



# Monmouth County Document Summary Sheet



401N7S

MONMOUTH COUNTY CLERK  
 PO BOX 1251  
 MARKET YARD  
 FREEHOLD NJ 07728

Return Name and Address  
 Stewart Title Company  
 1055 Parsippany Blvd., Suite 503  
 Parsippany, NJ 07054

Official Use Only

CHRISTINE GIORDANO HANLON  
 COUNTY CLERK  
 MONMOUTH COUNTY, NJ

INSTRUMENT NUMBER  
**2017068439**  
 RECORDED ON  
**Jul 18, 2017**  
**2:30:23 PM**  
**BOOK = 0R-9236**  
**PAGE = 4641**  
 Total Pages: 14

Submitting Company	Stewart Title Company
Document Type	Deed
Document Date (mm/dd/yyyy)	07/07/2017
Total Number of Pages (Including the cover sheet)	14
Consideration Amount (If applicable)	\$230,000.00

Official Use Only  
**JUL 11 2017 D**      **\$1169.00**      **14**

REALTY TRANSFER FEES \$1,169.00  
 COUNTY RECORDING FEES \$170.00  
 TOTAL PAID \$1,339.00

First Party	Name(s) (Last Name, First Name or Company Name)		Address (Optional)		
	Sunoco Retail LLC				
Second Party	Name(s) (Last Name, First Name or Company Name)		Address (Optional)		
	3321 Highway 33 Neptune LLC				
The Following Section is Required for DEEDS Only					
Parcel Information	Municipality	Block	Lot	Qualifier	Property Address
	Neptune Township	3301	6		3321 Highway 33
Recording Reference to Original Document (if applicable)					
Reference Information (Marginal Notation)	Book	Beginning Page		Instrument No.	

Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

## BARGAIN AND SALE DEED

Prepared by:

Williams Mullen, P.C.  
200 South 10<sup>th</sup> Street, Suite 1600  
Richmond, Virginia 23219  
Attn: Elizabeth Hodge Carr, Esq.

This Deed is made on <sup>JULY</sup> ~~June~~ 7, 2017 BETWEEN SUNOCO RETAIL LLC, a limited liability company of the Commonwealth of Pennsylvania having its principal office at 8020 Park Lane, Suite 200, Dallas, Texas 75032, referred to as the "Grantor" AND 3321 HIGHWAY 33 NEPTUNE LLC LLC, a limited liability company of the State of New Jersey having a mailing address of 1806 Highway 35, Oakhurst, New Jersey 07753, referred to as the "Grantee".

**Transfer of Ownership.** The Grantor grants and conveys the property described below. The transfer is made for the sum of Two Hundred Thirty Thousand and No/100 DOLLARS (\$230,000.00). The Grantor acknowledges receipt of this money.

**Tax Map Reference.** (N.J.S.A. 46:15-1.1) Township of Neptune, County of Monmouth  
Block No. 3301      Lot No. 6      Account No. \_\_\_\_\_      Qualifier No. \_\_\_\_\_

**Property.** The property consists of the land and all the buildings and structures on the land in the Township of Neptune, County of Monmouth, State of New Jersey (the "Property"). The legal description of the Property is described on Exhibit A attached hereto and incorporated herein.

Being the Property which became vested in Grantor by Deed from Sunoco (R&M), LLC, formerly Sun Company, Inc. (R&M), formerly Sun Refining and Marketing Company, formerly Sun Oil Company of Pennsylvania, successor by merger to Sun Oil Company, dated March 31, 2016 and recorded February 17, 2017 with the Monmouth County Clerk/Register in Deed Book OR-9213, page 7614.

**Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain legal rights which effect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

### **Additional Provisions.**

1. Exceptions to Title. This conveyance is subject to the following: (a) Exceptions set forth in the Commitment for Title Insurance; (b) taxes and assessments with respect to the Property for 2017 and subsequent years, and becoming due and payable after the date of this Deed, the payment of which are assumed by and are the obligation of Grantee; (c) any and all existing leases covering oil, gas or other minerals and all outstanding royalty and mineral interests in and to the oil, gas and other minerals situated in, on or under the Property, to the extent the same are valid and still in force and effect; (d) any and all covenants, conditions, easements, reservations, rights-of-way and restrictions affecting the Property (i) as evidenced by instruments filed in the public records of Monmouth County, New Jersey to the extent the same are valid and still in force and effect; or (ii) visible upon inspection of the Property; (e) all statutes, ordinances, regulations

