ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36 OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW

THIS INDENTURE made this day of October, 2013, between Owner(s) Novelis Corporation, having an office at 448 County Route 1A, County of Oswego, State of New York (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233.

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, is the owner of real property located at the address of 448 County Route 1A in the Town of Scriba, County of Oswego and State of New York, known and designated on the tax map of the County Clerk of Oswego as portion of tax map parcel numbers: Section 111 Block 6 Lot 23, being the same as that property conveyed to Grantor by deed(s) dated June 6, 1961 and recorded in the Oswego County Clerk's Office in Book 647 of Deeds at Pages 33, 36 and 45. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 52.678 +/- acres, and is hereinafter more fully described in the Land Title Survey dated January 17, 2013 and updated August 21, 2013 prepared by C.T. Male Associates, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Order on Consent Index Number: A7-0555-0706, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental

Easement")

1. <u>Purposes</u>. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

- 2. <u>Institutional and Engineering Controls</u>. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.
 - A. (1) The Controlled Property may be used for:

Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv) and consistent with adjacent wetland use

- (2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);
- (3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;
- (4) The use of groundwater underlying the property is prohibited without necessary water quality treatment_as determined by the NYSDOH or the Oswego County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;
- (5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;
- (6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;
- (7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

- (9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;
- (10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.
- B. The Controlled Property shall not be used for Residential, Restricted Residential or Commercial purposes as defined in 6NYCRR 375-1.8(g)(i), (ii) and (iii), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.
- C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section Division of Environmental Remediation NYSDEC 625 Broadway Albany, New York 12233 Phone: (518) 402-9553

- D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.
- E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to [10/12]

use the Controlled Property.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

- (1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).
 - (2) the institutional controls and/or engineering controls employed at such site:
 - (i) are in-place;
- (ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and
- (iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;
- (3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;
- (4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;
- (5 the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;
- (6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and
 - (7) the information presented is accurate and complete.
- 3. <u>Right to Enter and Inspect</u>. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.
- 4. <u>Reserved Grantor's Rights</u>. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:
- A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;
- B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any [10/12]

interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

- B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.
- C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.
- D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.
- 6. <u>Notice</u>. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to: Site Number: 7-38-015

Office of General Counsel

NYSDEC 625 Broadway

Albany New York 12233-5500

With a copy to: Site Control Section

Division of Environmental Remediation

NYSDEC 625 Broadway Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

- 7. <u>Recordation</u>. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.
- 8. <u>Amendment</u>. Any amendment to this Environmental Easement may only be executed by [10/12]

the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

- 9. <u>Extinguishment.</u> This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.
- 10. <u>Joint Obligation</u>. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

Grantor: Novens Corporatio	п	
By: 1th		
Print Name: _John Tillman_		
Title: Assistant Secretary	_ Date:	10/7/2013

Grantor's Acknowledgment

STATE OF NEW YORK)
Georgia) ss:
COUNTY OF Fulton)

On the 7th day of October, in the year 20 13, before me, the undersigned, personally appeared John Tillman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name 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/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public - State of New-York

Georgia

ER. 9/22/15

THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By:

Robert W. Schick, Director

Division of Environmental Remediation

Grantee's Acknowledgment

STATE OF NEW YORK)) ss: COUNTY OF ALBANY)

On the ______ day of _____, in the year 2013, before me, the undersigned, personally appeared Robert W. Schick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by/his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Novary Public State of New York

David J. Chiusano
Notary Public, State of New York
No. 01CH5032146
Qualified in Schenectady County
Commission Expires August 22, 20

SCHEDULE "A" PROPERTY DESCRIPTION

Property Address: 448 County Route 1A, Town of Scriba, Oswego County, NY

Tax Map: P/O 111-6-23

All that tract or parcel of land, situate in the Town of Scriba, County of Oswego and State of New York being part of Lots 26, 27 & 28 in the 18th Township of Scriba's Patent and being more particularly bounded and described as follows:

Commencing at a point in the centerline of County Route 1A at its intersection with the division line between the lands now or formerly of Alcan Aluminum Corp. as described in Book 831 of Deeds at page 522 on the southwest and the lands now or formerly of Sithe Independence Power Partners, L.P. as described in Book 1202 of Deeds at Page 322 on the northeast; thence along said division line the following five (5) courses and distances:

