



CHEMUNG COUNTY - STATE OF NEW YORK
LINDA A. FORREST, COUNTY CLERK
210 Lake Street, PO Box 588
Elmira, NY 14902-0588

COUNTY CLERK'S RECORDING PAGE
THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



INSTRUMENT #: 202614873

Receipt#: 390563

Clerk: AC

Rec Date: 09/29/2026 02:55:55 PM

Doc Grp: RP

Descrip: EASEMENT

Num Pgs: 19

Rec'd Frm: BEVERIDGE & DIAMOND

Party1: CITY SCHOOL DISTRICT OF THE CITY OF
ELMIRA

Party2: NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

Town: CITY OF ELMIRA
TOWN OF SOUTHPORT

Recording:

Cover Page	5.00
Recording Fee	110.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 140.00

Transfer Tax 0.00
Transfer Tax - State 0.00

Sub Total: 0.00

Total: 140.00

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****

Transfer Tax #: 198

Transfer Tax

Consideration: 0.00

Total: 0.00

WARNING***

*** Information may be amended during the verification process, and may not be reflected on this cover page.

STATE OF NEW YORK
CHEMUNG COUNTY CLERK

THIS SHEET CONSTITUTES THE CLERK ENDORSEMENT
REQUIRED BY SECTION 316-A (5) FOR THE REAL
PROPERTY LAW OF THE STATE OF NEW YORK.
DO NOT DETACH

Record and Return To:

BEVERIDGE & DIAMOND
TIMOTHY NEVINS
825 THIRD AVENUE
16TH FLOOR
NEW YORK, NY 10022

Linda A. Forrest
LINDA A. FORREST - COUNTY CLERK

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

THIS INDENTURE made th: 4th day of September, 2026, between Owner, The City School District of the City of Elmira, having an office at 430 W. Washington Avenue, Elmira, County of Chemung, 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 765 S. Main Street in the City of Elmira and 777 S. Main Street in the Town of Southport, County of Chemung and State of New York, known and designated on the tax map of the County Clerk of Chemung as tax map parcel number: SBL 99.16-1-16 & 99.20-1-74.2, being the same as that property conveyed to Grantor by deed dated April 21, 1977 and recorded in the Chemung County Clerk's Office in Liber and Page 652/327 and by deed dated June 15, 1977 and recorded in the Chemung County Clerk's Office in Liber and Page 653/925. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 26.211 +/- acres, and is hereinafter more fully described in the Land Title Survey dated November 9, 2022, and last revised, May 1, 2026, prepared by Brian J. Zick, 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 Brownfield Cleanup Agreement IndexNumber: C808022-07-16, 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:

**Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii),
Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial
as described in 6 NYCRR Part 375-1.8(g)(2)(iv)**

(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 Chemung 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 purposes as defined in 6NYCRR 375-1.8(g)(2)(i), 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, 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. 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 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;

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 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. 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. 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, 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: C808022
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 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 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 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.

11. Consistency with the SMP. To the extent there is any conflict or inconsistency between the terms of this Environmental Easement and the SMP, regarding matters specifically addressed by the SMP, the terms of the SMP will control.

Remainder of Page Intentionally Left Blank

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,

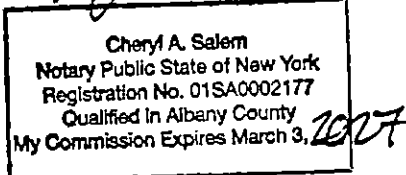
By: Andrew O. Guglielmi
Andrew O. Guglielmi, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 4th day of September in the year 2026 before me, the undersigned, personally appeared Andrew O. 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/ 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.

Cheryl A. Salem
Notary Public - State of New York



NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION EXPIRES
MARCH 3, 2027

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

The City School District of the City of Elmira:

By: *Sara Lattin*

Print Name: Sara Lattin

Title: Board of Education Date: 7/22/2026
President

Grantor's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the 22 day of JULY, in the year 2026 before me, the undersigned, personally appeared Sara Lattin, 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.

Anne V. Mayer
Notary Public - State of New York

Anne V Mayer
Notary Public, State of New York
Reg. No. 01MA6415143
Qualified in Chemung County
My Commission Expires 03/08/2029

SCHEDULE "A" PROPERTY DESCRIPTION

Easement Description

**City of Elmira and Town of Southport, Chemung County, NY
Chemung County Tax Map Designation - 99.16-1-16 & 99.20-1-74.2**

North Portion Parcel A

ALL that piece or parcel of property situate in the City of Elmira and Town of Southport, County of Chemung, State of New York described as follows:

BEGINNING at a point on the easterly road boundary of South Main Street, at its intersection with the division line between the lands now or formerly of the City School District of the City of Elmira on the south and the lands now or formerly of American Capital RE LLC on the north, said point being S 21° 12' 53" E, a distance of 59.5'± from an iron rod found near the intersection of the easterly boundary of South Main Street and the southerly boundary of O'Gorman Street, said point also being N 16° 23' 50" E, a distance of 0.40' from an iron rod found;

Thence, N 67° 54' 08" E along the southerly boundary of the lands now or formerly of American Capital RE LLC, a distance of 150.00 feet to a point;

Thence, along the lands now or formerly owned by Jonathan W Dobbs, the following two (2) courses and distances:

- 1) S 21° 09' 15" E, a distance of 60.00 feet to an iron rod found;
- 2) N 67° 55' 45" E, a distance of 60.00 feet to a point;

Thence, along the lands now or formerly of Jessica E. Coaxum, the following three (3) courses and distances:

