-FINAL-

2011
LUC/IC SITE INSPECTION REPORT

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LIST OF ACRONYMS AND ABBREVIATIONS

AFB	Air Force Base
AFRL	Air Force Research Laboratory
AFRPA	Air Force Real Property Agency
AOC	Area of Concern
AOI	Area of Interest
AST	Above Ground Storage Tank
AVGAS	aviation gasoline
BADP	Battery acid disposal pit
BCT	BRAC Cleanup Team
BFSA	Bulk Fuel Storage Area
BRAC	Base Realignment and Closure
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CHP	Central Heating Plant
DOD	Department of Defense
DP	Drainage Pit
DW	Drywell
EPS	Electrical Power Substation
FDA	Fire Demonstration Area
FFA	Federal Facilities Agreement
FOSET	Finding of Suitability for Early Transfer
FOSL	Finding of Suitability to Lease
FPM	FPM Remediations, Inc.
FPTA	Fire Protection Training Area
ft	feet
GIA	Griffiss International Airport
GLDC	Griffiss Local Development Corporation
GUSC	Griffiss Utilities Service Corporation
IRP	Installation Restoration Program
JP-4	jet propulsion fuel grade 4
LF	Landfill
LTM	Long-Term Monitoring
LUC/ICs	Land-Use Controls/Institutional Controls
MOGAS	automotive gasoline
NCP	National Contingency Plan
NFA	No Further Action
NPL	National Priority List
NYSDEC	New York State Department of Environmental Conservation
NYSDOH	New York State Department of Health
OWS	Oil/Water Separator
PA	Preliminary Assessment
PCB	Polychlorinated Biphenyl
PCE	perchloroethene
RCRA	Resource Conservation and Recovery Act
RI	Remedial Investigation
ROD	Record of Decision
SAC	Strategic Air Command
SI	Supplemental Investigation
SRA	Source Removal Area
ST	Storage Tank
SVI	Soil Vapor Intrusion
TCE	trichloroethene

USEPA	United States Environmental Protection Agency
UST	Underground Storage Tank
VOC	Volatile Organic Compound
WSA	Weapons Storage Area

1.0 INTRODUCTION

1.1 Purpose

Land-Use Controls/Institutional Controls (LUC/ICs) were implemented at the former Griffiss Air Force Base (AFB), at sites where hazardous and/or petroleum substances were previously stored, disposed of, or accidentally released. This includes Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) sites and non-CERCLA petroleum spill sites. LUC/ICs are defined in the deeds for transferred sites as deed restrictions. For sites that have not been transferred, LUC/ICs are either incorporated in leases as lease restrictions or are Air Force maintained requirements that are planned for incorporation in future deeds.

Annual LUC/IC confirmation (by site) and deed restriction inspections (by parcel) are required to evaluate the implementation and performance of an LUC/IC or deed restriction in order to determine if it is protective of human health and the environment. The 2011 LUC/IC confirmation and deed restriction inspections were performed through on-site inspections and interviews (in person and/or written confirmation) with the owner/occupant of the site.

Plates 1 through 4 illustrate the LUC/ICs sites and parcel deed restrictions associated with the former Griffiss AFB. Exhibit 1 summarizes the LUC/ICs by site and Exhibit 2 summarizes the deed restrictions by parcel.

There are several sites that have had LUC/ICs removed since the implementation of the Former Griffiss AFB LUC/IC program and annual maintenance. The former LUC/IC Site Table provided below summarizes these sites.

Former LUC/IC Site Table

Site	Year Removed	Rationale
Building 43	2010	Record of Decision (ROD) for No Further Action (NFA) was finalized in 2009
Drywell 100	2011	Site has been remediated and closed. Finding of Suitability for Transfer has been finalized and site transferred (deeded) without restrictions
Parcel F9 Dorms	2011	All dorms excluding Building 448 and450 have been demolished. The owners of Building 448 and 450 have certified that mold has been remediated prior to occupancy. Both buildings have been renovated.
Building 133	2011	ROD for NFA was finalized in July 2011

1.2 Document Review

Site/parcel deeds, lease documents, remedial action/investigations reports, the Griffiss 5-year review, Records of Decision (ROD) (where applicable), and long-term monitoring reports were reviewed for the preparation of this report.

2.0 LUC/IC CONFIRMATION BY SITE

The following summarizes the former Griffiss AFB LUC/IC sites. LUC/IC sites are presented within the report alphabetically. The 2011 LUC/ICs interviews and on-site inspections confirmation are summarized in Exhibit 1.

2.1 AOC 9 (SS062)

2.1.1 Site Description

Area of Concern (AOC) 9 is a grass-covered area located on the north side of the main runway between the former Weapons Storage Area (WSA) and Six Mile Creek (Parcel A4 and F10C) and contains Installation Restoration Program (IRP) Site SS062. From 1943 to 1957, this area was used as a base landfill. Much of the landfill material was removed from the area in the 1950s as the WSA was constructed. Parcels A4 and F10C-2 are projected to be transferred in 2012.

2.1.2 LUC/ICs

The ROD for AOC 9 was released in July 2010 and signed by the United States Environmental Protection Agency (USEPA) on September 21, 2010. The following summarizes the LUC/ICs provided in the ROD:

"Development and use of the entire AOC-9, Weapons Storage Area Landfill Operable Unit property for residential housing, elementary and secondary schools, childcare facilities, and playgrounds will be prohibited unless prior approval is received from the Air Force, USEPA, and New York State Department of Environmental Conservation (NYSDEC)."

"The owner or occupant of this site shall not extract, utilize, consume, or permit others to extract, utilize, or consume any water from the subsurface aquifer within the boundary of the site unless such owner or occupant obtains prior written approval from the New York State Department of Health (NYSDOH). 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."

"The owner or occupant of this site will not engage in any activities that will disrupt required remedial investigation, remedial actions, and oversight activities, should any be required."

"The owner or occupant of this site shall not have access to subsurface soils and groundwater without prior approval of the EPA, NYSDEC and the Air Force."

"The owner or occupant of this site will restrict access to and prohibit contact with all subsurface soils and groundwater at or below the groundwater interface at this AOC until cleanup goals are achieved and have been confirmed through sample results as defined in the applicable Record of Decision(s) and pursuant the joint EPA/Department of Defense (DOD) guidance on Streamlined Site Closeout and National Priority List (NPL) Deletion Process."

"With respect to risks that may be posed via indoor air contaminated by chemicals volatilizing from the groundwater (vapor intrusion), the Grantee will covenant to conduct either (a) construction of new buildings within the Groundwater Restriction Area in a manner that would mitigate unacceptable risk under CERCLA and the National Contingency Plan (NCP); or (b) an evaluation of the potential for unacceptable risk prior to the erection of any structure in the Groundwater Restriction Area, and the Grantee shall include mitigation of the vapor intrusion in the design/construction of the structure prior to occupancy if an unacceptable risk under CERCLA and the NCP is posed. Any such mitigation or evaluations will be provided to and coordinated with the USEPA and NYSDEC."

2.1.3 LUC/IC Site Inspection Results

The above described LUC/ICs corresponds with soil/groundwater intrusive work – prior approval, groundwater well installation restriction, and land-use restriction – protect remedial operations, land-use restriction - industrial/commercial/non-residential, and as shown in Plate 1 and Exhibit 1. The LUC/ICs were confirmed by an on-site inspection and by the LUC/IC confirmation form signed by W. Vernon Gray, Commissioner of Aviation, Griffiss International Airport (GIA), on September 23, 2011 and in an interview with Frank Sanzone, Griffiss Local Development Corporation (GLDC) on September 21, 2011. The 2011 LUC/IC confirmation results are provided in Exhibit 1. The LUC/IC confirmation forms are provided in Appendix A. Contamination from the site has been identified on a previously transferred parcel (Parcel A1A).

2.2 AOI 66

2.2.1 Site Description

Area of Interest (AOI) 66, Steam Plant APDO Storage Yard, is located in the central portion of Griffiss AFB near Rainbow Creek and was previously used as storage for scrap drums and transformers. AOI-66 is located in Parcels F6B (projected transfer in 2012) and Central Heating Plant (CHP) (transferred).

2.2.2 LUC/ICs

The Coal Yard Storage Area ROD includes AOI 66. The Coal Yard Storage Area ROD is pending. The following summarizes the LUC/ICs provided in the LUC/ICs for AOI 66 presented in the Final Proposed Plan for the Coal Yard Storage Area dated March 2011:

"Development and use of the areas (within site boundaries) for residential housing, elementary and secondary schools, and childcare facilities and playgrounds will be prohibited unless prior approval is received from the Air Force, EPA, and NYSDEC."

"The owner or occupant of the property shall not extract, utilize, consume, or permit to be extracted, any water from the subsurface aquifer within the boundary of the site unless such owner or occupant obtains prior written approval from the New York State Department of Health."

"The owner or operator will restrict the relocation of contaminated soils greater than 1 foot bgs within the subsurface soil relocation restricted area from being placed outside the restricted area boundaries. If the contaminated soil greater than 1 foot bgs is to be

excavated, it must remain on site, stay covered if stockpiled, and covered by a minimum of 1 foot of clean fill once it is returned to the ground. Prior to any digging within the soil restricted area boundary, the owner/operator will notify all workers performing such work of these restrictions. The owner/operator will notify the Air Force of any digging activities that take place within the restricted area."

2.2.3 LUC/IC Site Inspection Results

The above described AOI 66 LUC/IC corresponds with subsurface soil relocation restriction, land-use restriction – commercial/administrative/non-residential, adverse aquifer use prohibited, and groundwater consumption – prior approval as shown in Plate 4 and Exhibit 1. The LUC/ICs were confirmed by an on-site inspection and by the LUC/IC confirmation forms signed by Daniel Sanders, Manager/Plant Engineer, Griffiss Utility Services Corporation (GUSC) on September 26, 2011. The 2011 LUC/IC confirmation results are provided in Exhibit 1. The LUC/IC confirmation form is provided in Appendix A.

2.3 AOI 72

2.3.1 Site Description

AOI 72 is also referred to as the Mobile Ave-Former Drum Storage Area in Parcel F9. The AOI is located in the Southern portion of the former Griffiss AFB. This property has been transferred.

2.3.2 LUC/ICs

AOI 72 does not require a ROD as the site was closed during the Preliminary Assessment (PA) / Supplemental Investigation (SI) period. The LUC/IC for this site was set in place during the PA/SI period of this site. The LUC/IC for this site, as stated in the Deed for Parcel F9, is:

"The Grantee covenants and agrees to the requirement for additional evaluation of a portion of the property within AOI 72 should the property use change from institutional/educational to residential."

2.3.3 LUC/IC Site Inspection Results

The above described LUC/IC corresponds with land-use restriction – industrial/commercial/non-residential as shown in Plate 3 and Exhibit 1. The LUC/ICs were confirmed by an on-site inspection conducted on August 16, 2011. The 2011 LUC/IC confirmation results are provided in Exhibit 1.

2.4 Apron 1 (SS063)/ Nosedocks 1 and 2 (SD041)

2.4.1 Site Description

Apron 1 and Nosedocks 1 and 2 are located in the southeast portion of the former Griffiss AFB. The LUC/ICs areas are within Parcels A2, F4C, and F6B. Parcel F4C has been transferred and Parcels A2 and F6B are projected for transfer in 2012.

A NYSDEC spill number has been assigned to the Apron 1 Fuel Hydrant System. NYSDEC Spill #9707954 was reported on September 15, 1997, and refers to a jet fuel spill of unknown volume at Apron 1. Two NYSDEC spill numbers, Spill #9109658 (assigned December 10, 1991) and Spill #9413416 (assigned January 9, 1995), are associated with petroleum hydrocarbon contamination possibly originating from releases from oil water separator (OWS) 5730-1/2 at the Nosedocks 1 and 2 AOC Site.

2.4.2 LUC/ICs

The ROD for the Nosedocks 1 and 2 area (SD042) was finalized in July 2011. The selected remedy is for no further action for CERCLA soils. The Apron 1 site, site designation SS063, is covered under the NYSDEC Spill Program and does not require a ROD. All LUC/ICs these sites are associated with the NYSDEC Spill Program.

There are three areas associated with the apron that contain LUC/ICs:

- Apron 1 LUC/IC encompasses the entire apron,
- Apron 1/HE8MW-3, a contaminated area in the western portion of the apron, is a former hydrant site, and
- Apron 1/Nosedocks 1 and 2 (Buildings 782 and 783) are located in the eastern portion of the apron, these buildings were used for aircraft repair. The LUC/IC for this site is associated with a groundwater plume originating near Apron 1 and Nosedocks 1 and 2.

The Apron 1 areas are located in Parcels A2, F4C, and F6B. The LUC/ICs were located in the Revised Draft Parcel F11B, A2, A4, A5, F6B, and F10C FOSET (AFRPA, June 2011) and the Deed for Parcel F4C. The LUC/ICs include:

The following LUC/ICs are provided in the Revised Draft Parcel F6B FOSET. The LUC/ICs provided in the Revised Draft Parcel F6B FOSET will be included in the deed for Parcel F6B.

"Access to the subsurface soils and to the groundwater will not be permitted unless prior approval is obtained from NYSDEC and the Air Force (Nosedocks 1 and 2)."

The following summarizes the LUC/ICs provided in the deed for Parcel F4C:

"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."

2.4.3 LUC/IC Site Inspection Results

The above described LUC/IC corresponds with soil/groundwater intrusive work – prior approval, land-use restriction – protect remedial operations, and groundwater well installation restriction as shown in Plate 4 and Exhibit 1. The LUC/ICs were confirmed by an on-site inspection and by the LUC/IC confirmation form signed by W. Vernon Gray, Commissioner of Aviation, GIA, on September 23, 2011. The 2011 LUC/IC

confirmation results are provided in Exhibit 1. The LUC/IC confirmation form is provided in Appendix A.

2.5 Apron 2 (SS064)

2.5.1 Site Description

Apron 2 was used as an aircraft parking and refueling area. Two jet fuel pipeline systems are associated with Apron 2. The former Type II Jet Fuel System once supplied JP-4 fuel to hydrants located throughout Apron 2. The LUC/ICs areas are located in Parcels A2, F4A/F12A, and F6B. Parcels F4A and F12A have been transferred and Parcels A2 and F6B are projected for transfer in 2012.

There are four NYSDEC petroleum spill numbers in the vicinity of the Apron 2 site, site designation SS064. NYSDEC Spill #8910168 is associated with subsurface contamination attributed to the jet fuel pipeline in the vicinity of Building 786, Spill #9706957 is associated with underground storage tanks (USTs) 7001-3, -4, and -5, Spill #9810713 is associated with the Type II Fuel System in the vicinity of Building 789, and Spill #9713631 is associated with the Type II Fuel System at Apron 2.

One IRP number (SD052, Nosedocks/Apron 2 Operable Unit) is associated with the chlorinated Volatile Organic Compound (VOC) contamination in the Apron 2 site.

2.5.2 LUC/ICs

The ROD for SD052, Nosedocks/Apron 2 Operable Unit was issued by the Air Force in December 2008 and signed by the USEPA in March 2009. In summary, the ROD for SD-52, Nosedocks/Apron 2 Operable Unit states that:

"Development and use of the entire SD-52, Nosedocks/Apron 2 Operable Unit AOC property for residential housing, elementary and secondary schools, childcare facilities, and playgrounds will be prohibited unless prior approval is received from the Air Force, USEPA, and NYSDEC."

"The owner or occupant of this site shall not extract, utilize, consume, or permit others to extract, utilize, or consume any water from the subsurface aquifer within the boundary of the site unless such owner or occupant obtains prior written approval from the NYSDOH."

"The owner or occupant of this site will not engage in any activities that will disrupt required remedial investigation, remedial actions, and oversight activities, should any be required."

"The owner or occupant of this site will restrict access to and prohibit contact with all subsurface soils and groundwater at or below the groundwater interface at this AOC until cleanup goals are achieved and have been confirmed through sample results."

The Apron 2 petroleum spill site (SS064) is covered under the NYSDEC Spill Program and does not require a ROD. The LUC/ICs are provided in the Revised Draft Final Parcel F11B, A2, A4, A5, F6B, and F10C FOSET (AFRPA, June 2011) and the Parcel F4A/F12A deed.

The following summarizes the LUC/ICs provided in the Revised Draft Final Parcel F11B, A2, A4, A5, F6B, and F10C FOSET.

"The transferee will be restricted from conducting any type of excavation, digging, drilling, utilization of groundwater, or other ground disturbing activity at the open spill sites."

The following summarizes the LUC/ICs provided in the deed for Parcel F4A/F12A:

"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."

"The grantee is prohibited from extraction, utilization, or consumption of any water from the aquifer below the surface of the ground unless the water has been tested and found to meet all applicable standards and such owner obtains the prior written approval from the NYSDOH."

"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."

"Activities by the grantee and its successors and assigns shall not disturb the integrity or effectiveness of the grantor's actions to complete closure of the environmental sites."

2.5.3 LUC/IC Site Inspection Results

The above described LUC/IC corresponds with soil/ groundwater intrusive work – prior approval, land-use restriction – protect remedial operations, groundwater intrusive work – prior approval, and groundwater well installation restriction as shown in Plate 4 and Exhibit 1. The LUC/ICs were confirmed by an on-site inspection and by the LUC/IC confirmation form signed by W. Vernon Gray, Commissioner of Aviation, GIA, on September 23, 2011. The 2011 LUC/IC confirmation results are provided in Exhibit 1. The LUC/IC confirmation form is provided in Appendix A.

2.6 Building 3 Drywell (DP011)

2.6.1 Site Description

Building 3 is located in the center of the former Griffiss AFB (Parcel AFRL-5) south of the Tank Farms 1 and 3 Source Removal Area (SRA) and northwest of the Building 20 AOC. Surface water drains to Six Mile Creek on the eastern side (drywell area) of the building and to Three Mile Creek on the western side. A drywell associated with the site was used to dispose of cleaning solvents, etching acids with metal salts, and paint thinners from 1960 to 1984 as stated in the RI (Law, December 1996). Building 3 was retained by the DOD and is currently a facility for the Air Force Research Laboratory (AFRL).

2.6.2 LUC/ICs

The LUC/ICs area at Building 3 is a drywell site located outside, on the southeastern side of the building. The LUC/ICs are provided in the Building 3 ROD. The ROD was issued by the Air Force in November 2004 and signed by the USEPA in March 2005. In summary, the ROD for Building 3 states that:

"Development and use of the entire Building 3 AOC property for residential housing, elementary and secondary schools, childcare facilities and playgrounds will be prohibited unless prior approval is received from the Air Force, USEPA, and NYSDEC."

"The owner or occupant of this site shall not extract, utilize, consume, or permit to be extracted, any water from the subsurface aquifer within the boundary of the site unless such owner or occupant obtains prior written approval from the NYSDOH."

2.6.3 LUC/IC Site Inspection Results

The above described LUC/ICs correspond with groundwater consumption – prior approval, adverse aquifer use prohibited, and land-use restriction – industrial/commercial/non-residential, as shown in Plate 3 and Exhibit 1. The LUC/ICs were confirmed by an on-site inspection and by the LUC/IC confirmation form signed by Calvin Sprague, Environmental and Occupational Health Manager, AFRL, on October 4, 2011. The 2011 LUC/IC confirmation results are provided in Exhibit 1. The LUC/IC confirmation form is provided in Appendix A.

2.7 Building 15 (SS065)

2.7.1 Site Description

Building 15 is located in the south central portion of the former Griffiss AFB. Prior to the construction of Building 15, the site was utilized as a waste storage yard. The site was formally part of Lot 69. Building 15 was constructed on the site in 1985 and was used as a service shop for fueling vehicles. Two OWSs and associated skim tank systems, four aboveground storage tanks (ASTs), and two underground storage tanks (USTs) were associated with Building 15.

2.7.2 LUC/ICs

A ROD is not required for the site as the site is addressed under the NYSDEC Petroleum Spills Program. The following summarizes the LUC/IC provided in the Revised Draft FOSET for Parcel F6B (AFRPA, June 2008). The LUC/ICs provided in the Revised Draft FOSET for Parcel F6B will be included in the deed for Parcel F6B.

"The transferee will be restricted from conducting any type of excavation, digging, drilling, utilization of groundwater, or other ground disturbing activity at the open spill sites without prior written Air Force approval and Air Force coordination with applicable federal and state regulatory agencies as necessary. Provisions will also be placed in the Deed to allow the Air Force, NYSDEC, and their representatives unrestricted access to the open spill sites to conduct investigations, cleanup or removal activities."

2.7.3 LUC/IC Site Inspection Results

The above described LUC/IC corresponds with soil/groundwater intrusive work – prior approval as shown in Plate 4 and Exhibit 1. The LUC/ICs were confirmed by an on-site inspection and by the LUC/IC confirmation forms signed by Lynn Harvey, Operations Manager, Birnie Bus, Services, Inc., on September 27, 2011. The 2011 LUC/IC confirmation results are provided in Exhibit 1 (Appendix A). The LUC/IC confirmation form is provided in Appendix A.

2.8 Building 20 Locomotive Round House (SS023)

2.8.1 Site Description

The Building 20 AOC is located in the southeastern central part of the former Griffiss AFB at the northeast corner of Otis Street and Ellsworth Road in Parcel F1. Building 20 is the Locomotive Roundhouse, which was used to store and service diesel locomotives. Lubricants and diesel locomotive parts were used and stored in the roundhouse, while polychlorinated biphenyl (PCB)-containing hydraulic fluids were used in the locomotives. The property is owned by the GLDC and leased to the Adirondack Scenic Railroad company for train maintenance.

2.8.2 LUC/ICs

The LUC/ICs provided in the deed for Parcel F1 correspond with the Building 20 ROD requirements. The ROD for Building 20 was issued by the Air Force in June 2001 and signed by the USEPA in September 2001. The ROD for Building 20 states that:

"The property will be designated for industrial/commercial use unless permission is obtained from the USEPA, NYSDEC, and the NYSDOH."

"The owner or occupant of the property shall not extract, utilize, consume, or permit to be extracted any water from the aquifer below the ground surface within the boundary of the property unless such owner or occupant obtains prior written approval from the NYSDOH."

2.8.3 LUC/IC Site Inspection Results

The above described LUC/ICs correspond with groundwater consumption – prior approval, land-use restriction – industrial/commercial/non-residential, land-use restriction – protect remedial operations, and soil/groundwater intrusive work – prior approval as shown in Plate 3 and Exhibit 1. The LUC/ICs were confirmed by an on-site inspection and by the LUC/IC confirmation form signed by Frank Sanzone, Facilities Operation Manager, GLDC, on September 21, 2011. The 2011 LUC/IC confirmation results are provided in Exhibit 1. The LUC/IC confirmation form is provided in Appendix A.

2.9 Building 101 (ST006)

2.9.1 Site Description

Building 101 Battery Acid Disposal Pit/Battery Acid Drainage Pit/Yellow Submarine UST is located south of Apron 3, in the central portion of the former Base. The LUC/ICs are within the boundary of Parcel F13, scheduled for transfer in 2012.

2.9.2 LUC/ICs

The ROD for Building 101 is scheduled for release in 2012. The Building 101 LUC/ICs provided in the Building 101 Lease Document (AFRPA, March 2003) are:

"The leased premises will be used only for non-residential, commercial and industrial purposes."

"The Lessee shall not install any new drinking wells or other wells in any location on the leased premises without the prior approval of the government."

"The Lessee shall not conduct any subsurface excavating, digging, drilling, or other disturbance of the surface at Building 101 without the prior written approval of the government."

2.9.3 LUC/IC Site Inspection Results

The above described LUC/IC corresponds with groundwater consumption – prior approval, adverse aquifer use prohibited, and land-use restriction – industrial/commercial/non-residential as shown in Plate 3 and Exhibit 1. The LUC/ICs were confirmed by an on-site inspection and by the LUC/IC confirmation form signed by Frank Sanzone, Facilities Operation Manager, GLDC, on September 21, 2011. The 2011 LUC/IC confirmation results are provided in Exhibit 1.

2.10 Building 112 (SS008)

2.10.1 Site Description

The former Building 112 is located in the center of the former Griffiss AFB (Parcel F5), near Tank Farms 1 and 3. It previously functioned as a High Power Laboratory and was demolished in late 2008. The site consisted of a drywell, a loading dock, and a PCB dump area. The loading dock and PCB dump area investigations indicated PCB contamination in sediment samples, subsurface soil samples and in bulk material samples during a 1982 investigation. Parcel F5 has been transferred.

2.10.2 LUC/ICs

The LUC/ICs provided in the Deed for Parcel F5 correspond with the Building 112 ROD requirements. The ROD for Building 112 was issued by the Air Force in June 2001 and signed by the USEPA in September 2001. The ROD for Building 112 states that:

"The property will be designated for industrial/ commercial use unless permission is obtained from the USEPA, NYSDEC, and the NYSDOH."

"The owner or occupant of this site shall not extract, utilize, consume, or permit to be extracted, any water from the subsurface aquifer within the boundary of the site unless such owner or occupant obtains prior written approval from the NYSDOH."

"The owner or occupant of the property is restricted from relocating soil in the area during any future construction activities. Soil below the clean fill must remain on site (and stay covered while stockpiled) and be covered by a minimum of 12 inches of clean fill."

2.10.3 LUC/IC Site Inspection Results

The above described LUC/ICs correspond with groundwater consumption – prior approval, adverse aquifer use prohibited, land-use restriction – industrial/commercial/non-residential, and subsurface soil relocation restriction as shown in Plate 3 and Exhibit 1. The LUC/ICs were confirmed by an on-site inspection and by the LUC/IC confirmation form signed by Frank Sanzone, Facilities Operation Manager, GLDC, on September 21, 2011. The 2011 LUC/IC confirmation results are provided in Exhibit 1. The LUC/IC confirmation form is provided in Appendix A.

2.11 Building 211 (DW-211)

2.11.1 Site Description

Building 211 is owned by the City of Rome and is used as a water supply building in the Tin City area. The building is located in Parcel F3A and has been transferred. The site is associated with one drywell. Site OTH-211 (DW-211) was a mercury spill from a broken manifold gauge in Building 211 in 1991. The site was remediated in 2000. A project to encapsulate the residual contaminated was completed in July 2002.

2.11.2 LUC/ICs

A ROD was not required because it was part of the AOI group and was closed during the PA/SI investigation period. LUC/ICs for the site, provided in the Parcel F3A deed, include:

"The grantee is notified in Exhibit E (deed) 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."

2.11.3 LUC/IC Site Inspection Results

The above described LUC/IC corresponds with protect closure/post-closure activities as shown in Plate 3 and Exhibit 1. The LUC/ICs at the site are valid and were confirmed through an on-site inspection conducted on August 17, 2011. The 2011 LUC/IC confirmation results are also provided in Exhibit 1.

2.12 Building 214 OWS (SD050)

2.12.1 Site Description

Building 214, a former vehicle maintenance shop is located in the west-central portion of the former Griffiss AFB in Parcel F3A. An UST, OWS, and two drywells are associated with this site. The UST reportedly overflowed due to a mechanical failure. The UST and OWS were removed in 1997. Surface water run-off in this area drains towards the Mohawk River using the base storm drainage system. Building 214 has been transferred and is owned by Roberts Office Interiors.

2.12.2 LUC/ICs

The LUC/ICs are provided in the deed for Parcel F3A which correspond with the Building 214 ROD requirements. The ROD for Building 214 was issued by the Air Force in September 1999 and signed by the USEPA in September 1999. The ROD for Building 214 states that:

"The property will be industrial use unless permission is obtained from the USEPA, NYSDEC, and NYSDOH."

"The owner or occupant of the property shall not extract, utilize, consume, or permit to be extracted, any water from the subsurface aquifer within the boundary of the property unless such owner or occupant obtains prior written approval from the NYSDOH."

2.12.3 LUC/IC Site Inspection Results

The above described LUC/ICs correspond with land-use restriction – industrial/commercial/non-residential, groundwater consumption – prior approval, adverse aquifer use prohibited, and soil/groundwater intrusive work – prior approval as shown in Plate 3 and Exhibit 1. The LUC/ICs were confirmed by an on-site inspection and by the LUC/IC confirmation form signed by Robert Angelicola, President, Roberts Office Interiors, on September 29, 2011. The 2011 LUC/IC confirmation results are provided in Exhibit 1. The LUC/IC confirmation form is provided in Appendix A.

2.13 Building 219 Drywell (DP015)

2.13.1 Site Description

Building 219, located in the west-central portion of the Griffiss AFB (Parcel F3A), was used as the Electrical Power Production Shop. Surface water run-off drains into the Mohawk River through the base storm drainage system. One drywell at the site was used for the disposal of liquid wastes (battery acid, glycol, floor wash-water) and reportedly located south of the building. The drywell was not detected during surface geophysical surveys performed in 1993 and 1994 during the RI. Building 219 has been transferred and is owned by Roberts Office Interiors.

2.13.2 LUC/ICs

The LUC/ICs are provided in the deed for Parcel F3A which correspond with the Building 219 ROD requirements. The ROD for Building 219 was issued by the Air Force in September 1999 and signed by the USEPA in September 1999. The ROD for Building 219 states that:

"The property will be industrial use unless permission is obtained from the USEPA, NYSDEC, and NYSDOH."

"The owner or occupant of the property shall not extract, utilize, consume, or permit to be extracted, any water from the subsurface aquifer within the boundary of the property unless such owner or occupant obtains prior written approval from the NYSDOH."

2.13.3 LUC/IC Site Inspection Results

The above described LUC/ICs correspond with land-use restriction – industrial/commercial/non-residential, groundwater consumption – prior approval, and adverse aquifer use prohibited as shown in Plate 3 and Exhibit 1. The LUC/ICs were confirmed by an on-site inspection and by the LUC/IC confirmation form signed by Robert Angelicola, President, Roberts Office Interiors, on September 29, 2011. The 2011 LUC/IC confirmation results are provided in Exhibit 1. The LUC/IC confirmation form is provided in Appendix A.

2.14 Building 222 BADP (DP022)

2.14.1 Site Description

Building 222 was formerly used as a truck maintenance facility and entomology laboratory and is located in the west-central portion of the former Griffiss AFB (Parcel F3A). A battery acid disposal pit (BADP), which was located inside the building in a truck bay area, is associated with Building 222. Building 222 has been transferred and is owned by Roberts Office Interiors.

2.14.2 LUC/ICs

The LUC/ICs are provided in the deed for Parcel F3A which correspond with the Building 222 ROD requirements. The ROD for Building 222 was issued by the Air Force in June 2001 and signed by the USEPA in September 2001. The ROD for Building 222 states that:

"The property will be industrial/ commercial use unless permission is obtained from the USEPA, NYSDEC, and NYSDOH."

"The owner or occupant of the property shall not extract, utilize, consume, or permit to be extracted, any water from the subsurface aquifer within the boundary of the property unless such owner or occupant obtains prior written approval from the NYSDOH."

2.14.3 LUC/IC Site Inspection Results

The above described LUC/ICs correspond with land-use restriction – industrial/commercial/non-residential, groundwater consumption – prior approval, and adverse aquifer use prohibited as shown in Plate 3 and Exhibit 1. The LUC/ICs were confirmed by an on-site inspection and by the LUC/IC confirmation form signed by Robert Angelicola, President, Roberts Office Interiors, on September 29, 2011. The 2011 LUC/IC confirmation results are provided in Exhibit 1. The LUC/IC confirmation form is provided in Appendix A.

2.15 Building 255 Drywells (DP013)

2.15.1 Site Description

The Building 255 site is located in the west-central portion (Parcel F3A) of the former Griffiss AFB. Building 255 was a former vehicle maintenance shop that included several drywells and is located in the area referred to as Tin City. Surface water drains into the base storm drainage system that flows to the Mohawk River. Building 255 was

demolished and the land has been transferred to the Oneida County Industrial Development Agency (OCIDA).

2.15.2 LUC/ICs

The LUC/ICs are provided in the deed for Parcel F3A which correspond with the Building 255 ROD requirements. The ROD for Building 255 was issued by the Air Force in June 2001 and signed by the USEPA in September 2001. The ROD for Building 255 states that:

"The property will be industrial/commercial use unless permission is obtained from the USEPA, NYSDEC, and NYSDOH."

"The owner or occupant of the property shall not extract, utilize, consume, or permit to be extracted, any water from the subsurface aquifer within the boundary of the property unless such owner or occupant obtains prior written approval from the NYSDOH."

2.15.3 LUC/IC Site Inspection Results

The above described LUC/ICs correspond with land-use restriction – industrial/commercial/non-residential, groundwater consumption – prior approval, and adverse aquifer use prohibited as shown in Plate 3 and Exhibit 1. The LUC/ICs were confirmed by an on-site inspection and by the LUC/IC confirmation form signed by Frank Sanzone, Facilities Operation Manager, GLDC, on September 21, 2011. The 2011 LUC/IC confirmation results are provided in Exhibit 1. The LUC/IC confirmation form is provided in Appendix A.

2.16 Building 301 Drywell (DP012)

2.16.1 Site Description

Building 301 is located on the south side of Brooks Road in the central portion (Parcel F6A) of the former Griffiss AFB. Building 301 formerly housed the Entomology Shop, which provided pest control for the base. A drywell was located in the grassy area at the south east corner of the building and south of an existing air conditioning unit. The drywell was reportedly a 4-foot square by 8-foot deep pit filled with stone and gravel. It was used from the 1940s through 1982 to dispose of small quantities of excess pesticides and rinse water from pesticide applications. The wastes were allowed to percolate into the permeable subsoil beneath the drywell. Surface water drains into the Mohawk River through the base storm drainage system.

2.16.2 LUC/ICs

The LUC/IC area is located outside of Building 301 (eastern side) in a former drywell area.

The LUC/ICs are provided in the deed for parcel F6A which correspond with the Building 301 ROD requirements. The ROD for Building 301 was issued by the Air Force in September 1999 and was signed by the USEPA in September 1999. The ROD for Building 301 states that:

"The property will be commercial/administrative use unless permission is obtained from the USEPA, NYSDEC, and NYSDOH."

"The owner or occupant of the property shall not extract, utilize, consume, or permit to be extracted, any water from the subsurface aquifer within the boundary of the property unless such owner or occupant obtains prior written approval from the NYSDOH."

2.16.3 LUC/IC Site Inspection Results

The above described LUC/ICs are associated with groundwater consumption – prior approval, adverse aquifer use prohibited, and land-use restriction – commercial/administrative/non-residential, as shown in Plate 3 and Exhibit 1. The LUC/ICs were confirmed by an on-site inspection and by the LUC/IC confirmation form signed by Frank Sanzone, Facilities Operation Manager, GLDC, on September 21, 2011. The 2011 LUC/IC confirmation results are provided in Exhibit 1. The LUC/IC confirmation form is provided in Appendix A. Building 301 was demolished in 2010 and new construction of a commercial building is ongoing. The building demolition and construction has not impacted groundwater at the site.

2.17 Building 775/Pumphouse 3 (SD052)

2.17.1 Site Description

The Building 775 plume is located downgradient to the south of former maintenance facilities in Building 774 and 776, and former fuel pump house Building 775. Although the source has not been identified, solvent use in Building 774 was thought to be a primary source of trichloroethylene (TCE) contamination. Solvent use was widespread in these facilities in the 1950s, 1960s and early 1970s. This contamination is being remediated under the On-base Groundwater program, SD052. The LUC/IC area is located in Parcels F2, F4B, F6B, and F11B. Parcels F2 and F4B have been transferred and parcels F6B and F11B are projected for transfer in 2012.

2.17.2 LUC/ICs

The ROD for SD052, Building 775 Operable Unit was issued by the Air Force in December 2008 and signed by the USEPA in March 2009. In summary, the ROD for SD-52, Building 775 Operable Unit states that:

"Development and use of the entire SD-52, Building 775 Operable Unit AOC property for residential housing, elementary and secondary schools, childcare facilities and playgrounds will be prohibited unless prior approval is received from the Air Force, USEPA, and NYSDEC."

"The owner or occupant of this site shall not extract, utilize, consume, or permit others to extract, utilize, or consume any water from the subsurface aquifer within the boundary of the site unless such owner or occupant obtains prior written approval from the NYSDOH."

"The owner or occupant of this site will not engage in any activities that will disrupt required remedial investigation, remedial actions, and oversight activities, should any be required."

"The owner or occupant of this site will restrict access to and prohibit contact with all subsurface soils and groundwater at or below the groundwater interface at this AOC until cleanup goals are achieved and have been confirmed through sample results."

"The owner or occupant of this site shall provide the Air Force with 60 days advance notice of any proposed alterations that will involve excavating in and/or disturbing soil and/or groundwater and shall not proceed with any such proposed alterations until it has received written notice from the Air Force that the alterations are acceptable to the Air Force, USEPA, and NYSDEC."

2.17.3 LUC/IC Site Inspection Results

The above described LUC/IC corresponds with soil/groundwater intrusive work – prior approval, adverse aquifer use prohibited, and land-use restriction – protect remedial operations as shown in Plate 4 and Exhibit 1. The LUC/ICs were confirmed by an on-site inspection and by the LUC/IC confirmation form signed by Frank Sanzone, Facilities Operation Manager, GLDC, on September 21, 2011. The 2011 LUC/IC confirmation results are provided in Exhibit 1. The LUC/IC confirmation form is provided in Appendix A.

2.18 Building 781 (SS054)

2.18.1 Site Description

Building 781 contained the former Pumphouse 1 (a 30-ft by 46-ft, one-story building), four 50,000-gallon USTs used for jet fuel storage, and one 2,000-gallon UST used for storing waste jet fuel and separator water. Building 781 was built between 1956 and 1958. Usage was discontinued in 1988 and the USTs were pumped dry and cleaned out between July 1988 and August 1989. NYSDEC Spill #9202658 was assigned to the site in 1992. Building 781 and the associated USTs were demolished and removed in May 1995. The LUC/ICs area is located in Parcels F2, F4A, and F4B. All three parcels have been transferred.

2.18.2 LUC/ICs

The Building 781 site does not require a ROD and is covered under the NYSDEC Spill Program. The Building 781 site is located within the boundaries of Parcel F2, F4A, and F4B. These parcels have been transferred.

LUC/ICs at the site provided in the deed for Parcel F2, include:

"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."

"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 on the property unless the groundwater has been tested and found to meet all applicable standards and the grantee first obtains the prior written approval from 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 cost of studies, analysis or remediation, without any cost whatsoever to the grantor."

LUC/ICs at the site provided in the deed for Parcel F4A/F12A, include:

"The grantee shall be prohibited from accessing or otherwise disturbing or causing exposure to the subsurface soils."

"The grantee is prohibited from extraction, utilization or consumption of any water from the aquifer below the surface of the ground within the property unless the groundwater has been tested and found to meet all applicable standards and such the owner obtains the prior written approval from the NYSDOH."

LUC/ICs at the Building 781 site, provided in the deed for Parcel F4B, include:

"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 such remedies."

"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 on the property unless the groundwater has been tested and found to meet all applicable standards and the grantee first obtains the prior written approval from 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 cost of studies, analysis or remediation, without any cost whatsoever to the grantor."

2.18.3 LUC/IC Site Inspection Results

The above described LUC/IC corresponds with soil/groundwater intrusive work – prior approval as shown in Plate 4 and Exhibit 1. The LUC/ICs were confirmed by an on-site inspection and by the LUC/IC confirmation form signed by Frank Sanzone, Facilities Operation Manager, GLDC, on September 21, 2011. The 2011 LUC/IC confirmation results are provided in Exhibit 1. The LUC/IC confirmation form is provided in Appendix A.

2.19 Building 786 (SS066)

2.19.1 Site Description

Building 786 (Nose Dock 5) is located in the southwest corner of Apron 2 and once housed the Aerospace Ground Equipment Shop (Parcel F6B). Two open NYSDEC spill

numbers are associated with areas at the Building 786 site. Spill #8910168, assigned in 1990, is associated with the discovery of subsurface contamination and is attributed to the former JP-4 jet fuel pipeline. Spill #9713631, assigned in 1998, is associated with Apron 2 spills, which are generally located to the south and east of Building 786. The Building 786 site was formerly listed as an AOC (NYSDEC spill #8910167). This spill number was closed in October 2002 and the USEPA and NYSDEC deleted the AOC from the Federal Facilities Agreement (FFA) on November 18, 2002 and November 25, 2002, respectively. The parcel is projected for transfer in 2012.

2.19.2 LUC/ICs

The Building 786 site does not require a ROD and is covered under the NYSDEC Spill Program. The following LUC/IC is provided in the Revised Draft FOSET for Parcel F6B (AFRPA, June 2011) and will be included in the Parcel F6B deed.

"The transferee will be restricted from conducting any type of excavation, digging, drilling, utilization of groundwater, or other ground disturbing activity at the open spill sites."

2.19.3 LUC/IC Site Inspection Results

The above described LUC/IC corresponds with soil/groundwater intrusive work – prior approval as shown in Plate 4 and Exhibit 1. The LUC/ICs were confirmed by an on-site inspection and by the LUC/IC confirmation form signed by W. Vernon Gray, Commissioner of Aviation, GIA, on September 23, 2011. The 2011 LUC/IC confirmation results are provided in Exhibit 1. The LUC/IC confirmation form is provided in Appendix A.

2.20 Building 789 (SS067)

2.20.1 Site Description

The former Building 789 is located in the southeast portion of the former base in Parcel F4A/F12A. Building 789 was used as a missile assembly shop from 1942 through 1961. From 1961 through 1983, the building was used as a base supply and equipment warehouse. In 1983, it was converted to the 416th maintenance squadron equipment maintenance shop and remained so until the building was decommissioned in 1989. Parcel F4A/F12A has been transferred.

