

Darrell Klute, County Clerk
303 Court St
Little Valley, NY 14755
(716) 938-2293

Cattaraugus County Clerk Recording Cover Sheet

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First PARTY 1

NYS DEPT ENVIRONMENTAL CONSERVATION

First PARTY 2

MOENCH TANNING CO

Index Type : Deeds

Inst Number : 202601587

Book : Page :

Type of Instrument : Miscellaneous Deed

Recording Fee: \$130.00

Recording Pages : 18

Recorded Information

State of New York

County of Cattaraugus

I hereby certify that the within and foregoing was
recorded in the Clerk's office for Cattaraugus
County, New York

On (Recorded Date) : 01/27/2026

At (Recorded Time) : 2:26:26 PM



Darrell Klute, County Clerk



NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA")
ECL §27-0900 *et seq.*

In the Matter of the Development and Implementation of
a Remedial Program for a RCRA Facility

**AMENDMENT TO ORDER ON
CONSENT AND
ADMINISTRATIVE SETTLEMENT
Index No.: R9-20110203-167A**

DEC Facility Name: **Moench Tanning**
DEC Registry Site No.: 905004
EPA RCRA ID #: NYD002126910

Facility Address: 265 Palmer Street
Gowanda, New York 14070
Cattaraugus County

Hereinafter referred to as "Facility" or the "Site"

by: MOENCH TANNING CO. and CALERES, INC.

Hereinafter referred to as "Respondent"

WHEREAS:

1. On July 3, 2019, the Respondent executed an Order on Consent identified by Index No. R9-20110203-167 (the "2019 Order"), which was issued by the New York State Department of Environmental Conservation (the "Department");
2. The Department executed the 2019 Order on September 23, 2019;
3. The effective date of the 2019 Order was October 3, 2019;
4. The 2019 Order is in full force and effect and nothing in this Amendment shall alter any terms of the 2019 Order, except to clarify the Department's and the Respondent's mutually agreed-upon expectations for the site management activities, as found in the Site Management Plan, dated July 26, 2019 and amended May 27,

2025, and as may be further amended in the future (“SMP”), (collectively, “Site Management Activities”);

5. The 2019 Order does not contain a specific termination date for Site Management Activities;
6. Respondent has previously contended that Site Management Activities should be limited to a 30-year period of time based on the date of the post-closure plan approval, while the Department maintains that it has the authority under Part 373-3.7 of Title 6 of the Official Compilation of Codes, Rules and Regulations of the state of New York (“NYCRR”) to unilaterally declare that the Site Management Activities shall continue;
7. In the interest of avoiding unnecessary litigation regarding the aforementioned dispute, the Respondent and the Department (collectively, the “Parties”) have agreed that the Post-Closure Period and Site Management Activities will continue for the next 15 years; and
8. The sole purpose of this Amendment is to clarify that the Post-Closure Period referenced in the 2019 Order shall continue for 15 years from the expiration of the initial 30-year Post-Closure Period (which expiration date is agreed to be October 19, 2022) (the “Initial Post-Closure Period Expiration Date”), and to confirm that both Parties retain all of their rights with respect to any further extensions of the Post-Closure Period after that time. For the avoidance of doubt, the Parties agree that this Amendment takes no position with respect to the question of whether or not the Post-Closure Period will be further extended in the future beyond the 15-year extension period established by this Amendment.

NOW, having considered this matter and being duly advised, IT IS ORDERED THAT:

9. The Post-Closure Period referenced in the 2019 Order, and the corresponding Site Management Activities for which Respondent is responsible, shall continue for 15 years from the Initial Post-Closure Period Expiration Date. For the avoidance of doubt, the Parties agree that this Amendment takes no position with respect to the question of whether or not the Post-Closure Period will be further extended beyond the 15-year extension period established by this Amendment.
10. Respondent shall perform the Site Management Activities as described in the amended SMP approved by the Department on May 27, 2025, or as such SMP may be further amended by the Parties in the future. The SMP, as amended and as may be further amended in the future, is incorporated herein by reference.
11. The Department agrees that if both of the two conditions listed as (a) and (b) below in this section 11 are satisfied on or after the effective date of this Amendment, then the Department will take the actions described in Paragraph 9 of the Environmental Easement ("Extinguishment") and any and all other actions necessary to extinguish and render unenforceable the Environmental Easement recorded in the office of the recording officer for Cattaraugus County as referred to in the SMP and section 15 hereof. The two conditions referenced in the preceding sentence are:
 - (a) The Post-Closure Period has not been and is not being extended beyond the 15-year extension period established by this Amendment; and
 - (b) The Site has been delisted from the New York State Registry of Inactive Hazardous Waste Disposal Sites.