- 1) North 76 deg. 12 min. 53 sec. West, 168.10 feet to a point; thence
- 2) South 76 deg. 48 min. 47 sec. Wet, 269.58 feet to a point of curvature; thence
- Along an arc of a curve to the right having a radius of 225.00 feet, length of 261.25 feet and chord of North 69 deg. 55 min. 23 sec. West 246.82 feet to a point; thence
- 4) North 36 deg. 39 min. 32 sec. West, 810.82 feet to a point and
- 5) South 53 deg. 10 min. 26 sec. West, 127.03 feet to its intersection with the division line between the said lands of Sithe Independence Power Partners, L.P. on the northeast and the lands now or formerly of ALROLL, Inc. as described in Book 647 of Deeds a Page 36 and also Book 647 of Deeds at Page 45 on the south west:

Thence along said division line the following two (2) courses and distances:

- 1) North 38 deg. 20 min. 21 sec. West, 1822.18 feet to a point; and
- 2) South 51 deg. 39 min. 39 sec. West, 214.26 feet its intersection with the division line between the said lands of Sithe Independence Power Partners, L.P. on the northeast and other lands now or formerly of ALROLL, Inc. as described in Book 647 of Deeds at Page 33 and also Book 647 of Deeds at Page 45 on the south west;

Thence North 38 deg. 20 min. 21 sec. West, along said division line, 615.24 feet to its intersection with the first said division line between the said lands of Sithe Independence Power Partners, L.P. on the northeast and the said lands of ALROLL, Inc. as described in Book 647 of Deeds at Page 36 and also Book 647 of Deeds at page 45 on the south west;

Thence North 01 deg. 57 min. 00 sec. West, along said division line, 361.15 feet to the <u>POINT OF BEGINNING</u> of the hereinafter described parcel;

Thence through the said lands of ALROLL, Inc. as described in Book 647 of Deeds at Page 36 and also Book 647 of Deeds at Page 45 and other lands of ALROLL, Inc. as described in Book 647 of Deeds at page 33 and also Book 647 of Deeds at page 45 the following ninety-eight (98) courses and distances:

1) South 31 deg. 34 min. 28 sec. West, 53.68 feet to a point; thence

- 2) South 43 deg. 37 min. 13 sec. West, 65.02 feet to a point; thence
- 3) South 47 deg. 52 min. 54 sec. West, 64.81 feet to a point; thence
- 4) South 39 deg. 11 min. 37 sec. West, 49.40 feet to a point; thence
- 5) South 20 deg. 09 min. 28 sec. West, 48.88 feet to a point; thence
- 6) South 09 deg. 04 min. 34 sec. East, 64.96 feet to a point; thence
- 7) South 11 deg. 20 min. 09 sec. East, 49.26 feet to a point; thence
- 8) South 05 deg. 16 min. 24 sec. West, 48.20 feet to a point; thence
- 9) South 20 deg. 38 min. 44 sec. West, 49.24 feet to a point; thence
- 10) South 35 deg. 47 in. 00 sec. West, 48.27 feet to a point; thence
- 11) South 47 deg. 15 min. 35 sec. West, 65.34 feet to a point; thence
- 12) South 40 deg. 51 min. 01 sec. West, 56.31 feet to a point; thence
- 13) South 33 deg. 37 min. 09 sec. East, 15.77 feet to a point; thence
- 14) South 67 deg. 31 min. 19 sec. East, 57.83 feet to a point; thence
- 15) South 57 deg. 00 min. 52 sec. East, 162.49 feet to a point; thence
- 16) South 38 deg. 27 min. 28 sec. East, 130.03 feet to a point; thence
- 17) South 54 deg. 43 in. 36 sec. East, 32.24 feet to a point; thence
- 18) South 61 deg. 31 min. 51 sec. East, 65.59 feet to a point; thence
- 19) South 54 deg. 36 min. 45 sec. East, 65.05 feet to a point; thence
- 20) South 50 deg. 26 min. 41 sec. East, 260.53 feet to a point ;thence
- 21) South 50 deg. 42 min. 39 sec. East, 195.31 feet to a point; thence
- 22) South 29 deg. 42 min. 35 sec. East, 64.44 feet to a point; thence
- 23) South 12 deg. 32 min. 57 sec. East, 65.41 feet to a point; thence
- 24) South 03 deg. 59 min. 39 sec. West, 48.96 feet to a point; thence
- 25) South 32 deg. 35 min. 54 sec. West, 48.44 feet to a point; thence South 56 deg. 39 min. 34 sec. West, 47.87 feet to a point; thence
- 26) South 74 deg. 33 min. 49 sec. West, 48.86 feet to a point; thence