NYSDEC Spill #9713631 is associated with the former Type II Jet Fuel Pipeline System located at Apron 2. PEER Consultants, P.C. completed the deactivation and closure of the Apron 2 Type II Jet Fuel System in 1996.

2.20.2 LUC/ICs

The Building 789 site does not require a ROD and is covered under the NYSDEC Spill Program. The Building 789 LUC/IC is, provided in the Deed for Parcel F4A/F12A:

"The grantee shall be prohibited from accessing or otherwise disturbing or causing exposure to the subsurface soils."

"The grantee is prohibited from extraction, utilization or consumption of any water from the aquifer below the surface of the ground within the property unless the groundwater has been tested and found to meet all applicable standards and such the owner obtains the prior written approval from the NYSDOH."

2.20.3 LUC/IC Site Inspection Results

The above described LUC/IC corresponds with soil/groundwater intrusive work – prior approval as shown in Plate 4 and Exhibit 1. The LUC/ICs were confirmed by an on-site inspection and by the LUC/IC confirmation form signed by Frank Sanzone, Facilities Operation Manager, GLDC, on September 21, 2011. The 2011 LUC/IC confirmation results are provided in Exhibit 1. The LUC/IC confirmation form is provided in Appendix A.

2.21 Building 817/WSA (SD052)

2.21.1 Site Description

The Building 817/WSA site is located on the north side of the main runway between Building 817 and the culverted section of Six Mile Creek south of the former WSA. The site is within the boundaries of Parcel A5 and F10B and contains IRP SD052. Building 817 was once used for electronics parts maintenance, and TCE and perchloroethene (PCE) were solvents used in small quantities at this location. This property is projected to be transferred in 2012.

2.21.2 LUC/ICs

The ROD for SD052, Building 817/WSA Operable Unit was issued by the Air Force in December 2008 and signed by the USEPA in March 2009. In summary, the ROD for SD-52, Building 817/WSA Operable Unit states that:

"Development and use of the entire SD-52, Building 817/WSA Operable Unit property for residential housing, elementary and secondary schools, childcare facilities, and playgrounds will be prohibited unless prior approval is received from the Air Force, USEPA, and NYSDEC."

"The owner or occupant of this site shall not extract, utilize, consume, or permit others to extract, utilize, or consume any water from the subsurface aquifer within the boundary of the site unless such owner or occupant obtains prior written approval from the NYSDOH."

"The owner or occupant of this site will not engage in any activities that will disrupt required remedial investigation, remedial actions, and oversight activities, should any be required."

"The owner or occupant of this site will restrict access to and prohibit contact with all subsurface soils and groundwater at or below the groundwater interface at this AOC until cleanup goals are achieved and have been confirmed through sample results."

2.21.3 LUC/IC Site Inspection Results

The above described LUC/IC corresponds with soil/groundwater intrusive work – prior approval, groundwater well installation restriction, and land-use restriction – protect remedial operations as shown in Plate 2 and Exhibit 1. The LUC/ICs were confirmed by an on-site inspection and by the LUC/IC confirmation form signed by W. Vernon Gray, Commissioner of Aviation, GIA, on September 23, 2011 and by the LUC/IC confirmation form signed by Frank Sanzone, Facilities Operation Manager, GLDC, on September 21, 2011. The 2011 LUC/IC confirmation results are provided in Exhibit 1. The LUC/IC confirmation forms are provided in Appendix A.

2.22 Building 7001 (SS068)

2.22.1 Site Description

The former Building 7001 was located in the southwestern corner of Apron 2 (Parcel F6B). The site was associated with a former vehicle fueling station at the southwest end of Apron 2. NYSDEC Spill #9706957 is associated with USTs 7001-3, -4, and -5, and was assigned to the site after the tank excavation activities in 1997. Parcel F6B is projected for transfer in 2012.

2.22.2 LUC/ICs

The Building 7001 site does not require a ROD and is covered under the NYSDEC Spill Program. The LUC/IC for this site is provided in the Revised Draft FOSET for Parcel F6B (AFRPA, June 2011) and will be included in the Parcel F6B deed.

"The transferee will be restricted from conducting any type of excavation, digging, drilling, utilization of groundwater, or other ground disturbing activity at the open spill sites."

2.22.3 LUC/IC Site Inspection Results

he above described LUC/IC corresponds with soil/groundwater intrusive work – prior approval as shown in Plate 4 and Exhibit 1. The LUC/ICs were confirmed by an on-site inspection and by the LUC/IC confirmation form signed by W. Vernon Gray, Commissioner of Aviation, GIA, on September 23, 2011. The 2011 LUC/IC confirmation results are provided in Exhibit 1. The LUC/IC confirmation form is provided in Appendix A.

2.23 Bulk Fuel Storage Area (SS069)

2.23.1 Site Description

The Bulk Fuel Storage Area (BFSA) is located at the extreme southern part of the former Griffiss AFB in Parcels F9 and F14. The site was constructed in 1959 and consisted of three former 630,000-gallon steel ASTs (653, 655, and 657) each surrounded by a secondary containment dike. A pump house (Building 654), a truck fill station and a tanker unloading system were also part of the site. The BFSA was used for supplying jet fuel to the Apron 1 and 2 aircraft fueling systems. Parcel F9 was transferred in 2000 and Parcel F14 was transferred in 2011.

Currently, three NYSDEC spill numbers are open at the BFSA. NYSDEC Spill #9507364 was issued in 1995 when a black viscous liquid-phase petroleum product was observed at monitoring well MWBCF-3 which is associated with the Sears Oil Company Property. NYSDEC Spill #9810949 was issued in 1998 when 30,650 square feet of contaminated soil was reported at the BFSA. The contaminated soil area was estimated to correspond to approximately 10,000 cubic yards. NYSDEC Spill #0009824 was issued in 2000 and is associated with the low point drains connecting the inlet and outlet pipelines of AST 653, 655, and 657.

2.23.2 LUC/ICs

A ROD for the BFSA is dated April 2002. The ROD covers the western portion of the site associated with IRP ST004. The remedy was no further action with groundwater restrictions. A ROD is not required for the portion of the BFSA in Parcel F14. The site is covered under the NYSDEC Spill Program. The LUC/IC (presented below) at the BFSA is provided in the Parcel F9 deed and was also implemented through the NYSDEC Spill Program.

"The grantee covenants that it will not allow construction activities in the subsurface soils or groundwater at the BFSA site."

LUC/ICs included in the Parcel F14 deed are:

"The Grantee covenants and agrees not to conduct, or allow others to conduct, any type of excavating, digging, drilling, utilization of groundwater, or other ground disturbing at the open petroleum spill sites on the property."

"The Grantee covenants and agrees that it will not use, or allow others to use, the Property for residential purposes (including mobile or modular homes), hospitals for human care, public or private schools for persons under 18 years of age, nursery schools, or day care centers for children."

"The Grantee covenants and agrees for itself and any of its agents, representatives, contractors, or lessees that it will not construct any well on the property or extract/pump groundwater from beneath the Property for any purposes other than monitoring or remediation."

"The Grantee covenants and agrees that it will not conduct, or allow others to conduct, any activities that would cause disturbance of, or limit access to, any wells, equipment or treatment or monitoring systems associated with the remediation activities at NYSDEC Spill # 0009824 remediation site."

"Oil/Water Separators (OWSs): The Grantee covenants and agrees that it will not conduct any types of excavation, digging, drilling, utilization of groundwater, or other ground disturbing activity at the non-CERCLA petroleum spill sites OWS-6378, without prior written Air Force approval and Air Force coordination with applicable federal and state regulatory agencies as necessary or until site/spill closure has been obtained."

2.23.3 LUC/IC Site Inspection Results

The above described LUC/IC corresponds with soil/groundwater intrusive work – prior approval land-use restriction – industrial/commercial/non-residential, land-use restriction – protect remedial operations as shown in Plate 3 and Exhibit 1. The LUC/ICs were confirmed by an on-site inspection conducted on August 15, 2011. The 2011 LUC/IC confirmation results are provided in Exhibit 1. A LUC/IC confirmation form will be submitted to the new BFSA (Parcel F14) owner/occupant for the 2012 LUC/IC site inspections.

2.24 Coal Yard Storage Area (SS033)

2.24.1 Site Description

Coal Storage Yard Area, SS-33, is located across Ellsworth Road from the CHP in Parcel F6B and Parcel CHP. Parcel CHP has been transferred and Parcel F6B is projected for transfer in 2012.

2.24.2 LUC/ICs

The ROD for SS033 is scheduled for release in 2012.

LUC/ICs for SS033 from Final Proposed Plan for the Coal Yard Storage Area (March 2011), presented below, will be included in the Parcel F6B deed.

"Development and use of the areas (within site boundaries) for residential housing, elementary and secondary schools, and childcare facilities and playgrounds will be prohibited unless prior approval is received from the Air Force, EPA, and NYSDEC."

"The owner or occupant of the property shall not extract, utilize, consume, or permit to be extracted, any water from the subsurface aquifer within the boundary of the site unless such owner or occupant obtains prior written approval from the New York State Department of Health."

"The owner or operator will restrict the relocation of contaminated soils greater than 1 foot bgs within the subsurface soil relocation restricted area from being placed outside the restricted area boundaries. If the contaminated soil greater than 1 foot bgs is to be excavated, it must remain on site, stay covered if stockpiled, and covered by a minimum of 1 foot of clean fill once it is returned to the ground. Prior to any digging within the soil restricted area boundary, the owner/operator will notify all workers performing such work of these restrictions. The owner/operator will notify the Air Force of any digging activities that take place within the restricted area."

"The owner or operator will restrict the relocation of contaminated soil below the geotexile fabric located in the subsurface of the former "Rainbow Creek". If soil is disturbed below the fabric, it will remain on site covered while stockpiled and will return to the ground with a geotexile fabric cover and covered with a minimum of 12-inches of clean soil."

2.24.3 LUC/IC Site Inspection Results

The above described LUC/IC corresponds with land-use restriction – industrial/commercial/non-residential, adverse aquifer use prohibited, groundwater consumption – prior approval, and subsurface soil relocation restriction as shown in Plate 4 and Exhibit 1. The LUC/ICs were confirmed by an on-site inspection and by the LUC/IC confirmation forms signed by Lynn Harvey, Operations Manager, Birnie Bus, Services, Inc., on September 27, 2011 and by Daniel Sanders, Manager/Plant Engineer, GUSC on September 26, 2011. The 2011 LUC/IC confirmation results are provided in Exhibit 1. The LUC/IC confirmation forms are provided in Appendix A.

2.25 Electrical Power Substation (SS044)

2.25.1 Site Description

The Electrical Power Substation (EPS) is located on Ellsworth Road in the center of the former Griffiss AFB (primarily in Parcel EPS and partially in Parcel F2). Surface water discharges into Three Mile Creek. Parcels F2 and EPS have been transferred.

2.25.2 LUC/ICs

The LUC/ICs are provided in the EPS ROD. The ROD for the EPS was issued by the Air Force in November 2004 and signed by the USEPA in March 2005. The ROD for the EPS states that:

"Development and use of the EPS AOC (within the site boundary) for residential housing, elementary and secondary schools, childcare facilities and playgrounds will be prohibited unless prior approval is received from the Air Force, USEPA, and NYSDEC."

"The area within the fence line will be designated for use as a restricted access electrical substation."

"The owner or occupant of the property shall not extract, utilize, consume, or permit to be extracted, any water from the subsurface aquifer within the boundary of the site unless such owner or occupant obtains prior written approval from the NYSDOH."

"Within the site boundary, the owner or operator will restrict the relocation of the contaminated soils below 1 foot of the surface from being placed outside the site boundaries. If the contaminated soil below 1 foot of the surface is to be excavated, it must remain on site, stay covered if stockpiled, and covered by a minimum of 1 foot of clean fill once it is returned to the ground. Prior to any digging within the site boundary, the owner/operator will notify the Air Force of any digging activities that take place within the restricted area. The Air Force will, in turn, include any such notifications received from the owner/operator as part of the monitoring reports."

2.25.3 LUC/IC Site Inspection Results

The above described LUC/ICs correspond with subsurface soil relocation restriction, annual inspection/reporting to the USEPA and NYSDEC, land-use restriction – electrical power substation, groundwater intrusive work – prior approval, land-use restriction – industrial/ commercial/ non-residential, and groundwater consumption – prior approval as shown in Plate 3 and Exhibit 1. The LUC/ICs were confirmed by an on-site inspection

and by the LUC/IC confirmation forms signed by Daniel Sanders, Manager/Plant Engineer, GUSC on September 26, 2011. The 2011 LUC/IC confirmation results are provided in Exhibit 1. The LUC/IC confirmation forms are provided in Appendix A.

2.26 Fire Demonstration Area (SS024)

2.26.1 Site Description

The Fire Demonstration Area (FDA) AOC is located north of Buildings 101 and 100, between Taxiways 17 and Apron 3 in Parcel A1A. Surface water run-off discharges into the Mohawk River. The FDA was used from 1974 to 1992 for fire demonstrations. From 1974 to 1987, fuels and other flammable materials were ignited on bare ground and from 1987 to its closure in 1992, fuels were ignited in a metal trough. Parcel A1A has been transferred and the FDA is a vacant area near Building 100.

2.26.2 LUC/ICs

The LUC/ICs provided in the deed for Parcel A1A correspond with the FDA ROD requirements. The ROD for the FDA was issued by the Air Force in September 1999 and signed by the USEPA in September 1999. The ROD for the FDA states that:

"The property will be industrial use unless permission is obtained from the USEPA, NYSDEC, and the NYSDOH."

"The owner or occupant of the property shall not extract, utilize, consume, or permit to be extracted, any water from the aquifer below the ground surface within the boundary of the property unless such owner or occupant obtains prior written approval from the NYSDOH."

2.26.3 LUC/IC Site Inspection Results

The above described LUC/ICs correspond with groundwater consumption – prior approval, groundwater well installation restriction, and land-use restriction – protect remedial operations as shown in Plate 1 and Exhibit 1. The LUC/ICs were confirmed by an on-site inspection and by the LUC/IC confirmation form signed by W. Vernon Gray, Commissioner of Aviation, GIA, on September 23, 2011. The 2011 LUC/IC confirmation results are provided in Exhibit 1. The LUC/IC confirmation form is provided in Appendix A.

2.27 Fire Protection Training Area (FT030)

2.27.1 Site Description

The Fire Protection Training Area, Area of Concern (FPTA AOC FT030) was the fire-training activities area in Parcel A3. The simulated fires at the area used petroleum fuels and, before 1985, the training occurred on bare soil. The FPTA was constructed in 1985 in two separate areas; one for structural fire simulations and one for aircraft fire simulations. The aircraft fire simulation area consisted of an airplane mockup and a concrete basin. In 1995, NYSDEC assigned Spill #9510187 to the FPTA AOC after an overfilling event of OWS 6365-2, causing UST 6365-2 to release 3,000 gallons of jet fuel to the ground surface at the FPTA AOC. This spill number is closed pending the bioremediation of the contaminated soils excavated from the OWS site. NYSDEC Spill

#9510184 was assigned to the FPTA AOC in 1995. NYSDEC Spill #9510184 was assigned due to multiple spills at the area throughout its history. This property (Parcel A3) was transferred in 2011.

2.27.2 LUC/ICs

The ROD for the FPTA was issued by the Air Force in September 2010 and signed by the USEPA in September 2010. The ROD for the FPTA states that:

"The future landowners will be required, through the property deed to evaluate Soil Vapor Intrusion (SVI) potential if construction occurs at the AOC in the future."

2.27.3 LUC/IC Site Inspection Results

The above described LUC/IC corresponds with SVI evaluation prior to site construction as shown in Plate 1 and Exhibit 1. The LUC/ICs were confirmed by an on-site inspection and by the LUC/IC confirmation form signed by W. Vernon Gray, Commissioner of Aviation, GIA, on September 23, 2011. The 2011 LUC/IC confirmation results are provided in Exhibit 1. The LUC/IC confirmation form is provided in Appendix A.

2.28 Landfill 1 (LF001)

2.28.1 Site Description

Landfill 1, approximately 22 acres in size, is located in the northeastern portion of the former Griffiss AFB on the south side of the installation boundary, with regulated wetlands and a tributary of Six Mile Creek on the east side, Six Mile Creek and regulated wetlands on the west side, and woodlands on the south side. Landfill 1 is located in Parcel F10C which was transferred in 2011.

2.28.2 LUC/ICs

The LUC/ICs provided in the closure plan for Landfill 1 correspond with the Landfill 1 ROD requirements. The ROD for Landfill 1 AOC was issued by the Air Force in February 2000 and signed by the USEPA in June 2000. Based on the previous investigations and environmental conditions at the site the LUC/IC components of the selected remedy for the Landfill 1 AOC consisted of the following actions:

"Implementation of institutional controls in the form of deed restrictions on the main landfill boundary and the contaminated groundwater plume area to prevent the exposure to the contaminated landfill mass and groundwater."

"Maintenance of the impermeable cover."

2.28.3 LUC/IC Site Inspection Results

The actions listed above that describe LUC/ICs correspond with groundwater consumption - prior approval, adverse aquifer use prohibited, protect closure/post-closure activities, groundwater intrusive work – prior approval, land-use restriction – protect remedial operations, landfill fencing/ signage, and annual inspection/reporting to USEPA and NYSDEC as shown in Plate 1 and Exhibit 1. The LUC/ICs were confirmed by an on-

site inspection conducted on August 18, 2011. The 2011 LUC/IC confirmation results are provided in Exhibit 1.

2.29 Landfill 2/3 (LF002)

2.29.1 Site Description

Landfill 2/3, approximately 13 acres in size, is located near the east-central boundary of the former Griffiss AFB east of Perimeter Road. Landfill 2/3 is bounded by the installation boundary on the north, east, and south sides; areas to the west, southwest, and northeast have been identified as wetlands. Surface water runoff from the Landfill drains into wetlands surrounding the landfill and eventually into Six Mile Creek. Groundwater flows southwest towards Six Mile Creek. Landfill 2/3 is located in Parcel A6 which was transferred in 2008.

2.29.2 LUC/ICs

The LUC/ICs provided in the deed for Parcel A6 correspond with the Landfill 2/3 ROD requirements. The ROD for Landfill 2/3 AOC was issued by the Air Force in March 2000 and signed by the USEPA in June 2000. Based on the previous investigations and environmental conditions at the site, the LUC/IC components of the selected remedy for the Landfill 2/3 AOC consisted of the following actions:

"Maintenance of the impermeable cover."

"Implementation of institutional controls in the form of deed restrictions on the main landfill boundary to prohibit inappropriate use of the area and groundwater and to ensure the soil cover is not damaged and the area is maintained as a landfill."

2.29.3 LUC/IC Site Inspection Results

The actions listed above that describe LUC/ICs correspond with groundwater consumption – prior approval, adverse aquifer use prohibited, protect closure/post-closure activities, groundwater intrusive work – prior approval, land-use restriction – protect remedial operations, landfill fencing/ signage, and annual inspection/reporting to USEPA and NYSDEC as shown in Plate 4 and Exhibit 1. The LUC/ICs were confirmed by an on-site inspection conducted on August 18, 2011. The 2011 LUC/IC confirmation results are provided in Exhibit 1.

2.30 Landfill 5 (LF007)

2.30.1 Site Description

Landfill 5, approximately four acres in size, is located in the south-central portion of the former Base, south of Patrick Square, immediately southwest of the unpaved access road and east of Three Mile Creek. The sources of potential contamination at Landfill 5 consist of domestic wastes that were disposed of in the subsurface at the site. The property is scheduled to be transferred in 2012.

2.30.2 LUC/ICs

The LUC/ICs provided in the closure plan for Landfill 5 correspond with the Landfill 5 ROD requirements. The ROD for Landfill 5 was issued by the Air Force in March 2000 and signed by the USEPA in June 2000. Based on the previous investigations and environmental conditions at the site, the LUC/IC components of the selected remedy for Landfill 5 AOC consisted of the following actions:
"Maintenance of the impermeable cover."

"Implementation of institutional controls in the form of deed restrictions on the main landfill boundary to prohibit inappropriate use of the area and groundwater, and to ensure the soil cover is not damaged and the area is maintained as a landfill."

2.30.3 LUC/IC Site Inspection Results

The actions listed above that describe LUC/ICs correspond with groundwater consumption – prior approval, adverse aquifer use prohibited, protect closure/post-closure activities, groundwater intrusive work – prior approval, land-use restriction – protect remedial operations, landfill fencing/ signage, annual inspection/reporting to USEPA and NYSDEC, and 5-year review as shown in Plate 3 and Exhibit 1. The LUC/ICs were confirmed by an on-site inspection conducted on August 18, 2011. The 2011 LUC/IC confirmation results are provided in Exhibit 1.

2.31 Landfill 6 (LF009) and Landfill 6 TCE (SD052)

2.31.1 Site Description

Landfill 6, approximately 16 acres in size, was operational as an unlined landfill located between Perimeter Road and Three Mile Creek from 1955 to 1959 for the disposal of hardfill and general refuse. Landfill 6 was initially capped in 1986. Groundwater flow in the vicinity of the landfill is toward Three Mile Creek. In the 1980s, it was reported that an unknown volume of fuel-contaminated soils from the Tank Farms 1 and 3 excavations were disposed of at Landfill 6. TCE contamination is also present in groundwater at this site. This contamination is included in the On-base Groundwater program, SD052. The ROD for Landfill 6 TCE (SD052) was released in December 2008 after the 2008 inspections were performed. The property is scheduled to be transferred in 2012.

2.31.2 LUC/ICs

The LUC/ICs provided in the closure plan for Landfill 6 correspond with the Landfill 6 ROD requirements. The ROD for Landfill 6 was issued by the Air Force in February 2001 and signed by the USEPA in June 2001. Based on the previous investigations and environmental conditions at the site, the LUC/IC components of the selected remedy for Landfill 6 consisted of the following actions:

"Maintenance of the impermeable cover."

"Implementation of institutional controls in the form of deed restrictions on the main landfill boundary to prohibit inappropriate use of the area and groundwater, and to ensure the soil cover is not damaged and the area is maintained as a landfill."

The ROD for SD052, Landfill 6 Operable Unit was issued by the Air Force in December 2008 and signed by the USEPA in March 2009. In summary, the ROD for SD052, Landfill 6 Operable Unit states that:

"Development and use of the entire SD052, Landfill 6 Operable Unit AOC property for residential housing, elementary and secondary schools, childcare facilities, and playgrounds will be prohibited unless prior approval is received from the Air Force, USEPA, and NYSDEC."

"The owner or occupant of this site shall not extract, utilize, consume, or permit others to extract, utilize, or consume any water from the subsurface aquifer within the boundary of the site unless such owner or occupant obtains prior written approval from the NYSDOH."

"The owner or occupant of this site will not engage in any activities that will disrupt required remedial investigation, remedial actions, and oversight activities, should any be required."

"The owner or occupant of this site will restrict access to and prohibit contact with all subsurface soils and groundwater at or below the groundwater interface at this AOC until cleanup goals are achieved and have been confirmed through sample results."

"Intrusive work or other activities that impact the effectiveness of the landfill closure and post-closure activities will not be allowed within the restricted landfill boundary."

"Posting of notices and signs to minimize the interference with the landfill closure and post-closure activities."

2.31.3 LUC/IC Site Inspection Results

The actions listed above that describe LUC/ICs correspond with groundwater consumption – prior approval, adverse aquifer use prohibited, protect closure/post-closure activities, groundwater intrusive work – prior approval, land-use restriction – protect remedial operations, landfill fencing/ signage, annual inspection/reporting to USEPA and NYSDEC, soil/groundwater intrusive work – prior approval, and groundwater well installation restriction as shown in Plate 4 and Exhibit 1. The LUC/ICs were confirmed by an on-site inspection conducted on August 18, 2011. The 2011 LUC/IC confirmation results are provided in Exhibit 1

2.32 Landfill 7 (LF003)

2.32.1 Site Description

Landfill 7, approximately 11 acres in size, is located northeast of Runway 15/33. The sources of potential contamination at Landfill 7 consist of domestic refuse and solid waste, liquid wastes, petroleum products, and miscellaneous Base operations waste (such as airplane parts). The landfill was active from 1950 to 1954. Landfill 7 is located in Parcel A6 which was transferred in 2008 to the OCIDA.

2.32.2 LUC/ICs

The LUC/ICs provided in the closure plan for Landfill 7 correspond with the Landfill 7 ROD requirements. The ROD for Landfill 7 was issued by the Air Force in March 2000 and signed by the USEPA in June 2000. Based on the previous investigations and environmental conditions at the site, the LUC/IC components of the selected remedy for Landfill 7 consisted of the following actions:

"Maintenance of the impermeable cover."

"Implementation of institutional controls in the form of deed restrictions on the main landfill boundary to prohibit inappropriate use of the area and groundwater, and to ensure the soil cover is not damaged and the area is maintained as a landfill."

2.32.3 LUC/IC Site Inspection Results

The actions listed above that describe LUC/ICs correspond with groundwater consumption – prior approval, adverse aquifer use prohibited, protect closure/post-closure activities, groundwater intrusive work – prior approval, land-use restriction – protect remedial operations, landfill fencing/ signage, and annual inspection/reporting to USEPA and NYSDEC as shown in Plate 4 and Exhibit 1. The LUC/ICs were confirmed through an on-site inspection conducted on August 18, 2011. The 2011 LUC/IC confirmation results are provided in Exhibit 1.

2.33 Lot 69 Hazardous Waste Storage Area (SS017)

2.33.1 Site Description

The Lot 69 AOC is located along the north side of Ellsworth Road (Parcel F1 and F6B). From 1965 to 1982, Lot 69 was an unfenced interim storage area for containers of liquid and solid hazardous wastes generated at Griffiss AFB. Portions of Lot 69 in Parcel F1 are owned by Birnie Bus Services, Inc. and the property in Parcel F6B is projected for transfer from the Air Force in 2012. The property is used for vehicle parking and maintenance.

2.33.2 LUC/ICs

The LUC/ICs provided deed for Parcel F1 and FOSET for F6B correspond with the ROD requirements for Lot 69. The LUC/ICs from the Revised Draft FOSET for Parcel F6B will be included in the deed. The ROD for Lot 69 was issued by the Air Force in November 2004 and signed by the USEPA in March 2005. The ROD for Lot 69 states that:

"Development and use of the entire Lot 69 AOC property for residential housing, elementary and secondary schools, childcare facilities and playgrounds will be prohibited unless prior approval is received from the Air Force, USEPA, and NYSDEC."

"The owner or occupant of this site shall not extract, utilize, consume, or permit to be extracted, any water from the subsurface aquifer within the boundary of the site unless such owner or occupant obtains prior written approval from the NYSDOH."

2.33.3 LUC/IC Site Inspection Results

The above described LUC/ICs correspond with groundwater consumption – prior approval, land-use restriction – industrial/commercial/non-residential, and land-use restriction – protect remedial operations as shown in Plate 3 and Exhibit 1. The LUC/ICs were confirmed by an on-site inspection and by the LUC/IC confirmation forms signed by Lynn Harvey, Operations Manager, Birnie Bus, Services, Inc., on September 27, 2011. The 2011 LUC/IC confirmation results are provided in Exhibit 1. The LUC/IC confirmation form is provided in Appendix A.

2.34 Site T-9 (SS025)

2.34.1 Site Description

Site T-9 is located near the east-central portion of former Griffiss AFB, at the intersection between Brooks Road and Selfridge Street, and covers about 30,000 square feet (Parcel F1). The site was used for parking heavy equipment and storing herbicides and petroleum-based paving products. NYSDEC Spill #9702173 was assigned to the former location of AST-009-2 and -3 due to contaminated soil identified during a site assessment conducted by PEER in the fall of 1996. The site has been transferred and NYSDEC Spill #9702173 was closed in 2004.

2.34.2 LUC/ICs

The LUC/ICs provided in the deed for Parcel F1 correspond with the Site T-9 ROD requirements. The ROD for Site T-9 was issued by the Air Force in June 2001 and signed by the USEPA in September 2001. The ROD for Site T-9 states that:

"The property will be designated for industrial/commercial use unless permission is obtained from the USEPA, NYSDEC, and the NYSDOH."

"The owner or occupant of the property shall not extract, utilize, consume, or permit to be extracted, any water from the subsurface aquifer within the boundary of the property unless such owner or occupant obtains prior written approval from the NYSDOH."

2.34.3 LUC/IC Site Inspection Results

The above described LUC/ICs correspond with groundwater consumption – prior approval, adverse aquifer use prohibited, land-use restriction – industrial/commercial/non-residential, and soil/groundwater intrusive work – prior approval as shown in Plate 4 and Exhibit 1. The LUC/ICs were confirmed by an on-site inspection. The LUC/ICs were confirmed by an on-site inspection and by the LUC/IC confirmation form signed by Frank Sanzone, Facilities Operation Manager, GLDC, on September 21, 2011. The 2011 LUC/IC confirmation results are provided in Exhibit 1. The LUC/IC confirmation form is provided in Appendix A.

2.35 Building 35 and 36 Hazardous Waste Storage Area (SS060)

2.35.1 Site Description

The Building 35 and 36 Hazardous Waste Storage Area, SS060, is located in the central portion of Griffiss AFB near Rainbow Creek and was previously used as storage for scrap drums and transformers. SS060 is located in Parcel F6B (projected transfer in 2012).

2.35.2 LUC/ICs

A ROD is not required for this site since it is addressed under the Resource Conservation and Recovery Act (RCRA). The LUC/ICs for SS-60, from the Draft Building 35 Closure Report (OHM, October 1999) and Revised Draft FOSET for Parcel F6B (AFRPA, June 2008), are presented below and will be included in the Parcel F6B deed.

"The deed will state that within the site boundary, the owner or operator will restrict the relocation of the contaminated soils below 1 foot of the surface from being placed outside the site boundaries. If the contaminated soil below 1 foot of the surface is to be excavated, it must remain on site, stay covered if stockpiled, and covered by a minimum of 1 foot of clean fill once it is returned to the ground."

"The deed will prohibit the development and use of the property for residential housing, elementary and secondary schools, childcare facilities and playgrounds unless prior approval is received from the Air Force, USEPA, and NYSDEC."

"The deed will prohibit the extraction, utilization, or consumption of any water from the aquifer below the surface of the ground unless the water has been tested and found to meet all applicable standards and such owner obtains the prior written approval from the NYSDOH."

"The deed will include a covenant 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."

2.35.3 LUC/IC Site Inspection Results

The above described SS-60 LUC/IC corresponds with groundwater consumption – prior approval, adverse aquifer use prohibited, land-use restriction – industrial/commercial/non-residential, and subsurface soil relocation restriction as shown in Plate 4 and Exhibit 1. The LUC/ICs were confirmed by an on-site inspection and by the LUC/IC confirmation forms signed by Lynn Harvey, Operations Manager, Birnie Bus, Services, Inc., on September 27, 2011. The 2011 LUC/IC confirmation results are provided in Exhibit 1. The LUC/IC confirmation form is provided in Appendix A.

2.36 Tank Farms 1 and 3 SRA (SS020)

2.36.1 Site Description

The Tank Farms 1 and 3 SRA (SS020) is located in the central portion of the former Griffiss AFB in Parcels F2 and AFRL-5. The site is a grass-covered area that is located southeast of former Building 112 and is bounded by Brooks Road to the south, Otis Street to the east, and Moody Street to the west. The SRA encompasses the former fuel storage

facilities for the following products: aviation gasoline (AVGAS), jet propulsion fuel grade 4 (JP-4), automotive gasoline (MOGAS), diesel fuel, fuel oil, and deicing fluid. A portion of the LUC/IC site has been transferred and a portion has been retained by the Department of Defense. Open NYSDEC Spill #9111733 is associated with former USTs which were removed from the site in 1985.

2.36.2 LUC/ICs

The ROD for Tank Farms 1 and 3 SRA was issued by the Air Force and signed by the USEPA in September 2009. The selected remedy of the site is no further action for soils. Groundwater at this site is being evaluated under the NYSDEC Petroleum Spills Program, under NYSDEC spill #9111733. LUC/ICs at the Tank Farms 1 and 3 SRA are in place as a result of residual petroleum groundwater contamination. LUC/ICs at the Tank Farms 1 and 3 SRA include the following (Deed for Parcel F2):

"The grantee covenants that it shall not have access to the subsurface soils and groundwater in the area as identified as SS-20 until cleanup actions have been executed by the Air Force to the satisfaction of the BCT."

2.36.3 LUC/IC Site Inspection Results

The above described LUC/IC corresponds with soil/groundwater intrusive work – prior approval as shown in Plate 3 and Exhibit 1. The LUC/ICs were confirmed by an on-site inspection and by the LUC/IC confirmation forms signed by Frank Sanzone, Facilities Operation Manager, GLDC, on September 21, 2011 and by Calvin Sprague, Environmental and Occupational Health Manager, AFRL, on October 4, 2011. The 2011 LUC/IC confirmation results are provided in Exhibit 1. The LUC/IC confirmation form is provided in Appendix A.

3.0 DEED RESTRICTIONS BY PARCEL

The 2011 inspections also included parcel deed restriction inspections. The deed restrictions cover the entire parcel where an LUC/IC site is located. Deed restrictions are also associated with parcels that do not contain LUC/IC sites. The deed restrictions for the following parcels are provided in Appendix B. 2011 "Dig Safe" requests were reviewed. Since FPM is a member of Dig Safely New York, these tickets are reviewed as they are submitted. FPM uses the "Dig Safe" requests as they are a summary of all requests for ground disturbance activities at the particular parcel. These ground disturbances are generally subject to the deed restrictions. The parcel restriction inspection results are summarized below. Parcel boundaries/deed restriction boundaries are illustrated Parcel Boundary figures provided in Exhibit 2.

3.1 Parcel A1A

3.1.1 Site Description

Parcel A1A is located in the central portion of the former Griffiss AFB (Plates 1, 2, and 4). This parcel is associated with county airport activities. LUC/IC sites located on or adjacent to the parcel include Building 100 and the FDA (SS-24). There are no remedial activities associated with this property.

3.1.2 Deed Restrictions

The Parcel A1A deed restrictions are provided in Appendix B. These deed restrictions correspond with land-use restriction – industrial/commercial/non-residential, adverse aquifer use prohibited, groundwater consumption – prior approval, groundwater intrusive work – prior approval, and soil/groundwater intrusive work – prior approval.

3.1.3 Deed Restriction Inspection Results

There were no dig requests or violations of deed restrictions at this parcel.

3.2 Parcel A3

3.2.1 Site Description

Parcel A3 is located in the northeastern portion of the former Griffiss AFB (Plate 3). This parcel is associated with county airport activities and open space. LUC/IC sites located on or adjacent to the parcel include the FPTA AOC. There are no remedial activities associated with this property.

3.2.2 Deed Restrictions

The Parcel A3 deed restrictions are provided in Appendix B. These deed restrictions correspond with SVI evaluation prior to site construction.

3.2.3 Deed Restriction Inspection Results

There were no dig requests or violations of deed restrictions at this parcel.

3.3 Parcel A6

3.3.1 Site Description

Parcel A6 is located in the northeastern portion of the former Griffiss AFB (Plates 3 and 4). This parcel is associated with county airport activities and open space. LUC/IC sites located on or adjacent to the parcel include Landfill 2/3 (LF-2) and Landfill 7 (LF-3). There are no remedial activities associated with this property.

3.3.2 Deed Restrictions

The Parcel A6 deed restrictions are provided in Appendix B. These deed restrictions correspond with land-use restriction – airport or related services or low intensity open space, groundwater consumption – prior approval, groundwater intrusive work – prior approval, land-use restrictions - protect remedial operations, and land-use restrictions – protect integrity of soil cover.

3.3.3 Deed Restriction Inspection Results

There were no dig requests or violations of deed restrictions at this parcel.

3.4 Parcel Central Heating Plant

3.4.1 Site Description

Parcel CHP is located in the south-central portion of the former Griffiss AFB (Plate 4). This parcel is associated with commercial activities. LUC/IC sites located on or adjacent to the parcel include AOI-66, SS-33, and SS-60. There are no remedial activities associated with this parcel.

3.4.2 Deed Restrictions

The Parcel CHP deed restrictions are provided in Appendix B. These deed restrictions correspond with land-use restriction – industrial/commercial/non-residential, adverse aquifer use prohibited, groundwater consumption – prior approval, groundwater intrusive work – prior approval, land-use restriction – protect remedial operations, and protect closure/post-closure activities.

3.4.3 Deed Restriction Inspection Results

There were no dig requests or violations of deed restrictions at this parcel.

3.5 Parcel Electrical Power Substation

3.5.1 Site Description

Parcel EPS is located in the south-central portion of the former Griffiss AFB (Plate 4). There are no remedial activities associated with this parcel.

3.5.2 Deed Restrictions

The Parcel EPS deed restrictions are provided in Appendix B. These deed restrictions correspond with groundwater consumption – prior approval, groundwater intrusive work – prior approval, land-use restriction – protect remedial operations, subsurface soil

relocation restriction, land-use restriction – industrial/commercial/non-residential, and land-use restriction – electrical substation.

3.5.3 Deed Restriction Inspection Results

There were no dig requests or violations of deed restrictions at this parcel.

3.6 Parcel F1

3.6.1 Site Description

Parcel F1 is located in the central portion of the former Griffiss AFB (Plates 3 and 4). This parcel is associated with commercial activities. LUC/IC sites located on or adjacent to the parcel include Building T-9 (SS-25), Building 43 (ST-26), Lot 69 (SS-17), SS-33 – Proposed Coal Storage Yard, SS-60 – Building 35 and 36 Hazardous Waste Storage Area, Building 20 (SS-23), and AOI 66.

3.6.2 Deed Restrictions

The Parcel F1 deed restrictions are provided in Appendix B. These deed restrictions correspond with land-use restriction – industrial/commercial/non-residential, adverse aquifer use prohibited, groundwater consumption – prior approval, groundwater intrusive work – prior approval, and land-use restriction – protect remedial operations.

3.6.3 Deed Restriction Inspection Results

Several dig requests were submitted for this parcel. No request violated environmental restrictions at this parcel. Additionally, the site inspection showed that there were no violations of deed restrictions at this parcel.

3.7 Parcel F10B

3.7.1 Site Description

Parcel F10B is located in the northern portion of the former Griffiss AFB (Plates 1 and 2). This parcel consists of the mostly vacant weapons storage area and commercial activities. There are no LUC/IC sites or remedial activities associated with the parcel. LUC/IC sites Landfill 1, AOC-9, and Building 817 are adjacent to the parcel

3.7.2 Deed Restrictions

The Parcel F10B deed restrictions are provided in Appendix B. These deed restrictions correspond with landfill debris handling and transport (hardfill 49B), land-use restriction – industrial/commercial/non-residential, annual inspection/reporting to USEPA/NYSDEC, land-use restriction – protect remedial operations, and protect closure/post-closure activities.

3.7.3 Deed Restriction Inspection Results

There were no dig requests or violations of deed restrictions at this parcel.

3.8 Parcel F10C

3.8.1 Site Description

Parcel F10C is located in the northeastern portion of the former Griffiss AFB (Plate 3). This parcel is associated with county airport activities and open space. LUC/IC sites located on or adjacent to the parcel include Landfill 1 (LF-1). There are no remedial activities associated with this property.

3.8.2 Deed Restrictions

The Parcel A3 deed restrictions are provided in Appendix B. These deed restrictions correspond with groundwater consumption – prior approval, groundwater intrusive work – prior approval, land-use restrictions - protect remedial operations, and land-use restrictions – protect integrity of soil cover.

3.8.3 Deed Restriction Inspection Results

There were no dig requests or violations of deed restrictions at this parcel.

3.9 Parcel F14

Parcel F14 is located in the southern portion of the former Griffiss AFB (Plates 3). This parcel is currently used by a landscaping company for commercial activities. The entire parcel includes the BFSA LUC/IC site. LUC/IC site and deed restriction inspections results are provided in Section 2.23.

3.10 Parcel F2

3.10.1 Site Description

Parcel F2 is located in the central portion of the former Griffiss AFB (Plate 3). This parcel is associated with commercial activities. LUC/IC sites located on or adjacent to the parcel include Tankfarms 1 and 3 (SS-20), the EPS, Building 775 TCE (SS-38), and Building 781 (SS-54).

3.10.2 Deed Restrictions

The Parcel F2 deed restrictions are provided in Appendix B. These deed restrictions correspond with land-use restriction – industrial/educational/commercial/non-residential, adverse aquifer use prohibited, groundwater consumption – prior approval, groundwater intrusive work – prior approval, subsurface soil relocation restriction, and land-use restriction – protect remedial operations.

3.10.3 Deed Restriction Inspection Results

Several dig requests were submitted for this parcel. No request violated environmental restrictions at this parcel. Additionally, the site inspection showed that there were no violations of deed restrictions at this parcel.

3.11 Parcel F3A

3.11.1 Site Description

Parcel F3A is located in the central portion of the former Griffiss AFB (Plate 3). This parcel is associated with commercial activities. LUC/IC sites located on or adjacent to the parcel include Building 211 (DW-211), Building 222 (DP-22), Building 219 (DP-15), and Building 214 (SD-50).

3.11.2 Deed Restrictions

The Parcel F3A deed restrictions are provided in Appendix B. These deed restrictions correspond with annual inspection/reporting to USEPA/NYSDEC, land-use restriction – industrial/commercial/non-residential, adverse aquifer use prohibited, groundwater consumption – prior approval, groundwater intrusive work – prior approval, land-use restriction – protect remedial operations, and protect closure/post-closure activities.

