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#### **WARRANTY DEED**

003218

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME: GREETING: KNOW YE, That PETROLANE GAS SERVICE LIMITED PARTNERSHIP, a Delaware limited partnership, (see Assistant Secretary's Certificate attached hereto as Exhibit B) having a principal place of business at 240 Route 10 West, P.O. Box 206, Whippany, New Jersey 07981 (Grantor) for the consideration of a valuable sum of money of \$280,000.00 Dollars received to its full satisfaction of ABCO WELDING & INDUSTRIAL SUPPLY, INC., whose address is P.O. Box 296, 130 Cross Road, Waterford, Connecticut, 06385 (Grantee) does give, grant, bargain, sell and confirm unto the said ABCO WELDING & INDUSTRIAL SUPPLY INC., its successors and assigns all that certain piece or parcel of land together with any and all buildings and improvements thereon, situated in the Town of South Windsor, County of Hartford, and State of Connecticut, being more particularly described as follows, to-wit:

See Schedule A Annexed Hereto and Hereby Incorporated By Reference

This conveyance is subject to all restrictions, reservations, easements, rights of way and agreements of record; any limitations on use imposed by governmental authority; an encroachment of approximately 2700 square feet by Atlantic Plywood, Inc.; and of the state of facts which an accurate survey would disclose.

AND SHALL FURTHER be subject to the restrictive covenant that the Subject Property shall not be used for the wholesale sale and/or bulk distribution of liquefied petroleum (LP) gas, except for propane cylinder filling pursuant to a Commercial Propane Gas Sales and Service agreement between Grantor and Grantee.

AND the GRANTEE, for its successors and assigns, by acceptance of this Deed, agrees with the GRANTOR, its successors and assigns, that the aforesaid restrictive covenant shall run with the land, and that in any deed of conveyance of said premises or any part thereof to any person or persons, said restrictive covenant shall be incorporated by reference to this Deed and the record thereof as fully as the same are contained herein.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances, thereof, unto it the said Grantee its successors and assigns forever, to its and their own proper use and behoof.

AND ALSO It the said grantor does for itself and its successors, executors and administrators, covenant with the said grantees, their heirs and assigns, that at and until the ensealing of these presents it is well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and has good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except as hereinbefore mentioned.

AND FURTHERMORE, it the said grantor does by these presents, bind itself and its successors, executors and administrators forever to forever Warrant and Defend the above granted and bargained premises to it the said grantee its successors and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

Instrument Prepared By: Froncis X. Reck, Esq. Attorney at Law 240 Route 10 West Whippany, New Jersey 07 CONVEYANCE TAX RECEIVED

Petrolone Gas Service Limited Partnership in ABCO Welding & Industrial Supply, Inc.

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TOWN CLERK OF BOUTH WINDSOR

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IN WITNESS WHEREOF It has hereunto set its hand and seal this  $\frac{13}{2}$  day of June, in the year of our Lord, 1991.

delivered in the presence of:

Petrolane Gas Service Limited Signed, sealed and Partnership By: Petrolane

Incorporated, its General Partner

Dehorah Rawhus

Robert A. Reid
Title: Vice President

(Seal)

STATE OF NEW JERSEY COUNTY OF MORRIS

On this the 12 day of June, 1991, before me, Susan Gibson, the undersigned officer, personally appeared Robert A. Reid who acknowledged himself to be the Vice President of Petrolane Incorporated, General Partner of Petrolane Gas Service Limited Partnership, and that as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

S PONUS

Susan Yelisa Notary Public

SUBAM CIPSON NOTARY PUBLIC OF NEW JERSEY My Commission Expires Sept. 13, 1993

Instrument Prepared Bys Francis X. Reck, Esq. Attorney at Law 240 Route 10 West Whippeny, New Jersey 07981

Petrolane Gas Service Limited Partnership to: ABCO Welding & Industrial Supply, Inc. Deed Page 2 of 2

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#### **EXHIBIT A**

#### PROPERTY DESCRIPTION

Beginning at a point on the East highway line of U.S. Route No. 5, said point of beginning is the Northeast corner of land now or formerly of Ellsworth Sperry and is about 3258.3 feet North of Strong Road.

Thence in a Northerly Direction along the curved East Highway line of said U.S. Route #5 an arc distance of 273.19 feet to the Southwest corner of land now or formerly of Dudley F. Clapp;

Thence S 73° - 28' -20" E along the South Line of land now or formerly of said Dudley F. Clapp a distance of 655.78 feet to the West line of the right of way of the New York, New Haven and Hartford Railroad Company;

Thence S 9° -16' -10" W along the said railroad right of way a distance of 224.85 feet to the Northeast corner of land now or formerly of said Ellsworth Sperry;

Thence N 74° -02' -15" W along the North line of land now or formerly of said Ellsworth Sperry a distance of 534.25 feet to the point or place of Beginning, containing approximately 3.08 acres of land.

The above described piece of land is bounded North by land now or formerly of Dudley F. Clapp, East by land now or formerly of the New York, New Haven and Hartford Railroad Company, South by land now or formerly of Ellsworth Sperry; and West by a Parkway known as U.S. Route No. 5.