- 1) S 50° 45' 05" E, a distance of 0.51 feet to a point;
- 2) N 67° 49' 16" E, a distance of 52.00 feet to a point;
- 3) N 21° 18' 44" W, a distance of 120.40 feet to a point on the southerly boundary of O'Gorman Street;

Thence, N 67° 54' 08" E, along the last-mentioned street boundary, a distance of 68.00 feet to a point;

Thence, N 21° 29' 58" W, along the easterly boundary of O'Gorman Street and continuing along the easterly boundary of the lands now or formerly of Jeremy Stone, a distance of 175.96 feet to a point;

Thence, S 68° 29' 11" W, along the northerly boundary of the lands now or formerly of Jeremy Stone, Sandy Carlisle & Jamie E. Hackett, a distance of 181.21 feet to an iron rod found;

Thence, N 21° 25' 52" W, along the easterly boundary of the lands now or formerly of David L. Van Ness & Michelle A. Van Ness and continuing along the easterly boundary of Jason S. Davies, a distance of 355.51 feet to an iron rod found;

Thence, N 67° 57' 37" E, along the southeasterly boundary of the Clemen Center Parkway and continuing along the southerly boundary of the lands now or formerly of Rex Field Post No. 901, a distance of 509.73 feet to an iron rod found;

Thence, along the lands now or formerly of Norfolk Southern Corporation, the following two (2) courses and distances:

- 1) S 21° 59' 18" E, a distance of 532.77 feet to a point;
- 2) S 21° 56' 29" E, a distance of 984.13 feet to a point;

Thence through the lands now or formerly of the Elmira City School District, the following nine (9) courses and distances:

- 1) S 67° 45' 03" W, a distance of 60.01 feet to a point;
- 2) S 21° 57' 09" E, a distance of 41.94 feet to a point;
- 3) S 66° 05' 50" W, a distance of 12.71 feet to a point;
- 4) S 66° 18' 38" W, a distance of 25.90 feet to a point;
- 5) S 67° 49' 35" W, a distance of 22.41 feet to a point;
- 6) S 21° 23' 25" E, a distance of 2.40 feet to a point;
- 7) S 68° 36' 35" W, a distance of 10.00 feet to a point;
- 8) S 21° 23' 25" E, a distance of 60.51 feet to a point;
- 9) S 68° 36' 35" W, a distance of 10.00 feet to the face of an existing Elmira City School District building.

Thence, through the lands now or formerly of the Elmira City School District along the exterior of the school building, the following two hundred ninety-six (296) courses and distances:

- 1) S 21° 23' 25" E, a distance of 41.71 feet to a point;
- 2) N 68° 44' 36" E, a distance of 5.10 feet to a point;
- 3) N 21° 07' 52" W, a distance of 11.14 feet to the beginning of a non-tangential curve;
- 4) Easterly, a distance of 15.57 feet along a curve to the right, said curve having a radius of 5.13 feet and being subtended by a chord bearing N 68° 52' 08" E for a distance of 10.25 feet to a point on a non-tangential line;
- 5) S 21° 07' 52" E, a distance of 11.14 feet to a point;
- 6) N 68° 44' 36" E, a distance of 51.17 feet to a point;
- 7) S 20° 54' 02" E, a distance of 2.32 feet to a point;
- 8) S 68° 45' 32" W, a distance of 4.58 feet to a point;
- 9) S 20° 54' 02" E, a distance of 12.75 feet to a point;
- 10) N 68° 49' 10" E, a distance of 3.00 feet to a point;
- 11) S 21° 10' 50" E, a distance of 79.25 feet to a point;
- 12) S 68° 02' 45" W, a distance of 2.89 feet to a point;
- 13) S 20° 23' 21" E, a distance of 12.83 feet to a point;
- 14) N 66° 09' 38" E, a distance of 3.00 feet to a point;
- 15) S 23° 50' 22" E, a distance of 2.25 feet to a point;
- 16) S 67° 17' 10" W, a distance of 2.87 feet to a point;
- 17) S 20° 32' 01" E, a distance of 12.71 feet to a point;
- 18) N 68° 47' 17" E, a distance of 3.00 feet to a point;
- 19) S 21° 12' 43" E, a distance of 56.81 feet to a point;
- 20) S 68° 59' 45" W, a distance of 1.28 feet to a point;
- 21) S 21° 00' 15" E, a distance of 12.78 feet to a point;
- 22) N 68° 42' 04" E, a distance of 3.00 feet to a point;
- 23) S 21° 17' 56" E, a distance of 2.19 feet to a point;
- 24) S 66° 50' 31" W, a distance of 0.90 feet to a point;
- 25) S 21° 00' 15" E, a distance of 32.16 feet to a point;
- 26) S 68° 43' 34" W, a distance of 22.83 feet to a point;
- 27) N 21° 47' 22" W, a distance of 7.98 feet to a point;
- 28) S 68° 54' 07" W, a distance of 21.26 feet to a point;
- 29) N 21° 31' 41" W, a distance of 24.08 feet to a point;
- 30) S 68° 52' 36" W, a distance of 36.36 feet to a point;
- 31) S 21° 15' 51" E, a distance of 58.67 feet to a point;
- 32) N 68° 45' 54" E, a distance of 23.47 feet to a point;
- 33) N 17° 45' 41" W, a distance of 1.62 feet to a point;
- 34) N 69° 57' 45" E, a distance of 1.48 feet to a point;
- 35) S 17° 45' 41" E, a distance of 1.61 feet to a point;
- 36) N 68° 47' 45" E, a distance of 23.43 feet to a point;
- 37) N 17° 56' 10" W, a distance of 1.65 feet to a point;
- 38) N 71° 12' 12" E, a distance of 1.49 feet to a point;
- 39) S 21° 47' 07" E, a distance of 8.34 feet to a point;
- 40) N 68° 40' 14" E, a distance of 20.86 feet to a point;
- 41) N 20° 40' 25" W, a distance of 3.72 feet to a point;
- 42) N 68° 43' 32" E, a distance of 117.12 feet to a point;

