

DEED

APR 27 3 01 PM '84

This Deed is made on April 19, 1984

BETWEEN

E.M. SERGEANT PULP AND CHEMICAL CO., INCORPORATED

Terrie G. Stahl
REGISTER

a corporation of the state of New York
having its principal office at 6 Chelsea Road, Clifton, New Jersey
referred to as the Grantor.

AND

DIAMOND SHAMROCK CHEMICALS COMPANY,
a Delaware corporation,

whose post office address is 351 Phelps Court, Irving, Texas.
referred to as the Grantee.

The word "Grantee" shall mean all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of TWO HUNDRED SEVENTY-SEVEN THOUSAND AND 00/100-----(\$277,000.00)-----Dollars.
The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Newark
Block No. 2438 Lot No. 57 Account No.
 No property tax identification number is available on the date of this Deed. (Check box if applicable.)

Property. The property consists of the land and all the buildings and structures on the land in the City of Newark and State of New Jersey. The legal description is:
County of Essex
BEGINNING at the Northeasterly corner of land heretofore conveyed by The American Agricultural Chemical Company to Peerless Oil Co. of Delaware by Deed dated March 26, 1930, recorded in the Office of the Register of Deeds for Essex County, New Jersey, in Book C-81 of Deeds, Page 89-93; and thence running:

(1) Along the Northerly line of said lands of Peerless Oil Co. of Delaware and also the Northerly line of lands heretofore conveyed by The American Agricultural Chemical Company to Retseil Corporation by Deed dated October 24, 1932, and recorded in the Register's Office aforesaid in Book G-85 of Deeds, Pages 154-158, North 84 degrees 45 minutes West, 275.36 feet to a point in the Northerly line of said lands of Retseil Corporation, and the Easterly line of lands described in Deed by The Highway Corporation to The American Agricultural Chemical Company, dated December 28, 1936, and recorded in the Register's Office aforesaid in Book N-91 of Deeds, Pages 373, etc; thence

(2) Along line of said lands described in said Deed recorded in Book N-91, Page 373, etc., and other lands now or formerly of The American Agricultural Chemical Company, North 5 degrees 15 minutes East 375.55 feet to the Northerly side of the bulkhead (in the Passaic River) on the premises herein described; thence

(3) Along said Northerly side of said bulkhead North 88 degrees 12 minutes East, 203.31 feet to a point therein; thence

(4) Still along same North 89 degrees 51 minutes East, 35.87 feet to the Northwesterly corner of Parcel Two of lands heretofore conveyed by The American Agricultural Chemical Company to Swan-Finch Oil Corporation by Deed dated April 21, 1930, and recorded in the Office of the Register aforesaid in Book W-80 of Deeds, Pages 432-436; thence

(5) South 1 degree 26 minutes East, along the line of lands of Swan-Finch Oil Corporation, 165.22 feet to a point; thence

(6) Still along said lands of Swan-Finch Oil Corporation, South 7 degrees 48 minutes West, 210 feet to a corner in said lands; thence

Prepared By: *Jeffrey M. Riedl*
Jeffrey M. Riedl, Esq.

COUNTY OF ESSEX
CONSIDERATION \$277,000.00
REALTY TRANSFER FEE \$14.00
DATE 4/19/84

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(7) Still along said lands of Swan-Finch Oil Corporation, South 84 degrees, 45 minutes East, 36.87 feet to a point; thence

(8) Still along said lands of Swan-Finch Oil Corporation, South 21 degrees 48 minutes West, 31.30 feet to the point of BEGINNING.

TOGETHER with and subject to a right of way 25 feet in width, extending from Lister Avenue North partly through lands of The American Agricultural Chemical Company lying South of the above-described premises, partly through lands of the aforesaid Peerless Oil Co. of Delaware partly through lands of the aforesaid Swan-Finch Oil Corporation, and partly through the Southeasterly corner of the land above described, for use in common by The American Agricultural Chemical Company, The Highway Corporation, Peerless Oil Co. of Delaware, Swan-Finch Oil Corporation, and their respective successors and assigns as a means of Ingress from said Egress to Lister Avenue, with the right to install, operate, maintain and replace sewers, gas and water mains, telephone, electric light and power lines, and other public utilities, above or underground, to serve the premises hereby conveyed and other lands of The American Agricultural Chemical Company, its successors and assigns; The American Agricultural Chemical Company expressly reserving to itself, its successors and assigns, the right to use so much of said premises as is included in said right of way in accordance with the foregoing.

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 any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. This Deed is signed and attested to by the Grantor's proper corporate officers as of the top of the first page. Its corporate seal is affixed.



E.M. SERGEANT PULP AND CHEMICAL CO., INC.

Albert Grenon
Albert Grenon, Secretary

By: *Albert F. Reisch*
Albert F. Reisch, President

STATE OF NEW JERSEY, COUNTY OF PASSAIC SS:
I CERTIFY that on April 19, 1984
Albert Grenon

personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the secretary of E.M. Sergeant Pulp and Chemical Co., Inc. the corporation named in this Deed;
- (b) this person is the attesting witness to the signing of this Deed by the proper corporate officer who is Albert R. Reisch the President of the corporation;
- (c) this Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) this person knows the proper seal of the corporation which was affixed to this Deed;
- (e) this person signed this proof to attest to the truth of these facts; and
- (f) the full and actual consideration paid or to be paid for the transfer of title is \$ 277,000.00 (Such consideration is defined in N.J.S.A. 46:15-5.)

Signed and sworn to before me on April 19, 1984

Jeffrey M. Riedl
Jeffrey M. Riedl, an Attorney at Law of New Jersey

Albert Grenon
(Print name of attesting witness below signature)
Albert Grenon, Secretary

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY

BOOK 4825 PAGE 779

PHILIP THIGPEN
ESSEX COUNTY REGISTER

Philip Thigpen
Philip Thigpen

March 23, 2011
Date