16000333123

**EXHIBIT "A"**  
**THE PROPERTY**

All that certain Lot, tract or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Neptune, County of Monmouth, State of New Jersey, being more particularly described as follows:

BEGINNING at a point in the Northerly right-of-way line of the New Jersey State Highway Route 33, said point being the Southeasterly corner of lands used as the Hebrew Cemetery and also being the Southwesterly corner of lands conveyed to Julia Megill by Stella E. Trapper and husband by deed dated August 28, 1944, and recorded on Monmouth County Clerk's Office in Book 1974 page 26 & c. thence

1. South 77 degrees 45 minutes East, along the Northerly line of said State Highway Route #33 300.00 feet; thence
  2. North 2 degrees 9 minutes East 200.00 feet to a point; thence
  3. North 77 degrees 45 minutes West parallel with said State Highway 300.00 feet to a point; thence
  4. South 2 degrees 9 minutes West 200.00 feet to a point in the Northerly line of State Highway Route # 33 and the point or place of Beginning.
- 

33954950\_2

Not Certified Copy



State of New Jersey  
**SELLER'S RESIDENCY CERTIFICATION/EXEMPTION**

GIT/REP-3  
 (9-2015)

(Please Print or Type)

**SELLER'S INFORMATION**

Name(s)  
 Sunoco (R&M), LLC, formerly known as Sunoco, Inc. (R&M)  
 Current Street Address  
 8020 Park Lane, Suite 200  
 City, Town, Post Office Box  
 Dallas State Zip Code  
 TX 75032

**PROPERTY INFORMATION**

Block(s) Lot(s) Qualifier  
 3301 6  
 Street Address  
 3321 Highway 33  
 City, Town, Post Office Box  
 Neptune State Zip Code  
 NJ 07753  
 Seller's Percentage of Ownership Total Consideration Owner's Share of Consideration Closing Date  
 100% \$ 230,000.00 100% 7/7/12

**SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)**

1.  Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2.  The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3.  Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4.  Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5.  Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6.  The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
7.  The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.  
 Seller did not receive non-like kind property.
8.  The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9.  The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10.  The deed is dated prior to August 1, 2004, and was not previously recorded.
11.  The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12.  The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13.  The property transferred is a cemetery plot.
14.  The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

**SELLER'S DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box  I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

7/7/12  
 \_\_\_\_\_ Date  
 \_\_\_\_\_ Date

*Billy R. Adnette II*  
 Billy R. Adnette II Signature  
 Director of New Business Development  
 \_\_\_\_\_  
 (Seller) Please indicate if Power of Attorney or Attorney in Fact  
 Signature  
 (Seller) Please indicate if Power of Attorney or Attorney in Fact



STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

TEXAS

COUNTY

HARRIS
Harris County

SS. County Municipal Code

1335

FOR RECORDER'S USE ONLY

Consideration \$
RTF paid by seller \$
Date By

MUNICIPALITY OF PROPERTY LOCATION Township of Neptune

\*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)

Deponent, Leota Pilgrim, being duly sworn according to law upon his/her oath,

deposes and says that he/she is the Escrow Officer in a deed dated 7/7/17 transferring

real property identified as Block number 3301 Lot number 6 located at

3321 Highway 33, Neptune, NJ and annexed thereto.

(2) CONSIDERATION \$ 230,000.00 (Instructions #1 and #5 on reverse side) [X] no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation
\$ 558,000.00 + 100% = \$ 558,000.00

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) [ ] 62 years of age or over.
B. BLIND PERSON Grantor(s) [ ] legally blind or;
DISABLED PERSON Grantor(s) [ ] permanently and totally disabled [ ] receiving disability payments [ ] not gainfully employed\*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
[ ] Owned and occupied by grantor(s) at time of sale. [ ] Resident of State of New Jersey.
[ ] One or two-family residential premises. [ ] Owners as joint tenants must all qualify.