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- 43) S 21° 11' 02" E, a distance of 94.54 feet to a point;
 - 44) S 67° 32' 32" W, a distance of 1.54 feet to a point;
 - 45) N 22° 00' 59" W, a distance of 3.99 feet to a point;
 - 46) S 68° 45' 04" W, a distance of 43.08 feet to a point;
 - 47) S 20° 40' 29" E, a distance of 5.87 feet to a point;
 - 48) S 67° 10' 36" W, a distance of 1.59 feet to a point;
 - 49) N 21° 21' 39" W, a distance of 5.92 feet to a point;
 - 50) S 68° 51' 09" W, a distance of 79.43 feet to a point;
 - 51) S 20° 06' 11" E, a distance of 3.96 feet to a point;
 - 52) S 69° 20' 49" W, a distance of 1.51 feet to a point;
 - 53) N 21° 18' 46" W, a distance of 15.90 feet to a point;
 - 54) S 68° 25' 57" W, a distance of 10.59 feet to a point;
 - 55) S 16° 14' 56" E, a distance of 1.53 feet to a point;
 - 56) S 69° 18' 59" W, a distance of 1.48 feet to a point;
 - 57) N 23° 12' 04" W, a distance of 1.62 feet to a point;
 - 58) S 68° 25' 57" W, a distance of 31.92 feet to a point;
 - 59) S 19° 37' 36" E, a distance of 7.57 feet to a point;
 - 60) N 69° 14' 19" E, a distance of 8.31 feet to a point;
 - 61) S 18° 41' 07" E, a distance of 1.27 feet to a point;
 - 62) S 69° 14' 19" W, a distance of 21.29 feet to a point;
 - 63) N 19° 37' 36" W, a distance of 8.91 feet to a point;
 - 64) S 69° 14' 19" W, a distance of 9.40 feet to a point;
 - 65) N 19° 37' 36" W, a distance of 9.80 feet to a point;
 - 66) S 68° 48' 55" W, a distance of 9.32 feet to a point;
 - 67) S 19° 37' 36" E, a distance of 9.88 feet to a point;
 - 68) S 68° 48' 55" W, a distance of 59.74 feet to a point;
 - 69) S 21° 11' 02" E, a distance of 85.09 feet to a point;
 - 70) N 68° 47' 52" E, a distance of 10.03 feet to a point;
 - 71) S 21° 23' 59" E, a distance of 9.56 feet to a point;
 - 72) S 68° 47' 52" W, a distance of 109.80 feet to a point;
 - 73) S 21° 34' 20" E, a distance of 17.05 feet to a point;
 - 74) S 68° 38' 47" W, a distance of 24.80 feet to a point;
 - 75) S 19° 15' 36" E, a distance of 1.54 feet to a point;
 - 76) S 67° 01' 12" W, a distance of 1.84 feet to a point;
 - 77) N 19° 15' 36" W, a distance of 1.60 feet to a point;
 - 78) S 68° 58' 39" W, a distance of 57.28 feet to a point;
 - 79) N 21° 37' 15" W, a distance of 17.09 feet to a point;
 - 80) S 67° 17' 33" W, a distance of 2.29 feet to a point;
 - 81) N 20° 19' 23" W, a distance of 1.50 feet to a point;
 - 82) N 67° 17' 33" E, a distance of 2.29 feet to a point;
 - 83) N 21° 19' 15" W, a distance of 40.44 feet to a point;
 - 84) S 68° 54' 58" W, a distance of 12.50 feet to a point;
 - 85) S 21° 50' 18" E, a distance of 4.54 feet to a point;
 - 86) S 70° 10' 58" W, a distance of 3.15 feet to a point;
 - 87) N 21° 50' 18" W, a distance of 4.59 feet to a point;
 - 88) S 68° 53' 31" W, a distance of 20.56 feet to a point;
 - 89) S 20° 40' 11" E, a distance of 16.27 feet to a point;
 - 90) N 64° 27' 02" E, a distance of 1.81 feet to a point;
 - 91) S 21° 36' 47" E, a distance of 1.44 feet to a point;
 - 92) S 64° 27' 02" W, a distance of 1.81 feet to a point;
 - 93) S 21° 13' 45" E, a distance of 23.49 feet to a point;
 - 94) N 69° 50' 39" E, a distance of 6.77 feet to a point;
 - 95) S 20° 03' 07" E, a distance of 1.89 feet to a point;
 - 96) S 68° 58' 54" W, a distance of 1.76 feet to a point;
 - 97) S 21° 15' 42" E, a distance of 22.81 feet to a point;
 - 98) N 73° 23' 36" E, a distance of 1.80 feet to a point;
 - 99) S 19° 34' 49" E, a distance of 1.53 feet to a point;