3.11.3 Deed Restriction Inspection Results

There were no dig requests or violations of deed restrictions at this parcel.

3.12 Parcel F4A/F12A

3.12.1 Site Description

Parcel F4A/F12A is located in the southern to central portion of the former Griffiss AFB (Plate 4). This parcel is associated with commercial activities. LUC/IC sites located on or adjacent to the parcel include Building 789, Apron 2, and Building 781.

3.12.2 Deed Restrictions

The Parcel F4A/F12A deed restriction are provided in Appendix B. These deed restriction correspond with adverse aquifer use prohibited, groundwater consumption – prior approval, groundwater intrusive work – prior approval, soil/groundwater intrusive work – prior approval land-use restriction – industrial/commercial/non-residential, and land-use restriction – protect remedial operations.

3.12.3 Deed Restriction Inspection Results

There were no dig requests or violations of deed restrictions at this parcel.

3.13 Parcel F4B

3.13.1 Site Description

Parcel F4B is located in the central portion of the former Griffiss AFB (Plate 4). This parcel is associated with commercial activities. LUC/IC sites located on or adjacent to the parcel include Building 781 (SS-54) and Building 775 AOC.

3.13.2 Deed Restrictions

The Parcel F4B deed restrictions are provided in Appendix B. These deed restrictions correspond with protect closure/post-closure activities, groundwater intrusive work – prior approval, soil/groundwater intrusive work – prior approval, land-use restriction –

commercial/administrative/non-residential, adverse aquifer use prohibited, groundwater consumption – prior approval, and land-use restriction – protect remedial operations.

3.13.3 Deed Restriction Inspection Results

Several dig requests were submitted for this parcel. No request violated environmental restrictions at this parcel. Additionally, the site inspection showed that there were no violations of deed restrictions at this parcel.

3.14 Parcel F4C

3.14.1 Site Description

Parcel F4C is located in the central portion of the former Griffiss AFB (Plate 4). This parcel is Apron 1 and is soil landfarming. LUC/IC sites located on or adjacent to the parcel include Apron 1, Apron 1 – Hydrant E8, and Apron 1 – Nosedocks 1 and 2.

3.14.2 Deed Restrictions

The Parcel F4C deed restrictions are provided in Appendix B. These deed restrictions correspond with restrict access, protect closure/post-closure activities, annual inspection/reporting to USEPA/NYSDEC, and land-use restriction – protect remedial operations.

3.14.3 Deed Restriction Inspection Results

Several dig requests were submitted for this parcel. No request violated environmental restrictions at this parcel. Additionally, the site inspection showed that there were no violations of deed restrictions at this parcel.

3.15 Parcel F5

3.15.1 Site Description

Parcel F5 is located in the central portion of the former Griffiss AFB (Plate 3). LUC/IC sites located on or adjacent to the parcel include Building 112 (SS-08), Building 101 (ST-06), and Tank Farms 1 and 3 (SS-20).

3.15.2 Deed Restrictions

The Parcel F5 deed restrictions are provided in Appendix B. These deed restrictions correspond with land-use restriction – industrial/commercial/non-residential, adverse aquifer use prohibited, groundwater consumption – prior approval, and subsurface soil relocation restriction.

3.15.3 Deed Restriction Inspection Results

There were no dig requests or violations of deed restrictions at this parcel.

3.16 Parcel F6A

3.16.1 Site Description

Parcel F6A is located in the central portion of the former Griffiss AFB (Plate 3). This parcel is associated with commercial activities. There are no LUC/IC sites or remedial activities associated with the west portion of the parcel (F6A-1). LUC/IC sites located on or adjacent to the east portion of the parcel (F6A-2), include Building 301 (DP-12).

3.16.2 Deed Restrictions

The Parcel F6A-2 deed restrictions are provided in Appendix B. These deed restrictions correspond with land-use restriction – commercial/non-residential, adverse aquifer use prohibited groundwater consumption – prior approval, and groundwater intrusive work – prior approval.

3.16.3 Deed Restriction Inspection Results

Several dig requests were submitted for this parcel. No request violated environmental restrictions at this parcel. Additionally, the site inspection showed that there were no violations of deed restrictions at this parcel.

3.17 Parcel F7R

3.17.1 Site Description

Parcel F7R is located in the northern portion of the former Griffiss AFB (Plate 1). This parcel is associated with commercial activities. There are no LUC/IC sites or remedial activities associated with the west portion of the parcel.

3.17.2 Deed Restrictions

The Parcel F7R deed restrictions are provided in Appendix B. These deed restrictions correspond with soil/groundwater intrusive work – prior approval. There were no dig requests or violations at this parcel.

3.17.3 Deed Restriction Inspection Results

There were no dig requests or violations of deed restrictions at this parcel.

3.18 Parcel F9

3.18.1 Site Description

Parcel F9 is located in the southern portion of the former Griffiss AFB (Plate 3). This parcel is associated with former base housing and commercial and educational activities. LUC/IC sites located on or adjacent to the parcel include the BFSA, AOI-72, and F9 Dorms.

3.18.2 Deed Restriction Inspection

The Parcel F9 deed restrictions are provided in Appendix B. These deed restrictions correspond with land-use restriction – industrial/educational/commercial/non-residential. The Parcel F9 deed also included mold inspection certification for the Parcel F9 Dorms. The restrictions were confirmed by an on-site inspection. In addition, Buildings 438, 442,

444, 452, and 468 were demolished in fall 2009 and mold certifications were obtained for Buildings 448 and 450 in 2011.

3.18.3 Deed Restriction Inspection Results

There were no dig requests or violations of deed restrictions at this parcel.

4.0 RECOMMENDATIONS

It is recommended that LUC/IC confirmation and deed restriction inspections be conducted annually through on-site inspections and interviews. LUC/IC confirmation and deed restriction inspections will continue to verify that the proposed remedies/restrictions are protective of human health and the environment. The LUC/ICs will also be verified if any sites have changes to the site ROD or transfer documents, such as amendments or if a ROD or transfer document has been finalized.

Additional confirmation from parcel/site owners will be obtained from the BFSA LUC/IC site for the future annual LUC/IC site inspections. This parcel was transferred to a private party for industrial/commercial use in 2011.

5.0 REFERENCES

AFRPA, *Final FOSL for Airfield Flightline and Miscellaneous Structures,* April 2004.

AFPRA, *Draft-Final FOST for Parcel F5*, July 2007.

AFRPA, *Revised Draft Final FOSET for Parcels F11B, F6B-1, F6B-2, F6B-6, F6B-7, A2, A4, A5, F10C-2, and F10C-3*, June 2011.

AFRPA, *Revised Draft FOSET for Parcels F6B-3, F6B-4, and F6B-5*, June 2008.

AFRPA, *Final Records of Decision for Areas of Concern at the Former Griffiss Air Force Base, Rome, NY,* September 1999.

AFRPA, *Final Record of Decision for the Landfill 1 Area of Concern at the Former Griffiss Air Force Base, Rome, NY*, February 2000.

AFRPA, *Final Record of Decision for the Landfill 2/3 Area of Concern at the Former Griffiss Air Force Base, Rome, NY*, February 2000.

AFRPA, *Final Record of Decision for the Landfill 7 Area of Concern at the Former Griffiss Air Force Base, Rome, NY*, February 2000.

AFRPA, *Final Record of Decision for the Landfill 6 Area of Concern at the Former Griffiss Air Force Base, Rome, NY*, February 2001.

AFRPA, *Final Records of Decision for Areas of Concern at the Former Griffiss Air Force Base, Rome, NY,* June 2001.

AFRPA, *Final Record of Decision for Three Mile Creek Area of Concern at the Former Griffiss Air Force Base, Rome, NY*, December 2003.

AFRPA, *Final Record of Decision for the Electrical Power Substation Area of Concern at the Former Griffiss Air Force Base, Rome, NY*, November 2004.

AFRPA, *Final Record of Decision for Building 3 Drywell Area of Concern at the Former Griffiss Air Force Base, Rome, NY*, November 2004.

AFRPA, *Final Record of Decision for the Lot 69 Area of Concern at the Former Griffiss Air Force Base, Rome, NY*, November 2004.

AFRPA, *Final Record of Decision for the Building 43 Area of Concern at the Former Griffiss Air Force Base, Rome, NY*, September 2009.

AFRPA, *Final Record of Decision for the Building 133 Storage Vault Area of Concern at the Former Griffiss Air Force Base, Rome, NY*, July 2011.

AFRPA, *Final Record of Decision for the Nosedocks 1 and 2 Area of Concern at the Former Griffiss Air Force Base, Rome, NY*, July 2011.

FPM Group, Ltd., *2006 LUC/IC Site Inspection Report, Revision 1.0, Former Griffiss Air Force Base, Rome, NY,* July 2008.

FPM Group, Ltd., *2007 LUC/IC Site Inspection Report, Revision 1.0, Former Griffiss Air Force Base, Rome, NY,* June 2009.

FPM Group, Ltd., *2008 LUC/IC Site Inspection Report, Revision 1.0, Former Griffiss Air Force Base, Rome, NY,* January 2010.

FPM Group, Ltd., *2009 LUC/IC Site Inspection Report Revision 1.0, Former Griffiss Air Force Base, Rome, NY,* February 2011.

FPM Group, Ltd., *2010 LUC/IC Site Inspection Report, Revision 0.0, Former Griffiss Air Force Base, Rome, NY,* March 2011.

Law Environmental, *Draft-Final Primary Report, Remedial Investigation, Building 3 Drywell Area of Concern, Volume 17*, December 1996.

EXHIBIT 1

2011 LUC/IC Confirmation by Site

SITE:

AOC-9

1. On-Site Inspection

Inspected by:	Mark Grifasi
Date:	8/15/2011

Site Condition:

Post Remediation at the site. Wells are in good condition. Grass and paved area.

LUC/ICs:

ID	LUC/ICs	Valid	Not Valid
AOC-9-01	Soil/Groundwater Intrusive Work-Prior Approval	X	
AOC-9-02	Groundwater Well Installation Restriction	X	
AOC-9-03	Land-use Restriction-Protect Remedial Operations	X	

Comments:

None

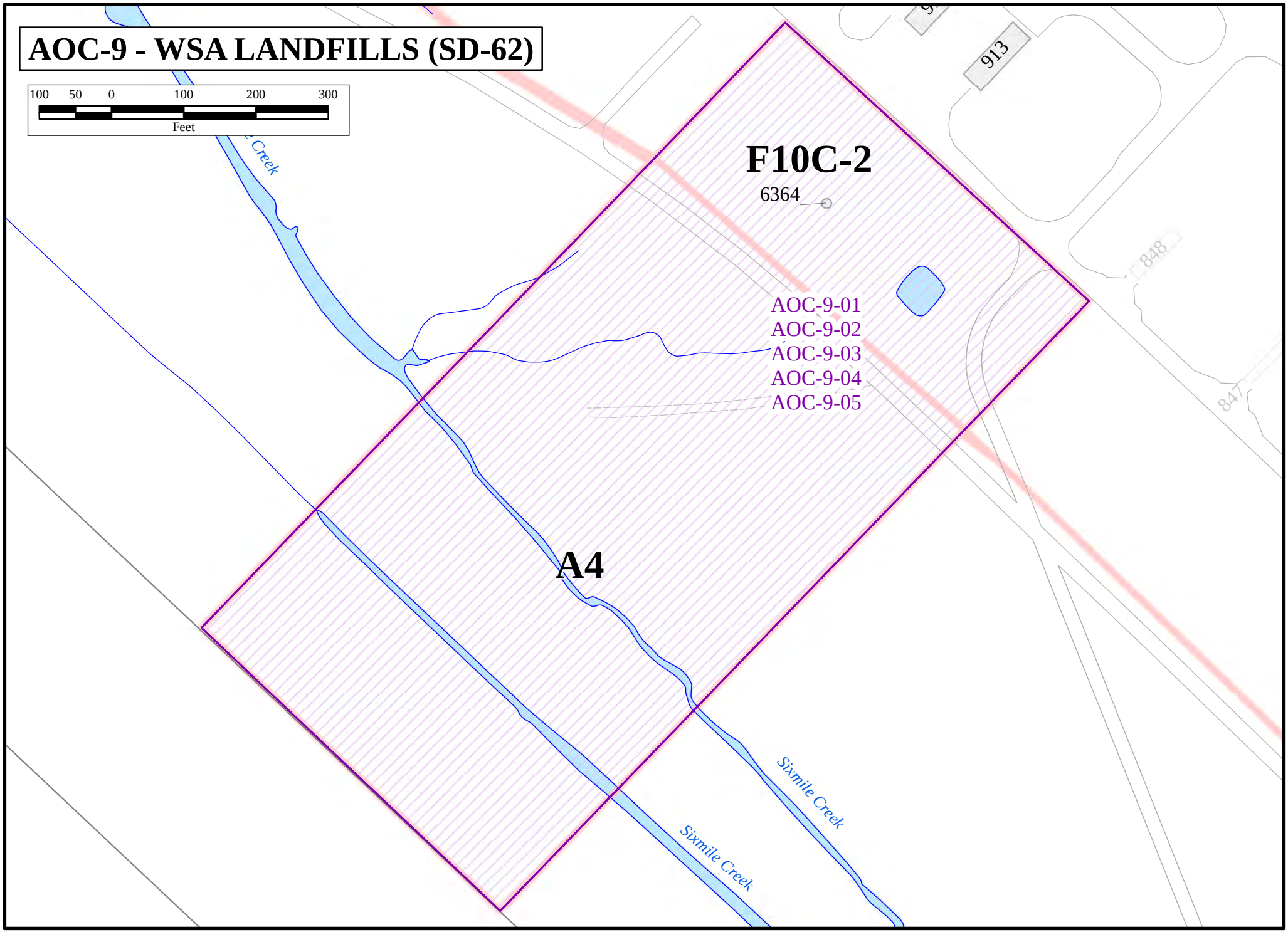
Photos:



2. Owner/Occupant Confirmation

Conducted

Owner/Occupant	Date	Valid	Not Valid
Frank Sanzone, GLDC	9/21/2011	X	
W. Vernon Gray, GAI	9/23/2011	X	



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SITE:

AOI-66

1. On-Site Inspection

Inspected by:	Mark Grifasi
Date:	8/15/2011

Site Condition:

Vacant area near the Central Heating Plant.

LUC/ICs:

ID	LUC/ICs	Valid	Not Valid
AOI-66-01	Subsurface Relocation Restriction	X	
AOI-66-02	Land-use Restriction-Industrial/Commercial/Non-Residential	X	
AOI-66-03	Adverse Aquifer Use Prohibited	X	
AOI-66-04	Groundwater Consumption - Prior Approval	X	

Comments:

None

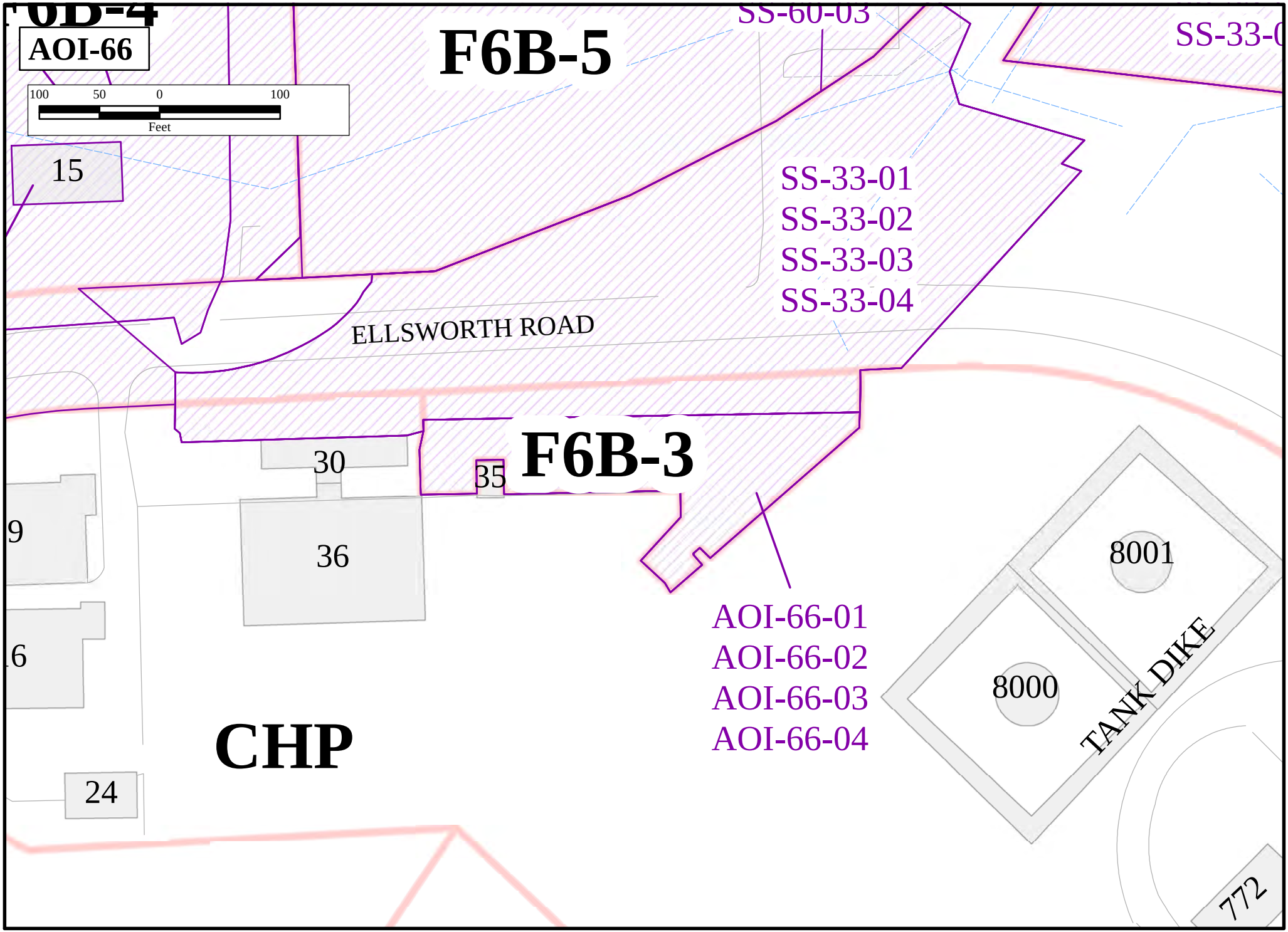
Photos:



2. Owner/Occupant Confirmation

Conducted

Owner/Occupant	Date	Valid	Not Valid
Daniel Sanders, GUSC	9/26/2011	X	



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SITE:

AOI-72

1. On-Site Inspection

Inspected by:	Mark Grifasi
Date:	8/16/2011

Site Condition:

Parking lot for Rome Free Academy and vacant lot

LUC/ICs:

ID	LUC/ICs	Valid	Not Valid
AOI-72-01	Land-use Restriction - Commercial/Administraitive/Non-Residential	X	

Comments:

None

Photos:

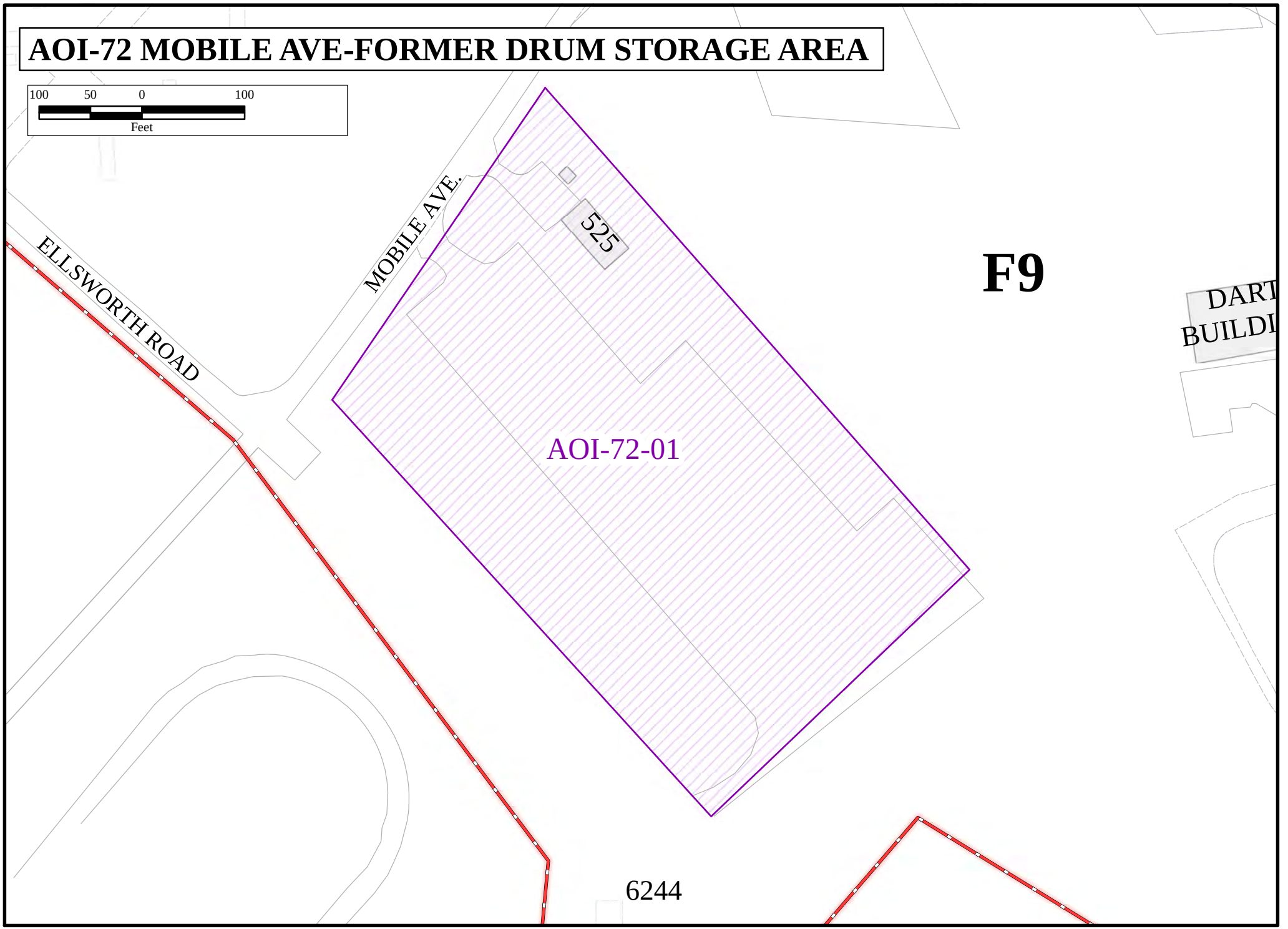


2. Owner/Occupant Confirmation

Not Conducted

Owner/Occupant	Date	Valid	Not Valid

AOI-72 MOBILE AVE-FORMER DRUM STORAGE AREA



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SITE:

APRON 1

1. On-Site Inspection

Inspected by:	Mark Grifasi
Date:	8/16/2011

Site Condition:

Plane parking area/concrete apron. Long term Monitoring for groundwater and soil bioventing is ongoing at the site. Monitoring wells and bioventing points are in good condition.

LUC/ICs:

ID	LUC/ICs	Valid	Not Valid
APRON1-01	Soil/Groundwater Intrusive Work - Prior Approval	X	
APRON1-02	Soil/Groundwater Intrusive Work - Prior Approval	X	
APRON1-03	Soil/Groundwater Intrusive Work - Prior Approval	X	
APRON1-04	Groundwater Well Installation Restriction	X	
APRON1-05	Land-use Restriction-Protect Remedial Operations	X	

Comments:

None

Photos:

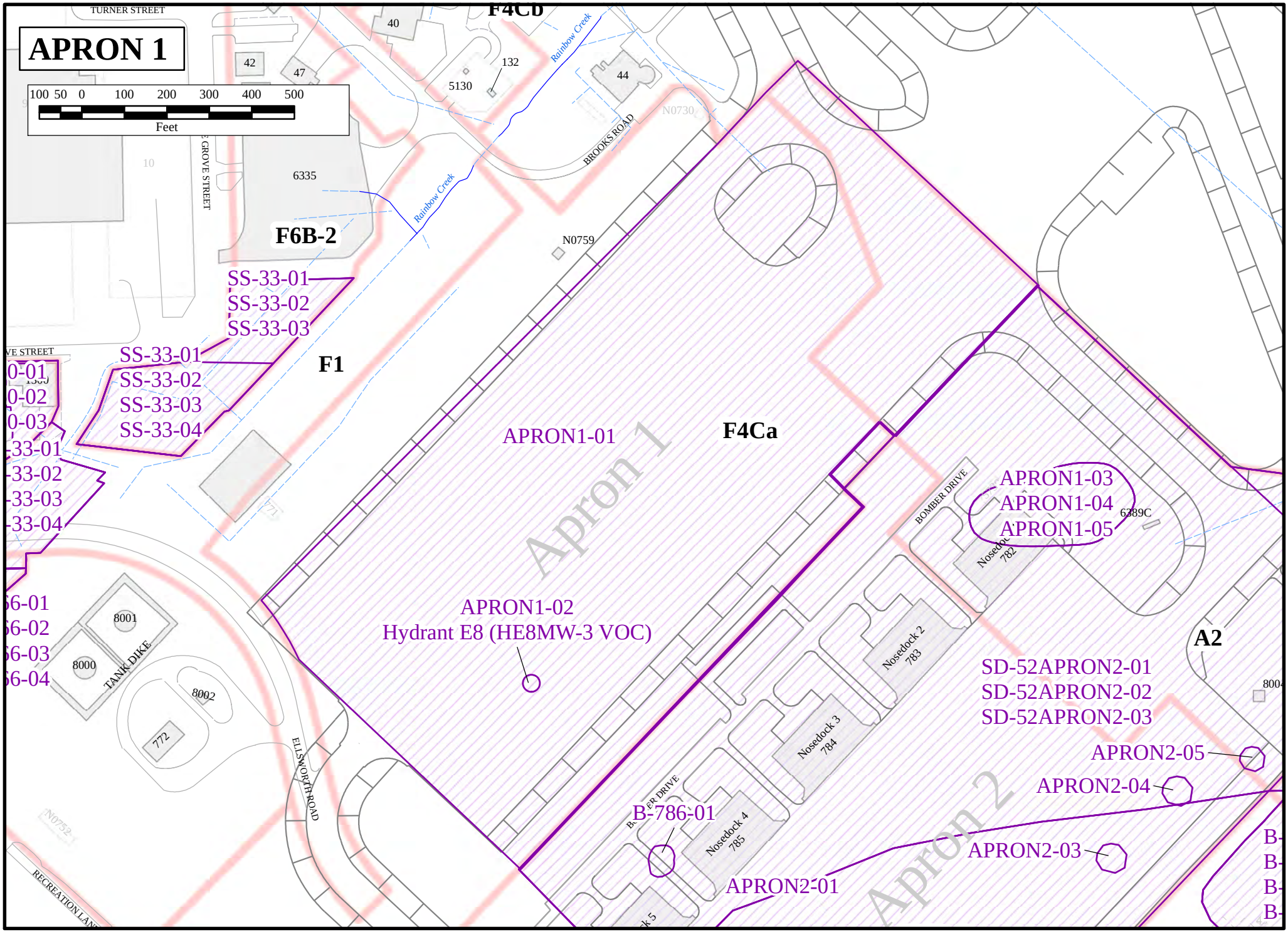




2. Owner/Occupant Confirmation

Conducted

Owner/Occupant	Date	Valid	Not Valid
W. Vernon Gray, GAI	9/23/2011	X	



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SITE:

APRON 2

1. On-Site Inspection

Inspected by:	Mark Grifasi
Date:	8/16/2011

Site Condition:

Concrete and grassy area. Planes are parked on apron along with 18 wheeler trailers. Nosedocks at the apron are used for plane maintenance and storage.

ID	LUC/ICs	Valid	Not Valid
APRON2-01	Soil/Groundwater Intrusive Work - Prior Approval	X	
APRON2-02	Soil/Groundwater Intrusive Work - Prior Approval	X	
APRON2-03	Soil/Groundwater Intrusive Work - Prior Approval	X	
APRON2-04	Soil/Groundwater Intrusive Work - Prior Approval	X	
APRON2-05	Soil/Groundwater Intrusive Work - Prior Approval	X	
APRON2-06	Soil/Groundwater Intrusive Work - Prior Approval	X	
APRON2-07	Groundwater Consumption - Prior Approval	X	
APRON2-08	Adverse Aquifer Use Prohibited	X	
APRON2-09	Land-use Restriction - Protect Remedial Operations	X	
APRON2-10	Groundwater Intrusive Work-Prior Approval	X	
APRON2-11	Groundwater Consumption - Prior Approval	X	
APRON2-12	Adverse Aquifer Use Prohibited	X	
APRON2-13	Land-Use Restriction-Protect Remedial Operations	X	
APRON2-14	Groundwater Intrusive Work - Prior Approval	X	
SD-52APRON2-01	Soil/Groundwater Intrusive Work - Prior Approval	X	
SD-52APRON2-02	Groundwater Well Installation Restriction	X	
SD-52APRON2-03	Land-use Restriction - Protect Remedial Operations	X	

Comments:

None

Photos:

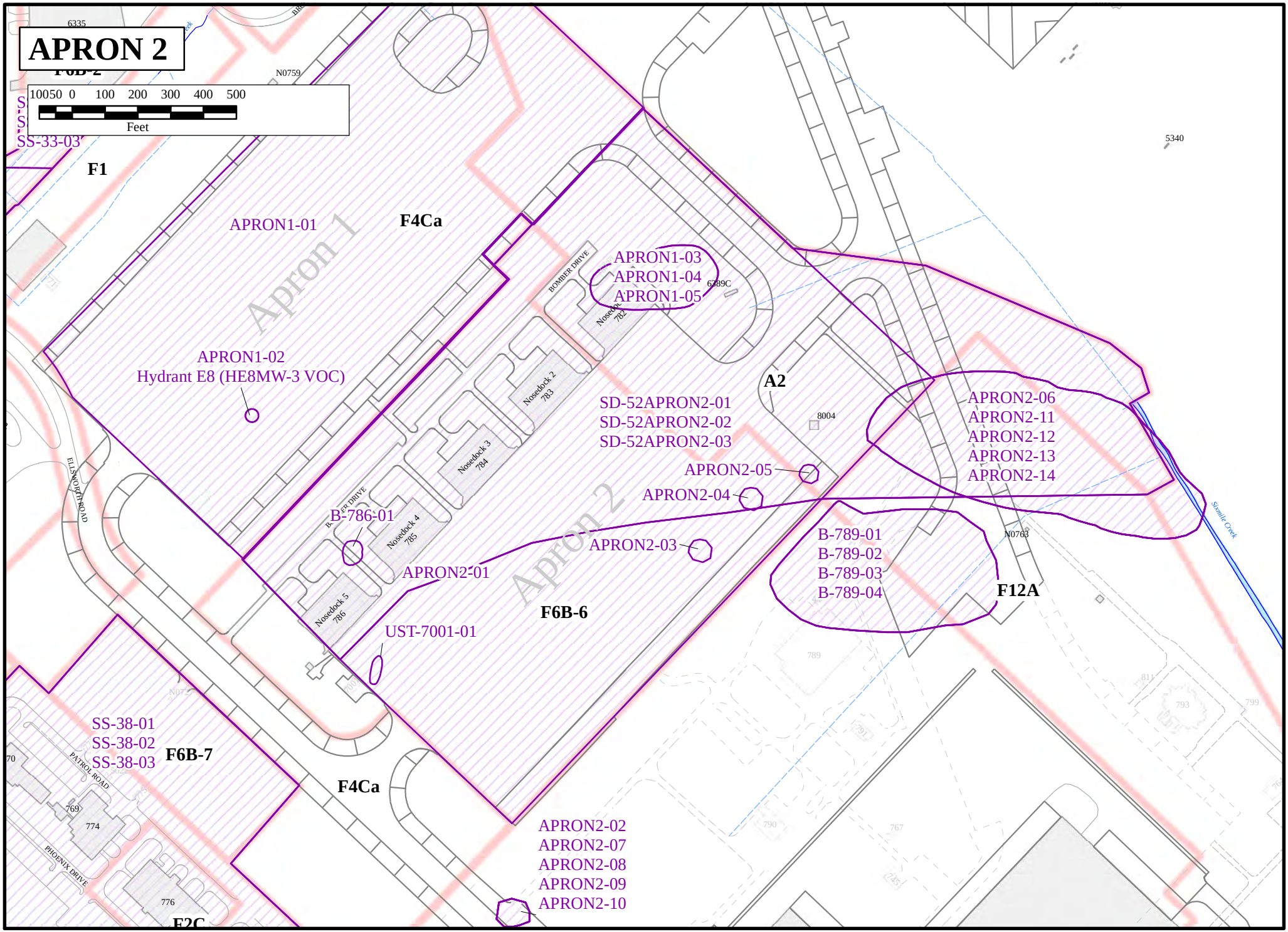




2. Owner/Occupant Confirmation

Conducted

Owner/Occupant	Date	Valid	Not Valid
W. Vernon Gray, GAI	9/23/2011	X	



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SITE:

Bulk Fuel Storage Area

1. On-Site Inspection

Inspected by:	Mark Grifasi
Date:	8/15/2011

Site Condition:

Site was transferred to a landscaping company for equipment and product storage. The new site use
has not interferred with the ongoing long term monitoring and remediation at the site.

LUC/ICs:

ID	LUC/ICs	Valid	Not Valid
BFSA-01	Soil/Groundwater Intrusive Work - Prior Approval	X	
UST-654-01	Soil/Groundwater Intrusive Work - Prior Approval	X	

Comments:

Conduct the Owner/Occupant Confirmation for the 2012 inspections.

Photos:

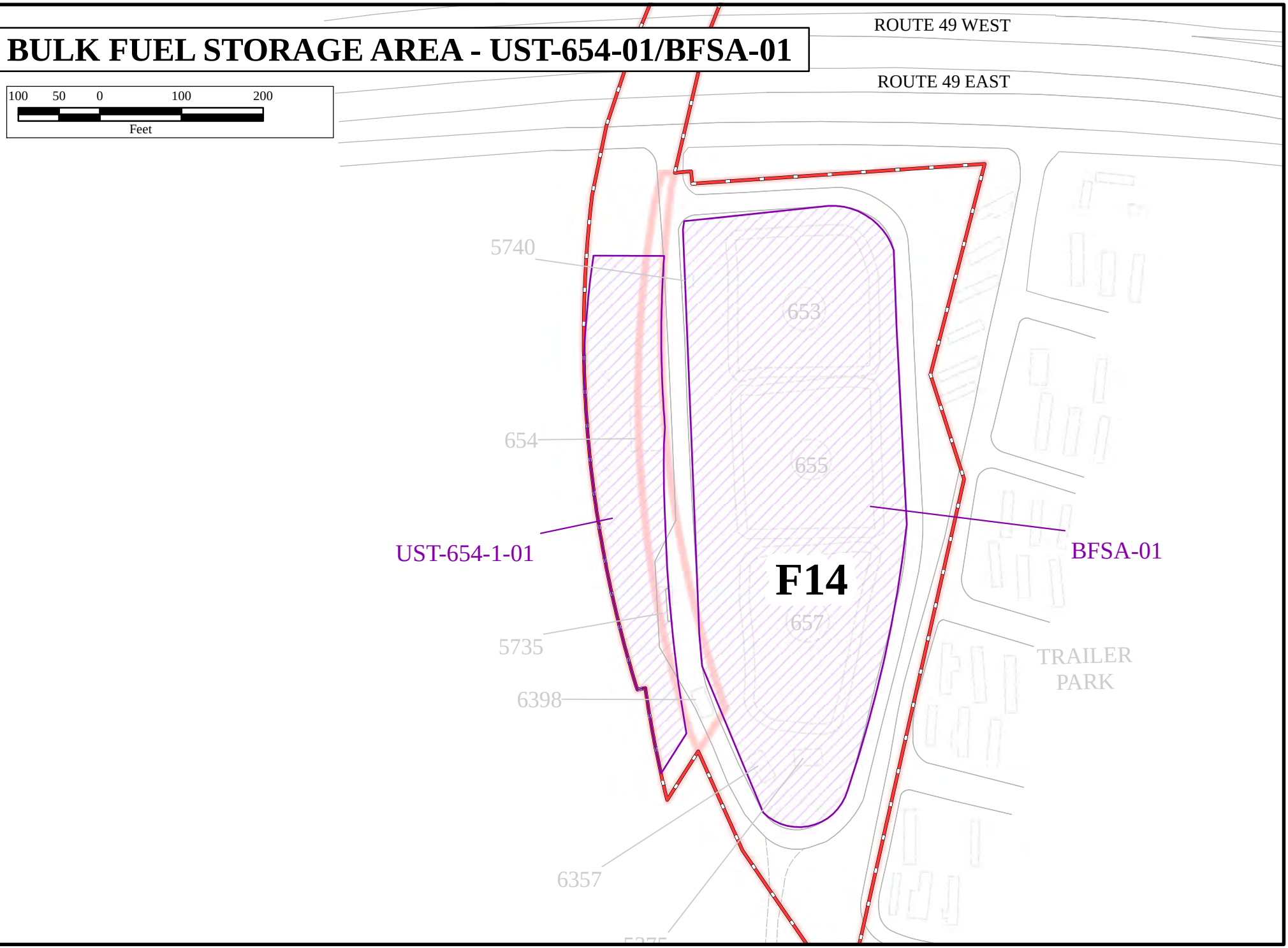


2. Owner/Occupant Confirmation

Not Conducted

Owner/Occupant	Date	Valid	Not Valid

BULK FUEL STORAGE AREA - UST-654-01/BFSA-01



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SITE:

Building 3 Drywell

1. On-Site Inspection

Inspected by:	Dan Baldyga
Date:	8/18/2011

Site Condition:

Site near commercial building used by Air Force Research Laboratories (Rome).

LUC/ICs:

ID	LUC/ICs	Valid	Not Valid
DP-11-01	Groundwater Consumption - Prior Approval	X	
DP-11-02	Adverse Aquifer Use Prohibited	X	
DP-11-03	Land-use Restriction-Industrial/Commercial/Non-Residential	X	

Comments:

Work plan for site closure sampling is pending.

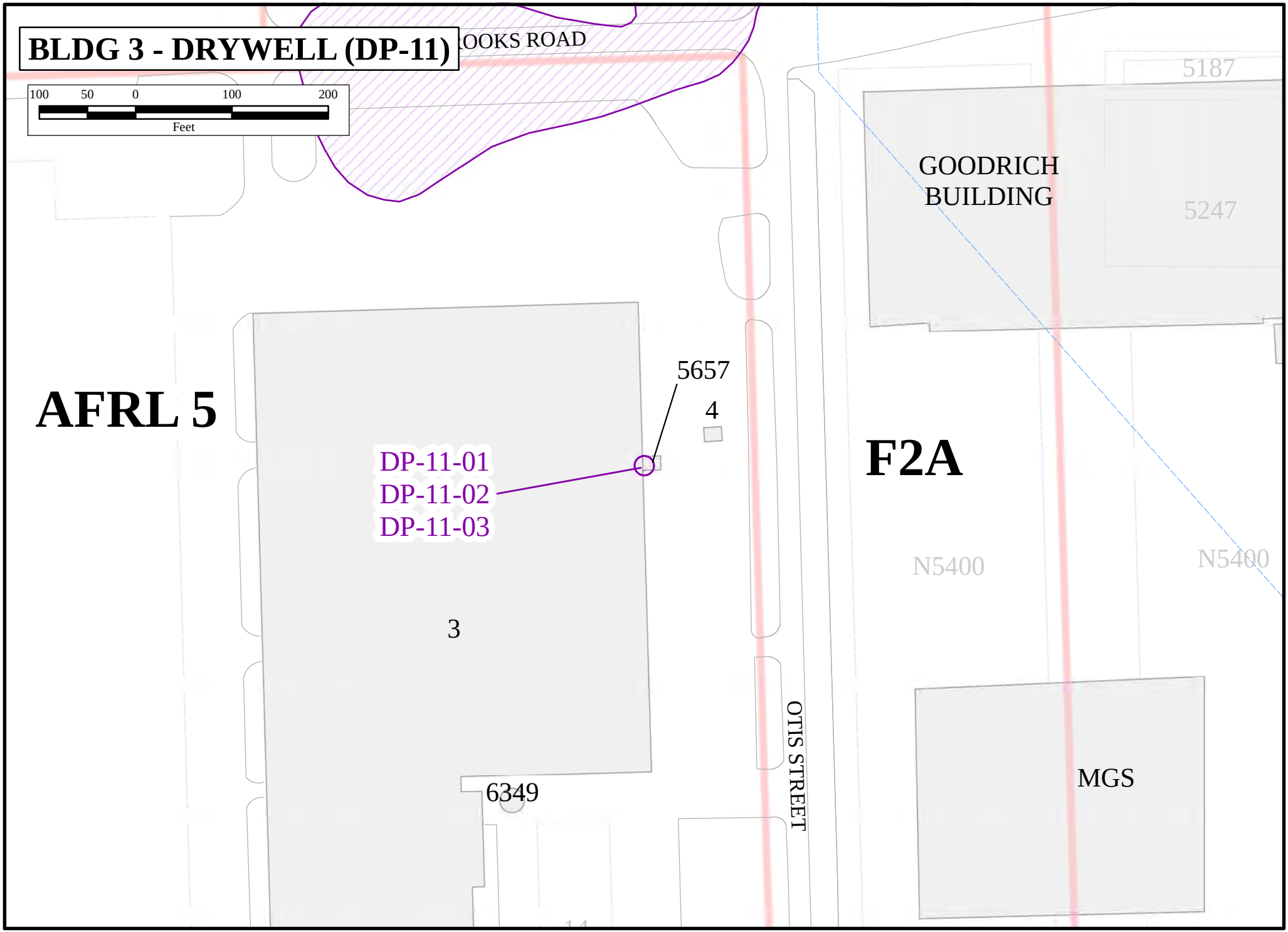
Photos:



2. Owner/Occupant Confirmation

Conducted

Owner/Occupant	Date	Valid	Not Valid
Calvin Sprague, AFRL	10/4/2011	X	



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SITE:

Building 15

1. On-Site Inspection

Inspected by:	Mark Grifasi
Date:	8/15/2011

Site Condition:

Petroleum spill site near Birnie Bus. Groundwater LTM and groundwater extraction activities are
ongoing at the site. Monitoring wells are in good condition.