\*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)

- [ ] Affordable according to H.U.D. standards. [ ] Reserved for occupancy.
[ ] Meets income requirements of region. [ ] Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side)

- [ ] Entirely new improvement. [ ] Not previously occupied.
[ ] Not previously used for any purpose. [ ] "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)

- [X] No prior mortgage assumed or to which property is subject at time of sale.
[ ] No contributions to capital by either grantor or grantee legal entity.
[ ] No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 7th day of July, 2017

Signature of Deponent

Sunoco (R&M) LLC
Grantor Name

1980 Post Oak Blvd., #610
Houston, TX 77056

8020 Park Lane, Suite 200
Dallas, TX 75032

Deponent Address

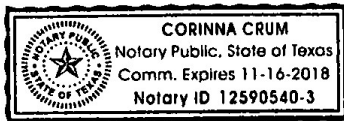
Grantor Address at Time of Sale

XXX-XXX-412

Leota Pilgrim/Stewart Title Guaranty

Last three digits in Grantor's Social Security Number

Name/Company of Settlement Officer



FOR OFFICIAL USE ONLY
Instrument Number, Deed Number, Deed Dated, County, Book, Date Recorded, Page

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to: STATE OF NEW JERSEY

PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at:

and laws of any municipality or other governmental authority having jurisdiction of the Property; (f) rights of parties in possession, if any, and any visible and apparent easements or rights-of-way upon or affecting the Property; (g) any state of facts which an accurate, current survey would disclose.

2. Deed Restrictions. This conveyance is further subject to the following restrictions, which shall be binding upon Grantee and its successors and assigns, and shall inure to the benefit of Grantor and its successors and assigns, and shall be covenants running with the land:

(a) Intentionally deleted.

(b) Deed Restriction and Covenant against Residential Use

(i) Grantee covenants and agrees that the Property, or any portion thereof, shall not be used at any time within a period of thirty (30) years following the date that motor fuels ceased to be stored upon, on or under the premises or any portion thereof, for: residence of any type, places of worship, bed and breakfast facilities, rooming houses, hospitals, nursing home or similar geriatric facilities, child care, playground or recreational areas, schools (or any similar use which is intended to house, educate or provide care for children, the elderly or the infirm), agricultural uses, nor shall any portion thereof be used for the construction or installation of: (A) any water wells for drinking or food processing; (B) underground storage space; (C) underground utility space; (D) additional underground utility conduits (vapor tight utility conduits are permitted); or (E) basements or any underground living space. This covenant shall survive delivery of the Deed and this covenant and agreement shall run with the Land herein conveyed and a similar restrictive covenant shall be inserted in any other deed or lease or other instrument conveying or demising the Property herein conveyed or any part thereof (collectively, the "Deed Restrictions").

(ii) Except as expressly set forth above, the Deed Restrictions shall continue in full force and effect for a period of thirty (30) years following the date Grantee or the Grantee-Related Parties, subsequent owners, users, and occupiers of the Property, including any successors, lessees, assignees, and licensees cease to store motor fuel on the Property provided, however, if and to the extent that any of the reservations or covenants herein would otherwise be unlawful or void for violation of: (A) the rule against perpetuities; (B) the rule restricting restraints on alienation; or (C) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provisions concerned shall continue and endure only until the expiration of a period of twenty-one (21) years after the death of the last to survive the class of persons consisting of all of the lawful descendants of former U.S. President Barack Obama, living as of the date of the deed for each of the Property.

(iii) Grantee covenants and agrees with Grantor that if at the date of this Deed the applicable "as of right" zoning use of the Property does not include any residential use, that the Grantee, Grantee-Related Parties, subsequent owners, users, and occupiers of the Property, including all successors, lessees, assignees, and licensees will not at any time hereafter seek to or cause any application to be made to the relevant local governing authorities to amend the zoning of the Property to a use which includes any residential use whether on an "as of right" basis or on any other basis whatsoever, nor seek to take advantage of any non-conforming user rights or exceptions to use including special use permits (collectively, the "Covenant Against Residential Use").