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- 100) S 67° 14' 59" W, a distance of 1.74 feet to a point;
101) S 21° 04' 47" E, a distance of 23.34 feet to a point;
102) N 70° 59' 36" E, a distance of 1.78 feet to a point;
103) S 22° 01' 50" E, a distance of 1.49 feet to a point;
104) S 70° 59' 36" W, a distance of 1.78 feet to a point;
105) S 21° 17' 15" E, a distance of 23.49 feet to a point;
106) N 69° 17' 18" E, a distance of 7.92 feet to a point;
107) N 23° 47' 13" E, a distance of 30.13 feet to a point;
108) Southeasterly, a distance of 19.62 feet along a non-tangential curve to the right, said curve having a radius of 6.33 feet and being subtended by a chord bearing S 66° 09' 04" E for a distance of 12.66 feet to a point on a non-tangential line;
109) S 23° 47' 13" W, a distance of 16.97 feet to a point;
110) S 21° 03' 13" E, a distance of 0.39 feet to a point;
111) N 68° 56' 47" E, a distance of 24.50 feet to a point;
112) N 17° 45' 18" W, a distance of 1.64 feet to a point;
113) N 69° 09' 47" E, a distance of 1.85 feet to a point;
114) S 21° 07' 47" E, a distance of 59.70 feet to a point;
115) S 70° 54' 30" W, a distance of 1.87 feet to a point;
116) N 22° 33' 42" W, a distance of 1.69 feet to a point;
117) S 68° 51' 56" W, a distance of 30.51 feet to a point;
118) S 19° 59' 41" E, a distance of 1.73 feet to a point;
119) S 67° 23' 38" W, a distance of 1.83 feet to a point;
120) N 19° 59' 41" W, a distance of 1.73 feet to a point;
121) S 68° 54' 23" W, a distance of 22.98 feet to a point;
122) S 18° 50' 22" E, a distance of 1.76 feet to a point;
123) S 68° 43' 47" W, a distance of 1.50 feet to a point;
124) N 18° 03' 21" W, a distance of 1.75 feet to a point;
125) S 68° 43' 17" W, a distance of 23.50 feet to a point;
126) S 17° 52' 41" E, a distance of 1.73 feet to a point;
127) S 70° 00' 07" W, a distance of 1.51 feet to a point;
128) N 18° 03' 21" W, a distance of 1.75 feet to a point;
129) S 68° 42' 55" W, a distance of 23.49 feet to a point;
130) S 18° 03' 21" E, a distance of 1.75 feet to a point;
131) S 70° 06' 09" W, a distance of 1.52 feet to a point;
132) N 18° 03' 21" W, a distance of 1.75 feet to a point;
133) S 68° 30' 07" W, a distance of 23.16 feet to a point;
134) S 18° 10' 20" E, a distance of 1.64 feet to a point;
135) S 68° 34' 49" W, a distance of 1.83 feet to a point;
136) N 21° 07' 47" W, a distance of 6.69 feet to a point;
137) S 68° 51' 25" W, a distance of 23.57 feet to a point;
138) S 21° 51' 44" E, a distance of 6.70 feet to a point;
139) S 68° 08' 16" W, a distance of 1.54 feet to a point;
140) N 21° 51' 44" W, a distance of 6.70 feet to a point;
141) S 68° 40' 41" W, a distance of 23.13 feet to a point;
142) S 18° 29' 31" E, a distance of 6.70 feet to a point;
143) S 71° 30' 29" W, a distance of 1.52 feet to a point;
144) N 18° 29' 31" W, a distance of 6.70 feet to a point;
145) S 68° 39' 34" W, a distance of 23.67 feet to a point;
146) S 20° 39' 43" E, a distance of 6.70 feet to a point;
147) S 69° 20' 17" W, a distance of 1.50 feet to a point;
148) N 20° 39' 43" W, a distance of 6.70 feet to a point;
149) S 68° 40' 54" W, a distance of 21.52 feet to a point;
150) S 20° 39' 43" E, a distance of 6.70 feet to a point;
151) S 69° 20' 17" W, a distance of 1.50 feet to a point;
152) N 23° 43' 50" W, a distance of 44.10 feet to a point;
153) S 73° 35' 55" W, a distance of 1.42 feet to a point;
154) N 20° 05' 42" W, a distance of 3.86 feet to a point;

