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David Wilkins

**VOLUNTARY CLEANUP CONTRACT
18-6479-RP**

**IN THE MATTER OF
NORTHPOINTE OS SITE, GREENVILLE COUNTY
and
NORTHPOINTE OS, LLC and GREENVILLE-NORTHPOINTE ASSOCIATES, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control, NorthPointe OS, LLC and Greenville-NorthPointe Associates, LLC pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 through 760, as amended, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601 to 9675, as amended, and the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-200, with respect to the facility known as the NorthPointe OS Site ("Site"). The NorthPointe OS property is located around 405 East Stone Avenue, Greenville, South Carolina ("Property"). The Property includes approximately 4.7 acres and is bounded generally by East Stone Avenue on the south; North Church Street on the east; Wade Hampton Boulevard on the west, and the intersection of Wade Hampton Boulevard and Column Street on the north. The Property is identified by the County of Greenville as portions of Tax Map Serial Number 0038000200100 and 0038000300300. A legal description of the Property is attached to this Contract as Appendix A.

DEFINITIONS

1. Unless otherwise expressly provided, terms used in this Contract shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, and if not set forth therein, shall have the meaning assigned to them pursuant to CERCLA, the HWMA, and in regulations promulgated under these statutes.

- A. "Respondents" shall mean NorthPointe OS, LLC and Greenville-NorthPointe Associates, LLC. NorthPointe OS, LLC is a State of South Carolina Limited Liability Company with its principal place of business located at 400 East Stone Avenue, Greenville, SC, 29601.

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Greenville-NorthPointe Associates, LLC LLC is a State of South Carolina Limited Liability Company with its principal place of business located at 400 East Stone Avenue, Greenville, SC, 29601.

- B. "Contamination" shall mean impact by a Pollutant or Contaminant, Petroleum and Petroleum Product, or Hazardous Substance.
- C. "Contract" shall mean this Responsible Party Voluntary Cleanup Contract.
- D. "Department" shall mean the South Carolina Department of Health and Environmental Control or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- E. "Hazardous Substance" shall have the same meaning as defined under subparagraphs (A) through (F) of Paragraph (14) of CERCLA § 101, 42 U.S.C. § 9601(14).
- F. "Petroleum" and "Petroleum Product" shall mean crude oil or any fraction of crude oil, which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds for each square inch absolute), including any liquid, which consists of a blend of petroleum and alcohol and which is intended for use as a motor fuel.
- G. "Pollutant" or "Contaminant" includes, but is not limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction, or physical deformations, in organisms or their offspring; "contaminant" does not include petroleum, including crude oil or any fraction of crude oil, which is not otherwise specifically listed or designated as

- a hazardous substance under subparagraphs (A) through (F) of paragraph (14) of CERCLA § 101, 42 U.S.C. § 9601, et seq. and does not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality or mixtures of natural gas and such synthetic gas.
- H. "Property" as described in the legal description attached as Appendix A, shall mean that portion of the Site, which is currently subject to ownership, prospective ownership, or possessory or contractual interest of NorthPointe OS, LLC.
- I. "Response Action" shall mean any assessment, cleanup, inspection, or closure of a site as necessary to remedy actual or potential damage to public health, public welfare, or the environment.
- J. "Site" shall mean all areas where a Hazardous Substance, Petroleum, Petroleum Product, Pollutant or Contaminant has been released, deposited, stored, disposed of, or placed, or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA.
- K. "Voluntary Cleanup" shall mean a Response Action taken under and in compliance with the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 to 760, as amended.
- L. "Work Plan" shall mean the plan for additional Response Actions to be conducted at the Site as described in Paragraph 3 of this Contract.

FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. The owners and operators of the Property include the following:
- i. NorthPointe OS, LLC 2017 – Present
 - ii. Central Realty Holdings, LLC 2012 – 2017

- iii. Central Associates, LP 1991 – 2012
 - iv. J.P. Stevens & Company, Inc. 1986 – 1991
- B. NorthPointe OS, LLC acquired the Property from Central Realty Holdings, LLC ("CRH"), an affiliated entity, in April 2017. In 2016, CRH engaged Bunnell-Lammons Engineering, Inc. ("BLE") to conduct a Phase I environmental site assessment ("Phase I ESA") of the Property. The Phase I ESA identified the following on-site Recognized Environmental Conditions (REC):
- i. Two former filling stations.
- C. In 2016, CRH also engaged BLE to conduct a Limited Phase II environmental site assessment ("BLE Phase II ESA") on the Property. The BLE Phase II ESA identified a release of petroleum products which was reported to the Department on May 27, 2016. The Department has subsequently identified a former underground storage tank ("UST") operated by Pet Dairy as the source of the release. The BLE Phase II ESA noted the following:
- i. Two soil samples and seven groundwater monitoring wells were installed, sampled and analyzed for volatile organic compounds ("VOC"). Several VOCs were noted above the detection limit; however only 2-Butanone was above the tap water screening level, with exception of benzene associated with an UST.
 - ii. BLE utilized the United States Environmental Protection Agency ("EPA") Vapor Intrusion Screening Level Calculator to model indoor air quality based upon the groundwater concentrations. Results from the indoor air model predict that vapor intrusion of petroleum contaminants could lead to indoor air concentrations above EPA Residential standards.
- D. In July 2016, CRH engaged S&ME, Inc. ("S&ME") to conduct a Limited Phase II environmental site assessment ("S&ME Phase II

ESA") on a portion of the Property. The S&ME Phase II ESA noted the following:

- i. The soil sample analytical results detected twelve metals (aluminum, arsenic, barium, beryllium, cobalt, copper, iron, lead, manganese, nickel, vanadium, and zinc) that were present in concentrations that exceed one or more of the soil screening levels published by the EPA.
- ii. The groundwater analytical results were compared to the Maximum Contaminant Levels (MCL). In absence of a MCL the results were compared to tap water screening levels ("TSL") published by the EPA and used by the Department. Cobalt, iron, and manganese were detected in concentrations that exceed the TSL. Three VOCs (1,2,3-trimethylbenzene, naphthalene, and toluene) were detected in concentrations that exceed the groundwater screening criteria. Naphthalene and 1,2,3-trimethylbenzene concentrations exceed the TSL, while the toluene concentration exceeded the MCL. Two semi-volatile organic compounds (2-methylnaphthalene and naphthalene) were present in concentrations that exceed the TSL.

RESPONSE ACTIONS

3. Respondents agree to submit to the Department for review and written approval within thirty (30) days of the execution date of this Contract a Work Plan for the Site that is consistent with the technical intent of the National Contingency Plan. The Work Plan shall be implemented upon written approval from the Department. The Work Plan shall include the names, addresses, and telephone numbers of the consulting firm, the analytical laboratory certified by the Department, and Respondents' contact person for matters relating to this Contract. Respondents will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plan and will notify Respondents in writing of any deficiencies in the Work Plan, and Respondents

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will respond in writing to the Department's comments within thirty (30) days. The Work Plan and all associated reports shall be prepared in accordance with industry standards and endorsed by a Professional Engineer (P.E.) and/or Professional Geologist (P.G.) duly-licensed in South Carolina and shall set forth methods and schedules for accomplishing the following tasks:

- A. Conduct a Remedial Investigation (RI) to determine the source, nature, and extent of Contamination at the Site. This will include a include a Tier I assessment of the release of Petroleum Products consistent with the guidelines of the UST Management Division. The RI will include the installation of off-site groundwater monitoring wells on the portions of Tax Map Serial Numbers 0038000200100 and 0038000300300 adjoining the Site if necessary to fully delineate the extent of the of Contamination at the Site.
- B. Further assessment and site rehabilitation activities to address the release of Petroleum Products reported on May 27, 2016, or any other release from a registered UST which is eligible for SUPERB funding will be conducted in coordination with the UST Management Division.
- C. Submit to the Department an RI Report (to include a Baseline Risk Assessment or other evaluation of risk to human health and the environment) in accordance with the schedule in the approved RI Work Plan. The Department shall review the RI Report for determination of completion and sufficiency of the documentation. If the Department determines that the field investigation is not complete, it will send written notification of such to Respondents, and Respondents shall subsequently conduct additional field investigation to further determine the source, nature, and extent of Contamination. If the Department determines that the field investigation is complete but the report is incomplete, the Department shall send to Respondents a letter indicating that

revision of the report is necessary. Within thirty-(30)-days of receipt of such letter from the Department, Respondents shall submit a revised report addressing the Department's comments.

- D. If determined necessary by the Department, conduct a Feasibility Study or other evaluation of remedial and/or removal alternatives for addressing Contamination at the Site.

4. Respondents shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan that is consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan is submitted to the Department for information purposes only. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Respondents.

5. Respondents shall inform the Department in writing at least five (5) working days in advance of all field activities pursuant to this Contract and, if deemed necessary by the Department, shall allow the Department and its authorized representatives to take duplicates of any samples collected by Respondents pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and once a quarter thereafter, Respondents shall submit to the Department a written progress report that must include the following: (A) actions taken under this Contract during the previous reporting period; (B) actions scheduled to be taken in the next reporting period; (C) sampling, test results, and any other data, in summary form, generated during the previous reporting period, whether generated pursuant to this Contract or not; and (D) a description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

7. All correspondence which may or are required or permitted to be given by either party to the other hereunder shall be in writing and deemed sufficiently given if delivered by (A) regular U.S. mail, (B) certified or registered mail, postage prepaid, return receipt requested, (C) nationally recognized overnight delivery service company, or (D) hand

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delivery to the other party at the address shown below or at such place or to such agent as the parties may from time to time designate in writing.

Unless otherwise directed in writing by either party, all correspondence, work plans, and reports should be submitted to:

The Department: Jan Trent
South Carolina Department Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201
trentjc@dhec.sc.gov

Respondents: Rece Morgan
400 East Stone Avenue
Greenville, SC 29601

All final work plans and reports shall include two (2) paper copies and one (1) electronic copy on compact disk.

PUBLIC PARTICIPATION

8. Upon execution of this Contract, the Department will seek public participation in accordance with S.C. Code Ann. § 44-56-740(D), and not inconsistent with the National Contingency Plan. Respondents will reimburse the Department's costs associated with public participation (e.g., publication of public notice(s), building and equipment rental(s) for public meetings, etc.).

RESPONSE COSTS

9. In accordance with §§ 44-56-200 and 44-56-740, Respondents shall, on a quarterly basis, reimburse the Department for Oversight Costs of activities required under this Contract. Oversight Costs include, but are not limited to, the direct and indirect costs of negotiating the terms of this Contract, reviewing Work Plans and reports, supervising corresponding work, and activities and costs associated with public participation. Payments will be due within thirty (30) days of the Department's invoice date. The Department shall provide documentation of its Oversight Costs in sufficient detail so as

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to show the personnel involved, amount of time spent on the project for each person, expenses, and other specific costs. Invoices shall be submitted to:

Respondents: Rece Morgan
 400 East Stone Avenue
 Greenville, SC 29601

All of Respondents' payments should reference the Contract number on page 1 of this Contract and be made payable to:

The South Carolina Department of Health & Environmental Control

If complete payment of the Past Costs or of the quarterly billing of Oversight Costs is not received by the Department by the due date, the Department may bring an action to recover the amount owed and all costs incurred by the Department in bringing the action including, but not limited to, attorney's fees, Department personnel costs, witness costs, court costs, and deposition costs.