(c) Engineering and Institutional Controls

(i) Grantee agrees and acknowledges that the conveyance of the Property is subject to the following covenants of Grantee and that these covenants were a material inducement to Grantor's sale of the Property. As part of the consideration of Grantor's sale of the Property to Grantee, Grantee agrees that in developing the Property, Grantee shall, at its sole cost and expense, adopt and use all engineering and related technical assistance available and standard to the industry and any required by the Public Authority or Grantor to protect the health and safety of persons and that depending upon the nature of Grantee's development of the Property, Grantee may need to consider the use of engineering controls to prevent the migration of vapors and/or liquids containing Contamination into any buildings, underground utilities or storm water retention/detention ponds, including without limitation, vapor installation systems, vapor barriers, sealed sumps and storm pond liners. At a minimum, Grantee agrees that it will construct any buildings and develop the Property in accordance with the following requirements, which are collectively referred to as the "Engineering and Institutional Controls."

(A) Slab on Grade. Grantee agrees that all new buildings constructed on the Property shall be constructed slab on grade and shall have no living, working, storage or parking areas below grade, notwithstanding the foregoing, below grade utilities and foundations are permitted, provided that Grantee protects them from vapor or liquid intrusion by installing an appropriate vapor/liquid barrier and vapor ventilation system, if required.

(B) No Water Wells. Grantee agrees that it will never use the Property for the purpose of obtaining from beneath the surface of the Property any water for any reason whatsoever from any ground water table or similar water basin accessed from the Property.

(C) Cessation of Use of Existing Wells. Grantee agrees that any existing bore-water or groundwater wells located on the Property used for the purposes of obtaining water from beneath the surface of the Property, will be capped, disabled, and sealed in accordance with all applicable Environmental Laws and industry standards and will not be re-opened and used at any time and must remain capped, disabled and sealed. Notwithstanding anything to the contrary in this Deed, if no municipal water connection is available for the Property, Grantee may continue to use any existing well currently in use subject to reasonable restrictions imposed by Grantor, such as the requirement for a filtration system.

(D) Vapor Ventilation System. Grantee agrees that if, at any time, a Property is used for below grade activities other than simple storage with no residential use, Grantee will install, at its cost, into any below ground areas of the development an appropriate vapor ventilation system. Such vapor ventilation system shall be installed by a licensed contractor experienced in the installation of such systems. In addition, Grantee shall operate and maintain the vapor ventilation system to ensure that the system extracts appropriate levels of vapors so all applicable indoor air quality standards are met. Finally, Grantee shall annually test the air quality and the system to ensure the system is adequately extracting the appropriate levels of vapors to meet applicable indoor air quality standards. Such installation shall be performed in accordance with all applicable laws and in accordance with the highest industry standards to protect human health and safety.

(E) Impervious Liner. Grantee agrees that if, at any time after the Effective Date, a new building foundation is installed on the Property ("New Foundation") that prior to commencing any construction related to the New Foundation, Grantee, at its sole cost, shall install an impervious liner under the New Foundation to act as an effective vapor barrier. Grantee shall not be required to retrofit or install an impervious liner under the existing building foundation supporting the existing building on the Property as of the Effective Date ("Existing Foundation"). However, if after the Effective Date, the Existing Foundation is demolished and a new foundation is installed to replace it, then Grantee will be responsible for installing an effective vapor barrier. Such liner shall be installed by a licensed contractor experienced in the installation of such liners. In addition, Grantee shall maintain the liner so that it remains as an effective barrier. The liner shall be of the appropriate strength and quality and be resistant to hydrocarbons and shall be installed at an appropriate level beneath ground level. Such installation and maintenance of the liner shall be performed in accordance with all applicable laws and in accordance with the highest industry standards to protect human health and safety.

(F) Other Engineering and Institutional Controls to the Property which may be required by the Public Authorities, applicable laws, rules and regulations and/or recommended by the Grantee's Remediation Contractor.

(ii) Grantee's agreement to install the Engineering and Institutional Controls is a material inducement to Grantor in the sale of the Property to Grantee.

(iii) Grantee's agreement to install any of the Engineering and Institutional Controls shall be specifically enforceable against the applicable Grantee Related Parties. If Grantee, or any applicable Grantee-Related Party breaches these provisions regarding Engineering and Institutional Controls, Grantor shall have the right to enforce every remedy, either public or private, available at law and in equity against the Grantee and the applicable Grantee-Related Parties, including but not limited to injunctive relief and specific performance. All remedies provided herein, including without limitation, those at law or in equity, shall be cumulative and not exclusive. Any purchaser or successor owner of the Property shall take title to the Property subject to the terms of these Engineering and Institutional Controls.

