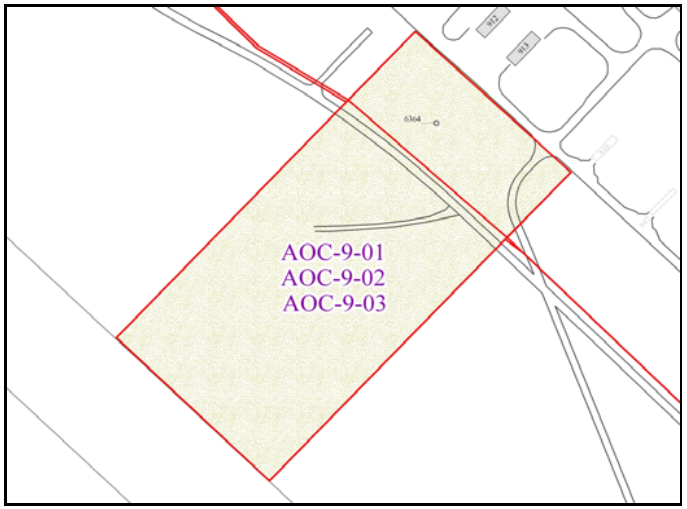
Exhibit 1
2008 LUC/IC Confirmation by Site

WSA Landfills - AOC 9
Parcel A4 and F10C (Northern Portion, Former Griffiss AFB)
LUC/IC Confirmation





Legend: Refer to "Key to Features" at beginning of Section.

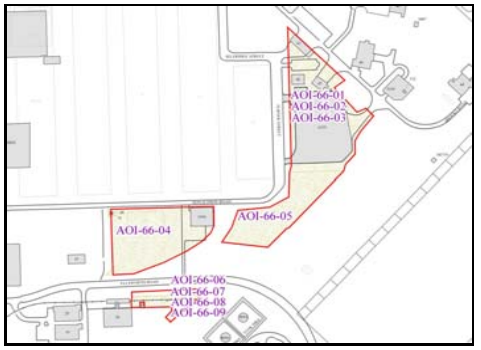
LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
AOC-9-01	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	ON-SITE INSPECTION AND LETTER	09/30/2008	LUC/IC VALID. LUC/IC was also confirmed (letter confirmation) by W. Vernon Gray, Commissioner of Aviation, Griffiss International Airport - 11-21-08	Parcel A4 - Vacant field, within the airport fencing. Parcel F10C - LUC/IC extends to WSA which is used for storage, the AOC 9 area (TCE plume), contains piezometers and monitoring wells	Continue annual inspections. Additional confirmation from GLDC will be conducted for the 2009 inspections.
AOC-9-02	GROUNDWATER WELL INSTALLATION RESTRICTION	ON-SITE INSPECTION AND LETTER	09/30/2008	LUC/IC VALID. LUC/IC was also confirmed (letter confirmation) by W. Vernon Gray, Commissioner of Aviation, Griffiss International Airport - 11-21-08	Parcel A4 - Vacant field, within the airport fencing. Parcel F10C - LUC/IC extends to WSA which is used for storage, the AOC 9 area (TCE plume), contains piezometers and monitoring wells	Continue annual inspections. Additional confirmation from GLDC will be conducted for the 2009 inspections.
AOC-9-03	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	ON-SITE INSPECTION AND LETTER	09/30/2008	LUC/IC VALID. LUC/IC was also confirmed (letter confirmation) by W. Vernon Gray, Commissioner of Aviation, Griffiss International Airport - 11-21-08	Parcel A4 - Vacant field, within the airport fencing. Parcel F10C - LUC/IC extends to WSA which is used for storage, the AOC 9 area (TCE plume), contains piezometers and monitoring wells	Continue annual inspections. Additional confirmation from GLDC will be conducted for the 2009 inspections.

AOI 66
Parcel F6B and CHP (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation









Legend: Refer to "Key to Features" at beginning of Section.

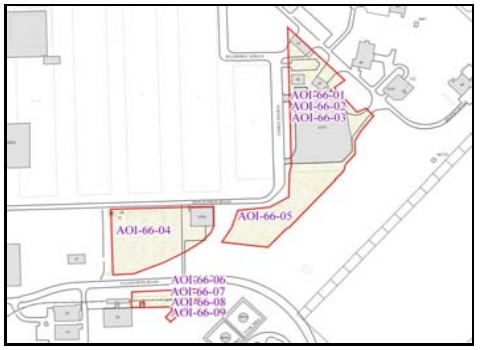
LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
AOI-66-01	SUBSURFACE SOIL RELOCATION RESTRICTION	On-Site Inspection and Letter	10/01/2008	LUC/IC VALID. LUC/IC confirmed (letter confirmation) by Daniel Saunders, Manager/Plant Engineer, GUSC - 9-30-08	Vacant area near Parcel CHP	Continue annual inspections. Additional confirmation from the GLDC will be conducted for the 2009 inspection (for -02, -04, -05, and -06).
AOI-66-02	SUBSURFACE SOIL RELOCATION RESTRICTION	On-Site Inspection and Letter	10/01/2008	LUC/IC confirmed (letter confirmation) by Andy Thompson, Operations Manager, Birnie Bus Service Inc.- 10-1-08	Construction of Bus Garage and parking lot by Birnie Bus Service Inc.	Continue annual inspections. Additional confirmation from the GLDC will be conducted for the 2009 inspection (for -02, -04, -05, and -06).
AOI-66-03	SUBSURFACE SOIL RELOCATION RESTRICTION	On-Site Inspection and Letter	10/01/2008	LUC/IC confirmed (letter confirmation) by Andy Thompson, Operations Manager, Birnie Bus Service Inc.- 10-1-08	Existing Parking area for Birnie Bus Service Inc.	Continue annual inspections. Additional confirmation from the GLDC will be conducted for the 2009 inspection (for -02, -04, -05, and -06).
AOI-66-04	LAND-USE RESTRICTION-INDUSTRIAL / COMMERCIAL / NON-RESIDENTIAL	On-Site Inspection	10/01/2008	LUC/IC VALID	Vacant storage area which is fenced	Continue annual inspections. Additional confirmation from the GLDC will be conducted for the 2009 inspection (for -02, -04, -05, and -06).

AOI 66
Parcel F6B and CHP (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation









Legend: Refer to "Key to Features" at beginning of Section.

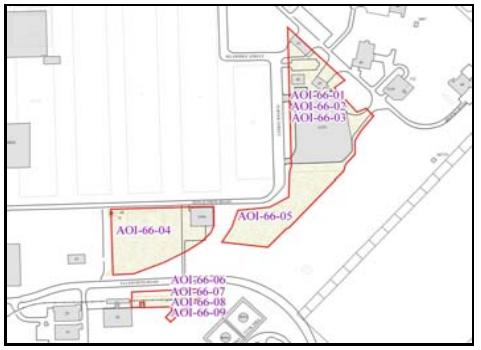
LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
AOI-66-05	ADVERSE AQUIFER USE PROHIBITED	On-Site Inspection	10/01/2008	LUC/IC VALID	Vacant storage area which is fenced	Continue annual inspections. Additional confirmation from the GLDC will be conducted for the 2009 inspection (for -02, -04, -05, and -06).
AOI-66-06	GROUNDWATER CONSUMPTION- PRIOR APPROVAL	On-Site Inspection	10/01/2008	LUC/IC VALID	Vacant storage area which is fenced	Continue annual inspections. Additional confirmation from the GLDC will be conducted for the 2009 inspection (for -02, -04, -05, and -06).
AOI-66-07	LAND-USE RESTRICTION- INDUSTRIAL / COMMERCIAL / NON-RESIDENTIAL	On-Site Inspection and Letter	10/01/2008	LUC/IC VALID. LUC/IC confirmed (letter confirmation) by Daniel Saunders, Manager/Plant Engineer, GUSC - 9-30-08	Vacant area near Parcel CHP	Continue annual inspections. Additional confirmation from the GLDC will be conducted for the 2009 inspection (for -02, -04, -05, and -06).
AOI-66-08	ADVERSE AQUIFER USE PROHIBITED	On-Site Inspection and Letter	10/01/2008	LUC/IC VALID. LUC/IC confirmed (letter confirmation) by Daniel Saunders, Manager/Plant Engineer, GUSC - 9-30-08	Vacant area near Parcel CHP	Continue annual inspections. Additional confirmation from the GLDC will be conducted for the 2009 inspection (for -02, -04, -05, and -06).

AOI 66
Parcel F6B and CHP (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation







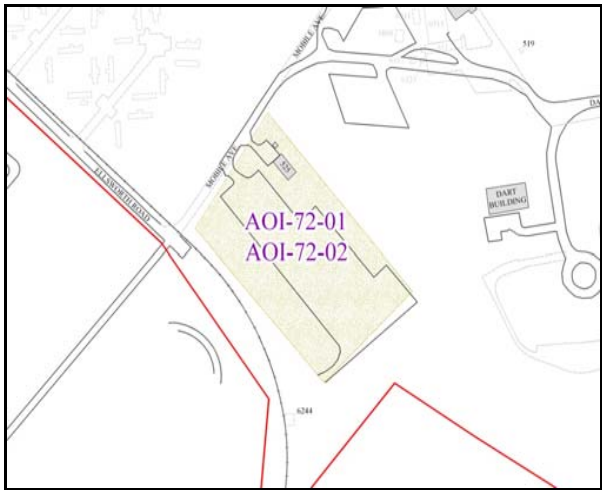


Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
AOI-66-09	GROUNDWATER CONSUMPTION- PRIOR APPROVAL	On-Site Inspection and Letter	10/01/2008	LUC/IC VALID. LUC/IC confirmed (letter confirmation) by Daniel Saunders, Manager/Plant Engineer, GUSC - 9-30-08	Vacant area near Parcel CHP	Continue annual inspections. Additional confirmation from the GLDC will be conducted for the 2009 inspection (for -02, -04, -05, and -06).

AOI 72
Parcel F9 (Southern Portion, Former Griffiss AFB)
LUC/IC Confirmation





Legend: Refer to "Key to Features" at beginning of section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
AOI-72-01	LAND-USE RESTRICTION-COMMERCIAL / ADMINISTRATIVE / NON-RESIDENTIAL	On-site Inspection	09/30/2008	LUC/IC VALID	Parking lot for Rome Free Academy and vacant lot	Continue annual inspections
AOI-72-02	LAND-USE RESTRICTION-COMMERCIAL / ADMINISTRATIVE / NON-RESIDENTIAL	On-site Inspection	09/30/2008	LUC/IC VALID	Parking lot for Rome Free Academy and vacant lot	Continue annual inspections

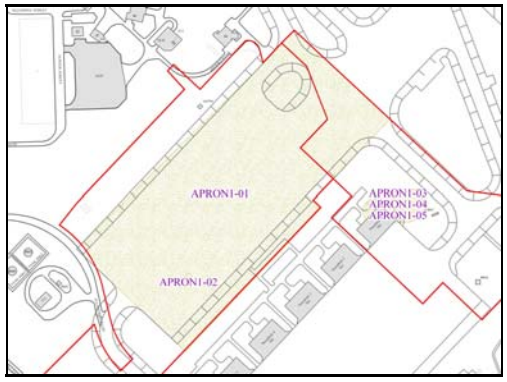
Apron 1
Parcel A2, F4C, and F6B (Southern Portion, Former Griffiss AFB)
LUC/IC Confirmation



Apron 1 - Nosedocks 1 and 2



Apron 1



Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
APRON1-01	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site Inspection and Letter	10/01/2008	LUC/IC Valid. LUC/IC was also confirmed (letter confirmation) by W. Vernon Gray, Commissioner of Aviation, Griffiss International Airport -11-21-08	Site is used for soil landfarming and within airport fencing. Majority of soils have been removed, western end of the apron is used for soils staging. Groundwater LTM and Soil bioventing are ongoing. Monitoring wells are in good condition.	Continue annual inspections
APRON1-02	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site Inspection and Letter	10/01/2008	LUC/IC Valid. LUC/IC was also confirmed (letter confirmation) by W. Vernon Gray, Commissioner of Aviation, Griffiss International Airport -11-21-08	Site is used for soil landfarming and within airport fencing. Majority of soils have been removed, western end of the apron is used for soils staging. Groundwater LTM and Soil bioventing are ongoing. Monitoring wells are in good condition.	Continue annual inspections

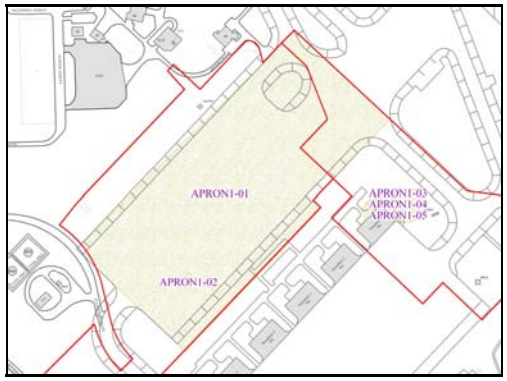
Apron 1
Parcel A2, F4C, and F6B (Southern Portion, Former Griffiss AFB)
LUC/IC Confirmation



Apron 1 - Nosedocks 1 and 2



Apron 1



Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
APRON1-03	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site Inspection and Letter	10/01/2008	LUC/IC Valid. LUC/IC was also confirmed (letter confirmation) by W. Vernon Gray, Commissioner of Aviation, Griffiss International Airport -11-21-08	Site is used for soil landfarming and within airport fencing. Majority of soils have been removed, western end of the apron is used for soils staging. Groundwater LTM and Soil bioventing are ongoing. Monitoring wells are in good condition.	Continue annual inspections
APRON1-04	GROUNDWATER WELL INSTALLATION RESTRICTION	On-site Inspection and Letter	10/01/2008	LUC/IC Valid. LUC/IC was also confirmed (letter confirmation) by W. Vernon Gray, Commissioner of Aviation, Griffiss International Airport -11-21-08	Vacant area, nosedocks are used for storage and within airport fencing. Groundwater LTM and remediation (biosparging) and soil bioventing are ongoing. Monitoring wells are in good condition.	Continue annual inspections

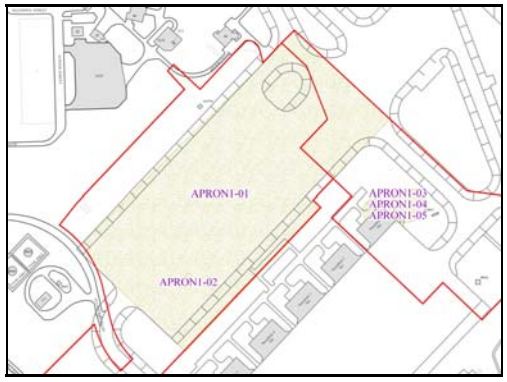
Apron 1
Parcel A2, F4C, and F6B (Southern Portion, Former Griffiss AFB)
LUC/IC Confirmation



Apron 1 - Nosedocks 1 and 2



Apron 1



Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
APRON1-05	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	On-site Inspection and Letter	10/01/2008	LUC/IC Valid. LUC/IC was also confirmed (letter confirmation) by W. Vernon Gray, Commissioner of Aviation, Griffiss International Airport -11-21-08	Vacant area, nosedocks are used for storage and within airport fencing. Groundwater LTM and remediation (biosparging) and soil bioventing are ongoing. Monitoring wells are in good condition.	Continue annual inspections

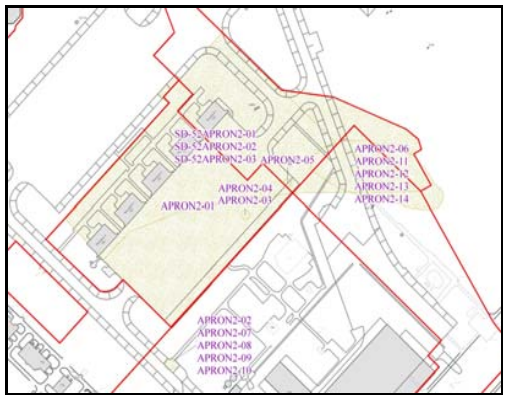
Apron 2
Parcel A1A, A2, F6B, AND F4A/F12A (Southern Portion, Former Griffiss AFB)
LUC/IC Confirmation



Apron 2



Apron 2 Remediation Site
(near Six Mile Creek)



Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
APRON2-01	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site Inspection and Letter	10/01/2008	LUC/IC VALID. LUC/IC confirmation (letter confirmation)by W. Veron Gray, Commissioner of Aviatin, Griffiss International Airport - 11-21-08	Vacant area (concrete and grass), new biopiles constructed on apron in summer 2008. Area is within the airport fencing. Groundwater LTM and remediation at site.	Continue annual inspections
APRON2-02	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site Inspection and Letter	10/01/2008	LUC/IC VALID. LUC/IC confirmation (letter confirmation)by W. Veron Gray, Commissioner of Aviatin, Griffiss International Airport - 11-21-08	Vacant area (concrete and grass), new biopiles constructed on apron in summer 2008. Area is within the airport fencing. Groundwater LTM and remediation at site.	Continue annual inspections

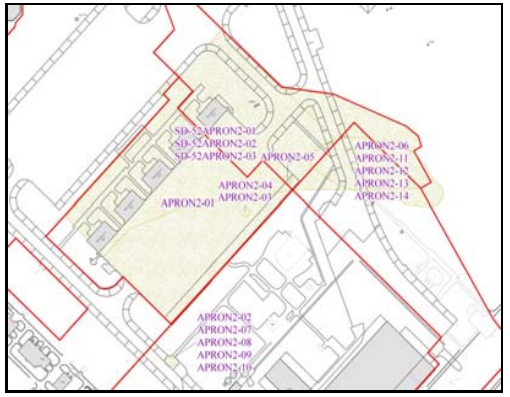
Apron 2
Parcel A1A, A2, F6B, AND F4A/F12A (Southern Portion, Former Griffiss AFB)
LUC/IC Confirmation



Apron 2



Apron 2 Remediation Site
(near Six Mile Creek)



Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
APRON2-03	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site Inspection and Letter	10/01/2008	LUC/IC VALID. LUC/IC confirmation (letter confirmation)by W. Veron Gray, Commissioner of Aviatin, Griffiss International Airport - 11-21-08	Vacant area (concrete and grass), new biopiles constructed on apron in summer 2008. Area is within the airport fencing. Groundwater LTM and remediation at site.	Continue annual inspections
APRON2-04	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site Inspection and Letter	10/01/2008	LUC/IC VALID. LUC/IC confirmation (letter confirmation)by W. Veron Gray, Commissioner of Aviatin, Griffiss International Airport - 11-21-08	Vacant area (concrete and grass), new biopiles constructed on apron in summer 2008. Area is within the airport fencing. Groundwater LTM and remediation at site.	Continue annual inspections
APRON2-05	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site Inspection and Letter	10/01/2008	LUC/IC VALID. LUC/IC confirmation (letter confirmation)by W. Veron Gray, Commissioner of Aviatin, Griffiss International Airport - 11-21-08	Vacant area (concrete and grass), new biopiles constructed on apron in summer 2008. Area is within the airport fencing. Groundwater LTM and remediation at site.	Continue annual inspections

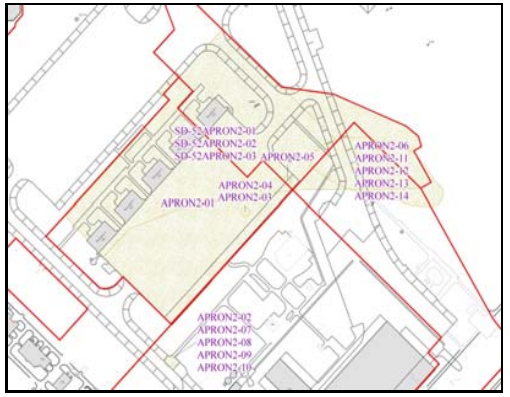
Apron 2
Parcel A1A, A2, F6B, AND F4A/F12A (Southern Portion, Former Griffiss AFB)
LUC/IC Confirmation



Apron 2



Apron 2 Remediation Site
(near Six Mile Creek)



Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
APRON2-06	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site Inspection and Letter	10/01/2008	LUC/IC VALID. LUC/IC confirmation (letter confirmation)by W. Veron Gray, Commissioner of Aviatin, Griffiss International Airport - 11-21-08	Vacant area (concrete and grass), new biopiles constructed on apron in summer 2008. Area is within the airport fencing. Groundwater LTM and remediation at site.	Continue annual inspections
APRON2-07	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	On-site Inspection and Letter	10/01/2008	LUC/IC VALID. LUC/IC confirmation (letter confirmation)by W. Veron Gray, Commissioner of Aviatin, Griffiss International Airport - 11-21-08	Vacant area (concrete and grass), new biopiles constructed on apron in summer 2008. Area is within the airport fencing. Groundwater LTM and remediation at site.	Continue annual inspections
APRON2-08	ADVERSE AQUIFER USE PROHIBITED	On-site Inspection and Letter	10/01/2008	LUC/IC VALID. LUC/IC confirmation (letter confirmation)by W. Veron Gray, Commissioner of Aviatin, Griffiss International Airport - 11-21-08	Vacant area (concrete and grass), new biopiles constructed on apron in summer 2008. Area is within the airport fencing. Groundwater LTM and remediation at site.	Continue annual inspections

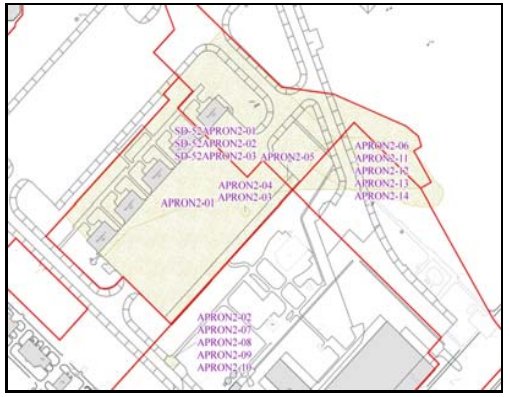
Apron 2
Parcel A1A, A2, F6B, AND F4A/F12A (Southern Portion, Former Griffiss AFB)
LUC/IC Confirmation



Apron 2



Apron 2 Remediation Site
(near Six Mile Creek)



Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
APRON2-09	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	On-site Inspection and Letter	10/01/2008	LUC/IC VALID. LUC/IC confirmation (letter confirmation)by W. Veron Gray, Commissioner of Aviatin, Griffiss International Airport - 11-21-08	Vacant area (concrete and grass), new biopiles constructed on apron in summer 2008. Area is within the airport fencing. Groundwater LTM and remediation at site.	Continue annual inspections
APRON2-10	GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site Inspection and Letter	10/01/2008	LUC/IC VALID. LUC/IC confirmation (letter confirmation)by W. Veron Gray, Commissioner of Aviatin, Griffiss International Airport - 11-21-08	Vacant area (concrete and grass), new biopiles constructed on apron in summer 2008. Area is within the airport fencing. Groundwater LTM and remediation at site.	Continue annual inspections
APRON2-11	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	On-site Inspection and Letter	10/01/2008	LUC/IC VALID. LUC/IC confirmation (letter confirmation)by W. Veron Gray, Commissioner of Aviatin, Griffiss International Airport - 11-21-08	Vacant area (concrete and grass), new biopiles constructed on apron in summer 2008. Area is within the airport fencing. Groundwater LTM and remediation at site.	Continue annual inspections

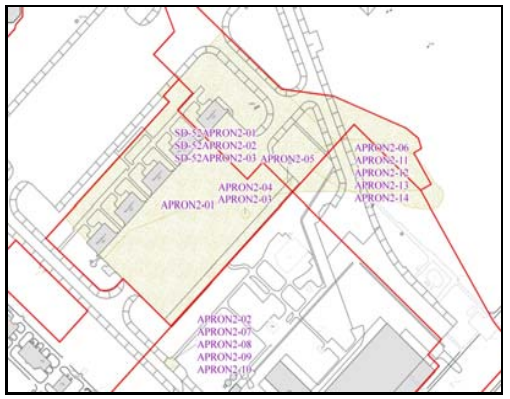
Apron 2
Parcel A1A, A2, F6B, AND F4A/F12A (Southern Portion, Former Griffiss AFB)
LUC/IC Confirmation



Apron 2



Apron 2 Remediation Site
(near Six Mile Creek)



Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
APRON2-12	ADVERSE AQUIFER USE PROHIBITED	On-site Inspection and Letter	10/01/2008	LUC/IC VALID. LUC/IC confirmation (letter confirmation)by W. Veron Gray, Commissioner of Aviatin, Griffiss International Airport - 11-21-08	Vacant area (concrete and grass), new biopiles constructed on apron in summer 2008. Area is within the airport fencing. Groundwater LTM and remediation at site.	Continue annual inspections
APRON2-13	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	On-site Inspection and Letter	10/01/2008	LUC/IC VALID. LUC/IC confirmation (letter confirmation)by W. Veron Gray, Commissioner of Aviatin, Griffiss International Airport - 11-21-08	Vacant area (concrete and grass), new biopiles constructed on apron in summer 2008. Area is within the airport fencing. Groundwater LTM and remediation at site.	Continue annual inspections
APRON2-14	GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site Inspection and Letter	10/01/2008	LUC/IC VALID. LUC/IC confirmation (letter confirmation)by W. Veron Gray, Commissioner of Aviatin, Griffiss International Airport - 11-21-08	Vacant area (concrete and grass), new biopiles constructed on apron in summer 2008. Area is within the airport fencing. Groundwater LTM and remediation at site.	Continue annual inspections

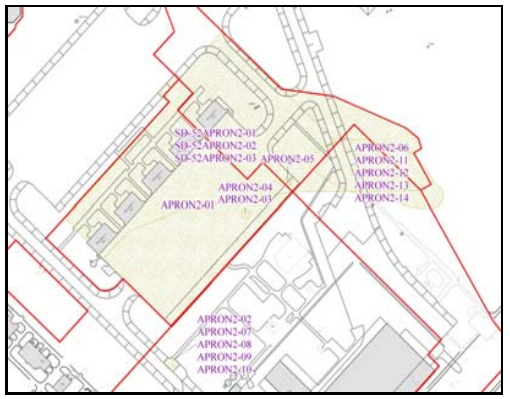
Apron 2
Parcel A1A, A2, F6B, AND F4A/F12A (Southern Portion, Former Griffiss AFB)
LUC/IC Confirmation



Apron 2



Apron 2 Remediation Site
(near Six Mile Creek)



Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
SD-52APRON2-01	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site Inspection and Letter	10/01/2008	LUC/IC VALID. LUC/IC confirmation (letter confirmation)by W. Veron Gray, Commissioner of Aviatin, Griffiss International Airport - 11-21-08	Vacant area (concrete and grass), new biopiles constructed on apron in summer 2008. Area is within the airport fencing. Groundwater LTM and remediation at site.	Continue annual inspections
SD-52APRON2-02	GROUNDWATER WELL INSTALLATION RESTRICTION	On-site Inspection and Letter	10/01/2008	LUC/IC VALID. LUC/IC confirmation (letter confirmation)by W. Veron Gray, Commissioner of Aviatin, Griffiss International Airport - 11-21-08	Vacant area (concrete and grass), new biopiles constructed on apron in summer 2008. Area is within the airport fencing. Groundwater LTM and remediation at site.	Continue annual inspections
SD-52APRON2-03	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	On-site Inspection and Letter	10/01/2008	LUC/IC VALID. LUC/IC confirmation (letter confirmation)by W. Veron Gray, Commissioner of Aviatin, Griffiss International Airport - 11-21-08	Vacant area (concrete and grass), new biopiles constructed on apron in summer 2008. Area is within the airport fencing. Groundwater LTM and remediation at site.	Continue annual inspections

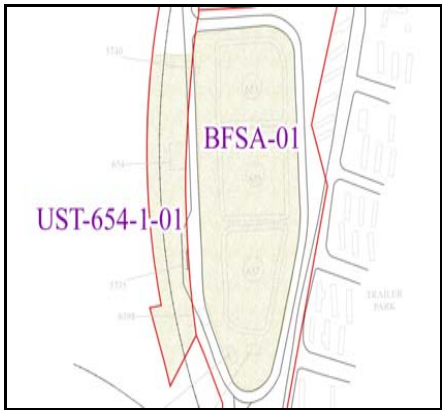
Bulk Fuel Storage Area
Parcel F9 and F14 (Southern Portion, Former Griffiss AFB)
LUC/IC Confirmation



BFSA-F9



BFSA-F14

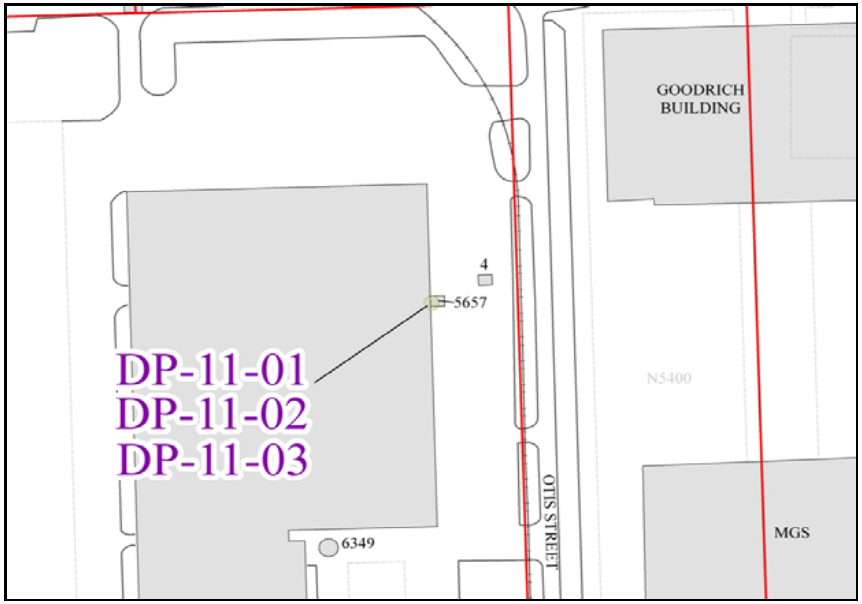


Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
BFSA-01	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	ON-SITE INSPECTION	09/30/2008	LUC/IC VALID	BUILDING ON SITE AND BUCKEYE PIPELINE/EQUIPMENT	GROUNDWATER LTM AND REMEDIATION (BIOSPARGING) AND SIOL BIOVENTING ARE ONGOING. MONITORING WELLS ARE IN GOOD CONDITION.
UST-654-1-01	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	ON-SITE INSPECTION	09/30/2008	LUC/IC VALID	VACANT AREA, TRAIN TRACKS	NONE

Building 3 (DP-11)
Parcel AFRL 5 (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation



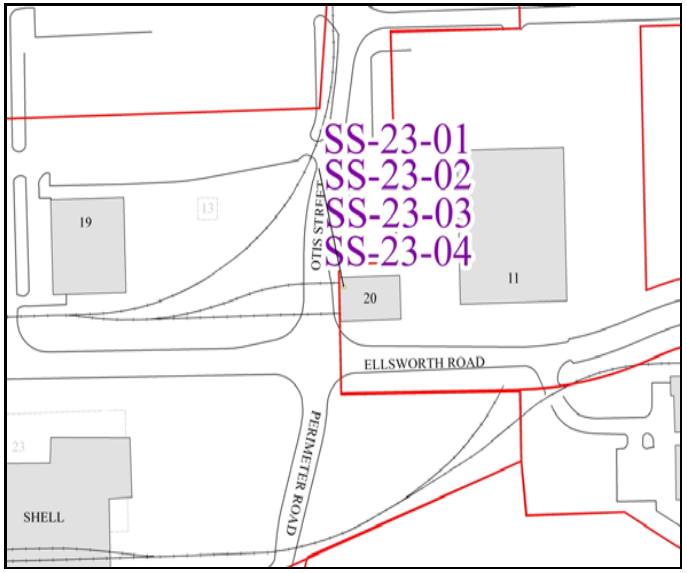


Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
DP-11-01	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	ON-SITE INSPECTION AND LETTER	10/01/2008	LUC/IC VALID	LUCIC SITE IS A GRASS AREA AND PARKING LOT ON SOUTH SIDE OF BUILDING 3	FREDRICK CONOVER, AFRL-10/02/2008
DP-11-02	ADVERSE AQUIFER USE PROHIBITED	ON-SITE INSPECTION AND LETTER	10/01/2008	LUC/IC VALID	LUCIC SITE IS A GRASS AREA AND PARKING LOT ON SOUTH SIDE OF BUILDING 3	FREDRICK CONOVER, AFRL-10/02/2008
DP-11-03	LAND-USE RESTRICTION-INDUSTRIAL / COMMERCIAL / NON-RESIDENTIAL	ON-SITE INSPECTION AND LETTER	10/01/2008	LUC/IC VALID	LUCIC SITE IS A GRASS AREA AND PARKING LOT ON SOUTH SIDE OF BUILDING 3	FREDRICK CONOVER, AFRL-10/02/2008