ACCESS

10. The Department, its authorized officers, employees, representatives, and all other persons performing Response Actions will not be denied access to the Site during normal business hours or at any time work under this Contract is being performed or during any environmental emergency or imminent threat situation, as determined by the Department (or as allowed by applicable law). Respondents and subsequent owners of the Property shall prior to the issuance of a Certificate of Completion ensure that a copy of this Contract is provided to any lessee or successor or other transferee of the Property. If Respondents are unable to obtain access from the Property owner, the Department may obtain access and perform Response Actions. All of the Department's costs associated with access and said Response Actions will be reimbursed by Respondents.

RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after Respondents have completed the actions required under this Contract,

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Respondents shall enter and file a restrictive covenant. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department and representatives of Respondents and witnessed, signed, and sealed by a notary public. Respondents shall record this restrictive covenant with the Register of Deeds or Mesne Conveyances in Greenville County. The signed covenant shall be incorporated into this Contract as an Appendix. A Certificate of Completion shall not be issued by the Department until the restrictive covenant, if required, is executed and recorded. With the approval of the Department, the restrictive covenant may be modified in the future if additional remedial activities are carried out which meet appropriate clean-up standards at that time or circumstances change such that the restrictive covenant would no longer be applicable. The Department may require Respondents or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. Respondents or subsequent owners of the Property subject to the restrictive covenant shall file an annual report with the Department by May 31st of each year detailing the current land uses and compliance with the restrictive covenants for as long as the restrictive covenant remains in effect on the Property. The report must be submitted in a manner prescribed by the Department.

OBLIGATIONS AND BENEFITS

12. Upon execution of this Contract by the Department, Respondents, their signatories, parents, subsidiaries, successors and assigns shall be deemed to have resolved their liability to the State in an administrative settlement for purposes of, and to the extent authorized under 42 U.S.C. § 9613(f)(2), S.C. Code Ann. § 44-56-200, for the matters addressed in this Contract. "Matters addressed" are all Response Actions taken or to be taken at or in connection with this Site under this Contract and any subsequent amendments to this Contract, and all response costs incurred or to be incurred under this Contract and any subsequent amendments to this Contract. Further, by resolving its liability to the State for some or all of a Response Action in this administrative settlement, Respondents may seek contribution to the extent authorized under 42 U.S.C. § 9613(f)(3)(B), S.C. Code Ann. § 44-56-200 from any person who is not a party to this administrative settlement. A thirty (30) day comment period shall be required prior to the

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Department's execution of this Contract, and shall commence upon publication of the notice of this proposed Contract in the *South Carolina State Register*.

13. Nothing in this Contract is intended to be or shall be construed as a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against a responsible party who is not a signatory to this Contract and who is not a signatory's parent, subsidiary, successor and assign.

14. Subject to the provisions of Paragraph 16, nothing in this Contract is intended to limit the right of the Department to undertake future Response Actions at the Site or to seek to compel parties to perform or pay for costs of Response Actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of Response Actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

15. Subject to the provisions of Paragraph 16, nothing in this Contract is intended to be or shall be construed as a release or covenant not to sue for any claim or cause of action that the Department may have against Respondents for any matters not expressly addressed by and settled through this Contract.

16. Upon successful completion of the terms of this Contract, Respondents shall submit to the Department a request for a Certificate of Completion.

Once the Department determines that Respondents have successfully and completely complied with this Contract, the Department, pursuant to S.C. Code Ann. § 44-56-740(A)(5) and (B)(1), will give Respondents a Certificate of Completion that provides a covenant not to sue to Respondents, their signatories, parents, subsidiaries, successors and assigns for the work done in completing the Response Actions specifically covered in this Contract and completed in accordance with the approved work plans and reports. The covenant not to sue and administrative settlement for purposes of contribution protection are contingent upon the Department's determination that Respondents successfully and completely complied with this Contract.

In consideration of the Department's covenant not to sue, Respondents, their signatories, parents, subsidiaries, successors and assigns agree not to assert any claims or causes of action against the Department arising out of activities undertaken at the Site or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Site, except for those claims or causes of action resulting from the Department's intentional or grossly negligent acts or omissions.