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- 155) S 69° 55' 56" W, a distance of 9.32 feet to a point;
- 156) S 20° 05' 42" E, a distance of 4.10 feet to a point;
- 157) S 67° 50' 26" W, a distance of 1.53 feet to a point;
- 158) N 21° 18' 11" W, a distance of 27.31 feet to a point;
- 159) Northeasterly, a distance of 18.15 feet along a non-tangential curve to the right, said curve having a radius of 6.36 feet and being subtended by a chord bearing N 61° 05' 38" E for a distance of 12.59 feet to a point on a non-tangential line;
- 160) S 21° 02' 59" E, a distance of 15.00 feet to a point;
- 161) N 68° 57' 01" E, a distance of 25.02 feet to a point;
- 162) N 21° 12' 50" W, a distance of 23.58 feet to a point;
- 163) S 67° 16' 38" W, a distance of 1.69 feet to a point;
- 164) N 20° 11' 14" W, a distance of 1.56 feet to a point;
- 165) N 67° 16' 38" E, a distance of 1.69 feet to a point;
- 166) N 21° 13' 21" W, a distance of 23.43 feet to a point;
- 167) S 67° 13' 18" W, a distance of 1.71 feet to a point;
- 168) N 20° 35' 58" W, a distance of 1.55 feet to a point;
- 169) N 67° 13' 18" E, a distance of 1.71 feet to a point;
- 170) N 21° 22' 23" W, a distance of 23.13 feet to a point;
- 171) S 67° 13' 18" W, a distance of 1.71 feet to a point;
- 172) N 18° 36' 51" W, a distance of 1.52 feet to a point;
- 173) N 59° 00' 26" E, a distance of 0.21 feet to a point;
- 174) N 17° 41' 03" W, a distance of 2.42 feet to a point;
- 175) N 70° 15' 18" E, a distance of 1.53 feet to a point;
- 176) N 21° 28' 07" W, a distance of 9.13 feet to a point;
- 177) S 69° 00' 10" W, a distance of 15.86 feet to a point;
- 178) N 19° 41' 26" W, a distance of 1.53 feet to a point;
- 179) N 67° 00' 42" E, a distance of 1.91 feet;
- 180) Northeasterly, a distance of 17.97 feet along a non-tangential curve to the right, said curve having a radius of 12.31 feet and being subtended by a chord bearing N 25° 42' 04" E for a distance of 16.41 feet to a point on a non-tangential line;
- 181) N 19° 43' 07" W, a distance of 1.21 feet to a point;
- 182) N 66° 43' 06" E, a distance of 1.75 feet to a point;
- 183) N 21° 21' 34" W, a distance of 48.30 feet to a point;
- 184) S 68° 35' 07" W, a distance of 23.14 feet to a point;
- 185) S 21° 29' 18" E, a distance of 1.65 feet to a point;
- 186) S 68° 30' 42" W, a distance of 1.77 feet to a point;
- 187) N 21° 29' 16" W, a distance of 26.65 feet to a point;
- 188) S 68° 53' 23" W, a distance of 22.15 feet to a point;
- 189) Northwesterly, a distance of 19.91 feet along a non-tangential curve to the right, said curve having a radius of 6.33 feet and being subtended by a chord bearing N 21° 11' 06" W for a distance of 12.66 feet to a point on a non-tangential line;
- 190) N 68° 45' 09" E, a distance of 9.67 feet to a point;
- 191) N 21° 07' 59" W, a distance of 42.75 feet to a point;
- 192) N 70° 13' 11" E, a distance of 1.94 feet to a point;
- 193) S 21° 37' 35" E, a distance of 1.50 feet to a point;
- 194) N 69° 42' 09" E, a distance of 10.33 feet to a point;
- 195) N 20° 04' 39" W, a distance of 1.71 feet to a point;
- 196) N 67° 08' 53" E, a distance of 1.55 feet to a point;
- 197) S 20° 04' 39" E, a distance of 1.65 feet to a point;
- 198) N 68° 55' 14" E, a distance of 23.44 feet to a point;
- 199) N 18° 16' 43" W, a distance of 1.72 feet to a point;
- 200) N 69° 15' 36" E, a distance of 1.49 feet to a point;
- 201) S 21° 22' 04" E, a distance of 1.65 feet to a point;
- 202) N 68° 58' 14" E, a distance of 23.41 feet to a point;
- 203) N 18° 25' 36" W, a distance of 1.79 feet to a point;
- 204) N 70° 40' 32" E, a distance of 1.50 feet to a point;
- 205) S 18° 25' 36" E, a distance of 1.79 feet to a point;

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- 206) N 68° 32' 37" E, a distance of 23.48 feet to a point;
 - 207) N 18° 45' 42" W, a distance of 1.65 feet to a point;
 - 208) N 67° 32' 36" E, a distance of 1.59 feet to a point;
 - 209) S 18° 45' 42" E, a distance of 1.65 feet to a point;
 - 210) N 68° 51' 06" E, a distance of 23.44 feet to a point;
 - 211) N 18° 14' 31" W, a distance of 1.70 feet to a point;
 - 212) N 68° 38' 19" E, a distance of 1.52 feet to a point;
 - 213) S 18° 14' 31" E, a distance of 1.70 feet to a point;
 - 214) N 68° 45' 05" E, a distance of 23.47 feet to a point;
 - 215) N 22° 55' 21" W, a distance of 1.74 feet to a point;
 - 216) N 70° 45' 33" E, a distance of 1.67 feet to a point;
 - 217) S 22° 55' 21" E, a distance of 1.74 feet to a point;
 - 218) N 68° 41' 55" E, a distance of 23.33 feet to a point;
 - 219) N 18° 26' 29" W, a distance of 1.81 feet to a point;
 - 220) N 72° 36' 29" E, a distance of 1.53 feet to a point;
 - 221) S 18° 26' 29" E, a distance of 1.81 feet to a point;
 - 222) N 68° 23' 37" E, a distance of 22.94 feet to a point;
 - 223) N 19° 22' 53" W, a distance of 1.72 feet to a point;
 - 224) N 68° 28' 04" E, a distance of 13.48 feet to a point;
 - 225) N 14° 54' 25" W, a distance of 1.07 feet to a point;
 - 226) N 72° 46' 06" E, a distance of 2.04 feet to a point;
 - 227) N 21° 17' 11" W, a distance of 8.37 feet to a point;
 - 228) S 70° 44' 59" W, a distance of 2.21 feet to a point;
 - 229) N 19° 16' 37" W, a distance of 1.73 feet to a point;
 - 230) N 70° 39' 04" E, a distance of 2.16 feet to a point;
 - 231) N 21° 16' 44" W, a distance of 8.25 feet to a point;
 - 232) S 69° 21' 30" W, a distance of 2.11 feet to a point;
 - 233) N 20° 20' 29" W, a distance of 1.48 feet to a point;
 - 234) N 69° 21' 30" E, a distance of 2.11 feet to a point;
 - 235) N 21° 24' 43" W, a distance of 8.50 feet to a point;
 - 236) S 70° 33' 19" W, a distance of 2.11 feet to a point;
 - 237) N 20° 20' 18" W, a distance of 1.55 feet to a point;
 - 238) N 70° 33' 19" E, a distance of 2.11 feet to a point;
 - 239) N 21° 22' 19" W, a distance of 8.44 feet to a point;
 - 240) S 70° 21' 19" W, a distance of 2.13 feet to a point;
 - 241) N 20° 33' 32" W, a distance of 1.60 feet to a point;
 - 242) N 70° 21' 19" E, a distance of 2.13 feet to a point;
 - 243) N 21° 22' 42" W, a distance of 8.39 feet to a point;
 - 244) S 71° 08' 38" W, a distance of 2.11 feet to a point;
 - 245) N 20° 10' 29" W, a distance of 1.54 feet to a point;
 - 246) N 71° 08' 38" E, a distance of 2.11 feet to a point;
 - 247) N 21° 06' 07" W, a distance of 8.47 feet to a point;
 - 248) S 71° 53' 18" W, a distance of 2.20 feet to a point;
 - 249) N 18° 06' 42" W, a distance of 1.55 feet to a point;
 - 250) N 71° 53' 18" E, a distance of 2.20 feet to a point;
 - 251) N 22° 05' 12" W, a distance of 8.43 feet to a point;
 - 252) S 68° 38' 12" W, a distance of 2.17 feet to a point;
 - 253) N 19° 56' 44" W, a distance of 1.69 feet to a point;
 - 254) N 68° 38' 12" E, a distance of 2.17 feet to a point;
 - 255) N 22° 05' 12" W, a distance of 8.17 feet to a point;
 - 256) S 68° 38' 12" W, a distance of 2.01 feet to a point;
 - 257) N 19° 56' 44" W, a distance of 1.69 feet to a point;
 - 258) N 67° 58' 55" E, a distance of 2.10 feet to a point;
 - 259) N 24° 13' 49" W, a distance of 0.64 feet to a point;
 - 260) N 66° 26' 16" W, a distance of 15.86 feet to a point;
 - 261) Northeasterly, a distance of 19.84 feet along a non-tangential curve to the right, said curve having a radius of 6.43 feet and being subtended by a chord bearing N 24° 04' 45" E for a distance of 12.86 feet to a