27) South 79 deg. 47 min. 57 sec. West, 66.90 feet to a point; thence 28) South 76 deg. 17 min. 44 sec. West, 97.50 feet to a point; thence 29) South 86 deg. 11 min. 04 sec. West, 97.04 feet to a point; thence 30) North 85 deg. 29 min. 33 sec. West, 98.31 feet to a point; thence 31) North 76 deg. 52 min. 44 sec. West, 64.64 feet to a point; thence 32) North 65 deg. 33 min. 50 sec. West, 97.79 feet to a point; thence 33) North 57 deg. 58 min. 35 sec. West, 97.60 feet to a point; thence 34) North 43 deg. 52 min. 59 sec. West, 162.67 feet to a point; thence 35) North 61 deg. 51 min. 13 sec. West, 32.03 feet to a point; thence 36) South 52 deg. 55 min. 01 sec. West, 64.68 feet to a point; thence 37) South 55 deg. 30 min. 07 sec. West, 73.19 feet to a point; thence 38) South 04 deg. 22 min. 56 sec. East, 56.63 feet to a point; thence 39) South 13 deg. 24 min. 11 sec. East, 65.41 feet to a point; thence 40) South 22 deg. 09 min. 57 sec. East, 97.50 feet to a point; thence 41) South 18 deg. 30 min. 56 sec. East, 233.78 feet to a point; thence 42) South 05 deg. 08 min. 40 sec. East, 54.00 feet to a point ;thence 43) South 72 deg. 36 min. 12 sec. West, 24.83 feet to a point; thence 44) North 40 deg. 23 min. 12 sec. West, 28.13 feet to a point; thence 45) North 22 deg. 09 min. 29 sec. West, 288.01 feet to a point; thence 46) South 74 deg. 51 min. 15 sec. West, 89.91 feet to a point; thence 47) North 21 deg. 18 min. 56 sec. West, 68.53 feet to a point; thence 48) North 22 deg. 10 min. 07 sec. West, 56.57 feet to a point; thence 49) North 22 deg. 45 min. 26 sec. West, 54.06 feet to a point; thence 50) North 27 deg. 30 min. 36 sec. West, 39.65 feet to a point; thence 51) North 30 deg. 03 min. 35 sec. West, 46 53 feet to a point; thence

52) North 32 deg 13 min. 41 sec. West, 42.86 feet to a point; thence 53) North 31 deg. 22 min. 17 sec. West, 27.05 feet to a point; thence 54) North 40 deg. 11 min. 32 sec. West, 138.91 feet to a point; thence 55) North 43 deg. 39 min. 39 sec. West, 32.42 feet to a point; thence 56) North 68 deg. 02 min. 08 sec. West 54.23 feet to a point; thence 57) North 82 deg. 31 min. 09 sec. West, 200.82 feet to a point; thence 58) North 84 deg. 17 min. 48 sec. West, 227.34 feet to a point; thence 59) North 87 deg. 00 min. 30 sec. West, 230.89 feet to a point; thence 60) North 86 deg. 16 min. 18 sec. West, 75.40 feet to a point; thence 61) North 77 deg. 47 min. 20 sec. West, 48.30 feet to a point; thence 62) North 64 deg. 49 min. 13 sec. West, 49.03 feet to a point; thence 63) North 51 deg. 09 min. 42 sec. West, 50.21 feet to a point; thence 64) North 56 deg. 42 min. 25 sec. West, 223.34 feet to a point; thence 65) North 66 deg. 13 min. 01 sec. West, 29.77 feet to a point; thence 66) North 55 deg. 33 min. 15 sec. West, 77.55 feet to a point; thence 67) North 44 deg. 55 min. 28 sec. West, 28.81 feet to a point; thence 68) North 08 deg. 49 min. 42 sec. West, 15.64 feet to a point; thence 69) North 31 deg. 03 min. 41 sec. East, 40.60 feet to a point; thence 70) North 40 deg. 55 min. 10 sec. East, 97.74 feet to a point; thence 71) North 35 deg. 49 min. 33 sec. East, 108.01 feet to a point; thence 72) North 34 deg 55 min. 25 sec. East, 87.17 feet to a point; thence 73) North 35 deg. 26 min. 01 sec. East, 130.02 feet to a point; thence 74) North 38 deg. 12 min. 21 sec. East, 130.10 feet to a point; thence 75) North 32 deg. 24 min. 30 sec. East, 130.08 feet to a point; thence 76) North 29 deg. 46 min. 33 sec. East, 162.61 feet to a point; thence