17. Respondents and the Department each reserve the right to unilaterally terminate this Contract. Termination may be accomplished by giving a thirty (30) day advance written notice of the election to terminate this Contract to the other party. Should Respondents elect to terminate, it must submit to the Department all data generated pursuant to this Contract, and certify to the Department's satisfaction that any environmental or physical hazard shall be stabilized and/or mitigated such that the Site does not pose a hazard to human health or the environment that did not exist prior to any initial Response Action addressing Contamination identified in this Contract.

18. The Department may terminate this Contract only for cause, which may include but is not limited to, the following:

- A. Events or circumstances at the Site that are inconsistent with the terms and conditions of this Contract;
- B. Failure to complete the terms of this Contract or the Work Plan;
- C. Failure to submit timely payments for Past Costs and/or for Oversight Costs as defined in Paragraph 9 above;
- D. Additional Contamination or releases or consequences at the Site caused by Respondents, their parents, subsidiaries, successors and assigns;
- E. Providing the Department with false or incomplete information or knowingly failing to disclose material information;
- F. Change in Respondents' or their parents', subsidiaries', successors' and assigns', business activities on the Property or uses of the Property that are inconsistent with the terms and conditions of this

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Contract; or

- G. Failure by Respondents to obtain the applicable permits from the Department for any Response Action or other activities undertaken at the Property.

19. Upon termination of this Contract under Paragraph 17 or 18, the covenant not to sue and administrative settlement for purposes of contribution protection shall be null and void. Termination of this Contract by Respondents or the Department does not end the obligations to reimburse Oversight Costs already incurred by the Department and payment of such costs shall become immediately due.

20. The signatories below hereby represent that they are authorized to enter into this Contract on behalf of their respective parties.

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THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

BY: Daphne G. Neel
Daphne G. Neel, Chief
Bureau of Land and Waste Management
Environmental Quality Control

DATE: 3/5/18

Clara
Reviewed by Office of General Counsel

DATE: 2/28/18

NORTHPOINTE OS, LLC

[Signature]
Signature

DATE: 12/15/2017

Reve E. Morgan CEO
Printed Name and Title

GREENVILLE-NORTHPOINTE ASSOCIATES, LLC

[Signature]
Signature

DATE: 12/15/2017

Reve E. Morgan
Printed Name and Title

[Signature]
Signature

DATE: 12/19/17

JAMES BARRON
Printed Name and Title

APPENDIX A

Legal Description of the Property

County of Greenville

Tax Map Serial Number 0038000200100 and 0038000300300

All those certain pieces, parcels or tracts of land, situate, lying and located on East Stone Street and Wade Hampton Boulevard, City of Greenville, County of Greenville, State of South Carolina, containing 4.703 acres, more or less, and being more particularly described by the following metes and bounds:

The beginning point of the parcel is located by commencing at a point at the intersection of the proposed new southern right of way of Wade Hampton Blvd. and the proposed new western right of way of North Church Street. Thence, along the proposed right of way of North Church the following courses and distances, S 41-39-03 E for 83.13 feet to a point. Thence, S 5-46-19 E for 85.31 feet to a point. Thence, S 41-39-03 E for 8.53 feet to a point. Thence, S 2-35-31 E for 28.27 feet to a point. Thence, S 00-18-18 E for 99.83 feet to a point. Thence, S 2- 50-09W for 34.17 feet to a point. Thence, S 5-03-05 W for 102.48 feet to a point. Thence, S 7-59-51 W for 20.89 feet to a point. Thence S 10-50-15 W for 42.64 feet to a point. Thence, S 12-14-01 W for 43.43 feet. Thence, along the western right of way of North Church Street, S 12-14-01 W for 87.43 feet to a point. Thence, S 16-47-23 W for 100.04 feet to a point. Thence, S 21-06-41 W for 78.96 feet to a point. Thence, S 26-24-21 W for 161.36 feet to a point. Thence, S 31- 17-29 W for 55.81 feet to a point at the western right of way of North Church Street and the Northern right of way of East Stone Avenue. Thence, with the northern right of way of East Stone Avenue, along the arc of a curve to the left, having a radius of 711.65feet, an arc length of 144.02 feet and a chord bearing of N 54-22-22W for 143.77 feet to a point. Thence, N 59-48-03 W for 61.96 feet to a point. Thence, N 71-47-33 W for 181.55 feet to a point. Thence, S 15-07-52 W for 5.06 feet to a point. Thence, N 71-51-38 W for 55.10 feet to a point. Thence, N 65-54-36 W for 42.45 feet to a point. Thence, N 72-20-40 W for 36.05 feet to a point. Thence, N 72-20-40 W for 45.11 feet to a point. Thence, along the arc of a curve to the right, having a radius of 59.50 feet, an arc length of 117.32 feet and a chord bearing of N 15-51-30 W for 99.22 feet to a point on the proposed new southern right of way of Wade Hampton Boulevard. Thence, with said right of way along the arc of a curve to the right having a radius of 266.50 feet. An arc length of 40.33 feet and a chord bearing of N 44-57-49 E for 40.30 feet to a point. Thence, N 48-43-31 E for 59.83 feet to a point. Thence, N 48-09-34 E for 234.24 feet to a point. Thence, along the arc of a curve to the left having a radius of 1010.50 feet, an arc length of 56.31 feet and a chord bearing of N 46-33-47 E for 56.30 feet to a point. Thence, leaving the proposed new right of way of Wade Hampton Blvd., Thence, S 454-26-55 E or 19.35 feet to a point. Thence, along the arc of curve to the right having a radius of 24.50 feet, an arc length of 27.91 feet and a chord bearing of S 12-48-53 E for 26.42 feet to a point. Thence, along the arc of a curve to the left having a radius of 51.78 feet, an arc length of 31.63 feet and a chord bearing of S 02-19-09 W for 31.14 feet to a point. Thence, along the arc of a curve to the right, having a radius of

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4.50 feet, an arc length of 5.02 feet, and a chord bearing of N16-46-18 E for 4.76 feet to a point. Thence, S 41-18-49 E for 184.05 feet to a point. Thence, along the arc of a curve to the left having a radius of 74.62 feet, an arc length of 29.98 feet and a chord bearing of S 53-45-55 E for 29.73 feet to a point. Thence, along the arc of a curve to the right having a radius of 24.50 feet, an arc length of 31.95 feet and a chord bearing of S 27-55-02 W for 29.73 feet to a point. Thence, along the arc of a curve to the right having a radius of 340.66 feet, an arc length of 68.18 feet and a chord bearing of N 20-09-10 E for 68.07 feet to a point. Thence, along the arc of a curve to the right having a radius of 175.50 feet, an arc length of 34.12 feet and a chord bearing of N 31-27-21 E for 34.07 feet to a point. Thence, N 37-01-32 E for 135.14 feet to a point. Thence, along the arc of a curve to the left having a radius of 99.50 feet, an arc length of 26.94 feet and a chord bearing of N 63-58-37 W for 26.86 feet to a point. Thence, S 45-26-55 E for 17.58 feet to a point. Thence, along the arc of a curve to the right having a radius of 99.50 feet, an arc length of 26.94 feet and a chord bearing of N 63-58-37 W for 26.86 feet to a point. Thence, S 45-26-55 E for 17.58 feet to a point. Thence, S 71-44-00 E for 13.50 feet to a point. Thence, S 72-37-28 E for 62.73 feet to a point. Thence, S 71-45-48 E for 29.98 feet to a point. Thence, along the arc of a curve to the left having a radius of 24.52 feet, an arc length of 17.32 feet and a chord bearing of S 87-58-41 E for 16.96 feet to a point, the point and place of beginning.

Portion of Greenville Tax Map Parcel Numbers 0038000200100 and 0038000300300