Building 20 (SS-23)
Parcel F1 (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation



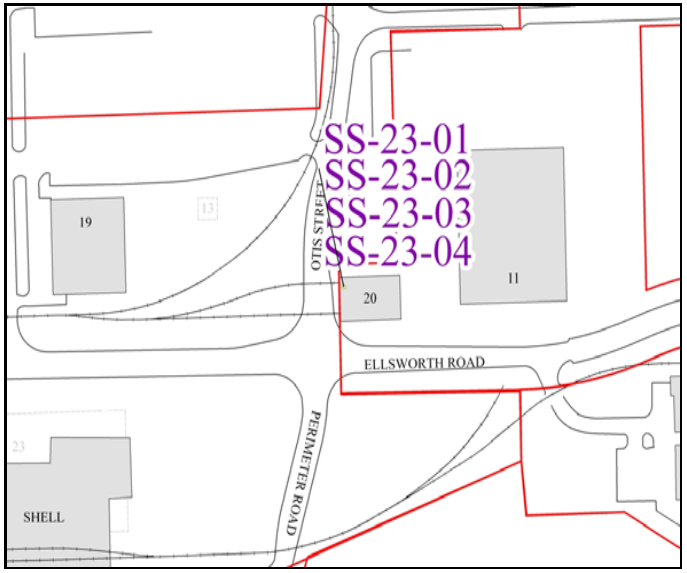


Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
SS-23-01	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	ON-SITE INSPECTION AND INTERVIEW	09/30/2008	LUC/IC VALID	BUILDING USED BY ADIRONDACK SCENIC RAILROAD FOR TRAIN MAINTENANCE	FRANK SANZONE, GLDC - 10/29/2008
SS-23-02	LAND-USE RESTRICTION-INDUSTRIAL / COMMERCIAL / NON-RESIDENTIAL	ON-SITE INSPECTION AND INTERVIEW	09/30/2008	LUC/IC VALID	BUILDING USED BY ADIRONDACK SCENIC RAILROAD FOR TRAIN MAINTENANCE	FRANK SANZONE, GLDC - 10/29/2008
SS-23-03	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	ON-SITE INSPECTION AND INTERVIEW	09/30/2008	LUC/IC VALID	BUILDING USED BY ADIRONDACK SCENIC RAILROAD FOR TRAIN MAINTENANCE	FRANK SANZONE, GLDC - 10/29/2008

Building 20 (SS-23)
Parcel F1 (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation



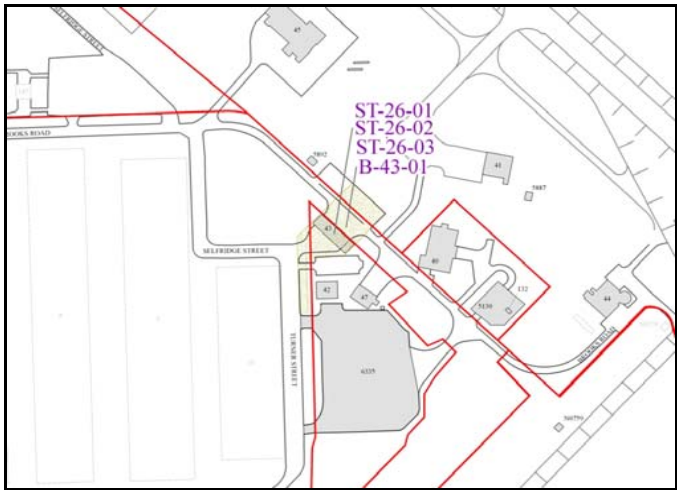


Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
SS-23-04	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	ON-SITE INSPECTION AND INTERVIEW	09/30/2008	LUC/IC VALID	BUILDING USED BY ADIRONDACK SCENIC RAILROAD FOR TRAIN MAINTENANCE	FRANK SANZONE, GLDC - 10/29/2008

Building 43 (ST-26)
Parcel F1 (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation



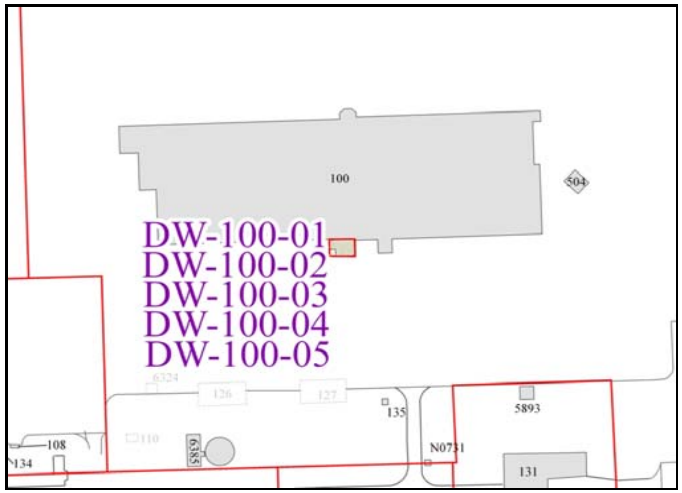


Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
B-43-01	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	ON-SITE INSPECTION AND INTERVIEW	10/01/2008	LUC/IC VALID	VACANT GAS STATION W/CANOPY	FRANK SANZONE, GLDC - 10/29/2008
ST-26-01	LAND-USE RESTRICTION-INDUSTRIAL / COMMERCIAL /	ON-SITE INSPECTION AND INTERVIEW	10/01/2008	LUC/IC VALID	VACANT GAS STATION W/CANOPY	FRANK SANZONE, GLDC - 10/29/2008
ST-26-02	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	ON-SITE INSPECTION AND INTERVIEW	10/01/2008	LUC/IC VALID	VACANT GAS STATION W/CANOPY	FRANK SANZONE, GLDC - 10/29/2008
ST-26-03	ADVERSE AQUIFER USE PROHIBITED	ON-SITE INSPECTION AND INTERVIEW	10/01/2008	LUC/IC VALID	VACANT GAS STATION W/CANOPY	FRANK SANZONE, GLDC - 10/29/2008

Building 100
Parcel A1A (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation



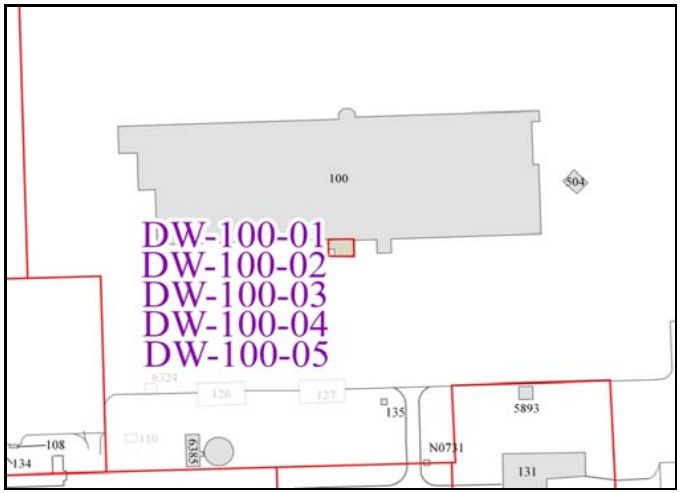


Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
DW-100-01	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	ON-SITE INSPECTION AND LETTER	09/30/2008	LUC/IC VALID	USED FOR AIRPORT MANAGEMENT AND AIRCRAFT HANGAR	W. VERNON GRAY, GRIFFISS INTERNATIONAL AIRPORT-11/21/08
DW-100-02	ADVERSE AQUIFER USE PROHIBITED	ON-SITE INSPECTION AND LETTER	09/30/2008	LUC/IC VALID	USED FOR AIRPORT MANAGEMENT AND AIRCRAFT HANGAR	W. VERNON GRAY, GRIFFISS INTERNATIONAL AIRPORT-11/21/08
DW-100-03	GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	ON-SITE INSPECTION AND LETTER	09/30/2008	LUC/IC VALID	USED FOR AIRPORT MANAGEMENT AND AIRCRAFT HANGAR	W. VERNON GRAY, GRIFFISS INTERNATIONAL AIRPORT-11/21/08

Building 100
Parcel A1A (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation



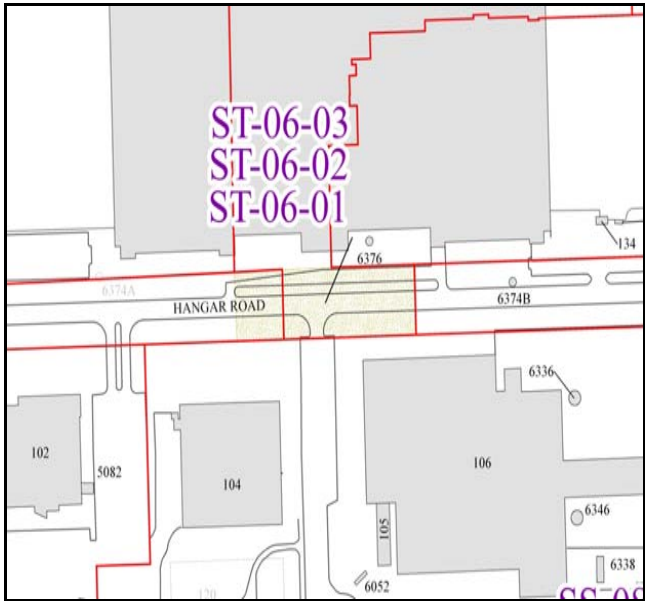


Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
DW-100-03	LAND-USE RESTRICTION-INDUSTRIAL / COMMERCIAL / NON-RESIDENTIAL	ON-SITE INSPECTION AND LETTER	09/30/2008	LUC/IC VALID	USED FOR AIRPORT MANAGEMENT AND AIRCRAFT HANGAR	W. VERNON GRAY, GRIFFISS INTERNATIONAL AIRPORT-11/21/08
DW-100-04	SUBSURFACE SOIL RELOCATION RESTRICTION	ON-SITE INSPECTION AND LETTER	09/30/2008	LUC/IC VALID	USED FOR AIRPORT MANAGEMENT AND AIRCRAFT HANGAR	W. VERNON GRAY, GRIFFISS INTERNATIONAL AIRPORT-11/21/08
DW-100-05	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	ON-SITE INSPECTION AND LETTER	09/30/2008	LUC/IC VALID	USED FOR AIRPORT MANAGEMENT AND AIRCRAFT HANGAR	W. VERNON GRAY, GRIFFISS INTERNATIONAL AIRPORT-11/21/08

Building 101 (ST-06)
Parcel F3 and F5 (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation



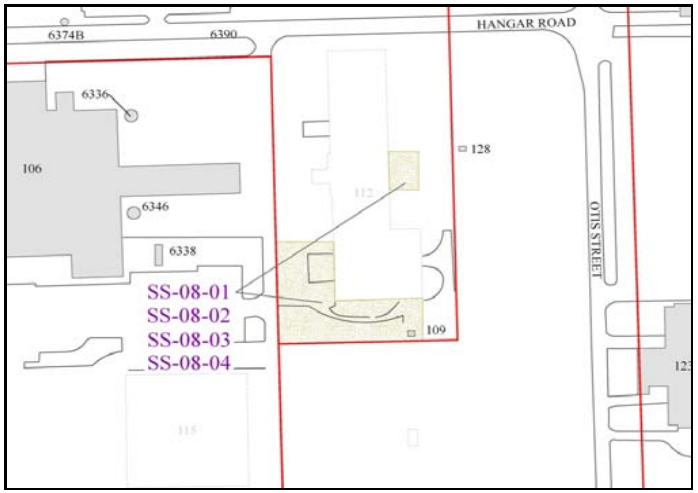


Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
ST-06-01	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	ON-SITE INSPECTION	09/30/2008	LUC/IC VALID	PARKING LOT FOR BUILDING 101	NONE
ST-06-02	ADVERSE AQUIFER USE PROHIBITED	ON-SITE INSPECTION	09/30/2008	LUC/IC VALID	PARKING LOT FOR BUILDING 101	NONE
ST-06-03	LAND-USE RESTRICTION-INDUSTRIAL / COMMERCIAL / NON-RESIDENTIAL	ON-SITE INSPECTION	09/30/2008	LUC/IC VALID	PARKING LOT FOR BUILDING 101	NONE

Building 112 (SS-8)
Parcel F5 (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation



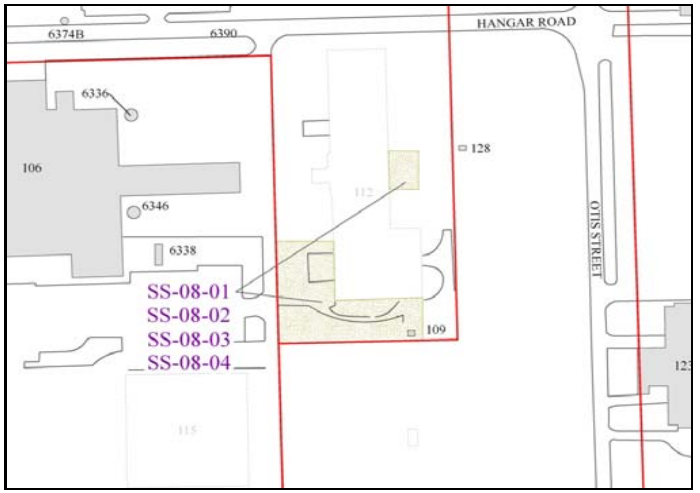


Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
SS-08-01	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	On-Site Inspection and Interview	10/01/2008	LUC/IC VALID. LUC/IC confirmation by Frank Sanzone, Facilities Operation Manager, GLDC	Demolition of Building 112 is ongoing. Area is being cleared on rubble	Continue annual inspections
SS-08-02	ADVERSE AQUIFER USE PROHIBITED	On-Site Inspection and Interview	10/01/2008	LUC/IC VALID. LUC/IC confirmation by Frank Sanzone, Facilities Operation Manager, GLDC	Demolition of Building 112 is ongoing. Area is being cleared on rubble	Continue annual inspections
SS-08-03	LAND-USE RESTRICTION-INDUSTRIAL / COMMERCIAL / NON-RESIDENTIAL	On-Site Inspection and Interview	10/01/2008	LUC/IC VALID. LUC/IC confirmation by Frank Sanzone, Facilities Operation Manager, GLDC	Demolition of Building 112 is ongoing. Area is being cleared on rubble	Continue annual inspections

Building 112 (SS-8)
Parcel F5 (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation



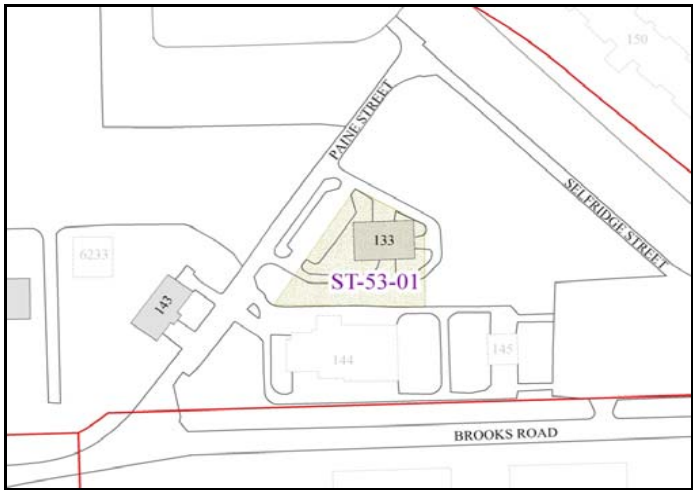


Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
SS-08-04	SUBSURFACE SOIL RELOCATION RESTRICTION	On-Site Inspection and Interview	10/01/2008	LUC/IC VALID. LUC/IC confirmation by Frank Sanzone, Facilities Operation Manager, GLDC	Demolition of Building 112 is ongoing. Area is being cleared on rubble	Continue annual inspections

Building 133 (ST-53)
Parcel F6B (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation





Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
ST-53-01	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-Site Inspection and Interview	10/01/2008	LUC/IC VALID. LUC/IC confirmation by Frank Sanzone, Facilities	Building used by GLDC	Continue annual inspections

Building 211 (DW-211)
Parcel F3A (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation



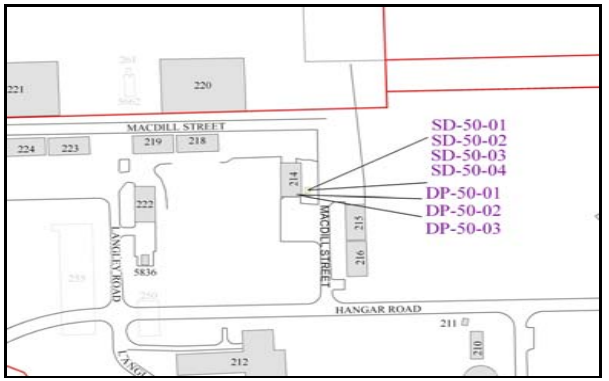


Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
DW-211-01	ADVERSE AQUIFER USE PROHIBITED	ON-SITE INSPECTION	09/30/2008	LUC/IC VALID	LOCKED UP BUILDING	OWNED BY THE CITY OF ROME

Building 214 (SD-50)
Parcel F3A (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation



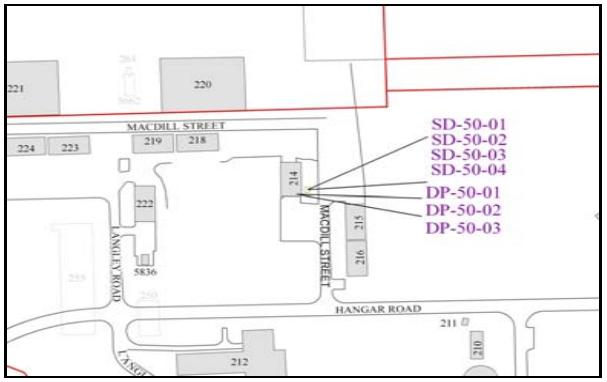


Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
DP-50-01	LAND-USE RESTRICTION-INDUSTRIAL / COMMERCIAL / NON-RESIDENTIAL	On-Site Inspection and letter	09/30/2008	LUC/IC VALID. LUC/IC confirmed by Robert Angelicola, President, Roberts Office Interiors –	Commercial Building. Used for storage	Continue annual inspections
DP-50-02	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	On-Site Inspection and letter	09/30/2008	LUC/IC confirmed by Robert Angelicola, President, Roberts Office Interiors –	Commercial Building. Used for storage	Continue annual inspections
DP-50-03	ADVERSE AQUIFER USE PROHIBITED	On-Site Inspection and letter	09/30/2008	LUC/IC confirmed by Robert Angelicola, President, Roberts Office Interiors –	Commercial Building. Used for storage	Continue annual inspections
SD-50-01	LAND-USE RESTRICTION-INDUSTRIAL / COMMERCIAL / NON-RESIDENTIAL	On-Site Inspection and letter	09/30/2008	LUC/IC confirmed by Robert Angelicola, President, Roberts Office Interiors –	Commercial Building. Used for storage	Continue annual inspections
SD-50-02	ADVERSE AQUIFER USE PROHIBITED	On-Site Inspection and letter	09/30/2008	LUC/IC confirmed by Robert Angelicola, President, Roberts Office Interiors –	Commercial Building. Used for storage	Continue annual inspections

Building 214 (SD-50)
Parcel F3A (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation



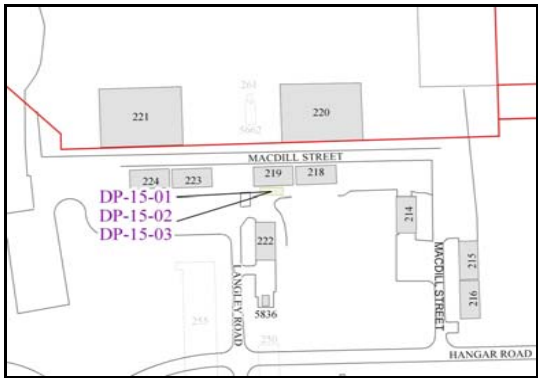


Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
SD-50-03	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	On-Site Inspection and letter	09/30/2008	LUC/IC confirmed by Robert Angelicola, President, Roberts Office Interiors –	Commercial Building. Used for storage	Continue annual inspections
SD-50-04	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-Site Inspection and letter	09/30/2008	LUC/IC confirmed by Robert Angelicola, President, Roberts Office Interiors –	Commercial Building. Used for storage	Continue annual inspections

Building 219 (DP-215)
Parcel F3A (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation



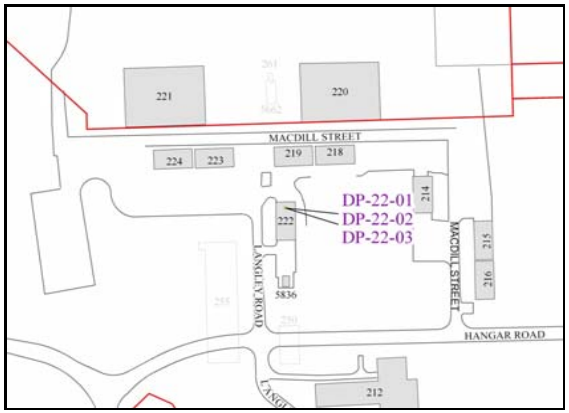


Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
DP-15-01	LAND-USE RESTRICTION-INDUSTRIAL / COMMERCIAL / NON-RESIDENTIAL	On-Site Inspection and letter	09/30/2008	LUC/IC VALID. LUC/IC confirmed by Robert Angelicola, President, Roberts Office Interiors – 10-2-08	Commercial Building.	Continue annual inspections
DP-15-02	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	On-Site Inspection and letter	09/30/2008	LUC/IC VALID. LUC/IC confirmed by Robert Angelicola, President, Roberts Office Interiors – 10-2-08	Commercial Building.	Continue annual inspections
DP-15-03	ADVERSE AQUIFER USE PROHIBITED	On-Site Inspection and letter	09/30/2008	LUC/IC VALID. LUC/IC confirmed by Robert Angelicola, President, Roberts Office Interiors – 10-2-08	Commercial Building.	Continue annual inspections

Building 222 (DP-22)
Parcel F3A (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation



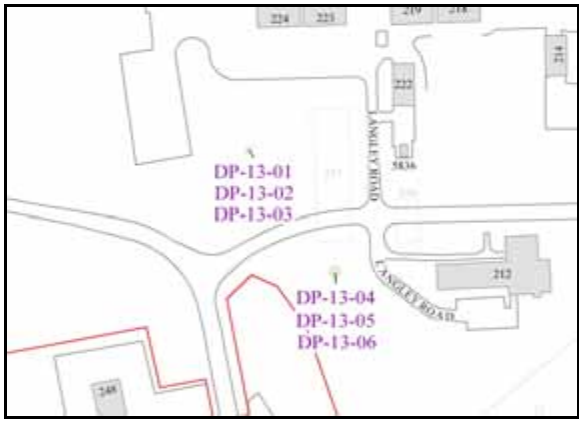


Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
DP-22-01	LAND-USE RESTRICTION-INDUSTRIAL / COMMERCIAL / NON-RESIDENTIAL	On-Site Inspection and letter	09/30/2008	LUC/IC VALID. LUC/IC confirmed by Robert Angelicola, President, Roberts Office Interiors – 10-2-08	Commercial Building. Used for office space	Continue annual inspections.
DP-22-02	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	On-Site Inspection and letter	09/30/2008	LUC/IC VALID. LUC/IC confirmed by Robert Angelicola, President, Roberts Office Interiors – 10-2-08	Commercial Building. Used for office space	Continue annual inspections.
DP-22-03	ADVERSE AQUIFER USE PROHIBITED	On-Site Inspection and letter	09/30/2008	LUC/IC VALID. LUC/IC confirmed by Robert Angelicola, President, Roberts Office Interiors – 10-2-08	Commercial Building. Used for office space	Continue annual inspections.

Building 255 (DP-13)
Parcel F3A (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation



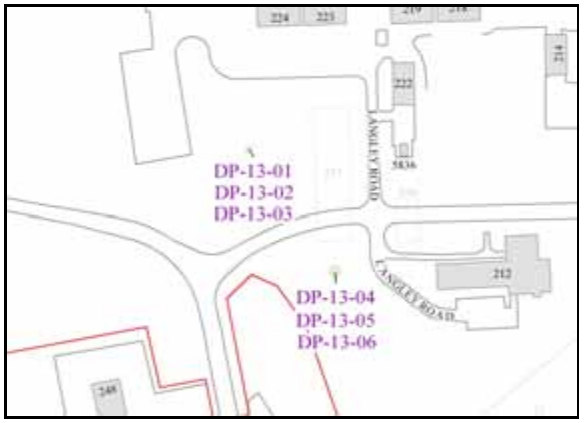


Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
DP-13-01	LAND-USE RESTRICTION-INDUSTRIAL / COMMERCIAL / NON-RESIDENTIAL	ON-SITE INSPECTION	09/30/2008	LUC/IC VALID	VACANT AREA, HANGER ROAD	NONE
DP-13-02	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	ON-SITE INSPECTION	09/30/2008	LUC/IC VALID	VACANT AREA, HANGER ROAD	NONE
DP-13-03	ADVERSE AQUIFER USE PROHIBITED	ON-SITE INSPECTION	09/30/2008	LUC/IC VALID	VACANT AREA, HANGER ROAD	NONE
DP-13-04	LAND-USE RESTRICTION-INDUSTRIAL / COMMERCIAL / NON-RESIDENTIAL	ON-SITE INSPECTION	09/30/2008	LUC/IC VALID	VACANT AREA, HANGER ROAD	NONE

Building 255 (DP-13)
Parcel F3A (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation



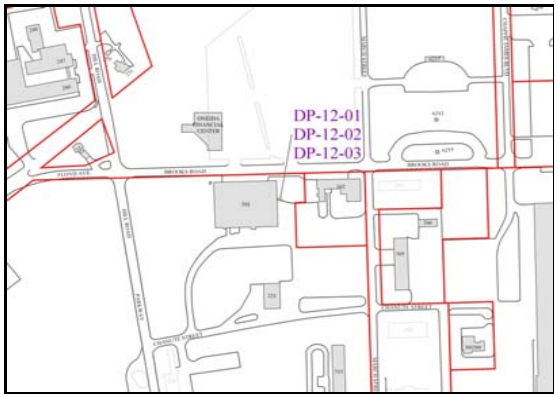


Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
DP-13-05	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	ON-SITE INSPECTION	09/30/2008	LUC/IC VALID	VACANT AREA, HANGER ROAD	NONE
DP-13-06	ADVERSE AQUIFER USE PROHIBITED	ON-SITE INSPECTION	09/30/2008	LUC/IC VALID	VACANT AREA, HANGER ROAD	NONE

Building 301 (DP-12)
Parcel F6A (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation



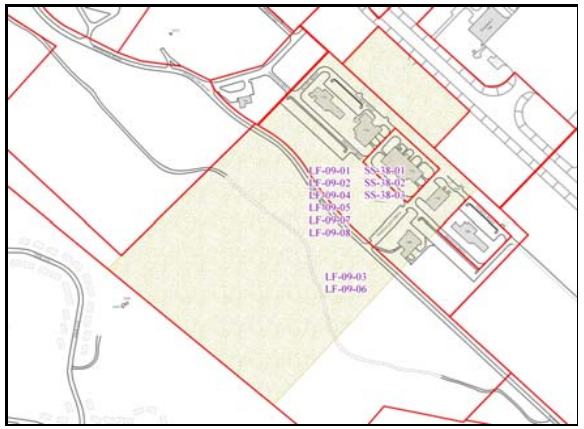


Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
DP-12-01	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	On-Site Inspection and Interview	09/30/2008	LUC/IC VALID. LUC/IC confirmation by Frank Sanzone, Facilities Operation Manager, GLDC	Building is used for commercial office space	Continue annual inspections.
DP-12-02	ADVERSE AQUIFER USE PROHIBITED	On-Site Inspection and Interview	09/30/2008	LUC/IC VALID. LUC/IC confirmation by Frank Sanzone, Facilities Operation Manager, GLDC	Building is used for commercial office space	Continue annual inspections.
DP-12-03	LAND-USE RESTRICTION-COMMERCIAL / ADMINISTRATIVE / NON-RESIDENTIAL	On-Site Inspection and Interview	09/30/2008	LUC/IC VALID. LUC/IC confirmation by Frank Sanzone, Facilities Operation Manager, GLDC	Building is used for commercial office space	Continue annual inspections.

Building 775 (SS-38)
Parcel F2, F4B, F6B, and F11B (Southern Portion [SAC Hill], Former Griffiss AFB)
LUC/IC Confirmation





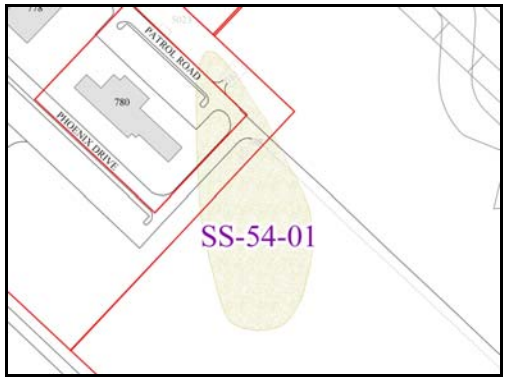
Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
SS-38-01	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site Inspection	10/01/2008	LUC/IC VALID	Parking lot, grass area, and commercial/ industrial buildings. Building 775, SD-52 TCE plume (groundwater) at the site. Contamination treatment and groundwater. LTM is ongoing	Continue annual inspections. Additional confirmation from GLDC will be pursued for the 2009 event.
SS-38-02	ADVERSE AQUIFER USE PROHIBITED	On-site Inspection	10/01/2008	LUC/IC VALID	Parking lot, grass area, and commercial/ industrial buildings. Building 775, SD-52 TCE plume (groundwater) at the site. Contamination treatment and groundwater. LTM is ongoing	Continue annual inspections. Additional confirmation from GLDC will be pursued for the 2009 event.
SS-38-03	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	On-site Inspection	10/01/2008	LUC/IC VALID	Parking lot, grass area, and commercial/ industrial buildings. Building 775, SD-52 TCE plume (groundwater) at the site. Contamination treatment and groundwater. LTM is ongoing	Continue annual inspections. Additional confirmation from GLDC will be pursued for the 2009 event.

Building 781 (SS-54)
Parcel F2, F4A, and F4B (Southern Portion [SAC Hill], Former Griffiss AFB)
LUC/IC Confirmation





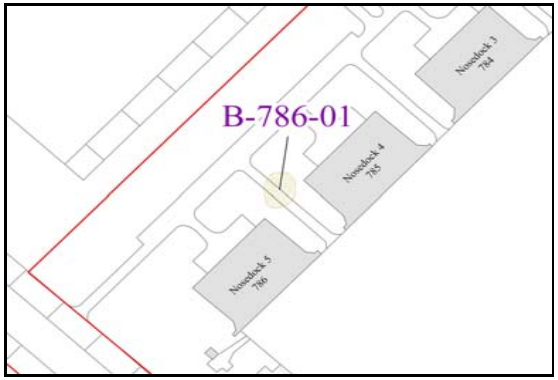


Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
SS-54-01	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	PARKING LOT, GRASS, AND FOREST AREA	GROUNDWATER LTM IN VICINITY THROUGH THE GRIFFISS PETROLEUM SPILL SITES PROGRAM

Building 786
Parcel F6b (Southern Portion, Former Griffiss AFB)
LUC/IC Confirmation





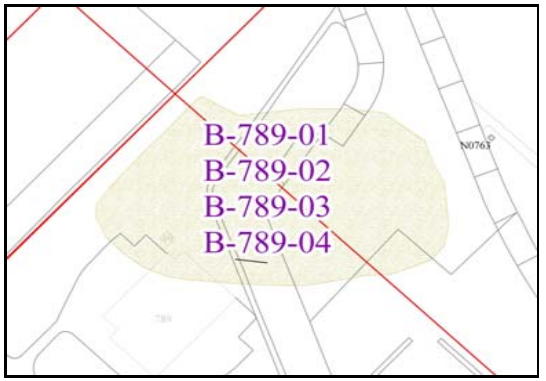
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LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
B-786-01	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-Site Inspection and Letter	10/01/2008	LUC/IC VALID. LUC/IC Confirmation by W. Vernon Gray, Commissioner of Aviation, Griffiss International Airport – 11-21-08	Petroleum spill site between Building 785 and 786. Is located within the airport fencing. Groundwater LTM and soil bioventing are ongoing at the site. Monitoring wells are in good condition.	Continue annual inspections.