(iv) All of the covenants and agreements of Grantee set forth herein regarding the Engineering and Institutional Controls shall be covenants running with the land and binding upon the Property, Grantee and the Grantee-Related Parties, as applicable and that Grantee agrees that Grantee shall not complete any sale, transfer or assignment of its interest in the Property or any part thereof or enter into any lease, license or right to occupy or use the Property or any part thereof, without first obtaining from the purchaser, transferee, assignee, lessee, licensee, occupier or any other person or entity having the right to use the Property, the obligation to procure these Engineering and Institutional Controls from any subsequent purchaser, transferee, assignee, lessee, licensee, occupier or any other person or entity having the right to use the Property and these Engineering and Institutional Controls shall be inserted in any other deed or lease or other instrument conveying or demising the Property herein conveyed or any part thereof.

(d) Maintenance of Records

(i) After Closing, Grantee shall maintain daily inventory and Tank maintenance records for the Property as required to comply with all applicable laws, rules and regulations. Grantee shall deliver legible copies of such records to Seller within two (2) days of Seller's request for such records. Seller shall have the right to review these records as Seller deems necessary. Following the Closing, Grantee agrees to continue to use, maintain, repair and keep in good order the existing remote monitoring system (e.g. a Veeder-Root system) or a comparable monitoring system for the Tanks and lines located on the Property. Within thirty (30) days after Seller's request, Grantee shall deliver to Seller legible copies of "as built" surveys or construction plans which show the location of any Tanks, any underground piping or other improvements installed or constructed by Grantee.

(ii) All of the covenants and agreements of Grantee set forth herein regarding the Maintenance of Records shall be covenants running with the land and binding upon the Property, Grantee and the Grantee-Related Parties, as applicable and that Grantee agrees that Grantee shall not complete any sale, transfer or assignment of its interest in the Property or any part thereof or enter into any lease, license or right to occupy or use the Property or any part thereof without first obtaining from the purchaser, transferee, assignee, lessee, licensee, occupier or any other person or entity having the right to use the Property, the obligation to maintain these records from any subsequent purchaser, transferee, assignee, lessee, occupier or any other person or entity having the right to use the Property and this obligation to maintain records shall be inserted in any other deed or lease or other instrument conveying or demising the Property herein conveyed or any part thereof.

(e) Definitions. The following definitions are used in this Deed:

(i) "Contamination" means the presence at, on, under, originating or migrating from any Property of any chemical, compound, material, substance or other matter that: (A) is a flammable, corrosive, explosive, hazardous, toxic or regulated material, waste, or other injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials, including, but not limited to, asbestos, hydrocarbons, petroleum, petroleum additive or petroleum products, natural gas or gas compounds, volatile or semi-volatile organic or chemical compounds, including methyl tertiary butyl ether, polychlorinated biphenyl, herbicides, insecticides, or fungicides, or metals; or (B) is controlled, designated in, regulated or governed by any applicable Environmental Law. Contamination shall also include any previously unknown Contamination, and any increase in existing Contamination or previously unknown Contamination.

(ii) "Covered Contamination" means Contamination of a specific type and amount that satisfies all of the following conditions: (A) was disclosed in the Baseline Report, (B) existed at, on, under, originated or migrated from the Property prior to the Effective Date, (C) was caused by, resulted from or arose from Seller's operations prior to the Effective Date, and (D) is required to be remediated to industrial/commercial standards by the Public Authorities pursuant to Environmental Laws existing and enforceable on the Effective Date.

(iii) "Environmental Law" or "Environmental Laws" means any and all federal, state, or local laws, statutes, ordinances, rules, decrees, orders, or regulations relating to the environment,



hazardous substances, hazardous materials, hazardous waste, toxic substances, pollutants or words of similar import, or environmental conditions at, on, under, or originating or migrating from the Property, or soil, water and groundwater conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. § 2601, et seq., the Clean Air Act, as amended, 42 U.S.C. § 1857 et seq., the Federal Water Pollution Control Act, as amended, 42 U.S.C. § 1251 et seq., and the Federal Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., any amendments to the foregoing, and any similar federal, state or local laws, statutes, ordinances, rules, decrees, orders or regulations.