For the avoidance of doubt, the Department shall not be obligated to extinguish the Environmental Easement pursuant to this section 11 unless both of the conditions listed above as (a) and (b) are satisfied on or after the effective date of this Amendment. If both conditions are so satisfied as of such time, then the Department shall, within thirty (30) days thereafter, take the actions described in this section to extinguish and render unenforceable the Environmental Easement. The Department acknowledges and agrees (i) that this contingent obligation to terminate the Environmental Easement as described herein shall be binding on the Department if the above-listed conditions are satisfied notwithstanding any language in the Environmental Easement or applicable laws stating that the obligations in such easement apply "in perpetuity," or "run with the land," (ii) that this contingent obligation expressly supersedes any contradictory language in or interpretation of the Environmental Easement, and (iii) that the Department's agreement to extinguish the Environmental Easement upon satisfaction of the two conditions listed above as described herein is a material inducement to the Respondent's agreement to this Amendment.

12. The Respondent and the Department agree that, except for the extension of the Post-Closure Period and the agreed-upon amendment to the SMP, all of the terms and conditions of the 2019 Order (and all attachments and appendices thereto) shall remain in full force and effect as defined in the 2019 Order.
13. The Department and the Respondent each explicitly reserve and retain unto themselves all of their respective rights, authorities, and defenses set forth or referenced in the 2019 Order and under any applicable law or regulation with

respect to the implementation and enforcement of the 2019 Order, and with respect to any further extensions of the Post-Closure Period and the corresponding Site Management Activities beyond the 15-year period agreed to in this Amendment. This reservation of rights, authorities, and defenses includes, but is not limited to, the Department's right and authority to enforce any laws and regulations applicable to the 2019 Order, its subject matter, or the real property affected thereby, regardless of whether such laws or regulations exist as of the effective date of this Amendment or whether they are subsequently enacted or promulgated.

14. Once this Amendment is fully executed, it shall be deemed incorporated into and become an enforceable part of the 2019 Order.
15. Within forty-five (45) days of the effective date of this Amendment, the Respondent shall record a copy of the Environmental Easement in the form attached as Exhibit A hereto in the office of the recording officer for Cattaraugus County. Respondent shall forward proof of such recording to the Department in accordance with Section III of the 2019 Order within ten (10) business days of completion of such recording.
16. By signing this Amendment, the Respondent consents to the issuing and entering of this Amendment, waives the right to a hearing as provided by law, and agrees to be bound by the provisions, terms, and conditions contained herein.
17. Nothing contained in this Amendment shall preclude the Parties from further modifying, extending, or reducing the Post-Closure Period, as allowed under law, or otherwise mutually agreeing to amend the 2019 Order or the terms of this Amendment at any time, under the terms of the 2019 Order, while the 2019 Order remains in effect.

18. The Respondent affirms that the person signing this Amendment on the Respondent's behalf has the authority to bind the Respondent to the terms of this Amendment.
19. The effective date of this Amendment shall be the 10th day after it is signed by the Commissioner of the Department or the Commissioner's designee.

DATED: December 4, 2025

AMANDA LEFTON
COMMISSIONER
NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By: Andrew Guglielmi
Andrew Guglielmi
Division Director
Division of Environmental Remediation

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

On the 4th day of December, in the year 2025, before me, the undersigned, personally appeared Andrew Guglielmi 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 as Designee of the Commissioner of the New York State Department of Environmental Conservation, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Cheryl A. Salem
Notary Public
Cheryl A. Salem
Notary Public State of New York
Registration No. 01SA0002177
Qualified in Albany County
My Commission Expires March 3, 2027

CONSENT BY RESPONDENT

Respondent, Caleres, Inc., hereby consents to the issuing and entering of this Order, waives its right to a hearing herein as provided by law, and agrees to be bound by this Order.

Caleres, Inc., for itself and on behalf of
its former division, Moench Tanning Co.

By: Thomas C. Burke

Printed Name: THOMAS C. BURKE

Title: Senior Vice President, General Counsel & Secretary

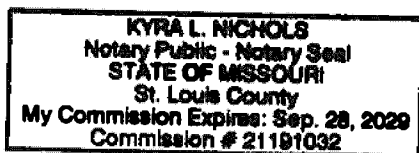
Date: 6/12/25

STATE OF)

) ss:

COUNTY OF)

On the 6th day of June, in the year 2025, before me, the undersigned, personally appeared Tom Burke, 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 on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Kyra L. Nichols

Notary Public

Exhibit A

Form of Environmental Easement

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

THIS INDENTURE made this 7th day of May, 2025 between Owner(s), Caleres, Inc., as successor in interest to Moench Tanning Co. (also known or referred to at various times as Moench Tanning Company, Inc.; Moench Tanning Company; Moench Tanning Co., Inc.; Moench Co.; and/or Moench Tanning), having an office at 8300 Maryland Avenue, St. Louis, Missouri, 63105 (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 the four parcels of real property identified as follows:

- (a) 17.029-1-4 – 265 Palmer Street
- (b) 16.036-3-30 – 68 High Street
- (c) 16.036-3-41 – R88 High Street
- (d) 16.002-4-31 – [Unnumbered] High Street

located in the Village of Gowanda and/or Town of Persia, County of Cattaraugus and State of New York, known and designated on the tax map of the County Clerk of Cattaraugus by the tax map parcel numbers listed above, being the same as that property conveyed to Grantor by a deed dated May 25, 1972, recorded on June 7, 1972 at Liber 729 and Page 314, and a deed dated November 8, 1977, recorded on November 25, 1977 at Liber 779 and Page 259.