Building 789
Parcel F4A and F12A (Southern Portion, Former Griffiss AFB)
LUC/IC Confirmation





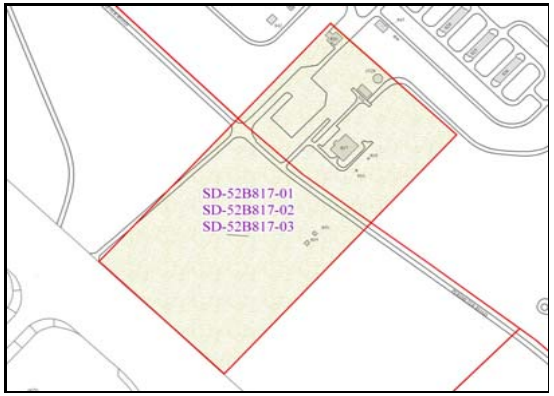


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LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
B-789-01	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site Inspection	09/30/2008	LUC/IC VALID	Petroleum spill site, vacant area near apron 2. Groundwater LTM, remediation and free product recovery are ongoing at the site. Monitoring wells and recovery wells are in good condition.	Continue annual inspections. Additional confirmation from GLDC will be pursued for the 2009 event.
B-789-02	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site Inspection	09/30/2008	LUC/IC VALID	Petroleum spill site, vacant area near apron 2. Groundwater LTM, remediation and free product recovery are ongoing at the site. Monitoring wells and recovery wells are in good condition.	Continue annual inspections. Additional confirmation from GLDC will be pursued for the 2009 event.
B-789-03	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site Inspection	09/30/2008	LUC/IC VALID	Petroleum spill site, vacant area near apron 2. Groundwater LTM, remediation and free product recovery are ongoing at the site. Monitoring wells and recovery wells are in good condition.	Continue annual inspections. Additional confirmation from GLDC will be pursued for the 2009 event.
B-789-04	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site Inspection	09/30/2008	LUC/IC VALID	Petroleum spill site, vacant area near apron 2. Groundwater LTM, remediation and free product recovery are ongoing at the site. Monitoring wells and recovery wells are in good condition.	Continue annual inspections. Additional confirmation from GLDC will be pursued for the 2009 event.

WSA Building 817 (SD-52)
Parcel A5 (Northern Portion, Former Griffiss AFB)
LUC/IC Confirmation



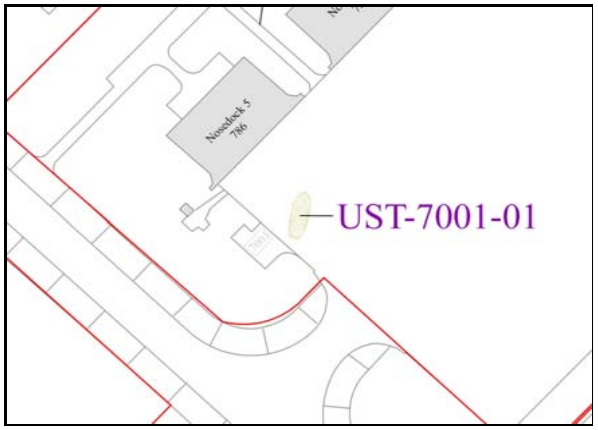


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LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
SD-52B817-01	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-Site Inspection and Letter	09/30/2008	LUC/IC VALID. LUC/IC Confirmation by W. Vernon Gray, Commissioner of Aviation, Griffiss International Airport – 11-21-08	Vacant field, within the airport fencing. WSA Building 817 (SD-52 - TCE plume), contains piezometers and monitoring wells. LTM ongoing.	Continue annual inspections. Additional confirmation from GLDC will be pursued for the 2009 event.
SD-52B817-02	GROUNDWATER WELL INSTALLATION RESTRICTION	On-Site Inspection and Letter	09/30/2008	LUC/IC VALID. LUC/IC Confirmation by W. Vernon Gray, Commissioner of Aviation, Griffiss International Airport – 11-21-08	Vacant field, within the airport fencing. WSA Building 817 (SD-52 - TCE plume), contains piezometers and monitoring wells. LTM ongoing.	Continue annual inspections. Additional confirmation from GLDC will be pursued for the 2009 event.
SD-52B817-03	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	On-Site Inspection and Letter	09/30/2008	LUC/IC VALID. LUC/IC Confirmation by W. Vernon Gray, Commissioner of Aviation, Griffiss International Airport – 11-21-08	Vacant field, within the airport fencing. WSA Building 817 (SD-52 - TCE plume), contains piezometers and monitoring wells. LTM ongoing.	Continue annual inspections. Additional confirmation from GLDC will be pursued for the 2009 event.

Building 7001
Parcel F6B (Southern Portion, Former Griffiss AFB)
LUC/IC Confirmation





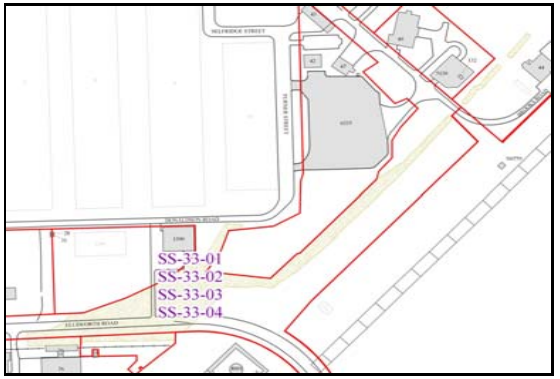
Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
UST-7001-01	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-Site Inspection and Letter	10/1/08	LUC/IC VALID. LUC/IC Confirmation by W. Vernon Gray, Commissioner of Aviation, Griffiss International Airport – 11-21-08	Petroleum spill site near Building 786. Is located within the airport fencing. Groundwater LTM is ongoing at the site. Monitoring wells are in good condition.	Continue annual inspections.

SS-33-Coal Yard Storage Area
Parcel F6B (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation





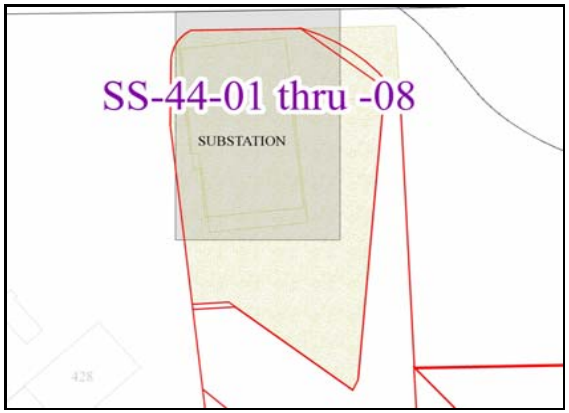


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LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
SS-33-01	LAND-USE RESTRICTION-INDUSTRIAL / COMMERCIAL / NON-RESIDENTIAL	On-Site Inspection and Letter	10/01/2008	LUC/IC VALID. LUC/IC confirmations by Andy Thompson, Operations Manager, Birnie Bus	Construction of new Birnie Bus facility and parking area. Rainbow has been culverted in this area. Railroad tracks constructed on site.	Continue annual inspections.
SS-33-02	ADVERSE AQUIFER USE PROHIBITED	On-Site Inspection and Letter	10/01/2008	LUC/IC VALID. LUC/IC confirmations by Andy Thompson, Operations Manager, Birnie Bus	Construction of new Birnie Bus facility and parking area. Rainbow has been culverted in this area. Railroad tracks constructed on site.	Continue annual inspections.E.
SS-33-03	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	On-Site Inspection and Letter	10/01/2008	LUC/IC VALID. LUC/IC confirmations by Andy Thompson, Operations Manager, Birnie Bus	Construction of new Birnie Bus facility and parking area. Rainbow has been culverted in this area. Railroad tracks constructed on site.	Continue annual inspections.
SS-33-04	SUBSURFACE SOIL RELOCATION RESTRICTION	On-Site Inspection and Letter	10/01/2008	LUC/IC VALID. LUC/IC confirmations by Andy Thompson, Operations Manager, Birnie Bus	Construction of new Birnie Bus facility and parking area. Rainbow has been culverted in this area. Railroad tracks constructed on site.	Continue annual inspections.

Electrical Power Substation (SS-44)
Parcel F6b (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation



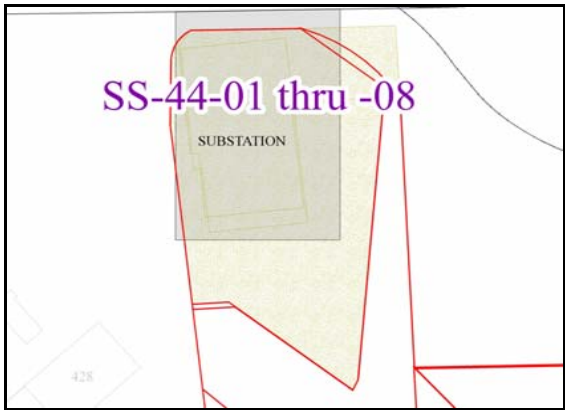


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LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
SS-44-01	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	On-Site Inspection and Letter	09/30/2008	LUC/IC VALID. LUC/IC confirmations from Daniel Saunders, Manager/Plant Engineer, GUSC, – 9-30-08.	Electrical Power Substation. Enclosed by fence.	Continue annual inspections
SS-44-02	GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-Site Inspection and Letter	09/30/2008	LUC/IC VALID. LUC/IC confirmations from Daniel Saunders, Manager/Plant Engineer, GUSC, – 9-30-08.	Electrical Power Substation. Enclosed by fence.	Continue annual inspections
SS-44-03	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	On-Site Inspection and Letter	09/30/2008	LUC/IC VALID. LUC/IC confirmations from Daniel Saunders, Manager/Plant Engineer, GUSC, – 9-30-08.	Electrical Power Substation. Enclosed by fence.	Continue annual inspections
SS-44-04	LAND-USE RESTRICTION-INDUSTRIAL / COMMERCIAL / NON-RESIDENTIAL	On-Site Inspection and Letter	09/30/2008	LUC/IC VALID. LUC/IC confirmations from Daniel Saunders, Manager/Plant Engineer, GUSC, – 9-30-08.	Electrical Power Substation. Enclosed by fence.	Continue annual inspections

Electrical Power Substation (SS-44)
Parcel F6b (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation



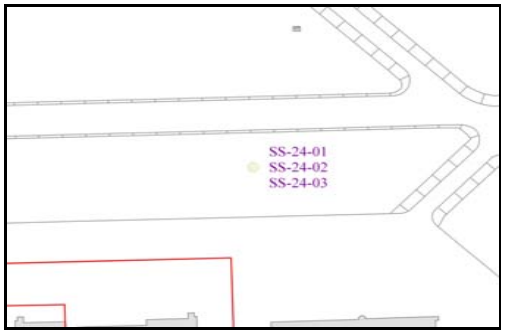


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LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
SS-44-05	LAND-USE RESTRICTION-ELECTRICAL SUBSTATION	On-Site Inspection and Letter	09/30/2008	LUC/IC VALID. LUC/IC confirmations from Daniel Saunders, Manager/Plant Engineer, GUSC, – 9-30-08.	Electrical Power Substation. Enclosed by fence.	Continue annual inspections
SS-44-06	5-YEAR REVIEW	On-Site Inspection and Letter	09/30/2008	LUC/IC VALID. LUC/IC confirmations from Daniel Saunders, Manager/Plant Engineer, GUSC, – 9-30-08.	Electrical Power Substation. Enclosed by fence.	Continue annual inspections
SS-44-07	ANNUAL INSPECTION / REPORTING TO USEPA / NYSDEC	On-Site Inspection and Letter	09/30/2008	LUC/IC VALID. LUC/IC confirmations from Daniel Saunders, Manager/Plant Engineer, GUSC, – 9-30-08.	Electrical Power Substation. Enclosed by fence.	Continue annual inspections
SS-44-08	SUBSURFACE SOIL RELOCATION RESTRICTION	On-Site Inspection and Letter	09/30/2008	LUC/IC VALID. LUC/IC confirmations from Daniel Saunders, Manager/Plant Engineer, GUSC, – 9-30-08.	Electrical Power Substation. Enclosed by fence.	Continue annual inspections

Fire Demonstration Area (SS-24)
Parcel A1A (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation



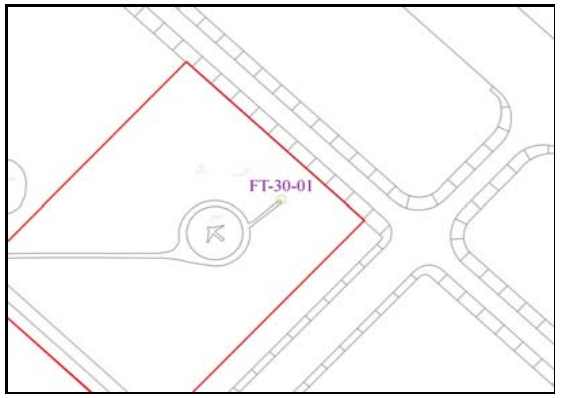


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LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
SS-24-01	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	On-Site Inspection and letter	09/30/2008	LUC/IC VALID. LUC/IC Confirmation by W. Vernon Gray, Commissioner of Aviation, Griffiss International Airport – 11-21-08	Vacant area within airfield.	Continue annual inspections.
SS-24-02	GROUNDWATER WELL INSTALLATION RESTRICTION	On-Site Inspection and letter	09/30/2008	LUC/IC VALID. LUC/IC Confirmation by W. Vernon Gray, Commissioner of Aviation, Griffiss International Airport – 11-21-08	Vacant area within airfield.	Continue annual inspections.
SS-24-03	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	On-Site Inspection and letter	09/30/2008	LUC/IC VALID. LUC/IC Confirmation by W. Vernon Gray, Commissioner of Aviation, Griffiss International Airport – 11-21-08	Vacant area within airfield.	Continue annual inspections.

Fire Protection Training Area (FT-30)
Parcel A3 (Northern Portion, Former Griffiss AFB)
LUC/IC Confirmation





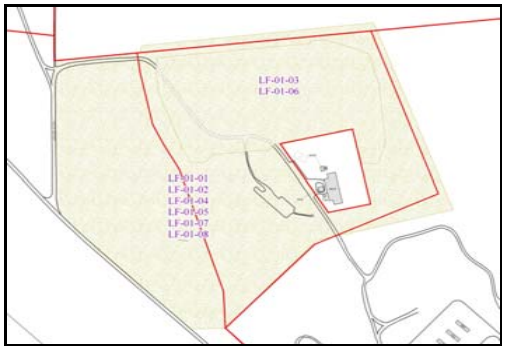
Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
FT-30-01	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-Site Inspection and Letter	09/30/2008	LUC/IC VALID. LUC/IC Confirmation by W. Vernon Gray, Commissioner of Aviation, Griffiss International Airport – 11-21-08	Vacant area within airfield	Continue annual inspections.

Landfill 1 (LF-1)
Parcel F10C (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation







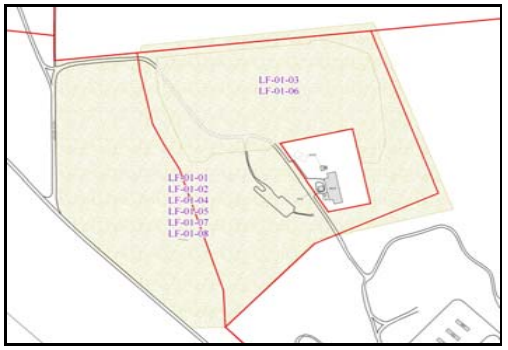
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LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
LF-01-01	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 1	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELL ARE IN GOOD CONDITION
LF-01-02	ADVERSE AQUIFER USE PROHIBITED	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 1	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELL ARE IN GOOD CONDITION
LF-01-03	PROTECT CLOSURE / POST-CLOSURE ACTIVITIES	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 1	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELL ARE IN GOOD CONDITION
LF-01-04	GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 1	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELL ARE IN GOOD CONDITION
LF-01-05	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 1	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELL ARE IN GOOD CONDITION
LF-01-06	LANDFILL FENCING / SIGNAGE	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 1	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELL ARE IN GOOD CONDITION

Landfill 1 (LF-1)
Parcel F10C (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation







Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
LF-01-07	ANNUAL INSPECTION / REPORTING TO USEPA / NYSDEC	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 1	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELL ARE IN GOOD CONDITION
LF-01-08	5-YEAR REVIEW	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 1	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELL ARE IN GOOD CONDITION

Landfill 2/3 (LF-2)
Parcel A6 (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation







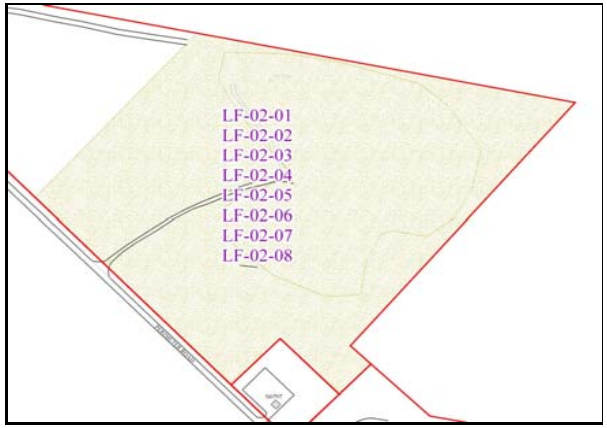
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LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
LF-02-01	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 2/3	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELLS ARE IN GOOD CONDITION.
LF-02-02	ADVERSE AQUIFER USE PROHIBITED	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 2/3	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELLS ARE IN GOOD CONDITION.
LF-02-03	PROTECT CLOSURE / POST-CLOSURE ACTIVITIES	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 2/3	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELLS ARE IN GOOD CONDITION.
LF-02-04	GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 2/3	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELLS ARE IN GOOD CONDITION.
LF-02-05	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 2/3	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELLS ARE IN GOOD CONDITION.

Landfill 2/3 (LF-2)
Parcel A6 (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation





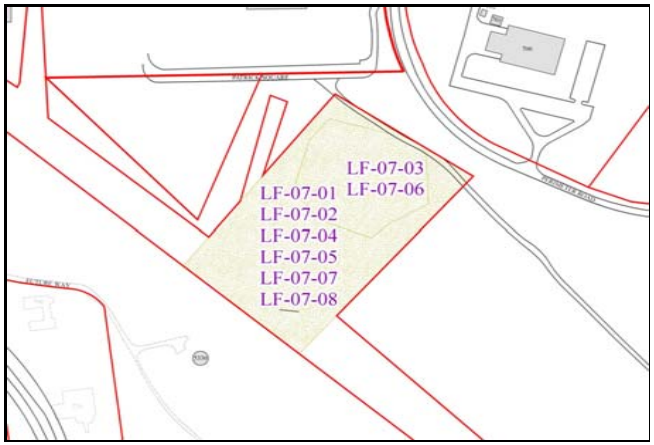


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LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
LF-02-06	LANDFILL FENCING / SIGNAGE	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 2/3	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELLS ARE IN GOOD CONDITION.
LF-02-07	ANNUAL INSPECTION / REPORTING TO USEPA / NYSDEC	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 2/3	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELLS ARE IN GOOD CONDITION.
LF-02-08	5-YEAR REVIEW	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 2/3	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELLS ARE IN GOOD CONDITION.

Landfill 5 (LF-7)
Parcel F11B (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation



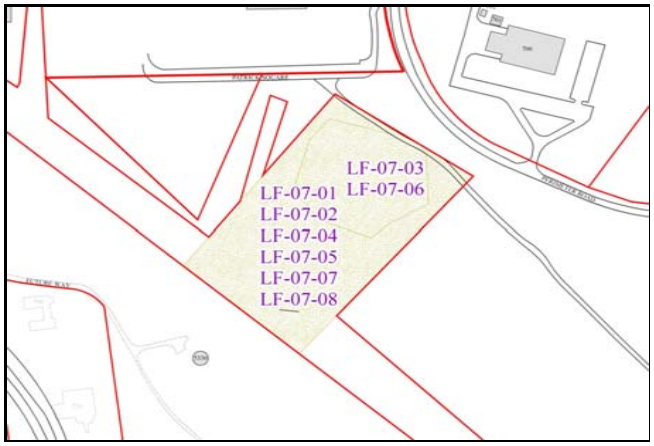


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LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
LF-07-01	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 5	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELLS ARE IN GOOD CONDITION.
LF-07-02	ADVERSE AQUIFER USE PROHIBITED	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 5	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELLS ARE IN GOOD CONDITION.
LF-07-03	PROTECT CLOSURE / POST-CLOSURE ACTIVITIES	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 5	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELLS ARE IN GOOD CONDITION.
LF-07-04	GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 5	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELLS ARE IN GOOD CONDITION.
LF-07-05	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 5	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELLS ARE IN GOOD CONDITION.

Landfill 5 (LF-7)
Parcel F11B (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation





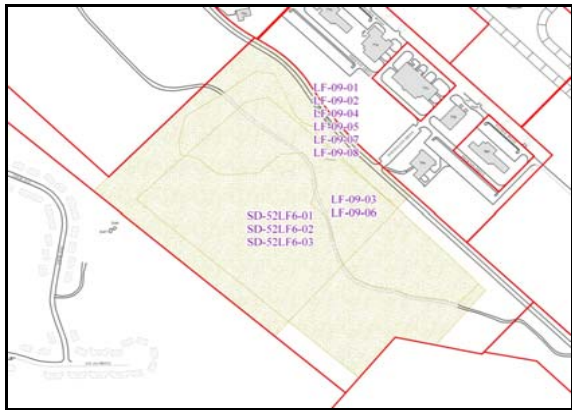
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LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
LF-07-06	LANDFILL FENCING / SIGNAGE	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 5	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELLS ARE IN GOOD CONDITION.
LF-07-07	ANNUAL INSPECTION / REPORTING TO USEPA / NYSDEC	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 5	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELLS ARE IN GOOD CONDITION.
LF-07-08	5-YEAR REVIEW	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 5	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELLS ARE IN GOOD CONDITION.

Landfill 6 (LF-9 and SD-52LF6-01)
Parcel F11B (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation







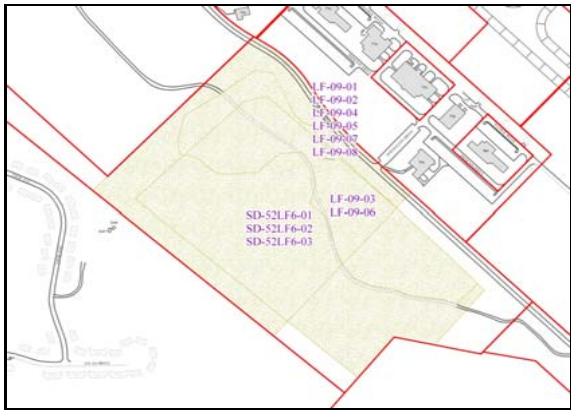
Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
LF-09-01	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 6	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELLS ARE IN GOOD CONDITION.
LF-09-02	ADVERSE AQUIFER USE PROHIBITED	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 6	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELLS ARE IN GOOD CONDITION.
LF-09-03	PROTECT CLOSURE / POST-CLOSURE ACTIVITIES	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 6	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELLS ARE IN GOOD CONDITION.
LF-09-04	GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 6	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELLS ARE IN GOOD CONDITION.

Landfill 6 (LF-9 and SD-52LF6-01)
Parcel F11B (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation







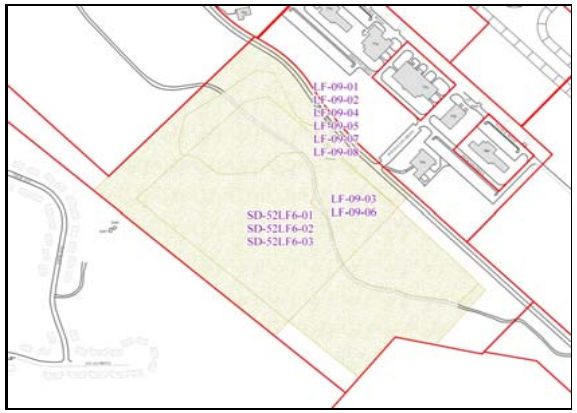
Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
LF-09-05	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 6	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELLS ARE IN GOOD CONDITION.
LF-09-06	LANDFILL FENCING / SIGNAGE	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 6	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELLS ARE IN GOOD CONDITION.
LF-09-07	ANNUAL INSPECTION / REPORTING TO USEPA / NYSDEC	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 6	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELLS ARE IN GOOD CONDITION.
LF-09-08	5-YEAR REVIEW	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 6	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELLS ARE IN GOOD CONDITION.
SD-52LF6-01	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 6 (TCE PLUME)	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELLS ARE IN GOOD CONDITION.

Landfill 6 (LF-9 and SD-52LF6-01)
Parcel F11B (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation







Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
SD-52LF6-02	GROUNDWATER WELL INSTALLATION RESTRICTION	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 6 (TCE PLUME)	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELLS ARE IN GOOD CONDITION.
SD-52LF6-03	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 6 (TCE PLUME)	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELLS ARE IN GOOD CONDITION.

Landfill 7 (LF-3)
Parcel A6 (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation







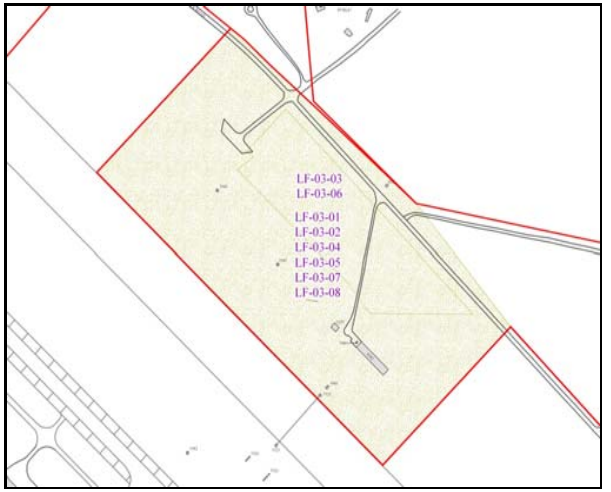
Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
LF-03-01	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 7	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELLS ARE IN GOOD CONDITION.
LF-03-02	ADVERSE AQUIFER USE PROHIBITED	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 7	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELLS ARE IN GOOD CONDITION.
LF-03-03	PROTECT CLOSURE / POST-CLOSURE ACTIVITIES	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 7	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELLS ARE IN GOOD CONDITION.

Landfill 7 (LF-3)
Parcel A6 (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation







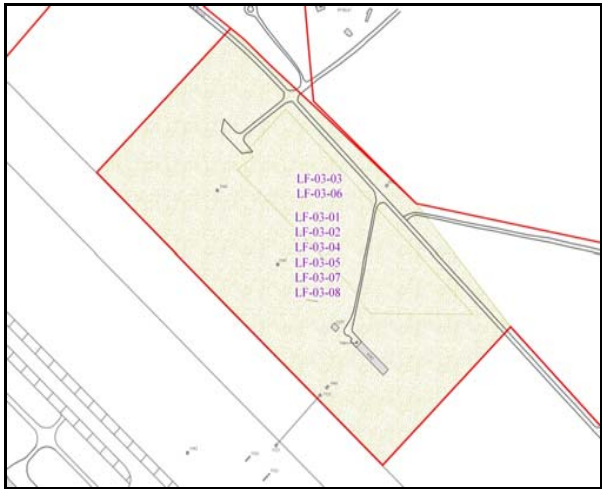
Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
LF-03-04	GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 7	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELLS ARE IN GOOD CONDITION.
LF-03-05	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 7	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELLS ARE IN GOOD CONDITION.
LF-03-06	LANDFILL FENCING / SIGNAGE	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 7	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELLS ARE IN GOOD CONDITION.
LF-03-07	ANNUAL INSPECTION / REPORTING TO USEPA / NYSDEC	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 7	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELLS ARE IN GOOD CONDITION.

Landfill 7 (LF-3)
Parcel A6 (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation





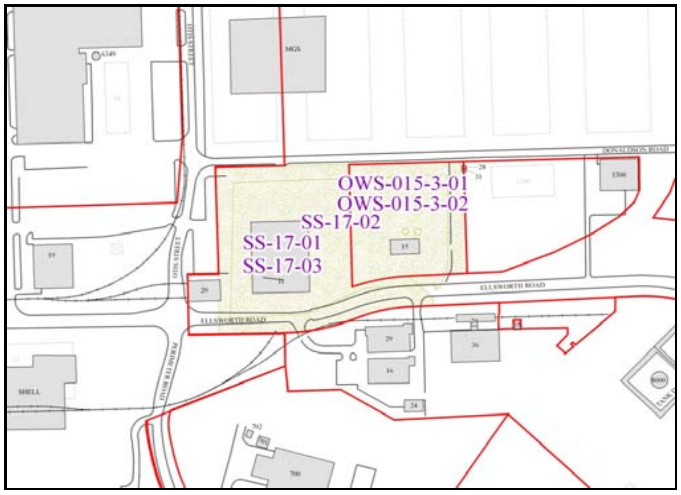


Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
LF-03-08	5-YEAR REVIEW	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	OPEN SPACE LANDFILL 7	GROUNDWATER LTM, NO EVIDENCE OF DAMAGE TO THE CAP. SIGNS AND WELLS ARE IN GOOD CONDITION.

Lot 69 (SS-17)
Parcel F1 and F6B (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation



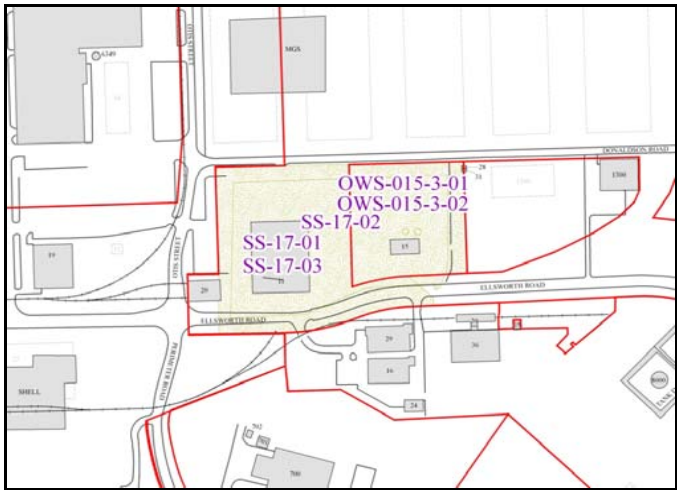


Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
OWS-015-3-01	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-Site Inspection and letter	10/01/2008	LUC/IC VALID. LUC/IC confirmations by Andy Thompson, Operations Manager, Birnie Bus	Parking area for Birnie Bus Service Inc.	Continue annual inspections.
OWS-015-3-02	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-Site Inspection and letter	10/01/2008	LUC/IC VALID. LUC/IC confirmations by Andy Thompson, Operations Manager, Birnie Bus	Parking area for Birnie Bus Service Inc.	Continue annual inspections.
SS-17-01	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	On-Site Inspection and letter	10/01/2008	LUC/IC VALID. LUC/IC confirmations by Andy Thompson, Operations Manager, Birnie Bus	Parking area for Birnie Bus Service Inc.	Continue annual inspections.

Lot 69 (SS-17)
Parcel F1 and F6B (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation





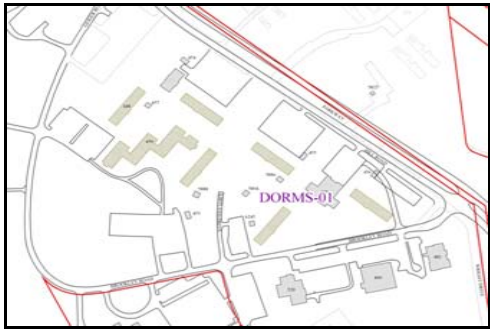
Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
SS-17-02	LAND-USE RESTRICTION-INDUSTRIAL / COMMERCIAL / NON-RESIDENTIAL	On-Site Inspection and letter	10/01/2008	LUC/IC VALID. LUC/IC confirmations by Andy Thompson, Operations Manager, Birnie Bus	Parking area for Birnie Bus Service Inc.	Continue annual inspections.
SS-17-03	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	On-Site Inspection and letter	10/01/2008	LUC/IC VALID. LUC/IC confirmations by Andy Thompson, Operations Manager, Birnie Bus	Parking area for Birnie Bus Service Inc.	Continue annual inspections.