LUC/ICs:

ID	LUC/ICs	Valid	Not Valid
B-15-01	Soil/Groundwater Intrusive Work - Prior Approval	X	

Comments:

Conduct the Owner/Occupant Confirmation for the 2012 inspections.

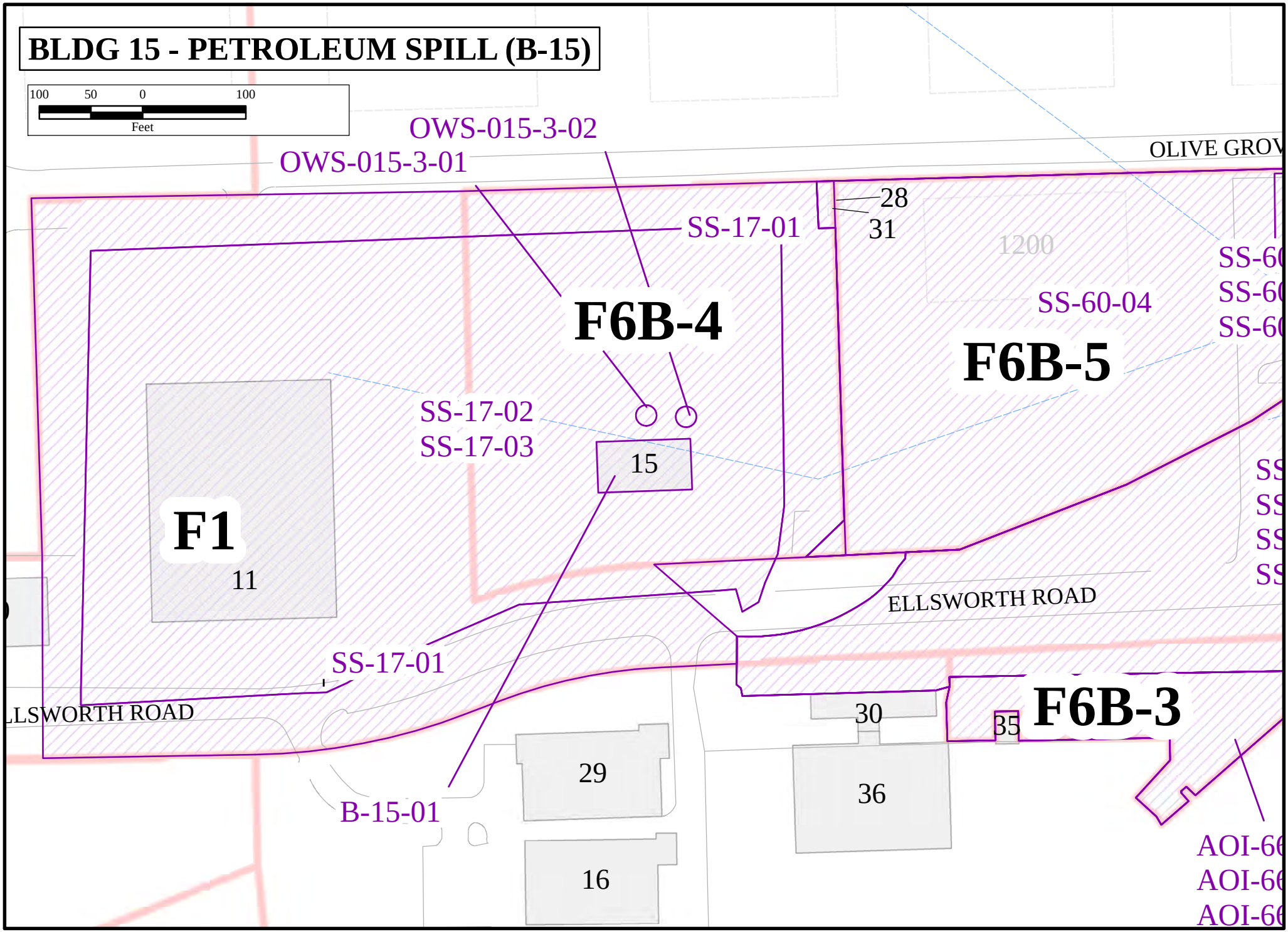
Photos:



2. Owner/Occupant Confirmation

Conducted

Owner/Occupant	Date	Valid	Not Valid
Lynn Harvey, Birnie Bus	9/27/2011	X	



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SITE:

Building 20 AOC

1. On-Site Inspection

Inspected by:	Dan Baldyga
Date:	8/18/2011

Site Condition:

Train maintenance and restoration facility owned by GLDC.

LUC/ICs:

ID	LUC/ICs	Valid	Not Valid
SS-23-01	Groundwater Consumption - Prior Approval	X	
SS-23-02	Land-use Restriction-Industrial/Commercial/Non-Residential	X	
SS-23-03	Land-use Restriction - Protect Remedial Operations	X	
SS-23-04	Soil/Groundwater Intrusive Work - Prior Approval	X	

Comments:

Work plan for site closure sampling is pending.

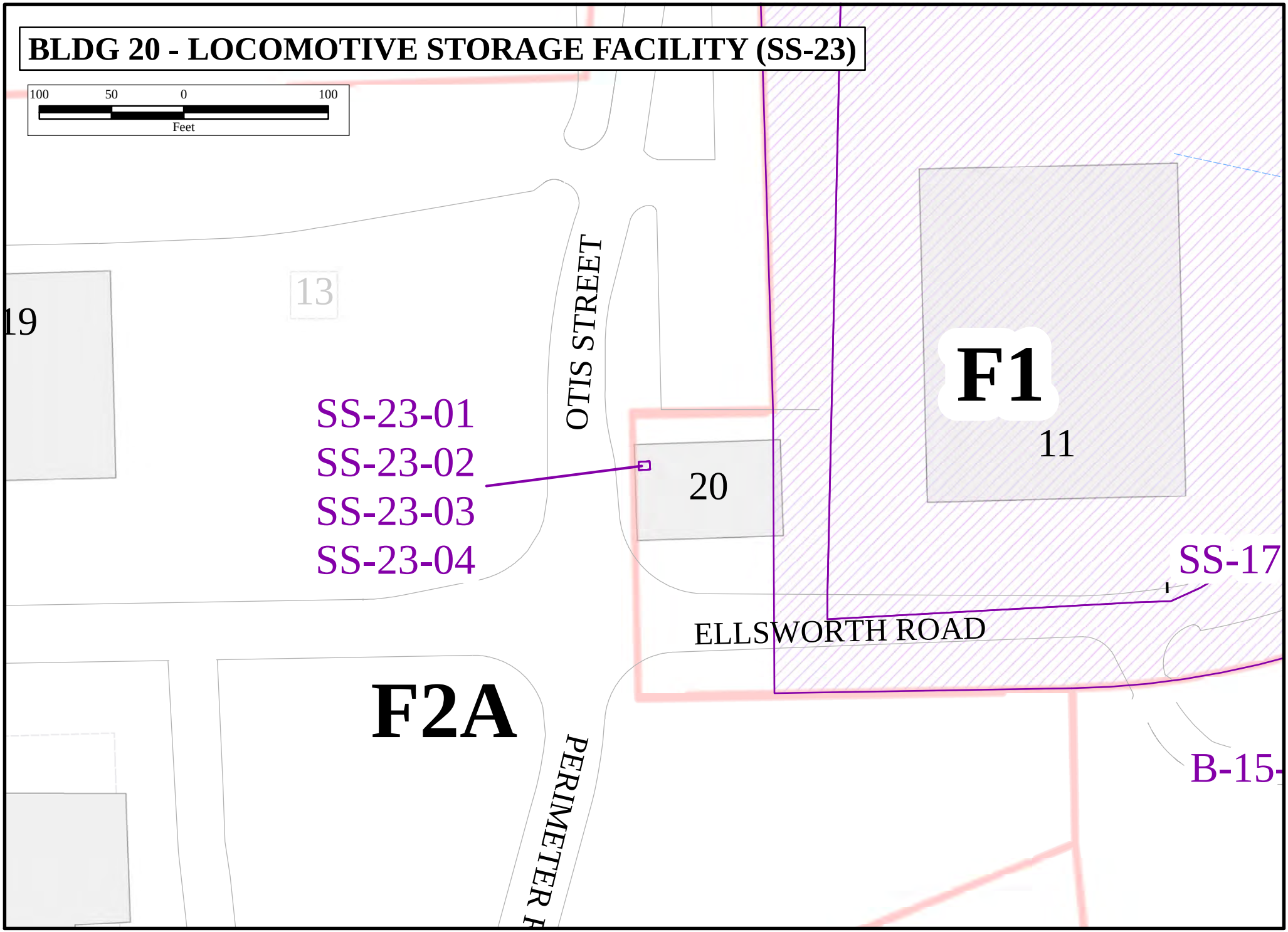
Photos:



2. Owner/Occupant Confirmation

Conducted

Owner/Occupant	Date	Valid	Not Valid
Frank Sanzone, GLDC	9/21/2011	X	



Path: R:\01 - Projects\Griffiss\04 - Site Inspections\2011 Inspections\Projects\Deed_Restrictions2011_Sites.mxd

SITE:

Building 101

1. On-Site Inspection

Inspected by:	Mark Grifasi
Date:	8/17/2011

Site Condition:

Site is in a parking lot out side of the building. Wells in the area are in good condition. ROD is pending.

LUC/ICs:

ID	LUC/ICs	Valid	Not Valid
ST-06-01	Groundwater Consumption - Prior Approval	X	
ST-06-02	Adverse Aquifer Use Prohibited	X	
ST-06-03	Land-use Restriction-Industrial/Commercial/Non-Residential	X	

Comments:

None

Photos:

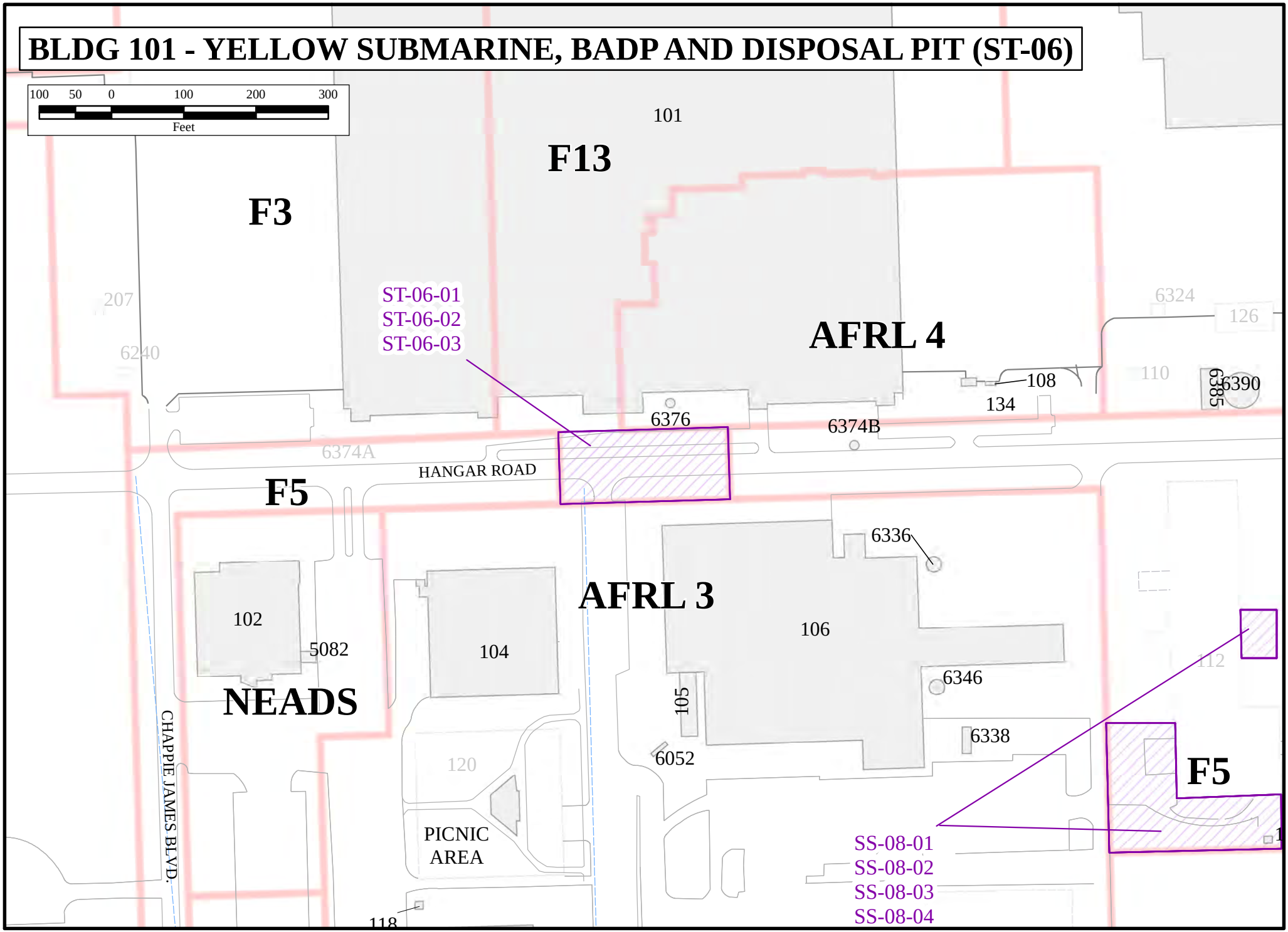


2. Owner/Occupant Confirmation

Conducted

Owner/Occupant	Date	Valid	Not Valid
Frank Sanzone, GLDC	9/21/2011	X	

BLDG 101 - YELLOW SUBMARINE, BADP AND DISPOSAL PIT (ST-06)



Path: R:\01 - Projects\Griffiss\04 - Site Inspections\2011 Inspections\Projects\Deed_Restrictions2011_Sites.mxd

SITE:

Building 112

1. On-Site Inspection

Inspected by:	Mark Grifasi
Date:	8/18/2011

Site Condition:

Building 112 has been demolished and site is vacant, rubble and grassy.

LUC/ICs:

ID	LUC/ICs	Valid	Not Valid
SS-08-01	Groundwater Consumption - Prior Approval	X	
SS-08-02	Adverse Aquifer Use Prohibited	X	
SS-08-03	Land-use Restriction-Industrial/Commercial/Non-Residential	X	
SS-08-04	Subsurface Soil Relocation Restriction	X	

Comments:

None

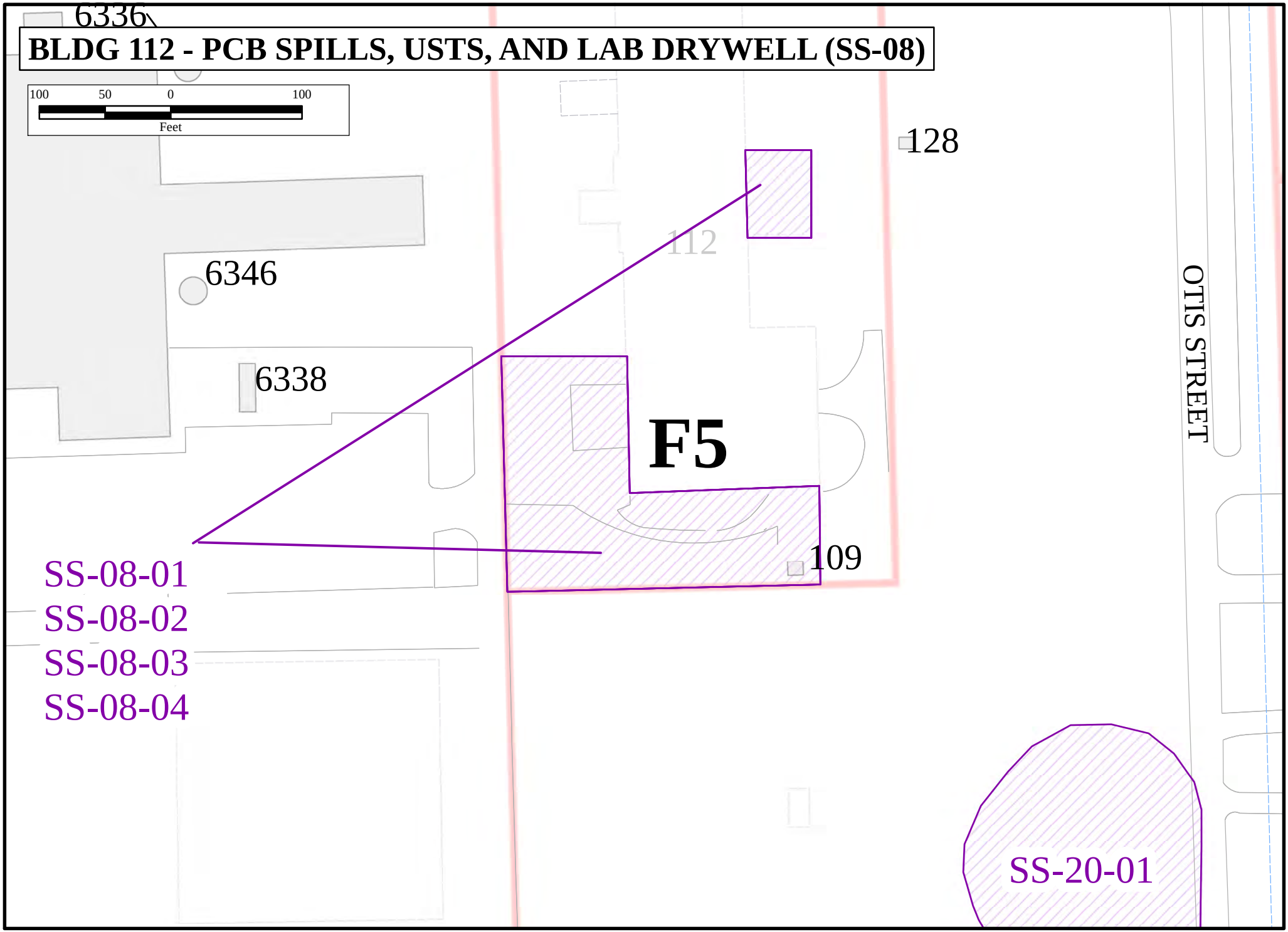
Photos:



2. Owner/Occupant Confirmation

Conducted

Owner/Occupant	Date	Valid	Not Valid
Frank Sanzone, GLDC	9/21/2011	X	



Path: R:\01 - Projects\Griffiss\04 - Site Inspections\2011 Inspections\Projects\Deed_Restrictions2011_Sites.mxd

SITE:

Building 211

1. On-Site Inspection

Inspected by:	Mark Grifasi
Date:	8/17/2011

Site Condition:

Building is locked and used by the City of Rome Water Department

LUC/ICs:

ID	LUC/ICs	Valid	Not Valid
DW-211-01	Protect Closure/Post - Closure Activities	X	

Comments:

None

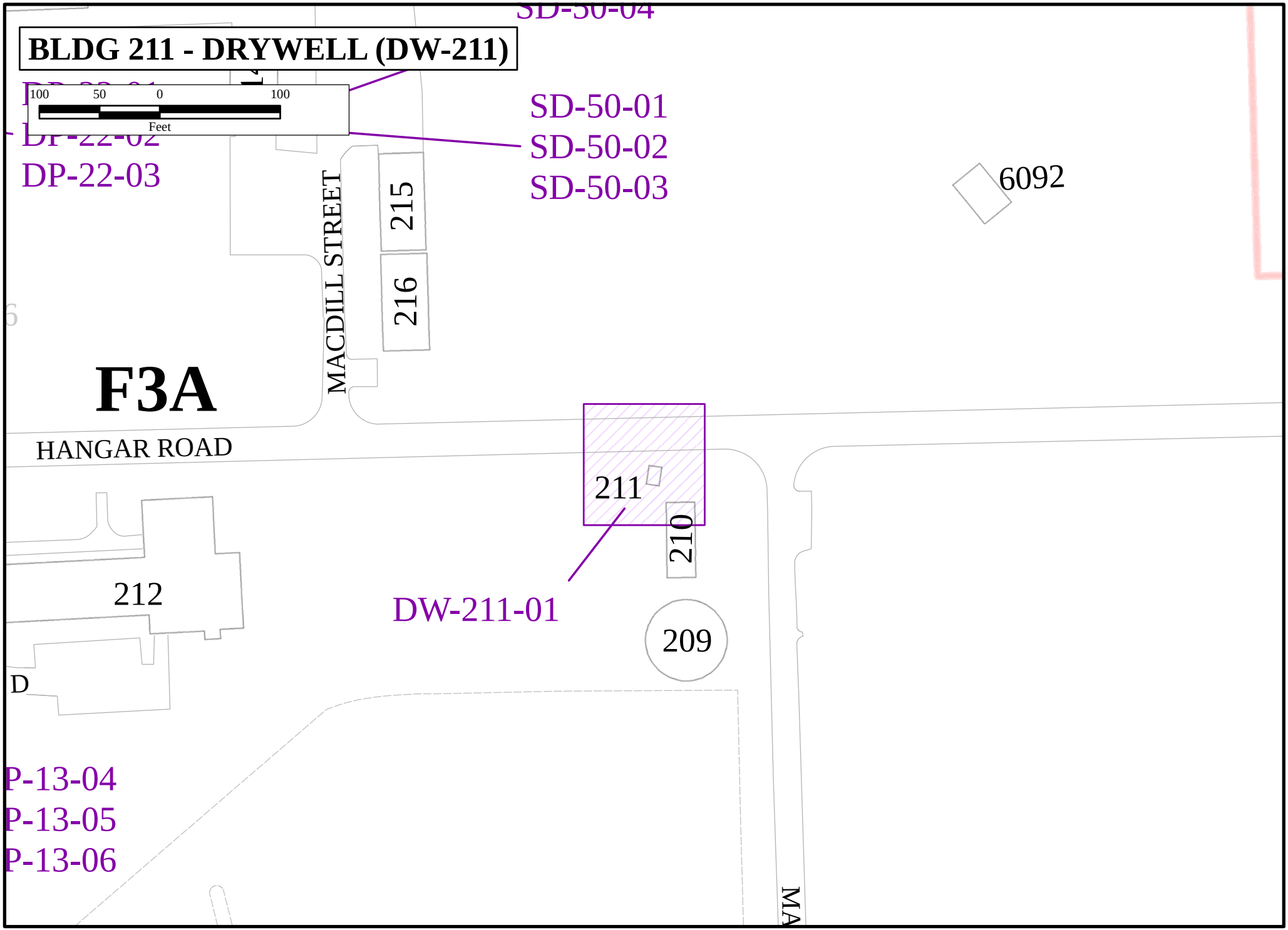
Photos:



2. Owner/Occupant Confirmation

Not Conducted

Owner/Occupant	Date	Valid	Not Valid



Path: R:\01 - Projects\Griffiss\04 - Site Inspections\2011 Inspections\Projects\Deed_Restrictions2011_Sites.mxd

SITE:

Building 214

1. On-Site Inspection

Inspected by:	Mark Grifasi
Date:	8/17/2011

Site Condition:

Commercial building used for storage.

LUC/ICs:

ID	LUC/ICs	Valid	Not Valid
SD-50-01	Land-use Restriction-Industrial/Commercial/Non-Residential	X	
SD-50-02	Adverse Aquifer Use Prohibited	X	
SD-50-03	Groundwater Consumption - Prior Approval	X	
SD-50-04	Soil/Groundwater Intrusive Work - Prior Approval	X	

Comments:

None

Photos:

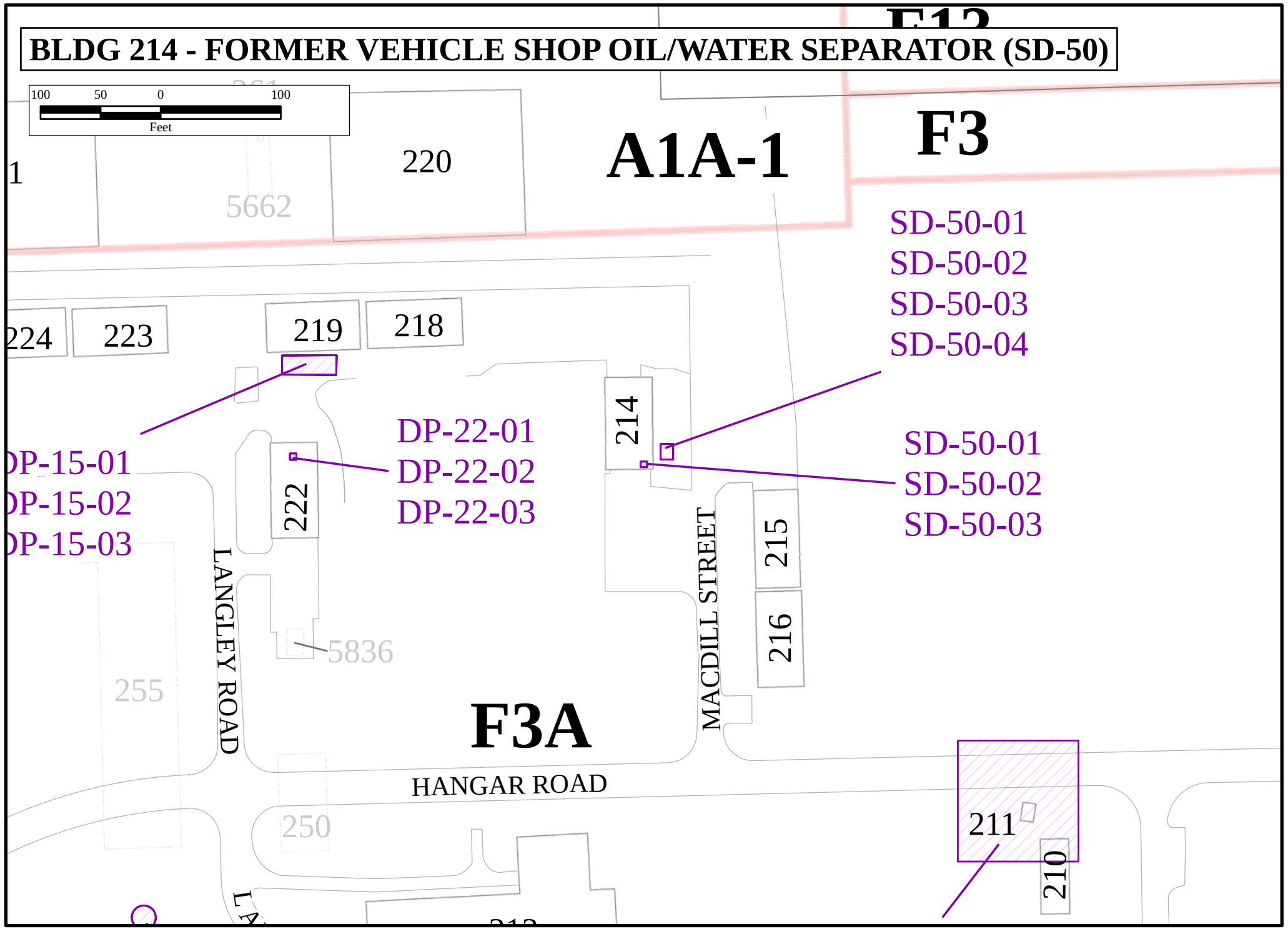


2. Owner/Occupant Confirmation

Conducted

Owner/Occupant	Date	Valid	Not Valid
Robert Angelicola, Roberts Office Interiors	9/29/2011	X	

BLDG 214 - FORMER VEHICLE SHOP OIL/WATER SEPARATOR (SD-50)



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SITE:

Building 219

1. On-Site Inspection

Inspected by:	Mark Grifasi
Date:	8/17/2011

Site Condition:

Commercial building. Is being remodeled.

LUC/ICs:

ID	LUC/ICs	Valid	Not Valid
DP-15-01	Land-use Restriction-Industrial/Commercial/Non-Residential	X	
DP-15-02	Groundwater Consumption-prior approval	X	
DP-15-03	Adverse aquifer use prohibited	X	

Comments:

None

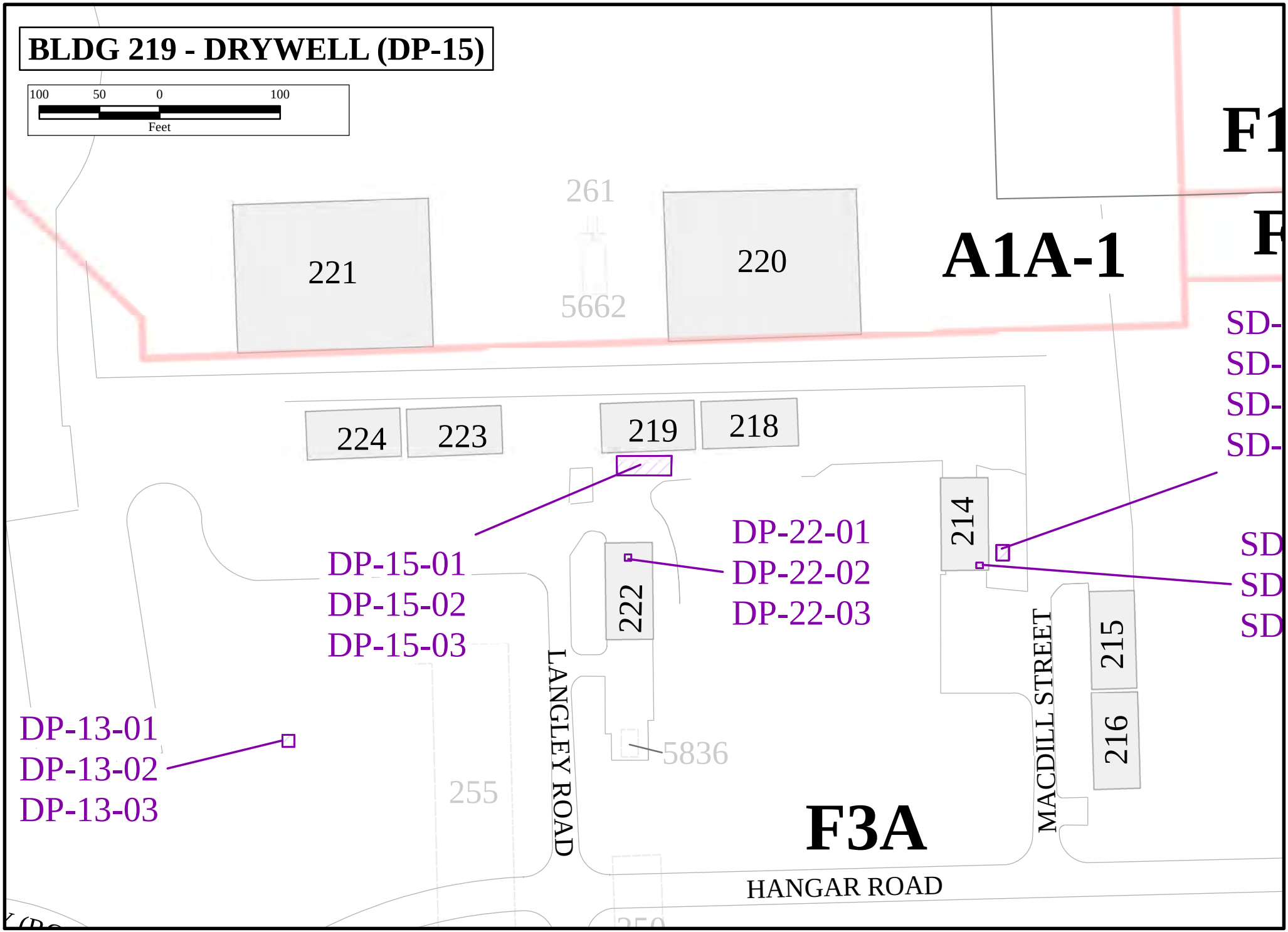
Photos:



2. Owner/Occupant Confirmation

Conducted

Owner/Occupant	Date	Valid	Not Valid
Robert Angelicola, Roberts Office Interiors	9/29/2011	X	



Path: R:\01 - Projects\Griffiss\04 - Site Inspections\2011 Inspections\Projects\Deed_Restrictions2011_Sites.mxd

SITE:

Building 222

1. On-Site Inspection

Inspected by:	Mark Grifasi
Date:	8/17/2011

Site Condition:

Commercial building. Office space.

LUC/ICs:

ID	LUC/ICs	Valid	Not Valid
DP-22-01	Land-use Restriction-Industrial/Commercial/Non-Residential	X	
DP-22-02	Groundwater Consumption-prior approval	X	
DP-22-03	Adverse aquifer use prohibited	X	

Comments:

None

Photos:

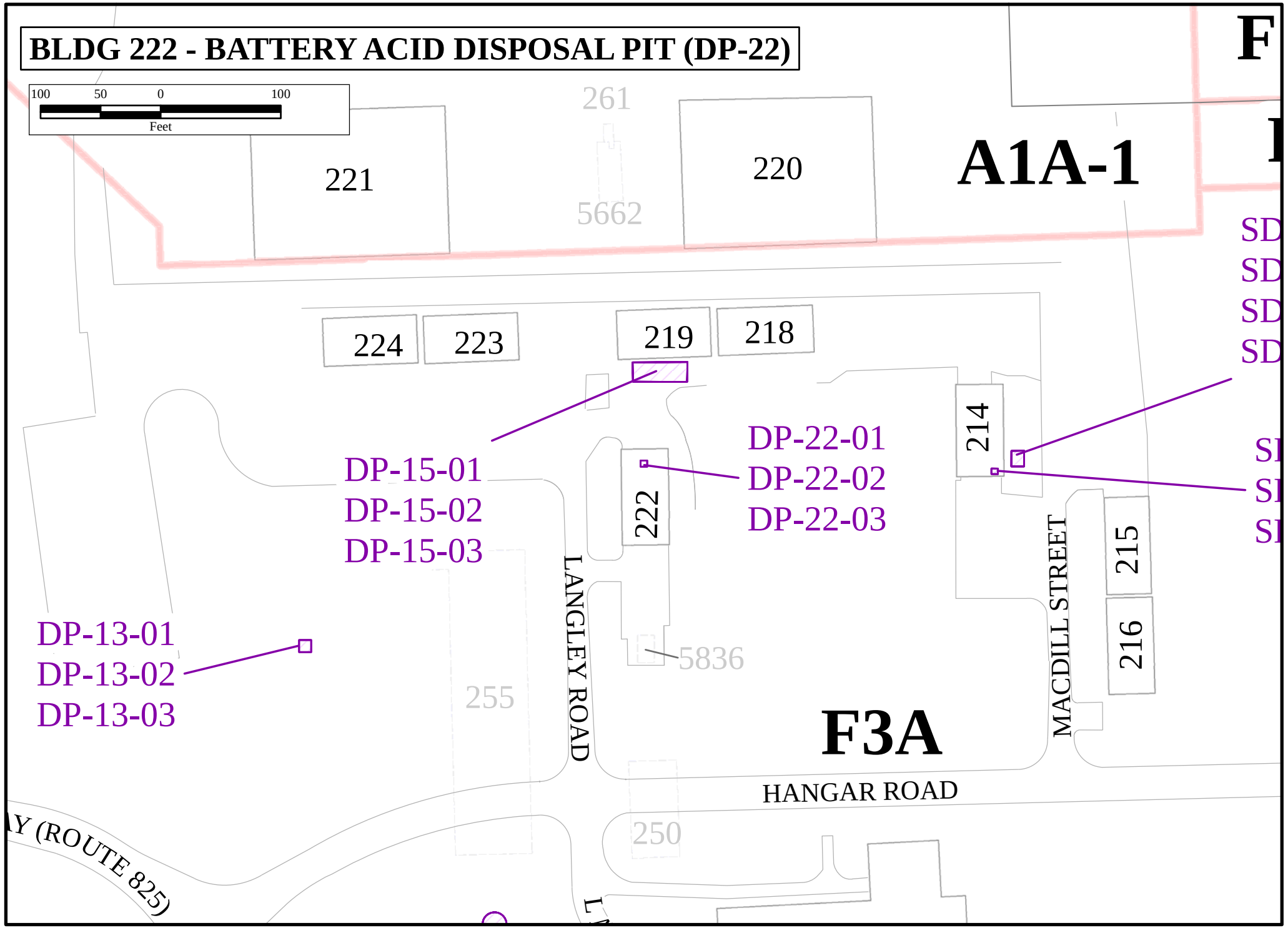


2. Owner/Occupant Confirmation

Conducted

Owner/Occupant	Date	Valid	Not Valid
Robert Angelicola, Roberts Office Interiors	9/29/2011	X	

BLDG 222 - BATTERY ACID DISPOSAL PIT (DP-22)



Path: R:\01 - Projects\Griffiss\04 - Site Inspections\2011 Inspections\Projects\Deed_Restrictions2011_Sites.mxd

SITE:

Building 255

1. On-Site Inspection

Inspected by:	Mark Grifasi
Date:	8/17/2011

Site Condition:

Vacant area, grass.

LUC/ICs:

ID	LUC/ICs	Valid	Not Valid
DP-13-01	Land-use Restriction-Industrial/Commercial/Non-Residential	X	
DP-13-02	Groundwater Consumption-prior approval	X	
DP-13-03	Adverse aquifer use prohibited	X	
DP-13-04	Land-use Restriction-industrial/commercial/non-residential	X	
DP-13-05	Groundwater Consumption-prior approval	X	
DP-13-06	Adverse aquifer use prohibited	X	

Comments:

None

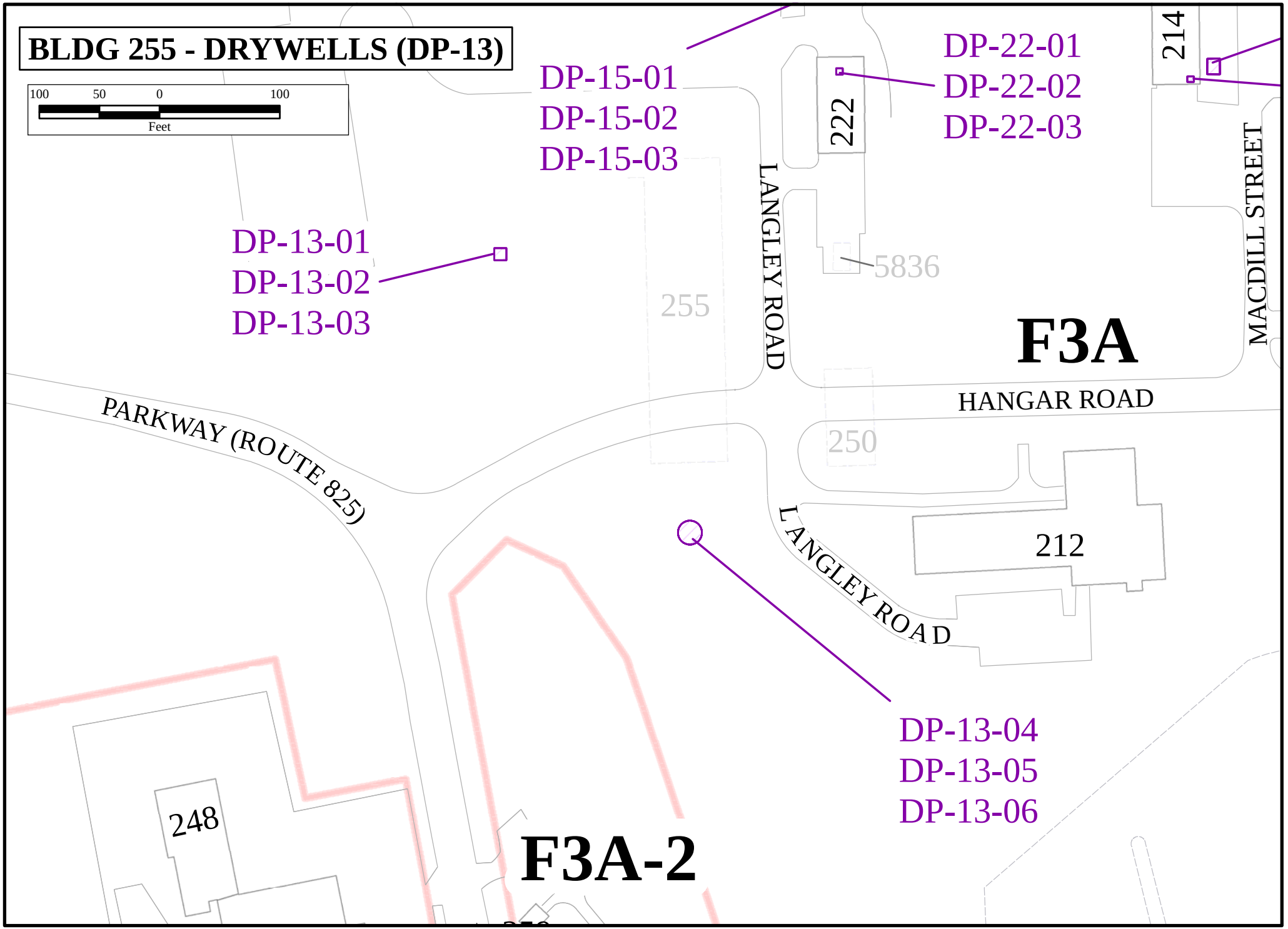
Photos:



2. Owner/Occupant Confirmation

Conducted

Owner/Occupant	Date	Valid	Not Valid
Frank Sanzone, GLDC	9/21/2011	X	



Path: R:\01 - Projects\Griffiss\04 - Site Inspections\2011 Inspections\Projects\Deed_Restrictions2011_Sites.mxd

SITE:

Building 301

1. On-Site Inspection

Inspected by:	Mark Grifasi
Date:	8/17/2011

Site Condition:

Building 301 has been demolished and construction is ongoing at the site. New Commercial building for office space. The demolition and construction did not impact groundwater at the site.