(iv) "Grantee-Related Parties" means Grantee, its parent, subsidiaries, divisions, affiliates, and their respective owners, officers, directors, employees, agents, representatives, contractors, invitees, servants, successors or assigns, its heirs and representatives and any lessee, licensee, occupier, user or subsequent owner of the Property.

(v) "Grantor-Related Parties" means Grantor, its parent, subsidiaries, and affiliates and their respective owners, officers, directors, employees, agents, divisions, contractors, invitees, servants, representatives, successors and assigns.

(v) "Public Authority" or "Public Authorities" means any governmental (federal, state, local or other), regulatory, judicial, or other competent authority, including without limitation, an authority responsible for the administration or collection of any tax; a body or self-regulating entity responsible for the administration of Environmental Laws; a body or self-regulating entity responsible for any or all parts of the energy sector; and a body or self-regulating entity responsible for planning and related legislative activities. "Public Authority" includes any person appointed by any of the foregoing to carry out an investigation or an inquiry.

### 3. Acceptance of Property.

(a) GRANTEE SPECIFICALLY ACKNOWLEDGES THAT IT UNDERSTANDS THAT THE PROPERTIES HAVE BEEN USED FOR COMMERCIAL PURPOSES INCLUDING THE STORAGE, DISTRIBUTION AND MARKETING OF MOTOR FUELS, PETROLEUM, PETROLEUM BASED PRODUCTS AND OTHER CHEMICALS, AND THAT THE ENVIRONMENT, INCLUDING BUT NOT LIMITED TO SOIL AND SUB-SOIL OF THE PROPERTY AND SOIL, AIR, LAND, GROUNDWATER AND WATER, ON, UNDER, NEAR OR ADJACENT THERETO AND DRAINS, SEWERS, PIPES, WATER COURSES AND WATER TABLES AT, ON, UNDER OR IN THE VICINITY OF THE PROPERTY MAY HAVE BEEN CONTAMINATED OR IMPACTED BY OIL OR OTHER CONTAMINATION.

(b) GRANTOR AND ITS STATE-LICENSED BROKERS OF RECORD, EMPLOYEES, AGENTS, SUBSIDIARIES OR AFFILIATES, DISCLOSE TO GRANTEE, AND GRANTEE UNDERSTANDS AND ACKNOWLEDGES, THAT THE GRANTOR MAY NOT HAVE COMPLETE KNOWLEDGE OF THE PHYSICAL OR ECONOMIC CHARACTERISTICS OF THE PROPERTY. ACCORDINGLY (EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN), GRANTOR AND ITS BROKERS, CONSULTANTS, EMPLOYEES, AGENTS, SUBSIDIARIES OR AFFILIATES, HEREBY DISCLAIM ANY

WARRANTY, GUARANTY OR REPRESENTATION, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, OR CONCERNING (A) THE CONDITION OR STATE OF REPAIR OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY CONDITION ARISING IN CONNECTION WITH THE GENERATION, USE, TRANSPORTATION, STORAGE, RELEASE, OR DISPOSAL OF PETROLEUM PRODUCTS, TOXIC OR HAZARDOUS SUBSTANCES, ON AND UNDER, ABOVE, UPON, OR IN THE VICINITY OF THE PROPERTY, AND ITS IMPACT ON WATER, SOIL AND GEOLOGY; (B) THE SUITABILITY OF THE PROPERTY AND ITS WATER, SOIL AND GEOLOGY FOR ANY ACTIVITIES AND USE THAT THE GRANTEE MAY ELECT TO CONDUCT; (C) THE EXTENT OF ANY RIGHT OF WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, EASEMENT, LICENSE, RESERVATION, OR CONDITION IN CONNECTION WITH THE PROPERTY; (D) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY APPLICABLE LAWS, ORDINANCES, OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY, INCLUDING WITHOUT LIMITATION, COMPLIANCE WITH ANY LAND USE, AMERICANS WITH DISABILITIES ACT, WETLAND, OR ZONING LAW OR REGULATION, OR APPLICABLE ENVIRONMENTAL OR COASTAL LAWS, RULES, ORDINANCES, AND REGULATIONS; (E) TITLE TO OR THE BOUNDARIES OF THE PROPERTY; AND (F) THE PHYSICAL CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE STRUCTURAL, MECHANICAL AND ENGINEERING CHARACTERISTICS OF THE IMPROVEMENTS TO THE PROPERTY.