Parcel F9 (Dorms)
Parcel F9 (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation





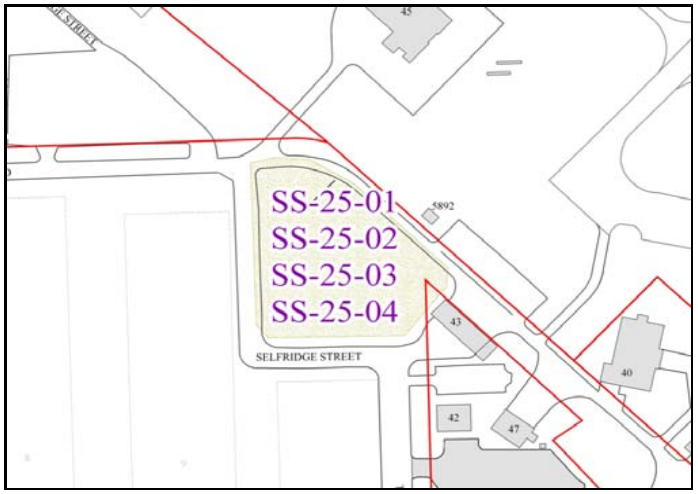


Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
DORMS-01	MOLD INSPECTION CERTIFICATION	On-Site Inspection and Interview	10/01/2008	LUC/IC VALID. LUC/IC confirmation by Frank Sanzone, Facilities Operation Manager, GLDC - 10-29-08	Building 448 has been remodeled and Building 450 is excepted to be, all others are set to be demolished.	Continue annual inspections. Contact owners of Building 448 and 450 for future inspections.

Building T-9 Site (SS-25)
Parcel F1 (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation



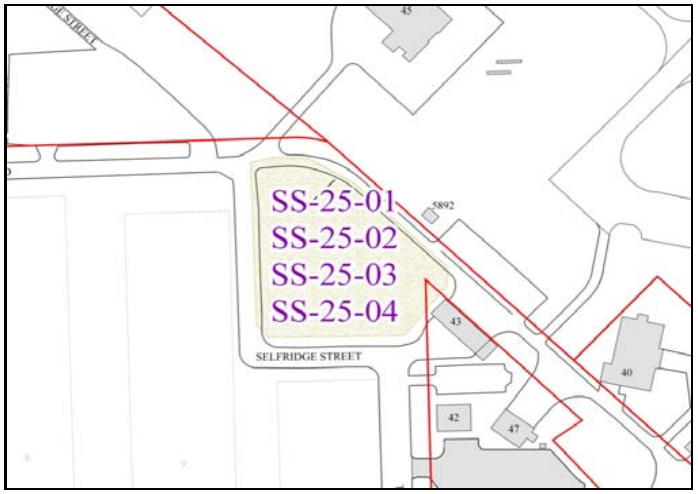


Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
SS-25-01	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	VACANT AREA & OLIVE OIL PLANT OPERATIONS	NONE
SS-25-02	ADVERSE AQUIFER USE PROHIBITED	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	VACANT AREA & OLIVE OIL PLANT OPERATIONS	NONE

Building T-9 Site (SS-25)
Parcel F1 (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation

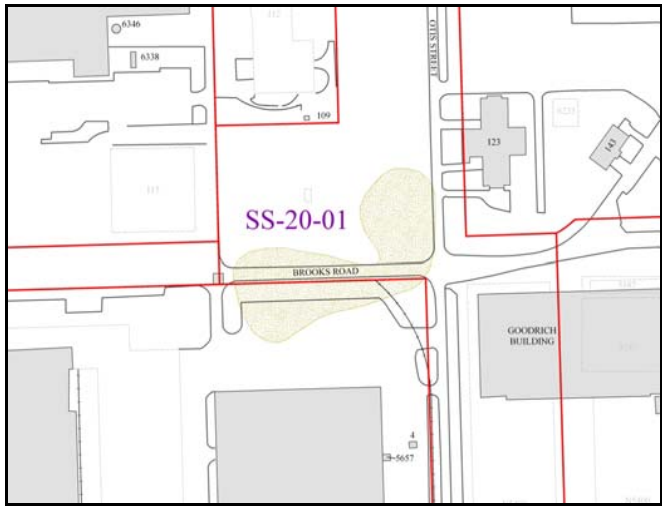




Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
SS-25-03	LAND-USE RESTRICTION-INDUSTRIAL / COMMERCIAL / NON-RESIDENTIAL	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	VACANT AREA & OLIVE OIL PLANT OPERATIONS	NONE
SS-25-04	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	ON-SITE INSPECTION	10/01/2008	LUC/IC VALID	VACANT AREA & OLIVE OIL PLANT OPERATIONS	NONE

Tank Farms 1 and 3 (SS-20)
Parcel F2 and AFRL 5 (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation

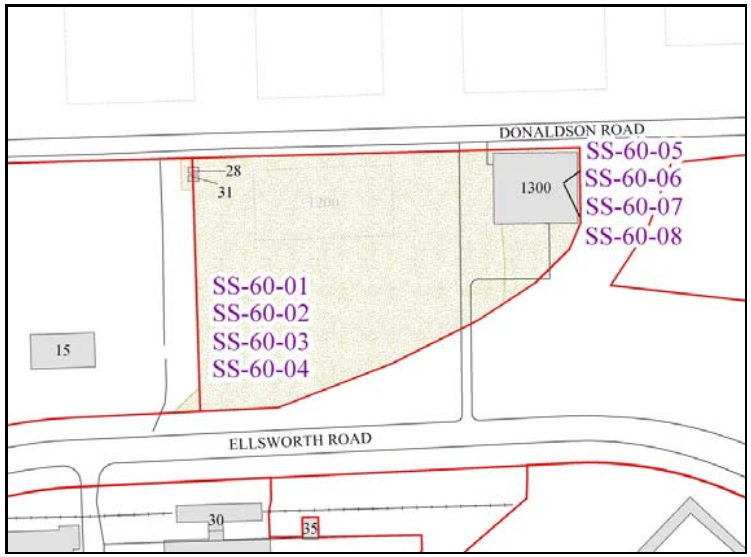


Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
SS-20-01	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-Site Inspection, letter and Interview	09/30/2008	LUC/IC VALID. LUC/IC confirmation by Frank Sanzone, Facilities Operation Manager, GLDC – 10-29-08	Grass area and parking lot for Rome Labs. Groundwater LTM is ongoing at the site.	Continue annual inspections.

SS-60 (Building 35 and 36 HWSA)
Parcel F6B (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation



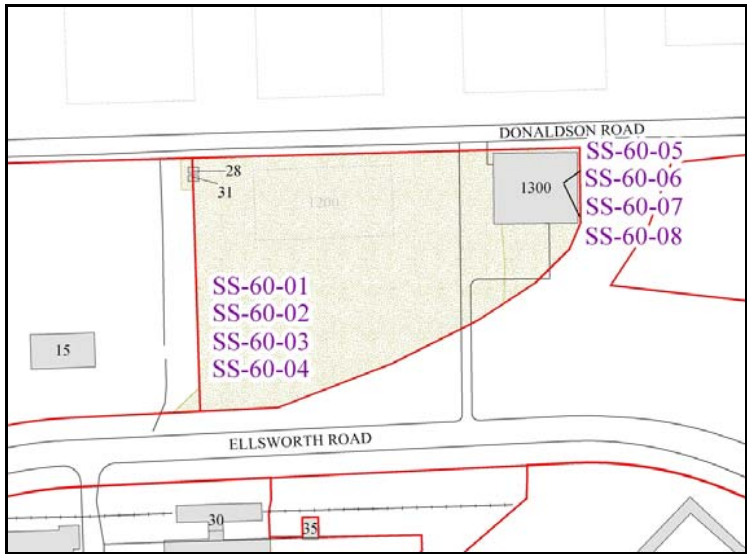


Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
SS-60-01	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	On-Site Inspection and Letter	10/01/2008	LUC/IC VALID. LUC/IC confirmations by Andy Thompson, Operations Manager, Birnie Bus Service Inc. – 10-1-08	Construction of new Birnie Bus facility and parking area. Rainbow has been culverted in this area.	Continue annual inspections.
SS-60-02	ADVERSE AQUIFER USE PROHIBITED	On-Site Inspection and Letter	10/01/2008	LUC/IC VALID. LUC/IC confirmations by Andy Thompson, Operations Manager, Birnie Bus Service Inc. – 10-1-08	Construction of new Birnie Bus facility and parking area. Rainbow has been culverted in this area.	Continue annual inspections.

SS-60 (Building 35 and 36 HWSA)
Parcel F6B (Central Portion, Former Griffiss AFB)
LUC/IC Confirmation



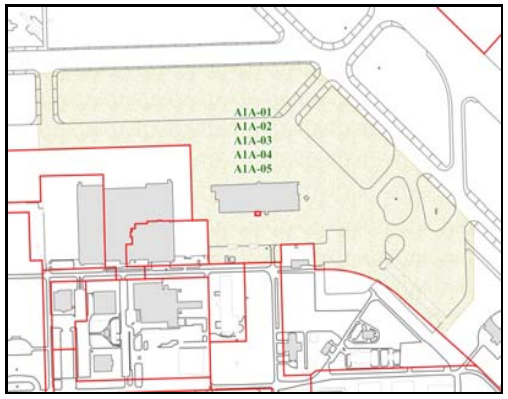


Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
SS-60-03	LAND-USE RESTRICTION-INDUSTRIAL / COMMERCIAL / NON-RESIDENTIAL	On-Site Inspection and Letter	10/01/2008	LUC/IC VALID. LUC/IC confirmations by Andy Thompson, Operations Manager, Birnie Bus Service Inc. – 10-1-08	Construction of new Birnie Bus facility and parking area. Rainbow has been culverted in this area.	Continue annual inspections.
SS-60-04	SUBSURFACE SOIL RELOCATION RESTRICTION	On-Site Inspection and Letter	10/01/2008	LUC/IC VALID. LUC/IC confirmations by Andy Thompson, Operations Manager, Birnie Bus Service Inc. – 10-1-08	Construction of new Birnie Bus facility and parking area. Rainbow has been culverted in this area.	Continue annual inspections.

Exhibit 2
2008 Deed Restriction Inspections

Parcel A1A
Deed Restriction Confirmation

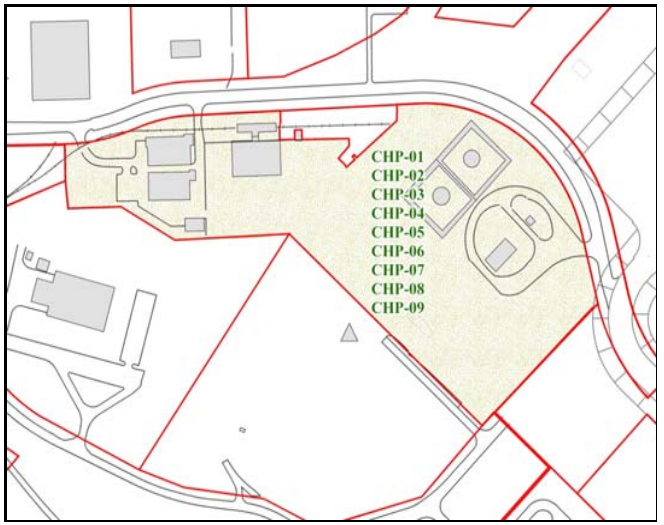


Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
A1A-01	LAND-USE RESTRICTION-INDUSTRIAL / COMMERCIAL / NON-RESIDENTIAL	On-site (drive by)	09/30/2008	Valid	Airport related services	Continue annual inspections
A1A-02	ADVERSE AQUIFER USE PROHIBITED	On-site (drive by)	09/30/2008	Valid	Airport related services	Continue annual inspections
A1A-03	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	On-site (drive by)	09/30/2008	Valid	Airport related services	Continue annual inspections
A1A-04	GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site (drive by)	09/30/2008	Valid	Airport related services	Continue annual inspections
A1A-05	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site (drive by)	09/30/2008	Valid	Airport related services	Continue annual inspections

Parcel CHP
Deed Restriction Confirmation



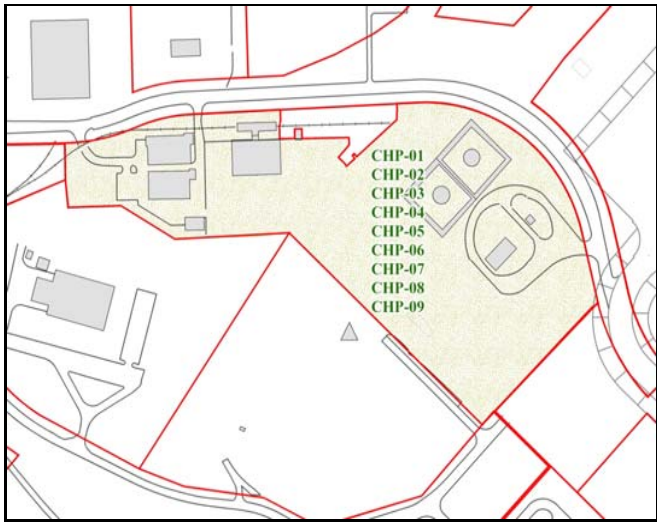


Legend: Refer to "Key to Features" at beginning of section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
CHP-01	LAND-USE RESTRICTION-INDUSTRIAL / COMMERCIAL / NON-RESIDENTIAL	INTERVIEW & DRIVE-BY	09/30/2008	YES	CENTRAL HEATING PLANT	INTERVIEW W/GUSC
CHP-02	ADVERSE AQUIFER USE PROHIBITED	INTERVIEW & DRIVE-BY	09/30/2008	YES	CENTRAL HEATING PLANT	INTERVIEW W/GUSC
CHP-03	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	INTERVIEW & DRIVE-BY	09/30/2008	YES	CENTRAL HEATING PLANT	INTERVIEW W/GUSC

Parcel CHP
Deed Restriction Confirmation



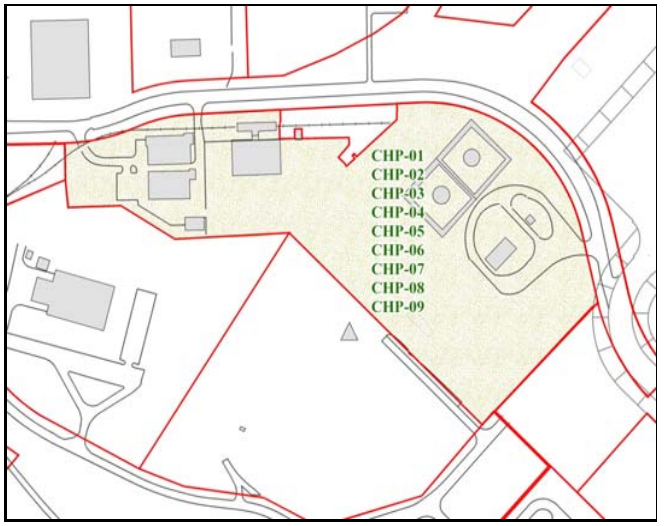


Legend: Refer to “Key to Features” at beginning of section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
CHP-04	GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	INTERVIEW & DRIVE-BY	09/30/2008	YES	CENTRAL HEATING PLANT	INTERVIEW W/GUSC
CHP-05	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	INTERVIEW & DRIVE-BY	09/30/2008	YES	CENTRAL HEATING PLANT	INTERVIEW W/GUSC
CHP-06	PROTECT CLOSURE / POST-CLOSURE ACTIVITIES	INTERVIEW & DRIVE-BY	09/30/2008	YES	CENTRAL HEATING PLANT	INTERVIEW W/GUSC

Parcel CHP
Deed Restriction Confirmation



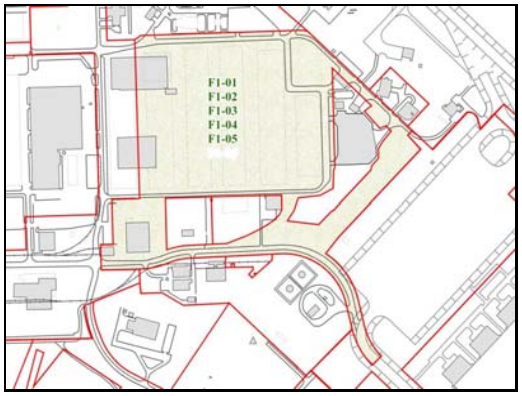


Legend: Refer to "Key to Features" at beginning of section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
CHP-07	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	INTERVIEW & DRIVE-BY	09/30/2008	YES	CENTRAL HEATING PLANT	INTERVIEW W/GUSC
CHP-08	ADVERSE AQUIFER USE PROHIBITED	INTERVIEW & DRIVE-BY	09/30/2008	YES	CENTRAL HEATING PLANT	INTERVIEW W/GUSC
CHP-09	GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	INTERVIEW & DRIVE-BY	09/30/2008	YES	CENTRAL HEATING PLANT	INTERVIEW W/GUSC

Parcel F1
Deed Restriction Confirmation



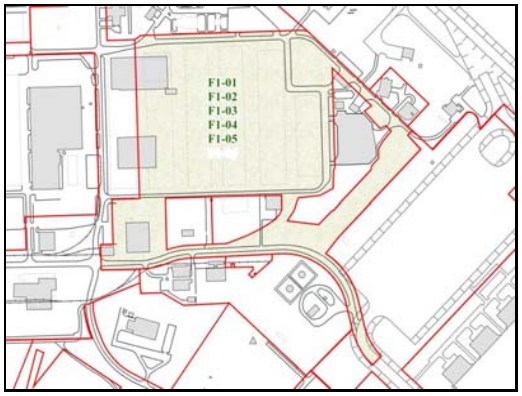


Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
F1-01	LAND-USE RESTRICTION-INDUSTRIAL / COMMERCIAL / NON-RESIDENTIAL	On-site (drive-by)	09/30/2008	Valid	Commercial Buildings, East Coast Olive Oil Plant built in 2006 and 2007 in T-9 area. Construction for new Birnie Bus facility near former Pumphouse 5 area, and culverting of Rainbow creek.	Continue annual inspections.
F1-02	ADVERSE AQUIFER USE PROHIBITED	On-site (drive-by)	09/30/2008	Valid	Commercial Buildings, East Coast Olive Oil Plant built in 2006 and 2007 in T-9 area. Construction for new Birnie Bus facility near former Pumphouse 5 area, and culverting of Rainbow creek.	Continue annual inspections.
F1-03	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	On-site (drive-by)	09/30/2008	Valid	Commercial Buildings, East Coast Olive Oil Plant built in 2006 and 2007 in T-9 area. Construction for new Birnie Bus facility near former Pumphouse 5 area, and culverting of Rainbow creek.	Continue annual inspections.

Parcel F1
Deed Restriction Confirmation





Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
F1-04	GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site (drive-by)	09/30/2008	Valid	Commercial Buildings, East Coast Olive Oil Plant built in 2006 and 2007 in T-9 area. Construction for new Birnie Bus facility near former Pumphouse 5 area, and culverting of Rainbow creek.	Continue annual inspections.
F1-05	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	On-site (drive-by)	09/30/2008	Valid	Commercial Buildings, East Coast Olive Oil Plant built in 2006 and 2007 in T-9 area. Construction for new Birnie Bus facility near former Pumphouse 5 area, and culverting of Rainbow creek.	Continue annual inspections.

Parcel F2
Deed Restriction Confirmation







Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
F2-01	LAND-USE RESTRICTION-INDUSTRIAL / EDUCATIONAL / COMMERCIAL / NON-RESIDENTIAL	On-site (drive-by)	09/30/2008	Valid	Commercial Activities. No remediation activities or new wells on parcel.	Continue annual inspection.
F2-02	LAND-USE RESTRICTION-INDUSTRIAL / EDUCATIONAL / COMMERCIAL / NON-RESIDENTIAL	On-site (drive-by)	09/30/2008	Valid	Commercial Activities. No remediation activities or new wells on parcel.	NO REMEDIATION ACTIVITIES OR NEW WELLS ON PARCEL
F2-03	LAND-USE RESTRICTION-INDUSTRIAL / EDUCATIONAL / COMMERCIAL / NON-RESIDENTIAL	On-site (drive-by)	09/30/2008	Valid	Commercial Activities. No remediation activities or new wells on parcel.	NO REMEDIATION ACTIVITIES OR NEW WELLS ON PARCEL
F2-04	LAND-USE RESTRICTION-INDUSTRIAL / EDUCATIONAL / COMMERCIAL / NON-RESIDENTIAL	On-site (drive-by)	09/30/2008	Valid	Commercial Activities. No remediation activities or new wells on parcel.	Continue annual inspection.

Parcel F2
Deed Restriction Confirmation







Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
F2-05	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	On-site (drive-by)	09/30/2008	Valid	Commercial Activities. No remediation activities or new wells on parcel.	Continue annual inspection.
F2-06	ADVERSE AQUIFER USE PROHIBITED	On-site (drive-by)	09/30/2008	Valid	Commercial Activities. No remediation activities or new wells on parcel.	Continue annual inspection.
F2-07	GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site (drive-by)	09/30/2008	Valid	Commercial Activities. No remediation activities or new wells on parcel.	Continue annual inspection.
F2-08	GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site (drive-by)	09/30/2008	Valid	Commercial Activities. No remediation activities or new wells on parcel.	Continue annual inspection.
F2-09	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	On-site (drive-by)	09/30/2008	Valid	Commercial Activities. No remediation activities or new wells on parcel.	Continue annual inspection.

Parcel F2
Deed Restriction Confirmation







Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
F2-10	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	On-site (drive-by)	09/30/2008	Valid	Commercial Activities. No remediation activities or new wells on parcel.	Continue annual inspection.
F2-11	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	On-site (drive-by)	09/30/2008	Valid	Commercial Activities. No remediation activities or new wells on parcel.	NO REMEDIATION ACTIVITIES OR NEW WELLS ON PARCEL
F2-12	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	On-site (drive-by)	09/30/2008	Valid	Commercial Activities. No remediation activities or new wells on parcel.	Continue annual inspection.
F2-13	ADVERSE AQUIFER USE PROHIBITED	On-site (drive-by)	09/30/2008	Valid	Commercial Activities. No remediation activities or new wells on parcel.	Continue annual inspection.
F2-14	ADVERSE AQUIFER USE PROHIBITED	On-site (drive-by)	09/30/2008	Valid	Commercial Activities. No remediation activities or new wells on parcel.	Continue annual inspection.

Parcel F2
Deed Restriction Confirmation







Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
F2-15	GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site (drive-by)	09/30/2008	Valid	Commercial Activities. No remediation activities or new wells on parcel.	Continue annual inspection.
F2-16	GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site (drive-by)	09/30/2008	Valid	Commercial Activities. No remediation activities or new wells on parcel.	Continue annual inspection.
F2-17	GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site (drive-by)	09/30/2008	Valid	Commercial Activities. No remediation activities or new wells on parcel.	Continue annual inspection.
F2-18	GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site (drive-by)	09/30/2008	Valid	Commercial Activities. No remediation activities or new wells on parcel.	Continue annual inspection.
F2-19	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	On-site (drive-by)	09/30/2008	Valid	Commercial Activities. No remediation activities or new wells on parcel.	Continue annual inspection.

Parcel F2
Deed Restriction Confirmation



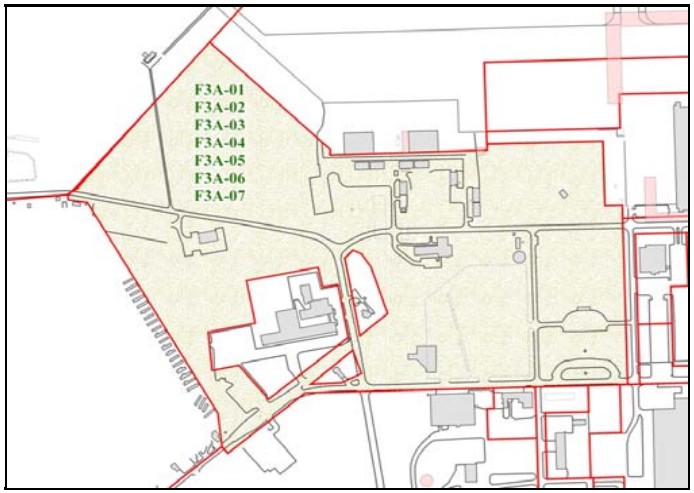




Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
F2-20	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site (drive-by)	09/30/2008	Valid	Commercial Activities. No remediation activities or new wells on parcel.	Continue annual inspection.
F2-21	SUBSURFACE SOIL RELOCATION RESTRICTION	On-site (drive-by)	09/30/2008	Valid	Commercial Activities. No remediation activities or new wells on parcel.	Continue annual inspection.
F2-22	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	On-site (drive-by)	09/30/2008	Valid	Commercial Activities. No remediation activities or new wells on parcel.	Continue annual inspection.

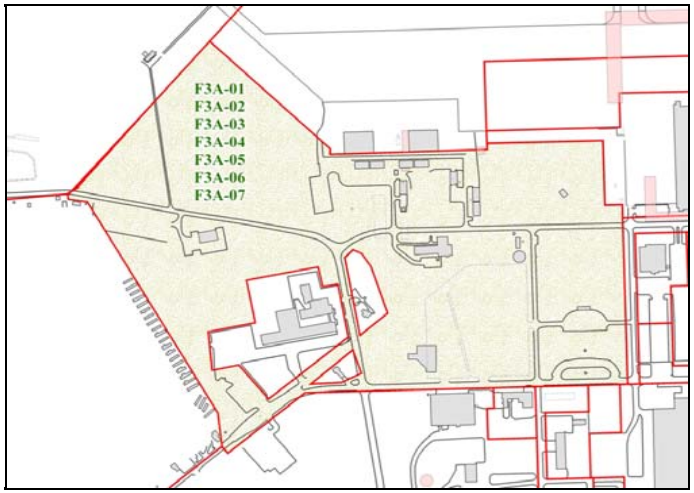
Parcel F3A
Deed Restriction Confirmation



Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
F3A-01	ANNUAL INSPECTION / REPORTING TO USEPA / NYSDEC	On-site (drive-by)	09/30/2008	Valid	Tin City Area. Commercial and industrial use only	Confirmation with Roberts Office Interiors (owns facilities on parcel). Continue annual inspection
F3A-02	LAND-USE RESTRICTION-INDUSTRIAL / COMMERCIAL / NON-RESIDENTIAL	On-site (drive-by)	09/30/2008	Valid	Tin City Area. Commercial and industrial use only	Confirmation with Roberts Office Interiors (owns facilities on parcel). Continue annual inspection
F3A-03	ADVERSE AQUIFER USE PROHIBITED	On-site (drive-by)	09/30/2008	Valid	Tin City Area. Commercial and industrial use only	Confirmation with Roberts Office Interiors (owns facilities on parcel). Continue annual inspection

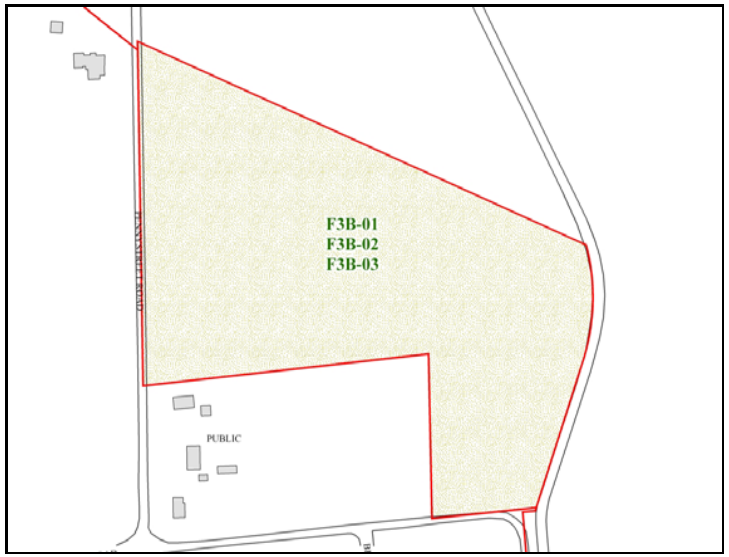
Parcel F3A
Deed Restriction Confirmation



Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
F3A-04	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	On-site (drive-by)	09/30/2008	Valid	Tin City Area. Commercial and industrial use only	Confirmation with Roberts Office Interiors (owns facilities on parcel). Continue annual inspection
F3A-05	GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site (drive-by)	09/30/2008	Valid	Tin City Area. Commercial and industrial use only	Confirmation with Roberts Office Interiors (owns facilities on parcel). Continue annual inspection
F3A-06	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	On-site (drive-by)	09/30/2008	Valid	Tin City Area. Commercial and industrial use only	Confirmation with Roberts Office Interiors (owns facilities on parcel). Continue annual inspection
F3A-07	PROTECT CLOSURE / POST-CLOSURE ACTIVITIES	On-site (drive-by)	09/30/2008	Valid	Tin City Area. Commercial and industrial use only	Confirmation with Roberts Office Interiors (owns facilities on parcel). Continue annual inspection

Parcel F3B
Deed Restriction Confirmation



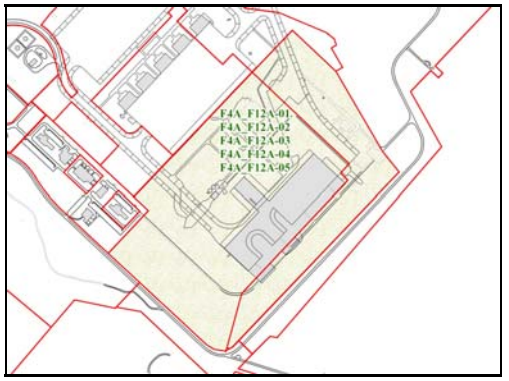
Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
F3B-01	ANNUAL INSPECTION / REPORTING TO USEPA / NYSDEC	On-site (drive-by)	09/30/2008	Valid	Vacant – forested area No remediation activities or new wells on parcel	Continue annual inspection
F3B-02	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	On-site (drive-by)	09/30/2008	Valid	Vacant – forested area No remediation activities or new wells on parcel	Continue annual inspection
F3B-03	PROTECT CLOSURE / POST-CLOSURE ACTIVITIES	On-site (drive-by)	09/30/2008	Valid	Vacant – forested area No remediation activities or new wells on parcel	Continue annual inspection

Parcel F4A F12A
Deed Restriction Conformation







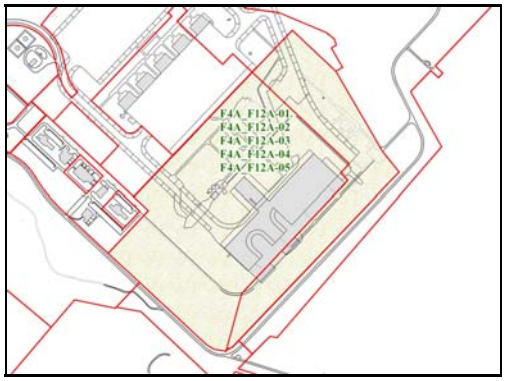
Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
F4A_F12A-01	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site (drive-by)	10/01/2008	Valid	Family Dollar Warehouse. 789 remediation on parcel.	Continue annual inspection
F4A_F12A-02	GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site (drive-by)	10/01/2008	Valid	Family Dollar Warehouse. 789 remediation on parcel.	Continue annual inspection

Parcel F4A F12A
Deed Restriction Conformation



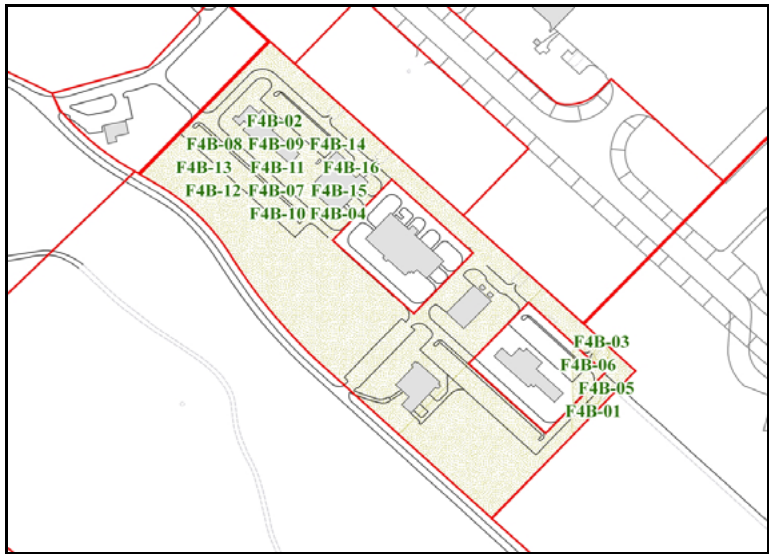




Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
F4A_F12A-03	ADVERSE AQUIFER USE PROHIBITED	On-site (drive-by)	10/01/2008	Valid	Family Dollar Warehouse. 789 remediation on parcel.	Continue annual inspection
F4A_F12A-04	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	On-site (drive-by)	10/01/2008	Valid	Family Dollar Warehouse. 789 remediation on parcel.	Continue annual inspection
F4A_F12A-05	LAND-USE RESTRICTION-COMMERCIAL/ INDUSTRIAL / NON-RESIDENTIAL	On-site (drive-by)	10/01/2008	Valid	Family Dollar Warehouse. 789 remediation on parcel.	Continue annual inspection