LUC/ICs:

ID	LUC/ICs	Valid	Not Valid
DP-12-01	Groundwater Consumption - Prior Approval	X	
DP-12-02	Adverse Aquifer Use Prohibited	X	
DP-12-03	Land-use Restriction- Commercial/Administrative/Non-Residential	X	

Comments:

None

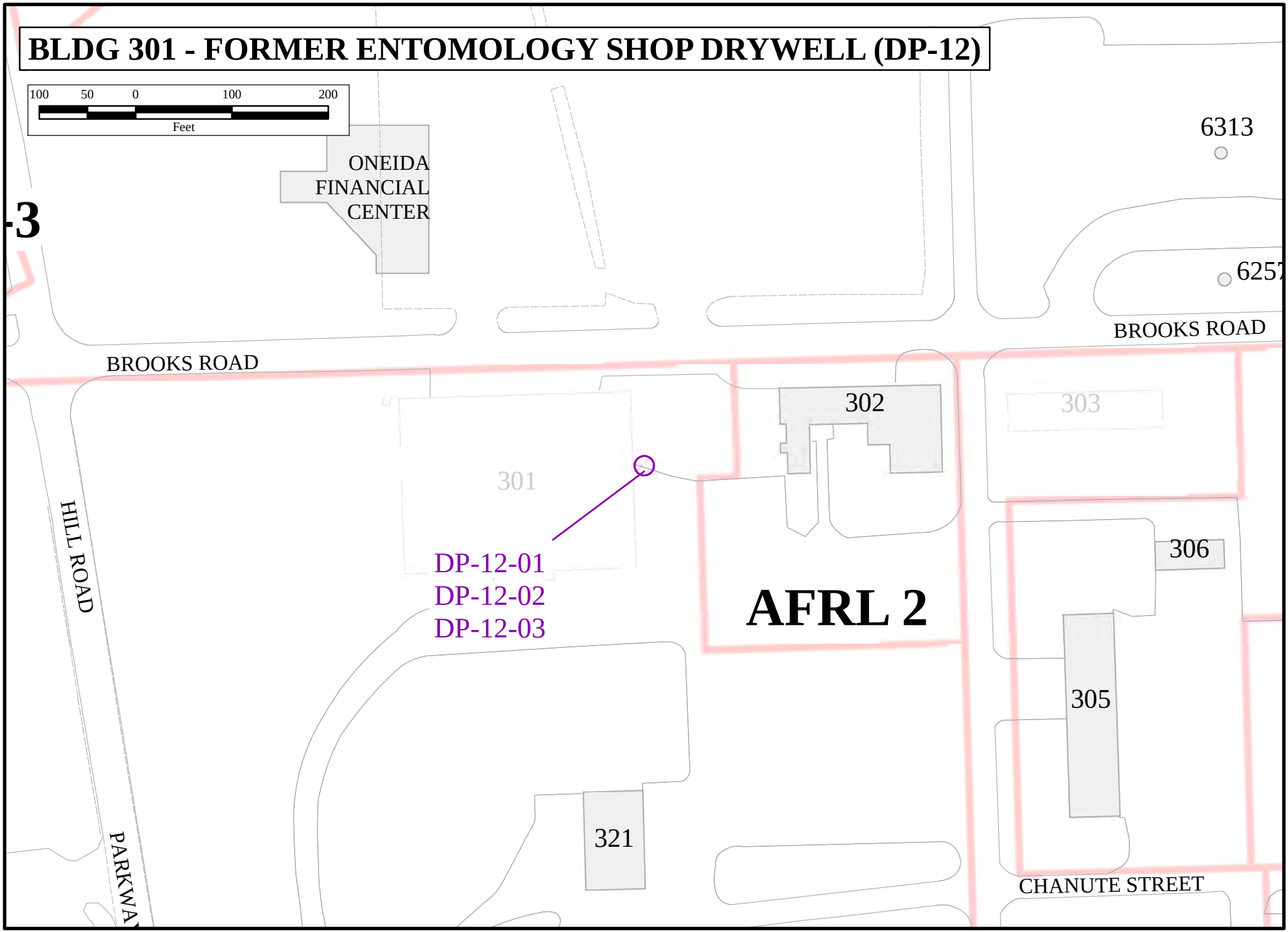
Photos:

Not available.

2. Owner/Occupant Confirmation

Conducted

Owner/Occupant	Date	Valid	Not Valid
Frank Sanzone, GLDC	9/21/2011	X	



Path: R:\01 - Projects\Griffiss\04 - Site Inspections\2011 Inspections\Projects\Deed_Restrictions2011_Sites.mxd

SITE:

Building 775

1. On-Site Inspection

Inspected by:	Mark Grifasi
Date:	8/17/2011

Site Condition:

Parking lot, grassy area. Long term monitoring and remediation are ongoing at the site.

LUC/ICs:

ID	LUC/ICs	Valid	Not Valid
SS-38-01	Soil/Groundwater Intrusive Work-Prior Approval	X	
SS-38-02	Adverse Aquifer Use Prohibited	X	
SS-38-03	Land-use Restriction-Protect Remedial Operations	X	

Comments:

None

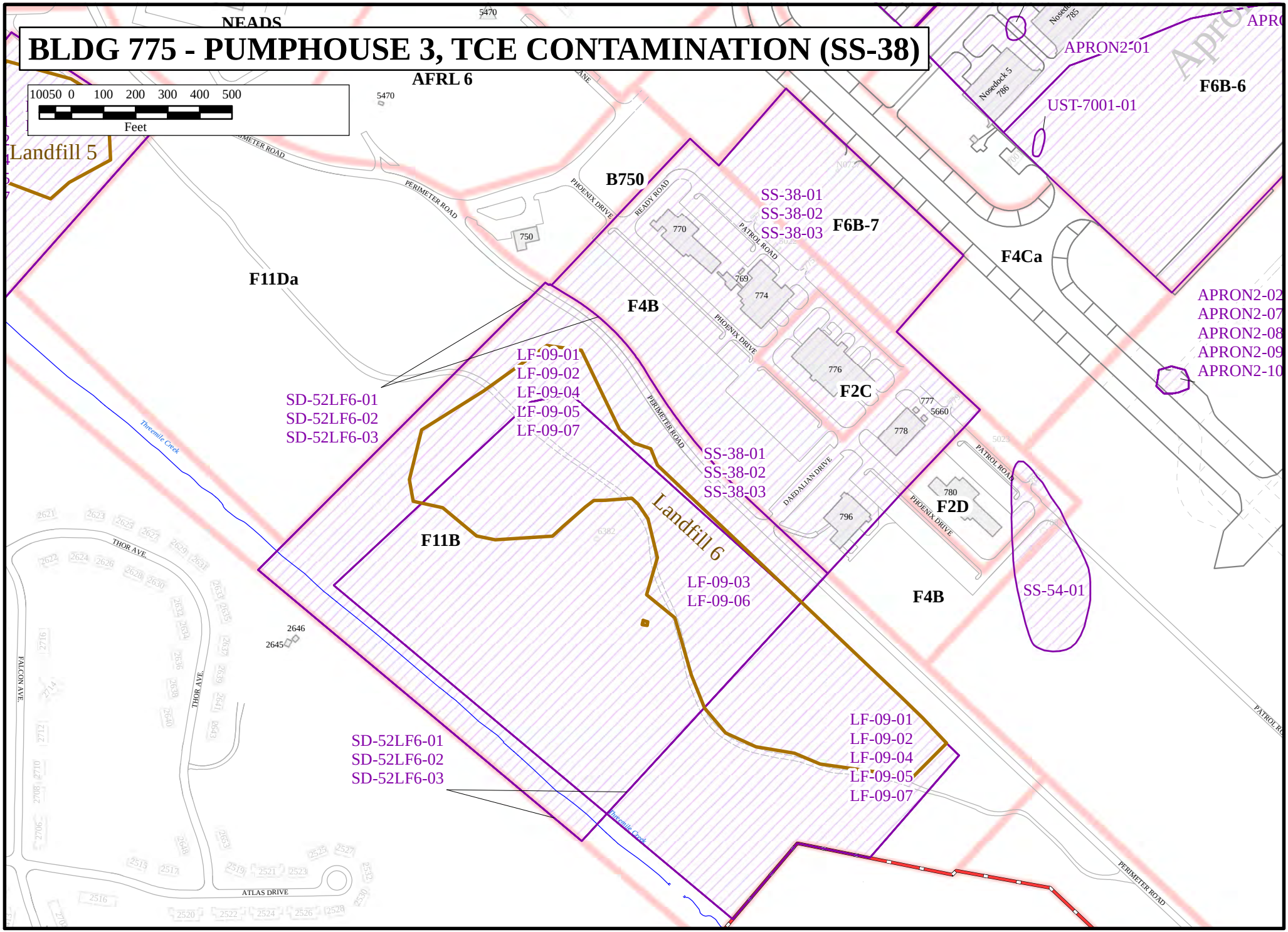
Photos:



2. Owner/Occupant Confirmation

Conducted

Owner/Occupant	Date	Valid	Not Valid
Frank Sanzone, GLDC	9/21/2011	X	



Path: R:\01 - Projects\Griffiss\04 - Site Inspections\2011 Inspections\Projects\Deed_Restrictions2011_Sites.mxd

SITE:

Building 781

1. On-Site Inspection

Inspected by:	Mark Grifasi
Date:	8/17/2011

Site Condition:

Parking lot, grassy-forested area. Long term monitoring and remediation are ongoing at the site.
Monitoring wells are in good condition.

LUC/ICs:

ID	LUC/ICs	Valid	Not Valid
SS-54-01	Soil/Groundwater Intrusive Work-Prior Approval	X	

Comments:

None

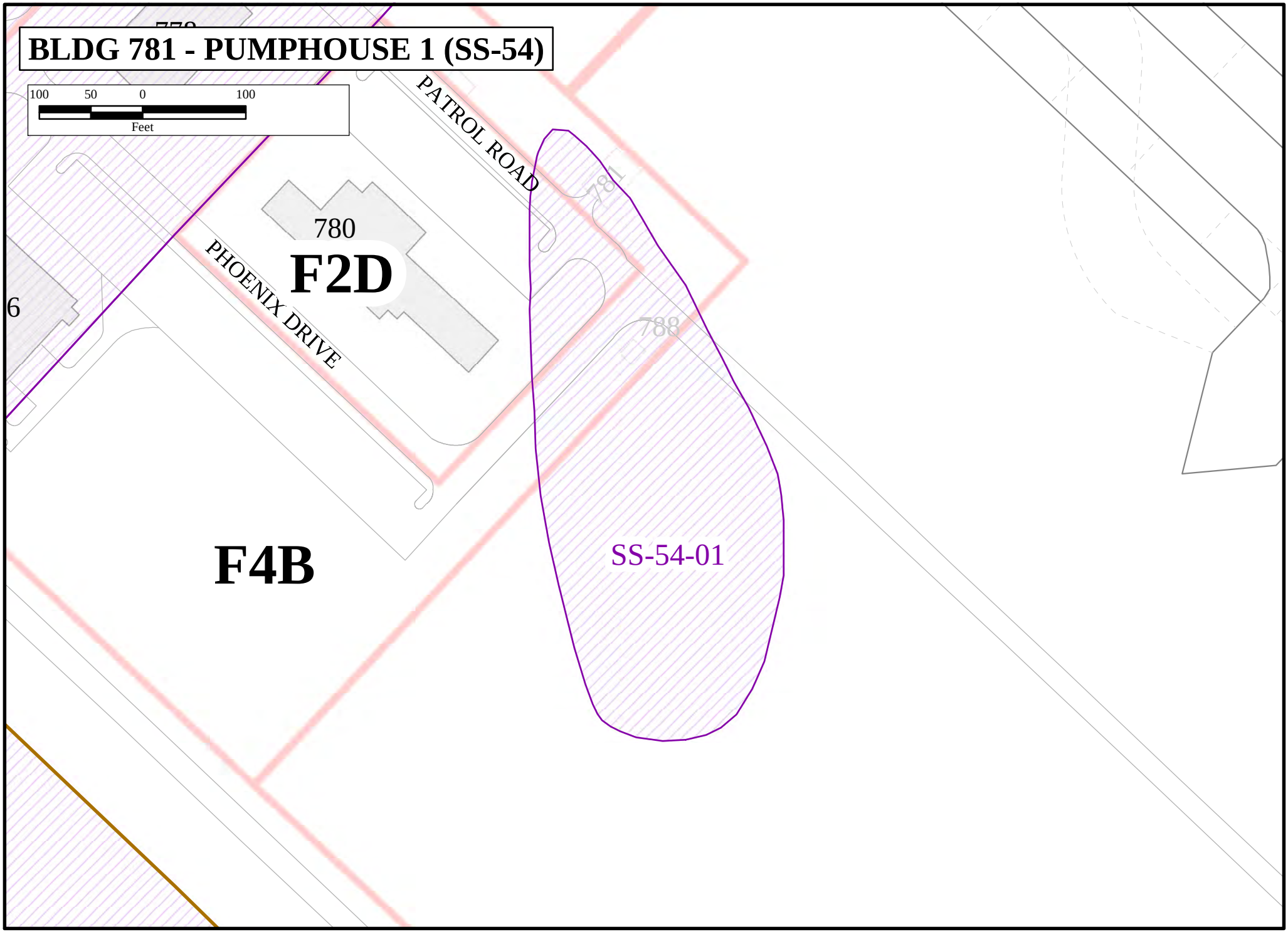
Photos:



2. Owner/Occupant Confirmation

Conducted

Owner/Occupant	Date	Valid	Not Valid
Frank Sanzone, GLDC	9/21/2011	X	



Path: R:\01 - Projects\Griffiss\04 - Site Inspections\2011 Inspections\Projects\Deed_Restrictions2011_Sites.mxd

SITE:

Building 786

1. On-Site Inspection

Inspected by:	Mark Grifasi
Date:	8/17/2011

Site Condition:

Area is open space between Building 785 and 786. Long term monitoring and remediation are ongoing
at the site. Monitoring wells are in good condition.

LUC/ICs:

ID	LUC/ICs	Valid	Not Valid
B-786-01	Soil/Groundwater Intrusive Work-Prior Approval	X	

Comments:

None

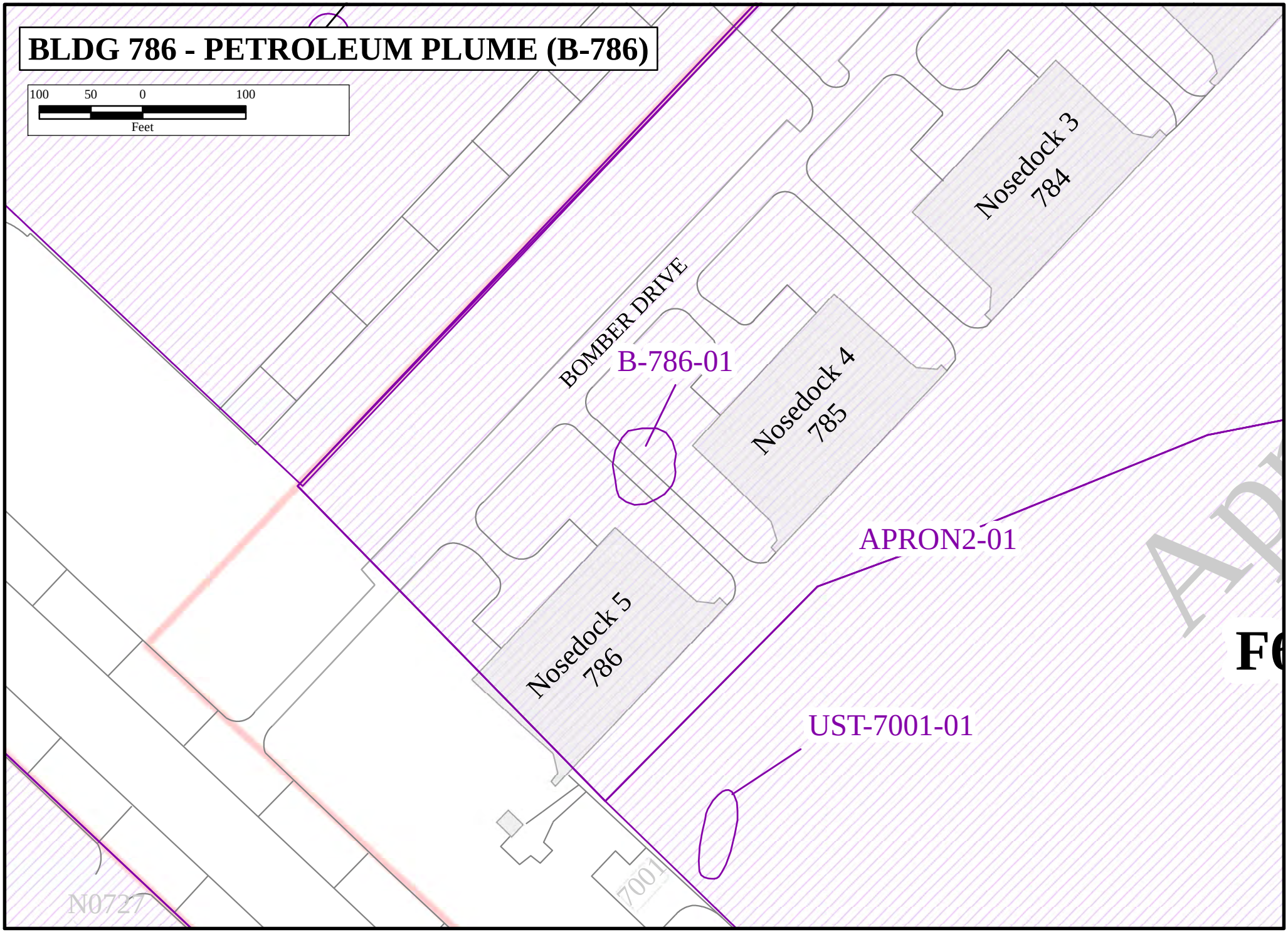
Photos:



2. Owner/Occupant Confirmation

Conducted

Owner/Occupant	Date	Valid	Not Valid
W. Vernon Gray, GAI	9/23/2011	X	



Path: R:\01 - Projects\Griffiss\04 - Site Inspections\2011 Inspections\Projects\Deed_Restrictions2011_Sites.mxd

SITE:

Building 789

1. On-Site Inspection

Inspected by:	Mark Grifasi
Date:	8/17/2011

Site Condition:

Concrete and grass area. Long term monitoring and groundwater remediation is ongoing at the site.
Monitoring wells and recovery wells are in good condition.

LUC/ICs:

ID	LUC/ICs	Valid	Not Valid
B-789-01	Soil/Groundwater Intrusive Work-Prior Approval	X	
B-789-02	Soil/Groundwater Intrusive Work-Prior Approval	X	
B-789-03	Soil/Groundwater Intrusive Work-Prior Approval	X	
B-789-04	Soil/Groundwater Intrusive Work-Prior Approval	X	

Comments:

None

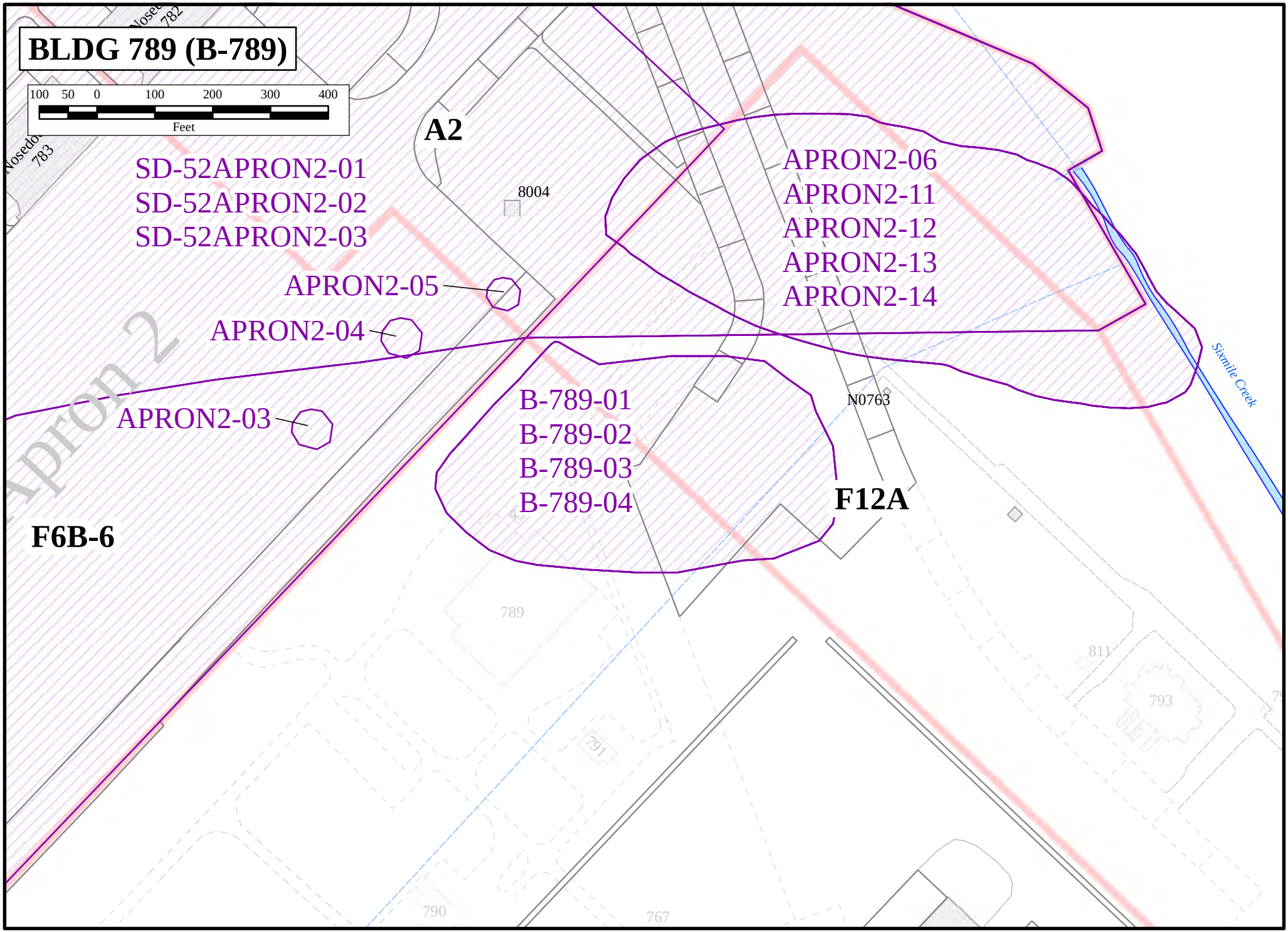
Photos:



2. Owner/Occupant Confirmation

Conducted

Owner/Occupant	Date	Valid	Not Valid
Frank Sanzone, GLDC	9/21/2011	X	



Path: R:\01 - Projects\Griffiss\04 - Site Inspections\2011 Inspections\Projects\Deed_Restrictions2011_Sites.mxd

SITE:

Building 817

1. On-Site Inspection

Inspected by:	Mark Grifasi
Date:	8/15/2011

Site Condition:

Grassed area. Long term monitoring is ongoing at the site.
Monitoring wells and recovery wells are in good condition.

LUC/ICs:

ID	LUC/ICs	Valid	Not Valid
SD-52B817-01	Soil/Groundwater Intrusive Work-Prior Approval	X	
SD-52B817-02	Groundwater Well Installation Restriction	X	
SD-52B817-03	Land-use Restriction-Protect Remedial Operations	X	

Comments:

Mr. Gray was informed that the LUC/IC site boundary extended into airport property. He confirmed
the that LUC/ICs were valid.

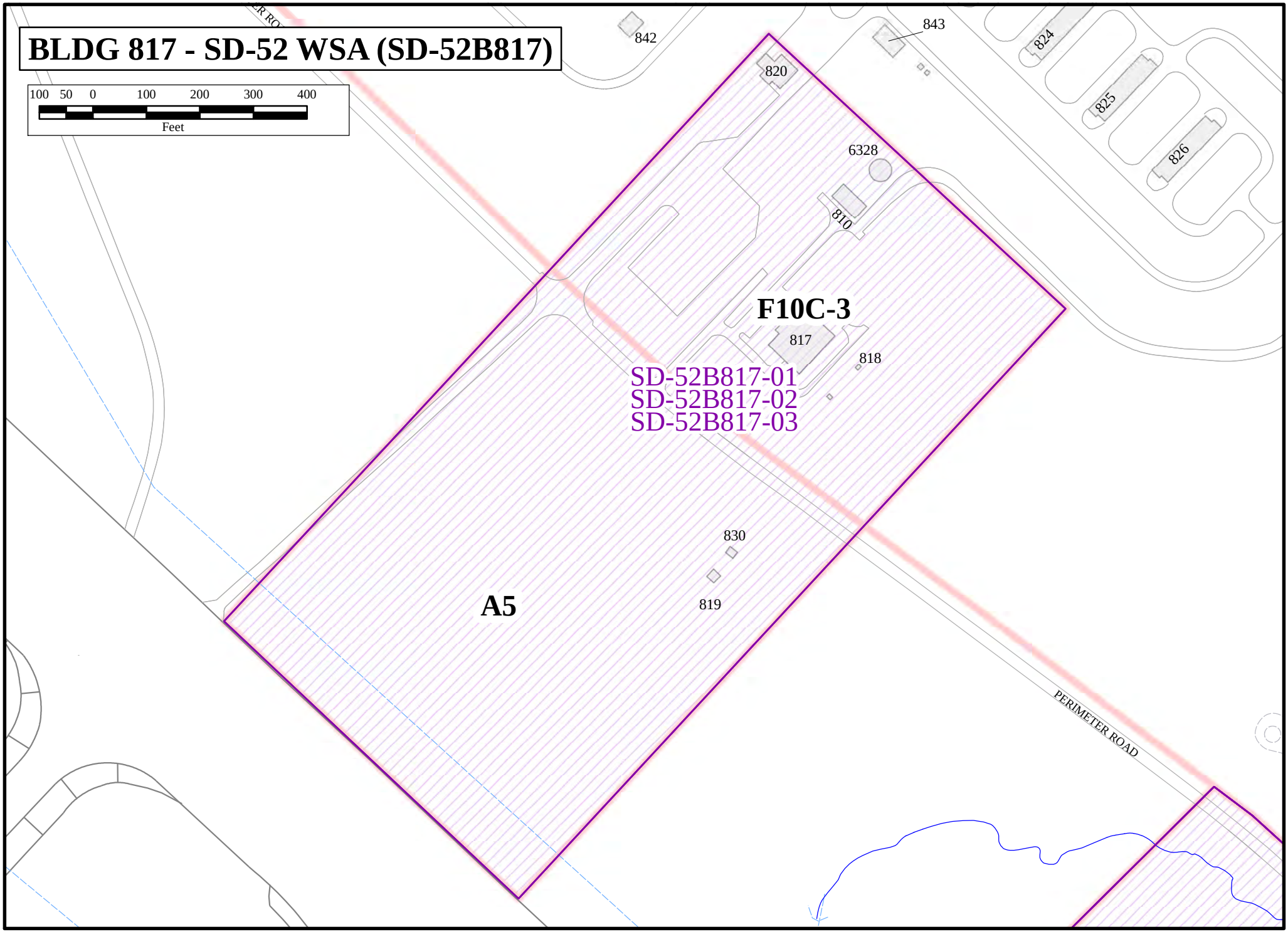
Photos:



2. Owner/Occupant Confirmation

Conducted

Owner/Occupant	Date	Valid	Not Valid
Frank Sanzone, GLDC	9/21/2011	X	
W. Vernon Gray, GAI	9/23/2011		X, see comments



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SITE:

Building 7001

1. On-Site Inspection

Inspected by:	Mark Grifasi
Date:	8/17/2011

Site Condition:

Site on Apron 2. Wells in good condition.

LUC/ICs:

ID	LUC/ICs	Valid	Not Valid
UST-7001-01	Soil/Groundwater Intrusive Work-Prior Approval	X	

Comments:

None

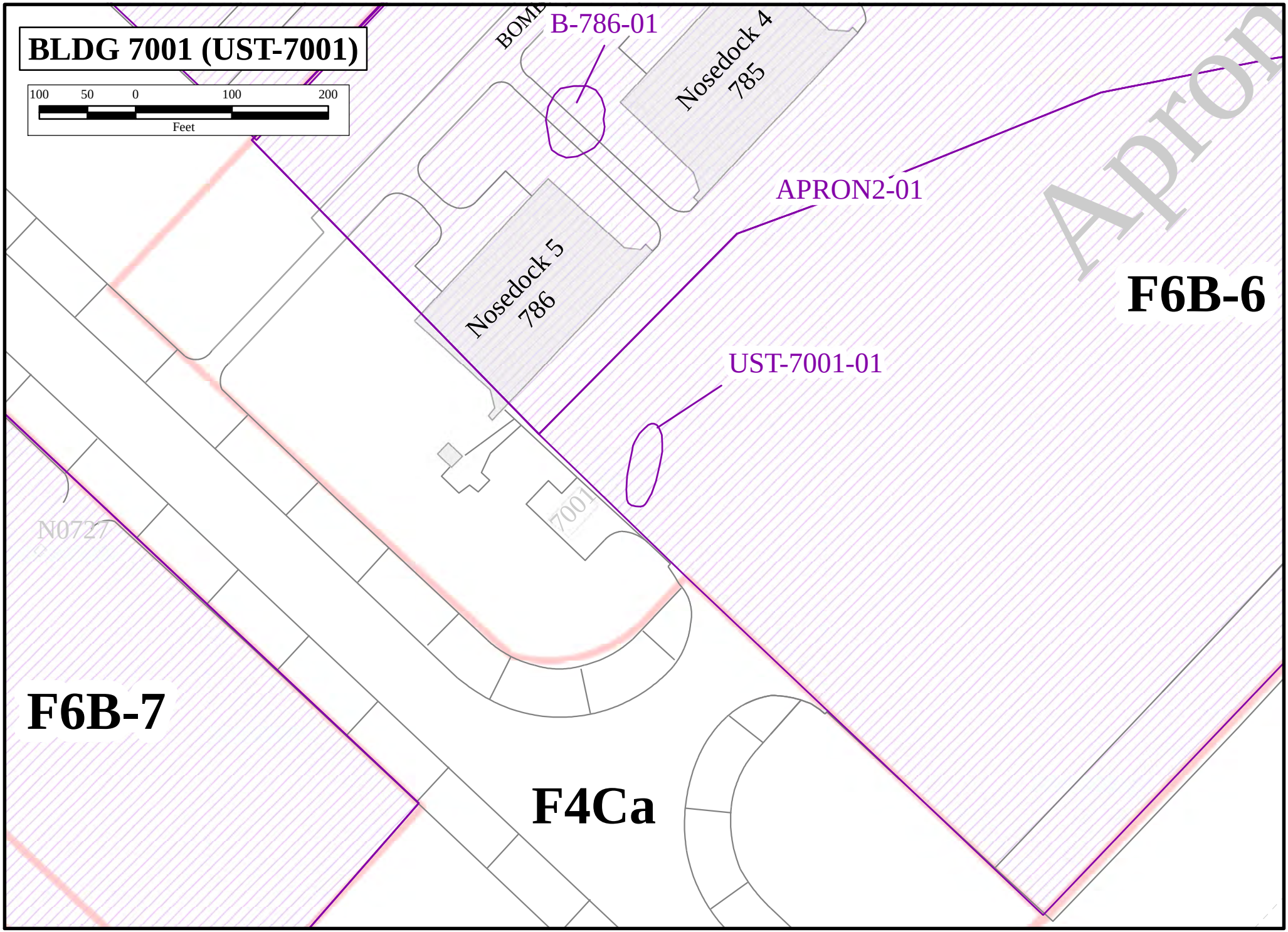
Photos:



2. Owner/Occupant Confirmation

Conducted

Owner/Occupant	Date	Valid	Not Valid
W. Vernon Gray, GAI	9/23/2011	X	



Path: R:\01 - Projects\Griffiss\04 - Site Inspections\2011 Inspections\Projects\Deed_Restrictions2011_Sites.mxd

SITE:
Coal Storage Yard Area AOC

1. On-Site Inspection

Inspected by:	Mark Grifasi
Date:	8/18/2011

Site Condition:

Grassy/asphalt area near commercial properties. Rainbow Creek culverted in 2008 and 2009.

LUC/ICs:

ID	LUC/ICs	Valid	Not Valid
SS-33-01	Land-use Restriction-Industrial/commercial/Non-residential	X	
SS-33-02	Adverse Aquifer Use Prohibited	X	
SS-33-03	Groundwater Consumption - Prior Approval	X	
SS-33-04	Subsurface Soil Relocation Restriction	X	

Comments:

None

Photos:

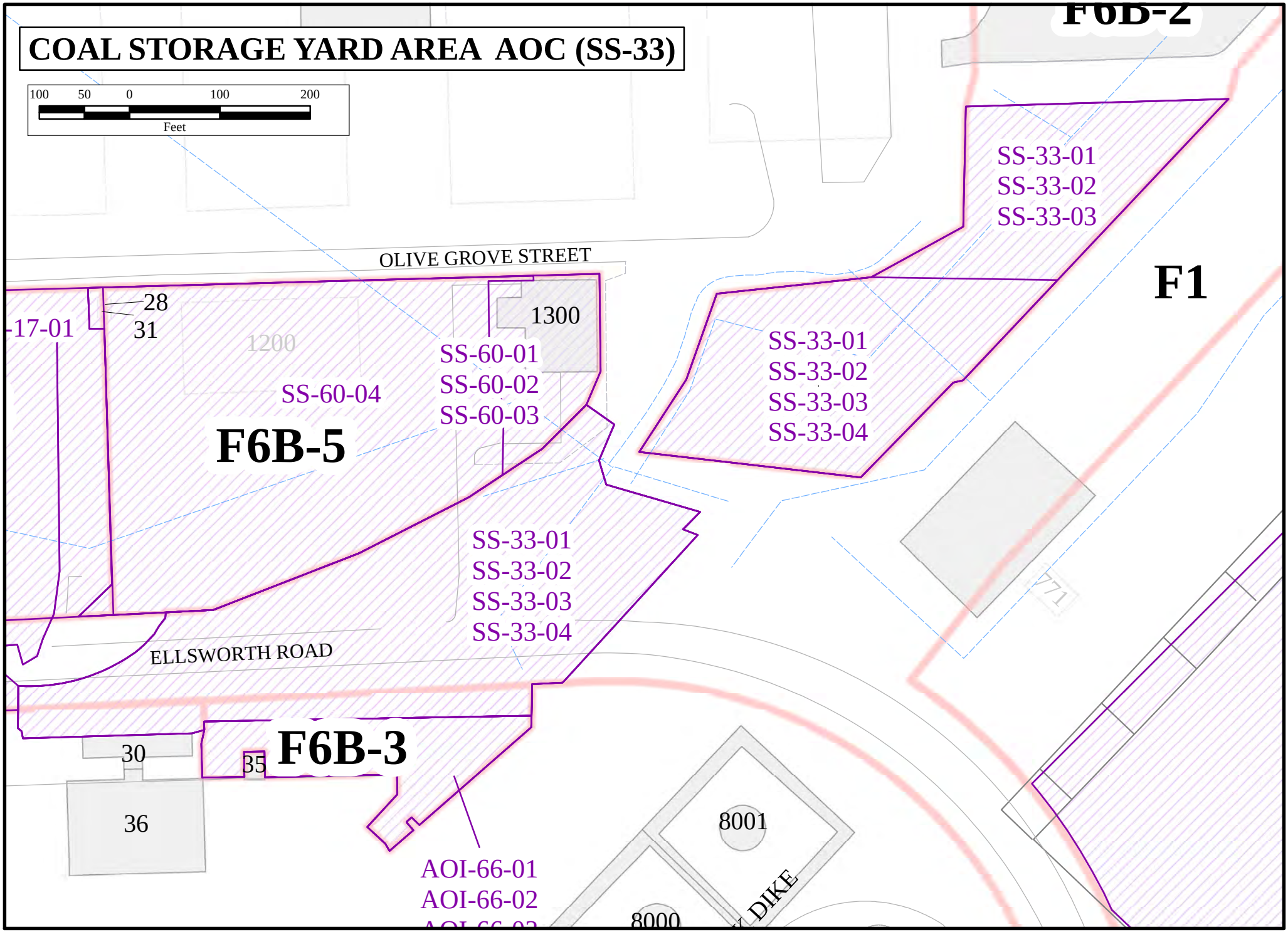




2. Owner/Occupant Confirmation

Conducted

Owner/Occupant	Date	Valid	Not Valid
Daniel Sanders, GUSC	9/26/2011	X	
Lynn Harvey, Birnie Bus	9/27/2011	X	



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SITE:

EPS

1. On-Site Inspection

Inspected by:	Mark Grifasi
Date:	8/17/2011

Site Condition:

Electrical Power Substation. Enclosed by fence.

LUC/ICs:

ID	LUC/ICs	Valid	Not Valid
SS-44-01	Groundwater Consumption - Prior Approval	X	
SS-44-02	Groundwater Intrusive Work - Prior Approval	X	
SS-44-03	Land-use Restriction-Protect Remedial Operations	X	
SS-44-04	Land-use Restriction-Industrial/commercial/Non-residential	X	
SS-44-05	Land-use Restriction-Electrical Substation	X	
SS-44-08	Subsurface Relocation Restriction	X	

Comments:

None

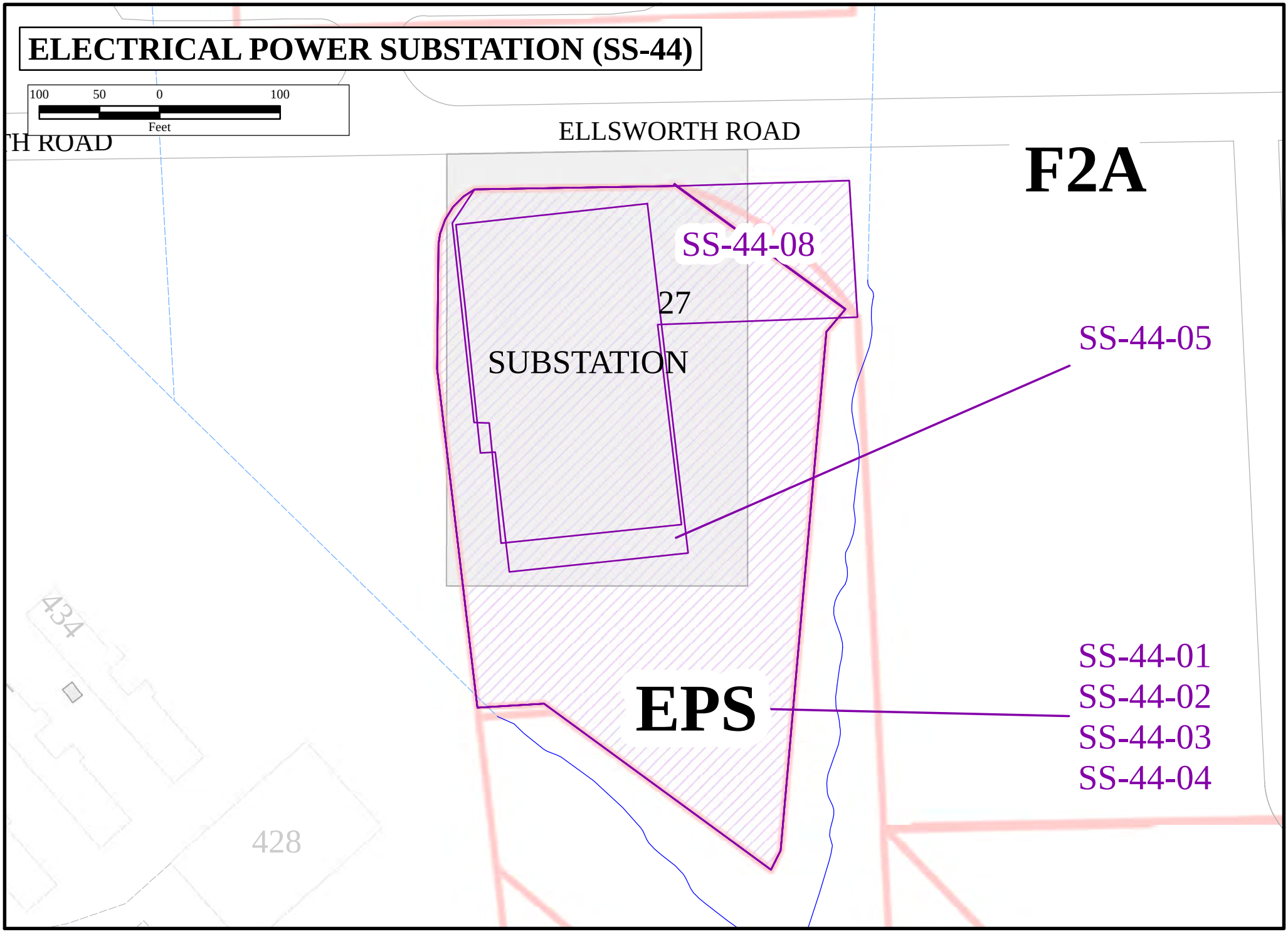
Photos:



2. Owner/Occupant Confirmation

Conducted

Owner/Occupant	Date	Valid	Not Valid
Daniel Sanders, GUSC	9/26/2011	X	



Path: R:\01 - Projects\Griffiss\04 - Site Inspections\2011 Inspections\Projects\Deed_Restrictions2011_Sites.mxd

SITE:

Fire Demonstration Area (SS-24)

1. On-Site Inspection

Inspected by:	Mark Grifasi
Date:	8/17/2011

Site Condition:

Vacant area with airport boundaries.