(c) THE SALE OF THE PROPERTY IS ON AN "AS IS, WHERE IS, WITH ALL FAULTS," BASIS, AND GRANTEE EXPRESSLY AGREES THAT THE GRANTOR, ITS BROKERS, CONSULTANTS, EMPLOYEES, AGENTS, SUBSIDIARIES OR AFFILIATES, MAKE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PROPERTY. GRANTEE, BY ACCEPTING DELIVERY OF THIS DEED, PURCHASED THE PROPERTY BASED ON ITS OWN INVESTIGATIONS, AND, BY ACCEPTING TITLE TO ALL OR PART OF THE PROPERTY, ACKNOWLEDGES THAT IT HAS CONDUCTED SUCH INVESTIGATION AS IT HAS DEEMED NECESSARY OR ADVISABLE AND THAT GRANTEE IS NOT RELYING UPON ANY REPRESENTATIONS OF GRANTOR OR ITS AGENTS WHATSOEVER. ANY AND ALL OTHER INFORMATION PROVIDED BY THE GRANTOR, NRC REALTY & CAPITAL ADVISORS, LLC ("NRC"), THEIR COUNSEL AND/OR THEIR BROKERS, EMPLOYEES, AGENTS, SUBSIDIARIES OR AFFILIATES, IS BASED IN PART UPON INFORMATION AND MATERIALS OBTAINED FROM SOURCES DEEMED RELIABLE WITHOUT INDEPENDENT VERIFICATION. GRANTEE HAS RELIED SOLELY ON ITS OWN ESTIMATES AND STUDIES. NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE BY THE GRANTOR, NRC, OR THEIR BROKERS, EMPLOYEES AND AGENTS, AS TO THE ACCURACY OR COMPLETENESS OF ANY OR ALL SUCH INFORMATION.

4. Covenants Running with the Land. The conditions, covenants and other provisions set out in this Deed shall be covenants running with the land and shall be binding upon

and (except as expressly provided otherwise) shall inure to the benefit of the parties hereto, their subsidiaries, affiliates, legal representatives, heirs, successors and assigns, as applicable.

*[signature pages follow]*

Not Certified Copy



This Deed is signed and attested to by the Grantor as of June 28, 2017 (the "Effective Date").

GRANTOR:

SUNOCO RETAIL LLC,  
a Pennsylvania limited liability company

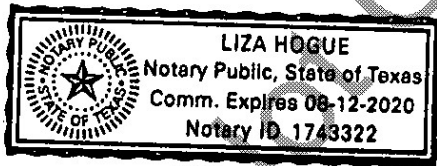
By: Billy R Arnette II  
Billy R Arnette II, Director of New Business  
Development

STATE OF TEXAS §

COUNTY OF DALLAS §

I CERTIFY that on June 28, 2017, Billy R Arnette II personally came before me and stated to my satisfaction that this person: (a) was the maker of the attached instrument, (b) was authorized to and did execute this Deed as the Director of New Business Development of Sunoco Retail LLC, a Pennsylvania limited liability company; and (c) made this Deed for \$230,000.00, as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5).

[Signature]  
Notary Public, State of Texas




[Grantee's Signature Follows]

After Recording return to:  
Leota Pilgrim  
Stewart National Title Services  
1980 Post Oak Blvd., Suite 610  
Houston, TX 77056  
RE: 16000333123

GRANTEE:

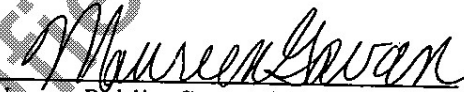
3321 HIGHWAY 33 NEPTUNE LLC,  
a New Jersey limited liability company

By:   
Printed Name: George P. Smith  
Title: Member

STATE OF NEW JERSEY §

COUNTY OF Monmouth §

I CERTIFY that on July 6, 2017, George P. Smith personally came before me and stated to my satisfaction that this person: (a) was the maker of the attached instrument, (b) was authorized to and did execute this Deed as the Member of 3321 HIGHWAY 33 NEPTUNE LLC, a New Jersey limited liability company; and (c) made this Deed for \$230,000.00, as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5).

  
Notary Public, State of New Jersey

MAUREEN GAVAN  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 12/30/2017

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