[2/12]

Both above-referenced deeds being recorded in the Cattaraugus County Clerk's Office. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 30.545 +/- acres, and is more fully described in the Land Title Survey dated January 20, 2020 and last revised on October 10, 2022, prepared by Elizabeth M. Allen, P.L.S., of E&M Engineers and Surveyors, P.C., 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: R9-20110203-167 and R9-20110203-167A, 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. **Purposes.** 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. **Institutional and Engineering Controls.** 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:

Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) ("the land use category which shall only be considered for the primary purpose of buying, selling or trading of merchandise or services. Commercial use includes passive recreational uses, which are public uses with limited potential for soil contact") and Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv) ("the land use category which shall only be considered for the primary purpose of manufacturing, production, fabrication or assembly processes and ancillary services. Industrial use does not include any recreational component");

(2) All Engineering Controls must be operated and maintained as specified in the SMP;

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(5) 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;

(6) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

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

(8) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(9) 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 or Restricted Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i) and (ii), 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 use the Controlled Property.

G. Grantor covenants and agrees that it shall annually, or at such time interval as NYSDEC may allow, submit to NYSDEC a written statement by an expert the NYSDEC finds 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 controls 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. Right to Enter and Inspect. 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. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Controlled Property, all rights as fee owner of the Controlled 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;

5. 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 Controlled 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 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. 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.

C. 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. Notice. 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, Order on Consent Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to:

Site Number: 905004
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. Recordation. 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 Controlled Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed 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 Controlled Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. 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 Controlled Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. 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.

Caleres, Inc.:

By: Michelle Dobbs

Print Name: Michelle Dobbs

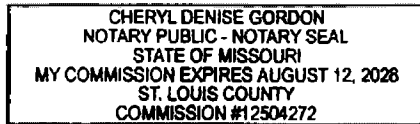
Title: Sr. Assoc. Gen. Counsel Date: 3/6/25

Grantor's Acknowledgment

STATE OF MISSOURI)
) ss:
COUNTY OF ST. LOUIS)

On the 5th day of March, in the year 20 20 before me, the undersigned, personally appeared Michelle Dobbs, 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.

Cheryl Denise Gordon
Notary Public



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,

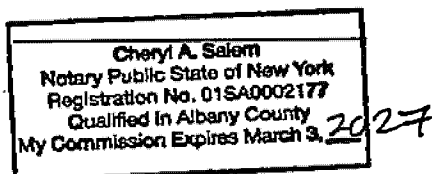
By: Andrew Guglielmi
Andrew Guglielmi, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 7th day of May, in the year 2025 before me, the undersigned, personally appeared Andrew Guglielmi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Cheryl A. Salem
Notary Public - State of New York



SCHEDULE "A" PROPERTY DESCRIPTION

Beginning at a point in the centerline of High Street, said point being located on the southerly line of lands now or formerly owned by Mark Gembola;

Thence, S 65°21'01" E a distance of 206.20 feet to a point;

Thence, N 75°30'07" E a distance of 275.37 feet to a point;

Thence, S 70°52'44" E a distance of 221.21 feet to a point;

Thence, S 64°45'28" E a distance of 367.08 feet to a point;

Thence, S 26°46'40" W a distance of 107.97 feet to a point;

Thence, S 62°56'43" E a distance of 76.89 feet to a point;

Thence, N 26°46'08" E a distance of 76.89 feet to a point;

Thence, S 54°54'11" E a distance of 411.05 feet to a point;

Thence, S 63°48'01" W a distance of 232.95 feet to a point;

Thence, S 59°09'57" W a distance of 187.21 feet to a point;

Thence, S 50°59'49" W a distance of 231.44 feet to a point;

Thence, S 57°07'45" W a distance of 230.99 feet to a point;

Thence, N 40°11'54" W a distance of 48.40 feet to a point;

Thence, S 38°32'22" W a distance of 420.00 feet to a point;

Thence, S 12°12'36" W a distance of 434.20 feet to a point;

Thence, N 65°40'06" W a distance of 647.80 feet to a point;

Thence, N 25°44'05" E a distance of 1133.04 feet to a point;

Thence, N 40°11'53" W a distance of 461.24 feet to a point in the centerline of High Street;

Thence, along the centerline of High Street, N 54°26'15" E a distance of 99.24 feet to a point;

Thence, continuing along the centerline of High Street, N 60°03'56" E a distance of 66.72 feet to the Point of Beginning.

Containing 30.545 acres of land.