LUC/ICs:

ID	LUC/ICs	Valid	Not Valid
SS-24-01	Groundwater Consumption - Prior Approval	X	
SS-24-02	Groundwater Well Installation Restriction	X	
SS-24-03	Land-use Restriction-Protect Remedial Operations	X	

Comments:

None

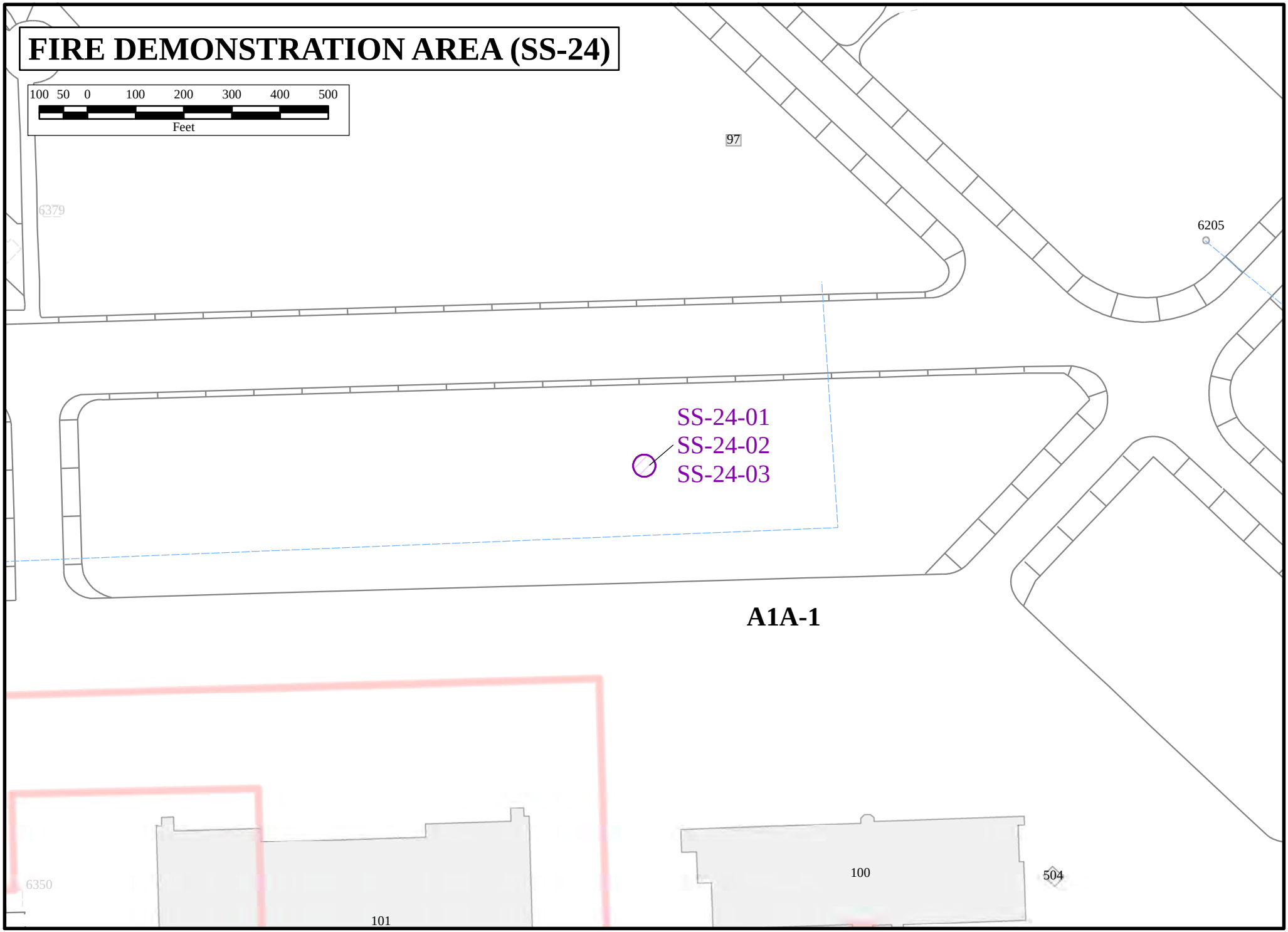
Photos:



2. Owner/Occupant Confirmation

Conducted

Owner/Occupant	Date	Valid	Not Valid
W. Vernon Gray, GAI	9/23/2011	X	



Path: R:\01 - Projects\Griffiss\04 - Site Inspections\2011 Inspections\Projects\Deed_Restrictions2011_Sites.mxd

SITE:
Fire Protection Training Area

1. On-Site Inspection

Inspected by:	Mark Grifasi
Date:	8/18/2011

Site Condition:

Vacant area with airport boundary. No structures on site

LUC/ICs:

ID	LUC/ICs	Valid	Not Valid
FT-30-01	Protect Closure / Post-Closure Activities	X	

Comments:

None

Photos:

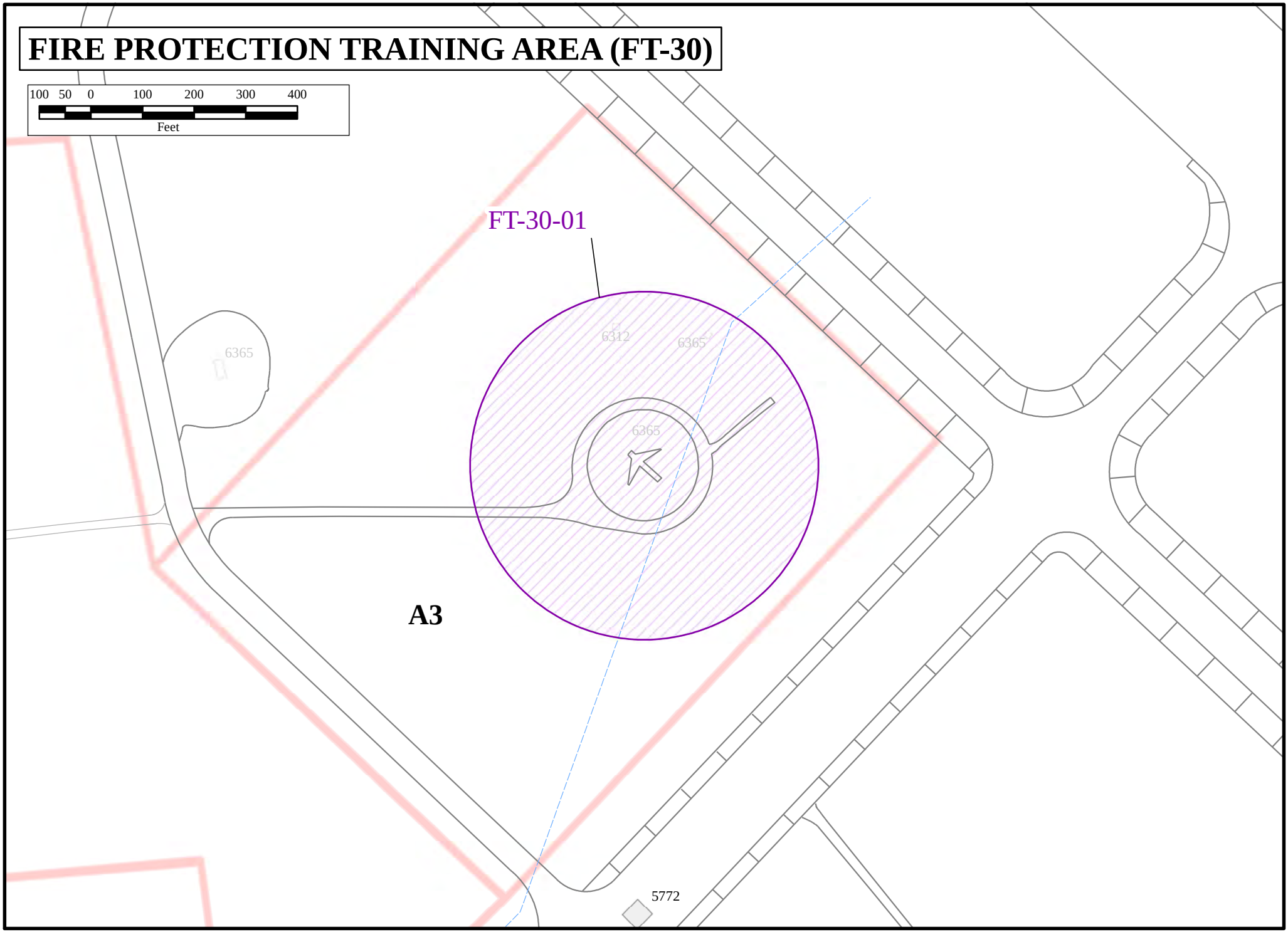


2. Owner/Occupant Confirmation

Conducted

Owner/Occupant	Date	Valid	Not Valid
W. Vernon Gray, GAI	9/23/2011	X	

FIRE PROTECTION TRAINING AREA (FT-30)



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SITE:

Landfill 1 AOC

1. On-Site Inspection

Inspected by:	Mark Grifasi
Date:	8/18/2011

Site Condition:

Open space Landfill 1. Groundwater LTM, no evidence of damage to the cap.
Signs and wells are in good condition.

LUC/ICs:

ID	LUC/ICs	Valid	Not Valid
LF-01-01	Groundwater Consumption - Prior Approval	X	
LF-01-02	Adverse Aquifer Use Prohibited	X	
LF-01-03	Protect Closure/ Post Closure Activities	X	
LF-01-04	Groundwater Intrusive Work -Prior Approval	X	
LF-01-05	Land-use Restrictions-Protect Remedial Operations	X	
LF-01-06	Landfill Fencing/Signage	X	
LF-01-07	Annual Inspection/ Reporting to USEPA/NYSDEC	X	

Comments:

None

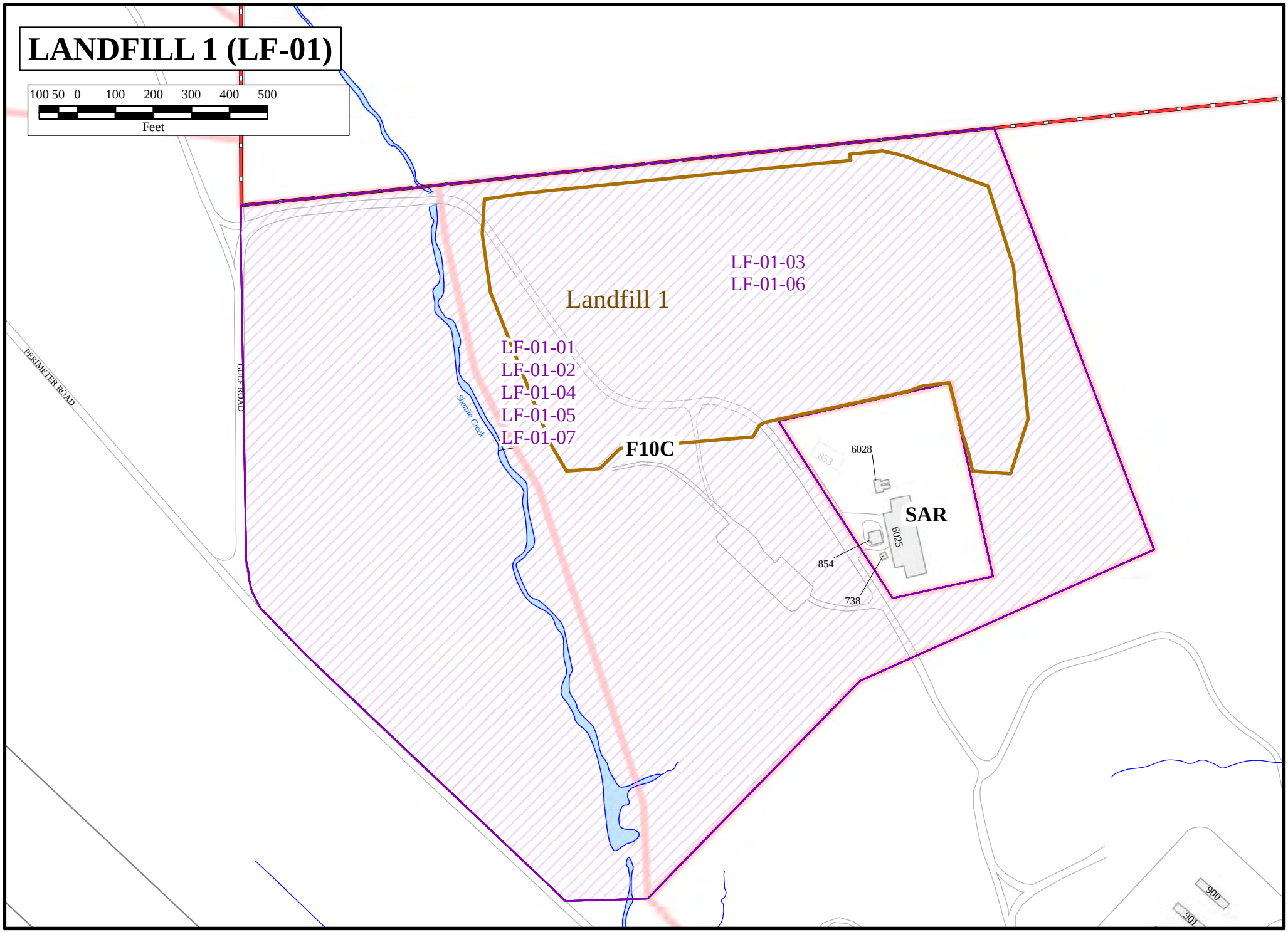
Photos:



2. Owner/Occupant Confirmation

Not Conducted

Owner/Occupant	Date	Valid	Not Valid



Path: R:\01 - Projects\Griffiss\04 - Site Inspections\2011 Inspections\Projects\Deed_Restrictions2011_Sites.mxd

SITE:

Landfill 2/3 AOC

1. On-Site Inspection

Inspected by:	Mark Grifasi
Date:	8/18/2011

Site Condition:

Open space Landfill 2/3. Groundwater LTM, no evidence of damage to the cap.
Signs and wells are in good condition.

LUC/ICs:

ID	LUC/ICs	Valid	Not Valid
LF-02-01	Groundwater Consumption - Prior Approval	X	
LF-02-02	Adverse Aquifer Use Prohibited	X	
LF-02-03	Protect Closure/ Post Closure Activities	X	
LF-02-04	Groundwater Intrusive Work -Prior Approval	X	
LF-02-05	Land-use Restrictions-Protect Remedial Operations	X	
LF-02-06	Landfill Fencing/Signage	X	
LF-02-07	Annual Inspection/ Reporting to USEPA/NYSDEC	X	

Comments:

None

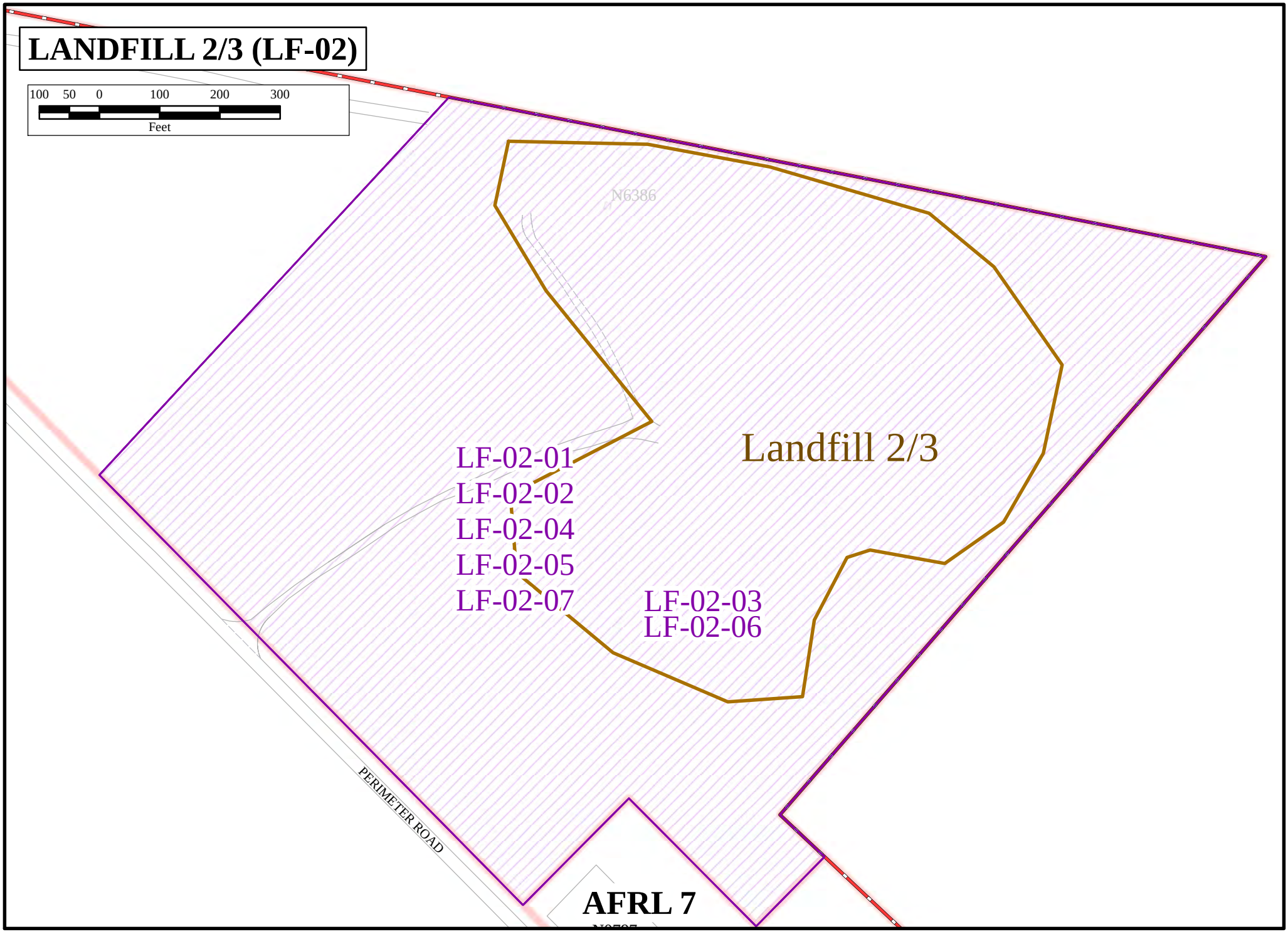
Photos:



2. Owner/Occupant Confirmation

Not Conducted

Owner/Occupant	Date	Valid	Not Valid



Path: R:\01 - Projects\Griffiss\04 - Site Inspections\2011 Inspections\Projects\Deed_Restrictions2011_Sites.mxd

SITE:

Landfill 5 AOC

1. On-Site Inspection

Inspected by:	Mark Grifasi
Date:	8/18/2011

Site Condition:

Open space Landfill 5. Groundwater LTM, no evidence of damage to the cap.
Signs and wells are in good condition.

LUC/ICs:

ID	LUC/ICs	Valid	Not Valid
LF-07-01	Groundwater Consumption - Prior Approval	X	
LF-07-02	Adverse Aquifer Use Prohibited	X	
LF-07-03	Protect Closure/ Post Closure Activities	X	
LF-07-04	Groundwater Intrusive Work -Prior Approval	X	
LF-07-05	Land-use Restrictions-Protect Remedial Operations	X	
LF-07-06	Landfill Fencing/Signage	X	
LF-07-07	Annual Inspection/ Reporting to USEPA/NYSDEC	X	

Comments:

None

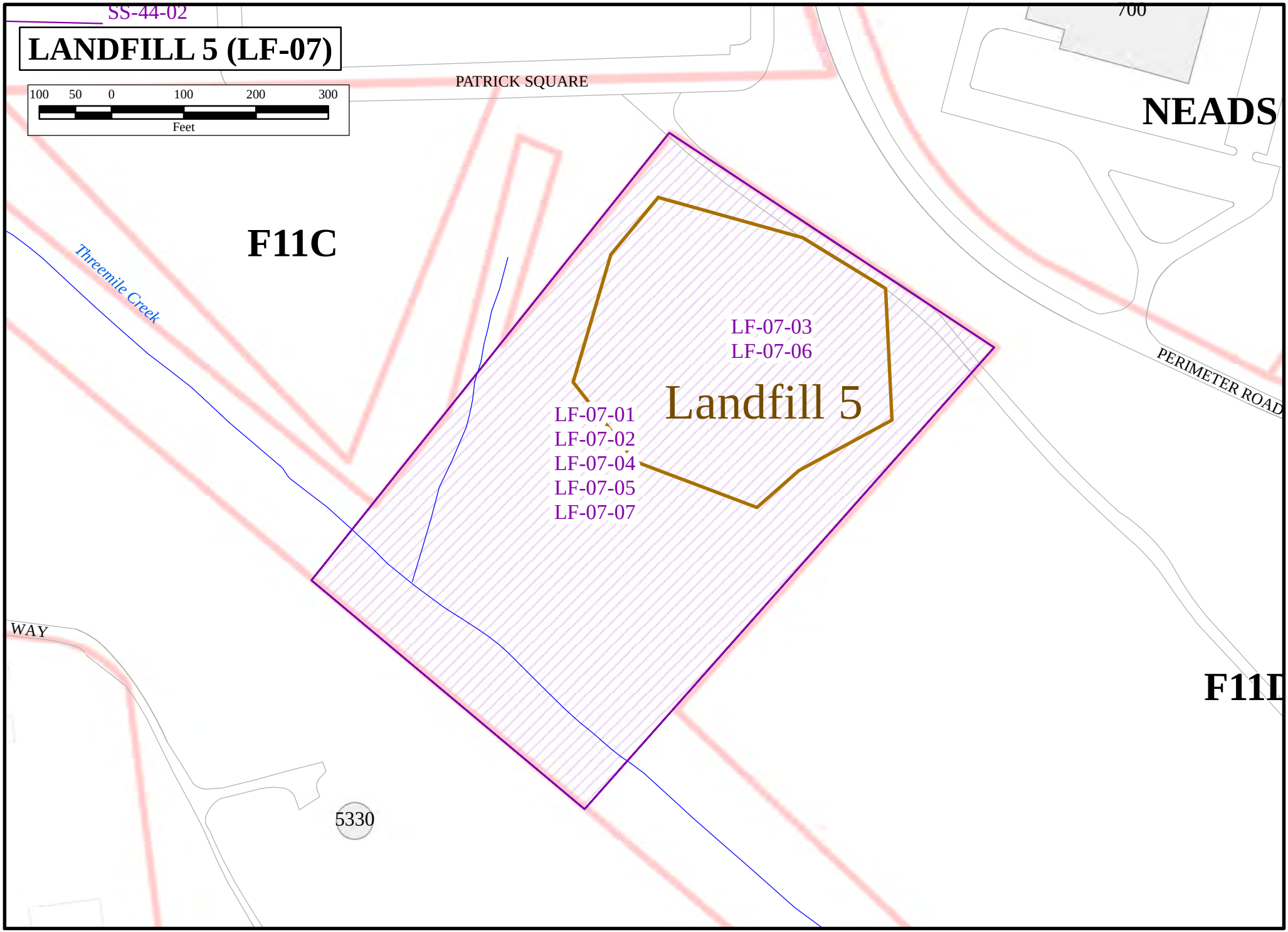
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2. Owner/Occupant Confirmation

Not Conducted

Owner/Occupant	Date	Valid	Not Valid



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SITE:

Landfill 6 AOC

1. On-Site Inspection

Inspected by:	Mark Grifasi
Date:	8/18/2011

Site Condition:

Open space Landfill 6 Groundwater LTM, no evidence of damage to the cap.
Signs and wells are in good condition.
Public walking trail along Western edge to TMC and former skyline housing area.

LUC/ICs:

ID	LUC/ICs	Valid	Not Valid
LF-09-01	Groundwater Consumption - Prior Approval	X	
LF-09-02	Adverse Aquifer Use Prohibited	X	
LF-09-03	Protect Closure/ Post Closure Activities	X	
LF-09-04	Groundwater Intrusive Work -Prior Approval	X	
LF-09-05	Land-use Restrictions-Protect Remedial Operations	X	
LF-09-06	Landfill Fencing/Signage	X	
LF-09-07	Annual Inspection/ Reporting to USEPA/NYSDEC	X	
SD-52LF6-01	Soil/Groundwater Intrusive Work-Prior Approval	X	
SD-52LF6-02	Groundwater Well Installation Restriction	X	
SD-52LF6-03	Land-use Restriction-Protect Remedial Operations	X	

Comments:

None

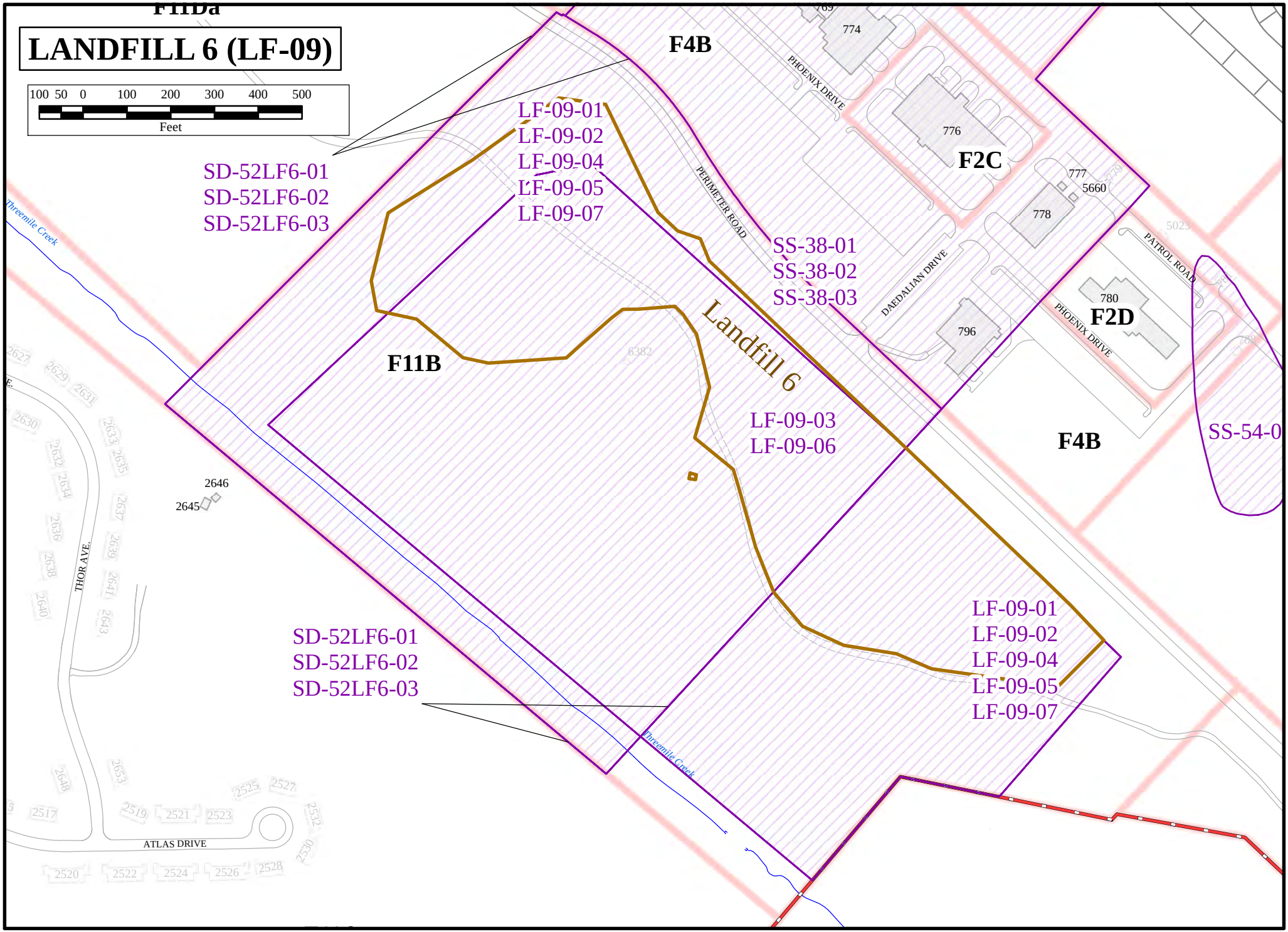
Photos:



2. Owner/Occupant Confirmation

Not Conducted

Owner/Occupant	Date	Valid	Not Valid



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SITE:

Landfill 7 AOC

1. On-Site Inspection

Inspected by:	Mark Grifasi
Date:	8/18/2011

Site Condition:

Open space Landfill 7. Groundwater LTM, no evidence of damage to the cap.
Signs and wells are in good condition.

LUC/ICs:

ID	LUC/ICs	Valid	Not Valid
LF-03-01	Groundwater Consumption - Prior Approval	X	
LF-03-02	Adverse Aquifer Use Prohibited	X	
LF-03-03	Protect Closure/ Post Closure Activities	X	
LF-03-04	Groundwater Intrusive Work -Prior Approval	X	
LF-03-05	Land-use Restrictions-Protect Remedial Operations	X	
LF-03-06	Landfill Fencing/Signage	X	
LF-03-07	Annual Inspection/ Reporting to USEPA/NYSDEC	X	

Comments:

None

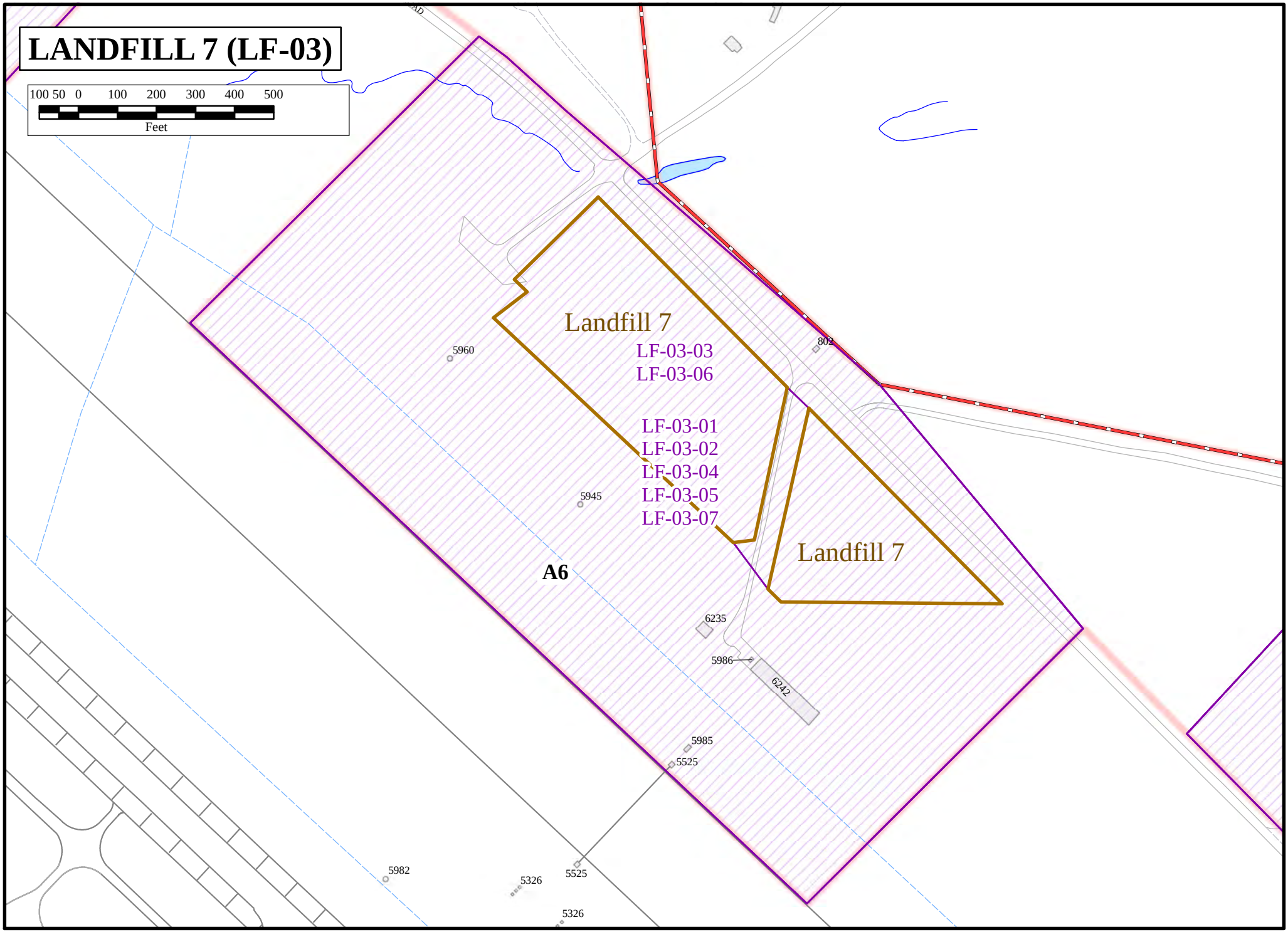
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2. Owner/Occupant Confirmation

Not Conducted

Owner/Occupant	Date	Valid	Not Valid



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SITE:

Lot 69

1. On-Site Inspection

Inspected by:	Mark Grifasi
Date:	8/18/2011

Site Condition:

Parking area for Birnie Bus Service Inc.

LUC/ICs:

ID	LUC/ICs	Valid	Not Valid
SS-17-01	Groundwater Consumption - Prior Approval	X	
SS-17-02	Land-use Restriction-Industrial/Commercial/ Non-Residential	X	
SS-17-03	Land-use Restriction-Protect Remedial Operations	X	
OWS-015-3-01	Soil/Groundwater Intrusive Work - Prior Approval	X	
OWS-015-3-02	Soil/Groundwater Intrusive Work - Prior Approval	X	

Comments:

None

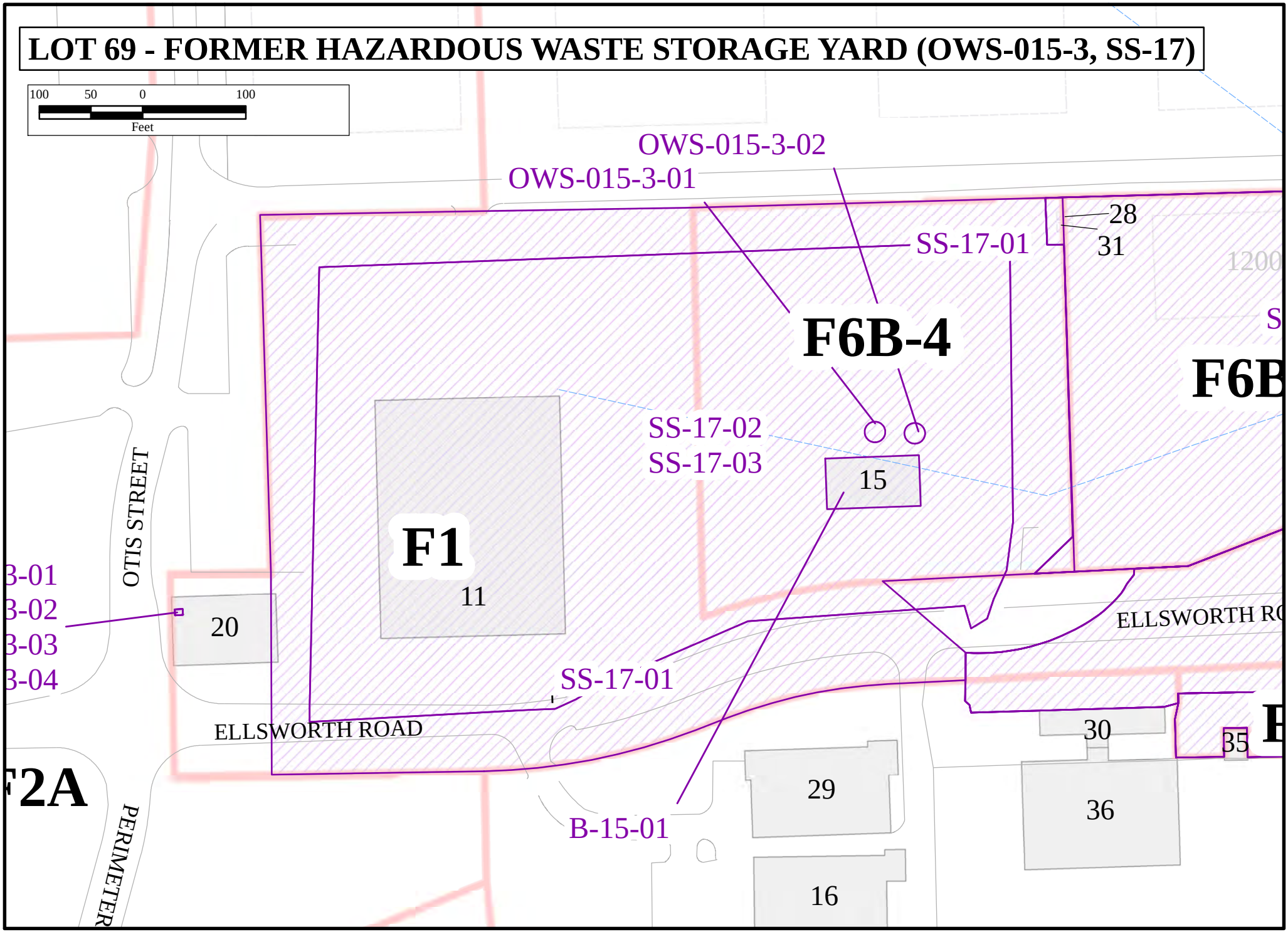
Photos:



2. Owner/Occupant Confirmation

Conducted

Owner/Occupant	Date	Valid	Not Valid
Lynn Harvey, Birnie Bus	9/27/2011	X	



Path: R:\01 - Projects\Griffiss\04 - Site Inspections\2011 Inspections\Projects\Deed_Restrictions2011_Sites.mxd

SITE:

Building T-9

1. On-Site Inspection

Inspected by:	Mark Grifasi
Date:	8/18/2011

Site Condition:

Vacant area and Olive oil plant commercial operations. Monitoring wells not associated with AF on-site.