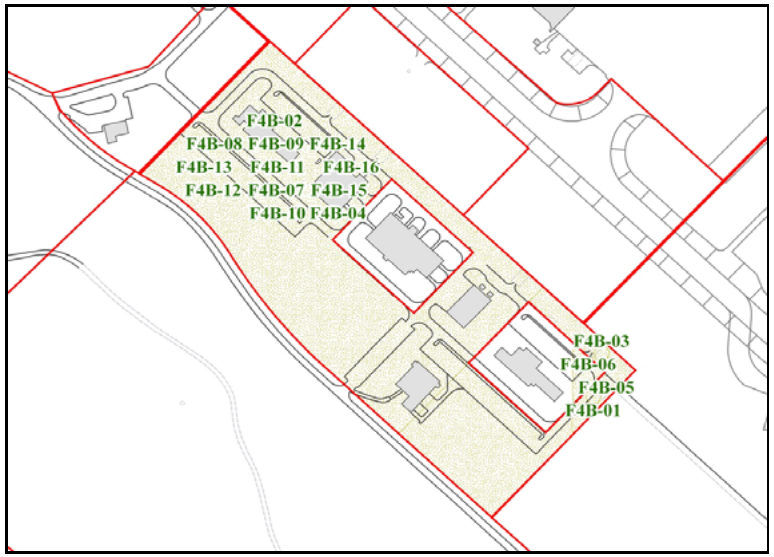
Parcel F4B
Deed Restriction Confirmation



Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
F4B-01	PROTECT CLOSURE / POST-CLOSURE ACTIVITIES	On-site (drive-by)	10/01/2008	Valid	Commercial Activities, SAC Hill Area.	Building 775 and 781 LUC/IC sites are located on the parcel and where also confirmed as valid. Continue annual inspection
F4B-02	GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site (drive-by)	10/01/2008	Valid	Commercial Activities, SAC Hill Area.	Building 775 and 781 LUC/IC sites are located on the parcel and where also confirmed as valid. Continue annual inspection
F4B-03	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site (drive-by)	10/01/2008	Valid	Commercial Activities, SAC Hill Area.	Building 775 and 781 LUC/IC sites are located on the parcel and where also confirmed as valid. Continue annual inspection

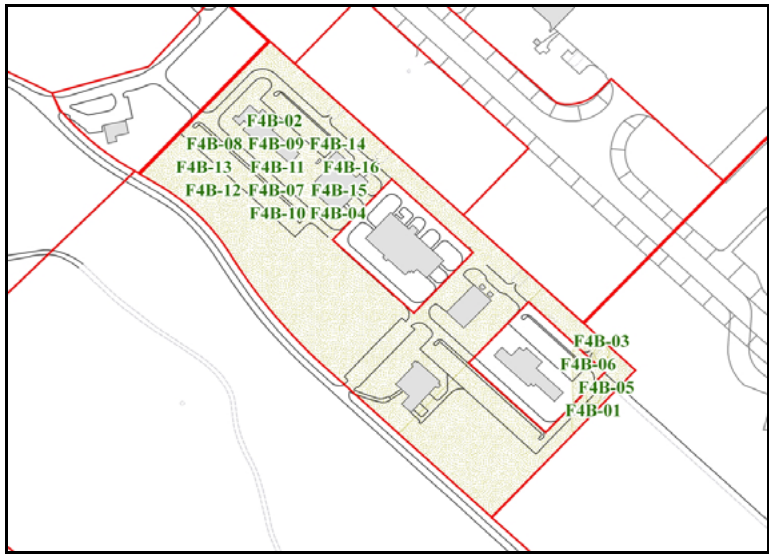
Parcel F4B
Deed Restriction Confirmation



Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
F4B-04	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site (drive-by)	10/01/2008	Valid	Commercial Activities, SAC Hill Area.	Building 775 and 781 LUC/IC sites are located on the parcel and where also confirmed as valid. Continue annual inspection
F4B-05	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site (drive-by)	10/01/2008	Valid	Commercial Activities, SAC Hill Area.	775, 781 LUC/IC SITES ARE LOCATED ON PARCEL (VALID)
F4B-06	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site (drive-by)	10/01/2008	Valid	Commercial Activities, SAC Hill Area.	Building 775 and 781 LUC/IC sites are located on the parcel and where also confirmed as valid. Continue annual inspection

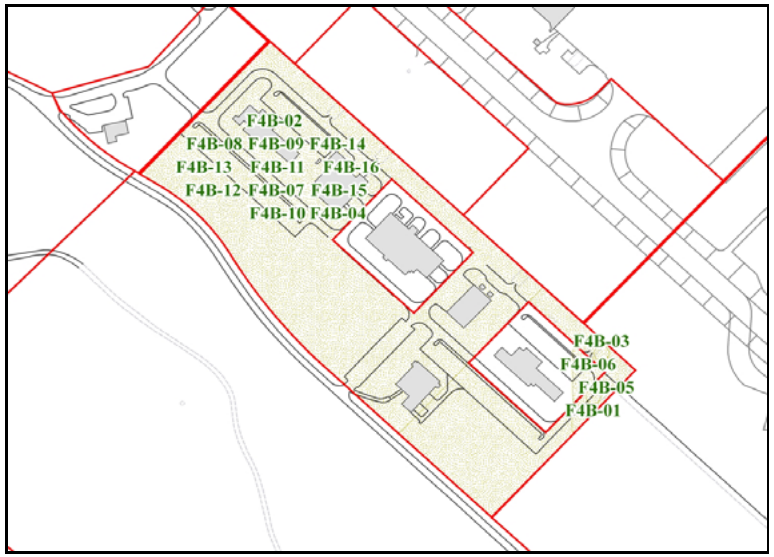
Parcel F4B
Deed Restriction Confirmation



Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
F4B-07	ADVERSE AQUIFER USE PROHIBITED	On-site (drive-by)	10/01/2008	Valid	Commercial Activities, SAC Hill Area.	Building 775 and 781 LUC/IC sites are located on the parcel and where also confirmed as valid. Continue annual inspection
F4B-08	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site (drive-by)	10/01/2008	Valid	Commercial Activities, SAC Hill Area.	Building 775 and 781 LUC/IC sites are located on the parcel and where also confirmed as valid. Continue annual inspection
F4B-09	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	On-site (drive-by)	10/01/2008	Valid	Commercial Activities, SAC Hill Area.	Building 775 and 781 LUC/IC sites are located on the parcel and where also confirmed as valid. Continue annual inspection

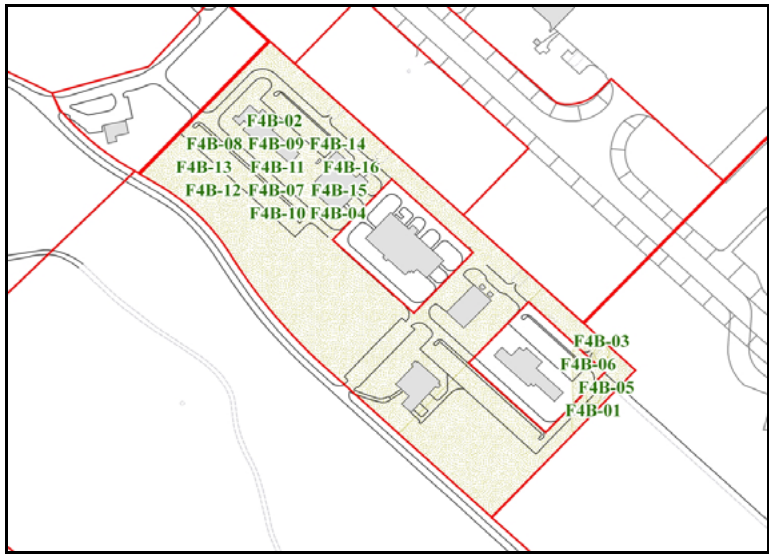
Parcel F4B
Deed Restriction Confirmation



Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
F4B-10	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	On-site (drive-by)	10/01/2008	Valid	Commercial Activities, SAC Hill Area.	Building 775 and 781 LUC/IC sites are located on the parcel and where also confirmed as valid. Continue annual inspection
F4B-11	ADVERSE AQUIFER USE PROHIBITED	On-site (drive-by)	10/01/2008	Valid	Commercial Activities, SAC Hill Area.	Building 775 and 781 LUC/IC sites are located on the parcel and where also confirmed as valid. Continue annual inspection
F4B-12	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site (drive-by)	10/01/2008	Valid	Commercial Activities, SAC Hill Area.	Building 775 and 781 LUC/IC sites are located on the parcel and where also confirmed as valid. Continue annual inspection

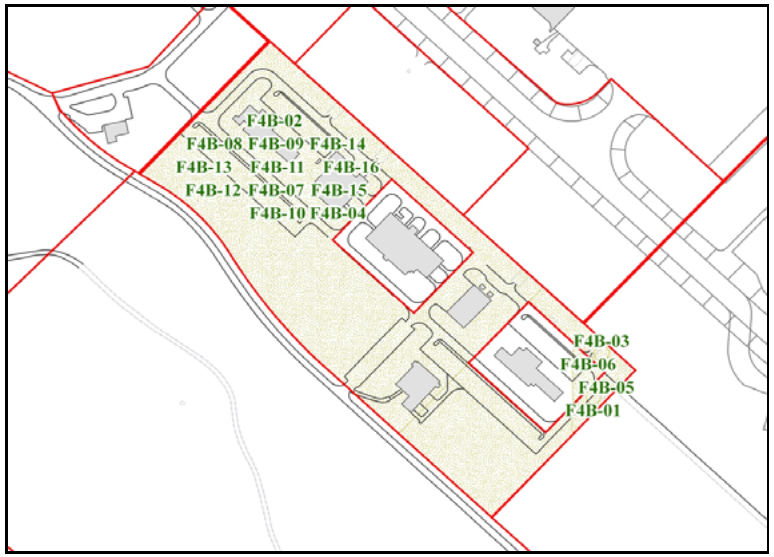
Parcel F4B
Deed Restriction Confirmation



Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
F4B-13	LAND-USE RESTRICTION-COMMERCIAL / ADMINISTRATIVE / NON-RESIDENTIAL	On-site (drive-by)	10/01/2008	Valid	Commercial Activities, SAC Hill Area.	Building 775 and 781 LUC/IC sites are located on the parcel and where also confirmed as valid. Continue annual inspection
F4B-14	ADVERSE AQUIFER USE PROHIBITED	On-site (drive-by)	10/01/2008	Valid	Commercial Activities, SAC Hill Area.	Building 775 and 781 LUC/IC sites are located on the parcel and where also confirmed as valid. Continue annual inspection
F4B-15	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site (drive-by)	10/01/2008	Valid	Commercial Activities, SAC Hill Area.	Building 775 and 781 LUC/IC sites are located on the parcel and where also confirmed as valid. Continue annual inspection

Parcel F4B
Deed Restriction Confirmation



Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
F4B-16	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	On-site (drive-by)	10/01/2008	Valid	Commercial Activities, SAC Hill Area.	Building 775 and 781 LUC/IC sites are located on the parcel and where also confirmed as valid. Continue annual inspection

Parcel F6A
Deed Restriction Confirmation



Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
F6A-01	LAND-USE RESTRICTION-COMMERCIAL / NON-RESIDENTIAL	On-site (drive-by)	09/30/2008	Valid	Commercial buildings. No remediation activities or new wells on parcel	Continue annual inspection
F6A-02	ADVERSE AQUIFER USE PROHIBITED	On-site (drive-by)	09/30/2008	Valid	Commercial buildings. No remediation activities or new wells on parcel	Continue annual inspection
F6A-03	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	On-site (drive-by)	09/30/2008	Valid	Commercial buildings. No remediation activities or new wells on parcel	Continue annual inspection
F6A-04	GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site (drive-by)	09/30/2008	Valid	Commercial buildings. No remediation activities or new wells on parcel	Continue annual inspection

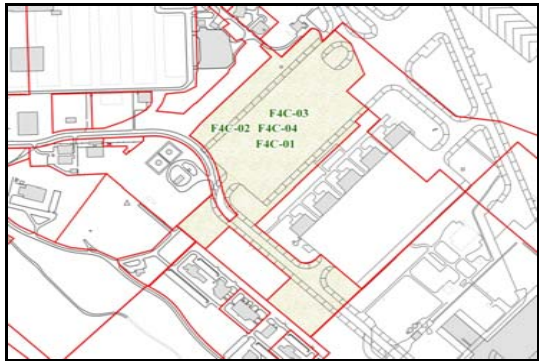
Parcel F6A
Deed Restriction Confirmation



Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
F6A-05	LAND-USE RESTRICTION-COMMERCIAL / NON-RESIDENTIAL	On-site (drive-by)	09/30/2008	Valid	Commercial buildings. No remediation activities or new wells on parcel	Continue annual inspection
F6A-06	GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site (drive-by)	09/30/2008	Valid	Commercial buildings. No remediation activities or new wells on parcel	Continue annual inspection
F6A-07	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	On-site (drive-by)	09/30/2008	Valid	Commercial buildings. No remediation activities or new wells on parcel	Continue annual inspection
F6A-08	ADVERSE AQUIFER USE PROHIBITED	On-site (drive-by)	09/30/2008	Valid	Commercial buildings. No remediation activities or new wells on parcel	Continue annual inspection

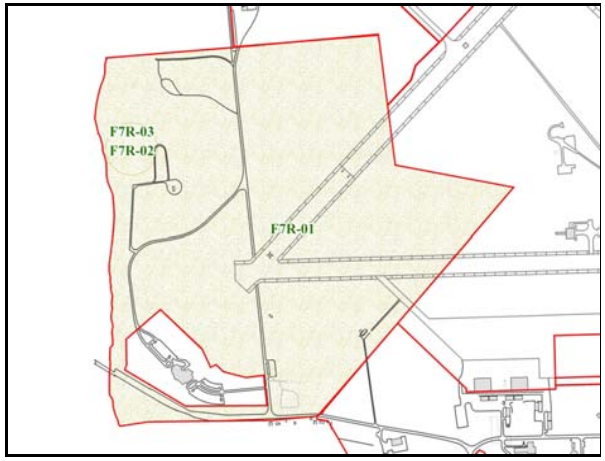
Parcel F4C
(Apron 1)
Deed Restriction Confirmation



Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
F4C-01	RESTRICT ACCESS	On-site	10/01/2008	Valid	Apron 1. Contaminated soil stockpiles are being consolidated on the property or have been moved to Apron 2. Construction of new Birnie Bus Facility and parking area near Pumphouse 5	Continue annual inspection
F4C-02	PROTECT CLOSURE / POST-CLOSURE ACTIVITIES	On-site	10/01/2008	Valid	Apron 1. Contaminated soil stockpiles are being consolidated on the property or have been moved to Apron 2. Construction of new Birnie Bus Facility and parking area near Pumphouse 5	Continue annual inspection
F4C-03	ANNUAL INSPECTION / REPORTING TO USEPA / NYSDEC	On-site	10/01/2008	Valid	Apron 1. Contaminated soil stockpiles are being consolidated on the property or have been moved to Apron 2. Construction of new Birnie Bus Facility and parking area near Pumphouse 5	Continue annual inspection
F4C-04	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	On-site	10/01/2008	Valid	Apron 1. Contaminated soil stockpiles are being consolidated on the property or have been moved to Apron 2. Construction of new Birnie Bus Facility and parking area near Pumphouse 5	Continue annual inspection

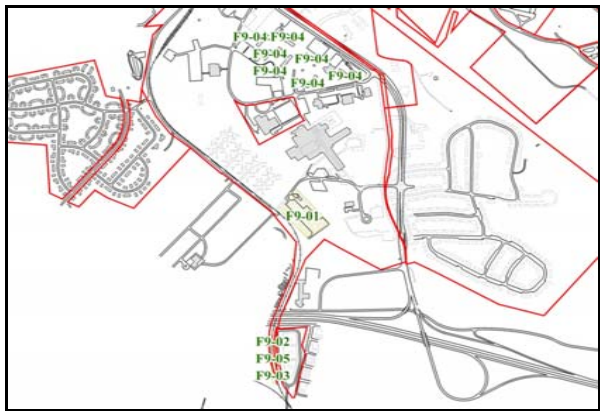
Parcel F7R
Deed Restriction Confirmation



Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
F7R-01	PROTECT CLOSURE / POST-CLOSURE ACTIVITIES	On-site (drive-by)	09/30/2008	Valid	Golf course activities.	Continue annual inspection
F7R-02	ANNUAL INSPECTION / REPORTING TO USEPA / NYSDEC	On-site (drive-by)	09/30/2008	Valid	Golf course activities.	Continue annual inspection
F7R-03	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	On-site (drive-by)	09/30/2008	Valid	Golf course activities.	Continue annual inspection

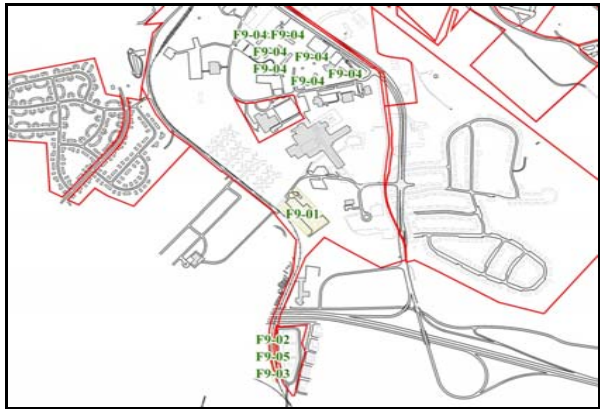
Parcel F9
Deed Restriction Confirmation



Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
F9-01	LAND-USE RESTRICTION-INDUSTRIAL / EDUCATIONAL / COMMERCIAL / NON-RESIDENTIAL	On-site	09/30/2008	Valid	Commercial Activities No remediation activities or new wells on parcel	Continue annual inspection
F9-02	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site	09/30/2008	Valid	Commercial Activities No remediation activities or new wells on parcel	Continue annual inspection
F9-03	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site	09/30/2008	Valid	Commercial Activities No remediation activities or new wells on parcel	Continue annual inspection
F9-04	MOLD INSPECTION CERTIFICATION	On-site	09/30/2008	Valid	Commercial Activities No remediation activities or new wells on parcel	Continue annual inspection

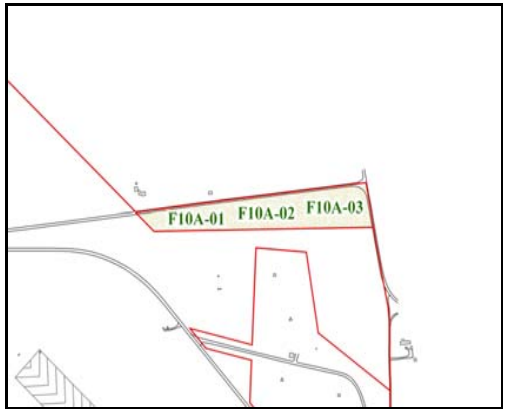
Parcel F9
Deed Restriction Confirmation



Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
F9-05	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	On-site	09/30/2008	Valid	BFSA	LUC/IC valid Continue annual inspection
F9-06	ADVERSE AQUIFER USE PROHIBITED	On-site	09/30/2008	Valid	BFSA	LUC/IC valid Continue annual inspection
F9-07	GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site	09/30/2008	Valid	BFSA	LUC/IC valid Continue annual inspection
F9-08	GROUNDWATER CONSUMPTION- PRIOR APPROVAL	On-site	09/30/2008	Valid	BFSA	LUC/IC valid Continue annual inspection

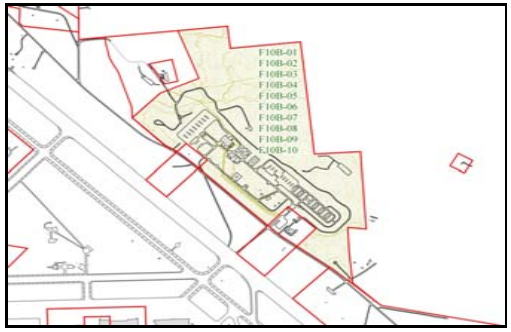
Parcel F10A
Deed Restriction Confirmation



Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
F10A-01	PROTECT CLOSURE / POST-CLOSURE ACTIVITIES	On-site (drive-by)	09/30/2008	Valid	Vacant Area. No remediation activities or new wells on parcel	Continue annual inspections
F10A-02	ANNUAL INSPECTION / REPORTING TO USEPA / NYSDEC	On-site (drive-by)	09/30/2008	Valid	Vacant Area. No remediation activities or new wells on parcel	Continue annual inspections
F10A-03	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	On-site (drive-by)	09/30/2008	Valid	Vacant Area. No remediation activities or new wells on parcel	Continue annual inspections

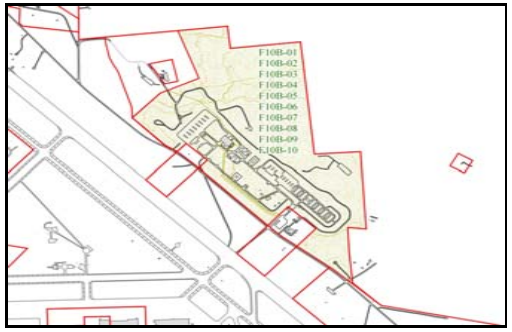
Parcel F10B
Deed Restriction Confirmation



Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
F10B-01	LANDFILL DEBRIS HANDLING AND TRANSPORT	On-site (drive-by)	09/30/2008	Valid	Vacant Area	Continue Annual Inspections.
F10B-02	LAND-USE RESTRICTION-INDUSTRIAL / COMMERCIAL / NON-RESIDENTIAL	On-site (drive-by)	09/30/2008	Valid	Vacant WSA, commercial activities.	Continue Annual Inspections.
F10B-03	LAND-USE RESTRICTION-INDUSTRIAL / COMMERCIAL / NON-RESIDENTIAL	On-site (drive-by)	09/30/2008	Valid	Vacant WSA, commercial activities.	Continue Annual Inspections.
F10B-04	MUNICIPAL WATER CONSUMPTION-INSPECTION	On-site (drive-by)	09/30/2008	Valid	Vacant WSA, commercial activities.	Continue Annual Inspections.
F10B-05	SPECIAL INTEREST AREA	On-site (drive-by)	09/30/2008	Valid	Vacant WSA, commercial activities.	Continue Annual Inspections.

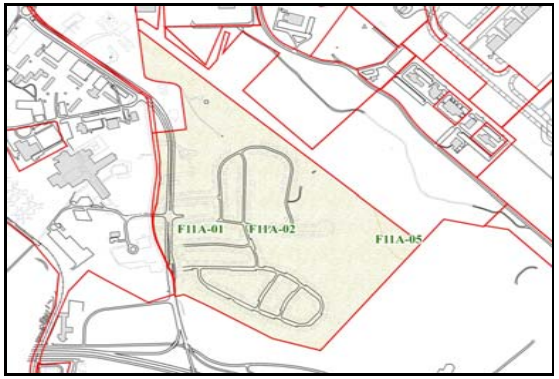
Parcel F10B
Deed Restriction Confirmation



Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
F10B-06	SPECIAL INTEREST AREA	On-site (drive-by)	09/30/2008	Valid	Vacant WSA, commercial activities.	Continue Annual Inspections.
F10B-07	WETLANDS	On-site (drive-by)	09/30/2008	Valid	Vacant WSA, commercial activities.	Continue Annual Inspections.
F10B-08	PROTECT CLOSURE / POST-CLOSURE ACTIVITIES	On-site (drive-by)	09/30/2008	Valid	Vacant WSA, commercial activities.	Continue Annual Inspections.
F10B-09	ANNUAL INSPECTION / REPORTING TO USEPA / NYSDEC	On-site (drive-by)	09/30/2008	Valid	Vacant WSA, commercial activities. No remediation activities or new wells on parcel.	Continue Annual Inspections.
F10B-10	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	On-site	09/30/2008	Valid	Vacant WSA, commercial activities. No remediation activities or new wells on parcel.	Continue Annual Inspections.

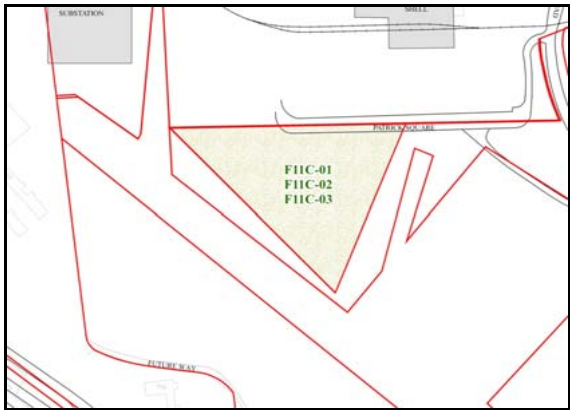
Parcel F11A
Deed Restriction Confirmation



Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
F11A-01	PROTECT CLOSURE / POST-CLOSURE ACTIVITIES	On-site (drive-by)	09/30/2008	valid	Vacant area. No remediation activities or new wells on parcel	Continue Annual Inspections.
F11A-02	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	On-site (drive-by)	09/30/2008	valid	Vacant area. No remediation activities or new wells on parcel	Continue Annual Inspections.
F11A-03	SPECIAL INTEREST AREA	On-site (drive-by)	09/30/2008	valid	Vacant area. No remediation activities or new wells on parcel	Continue Annual Inspections.

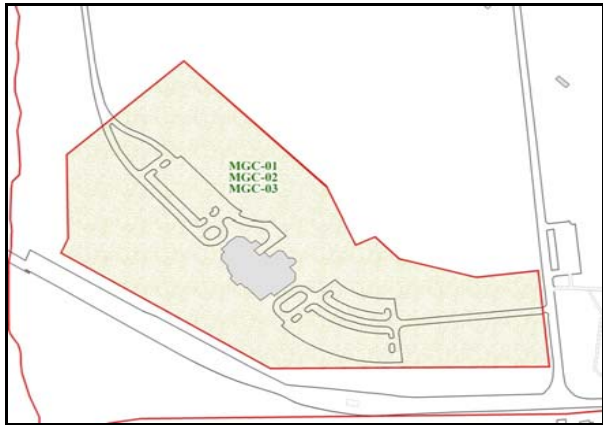
Parcel F11C
Deed Restriction Confirmation



Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
F11C-01	PROTECT CLOSURE / POST-CLOSURE ACTIVITIES	On-site (drive-by)	09/30/2008	Valid	Vacant area. No remediation activities or new wells on parcel	Continue annual inspection
F11C-02	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	On-site (drive-by)	09/30/2008	Valid	Vacant area. No remediation activities or new wells on parcel	Continue annual inspection
F11C-03	ANNUAL INSPECTION / REPORTING TO USEPA / NYSDEC	On-site (drive-by)	09/30/2008	Valid	Vacant area. No remediation activities or new wells on parcel	Continue annual inspection

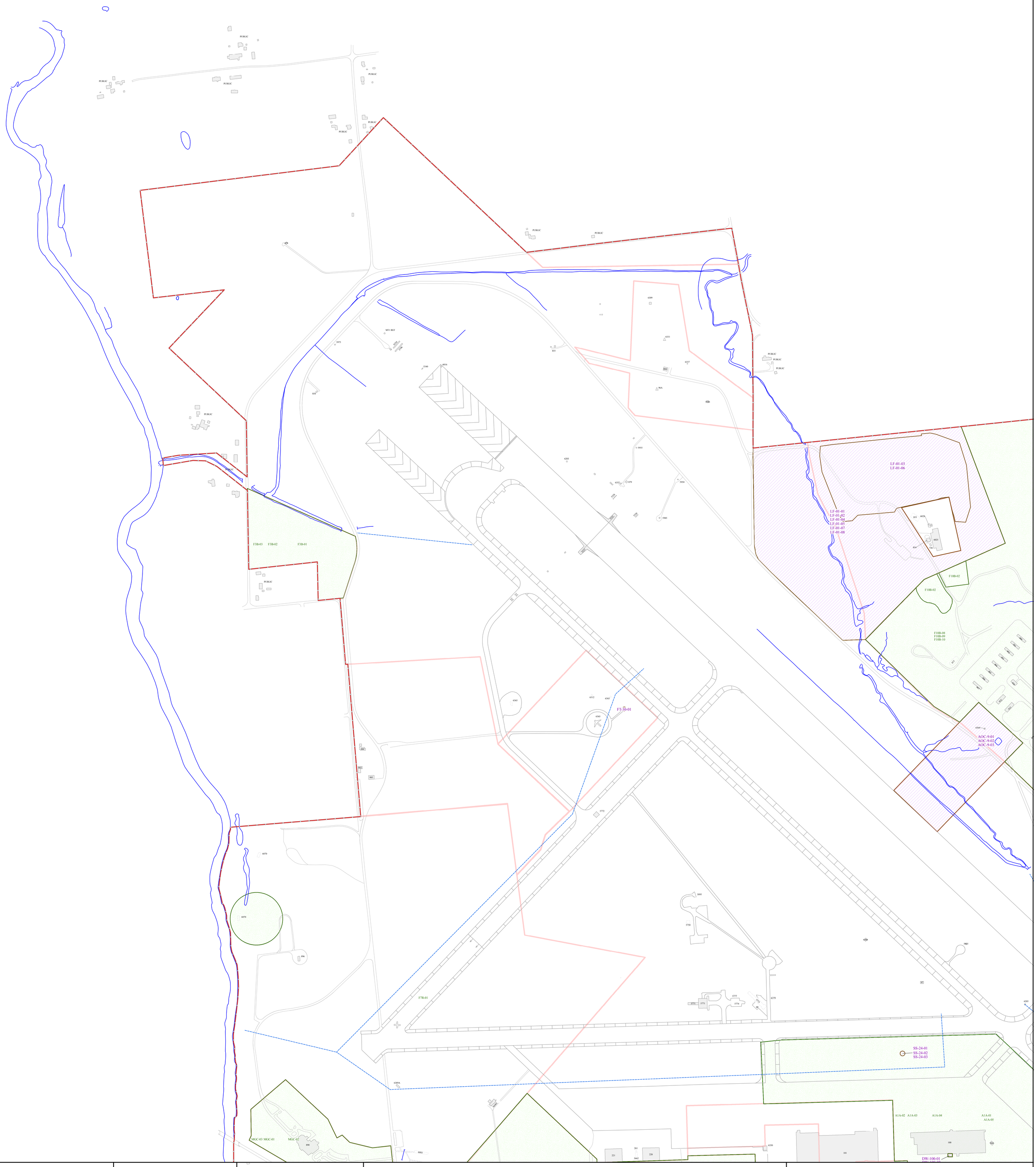
Parcel MGC
Deed Restriction Confirmation



Legend: Refer to "Key to Features" at beginning of Section.