point on a non-tangential line.

- 262) S 65° 55' 15" E, a distance of 29.03 feet to a point;
- 263) N 69° 30' 18" E, a distance of 1.73 feet to a point;
- 264) N 21° 11' 06" W, a distance of 56.30 feet to a point;
- 265) N 68° 19' 11" E, a distance of 1.88 feet to a point;
- 266) S 22° 25' 48" E, a distance of 1.65 feet to a point;
- 267) N 69° 38' 22" E, a distance of 6.14 feet to a point;
- 268) N 24° 09' 21" W, a distance of 1.70 feet to a point;
- 269) N 68° 38' 16" E, a distance of 1.85 feet to a point;
- 270) S 24° 09' 21" E, a distance of 1.59 feet to a point;
- 271) N 68° 50' 03" E, a distance of 34.40 feet to a point;
- 272) N 19° 38' 17" W, a distance of 1.62 feet to a point;
- 273) N 70° 10' 38" E, a distance of 1.51 feet to a point;
- 274) S 19° 38' 17" E, a distance of 1.70 feet to a point;
- 275) N 67° 48' 04" E, a distance of 6.30 feet to a point;
- 276) N 16° 30' 35" W, a distance of 1.67 feet to a point;
- 277) N 70° 56' 20" E, a distance of 1.46 feet to a point;
- 278) S 16° 30' 35" E, a distance of 1.67 feet to a point;
- 279) N 68° 41' 06" E, a distance of 101.28 feet to a point;
- 280) N 20° 41' 26" W, a distance of 13.39 feet to a point;
- 281) S 72° 48' 00" W, a distance of 2.20 feet to a point;
- 282) N 17° 12' 00" W, a distance of 1.52 feet to a point;
- 283) N 72° 48' 00" E, a distance of 2.20 feet to a point;
- 284) N 21° 41' 51" W, a distance of 13.56 feet to a point;
- 285) S 69° 51' 41" W, a distance of 2.20 feet to a point;
- 286) N 20° 08' 19" W, a distance of 1.50 feet to a point;
- 287) N 69° 51' 41" E, a distance of 2.20 feet to a point;
- 288) N 20° 58' 47" W, a distance of 13.62 feet to a point;
- 289) S 68° 54' 58" W, a distance of 10.08 feet to a point;
- 290) N 21° 16' 50" W, a distance of 16.25 feet to a point;
- 291) N 21° 45' 23" W, a distance of 7.86 feet to a point;
- 292) N 21° 03' 07" W, a distance of 58.86 feet to a point;
- 293) S 69° 22' 03" W, a distance of 1.70 feet to a point;
- 294) N 21° 31' 37" W, a distance of 10.91 feet to a point;
- 295) N 67° 15' 11" E, a distance of 1.61 feet to a point;
- 296) N 21° 06' 23" W, a distance of 18.85 feet to a point;

Thence, through the lands now or formerly of the Elmira City School District, the following thirty-nine (39) courses and distances:

- 1) S 68° 53' 37" W, a distance of 176.41 feet to a point;
- 2) N 53° 32' 47" W, a distance of 17.33 feet to a point;
- 3) N 15° 13' 06" W, a distance of 7.78 feet to a point;
- 4) S 65° 50' 23" W, a distance of 34.04 feet to a point;
- 5) N 23° 12' 59" W, a distance of 20.65 feet to a point;
- 6) S 68° 43' 37" W, a distance of 149.28 feet to a point;
- 7) N 21° 28' 19" W, a distance of 352.04 feet to a point;
- 8) N 68° 44' 20" E, a distance of 148.10 feet to a point;
- 9) N 21° 15' 36" W, a distance of 12.10 feet to a point;
- 10) N 68° 44' 24" E, a distance of 36.00 feet to a point;
- 11) N 68° 48' 16" E, a distance of 32.91 feet to a point;
- 12) N 21° 16' 20" W, a distance of 18.56 feet to a point;
- 13) N 57° 41' 52" W, a distance of 6.44 feet to a point;
- 14) S 69° 20' 56" W, a distance of 29.30 feet to a point;
- 15) S 69° 20' 56" W, a distance of 183.99 feet to a point;
- 16) N 20° 41' 25" W, a distance of 48.60 feet to a point;
- 17) N 69° 20' 56" E, a distance of 5.00 feet to a point;
- 18) N 20° 39' 04" W, a distance of 10.00 feet to a point;