Instrument Prepared By: Francis X. Reck, Esq. Attorney at Law 240 Route 10 West Unipperty, New Jersey 07981

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Petrolane Gas Service Limited Partnership to: ABCO Welding & Industrial Supply, Inc. Exhibit A to Deeds Property Description Page 1 of 1

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#### EXHIBIT B

#### ASSISTANT SECRETARY'S CERTIFICATE

I, Kevin T. McIver, Assistant Secretary of Petrolane Incorporated, a California corporation, the General Partner of Petrolane Gas Service Limited Partnership (the "Partnership"), do hereby certify that the sale of certain real property owned by the Partnership and located in the Town of South Windsor, County of Hartford and State of Connecticut pursuant to the terms of the Agreement for Sale of Real Estate between the Partnership and ABCO Welding & Industrial Supply, Inc., has been approved in accordance with all Partnership requirements, including the provisions of its Partnership Agreement and that the Chairman, President, any Vice President, the Treasurer, the Secretary and any Assistant Treasurer and any Assistant Secretary, or the Assistant Controller and each of them of Petrolane Incorporated is authorized in the name and on behalf of this Partnership, to execute, affix the corporate seal and deliver a deed to said property as provided in said Agreement and to execute and affix said corporate seal to any other instrument that may be necessary and that such officers deem it proper to give, in order to carry out said Agreement on the part of this Partnership and to deliver such other instruments, if any, to Buyer according to the terms and conditions of said Agreement.

I also certify that all necessary management and Board of Director approvals and consents authorizing the sale have been obtained; that the Partnership has not filed an election under any applicable Bankruptcy Laws; and that Petrolane Incorporated and the Partnership are qualified to do business in Connecticut and are currently in good standing in such jurisdiction.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of Petrolane Incorporated this [2] day of June, 1991.

Kevin T. McIver Assistant Secretary

Corporate Seal

Instrument Prepared By: Francis X. Reck, Esq. Attorney at Law 240 Route 10 West

Petrolane Gas Service Limited Partnership to: ABCO Welding & Industrial Supply, Inc. Exhibit B to Deed: Assistant Secretary's Certificate Page 1 of 1

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#### **AFFIDAVIT OF OWNERSHIP AND LIENS**

# STATE OF NEW JERSEY COUNTY OF MORRIS

#### I, Kevin T. McIver, being first duly sworn, depose and say as follows:

- 1. That I am the Assistant Secretary of Petrolane Gas Service Limited Partnership, a Delaware limited partnership, the owner (hereafter referred to as the "Owner") of the fee simple title to certain real property (hereafter referred to as the "Property") situated in Hartford County, Connecticut, more particularly described as 1608 John Fitch Boulevard, South Windsor, Connecticut, as per Land Records Volume 521, Page 336, Public Records of Hartford County, Connecticut, subject to any and all restrictions, covenants, conditions, zoning ordinances, rights-of-way and easements of record, if any, affecting said land.
- Pyrofax Gas Corporation, a Delaware corporation, was merged with and into Petrolane Gas Service, Inc. a Delaware corporation, effective as of September 30, 1985;
- Petrolane Gas Service, Inc., a Delaware Corporation and a wholly-owned subsidiary
  of Petrolane Incorporated, a California corporation, was merged with and into
  Petrolane Incorporated effective as of March 19, 1987;
- Petrolane Incorporated, successor by merger to Petrolane Gas Service, Inc., conveyed the domestic LP-Gas assets owned by it to Petrolane Gas Service Limited Partnership, a Delaware limited partnership, as of March 26, 1987; and
- Petrolane Gas Service Limited Partnership, a Delaware limited partnership, consisting of Petrolane Incorporated, a California corporation, its sole General Partner, is the successor in interest to all interests of Pyrofax Gas Corporation and Petrolane Gas Service, Inc.
- The Owner has been vested with title to the Property since April 15, 1988.
- That I have no knowledge of any defects or claims of defects, liens, charges or encumbrances (recorded or unrecorded) affecting the title to the property.
- 8. The Owner hereby agrees and represents that it will not execute any instrument, or do any act whatsoever, that in any way would or may affect the title to the Property, including but not limited to the mortgaging or conveying of the Property or any interest in it or causing any liens to be recorded against the Property or the Owner.
- That there has been no labor performed or materials or services furnished for improvements on the Property by the Owner within the past 90 day period for which there are unpaid bills of any nature, either for labor, materials or services used in making improvements or repairs on the Property; or for services of architects, surveyors or engineers incurred in connection with the Property and that there are no claims or demands whatsoever of any kind or description against said premises for which liens could be filed according to the statutes in such cases made and provided, including all charges for water, gas, garbage collection, electricity, and/or any other utility.

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 This affidavit is made to induce ABCO Welding and Industrial Supply Inc. to purchase the Property.

> Petrolane Gas Service Limited Partnership By: Petrolane Incorporated, its General Partner

By:

Kevin T. McIver Assistant Secretary

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS A DAY OF June 1991

Notary Public

SUSAN GIBSON Notary Public of New Jersey My Commission Expires Sept. 13, 1993

RECEIVED FOR RECORD:

DATE TOWN STERK, SOUTH WINDSOR, CT

ASSISTANT TOWN CLERK