LUC/IC ID	LUC/IC TYPE	METHOD	INSPECTION	CONFIRMATION	GENERAL SITE CONDITION	COMMENTS/RECOMMENDATIONS
MGC-01	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	On-site (drive-by)	09/30/2008	Valid	Commercial	Continue annual inspection
MGC-02	ADVERSE AQUIFER USE PROHIBITED	On-site (drive-by)	09/30/2008	Valid	Commercial	Continue annual inspection
MGC-03	GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	On-site (drive-by)	09/30/2008	Valid	Commercial	Continue annual inspection

Plates



City of Rome
Griffiss Air Force Base
Oneida County

Base Location

N

Map is projected in accordance with the
State Plane New York Central - 3102 (NAD 83, Feet)

Northwest Quad

Key to Features

- Base Boundary
- Culvert / Ditch
- Surface Water
- Existing Roads / Airfield
- Demolished Roads / Airfield
- Demolished Facilities
- Existing Facilities
- Land Use and Institutional Controls
- Deed Restrictions 2008
- Parcel Boundaries

FPM group

UNITED STATES AIR FORCE
FORMER GRIFFISS AIR FORCE BASE
ROME, NEW YORK

Plate 1
LUC/IC Inspection Report
Deed Restrictions and Land Use and Institutional Controls 2008
Griffiss Business and Technology Park
Northwest Quad

September 22, 2008

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SD-52B817-01
SD-52B817-02
SD-52B817-03

F10E-03

LF-03-03
LF-03-06

LF-03-01
LF-03-02
LF-03-04
LF-03-05
LF-03-07
LF-03-08

CONNEX

PUBLIC

PUBLIC

Base Location

City of Rome
Griffiss Air Force Base
Oneida County

N

Map is projected in accordance with the
State Plane New York Central - 3102 (NAD 83, Feet)

Northeast Quad

Key to Features

- Base Boundary
- Culvert / Ditch
- Surface Water
- Existing Roads / Airfield
- Demolished Roads / Airfield
- Demolished Facilities
- Existing Facilities
- Land Use and Institutional Controls
- Deed Restrictions 2008
- Parcel Boundaries

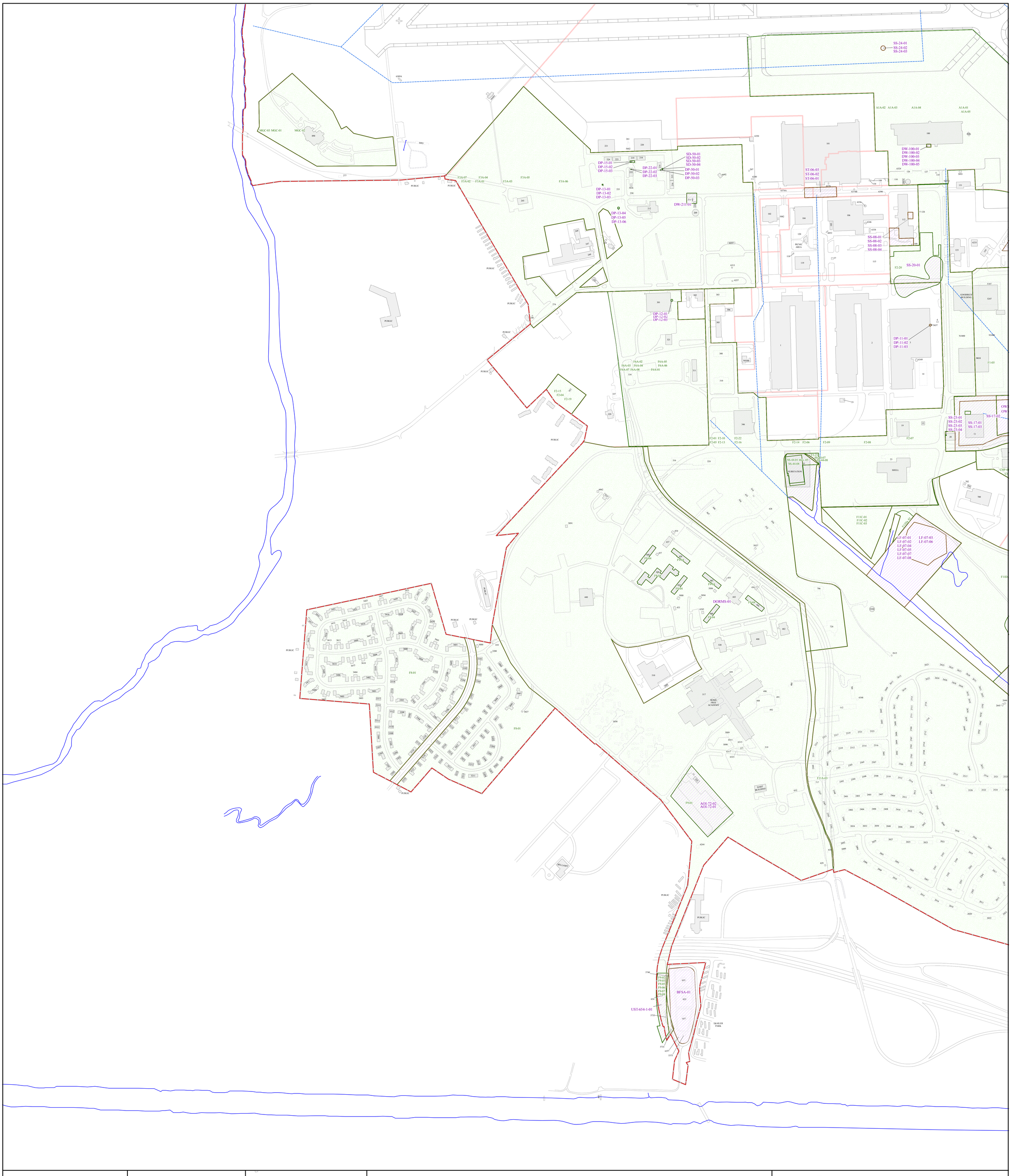
FPM group

UNITED STATES AIR FORCE
FORMER GRIFFISS AIR FORCE BASE
ROME, NEW YORK

Plate 2
LUC/IC Inspection Report
Deed Restrictions and Land Use and Institutional Controls 2008
Griffiss Business and Technology Park
Northeast Quad

September 22, 2008

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Base Location

Map is projected in accordance with the State Plane New York Central - 3102 (NAD 83, Feet)

Southwest Quad

Key to Features

- Base Boundary
- Culvert / Ditch
- Surface Water
- Existing Roads / Airfield
- Demolished Roads / Airfield
- Demolished Facilities
- Existing Facilities
- Land Use and Institutional Controls
- Deed Restrictions 2008
- Parcel Boundaries

FPM group

UNITED STATES AIR FORCE
FORMER GRIFFISS AIR FORCE BASE
ROME, NEW YORK

Plate 3
LUC/IC Inspection Report
Deed Restrictions and Land Use and Institutional Controls 2008
Griffiss Business and Technology Park
Southwest Quad

September 22, 2008

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ST-26-02
ST-26-03
B-43-01
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SS-25-03
SS-25-04
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AOI-66-05
AOI-66-06
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OTH-5246-05
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OTH-5246-03
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F4C-04
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F4B-04
CHP-04
CHP-05
CHP-06
CHP-07
CHP-08
CHP-09
CHP-02
TANK 1084
TANK 1085
PUBLIC

Base Location

City of Rome
Griffiss Air Force Base
Oneida County

N

Map is projected in accordance with the
State Plane New York Central - 3102 (NAD 83, Feet)

Southeast Quad

Key to Features

- Base Boundary
- Culvert / Ditch
- Surface Water
- Existing Roads / Airfield
- Demolished Roads / Airfield
- Demolished Facilities
- Existing Facilities
- Land Use and Institutional Controls
- Deed Restrictions 2008
- Parcel Boundaries

FPM group

UNITED STATES AIR FORCE
FORMER GRIFFISS AIR FORCE BASE
ROME, NEW YORK

Plate 4
LUC/IC Inspection Report
Deed Restrictions and Land Use and Institutional Controls 2008
Griffiss Business and Technology Park
Southeast Quad

September 22, 2008

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Appendix A
2008 LUC/IC Confirmation Letters

LUC/IC Confirmation Form

FPM Group Ltd.
153 Brooks Rd.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Daniel Baldyga

RE: Building 100 (Generator) LUC/ICs include:

- Subsurface soil relocation restriction
- Land-use restriction-industrial/commercial/non-residential
- Adverse aquifer use prohibited
- Groundwater consumption-prior approval
- Soil/groundwater intrusive work-prior approval

✓ I confirm that the above-referenced LUC/ICs are in practice.

_____ I cannot confirm that the above-referenced LUC/ICs are in practice. Please describe below:

_____

_____

_____

Name: W. Vernon Gray III

Title: Commissioner, Department of Aviation

Company: Oneida County

Signature: W. Vernon Gray III Date: 11/21/08

LUC/IC Confirmation Form

FPM Group Ltd.
153 Brooks Rd.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Daniel Baldyga

RE: SS-24 (Fire Demonstration Area) LUC/ICs include:

- Land-use restriction-protect remedial operations
- Groundwater well installation restriction
- Groundwater consumption-prior approval

✓ I confirm that the above-referenced LUC/ICs are in practice.

_____ I cannot confirm that the above-referenced LUC/ICs are in practice. Please describe below:

_____

_____

_____

Name: W. Vernon Gray III

Title: Commissioner, Department of Aviation

Company: Oneida County

Signature: W. Vernon Gray III Date: 11/21/08

LUC/IC Confirmation Form

FPM Group Ltd.
153 Brooks Rd.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Daniel Baldyga

RE: FT-30 (FPTA) LUC/ICs include:

- Soil/groundwater intrusive work-prior approval

✓ I confirm that the above-referenced LUC/ICs are in practice.

_____ I cannot confirm that the above-referenced LUC/ICs are in practice. Please describe below:

_____

_____

_____

Name: W. Vernon Gray III

Title: Commissioner, Department of Aviation

Company: Oneida County

Signature: W. Vernon Gray III Date: 11/21/08

LUC/IC Confirmation Form

FPM Group Ltd.
153 Brooks Rd.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Daniel Baldyga

RE: WSA AOC-9 LUC/ICs include:

- Groundwater well installation restriction
- Land-use restriction-protect remedial operations
- Soil/groundwater intrusive work-prior approval

✓ I confirm that the above-referenced LUC/ICs are in practice.

_____ I cannot confirm that the above-referenced LUC/ICs are in practice. Please describe below:

_____

_____

_____

Name: W. Vernon Gray III

Title: Commissioner, Department of Aviation

Company: Oneida County

Signature: W. Vernon Gray III Date: 11/21/08

LUC/IC Confirmation Form

FPM Group Ltd.
153 Brooks Rd.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Daniel Baldyga

RE: WSA Building 817 area LUC/ICs include:

- Groundwater well installation restriction
- Land-use restriction-protect remedial operations
- Soil/groundwater intrusive work-prior approval

✓ I confirm that the above-referenced LUC/ICs are in practice.

_____ I cannot confirm that the above-referenced LUC/ICs are in practice. Please describe below:

_____

_____

_____

Name: W. Vernon Gray III

Title: Commissioner, Department of Aviation

Company: Oneida County

Signature: W. Vernon Gray III Date: 11/21/08

LUC/IC Confirmation Form

FPM Group Ltd.
153 Brooks Rd.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Daniel Baldyga

RE: Apron 1 (including Hydrant E8 and Nosedocks 1 and 2 areas) LUC/ICs include:

- Groundwater well installation restriction
- Land-use restriction-protect remedial operations
- Soil/groundwater intrusive work-prior approval
- Soil intrusive work-prior approval

✓ I confirm that the above-referenced LUC/ICs are in practice.

_____ I cannot confirm that the above-referenced LUC/ICs are in practice. Please describe below:

_____

_____

_____

Name: W. Vernon Gray III

Title: Commissioner, Department of Aviation

Company: Oneida County

Signature: W. Vernon Gray III Date: 11/21/08

LUC/IC Confirmation Form

FPM Group Ltd.
153 Brooks Rd.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Daniel Baldyga

RE: Apron 2 LUC/ICs include:

- Groundwater well installation restriction
- Groundwater consumption-prior approval
- Adverse aquifer use prohibited
- Land-use restriction-protect remedial operations
- Soil/groundwater intrusive work-prior approval

✓ I confirm that the above-referenced LUC/ICs are in practice.

_____ I cannot confirm that the above-referenced LUC/ICs are in practice. Please describe below:

_____

_____

_____

Name: W. Vernon Gray III

Title: Commissioner, Department of Aviation

Company: Oneida County

Signature: W. Vernon Gray III Date: 11/21/08

LUC/IC Confirmation Form

FPM Group Ltd.
153 Brooks Rd.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Daniel Baldyga

RE: Building 786 LUC/ICs include:

- Soil/groundwater intrusive work-prior approval

✓ I confirm that the above-referenced LUC/ICs are in practice.

_____ I cannot confirm that the above-referenced LUC/ICs are in practice. Please describe below:

_____

_____

_____

Name: W. Vernon Gray III

Title: Commissioner, Department of Aviation

Company: Oneida County

Signature: W. Vernon Gray III Date: 11/21/08

LUC/IC Confirmation Form

FPM Group Ltd.
153 Brooks Rd.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Daniel Baldyga

RE: Building 7001 LUC/ICs include:

- Soil/groundwater intrusive work-prior approval

✓ I confirm that the above-referenced LUC/ICs are in practice.

_____ I cannot confirm that the above-referenced LUC/ICs are in practice. Please describe below:

_____

_____

_____

Name: W. Vernon Gray III

Title: Commissioner, Department of Aviation

Company: Oneida County

Signature: W. Vernon Gray III Date: 11/21/08

LUC/IC Confirmation Form

FPM Group Ltd.
153 Brooks Rd.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Daniel Baldyga

RE: SS-17 (Lot 69) LUC/ICs include:

- Soil/groundwater intrusive work-prior approval (OWS-015-3-01/02)
- Land-use restriction-industrial/commercial/non-residential (SS-17-02)
- Land-use restriction-protect remedial operations (SS-17-03)
- Groundwater consumption-prior approval (SS-17-01)

✓ I confirm that the above-referenced LUC/ICs are in practice.

_____ I cannot confirm that the above-referenced LUC/ICs are in practice. Please describe below:

_____

_____

_____

Name: Andy Thompson

Title: Operations Manager

Company: Birnie Bus Service

Signature: _____ Date: 10/1/08

LUC/IC Confirmation Form

FPM Group Ltd.
153 Brooks Rd.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Daniel Baldyga

RE: SS-33 (Proposed Coal Storage Yard) LUC/ICs include:

- Land-use restriction-industrial/commercial/non-residential (SS-33-01)
- Adverse aquifer use prohibited (SS-33-02)
- Groundwater consumption-prior approval (SS-33-03)
- Subsurface soil relocation restriction (SS-33-04)

✓ I confirm that the above-referenced LUC/ICs are in practice.

_____ I cannot confirm that the above-referenced LUC/ICs are in practice. Please describe below:

_____

_____

_____

Name: Andy Thompson

Title: Operations Manager

Company: Birnie Bus Service

Signature: _____ Date: 10/1/08

LUC/IC Confirmation Form

FPM Group Ltd.
153 Brooks Rd.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Daniel Baldyga

RE: SS-60 (Buildings 35 and 36 Hazardous Waste Storage Area) LUC/ICs include:

- Land-use restriction-industrial/commercial/non-residential (SS-60-03)
- Adverse aquifer use prohibited (SS-60-02)
- Groundwater consumption-prior approval (SS-60-01)
- Subsurface soil relocation restriction (SS-60-04)

✓ I confirm that the above-referenced LUC/ICs are in practice.

_____ I cannot confirm that the above-referenced LUC/ICs are in practice. Please describe below:

_____

_____

_____

Name: Andy Thompson

Title: Operations Manager

Company: Birnie Bus Service

Signature: _____ Date: 10/1/08

LUC/IC Confirmation Form

FPM Group Ltd.
153 Brooks Rd.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Daniel Baldyga

RE: AOI-66 LUC/ICs include:

- Subsurface soil relocation restriction (AOI-66-02 & AOI-66-03)

✓ I confirm that the above-referenced LUC/ICs are in practice.

_____ I cannot confirm that the above-referenced LUC/ICs are in practice. Please describe below:

_____

_____

_____

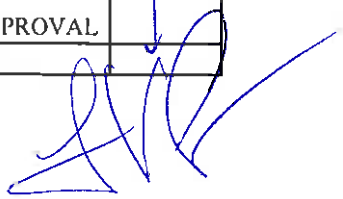
Name: Andy Thompson

Title: Operations Manager

Company: Birnie Bus Service

Signature: _____ Date: 10/1/08

LUC_ID	SITE_NAME	LUC_TYPE	Confirm
AOI-66-02	AOI-66	SUBSURFACE SOIL RELOCATION RESTRICTION	10-24-08
AOI-66-04	AOI-66	LAND-USE RESTRICTION- INDUSTRIAL / COMMERCIAL / NON-RESIDENTIAL	
AOI-66-05	AOI-66	ADVERSE AQUIFER USE PROHIBITED	
AOI-66-06	AOI-66	GROUNDWATER CONSUMPTION- PRIOR APPROVAL	
SS-08-01	BLDG 112 - PCB SPILLS, USTS, AND LAB DRYWELL	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	
SS-08-02	BLDG 112 - PCB SPILLS, USTS, AND LAB DRYWELL	ADVERSE AQUIFER USE PROHIBITED	
SS-08-03	BLDG 112 - PCB SPILLS, USTS, AND LAB DRYWELL	LAND-USE RESTRICTION-INDUSTRIAL / COMMERCIAL / NON-RESIDENTIAL	
SS-08-04	BLDG 112 - PCB SPILLS, USTS, AND LAB DRYWELL	SUBSURFACE SOIL RELOCATION RESTRICTION	
ST-53-01	BLDG 133 - UNDERGROUND VAULT	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	
SS-23-01	BLDG 20 - LOCOMOTIVE STORAGE FACILITY	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	
SS-23-02	BLDG 20 - LOCOMOTIVE STORAGE FACILITY	LAND-USE RESTRICTION-INDUSTRIAL / COMMERCIAL / NON-RESIDENTIAL	
SS-23-03	BLDG 20 - LOCOMOTIVE STORAGE FACILITY	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	
SS-23-04	BLDG 20 - LOCOMOTIVE STORAGE FACILITY	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	
DP-13-01	BLDG 255 DRYWELLS	LAND-USE RESTRICTION-INDUSTRIAL / COMMERCIAL / NON-RESIDENTIAL	
DP-13-02	BLDG 255 DRYWELLS	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	
DP-13-03	BLDG 255 DRYWELLS	ADVERSE AQUIFER USE PROHIBITED	



Signature:

LUC_ID	SITE_NAME	LUC_TYPE	Confirm
DP-13-04	BLDG 255 DRYWELLS	LAND-USE RESTRICTION-INDUSTRIAL / COMMERCIAL / NON-RESIDENTIAL	10-24-08
DP-13-05	BLDG 255 DRYWELLS	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	
DP-13-06	BLDG 255 DRYWELLS	ADVERSE AQUIFER USE PROHIBITED	
DP-12-01	BLDG 301 - FORMER ENTOMOLOGY SHOP DRYWELL	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	
DP-12-02	BLDG 301 - FORMER ENTOMOLOGY SHOP DRYWELL	ADVERSE AQUIFER USE PROHIBITED	
DP-12-03	BLDG 301 - FORMER ENTOMOLOGY SHOP DRYWELL	LAND-USE RESTRICTION-COMMERCIAL / ADMINISTRATIVE / NON-RESIDENTIAL	
B-43-01	BLDG 43 - REFUELING STATION	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	
ST-26-01	BLDG 43 - REFUELING STATION	LAND-USE RESTRICTION-INDUSTRIAL / COMMERCIAL / NON-RESIDENTIAL	
ST-26-02	BLDG 43 - REFUELING STATION	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	
ST-26-03	BLDG 43 - REFUELING STATION	ADVERSE AQUIFER USE PROHIBITED	
SS-38-01	BLDG 775 - PUMPHOUSE 3, TCE CONTAMINATION	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	
SS-38-02	BLDG 775 - PUMPHOUSE 3, TCE CONTAMINATION	ADVERSE AQUIFER USE PROHIBITED	
SS-38-03	BLDG 775 - PUMPHOUSE 3, TCE CONTAMINATION	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	
SS-54-01	BLDG 781 - PUMPHOUSE 1	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	
UST-654-1-01	BULK FUEL STORAGE AREA - BARGE CANAL	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	

Signature:

LUC_ID	SITE_NAME	LUC_TYPE	Confirm
DORMS-01	DORMS	MOLD INSPECTION CERTIFICATION	10-25-08
BFSA-01	PARCEL F14 BFSA	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	
SS-33-01	PROPOSED COAL STORAGE YARD	LAND-USE RESTRICTION-INDUSTRIAL / COMMERCIAL / NON-RESIDENTIAL	
SS-33-02	PROPOSED COAL STORAGE YARD	ADVERSE AQUIFER USE PROHIBITED	
SS-33-03	PROPOSED COAL STORAGE YARD	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	
SS-33-04	PROPOSED COAL STORAGE YARD	SUBSURFACE SOIL RELOCATION RESTRICTION	
SD-52B817-01	SD-52 WSA	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	
SD-52B817-02	SD-52 WSA	GROUNDWATER WELL INSTALLATION RESTRICTION	
SD-52B817-03	SD-52 WSA	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	
SS-25-01	T-9 STORAGE AREA	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	
SS-25-02	T-9 STORAGE AREA	ADVERSE AQUIFER USE PROHIBITED	
SS-25-03	T-9 STORAGE AREA	LAND-USE RESTRICTION-INDUSTRIAL / COMMERCIAL / NON-RESIDENTIAL	
SS-25-04	T-9 STORAGE AREA	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	
SS-20-01	TANK FARM 1, 3	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	
AOC-9-01	WSA LANDFILLS	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	
AOC-9-02	WSA LANDFILLS	GROUNDWATER WELL INSTALLATION RESTRICTION	
AOC-9-03	WSA LANDFILLS	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	

Signature:

LUC/IC Confirmation Form

FPM Group Ltd.
153 Brooks Rd.
Rome, NY 13441
315-336-7721 - phone
315-336-7722 - fax

Attn: Daniel Baldyga

RE: Electrical Power Substation (SS-44) LUC/ICs include:

- Subsurface soil relocation restriction (SS-44-08)
- Land-use restriction-electrical power substation (SS-44-05)
- Groundwater consumption-prior approval (SS-44-01)
- Groundwater intrusive work – prior approval (SS-44-02)
- Land-use restriction – protect remedial operations (SS-44-03)
- Land-use restriction – industrial, commercial, non-residential (SS-44-04)

✓ I confirm that the above-referenced LUC/ICs are in practice.

_____ I cannot confirm that the above-referenced LUC/ICs are in practice. Please describe below:

_____

_____

_____

Name: Mr. Daniel Sanders

Company: Griffiss Utility Services Corporation

Signature: _____ Date: 9-30-08

LUC/IC Confirmation Form

FPM Group Ltd.
153 Brooks Rd.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Daniel Baldyga

RE: AOI 66 LUC/ICs include:

- Subsurface soil relocation restriction (AOI-66-01)
- Land-use restriction-industrial/commercial/non-residential (AOI-66-07)
- Adverse aquifer use prohibited (AOI-66-08)
- Groundwater consumption-prior approval (AOI-66-09)

✓ I confirm that the above-referenced LUC/ICs are in practice.

_____ I cannot confirm that the above-referenced LUC/ICs are in practice. Please describe below:

_____

_____

_____

Name: Mr. Daniel Sanders

Company: Griffiss Utility Services Corporation

Signature: _____ Date: 9-30-08

LUC/IC Confirmation Form

FPM Group Ltd.
153 Brooks Rd.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Daniel Baldyga

RE: SS-33 (Proposed Coal Storage Yard) LUC/ICs include:

- Subsurface soil relocation restriction (SS-33-04)
- Land-use restriction-industrial/commercial/non-residential (SS-33-01)
- Adverse aquifer use prohibited (SS-33-02)
- Groundwater consumption-prior approval (SS-33-03)

✓ I confirm that the above-referenced LUC/ICs are in practice.

_____ I cannot confirm that the above-referenced LUC/ICs are in practice. Please describe below:

_____

_____

_____

Name: Mr. Daniel Sanders

Company: Griffiss Utility Services Corporation

Signature: _____ Date: 9-30-08

LUC/IC Confirmation Form

FPM Group Ltd.
153 Brooks Rd.
Rome, NY 13441
315-336-7721 - phone
315-336-7722 - fax

Attn: Daniel Baldyga

RE: SD-50 (Building 214) LUC/ICs include:

- Land-use restriction-industrial/commercial/non-residential (DP-50-01 & SD-50-01)
- Adverse aquifer use prohibited (DP-50-03 & SD-50-02)
- Groundwater consumption-prior approval (DP-50-02 & SD-50-03)
- Soil/Groundwater intrusive work – prior approval (SD-50-04)

✓ I confirm that the above-referenced LUC/ICs are in practice.

_____ I cannot confirm that the above-referenced LUC/ICs are in practice. Please describe below:

_____

_____

_____

Name: Robert Angelicola

Title: President

Company: Roberts Office Interiors

Signature: _____ Date: 10/2/08

LUC/IC Confirmation Form

FPM Group Ltd.
153 Brooks Rd.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Daniel Baldyga

RE: DP-22 (Building 222) LUC/ICs include:

- Land-use restriction-industrial/commercial/non-residential (DP-22-01)
- Adverse aquifer use prohibited (DP-22-01)
- Groundwater consumption-prior approval (DP-22-01)

✓ I confirm that the above-referenced LUC/ICs are in practice.

_____ I cannot confirm that the above-referenced LUC/ICs are in practice. Please describe below:

_____

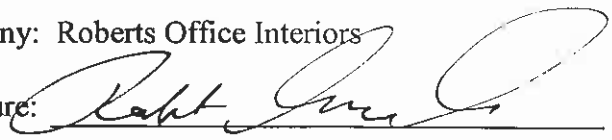
_____

_____

Name: Robert Angelicola

Title: President

Company: Roberts Office Interiors

Signature:  Date: 10/2/08

LUC/IC Confirmation Form

FPM Group Ltd.
153 Brooks Rd.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Daniel Baldyga

RE: DP-15 (Building 219) LUC/ICs include:

- Land-use restriction-industrial/commercial/non-residential (DP-15-01)
- Adverse aquifer use prohibited (DP-15-02)
- Groundwater consumption-prior approval (DP-15-03)

✓ I confirm that the above-referenced LUC/ICs are in practice.

_____ I cannot confirm that the above-referenced LUC/ICs are in practice. Please describe below:

_____

_____

_____

Name: Robert Angelicola

Title: President

Company: Roberts Office Interiors

Signature: Robert Angelicola Date: 10/2/08

LUC/IC Confirmation Form

FPM Group Ltd.
153 Brooks Rd.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Daniel Baldyga

RE: DP-11 (Building 3 Drywell) LUC/ICs include:

- Land-use restriction-industrial/commercial/non-residential (DP-11-03)
- Adverse aquifer use prohibited (DP-11-02)
- Groundwater consumption-prior approval (DP-11-01)

X I confirm that the above-referenced LUC/ICs are in practice.

_____ I cannot confirm that the above-referenced LUC/ICs are in practice. Please describe below:

_____

_____

_____

Name: Frederick Conover

Title: Environmental & Occupational Health Manager

Company: Air Force Research Laboratory

Signature: _____ Date: 10/2/08

LUC/IC Confirmation Form

FPM Group Ltd.
153 Brooks Rd.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Daniel Baldyga

RE: SS-20 (Tank Farms 1 and 3) LUC/ICs include:

- Soil/groundwater intrusive work-prior approval (SS-20-01)

X I confirm that the above-referenced LUC/ICs are in practice.

_____ I cannot confirm that the above-referenced LUC/ICs are in practice. Please describe below:

_____

_____

_____

Name: Frederick Conover

Title: Environmental & Occupational Health Manager

Company: Air Force Research Laboratory

Signature: _____ Date: 10/2/08

Appendix B
Parcel Deeds – Environmental Covenants

Parcel A1A

NOTICE

BREACH OF ANY ENVIRONMENTAL USE RESTRICTIVE COVENANT IN SECTION VII.B. MAY AFFECT THE FOREGOING WARRANTY

B. Environmental Use Restrictive Covenants

1. The following environmental use restrictive covenants in this section are being created to protect human health and the environment against (a) residual contaminant(s) as a component of the remedial action taken in Section A.2. above:

(a) The Grantee covenants to use Area A1A-1 of the Property, identified on **Exhibit E-2**, for only industrial/ commercial/ non-residential purposes;

(b) The Grantee covenants not to extract, utilize, consume or permit any extraction, use, consumption, of any water from the aquifer below the surface of the ground within the Area A1A-1 boundary (**Exhibit E-2**) unless the groundwater has been tested and found to meet all applicable standards and the Grantee first obtains the prior written approval from the Oneida County Department of Health. The Grantee further covenants to ensure that the aquifer will not be used in any way that could spread or exacerbate environmental contamination or open exposure pathways to humans or the environment. The Grantee covenants to comply with all applicable Federal and State laws and regulations with regard to activities affecting the groundwater in the aquifer. The Grantee will bear all costs associated with obtaining use of such water, including the costs of studies, analysis or remediation, without any cost whatsoever to the Grantor.

(c) The Grantee also covenants not to conduct any type of excavation, digging, drilling, utilization, of groundwater, or other ground–disturbing activities at open petroleum spill sites, identified on **Exhibits E-1 and E-2** as Underground Storage Tank (UST)-0100-01, USTs –0110-01, -02, -03 and -04, UST-0131-02, Aboveground Storage Tank (AST) –0152-01 and –02, UST 5773-01 and –02, and Oil /Water Separator (OWS)–5773, without prior, written Air Force approval and Air Force coordination with applicable federal and state regulatory agencies.

C. Release of Environmental Use Restrictive Covenants

1. The Grantee may request from the United States a modification or release of one or more of the environmental use restrictive covenant(s) in whole or in part in this section, subject to the notification and concurrence or approval of the NYSDEC and USEPA Region 2. In the event the request of the Grantee for modification or release is approved by the United States, NYSDEC, and USEPA Region 2, the United States agrees to modify or release the covenant (the "Covenant Release") giving rise to such environmental use restriction in whole or in part. The Grantee understands and agrees that all costs associated with the Covenant Release shall be the sole responsibility of the Grantee, without any cost whatsoever to the United States. The United States shall

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deliver to the Grantee in recordable form the Covenant Release. The execution of the Covenant Release by the United States shall modify or release the environmental use restrictive covenant with respect to the Property in the Covenant Release.

2. In the event that the environmental use restrictive covenants contained in this section are no longer necessary, the United States will record any appropriate document modifying or removing such use restrictions, as appropriate.

3. It is the intent of the Grantor and the Grantee that the Environmental Use Restrictive Covenant in this section shall bind the Grantee and shall run with the land. It is also the intent of the Grantor and the Grantee that the Grantor retains the right to enforce in State or Federal court any restrictive covenant in this section through the chain of title, in addition to any State law that requires the State to enforce any restrictive covenant in this section. The Grantee covenants to insert all of this section in any deed to the Property that it delivers.

VIII. AIRPORT COVENANTS AND OBLIGATIONS

A. Airport Obligations. By the acceptance of this Deed, the Grantee agrees that the transfer of all the Property is accepted subject to the following terms and covenants set forth in subparagraphs 1 through 21 inclusive, of this paragraph, which shall run with the land, provided that the Property may be successively transferred only with the proviso that, unless otherwise approved by the FAA or its successor in function, any subsequent Grantee assumes all of the obligations upon the Grantee by this Section VIII.

1. The Grantee covenants that, except as provided in subparagraph 3 , the entire landing area, as defined in 49 U.S.C.§ 40102(28) and applicable Federal Aviation Regulations, the Property shall be maintained for the use and benefit of the public at all times in safe and serviceable condition, to assure its efficient operation and use, provided, however, that such maintenance shall be required for structures, improvements, and equipment on the Property only during their useful life, as determined by the FAA. In the event materials are required to rehabilitate or repair certain of the structures, improvements, facilities or equipment on the Property, they may be procured by demolition of other structures, improvements, facilities or equipment on the Property that have outlived their use as airport property in the opinion of the Administrator. **Nothing in this Deed shall be interpreted as providing the general public with a right of access to either the so-called "secured portions" of the Property or other portions of the Property under lease, license, easement, or other occupancy agreement with third parties.**

2. The Grantee covenants that no part of the Property shall be used, leased, sold, salvaged, or disposed of, for other than the public airport purposes without the written consent of the Administrator, which consent shall be granted only if the FAA determines that the Property can be leased, sold, salvaged, or disposed of for other than public airport purposes without materially and adversely affecting the development, improvement, operation, or maintenance of the Airport, pursuant to 49 U.S.C. §§ 47151-47153. In the event, however, that the Property or any part of it is no longer used

Parcel CHP

VII. COVENANTS

A. Asbestos-Containing Materials ("ACM"). The Grantee is warned that the Property may be improved with buildings, facilities, and equipment that may contain ACM. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with all applicable Federal, State, and local laws relating to asbestos. The Grantee acknowledges that the Grantor assumes no liability for damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

1. The asbestos survey disclosure data from the 1994 Environmental Baseline Survey (EBS) identified possible ACM in Building 30. Twelve-inch ceiling tiles at Building 30 were sampled in 1991 and tested negative for the presence of ACM.

B. Ordnance Related Material Notification. The Archives Search Report-Recommendations and Findings, November 1997, of the United States Army Corps of Engineers reports that, while unlikely, it is possible that unexploded ordnance or related materials may be present on the Property. The GRANTEE covenants and agrees on behalf of it, its successors and assigns and every successor in interest to the Property or any part hereof, that unexploded ordnance or related materials which may be present on the Property may require investigation by the GRANTEE prior to disturbing the soil on this Property, upon discovery of any suspected ordnance or related material, the GRANTEE shall notify New York State Department of Environmental Conservation (NYSDEC) and the GRANTOR

C. Non-Discrimination. The Grantee covenants not to discriminate upon the basis of race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion if the Property is on premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property.

D. Environmental Covenants.

1. The GRANTEE covenants to restrict the use of the Property to industrial and commercial non-residential activities unless it obtains written permission to do so from EPA, NYSDEC, and New York State Department of Health (NYSDOH).