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- 19) S 69° 20' 56" W, a distance of 10.00 feet to a point;
 - 20) N 20° 39' 04" W, a distance of 15.00 feet to a point;
 - 21) N 69° 20' 56" E, a distance of 5.00 feet to a point;
 - 22) N 20° 39' 04" W, a distance of 25.17 feet to a point;
 - 23) S 69° 20' 56" W, a distance of 1.50 feet to a point;
 - 24) N 20° 39' 04" W, a distance of 8.17 feet to a point;
 - 25) N 69° 20' 56" E, a distance of 1.50 feet to a point;
 - 26) N 20° 39' 04" W, a distance of 55.39 feet to a point;
 - 27) S 69° 20' 56" W, a distance of 1.50 feet to a point;
 - 28) N 20° 39' 04" W, a distance of 8.17 feet to a point;
 - 29) N 69° 20' 56" E, a distance of 1.50 feet to a point;
 - 30) N 20° 39' 04" W, a distance of 8.10 feet to a point;
 - 31) S 69° 20' 56" W, a distance of 5.00 feet to a point;
 - 32) N 20° 39' 04" W, a distance of 15.00 feet to a point;
 - 33) N 69° 20' 56" E, a distance of 5.00 feet to a point;
 - 34) N 20° 39' 04" W, a distance of 3.81 feet to a point;
 - 35) N 59° 01' 49" W, a distance of 31.75 feet to a point;
 - 36) N 15° 09' 57" E, a distance of 30.37 feet to a point;
 - 37) S 69° 22' 35" W, a distance of 0.71 feet to a point;
 - 38) S 68° 47' 20" W, a distance of 31.47 feet to a point;
 - 39) S 67° 56' 25" W, a distance of 1.98 feet to a point;

Thence, N 21° 12' 53" W, along the northerly boundary of South Main Street, a distance of 366.17 feet to the POINT AND PLACE OF BEGINNING, containing 25.022± acres of land.

North Portion Parcel B

All that piece or parcel of property situate in the City of Elmira and Town of Southport, County of Chemung, State of New York described as follows:

COMMENCING at an iron rod found on the easterly road boundary of South Main Street, at its intersection with the division line between the lands now or formerly of the City School District of the City of Elmira, New York (L.652, P.327) on the north and the lands now or formerly of Southern Tier Commerce Center, LLC (Control #200511300078) on the south, said point being S 21° 12' 53" E, a distance of 1736.0'± from an iron rod found near the intersection of the easterly boundary of South Main Street and the southerly boundary O'Gorman Street;

Thence, along the lands now or formerly of Southern Tier Commerce Center, LLC, the following five (5) courses and distances:

- 1) N 68° 42' 18" E, a distance of 164.62 feet to a point;
- 2) S 66° 17' 42" E, a distance of 118.91 feet to a drill hole in concrete found;
- 3) N 68° 37' 43" E, a distance of 175.46 feet to a capped iron rod found;
- 4) N 12° 23' 16" E, a distance of 73.15 feet to a point;
- 5) N 67° 29' 20" E, a distance of 77.34 feet to the point or place of BEGINNING;

Thence through the lands now or formerly of the Elmira City School District, the following thirty-nine (39) courses and distances:

- 1) N 24° 49' 11" W, a distance of 9.69 feet to a point;
- 2) N 28° 54' 03" W, a distance of 12.22 feet to a point;
- 3) N 81° 04' 31" W, a distance of 0.56 feet to a point;
- 4) N 33° 08' 25" W, a distance of 27.00 feet to a point;
- 5) N 76° 29' 27" W, a distance of 6.33 feet to a point;
- 6) N 11° 17' 35" W, a distance of 8.66 feet to a point;
- 7) N 45° 26' 59" W, a distance of 16.57 feet to a point;
- 8) N 42° 49' 08" W, a distance of 16.00 feet to a point;
- 9) N 25° 01' 08" W, a distance of 13.14 feet to a point;
- 10) N 21° 46' 52" W, a distance of 16.25 feet to a point;
- 11) N 04° 29' 24" W, a distance of 0.63 feet to a point;
- 12) N 22° 14' 10" W, a distance of 31.62 feet to a point;
- 13) N 67° 21' 44" W, a distance of 16.23 feet to a point;
- 14) N 38° 43' 37" W, a distance of 5.60 feet to a point;
- 15) N 08° 22' 29" W, a distance of 10.57 feet to a point;
- 16) N 05° 37' 35" E, a distance of 9.68 feet to a point;
- 17) N 45° 03' 31" E, a distance of 21.43 feet to a point;
- 18) N 10° 10' 33" W, a distance of 16.73 feet to a point;
- 19) N 19° 27' 01" E, a distance of 21.16 feet to a point;
- 20) N 13° 01' 19" W, a distance of 16.55 feet to a point;
- 21) N 03° 48' 32" W, a distance of 10.21 feet to a point;
- 22) N 68° 33' 49" E, a distance of 140.63 feet to a point;
- 23) N 68° 04' 39" E, a distance of 18.62 feet to a point;
- 24) N 69° 53' 32" E, a distance of 5.22 feet to a point;
- 25) Easterly, a distance of 22.35 feet along a non-tangential curve to the left, said curve having a radius of 9.99 feet and being subtended by a chord bearing S 87° 39' 41" E for a distance of 17.97 feet to a point on a non-tangential line;
- 26) N 28° 17' 46" E, a distance of 3.76 feet to a point;
- 27) S 19° 43' 32" E, a distance of 246.69 feet to a point;
- 28) S 68° 02' 46" W, a distance of 1.12 feet to a point;
- 29) S 70° 58' 51" W, a distance of 13.97 feet to a point;
- 30) S 68° 09' 29" W, a distance of 43.00 feet to a point;
- 31) S 55° 16' 55" W, a distance of 1.58 feet to a point;
- 32) S 68° 23' 23" W, a distance of 20.32 feet to a point;
- 33) S 64° 55' 02" W, a distance of 10.49 feet to a point;
- 34) S 58° 58' 37" W, a distance of 4.59 feet to a point;
- 35) S 66° 03' 11" W, a distance of 0.81 feet to a point;
- 36) S 69° 27' 29" W, a distance of 0.18 feet to a point;
- 37) S 67° 40' 41" W, a distance of 13.40 feet to a point;
- 38) N 86° 56' 55" W, a distance of 0.98 feet to a point;