LUC/ICs:

ID	LUC/ICs	Valid	Not Valid
SS-25-01	Groundwater Consumption - Prior Approval	X	
SS-25-02	Adverse Aquifer Use Prohibited	X	
SS-25-03	Land-use Restriction-Industrial/Commercial/ Non-Residential	X	
SS-25-04	Soil/Groundwater Intrusive Work - Prior Approval	X	

Comments:

None

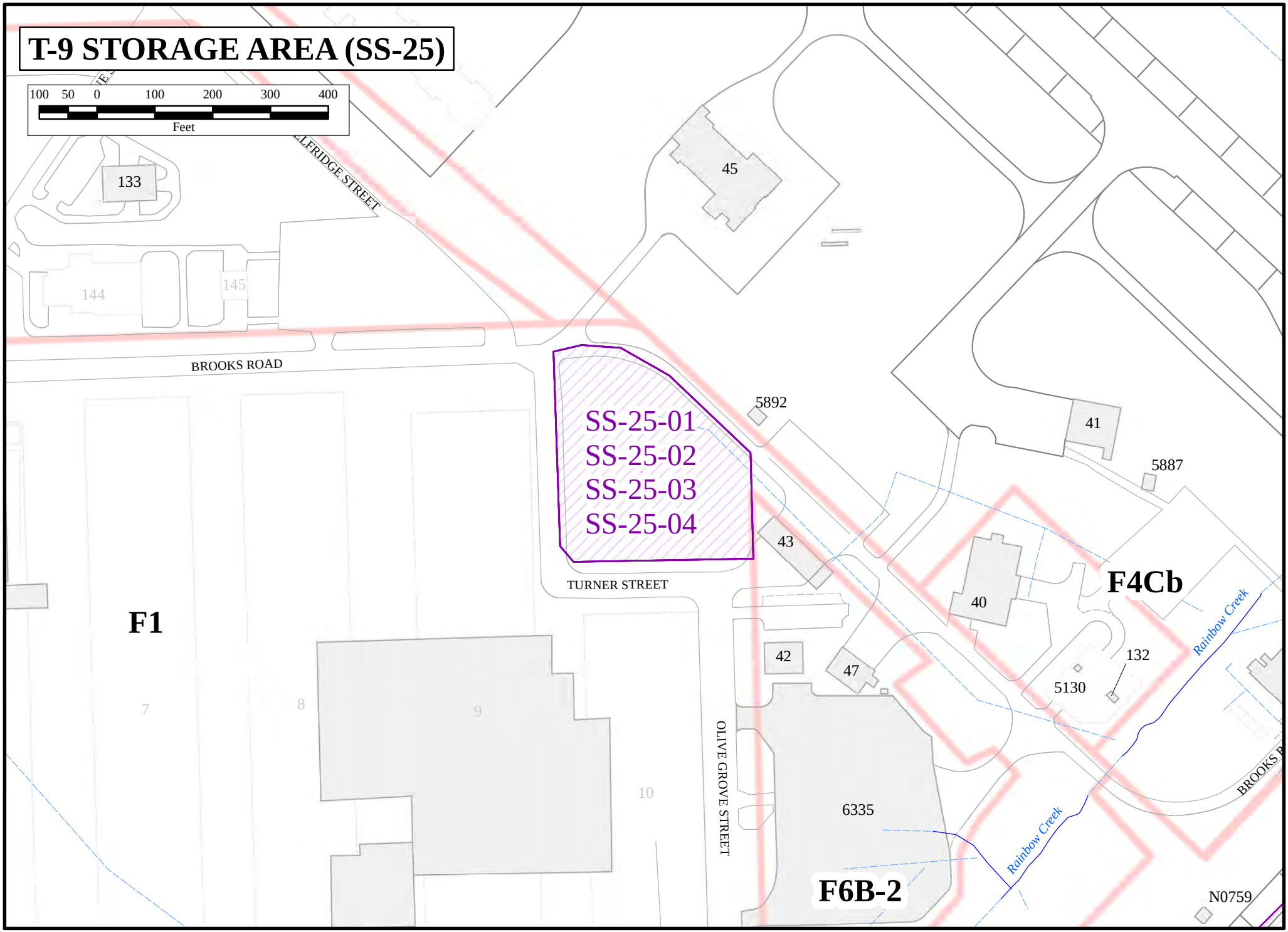
Photos:



2. Owner/Occupant Confirmation

Conducted

Owner/Occupant	Date	Valid	Not Valid
Frank Sanzone, GLDC	9/21/2011	X	



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SITE:

Building 35

1. On-Site Inspection

Inspected by:	Mark Grifasi
Date:	8/18/2011

Site Condition:

Birnie Bus Parking Lot

LUC/ICs:

ID	LUC/ICs	Valid	Not Valid
SS-60-01	Groundwater Consumption - Prior Approval	X	
SS-60-02	Adverse Aquifer Use Prohibited	X	
SS-60-03	Land-use Restriction-Industrial/Commercial/ Non-Residential	X	
SS-60-04	Subsurface Soil Relocation Restriction	X	

Comments:

None

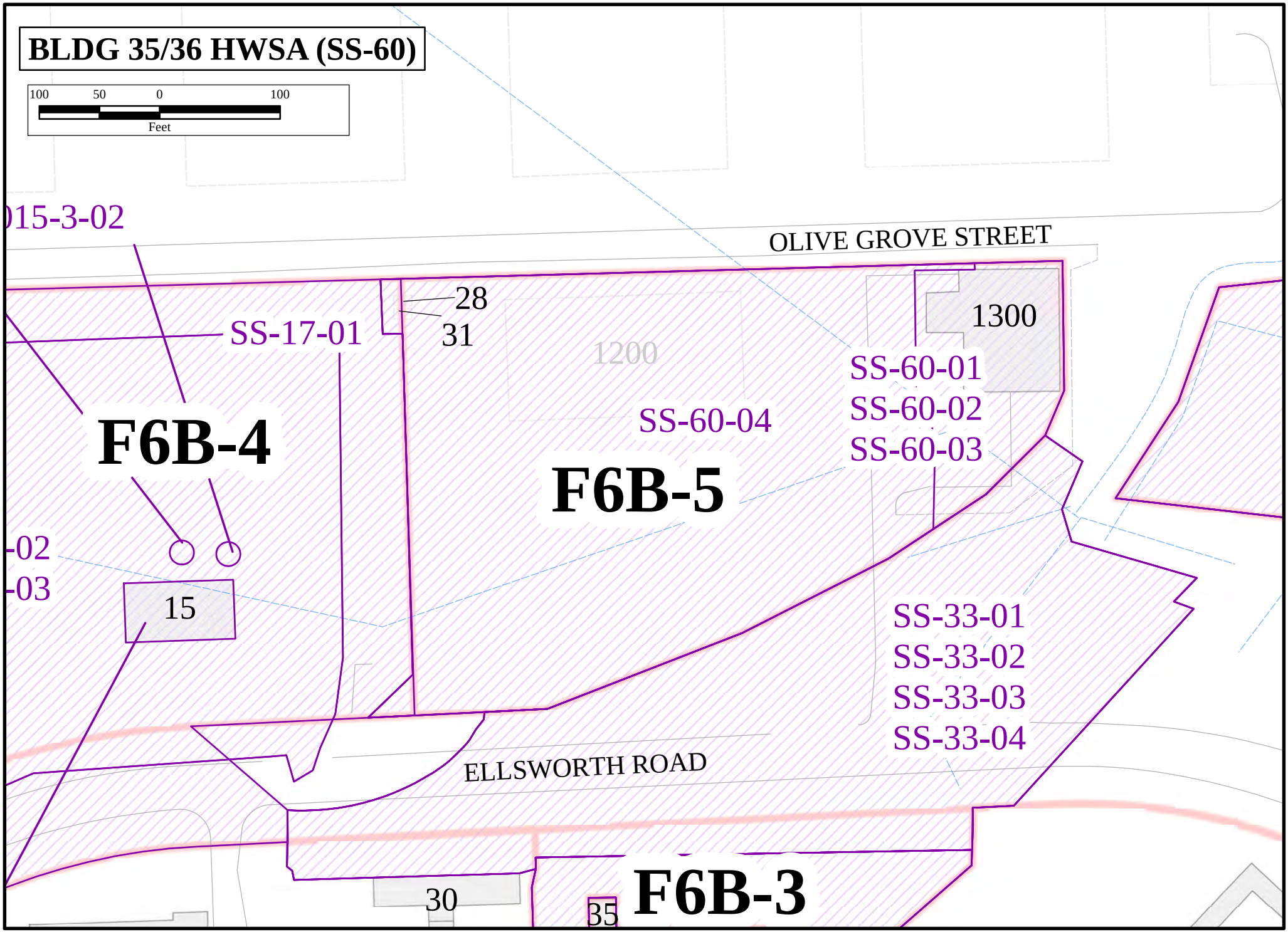
Photos:



2. Owner/Occupant Confirmation

Conducted

Owner/Occupant	Date	Valid	Not Valid
Lynn Harvey, Birnie Bus	9/27/2011	X	



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SITE:

Tank Farms 1 and 3

1. On-Site Inspection

Inspected by:	Mark Grifasi
Date:	8/18/2011

Site Condition:

Grass area and parking lot for Rome Labs. Groundwater LTM is ongoing at the site.
Monitoring wells are in good condition.

LUC/ICs:

ID	LUC/ICs	Valid	Not Valid
SS-20-01	Soil/Groundwater Intrusive Work-Prior Approval	X	

Comments:

None

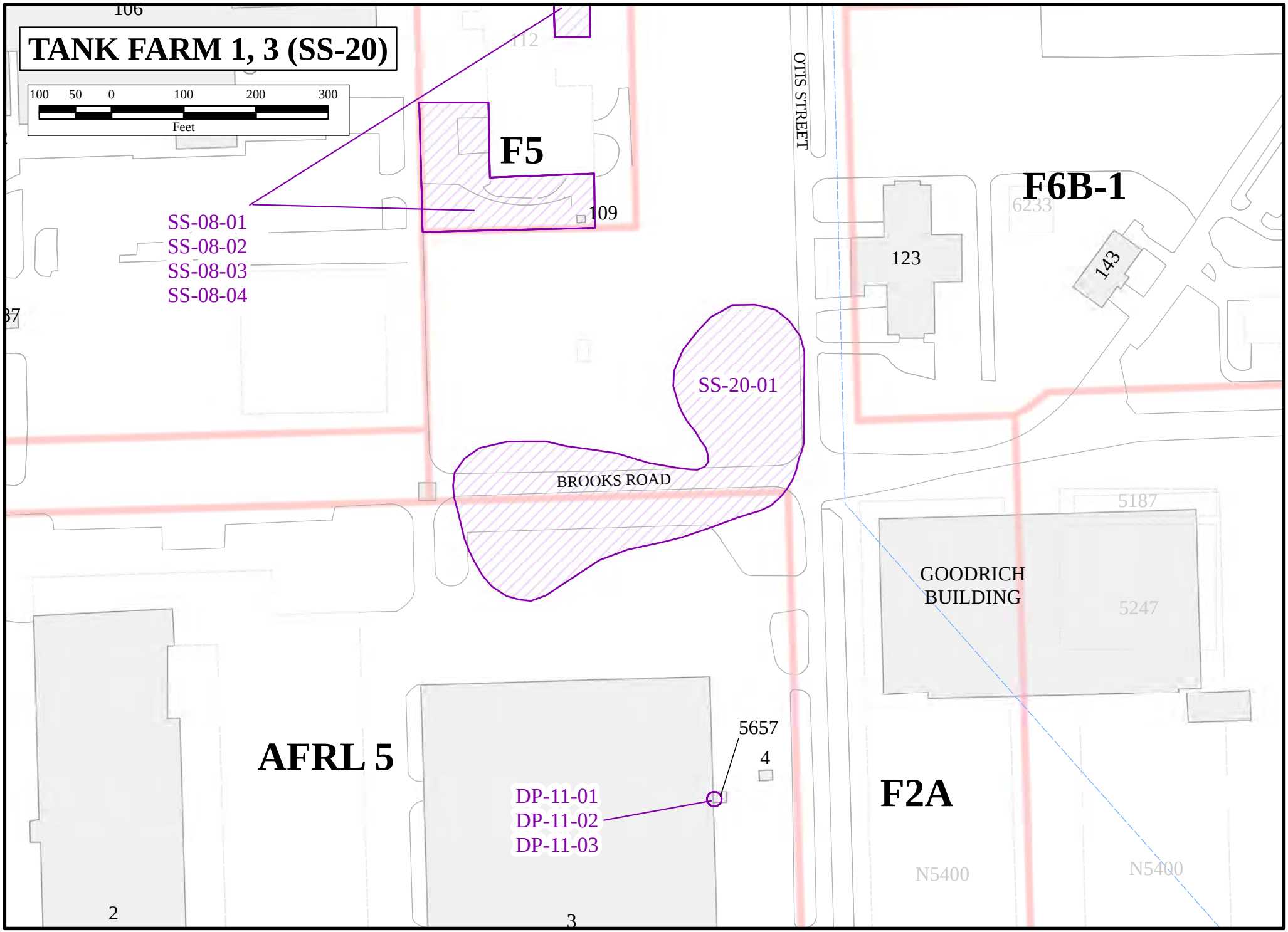
Photos:



2. Owner/Occupant Confirmation

Conducted

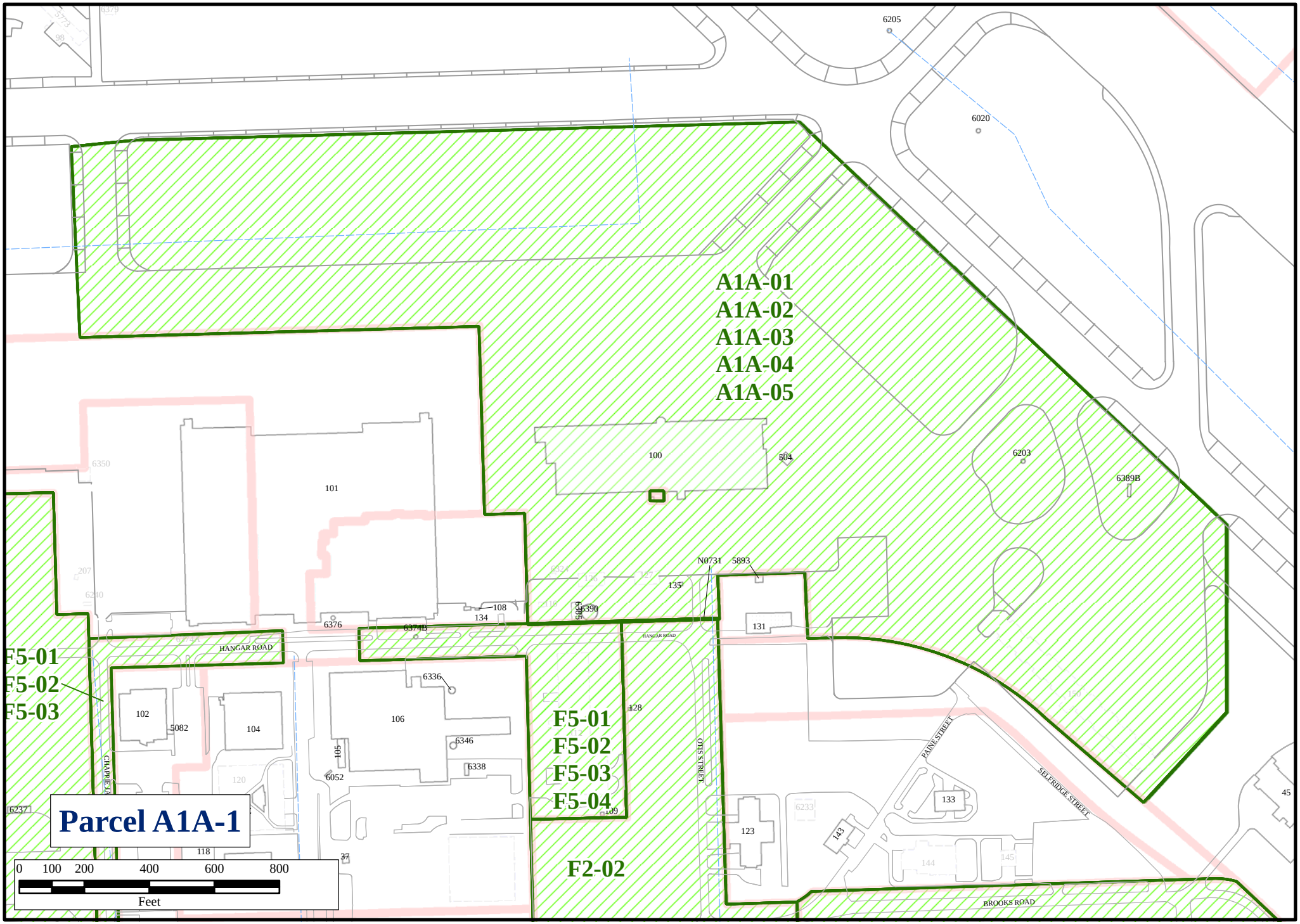
Owner/Occupant	Date	Valid	Not Valid
Frank Sanzone, GLDC	9/21/2011	X	
Calvin Sprague, AFRL	10/4/2011	X	



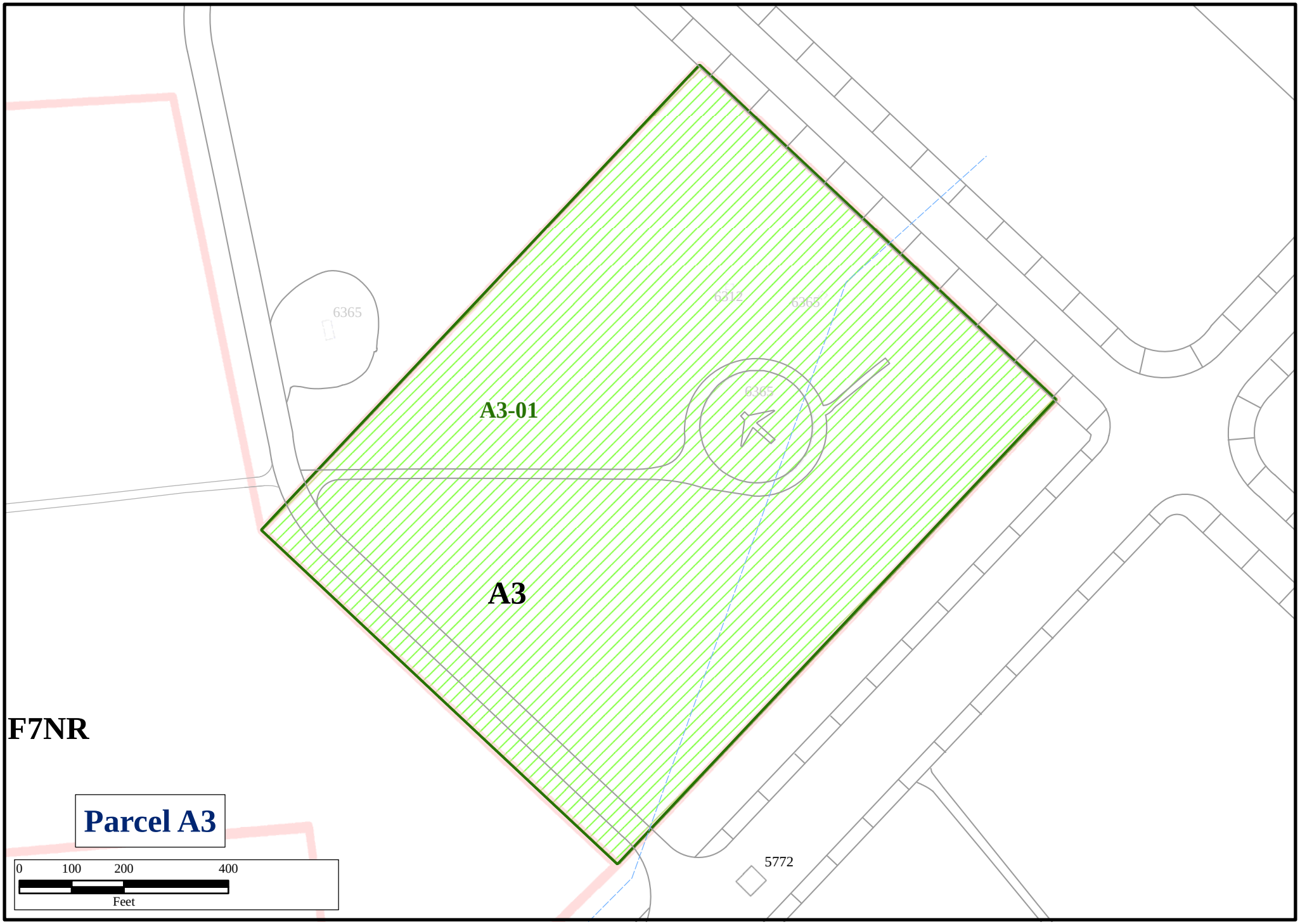
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EXHIBIT 2