2. The GRANTEE shall include the restrictions of this Deed in any future deed(s), leases, licenses or other contracts involving the use of the Property. If there is any violation of the restrictions, it shall be lawful for the GRANTOR and other

CHP

appropriate parties to prosecute any proceedings at law or in equity against such violator(s), either to prevent any violation of this restriction, or to recover damages for such violation, or both. The failure of the GRANTOR to enforce this restriction shall in no event be deemed a waiver of the right of the GRANTOR to do so thereafter as to the same violation, or as to one occurring prior or subsequent thereto.

3. The GRANTEE covenants not to extract, utilize, consume or permit to be extracted, any water from the aquifer below the surfaces of the land on the Property unless such groundwater has been tested and found to meet all applicable standards, and unless the Grantee or occupant obtains the prior written approval from NYSDOH. The GRANTEE will ensure that the aquifer will be managed to preclude the spread or exacerbation of environmental contamination or open exposure pathways to humans or the environment. The costs associated with obtaining use of such water, including the costs of studies, analysis or remediation, shall be the sole responsibility of the GRANTEE. Until all conditions of this section 3 are satisfied, no groundwater from the Property may be used. The GRANTEE, its successors and assignees will be required to comply with all applicable Federal and State laws and regulations with regard to activities affecting the groundwater in the aquifer.

4. The GRANTEE covenants that it will not engage in any activities that will disrupt required remedial investigation, response actions or oversight activities, should any be required on the Property. The GRANTOR agrees to coordinate its remediation activities with the GRANTEE so as not to unreasonably disrupt use of the Property by the GRANTEE.

5. Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9620(h)(3), the following is notice of hazardous substances on the Property: The GRANTOR has made a complete search of its files and records. Exhibit C contains a table with the name of hazardous substances stored for one year or more, or known to have been released or disposed of, on the Property: the quantity in kilograms and pounds of the hazardous substance stored for one year or more, or know to have been released, or disposed of, so, on the Property; and the date(s) that such storage, release, or disposal took place.

6. The United States covenants and warrants that all remedial action necessary to protect human health and the environment with respect to hazardous substances remaining on the Property has been taken before the date of this Deed, and any additional remedial action found to be necessary after the date of this Deed for contamination on the Property existing prior to the date of this Deed shall be conducted by the United States. The foregoing covenant shall not apply in any case in which the grantee of the Property, or any part thereof, is a potentially responsible party with respect to the Property before the date on which any grantee acquired an interest in the Property, or is a potentially responsible party as a result of an act or omission affecting the Property.

7. The GRANTEE covenants and agrees that it will not spread or exacerbate environmental contamination or open exposure pathways to humans or the

CHP

environment, and that it will not disrupt environmental investigations and remedial activities, or jeopardize the protectiveness of those remedies, such as:

i) surface application of water in the area of an IRP site that could impact the migration of contaminated ground water;

ii) subsurface drilling or use of ground water in the area of an IRP site unless the GRANTOR determines that there will be no adverse impacts on the IRP remediation process;

iii) construction that would interfere with, negatively impact, or restrict GRANTOR's rights of access for purposes of the IRP remediation process.

E. Hazards to Air Navigation. Prior to commencing any construction on, or alteration of, the Property, the Grantee covenants to comply with 14 C.F.R. Part 77 entitled "Objects Affecting Navigable Air Space," or under the authority of the Federal Aviation Act of 1958, as amended.

VIII. MISCELLANEOUS

The covenants contained in this Deed shall run with the land and inure to the benefit of the assigns of the GRANTOR and shall be binding upon the successors and assigns of the GRANTEE.

IX. LIST OF EXHIBITS

The following Exhibits are attached to and made a part of this Deed:

A. Exhibit A - Property Description
B. Exhibit B - Parcel Map
C. Exhibit C - Hazardous Substance Notice

Parcel F1

C. Non-Discrimination. The Grantee covenants not to discriminate upon the basis of race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion if the Property is on premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property.

D. Environmental Covenants.

1. The GRANTEE covenants to restrict the use of the Property to industrial and commercial non-residential activities unless it obtains written permission to do so from United States Environmental Protection Agency (USEPA), New York State Department of Environmental Conservation (NYSDEC), and New York State Department of Health (NYSDOH).

2. The GRANTEE shall include the restrictions of this Deed in any future deed(s), leases, licenses or other contracts involving the use of the Property. If there is any violation of the restrictions, it shall be lawful for the GRANTOR and other appropriate parties to prosecute any proceedings at law or in equity against such violator(s), either to prevent any violation of this restriction, or to recover damages for such violation, or both. The failure of the GRANTOR to enforce this restriction shall in no event be deemed a waiver of the right of the GRANTOR to do so thereafter as to the same violation, or as to one occurring prior or subsequent thereto.

3. The GRANTEE covenants not to extract, utilize, consume or permit to be extracted, any water from the aquifer below the surfaces of the land on the Property unless such groundwater has been tested and found to meet all applicable standards, and unless the Grantee or occupant obtains the prior written approval from NYSDOH. The GRANTEE will ensure that the aquifer will be managed to preclude the spread or exacerbation of environmental contamination or open exposure pathways to humans or the environment. The costs associated with obtaining use of such water, including the costs of studies, analysis or remediation, shall be the sole responsibility of the GRANTEE. Until all conditions of this section 3 are satisfied, no groundwater from the Property may be used.

4. The GRANTEE covenants that it will not engage in any activities that will disrupt required remedial investigation, response actions or oversight activities, should any be required on the Property. The GRANTOR agrees to coordinate its remediation activities with the GRANTEE so as not to unreasonably disrupt use of the Property by the GRANTEE.

5. The GRANTEE covenants that it shall not have access to the soils under the floor in the area identified as SS-23 on Exhibit B, until the cleanup actions have been executed by the Air Force to the satisfaction of the Base Realignment and Closure Cleanup Team (BCT).

6. The GRANTEE covenants not to relocate soils during any construction activities in the area identified as SS-33, which includes a portion of Rainbow Creek, on Exhibit B. Soil below the clean fill must remain on site, stay covered while stockpiled, and be covered by a minimum of twelve (12) inches of clean fill.

7. The GRANTEE covenants that it shall not have access to surface or subsurface soils at SS-25 on Exhibit B until cleanup actions have been executed by the Air Force to the satisfaction of the BCT; and that it shall not have access to subsurface soils at OWS-011, and POL 5685-2 until cleanup actions are executed by the Air Force to the satisfaction of NYSDEC, Region 6.

8. The GRANTEE covenants that it shall not have access to subsurface soils in the areas identified as ST-37 and OWS-011 on Exhibit B until the BCT identifies appropriate cleanup requirements, and cleanup actions have been executed by the Air Force to the satisfaction of the BCT. The GRANTEE covenants not to conduct construction activities in the groundwater area noted on Exhibit B until the remedial action has been completed and USEPA and NYSDEC concurrence obtained.

9. The GRANTEE covenants that it shall not have access to the subsurface soils in the area identified as ST-26 on Exhibit B, until the cleanup actions have been executed by the Air Force to the satisfaction of the Base Realignment and Closure Cleanup Team (BCT).

10. The GRANTOR hereby covenants to the GRANTEE that all remedial action necessary to protect human health and the environment with respect to any hazardous substances remaining on the Property has been taken before the date of this Deed, except with respect to Areas of Concern Sites SS-17, SS-23, SS-25, SS-33, SD-52 and AOI 16 identified on Exhibit B. Any additional remedial action found to be necessary after the date of this Deed for contamination on the Property existing prior to the date of this Deed shall be taken by the GRANTOR. The foregoing covenant shall not apply in any case in which the person or entity to whom the Property, or any part thereof, is transferred is a potentially responsible party with respect to such property before the date on which such person or entity acquired an interest in such property, or is a potentially responsible party as a result of an act or omission affecting such property.

11. Pursuant to the authority of regulations promulgated under section 120(h)(3)(A) of the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9620(h)), the information set out in **Exhibit "C"** is notice of hazardous substances and wastes that are known to have been released and/or disposed or stored on the Property, and the date the activities took place.

12. The Grantee covenants and agrees that it will not spread or exacerbate environmental contamination or open exposure pathways to humans or the environment, and that it will not disrupt environmental investigations and remedial activities, or jeopardize the protectiveness of those remedies, such as:

i) surface application of water in the area of an IRP site that could impact the migration of contaminated ground water;

ii) subsurface drilling or use of ground water in the area of an IRP site unless the Grantor determines that there will be no adverse impacts on the IRP remediation process;

iii) construction that would interfere with, negatively impact, or restrict Grantor's rights of access for purposes of the IRP remediation process.

13. The Archives Search Report- Recommendations and Findings, November 1997, of the United States Army Corps of Engineers reports that, while unlikely, it is possible that unexploded ordnance or related materials may be present on the Property. The GRANTEE covenants and agrees on behalf of it, its successors and assigns and every successor in interest to the Property or any part hereof, that unexploded ordnance or related materials which may be present on the Property may require investigation by the GRANTEE prior to disturbing the soil on this Property, upon discovery of any suspected ordnance or related material, the GRANTEE shall notify NYSDEC and the GRANTOR

E. Hazards to Air Navigation. Prior to commencing any construction on, or alteration of, the Property, the Grantee covenants to comply with 14 C.F.R. Part 77 entitled "Objects Affecting Navigable Air Space," or under the authority of the Federal Aviation Act of 1958, as amended.

VIII. MISCELLANEOUS

The covenants contained in this Deed shall run with the land and inure to the benefit of the assigns of the GRANTOR and shall be binding upon the successors and assigns of the GRANTEE.

IX. LIST OF EXHIBITS

The following Exhibits are attached to and made a part of this Deed:

A. Exhibit A - Property Description
B. Exhibit B - Parcel Map
C. Exhibit C - Hazardous Substance Notice

office address is, all the land situated in the City of Rome, County of Oneida, and State of New York containing a total of approximately 11.054 acres, more or less, as described on **Exhibit A**, and depicted as Parcel F10A on **Exhibit B** to this Deed.

III. APPURTENANCES

TOGETHER WITH all the buildings, structures, and improvements and other equipment and related personal property used for public airport purposes (except for wells, treatment facilities, systems and related piping, used by the Grantor for environmental remediation and restoration), and all and singular the tenements, hereditaments, appurtenances, and improvements hereunto belonging, or in any wise appertaining, which, together with the land above described, is called the "Property" in this Deed.

IV. EXCEPTIONS

EXCEPTING THEREFROM all utility systems owned by the Grantor, including wire, cables, conduit, pipes, transformers, pumps, switching gear, poles, anchors, guys, towers, and appurtenant installations, structures, facilities, and equipment, reserving the right and easement in the Grantor to keep, operate, inspect, maintain, repair, remove, and replace such utility systems, and for ingress and egress to and from such systems. Not included in this exception are those parts of a utility system that serve only a specific building(s) or building lot(s), and that, in the practice of public utilities in Oneida County, New York, are usually controlled by individual realty owners and not by utility providers.

V. RESERVATIONS

RESERVING UNTO THE GRANTOR all oil, gas, and other minerals resources of any kind or nature in the mineral estate of the Property, together with the right to prospect for, mine, and remove the same in accordance with applicable law.

RESERVING UNTO THE GRANTOR, including the USEPA and the State of New York (the "State"), and its and their respective officials, agents, employees, contractors, and subcontractors, access to the Property pursuant to CERCLA section 120(h)(3)(A)(iii), (including the right of access to, and use of, utilities at reasonable cost to the Grantor), for the following purposes, either on the Property or on adjoining lands, and for such other purposes consistent with the IRP of the Grantor or the FFA, if applicable:

1. To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, test-pitting, testing soil borings, and other activities related to the IRP or FFA, if applicable.

2. To inspect field activities of the Grantor and its contractors and subcontractors in implementing the IRP or the FFA, if applicable.

3. To conduct any test or survey required by the USEPA or the State relating to the implementation of the IRP or FFA, if applicable, or to verify any data submitted to the USEPA or the State by the Grantor relating to such conditions.

4. To conduct, operate, maintain, or undertake any other response, corrective, or remedial action as required or necessary under the IRP or the FFA, if applicable, or the covenant of the Grantor in Section VII of this Deed, but not limited to, the installation of monitoring wells, pumping wells, and treatment facilities.

5. To monitor any environmental restrictive use covenants in this Deed and the effectiveness of any other land use or institutional control established by the Air Force on the Property, either by itself, by its contractor, by any public entity, including the State, or by a private entity registered in the State to monitor environmental covenants.

VI. CONDITION

A. The Grantee agrees to accept conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances, whether or not of record.

B. The Grantee acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property is conveyed, "as is," "where is," without any representation, promise, agreement, or warranty on the part of the Grantor regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs, or additions. The Grantee further acknowledges that the Grantor shall not be liable for any latent or patent defects in the Property, except to the extent required by applicable law.

C. The Grantee covenants to submit any required applications, to the City of Rome, for discharging wastewater to the sanitary sewer system and to meet all applicable wastewater discharge permit standards.

VII. NOTICES AND COVENANTS RELATED TO SECTION 120(h)(4) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA) (42 U.S.C. § 9620(h)(4)

Pursuant to section 120(h)(4)(D)(i) of CERCLA, the United States covenants and warrants that any response action or corrective action necessary after the date of this Deed for contamination existing on the Property prior to the date of this Deed will be conducted by the United States.

VIII. OTHER COVENANTS

A. Asbestos-Containing Materials ("ACM"). While there are currently no buildings or known ACM on the Property, the Grantee is warned that the Property may contain current and former improvements, such as buildings, facilities, equipment and pipelines, above and below the ground, that contain ACM. The Grantee covenants and

1. The Grantor has made a complete search of its files and records. **Exhibit C** contains a table with the name of hazardous substances stored for one year or more, or known to have been released or disposed of, on the Property; the quantity in kilograms and pounds of the hazardous substance stored for one year or more, or known to have been released, or disposed of on the Property; and the date(s) on which such storage, release, or disposal took place.

2. There were no reported releases of hazardous substances or wastes on the Property.

3. Pursuant to section 120(h)(3)(A)(ii) of CERCLA, the United States covenants and warrants:

(a) that all remedial action necessary to protect human health and the environment with respect to hazardous substances remaining on the Property has been taken before the date of this Deed; and

(b) any additional remedial action found to be necessary after the date of this Deed for contamination on the Property existing prior to the date of this Deed will be conducted by the United States.

The obligation of the United States under this warranty does not include response actions required by an act or omission of the Grantee that either (a) introduces new or additional contamination, or (b) increases the cost of the required response action by improperly managing any CERCLA contamination present on the Property on the date of this Deed from the United States. For the purposes of this warranty, the phrase "remedial action found to be necessary" does not include any performance by the United States, or payment to the Grantee from the United States, for (a) additional remedial action that is required to facilitate use of the Property by the Grantee in a manner that is inconsistent with restrictions set forth in section VII.B. of this Deed, as may be modified or released pursuant to section VII.C., or (b) disposal of soils that do not require response actions if left in place, but must be disposed of when disturbed.

4. The United States has reserved access to the Property in the Reservation section of this deed in order to perform any remedial or corrective action as required by CERCLA section 120(h)(3)(A)(ii).

NOTICE

BREACH OF ANY ENVIRONMENTAL USE RESTRICTIVE COVENANT IN SECTION VII.B. BELOW, MAY AFFECT THE FOREGOING WARRANTY

B. Environmental Use Restrictive Covenants

1. For purposes of the environmental use restrictive covenants in this section, the term "Property" includes any part of the Property specifically described on **Exhibits C and D** to this Deed to which one or more of these environmental restrictive covenants may

apply.

2. The following environmental use restrictive covenants in this section are being created to protect human health and the environment against (a) residual contaminants as a component of the remedial action taken in Section A.2. above:

(a) The Grantee and its future successors and assigns are notified that the groundwater at FT-48, had exceedances of New York drinking water standards for certain metals (aluminum, iron and manganese) during one sampling event. The exceedances were due to high turbidity from the sample collection method. The groundwater notice area is identified on **Exhibit D.**

(b) The Grantee covenants to comply with all applicable regulations regarding the handling and transport of construction debris from LF-49 B hardfill, as identified on **Exhibit D.**

(c) The Grantee covenants to use the areas described as FT-48 and LF-49 B hardfill on **Exhibit D** for industrial, non-residential commercial purposes.

(d) The Grantee covenants to comply with the provisions of any health or safety plan in effect, or any hazardous substance remediation or response agreement with environmental regulatory authorities during the course of any environmental response or remedial action undertaken on the Property. The Grantee covenants that Occupational Safety and Health Administration (OSHA) requirements will be included in the remediation health or safety plans.

3. It is the intent of the Grantor and the Grantee that the Environmental Restrictive Covenant(s) in this section bind the Grantee and shall run with the land. It is also the intent of the Grantor and the Grantee that the Grantor will retain the right to enforce any restrictive covenant in this section through the chain of title, in addition to any State law that requires the State to enforce any restrictive covenant in this section. The Grantee covenants to insert all of this section in any deed to the Property that it delivers.

C. Release of Environmental Restrictive Covenant(s).

1. The Grantee may request from the United States a modification or release of one or more of the environmental restrictive covenant(s) in whole or in part in this section, subject to the notification and concurrence or approval of the NYSDEC and USEPA Region 2. In the event the request of the Grantee for modification or release is approved by the United States, NYSDEC, and USEPA Region 2, the United States agrees to modify or release the covenant (the "Covenant Release") giving rise to such environmental use restriction in whole or in part. The Grantee understands and agrees that all costs associated with the Covenant Release shall be borne solely by the Grantee, without any cost whatsoever to the United States. The United States shall deliver to the Grantee in recordable form the Covenant Release. The execution of the Covenant Release by the United States shall modify or release the environmental restrictive covenant with respect to the Property in the Covenant Release.

2. In the event that the environmental restrictive covenants contained in this section are no longer necessary, the United States will record any appropriate document

modifying or removing such covenants, as appropriate.

VIII. OTHER COVENANTS

A. Asbestos-Containing Materials ("ACM"). The Grantee is warned that the Property may contain current and former improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that may contain ACM. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with all applicable Federal, State, and local laws relating to asbestos. The Grantee is cautioned to use due care during property development activities that may uncover pipelines or other buried ACM. The Grantee covenants and agrees that it will notify the Grantor promptly of any potentially friable ACM that constitutes a release under the federal Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601-9675). The Grantor's responsibility under this deed for friable ACM is limited to friable ACM in demolition debris associated with past Air Force activities and is limited to the actions, if any, to be taken in accordance with the covenant contained in Section VII of this Deed. The Grantee is warned that the Grantor will not be responsible for removing or responding to ACM in or on utility pipelines. The Grantee acknowledges that the Grantor assumes no liability for property damages or damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

B. General Lead-Based Paint and Lead-Based Paint-Containing Materials and Debris (collectively "LBP")

1. Lead-based paint was commonly used prior to 1978 and may be located on the Property. The Grantee is advised to exercise caution during any use of the Property that may result in exposure to LBP. The Grantee covenants test for LBP prior to initiating any construction, alteration or modification (including paint stripping or sanding) to the buildings of the Property.

2. The Grantee covenants and agrees that in its use and occupancy of the Property, the Grantee is solely responsible for managing LBP, including LBP in soils, in accordance with all applicable Federal, State, and local laws and regulations. The Grantee acknowledges that the Grantor assumes no liability for property damages or damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, contact, disposition, or other activity involving LBP on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured. The Grantee further agrees to notify the Grantor promptly of any discovery of LBP in soils that appears to be the result of Grantor activities and that is found at concentrations that may require remediation. The Grantor hereby reserves a non-exclusive easement, in its sole discretion, to undertake an

investigation and conduct any remedial action that it determines is necessary on the Property.

C. Non-Discrimination. The Grantee covenants not to discriminate upon the basis of race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. This covenant shall not apply with respect to religion if the Property is on premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property.

D. Hazards to Air Navigation. Prior to commencing any construction on, or alteration of, the Property, the Grantee covenants to comply with 14 C.F.R. Part 77 entitled "Objects Affecting Navigable Air Space," under the authority of the Federal Aviation Act of 1958, as amended.

E. Ordnance. The risk associated with the possible presence of unexploded ordnance remaining on the Property was investigated by the Grantor and appropriate site clearance measures were performed. While not likely, the Grantee is hereby notified of the potential presence of ordnance and ordnance-related material on the Property. The Grantee covenants to perform all ground-disturbing activities in a manner such that the identification of ordnance or ordnance-related material may occur. Upon discovery of any such ordnance and/or ordnance-related materials on the Property, the Grantee shall immediately cease work and notify the Grantor.

F. Drinking Water. Drinking water is supplied from a municipal source to facilities located on the Property. Due to the extended supply line and low usage, the Grantee covenants to sample the water as necessary to ensure the chlorine content and potability of the water meets applicable Federal, State and local drinking water standards.

G. Threatened and Endangered Species. The Grantee acknowledges that state-listed "special-interest" natural areas are present on certain portions of the Property. The hemlock-hardwood forest with its pockets of wetland is located at the Explosive Disposal Site (DP-59) (**Exhibit D**) described in section 5.2.1. of the 1993 Inventory of Rare Plant Species and Significant Natural Communities at Griffiss AFB, dated January 25, 1994. The Grantee covenants to coordinate any work within the special-interest areas in advance with the NYSDEC. Division of Environmental Permits.

H. Wetlands. The Property contains wetlands (**Exhibit D**) protected under Federal and State laws and regulations which, among other things, restrict activities that involve the discharge of fill materials into wetlands, including, without limitation, the placement of fill materials; the building of any structure; site-development fills for recreational, industrial, commercial, residential, and other uses; causeways or road fills; and dams and dikes. The Grantee covenants and agrees that in its use of the Property, it will comply with all Federal, State, and local laws minimizing the destruction, loss, or degradation of wetlands. Before locating new construction in wetlands, the Grantee

shall contact the NYSDEC, division of Environmental Permits and/or Depart United States Army Corps of Engineers and obtain a permit or waiver under Section 404 of the Federal Clean Pollution Control Water Act (33 U.S.C. § 1344). For purposes of this provision, "new construction" includes structures, facilities, draining, dredging, channelizing, filling, diking, impounding, and related activities.

IX. MISCELLANEOUS

A. Except for any personal covenant, each covenant of this Deed shall inure to the benefit of the Grantor: shall be binding upon the Grantee: shall be deemed to touch and concern the land; and shall run with the land.

B. References to federal or state laws or regulations contained in this Deed shall be construed to be the applicable provisions of it.

C. The Grantee agrees to mantain the security of the Property in accordance with the Homeland Security Act of 2002 and all Federal and State laws, acts and regulations.

X. LIST OF EXHIBITS

The following Exhibits are attached to and made a part of this Deed:

Exhibit A -	Property Description
Exhibit B	Property Map
Exhibit C	Notice of Hazardous Substances Stored
Exhibit D	Wetlands Special-Interest Areas

Parcel F11A & C

IV. EXCEPTIONS

EXCEPTING THEREFROM all utility systems owned by the Grantor, including, but not limited to, wire, cables, conduit, pipes, transformers, pumps, switching gear, poles, anchors, guys, towers, and appurtenant installations, structures, facilities, and equipment, reserving the right and easement in the Grantor to keep, operate, inspect, maintain, repair, remove, and replace such utility systems, or portions thereof, and for ingress to and egress from such systems. Not included in this exception are those parts of a utility system that serve only a specific building(s) or building lot(s), and that, in the practice of public utilities in Oneida County, New York, are owned or controlled by individual realty owners and not by utility providers.

V. RESERVATIONS

A. RESERVING UNTO THE GRANTOR all oil, gas, and other minerals resources of any kind or nature in the mineral estate of the Property, together with the right to prospect for, mine, and remove the same in accordance with applicable law.

B. AND FURTHER RESERVING UNTO THE GRANTOR, including the United States Environmental Protection Agency ("USEPA") Region 2, and the State of New York (the "State"), and its and their respective officials, agents, employees, contractors, and subcontractors, the right of access to the Property (including the right of access to, and use of, utilities at reasonable cost to the Grantor), and including to the Areas of Concern addressed in section VII F.1., for the following purposes, either on the Property or on adjoining lands, and for such other purposes consistent with the Installation Restoration Program ("IRP") of the Grantor or a Federal Facility Agreement ("FFA"), if applicable, including any necessary access for completing closure of open sites which are further identified on the environmental site map at Exhibit A-2:

1. To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings, and other activities related to the IRP or FFA, if applicable.

2. To inspect field activities of the Grantor and its contractors and subcontractors in implementing the IRP or the FFA, if applicable.

3. To conduct any test or survey required by the USEPA or the State relating to the implementation of the IRP or FFA, if applicable, or to verify any data submitted to the USEPA or the State by the Grantor relating to such conditions.

4. To conduct, operate, maintain, or undertake any other response, corrective, or remedial action as required or necessary under the IRP or the FFA, if applicable, or the covenant contained in Section VII of this Deed, but not limited to, the installation of monitoring wells, pumping wells, and treatment facilities.

5. To monitor any environmental covenants in this Deed and the effectiveness of any other land use or institutional control established by the Air Force on the Property, either by itself or by its contactor, or by a private entity registered in the State to perform such monitoring.

C. AND FURTHER RESERVING UNTO THE GRANTOR, for itself and its lessees and licensees, all existing reservations, easements, and rights, recorded or unrecorded, for private roads and streets over and across the Property for access purposes to lands owned by the Grantor.

VI. CONDITIONS

A. The Grantee agrees to accept conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances, whether or not of record.

B. The Grantee acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property is conveyed, "as is," "where is," without any representation, promise, agreement, or warranty on the part of the Grantor regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs, or additions. The Grantee further acknowledges that the Grantor shall not be liable for any latent or patent defects in the Property, except to the extent required by applicable law.

VII. COVENANTS

A. Asbestos-Containing Materials ("ACM"). The Grantee is warned that the Property may be improved with buildings, facilities, and equipment that at one time contained ACM. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with all applicable Federal, State, and local laws relating to asbestos. The Grantee acknowledges that the Grantor assumes no liability for damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether the Grantee has properly warned, or failed to properly warn, the person injured.

B. Non-Discrimination. The Grantee covenants not to discriminate upon the basis of race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion if the Property is on premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property.

C. Lead-Based Paint (LBP). The Grantee covenants not to use the family housing units on the Property identified on Exhibit A-4 for residential habitation, and further covenants to demolish all such units. The Grantee also covenants to manage all LBP in rubblized material after demolition in compliance with New York State Department of Environmental Conservation (NYSDEC) Solid Waste Regulations and all other applicable laws and regulations. The Grantee acknowledges that the Grantor assumes no liability for damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading

This warranty will not apply in any case in which any grantee of the Property, or any part thereof, is a potentially responsible party with respect to the Property before the date on which any grantee acquired an interest in the Property, or is a potentially responsible party as a result of an act or omission affecting the Property. For the purposes of this warranty, the phrase "remedial action necessary" does not include any performance by the United States, or payment to the Grantee from the United States, for additional remedial action that is required to facilitate use of the Property by the Grantee prohibited by the environmental use restrictive covenants set forth in section VII.B.below, as may be modified or released pursuant to section VII.C..

4. The United States has reserved access to the Property in the Reservations section of this Deed in order to perform any remedial or corrective action as required by CERCLA section 120(h)(3)(A)(iii).

NOTICE

BREACH OF ANY ENVIRONMENTAL USE RESTRICTIVE COVENANT IN SECTION VII.B. MAY AFFECT THE FOREGOING WARRANTY

B. Environmental Use Restrictive Covenants

1. For purposes of the environmental use restrictive covenants in this section, the term "Property" includes any part of the Property specifically described on Exhibits A and F to this Deed to which one or more of these environmental restrictive covenants may apply.

2. The following environmental use restrictive covenants are being created to protect human health and the environment with regard to residual contamination remaining on the Property and are a component of the remedial action referred to in section A.2 above:

(a) The Grantee covenants to use the Parcel F3A of the Property for only industrial/ commercial/ non-residential purposes, unless prior consent for a different use is obtained from the EPA and NYSDEC. There are no restrictions on the land use for Parcel F3B of the Property.

(b) The Grantee covenants not to extract, utilize, consume or permit any extraction, use, consumption, of any water from the aquifer below the surface of the ground within the Parcel F3A boundary unless the groundwater has been tested and found to meet all applicable standards and the Grantee first obtains the prior written approval from New York State Department of Health ("NYSDOH"). The Grantee further covenants to ensure that the aquifer will not be used in any way that could spread or exacerbate environmental contamination or open exposure pathways to humans or the environment. The Grantee and its successors and assignees covenant to comply with all applicable Federal and State laws and regulations with regard to activities affecting the groundwater in the aquifer. The Grantee will bear all costs associated with obtaining use of such water, including the costs of studies, analysis or remediation, without any cost whatsoever to the Grantor. There are no groundwater restrictions for the Parcel F3B Property.

F3A /F3B

(c) The Grantee covenants not to disturb, move, damage, mar, tamper with, interfere with, obstruct, or impede any wells and treatment facilities and systems, and related piping used in the environmental remediation and restoration on the Property.

3. It is the intent of the Grantor and the Grantee that the Environmental Use Restrictive Covenants in this section bind the Grantee and shall run with the land. It is also the intent of the Grantor and the Grantee that the Grantor will retain the right to enforce any restrictive covenant in this section through the chain of title, in addition to any State law that requires the State to enforce any restrictive covenant in this section. The Grantee covenants to insert all of this section in any deed to the Property that it delivers.

C. Release of Environmental Use Restrictive Covenant(s).

1. The Grantee may request from the United States a modification or release of one or more of the environmental use restrictive covenant(s) in whole or in part in this section, subject to the notification and concurrence or approval of the NYSDEC and/or NYSDOH and EPA Region 2. In the event the request of the Grantee for modification or release is approved by the United States, NYSDEC and/or NYSDOH and EPA Region 2, the United States agrees to modify or release the covenant (the "Covenant Release") giving rise to such environmental use restriction in whole or in part. The Grantee understands and agrees that all costs associated with the Covenant Release shall be the sole responsibility of the Grantee, without any cost whatsoever to the United States. The United States shall deliver to the Grantee in recordable form the Covenant Release. The execution of the Covenant Release by the United States shall modify or release the environmental use restrictive covenant with respect to the Property in the Covenant Release.

2. In the event that the environmental use restrictive covenants contained in this section are no longer necessary, the United States will record any appropriate document modifying or removing such use restrictions, as appropriate.

3. The Grantee is notified in Exhibit E that an encapsulation project was completed in the Building 211 pipe vault. The Grantee covenants to be responsible for maintaining the integrity of the encapsulation and for complying with all applicable Federal, State and local laws relating to the disposal of demolition debris if Building 211 is demolished or modified.

VIII. OTHER COVENANTS

A. Lead-Based Paint ("LBP").

1. The Property may include improvements that are presumed to contain LBP because they are thought to have been constructed prior to 1978. The Grantee acknowledges receipt of the required disclosure in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d (Title X), of the presence of any known LBP and/or LBP hazards in target housing constructed prior to 1978. This disclosure includes the receipt of

Parcel F4A / F4C

C. Grantee and its successors and assigns hereby understand and agree that all costs associated with removing any restrictions of any kind whatsoever contained in this deed, whether necessitated by an environmental or other law or regulation, shall be the sole responsibility of Grantee, its successors and assigns, without any cost whatsoever to the United States.

VII. COVENANTS

A. Asbestos-Containing Materials ("ACM"). The Grantee is warned that the Property may be improved with buildings, facilities, and equipment that may contain ACM. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with all applicable Federal, State, and local laws relating to asbestos. The Grantee acknowledges that the Grantor assumes no liability for damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

B. Non-Discrimination. The Grantee covenants not to discriminate upon the basis of race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion if the Property is on premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property.

C. Grantor Covenant.

1. The notice of hazardous substances required pursuant to Section 120(h)(3) of the Comprehensive Enviromental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9620(h)(3)), is not required because no reportable quantities of hazardous substances were known to have been stored for one year or more, or known to have been released or disposed of, on the Property.

2. The United States covenants and warrants that all remedial action necessary to protect human health and the environment with respect to hazardous substances remaining on the Property has been taken before the date of this Deed, and any additional remedial action found to be necessary after the date of this Deed for contamination on the Property existing prior to the date of this Deed shall be conducted by the United States. The foregoing covenant shall not apply in any case in which the grantee of the Property, or any part thereof, is a potentially responsible party with respect to the Property before the date on which any grantee acquired an interest in the Property, or is a potentially responsible party as a result of an act or omission affecting the Property. For the purposes of this covenant, necessary remedial action shall not include clean-up required as a result of any changes in the Grantee's use of the Property hereby conveyed.