County: Chemung Site No: C808022 Brownfield Cleanup Agreement Index: C808022-07-16

39) S 65° 25' 02" W, a distance of 18.26 feet to a point;

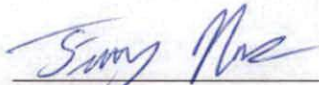
Thence, N 67° 29' 20" E, along the northerly boundary of the lands now or formerly of Southern Tier Commerce Center, LLC a distance of 58.22 feet to the POINT AND PLACE OF BEGINNING, containing 1.189± acres of land.

AFFIDAVIT OF MAILING

I, Timothy F. Nevins, upon personal knowledge, state as follows:

1. I am an attorney with Beveridge & Diamond, P.C..
2. On October 5, 2026, I caused copies of the municipal notices, appended to this affidavit, and a copy of the Environmental Easement for NYSDEC Site No. C808022 to be sent via FedEx to Charmain Cattan, City Manager for Elmira City and Joe Roman, Town Supervisor for the Town of Southport.
3. The foregoing materials were deposited with FedEx for delivery to the City of Elmira and the Town of Southport.

I make this declaration under oath and upon penalty of perjury, and I am competent to testify to the facts set forth herein.



Timothy F. Nevins

Date: October 6, 2026

Notice to Municipality

Charmain Cattan, City Manager
Elmira City
317 East Church Street, Third Floor
Elmira, New York 14901

Re: Environmental Easement – City School District of the City of Elmira – Former Sperry Remington Property North Portion.

Dear Sir or Madam:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation (“Department”) on September 4, 2026, by the City School District of the City of Elmira for properties at 765 S. Main Street, City of Elmira, New York 14904, and 777 S. Main Street, Town of Southport, 14904; DEC Site No. C808022.

This Environmental Easement restricts future use of the above-referenced property to restricted residential uses as described in 6 NYCRR Part 375-1.8(g)(2)(ii). Any on-site activity must be done in accordance with the Environmental Easement and the Site Management Plan which is incorporated into the environmental Easement. Department approval is also required prior to any groundwater use.

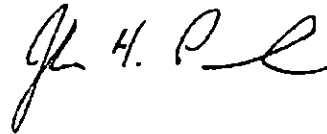
Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

1. Whenever the department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall also provide a copy of any documents modifying or terminating such environmental easement.
2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an environmental easement and that may relate to or impact such easement, the affected local government shall notify the department and refer such application to the department. The department shall evaluate whether the application is consistent with the environmental easement and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government's review of the application. The affected local government shall not approve the application until it receives approval from the department.

An electronic version of every environmental easement that has been accepted by the Department is available to the public at: <http://www.dec.ny.gov/chemical/36045.html>. Please forward this notice to your building and/or planning departments, as applicable, to ensure your compliance with these provisions of New York State Environmental Conservation Law. If you

have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "J. H. Paul". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

John H. Paul
Beveridge & Diamond PC
825 Third Ave, 16th Floor
New York, NY 10022

Elena M. Millwood

From: FedEx Tracking <TrackingUpdates@fedex.com>
Sent: Monday, October 5, 2026 3:55 PM
To: Elena M. Millwood
Subject: You're getting a shipment 878207597175



You're getting a shipment.

Tracking details

Tracking ID

878207597175

From

Beveridge & Diamond, P.C.
825 Third Ave
Floor 16
NEW YORK CITY, NY, US
10022

To

Charmain Cattan, City Manager
Elmira City
317 East Church Street
3rd Floor

ELMIRA, NY, US
14901

Number of pieces

1

Total shipment weight

0.50 LB

Service

FedEx Standard Overnight®

Reference

00055-013447

Shipper reference

00055-013447

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ID 1030

Notice to Municipality

Joe Roman, Town Supervisor
Town of Southport
1139 Pennsylvania Avenue
Elmira, New York 14904

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Remington Property North Portion.

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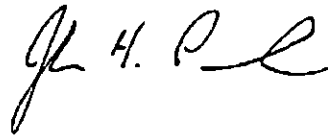
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Beveridge & Diamond PC
825 Third Ave, 16th Floor
New York, NY 10022

Elena M. Millwood

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You're getting a shipment.

Tracking details

Tracking ID

878207849414

From

Beveridge & Diamond, P.C.
825 Third Ave
Floor 16
NEW YORK CITY, NY, US
10022

To

Joe Roman, Town Supervisor
Town of Southport
1139 Pennsylvania Avenue
ELMIRA, NY, US
14904

Number of pieces

1

Total shipment weight

0.50 LB

Service

FedEx Standard Overnight®

Reference

00055-013447

Shipper reference

00055-013447

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ID 1030