77) North 37 deg. 02 min. 14 sec. East, 64.96 feet to a point; thence

- 78) North 45 deg. 26 min. 12 sec. East, 97.56 feet to a point; thence
- 79) North 69 deg. 24 min. 34 sec. East, 48.33 feet to a point; thence
- 80) South 86 deg. 58 min. 57 sec. East, 48.77 feet to a point; thence
- 81) South 69 deg. 15 min. 52 sec. East, 64.81 feet to a point; thence
- 82) South 59 deg. 26 min. 05 sec. East, 97.53 feet to a point; thence
- 83) South 43 deg. 01 min. 04 sec. East, 55.57 feet to a point; thence
- 84) South 49 deg. 12 min. 01 sec. East, 41.10 feet to a point; thence
- 85) South 43 deg. 22 min. 36 sec. East, 48.87 feet to a point; thence
- 86) South 59 deg. 41 min. 50 sec. East, 32.43 feet to a point; thence
- 87) North 89 deg. 39 min. 26 sec. East, 114.16 feet to a point; thence
- 88) North 79 deg. 19 min. 40 sec. East, 64.71 feet to a point; thence
- 89) North 69 deg. 44 min. 49 sec. East, 97.60 feet to a point; thence
- 90) North 59 deg. 55 min. 45 sec. East, 64.85 feet to a point; thence
- 91) North 50. deg. 46 min. 35 sec. East, 130.30 feet to a point; thence
- 92) North 46 deg. 23 min. 26 sec. East, 97.43 feet to a point; thence
- 93) North 39 deg. 38 min. 28 sec. East, 36.37 feet to a point; thence
- 94) North 87 deg. 04 min. 23 sec. East, 28.24 feet to a point; thence
- 95) South 82 deg. 23 min. 00 sec. East, 32.30 feet to a point; thence
- 96) South 72 deg. 09 min. 03 sec. East, 196.07 feet to a point; thence
- 97) South 67 deg. 27 min. 59 sec. East, 217.55 feet to its intersection with the last above described division line; thence South 38 deg. 20 min. 21 sec. East, along said division line, 84.07 feet to the point or place of beginning.
- 98) South 67 deg. 27 min. 59 sec. East, 217.55 feet to its intersection with the last above described division line; thence South 38 deg. 20 min. 21 sec. East, along said division line, 84.07 feet to the point or place of beginning.

Containing 52.678 acres of land more or less. Being a portion of the lands conveyed by:

Warranty Deed from Raymond G. Walker and Olive M. Walker to Alroll, Inc. dated June 6, 1961 and recorded June 6, 1961 in Book 647 of Deeds at page 33,

Warranty Deed from Catherine Kieliszeski to Alroll, Inc. dated June 6, 1961 and recorded June 6, 1961 in Book 647 of Deeds at page 36,

Quitclaim Deed form Catherine Kieliszeski, Horace Barber, et al to Alroll, Inc. dated June 6, 1961 and recorded June 6, 1961 in Book 647 of Deeds at page 45.

SURVEY