F4A / F12A

3. The following use restrictions are necessary to ensure protection of human health and the environment. These restrictions shall be binding on the Grantee and its successors and assigns, and shall be deemed to run with the land in perpetuity.

a. The Grantee, its successors and assigns shall be prohibited from accessing or otherwise disturbing or causing exposure to subsurface soils, or consuming or otherwise using or causing exposure to the underlying groundwater at any of the environmental sites listed in the map at Exhibit B-2, without prior written permission of the Grantor and the New York State Department of Environmental Conservation (NYSDEC).

b. The Grantee is prohibited from the extraction, utilization or consumption of any water from the aquifer below the surface of the ground within the Property boundary unless the groundwater has been tested and found to meet all applicable standards and such owner or occupant obtains the prior written approval from the New York State Department of Health.

c. The Grantee is prohibited from managing the aquifer in any way that could spread or exacerbate environmental contamination or open exposure pathways to humans or the environment.

d. Activities by the Grantee and its successors and assigns shall not disrupt the integrity or effectiveness of the Grantor's actions to complete closure of the environmental sites identified on Exhibit B-2 (to include monitoring wells or other necessary remedial systems). Nor shall the Grantee and its successors and assigns undertake any action resulting in the spread or exacerbation of environmental contamination or the opening of exposure pathways to humans or the environment. Further, the Grantee and its successors and assigns will refrain from undertaking any alterations, construction or construction-related work, demolition, excavation, or other ground disturbing activities in the areas containing these environmental sites, including the surface application of water in the area of an IRP site that could impact the migration of contaminated ground water, or the subsurface drilling or use of ground water in the area of an IRP site, without prior written permission of the Grantor and the NYSDEC.

4. The Grantee covenants that it shall include the covenants and restrictions of this Quitclaim Deed in any future deed(s), leases, licenses or other contracts involving the use of the Property. If there is any violation of the restrictions, it shall be lawful for the Grantor and other appropriate parties to prosecute any proceedings at law or in equity against such violator(s), either to prevent any violation of this restriction, or to recover damages for such violation, or both. The failure of the Grantor to enforce this restriction shall in no event be deemed a waiver of the right of the Grantee to do so thereafter as to the same violation, or as to one occurring prior or subsequent thereto.

5. In the event any or all of the foregoing use restrictions contained herein are no longer necessary, upon request of the Grantee, and concurrence by the Grantor and the NYSDEC, the Grantor agrees to record a release of such use restriction or restrictions contained herein. Any additional remediation, corrective action or preparation of information to support such requests will be at no cost to the Grantor.

Parcel F4B

presence of any known LBP and/or LBP hazards in structures constructed prior to 1978. This disclosure includes the receipt of available records and reports pertaining to LBP and/or LBP hazards; receipt of the lead hazard information pamphlet; and inclusion of the 25 C.F.R. Subparts 35H and 745F disclosure and lead warning language in the Title X Lead-Based Paint Disclosure Statement in the contract of sale.

2. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with Title X and all applicable Federal, State, and local laws relating to LBP. The Grantee acknowledges that the Grantor assumes no liability for damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with LBP on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

B. Asbestos-Containing Materials ("ACM")

The Grantee is warned that the Property may have been improved with buildings, facilities, and equipment that may contain ACM. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with all applicable Federal, State, and local laws relating to asbestos. The Grantee acknowledges that the Grantor assumes no liability for damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

C. Non-Discrimination

The Grantee covenants not to discriminate upon the basis of race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. This covenant shall not apply with respect to religion if the Property is on premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property.

D. Environmental Covenants.

1. Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9620(h)(3), the following is notice of hazardous substances on the Property and the description of remedial action taken concerning the Property:

The Grantor has made a complete search of its files and records.
Exhibit C contains a table with the name of hazardous substances stored on the Property for one (1) year or more. Exhibit D contains a table with the name of hazardous substances known to have been released or disposed of on the Property.

Both tables declare the quantity in kilograms and pounds of the hazardous substance stored for one year or more, or known to have been released, or disposed of on the Property; and the date(s) that such storage, release, or disposal took place. Exhibit E contains a table with the name of hazardous wastes stored on the Property for one (1) year or more.

2. The United States covenants and warrants that all remedial action necessary to protect human health and the environment with respect to hazardous substances on the Property has been taken before the date of this Deed, except with respect to Areas of Concern SS-38 and SD-52 as identified on Exhibit B-2. Any additional remedial action found to be necessary after the date of this Deed for contamination on the Property existing prior to the date of this Deed shall be conducted by the United States. The foregoing covenant shall not apply in any case in which the Grantee of the Property, or any part thereof, is a potentially responsible party with respect to the Property before the date on which any grantee acquired an interest in the Property, or is a potentially responsible party as a result of an act or omission affecting the Property.

3. The Grantee covenants and agrees that it will not spread or exacerbate environmental contamination or open exposure pathways to humans or the environment, and that it will not disrupt environmental investigations and remedial activities, or jeopardize the protectiveness of those remedies, such as:

a) surface application of water in the area of an IRP site that could impact the migration of contaminated ground water;

b) subsurface drilling or use of ground water in the area of an IRP site unless the Grantor determines that there will be no adverse impacts on the IRP remediation process;

c) construction that would interfere with, negatively impact, or restrict Grantor's rights of access for purposes of the IRP remediation process.

4. The transaction documents will restrict property use to industrial and commercial non-residential use unless permission is obtained from the United States Environmental Protection Agency (USEPA), New York State Department of Environmental Conservation (NYSDEC), and New York State Department of Health (NYSDOH).

5. The owner or occupant of the Property shall not extract, utilize, consume or permit to be extracted, any water from the aquifer below the surfaces of the ground within the boundary of the property unless such groundwater has been tested and found to meet all applicable standards and/or such owner or occupant obtains the prior written approval from the NYSDOH. The owner or occupant will ensure that the aquifer will not be managed in any way that could spread or exacerbate environmental contamination or open exposure pathways to humans or the environment. The costs associated with obtaining use of such water, including the costs of studies, analysis or remediation, shall be the sole responsibility of the owner, its successors and assigns, without any cost whatsoever to the United States Government.

F4B

6. The risk associated with the possible presence of unexploded ordnance remaining on the property to be transferred has been investigated by the United States Army Corps of Engineers (USACE/Huntsville) and documented in the Archives Search Report - Recommendations and Findings, dated November 1997. The Archives Search Report (ASR) was developed by the USACE after extensive research of the munitions related history of Griffiss AFB and several interviews with past and present DoD employees. A list of the documents reviewed and the employees interviewed is provided in the ASR. Eleven (11) former munitions related sites at Griffiss AFB were identified for further investigation. None of the eleven (11) munitions related sites are identified to be present within the property. Clearing operations were performed in the summer of 1998 and documented in a final report dated October 30, 1998.

The intent of the investigation was to eliminate the presence of all ordnance and ordnance related materials within the identified areas. While not likely, it is possible that ordnance, not previously identified in the ASR, may be present on the property to be transferred. All ground disturbing activities performed by the transferee shall be performed in a manner such that the identification of ordnance related material may occur. Upon discovery of any suspected ordnance-related material the appropriate authorities shall be notified.

7. Asbestos containing material (ACM) was identified in Buildings 770, 774 and 778. The asbestos generally appeared in good to fair condition. The Grantee will be responsible for complying with all applicable Federal, State and local laws, rules and regulations as they pertain to asbestos.

8. Lead-based paint (LBP) might be present in Buildings 770, 777, 778 and 788. The Air Force has classified these facilities as facilities with a probability of having a LBP hazard because they were constructed prior to 1978 when the maximum allowable content of lead in paint was reduced. The Grantee will be responsible for managing all LBP including demolition material which contains LBP and potential LBP in compliance with NYSDEC Solid Waste Regulations and all other applicable laws and regulations.

9. All the buildings, with the exception of Building 788, as discussed in Covenant 10 of this Section, are connected to a sanitary sewer. The Grantee will be required to submit an application for discharging to the sanitary sewer for any new construction and to meet all applicable wastewater discharge permit standards.

10. A septic tank was present on the property at Buildings 788 (SPT-788). The septic system consisted of a septic tank and drain field. This septic tank was cleaned and filled with sand in 1997.

11. The Grantee will be responsible for managing all solid waste generated during building renovations, in accordance with NYSDEC Solid Waste Regulations and all other applicable laws and regulations.

12. Four (4) aboveground storage tanks (ASTs), two (2) former ASTs, twenty-three (23) former underground storage tanks (USTs) and one (1) former other storage tank (OST) are or were located on the property to be transferred. These are listed in Table 5.1 of the FOSET. The Grantee will be restricted from construction activities in the subsurface soils of UST-769, USTs-773-1 thru 5, USTs-775-1 thru 5, USTs-779-1 thru 5 and USTs-781-1 thru 5, until the NYSDEC STARS Memo cleanup requirements are met and cleanup actions are executed by the Air Force to the satisfaction of the NYSDEC Spills Program personnel. Scheduling shall be properly coordinated with the Air Force and the NYSDEC to ensure protection of human health and the environment. The Grantee will allow the Air Force, NYSDEC, USEPA and their representative's access to this site to fully investigate the site.

13. There are nine (9) IRP/AOC sites located on adjacent property that may impact the property to be transferred.

a) LF-07 is former Landfill No. 5 located west of the property.
b) LF-09 is former Landfill No. 6 located west of the property.
c) LF-28 is former Landfill No. 4 located west of the property.
d) SD-31 is Three Mile Creek located west of the property.
e) SS-34 is Building 786 (Nose Dock # 5), located northwest of the property.
f) ST-37 is former Building 771 (Pumphouse 5), located northwest of the property.
g) SD-41 is Building 782 (Nose Docks 1 and 2), located northwest of the property.
h) SS-46 is the Glycol Storage and Use Area, located northwest of the property.
i) LF-49C is a 0.5 acre hardfill located west of the property.

14. There are two (2) Area of Concern (AOC) sites in the parcel being transferred.

a) SS-38 is the Building 775 (Pumphouse # 3) site. The Grantee will be restricted from access to subsurface soils and groundwater in this area until the Base Realignment and Closure (BRAC) Cleanup Team (BCT) identifies appropriate cleanup requirements, and cleanup actions are executed by the Air Force to the satisfaction of the BCT. Scheduling shall be properly coordinated with the Air Force and BCT members to ensure protection of human health and the environment.

b) SD-52 has been designated as the on-base groundwater site. The global groundwater restriction is required for this site.

15. There is one (1) IRP site located on the property to be transferred.

SS-54 is the Building 781 (Pumphouse 1) site. The Grantee will be restricted from access to subsurface soils and groundwater in this area until the NYSDEC Spill Technology and Remediation Series (STARS) Memo cleanup requirements are met, and cleanup actions are executed by the Air Force to the satisfaction of the NYSDEC Spills Program personnel. Scheduling shall be properly coordinated with the Air Force and NYSDEC Spills Program personnel to ensure protection of human health and the environment.

16. The Grantee will allow the Air Force, NYSDEC and USEPA and their representatives access to the AOC and IRP sites noted above. The Grantee will be prohibited from any extraction, utilization, or consumption, or permit to be extracted, any water from the aquifer below the surface of the ground within the property boundary unless the groundwater has been tested and found to meet all applicable standards and/or such owner or occupant obtains the prior written approval from the New York State Department of Health. The aquifer will not be managed in any way that could spread or exacerbate environmental contamination or open exposure pathways to humans or the environment. The Grantee and its successors and assignees will be required to comply with all applicable Federal and State laws and regulations with regard to activities effecting the groundwater in the aquifer.

VIII. CONTRACTUAL ASSURANCES

A. Assurance that response actions will be taken. With regard to a release or threatened release of a hazardous substance for which the Air Force is potentially responsible and which occurred before the effective date of this agreement, the Air Force will provide that all necessary response actions will be taken.

B. Projected schedule of necessary response actions: Reference the CERCLA 120(h)(3) Covenant Deferral Request, Parcel F4B, Section 6, Projected Schedule for Response/Corrective Action and Operation and Maintenance Requirements, for projected completion schedules.

C. Restrictions on the use of the property necessary to ensure protection of human health and the environment in regards to CERCLA hazardous substances:

1. Until such time as the CERCLA AOCs have been closed, all activities within these AOCs will be subject to the following conditions:

a) The OCIDA will provide the Air Force with sixty (60) days advance written notice of all proposals for any alterations which are to be undertaken within the AOC. The notice shall be accompanied by a detailed written description of proposed alterations. Notwithstanding the above, the OCIDA shall be under no obligation to provide notice of any alterations that will be undertaken totally within any structure located on the property provided that such work will not impede or impair any activities under the CERCLA Installation Restoration Program (IRP). However, any work below the floor of any such structure within any AOC that will involve excavating in and/or disturbing concrete flooring, soil and/or groundwater or will impede or impair any activities under the CERCLA IRP will be subject to the notice and disclosure requirement.

b) The Air Force review process for alterations proposed to be undertaken in a CERCLA AOC will be completed within thirty (30) days of receipt of notice and a complete description of the planned alterations. In the event problems are

Parcel F4C

VII. NOTICES AND COVENANTS RELATED TO SECTION 120(h)(3) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA); AS AMENDED; (42 U.S.C. Section 9620(h)(3)

A. Pursuant to section 120(h)(3)(A) of CERCLA, the Grantor has made a complete search of its files and records, and no hazardous substances have been stored for one year or more, or known to have been released or disposed of, on the Property, but petroleum products or their derivatives are present on the Property. Since no hazardous substances have been stored for one year or more, or known to have been released or disposed of, on the Property, no remedial action has been taken.

B. The United States covenants and warrants that any response or corrective actions that are the responsibility of the Air Force for hazardous substances released or disposed of on the Property prior to the date of this Deed that are found to be necessary after the date of the delivery of the Deed will be conducted by The United States. The obligation of the United States under this warranty does not include response actions required by an act or omission of the Grantee that either (a) introduces new or additional contamination, or (b) increases the cost of the required response action by improperly managing any CERCLA contamination present on the Property on the date of this Deed from the United States. For the purposes of this warranty, the phrase "remedial action found to be necessary" does not include any performance by the United States, or payment to the Grantee from the United States, for (a) additional remedial action that is required to facilitate use of the Property by the Grantee in a manner that is inconsistent with restrictions set forth in section VII of this Deed, as may be modified or released pursuant to section VII.D, or (b) disposal of soils that do not require response actions if left in place, but must be disposed of when disturbed.

NOTICE

BREACH OF ANY ENVIRONMENTAL USE RESTRICTIVE COVENANT IN SECTION VII.C. BELOW, MAY AFFECT THE FOREGOING WARRANTY

C. Environmental Use Restrictive Covenants

1. For purposes of the environmental use restrictive covenants in this section, the term "Property" includes any part of the Property specifically described on **Exhibits C** to this Deed to which one or more of these environmental restrictive covenants may apply.

2. The following environmental use restrictive covenants in this section are being created to protect human health and the environment against the residual petroleum contaminants present on the Property.

(a) The Grantee covenants not to perform any type of excavation, digging, drilling, utilization of groundwater, or other ground–disturbing activity at the open non-CERCLA petroleum spill sites, as shown hatched in blue on **Exhibit C**, without prior written approval from the Grantor and Grantor coordination with

applicable Federal and State regulatory agencies or until site/spill closure has been obtained.

(b) The Grantee covenants to restrict access to the surface pavements of Apron 1, the location of the petroleum-contaminated soil land farm operation, as shown hatched in blue on **Exhibit C**, until the bioremediation of the land farm is complete.

(c) The Grantee covenants to comply with the provisions of any health or safety plan in effect, or any hazardous substance remediation or response agreement with environmental regulatory authorities during the course of any environmental response or remedial action undertaken on the Property. The Grantee covenants that Occupational Safety and Health Administration (OSHA) requirements will be included in the remediation health or safety plans.

3. It is the intent of the Grantor and the Grantee that the Environmental Restrictive Covenant(s) in this section bind the Grantee and shall run with the land. It is also the intent of the Grantor and the Grantee that the Grantor will retain the right to enforce any restrictive covenant in this section through the chain of title, in addition to any State law that requires the State to enforce any restrictive covenant in this section. The Grantee covenants to insert all of this section in any deed to the Property that it delivers.

D. Release of Environmental Restrictive Covenant(s).

1. The Grantee may request from the United States a modification or release of one or more of the environmental restrictive covenant(s) in whole or in part in this section, subject to the notification and concurrence or approval of the NYSDEC and USEPA Region 2. In the event the request of the Grantee for modification or release is approved by the United States, NYSDEC, and USEPA Region 2, the United States agrees to modify or release the covenant (the "Covenant Release") giving rise to such environmental use restriction in whole or in part. The Grantee understands and agrees that all costs associated with the Covenant Release shall be borne solely by the Grantee, without any cost whatsoever to the United States. The United States shall deliver to the Grantee in recordable form the Covenant Release. The execution of the Covenant Release by the United States shall modify or release the environmental restrictive covenant with respect to the Property in the Covenant Release.

2. In the event that the environmental restrictive covenants contained in this section are no longer necessary, the United States will record any appropriate document modifying or removing such covenants, as appropriate.

VIII. OTHER COVENANTS

A. Asbestos-Containing Materials ("ACM"). The Grantee is warned that the Property may contain current and former improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that may contain ACM. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with all applicable Federal, State, and local laws relating to asbestos. The Grantee is cautioned to use due care during property development activities that may

race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion if the Property is on premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property.

C. Grantor Covenant

1. Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9620(h)(3))("CERCLA"), the following is notice of hazardous substances on the Property and the description of remedial action taken concerning the Property:

a. The Grantor has made a complete search of its files and records. Exhibit B contains a table with the name of hazardous substances stored on the Property for one year or more. The Exhibit B table declares the quantity in kilograms and pounds of the hazardous substances stored on the property for one year or more; and the date(s) that such storage took place.

2. The Grantor covenants and warrants that all remedial action necessary to protect human health and the environment with respect to hazardous substances remaining on the Property has been taken before the date of this Deed, and any additional remedial action found to be necessary after the date of this Deed for contamination on the Property existing prior to the date of this Deed shall be conducted by the Grantor. The foregoing covenant shall not apply in any case which the Grantee of the Property, or any part thereof, is a potentially responsible party with respect to the Property before the date on which any Grantee acquired an interest in the Property, or is a potentially responsible party as a result of an act or omission affecting the Property.

D. Ordnance

The risk associated with the possible presence of unexploded ordnance remaining on the Property was investigated by the Grantor and appropriate site clearance measures were performed. While not likely, the Grantee is hereby notified of the potential presence of ordnance and ordnance-related material on the Property. The Grantee covenants to perform all ground-disturbing activities so that the identification of ordnance or ordnance-related material may occur. Upon discovery of any such ordnance and ordnance-related materials on the Property, the Grantee shall immediately cease work and notify the Grantor immediately.

E. Environmental Restrictive Covenants

1. The Grantee covenants and agrees to use the portion of the Property, identified as Parcel F6A-2 on Exhibit A-2, for only commercial/non-residential purposes, unless prior consent for a different use is obtained from the USEPA and New York State Department of Environmental Conservation (NYSDEC).

F6A

2. The Grantee shall not extract, utilize, consume or permit any extraction, use, consumption, of any water from the aquifer below the surfaces of Parcel F6A-2 unless the groundwater has been tested and found to meet all applicable standards and the Grantee first obtains the prior written approval from the New York State Department of Health (NYSDOH). The Grantee further covenants to ensure that the aquifer will not be used in any way that could spread or exacerbate environmental contamination or open exposure pathways to humans or the environment. The Grantee will bear all costs associated with obtaining use of such water, including the costs of studies, analysis or remediation, without any cost whatsoever to the Grantor.

3. The Grantee will grant access to the Air Force, NYSDEC, and USEPA and their representatives to the AOC/IRP sites noted below and will restrict their use of Parcel F6A-2 to commercial/non-residential use. The Grantee covenants to prohibit the extraction, utilization, or consumption of any water from the aquifer below the surface of the ground within Parcel F6A-2, unless the groundwater has been tested and found to meet all applicable standards and written approval is given by the NYSDOH. The Grantee agrees not to use the aquifer in any way that could spread or exacerbate environmental contamination or open exposure pathways to humans or the environment. The Grantee agrees to comply with all applicable Federal and State laws and regulations with regard to activities affecting the groundwater in the aquifer.

a. IRP (SS-05/AOI 102) - former entomology storage shed
b. AOC (DP-12) - Building 301, former entomology shop drywell
c. AOC (SD-52) - on-base groundwater contamination
d. AOI (AOI-97) - Building 301, southeast stained area

F. Health and Safety Plan. The Grantee covenants to comply with the provisions of any health or safety plan in effect or any hazardous substance remediation or response agreement with environmental regulatory authorities during the course of any CERCLA response or remedial action undertaken on the Property.

VIII. RELEASE OF COVENANTS

At such time as the Grantee desires a release of one or more of the covenants by which it is bound in this Deed, the Grantee shall first obtain the unconditional written consent of NYSDEC, USEPA, or both, as applicable, and deliver such consent to the Grantor together with an instrument reasonably acceptable to the Air Force to effect such release in the State of New York, executed by the Grantee, and containing an appropriate execution block for the Air Force. The Air Force will, within a reasonable time after receipt, return such instrument fully executed to the Grantee at its address in Section II of this Deed. The Grantee shall record such instrument promptly upon receipt, and deliver to the Air Force written confirmation of such recording that includes the recording data. The expense of document preparation and recording will be borne by the Grantee.

Parcel F7R

All that tract, piece, or parcel of land situated in the City of Rome, County of Oneida and State of New York shown as Parcel No. 1 on the map entitled "Property Map Showing Lands to be Conveyed to the County of Oneida (Parcel F7), prepared by Michael P. Waters, P.L.S. No. 50027, dated June 29, 2002, and last revised December 2, 2002, and more particularly described in the Legal Description of Parcel annexed hereto as Exhibit A-3.

III. APPURTENANCES

A. TOGETHER WITH all the buildings and improvements erected thereon, except for monitoring wells, treatment wells, and treatment facilities and related piping, and all and singular the tenements, hereditaments, appurtenances, and improvements hereunto belonging, or in any wise appertaining (which, together with the real property above described, is called the "Property" in this Deed).

B. AND TOGETHER WITH the non-exclusive right of ingress and egress to and from the Property, to and from public streets and highways, along roads and streets owned by the Grantor, in common with the Grantor and its lessees and licensees.

IV. EXCEPTIONS

The following is hereby excepted from the Property: All utility systems owned by the Grantor, including, but not limited to, wire, cables, conduit, pipes, transformers, pumps, switching gear, poles, anchors, guys, towers, and appurtenant installations, structures, facilities, and equipment, reserving the right and easement in the Grantor to keep, operate, inspect, maintain, repair, remove, and replace such utility systems, or portions thereof, and for ingress to and egress from such systems. Not included in this exception are those parts of a utility system that serve only a specific building(s) or building lot(s), and that, in the practice of public utilities in Oneida County, New York, are operated and controlled by individual realty owners and not by utility providers.

V. RESERVATIONS

A. RESERVING UNTO THE Grantor all oil, gas, and other minerals resources of any kind or nature in the mineral estate of the Property, together with the right to prospect for, mine, and remove the same in accordance with applicable law.

B. AND FURTHER RESERVING UNTO THE Grantor, including the United States Environmental Protection Agency ("USEPA"), Region 2, and the State of New York (the "State"), and its and their respective officials, agents, employees, contractors, and subcontractors, the right of access to the Property (including the right of access to, and use of, utilities at reasonable cost to the Grantor), for the following purposes, either on the Property or on adjoining lands, and for such other purposes consistent with the Installation Restoration Program ("IRP") of the Grantor or the Federal Facility Agreement ("FFA"), if applicable, including any necessary access for completing closure of open sites which are further identified on Environmental Site Map annexed hereto as Exhibit A-2:

F7R

1. To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, tests pitting, testing soil borings, and other activities related to the IRP or FFA, if applicable.

2. To inspect field activities of the Grantor and its contractors and subcontractors in implementing the IRP or the FFA, if applicable.

3. To conduct any test or survey required by the USEPA or the State relating to the implementation of the IRP or FFA, if applicable, or to verify any data submitted to the USEPA or the State by the Grantor relating to such conditions.

4. To conduct, operate, maintain, or undertake any other response, corrective, or remedial action as required or necessary under the IRP or the FFA, if applicable, or the covenant of the Grantor in Section VIII of this Deed, but not limited to, the installation of monitoring wells, pumping wells, and treatment facilities.

VI. CONDITION

A. The Grantee agrees to accept conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances, whether or not of record.

B. The Grantee acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property is conveyed, "as is," "where is," without any representation, promise, agreement, or warranty on the part of the Grantor regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs, or additions, except as provided elsewhere in this Deed. The Grantee further acknowledges that the Grantor shall not be liable for any latent or patent defects in the Property, except to the extent required by applicable law or this Deed.

VII. COVENANTS IN GROSS

A. Lead-Based Paint ("LBP").

1. The Property may include improvements that are presumed to contain LBP because they are thought to have been constructed prior to 1978. The Grantee hereby acknowledges receipt of the required disclosure in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d (Title X), of the presence of any known LBP and/or LBP hazards in target housing constructed prior to 1978. This disclosure includes the receipt of available records and reports pertaining to LBP and/or LBP hazards; receipt of the lead hazard information pamphlet; and inclusion of the 24 C.F.R. Part 35, Subpart H and 40 C.F.R. 745, Subpart F disclosure and lead warning language in the Title X Lead-Based Paint Disclosure Statement in the contract of sale.

2. The Grantee covenants and agrees that, in any improvements on the Property defined as target housing by Title X and constructed prior to 1978, LBP hazards will be disclosed to potential occupants in accordance with Title X before use of such improvements as a residential

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DEED RESTATEMENT AND RELEASE OF RESTRICTIVE COVENANTS

THIS RESTATEMENT and RELEASE is made this 9th day of July, 2003, by THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, with offices at 1700 N. Moore Street, Suite 2300, Arlington, Virginia 22209, under and pursuant to the powers and authority contained in Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder (the "GRANTOR"), in favor of Oneida County Industrial Development Agency, an instrumentality and public benefit corporation of the State of New York (the "GRANTEE") whose address is 153 Brooks Road, Rome, New York 13441-4105.

WHEREAS, by Quitclaim Deed, dated March 21, 2000, the GRANTOR quitclaimed unto the GRANTEE certain real property described in the Quitclaim Deed (the "Property") and depicted on map entitled "Property Map Showing a Portion of Lands to be Conveyed to Oneida County Industrial Development Agency, City of Rome, County of Oneida, State of New York" (Drawing F9A), prepared by Michael P. Waters, P.L.S. No. 050027, dated September 3, 1999, and certified March 30, 2000; and

WHEREAS, the GRANTOR imposed certain restrictive covenants on the Property in order to protect human health and the environment; and

WHEREAS, the GRANTOR has received confirmation from United States Environmental Protection Agency (USEPA), New York State Department of Environmental Conservation (NYSDEC) and New York State Department of Health (NYSDOH), that the GRANTEE has fulfilled some of these covenants and that the GRANTOR has overstated some other covenants regarding the environmental protection of the Property, rendering such restrictive covenants no longer necessary.

NOW, THEREFORE, for One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the GRANTOR forever remises, releases, and quitclaims unto the GRANTEE, and its successors and assigns, some of the restrictive covenants set out in Section VII, Paragraphs F.1., F.4. and F.6. of the Quitclaim Deed, by deleting Paragraphs F.1., F.4. and F.6. in Section VII of the Quitclaim Deed in their entirety and by replacing them with the following Paragraphs F.1., F.4. and F.6. in Section VII:

"F. Environmental Covenants.

1. The GRANTEE covenants to restrict the use of the portion of the Property, known as Area of Interest (AOI) 72, as shown on Exhibit B, to industrial, educational and commercial non-residential activities unless it obtains written permission to do so from USEPA, NYSDEC and NYSDOH.

4. The GRANTEE covenants that it will not allow construction activities in the subsurface soils or groundwater in the areas of Underground Storage Tanks (UST), known as UST-654-01 and UST-654-02, as shown on Exhibit B, until the NYSDEC STARS Memo

cleanup requirements are met and cleanup actions are executed by the Air Force to the satisfaction of the NYSDEC Spills Program personnel. Scheduling of construction activities shall be properly coordinated with the Air Force and the NYSDEC to ensure protection of human health and the environment. The GRANTEE will allow the Air Force, NYSDEC and USEPA and their representatives access to the spil sites for investigation purposes.

6. The GRANTEE covenants that it will not allow construction activities in the subsurface soils or groundwater in the area of Petroleum, Oil and Lubricant (POL) Distribution System POL-654 as shown on Exhibit B until the NYSDEC STARS Memo cleanup requirements are met and cleanup actions are executed by the Air Force to the satisfaction of the NYSDEC Spills Program personnel. Scheduling of construction activities shall be properly coordinated with the Air Force and the NYSDEC to ensure protection of human health and the environment. The GRANTEE will allow the Air Force, NYSDEC and USEPA and their representatives access to the POL -654 site for investigation purposes. The GRANTEE will be responsible for complying with any applicable Federal, State and local environmental regulations and for obtaining any required permits for operation of the POL system."

IN WITNESS WHEREOF, I have hereunto set my hand under the authority and at the direction of the Secretary of the Air Force the day and year first above written.

THE UNITED STATES OF AMERICA
By its Secretary of the Air Force

By: Joyce K Frank
JOYCE K. FRANK
Deputy Director
Air Force Real Property Agency

COMMONWEALTH OF VIRGINIA)
) SS
COUNTY OF ARLINGTON)

The foregoing instrument was acknowledged before me this 9th day of July, 2003 by Joyce K. Frank, Director, Air Force Real Property Agency.

Sonia M. Soto
Notary Public, Commonwealth of Virginia
My commission expires: March 31, 2004

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testpitting, borings, data and/or record compilation, and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary under applicable authorities, including but not limited to monitoring wells, pumping wells, and treatment facilities.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

1. CONDITION OF PROPERTY. The Property is conveyed "as is" and "where is" without representation, warranty, or guaranty of any kind as to any matter related to the conveyance including, but not limited to, the quantity, quality, character, condition (including patent and latent defects), size, habitability, or kind of the Property or any structures or fixtures attached to the Property, or that the same is in a condition or fit to be used for the purpose for which intended by the GRANTEE. The GRANTEE covenants that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and further acknowledges that the GRANTOR has not made any representation, warranty, or guaranty concerning the condition of the Property.

2. EXISTING RIGHTS. This conveyance is subject to all covenants, easements, reservations, restrictions, and encumbrances, whether of record or not.

3. FAA COVENANT. The GRANTEE covenants for itself, its successors and assigns, that any construction or alteration is prohibited on or to the Property unless a determination of "no hazard to air navigation" is issued by the Federal Aviation Administration in accordance with 14 C.F.R. Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

4. ENVIRONMENTAL COVENANT.

(a) Notice of Hazardous Substance and GRANTOR Covenant. Pursuant to Section 120(h)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. Section 9620(h)(4), the GRANTOR has identified the Property as real property on which no hazardous substances and no petroleum products or their derivatives were stored for one year or more, known to have been released, or disposed of by the United States. The GRANTOR covenants and warrants that in the event that any response action or corrective action found to be necessary after the date of this conveyance for contamination existing on the Property prior to the date of this conveyance, such response action or corrective action shall be conducted by the GRANTOR, provided, however that the foregoing covenant shall not apply in any case in which the GRANTEE of any or all of the Property is a potentially responsible party with respect to the Property.

(b) GRANTEE Covenant. The GRANTEE, for itself and its successors and assigns, covenants and warrants that environmental investigations and remediation will not be

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disrupted by activities such as (1) surface application of water that could impact the migration of contaminated groundwater; (2) subsurface drilling or use of groundwater unless the Air Force determines that there will be no adverse impacts on the cleanup process; or (3) construction that would interfere with, negatively impact, or restrict access for cleanup work. Monitoring wells will not be removed or otherwise affected by any above-or-below-ground activities by the GRANTEE, its successors and assigns, without prior approval of the Air Force.

5. NON-DISCRIMINATION COVENANT. The GRANTEE covenants for itself, its successors and assigns, that it shall not discriminate upon the basis of race, color, religion, national origin, or sex in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion if the Property is used primarily for religious purposes. The GRANTOR shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property, and it shall have sole right to enforce this covenant in any court of competent jurisdiction.

6. THE GRANTEE COVENANTS for itself, and its successors and assigns, that each and every of its covenants in this Deed shall run with the land and bind the GRANTEE and its successors and assigns, and they shall inure to the benefit of the GRANTOR and its assigns, unless otherwise specifically limited.

THE PROPERTY was duly determined to be surplus to the needs of the GRANTOR, and was assigned to the Secretary of the Air Force for disposal pursuant to the Defense Base Closure and Realignment Act of 1990, Pub. L. No. 101-510 (10 U.S.C. 2687 note), and the Federal Property and Administrative Services Act of 1949, (40 U.S.C. § 484), as amended, and applicable rules, orders and regulations.