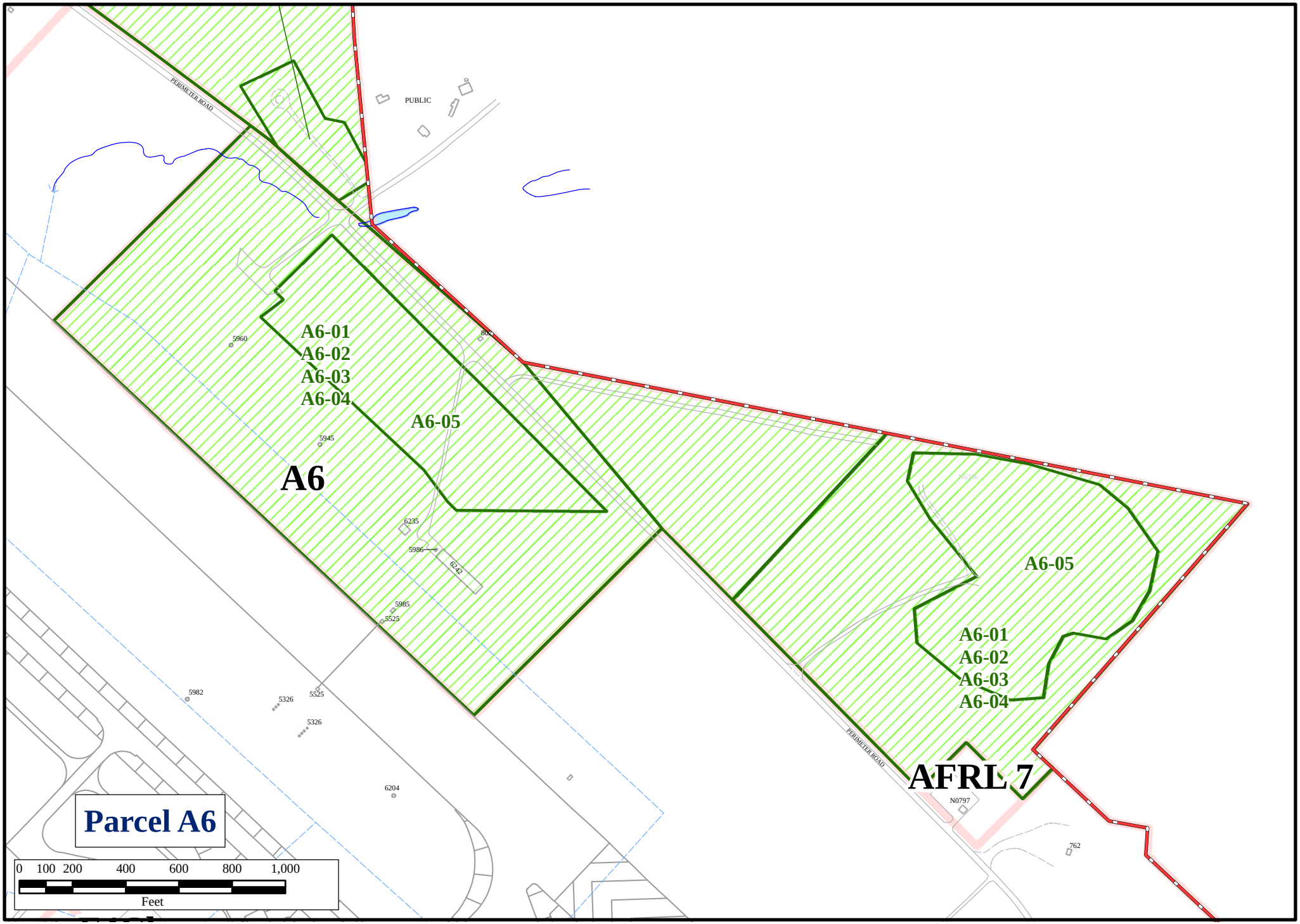
Parcel Boundary Figures



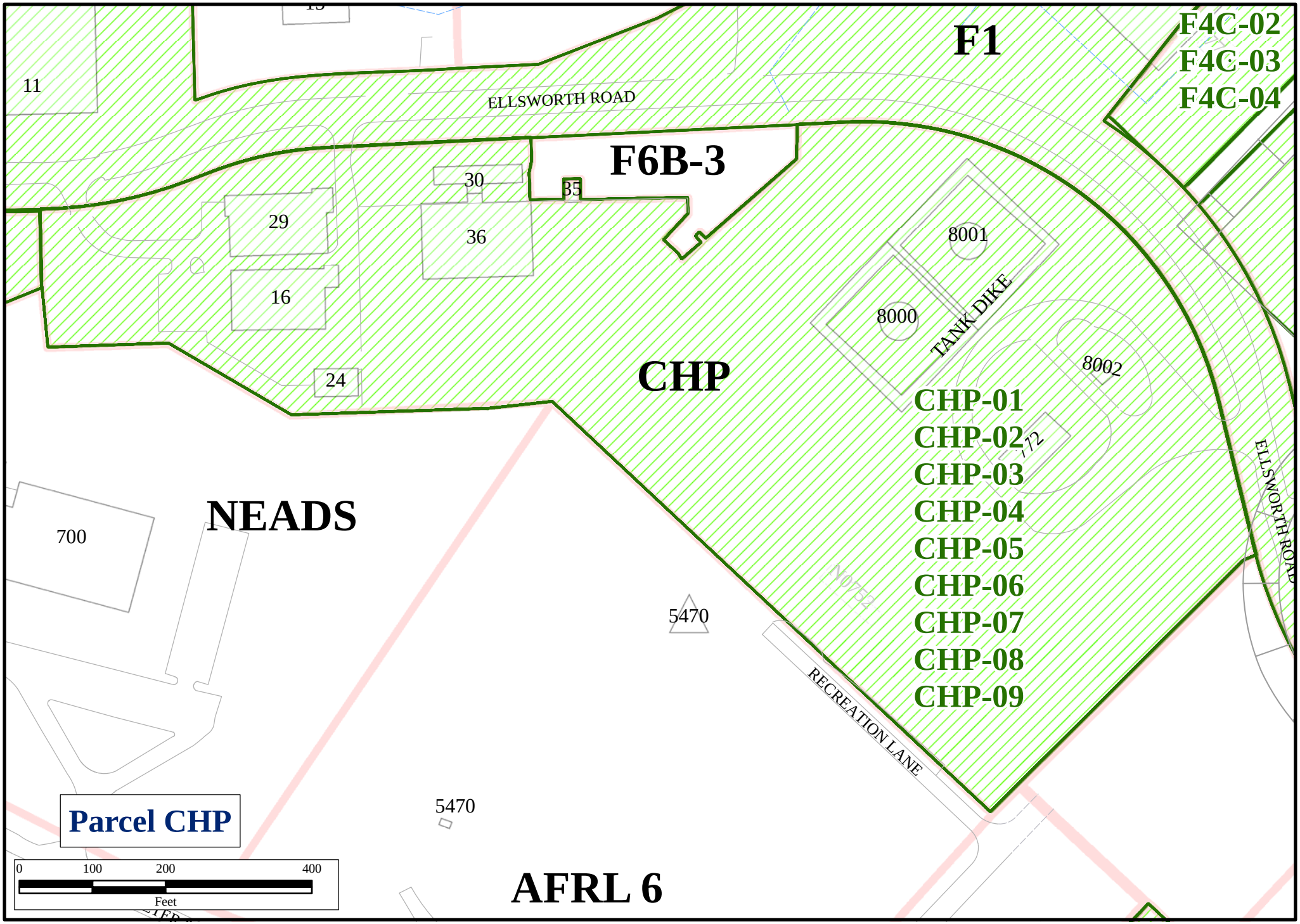
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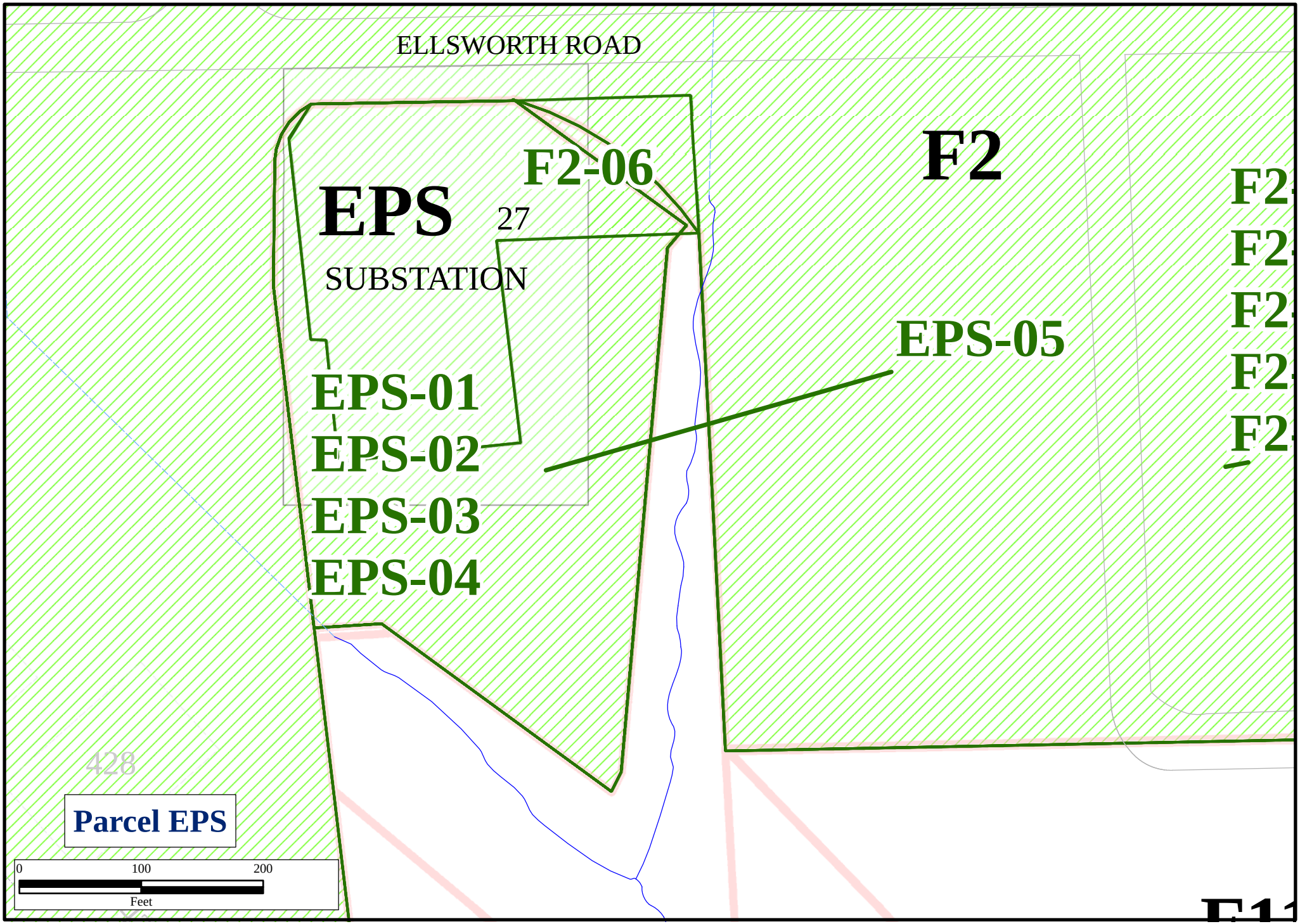
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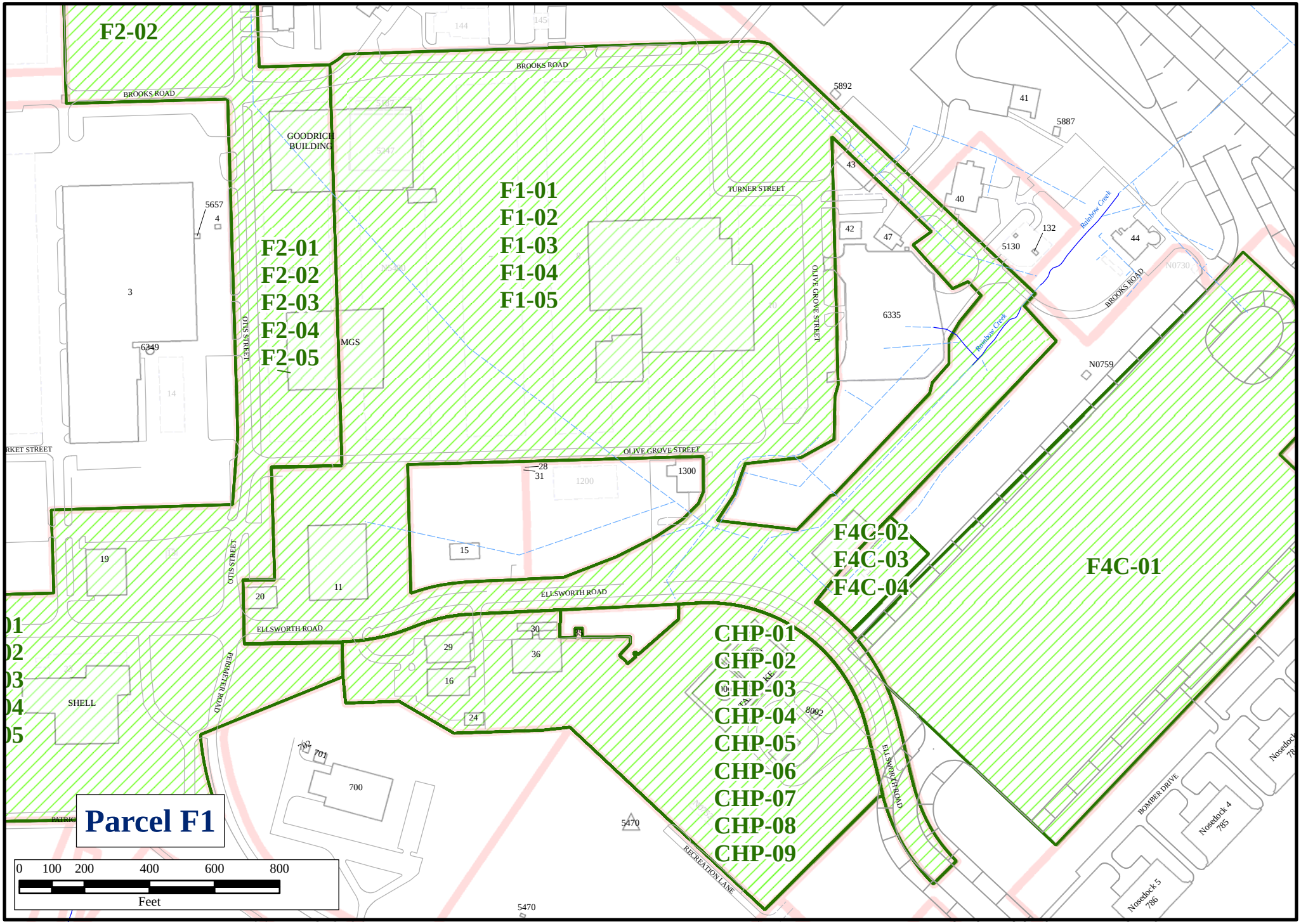
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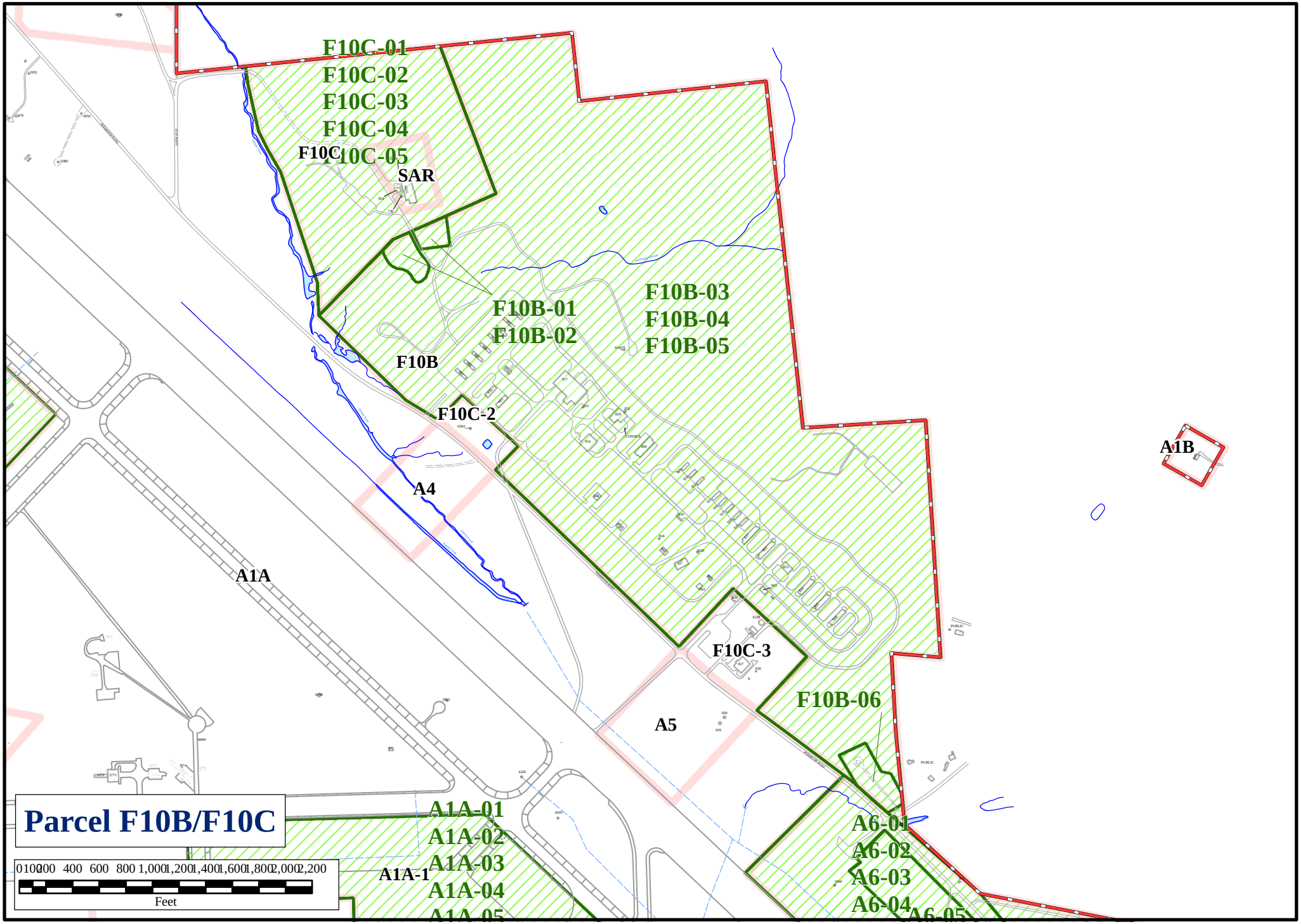
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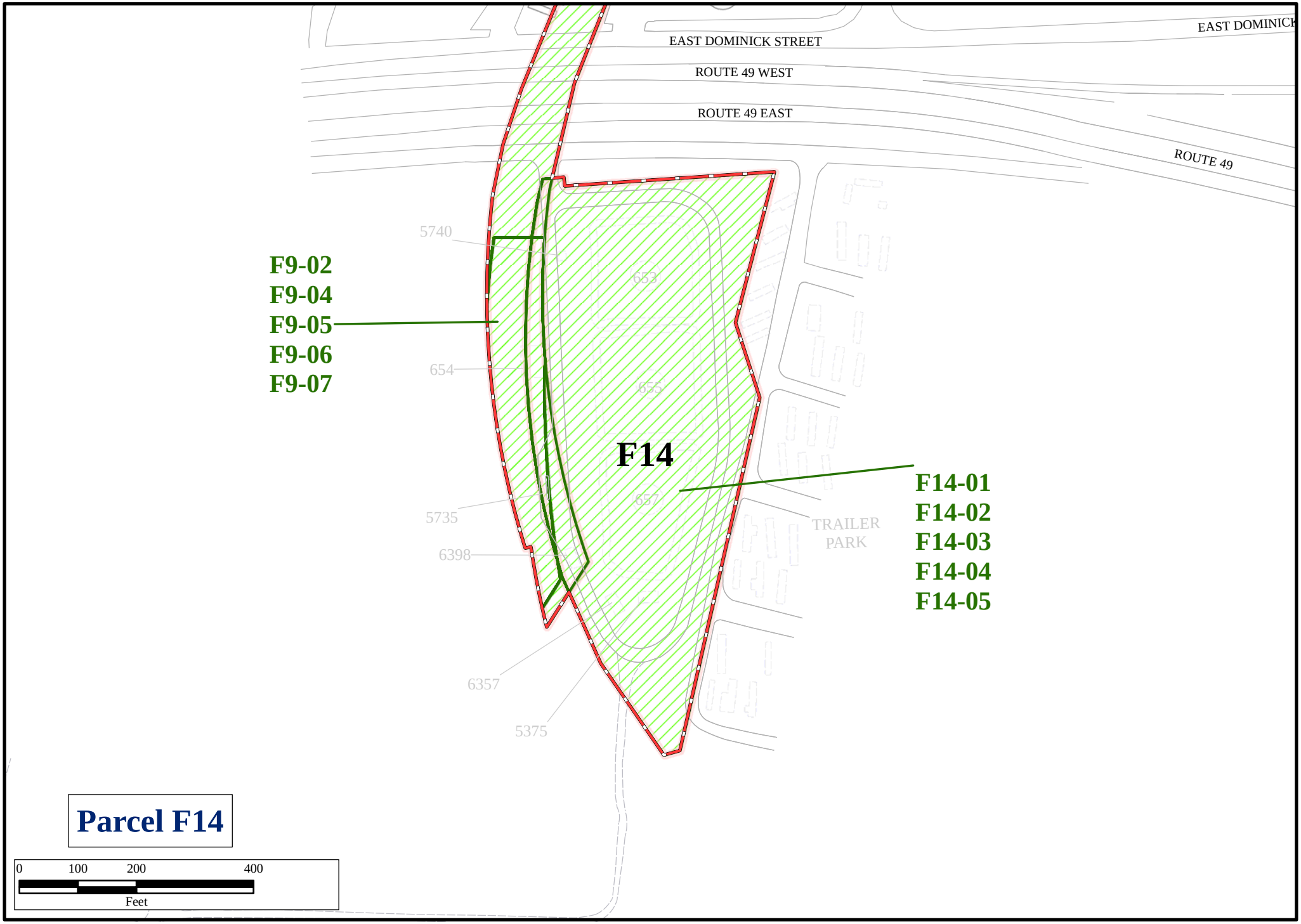
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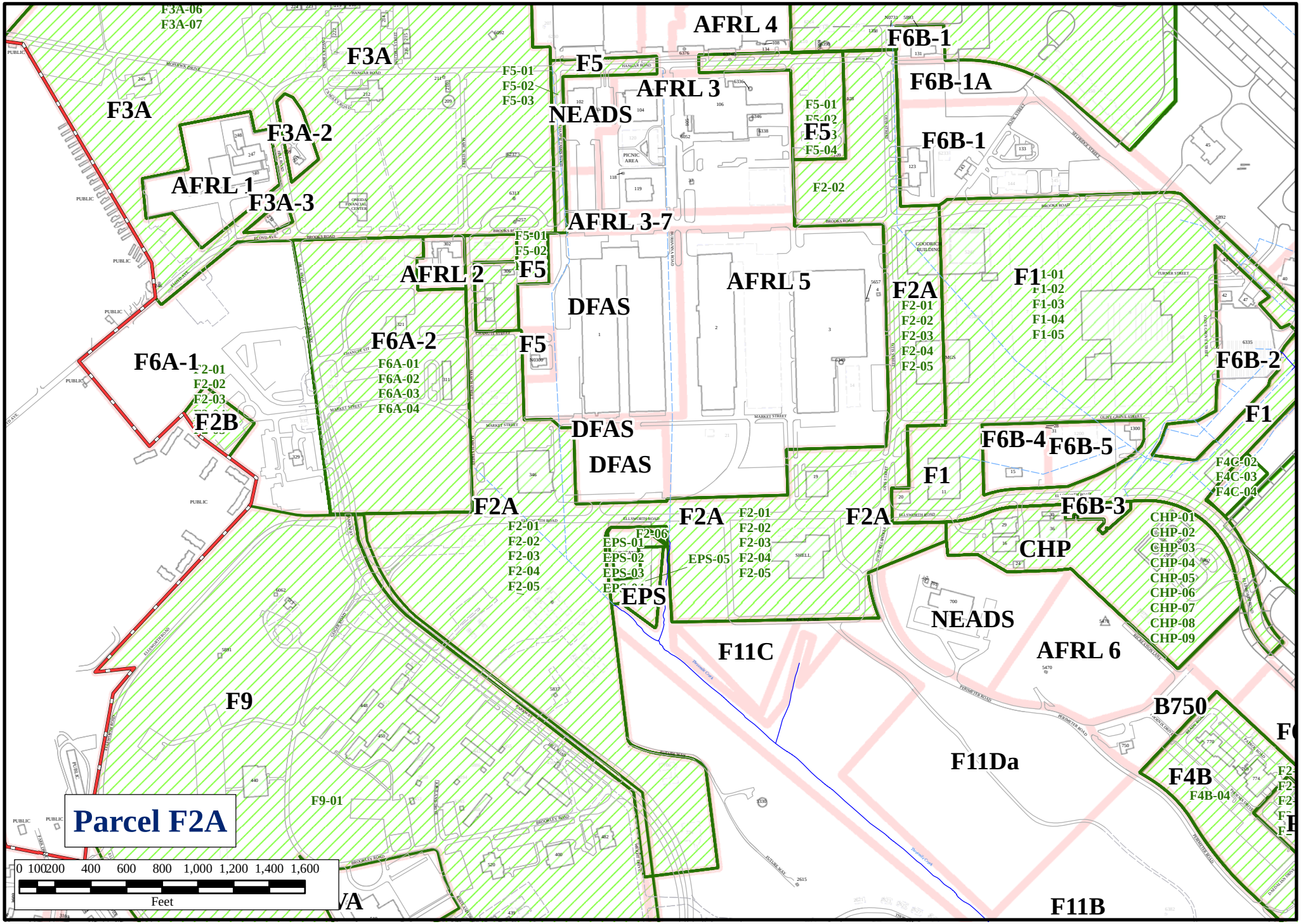
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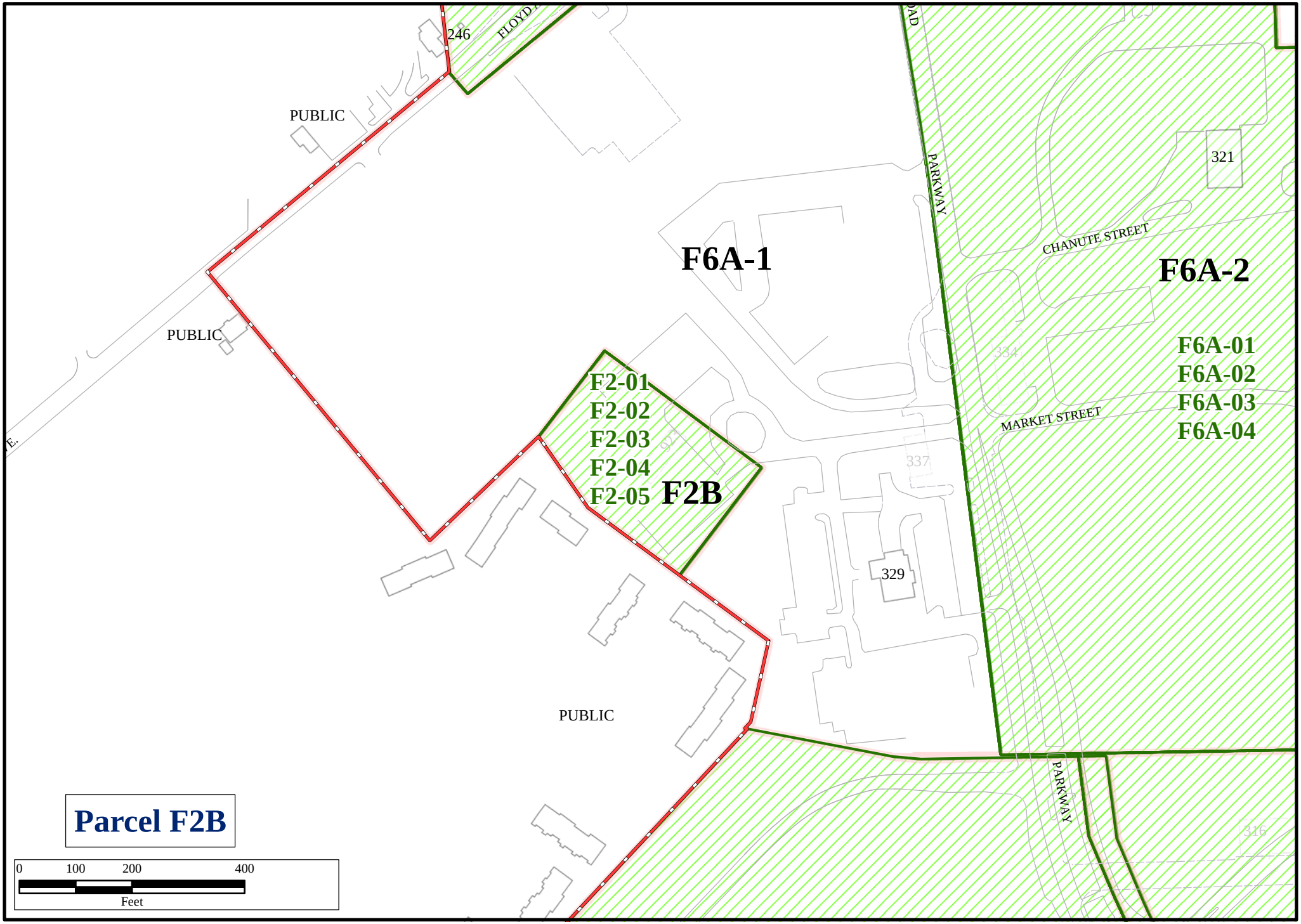
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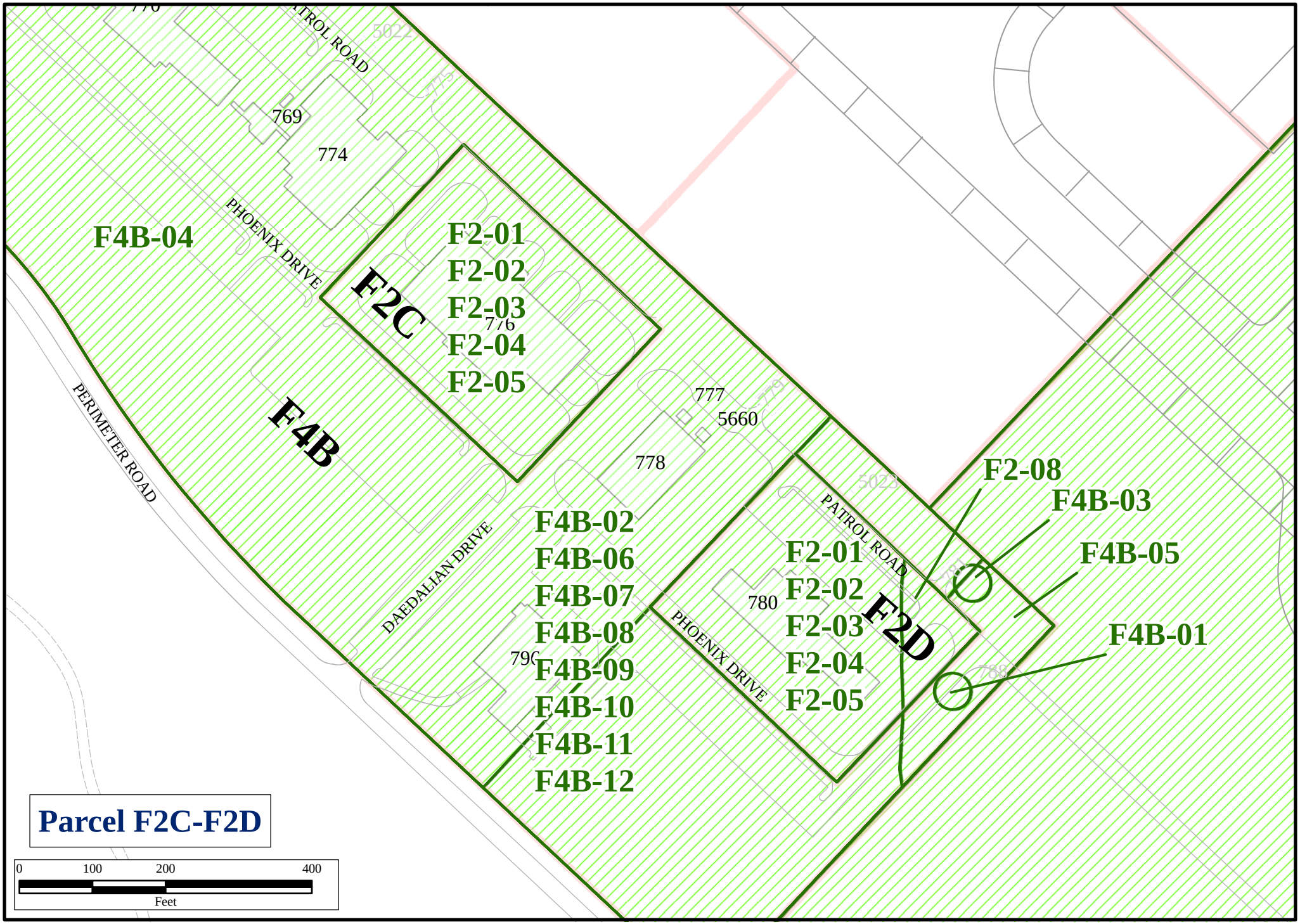
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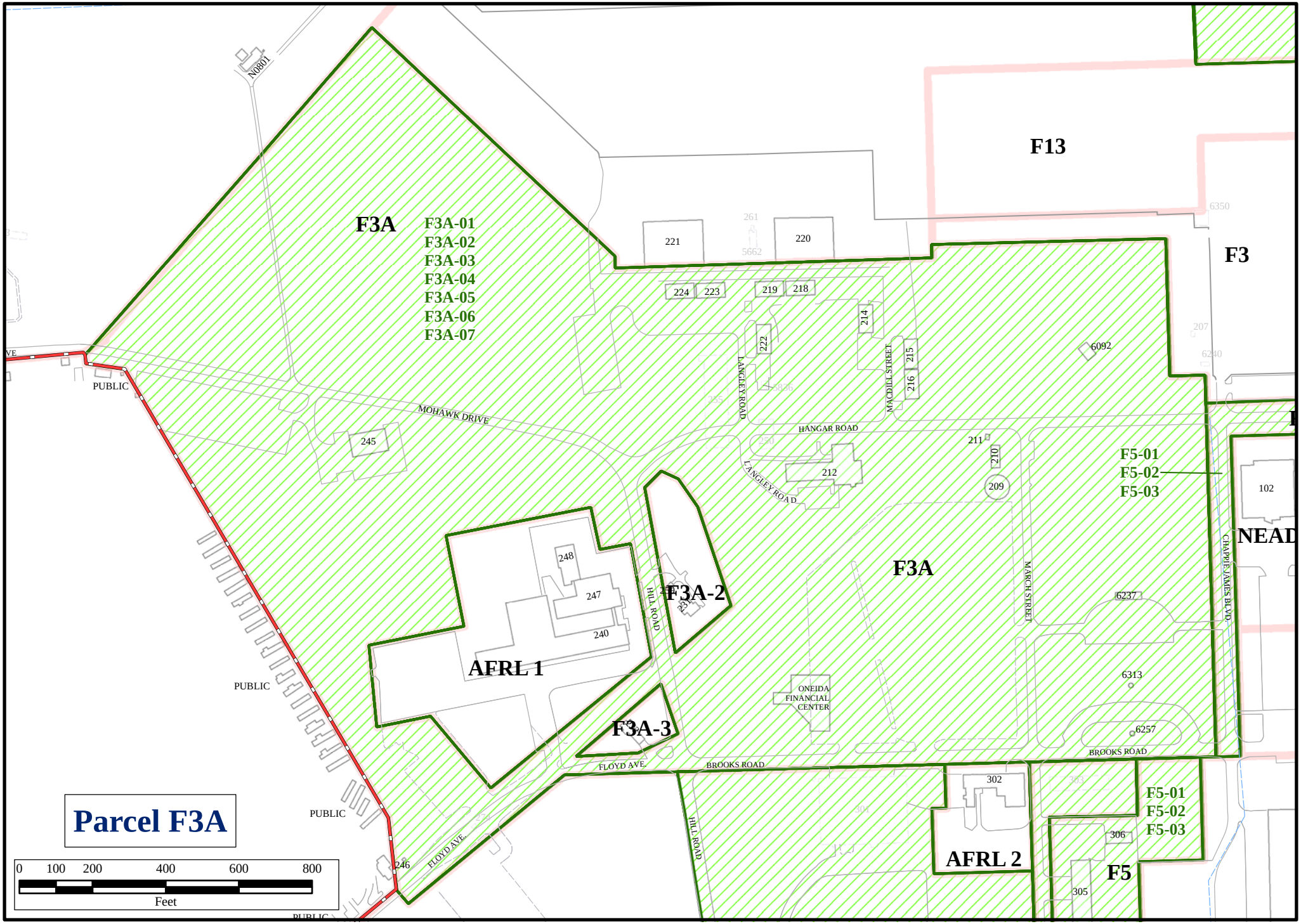
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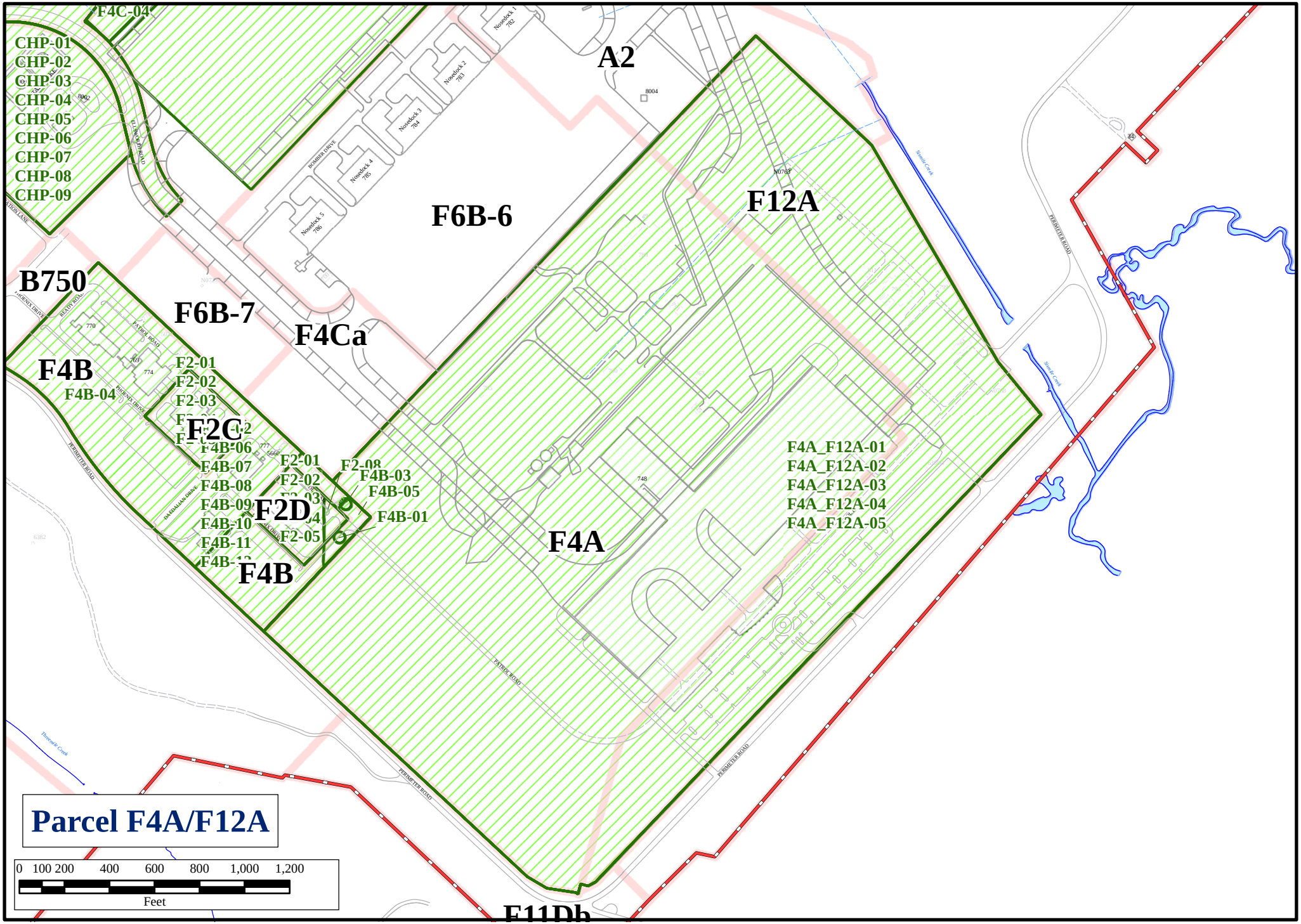
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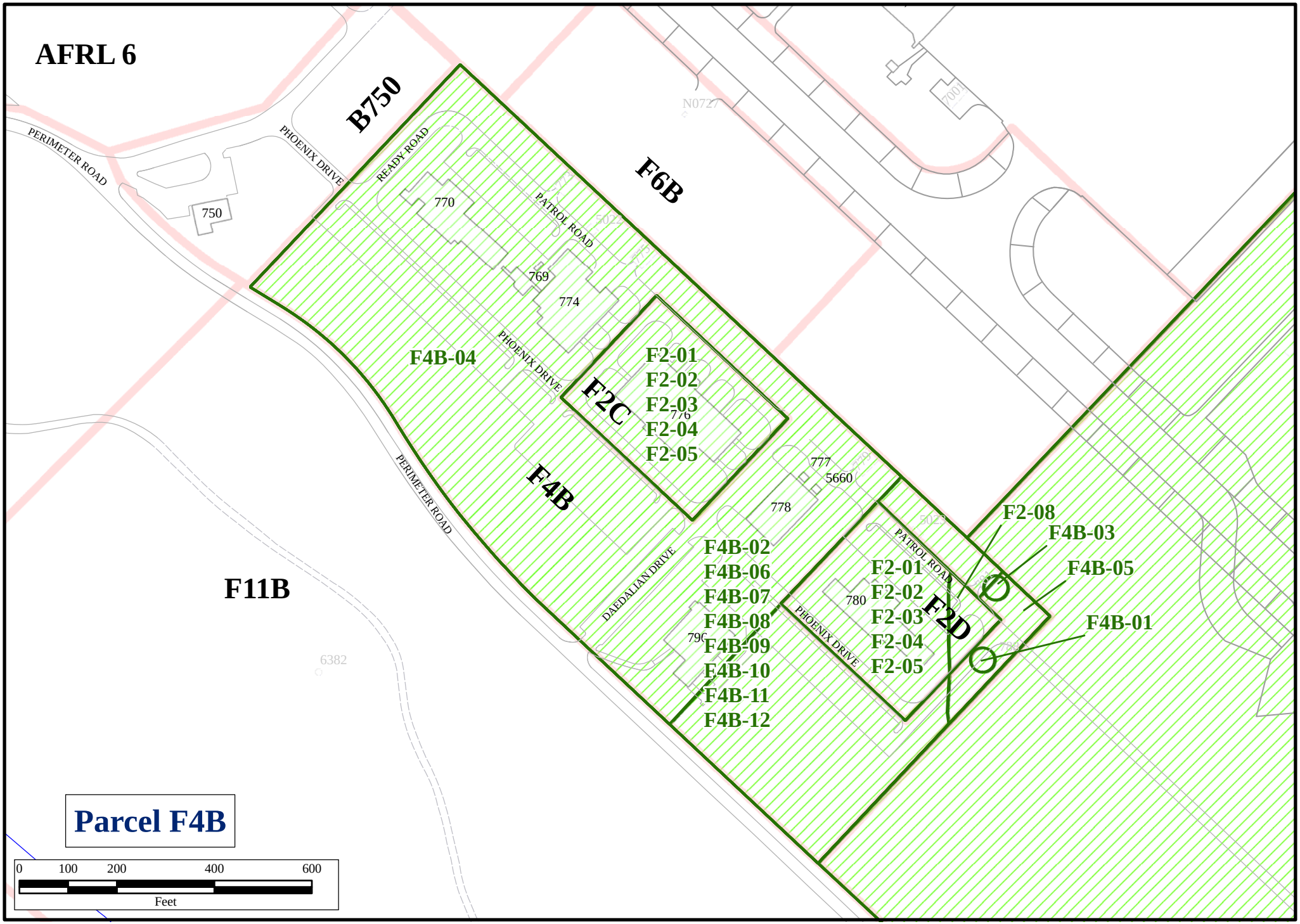
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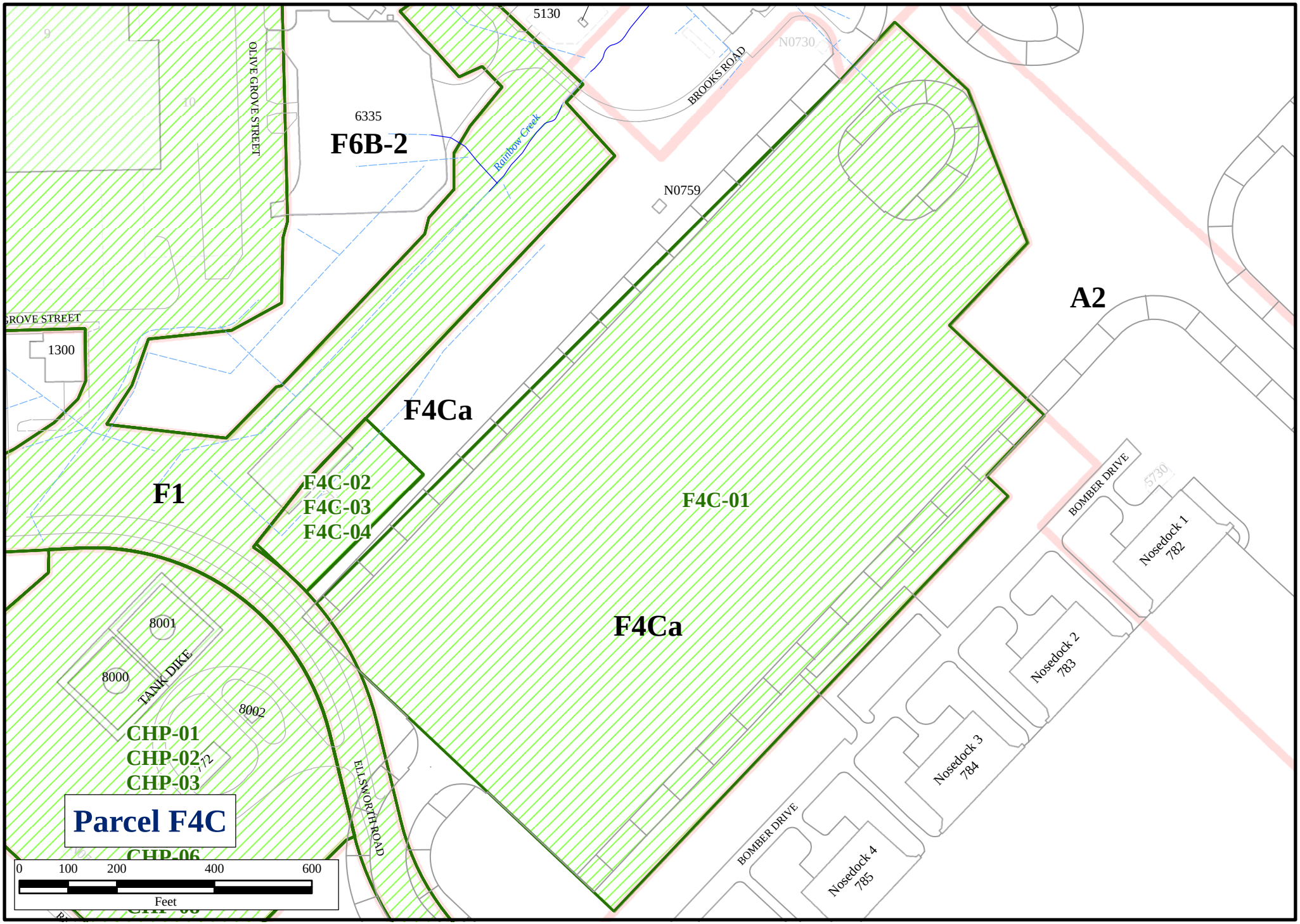
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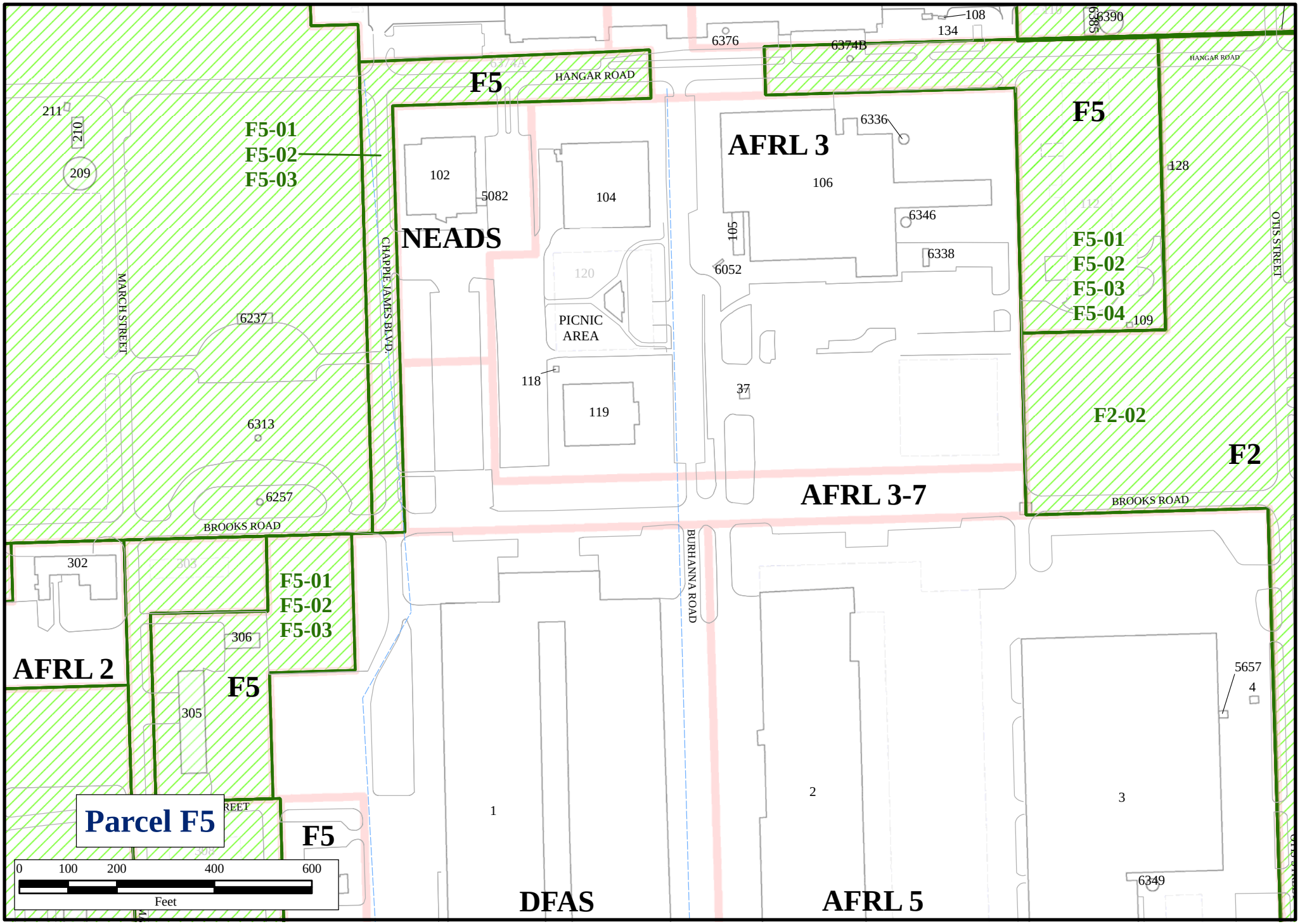
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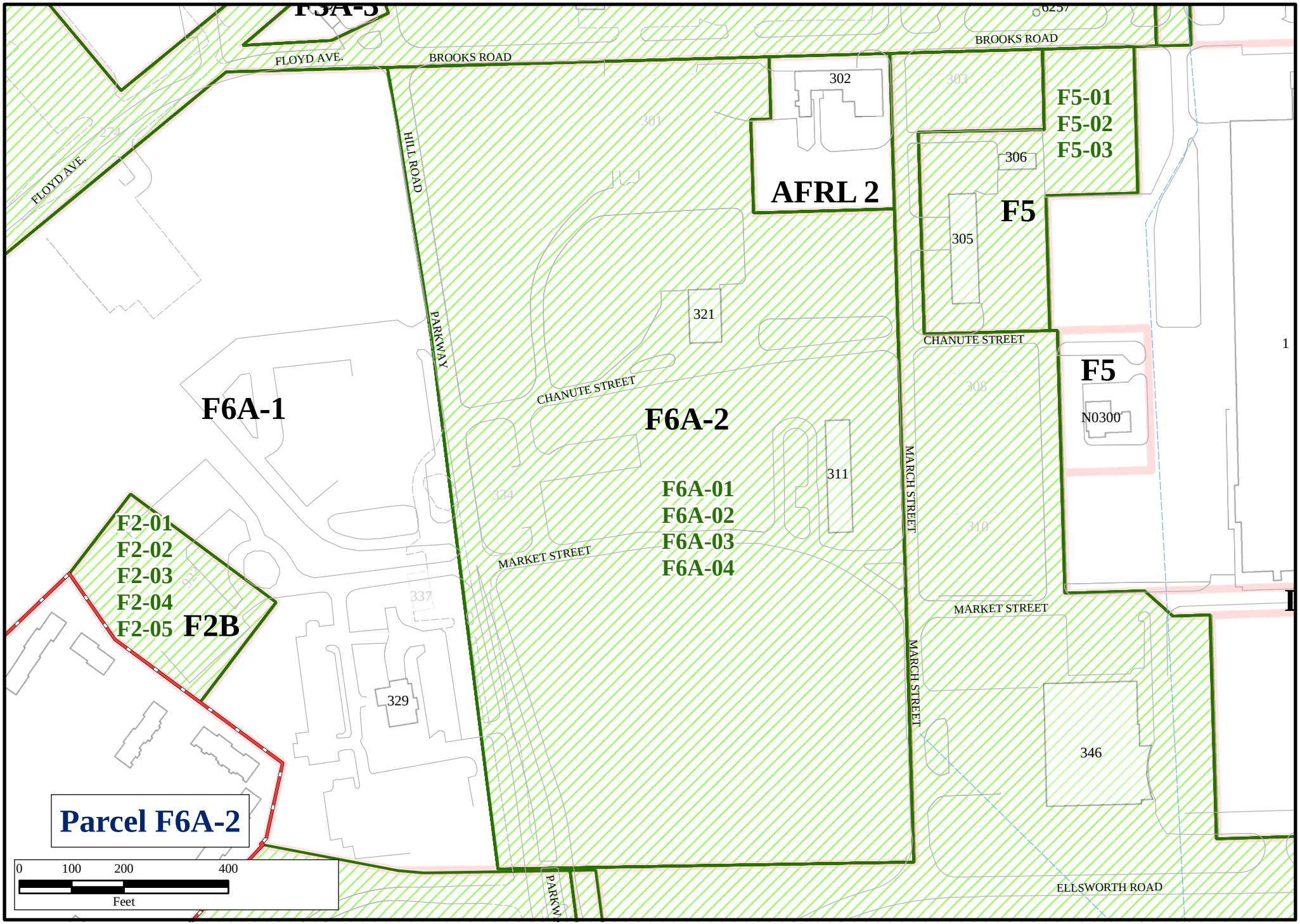
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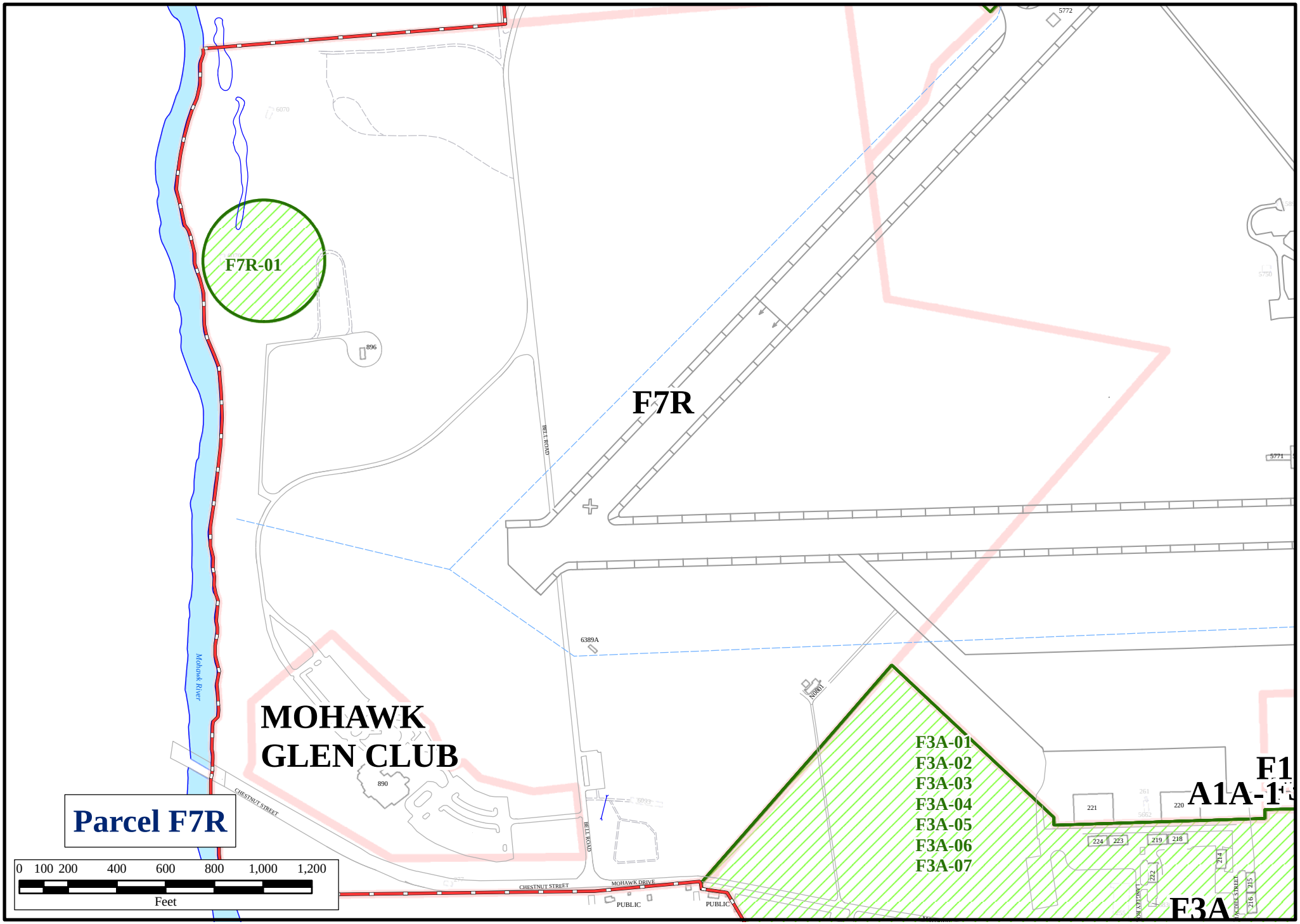
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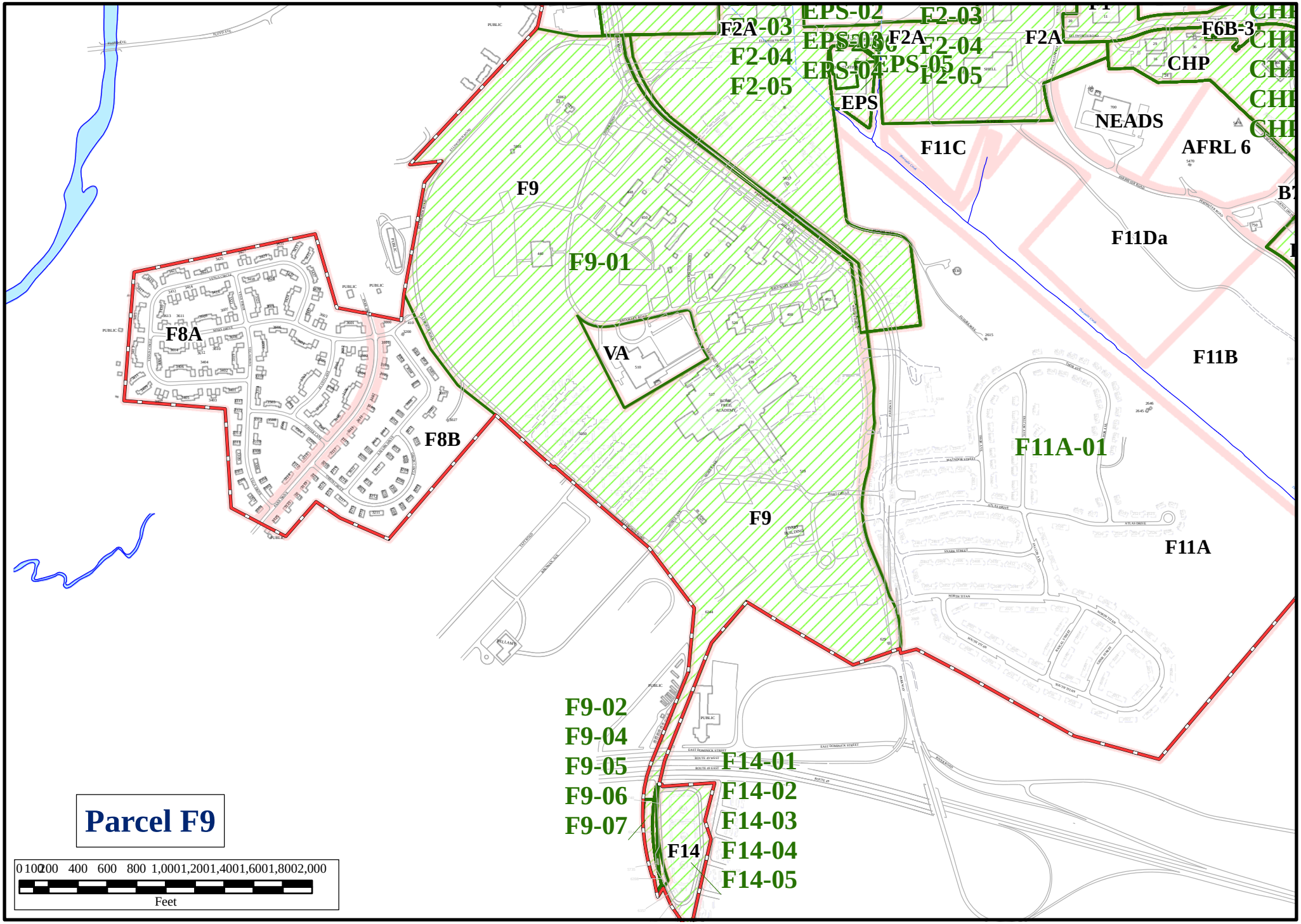
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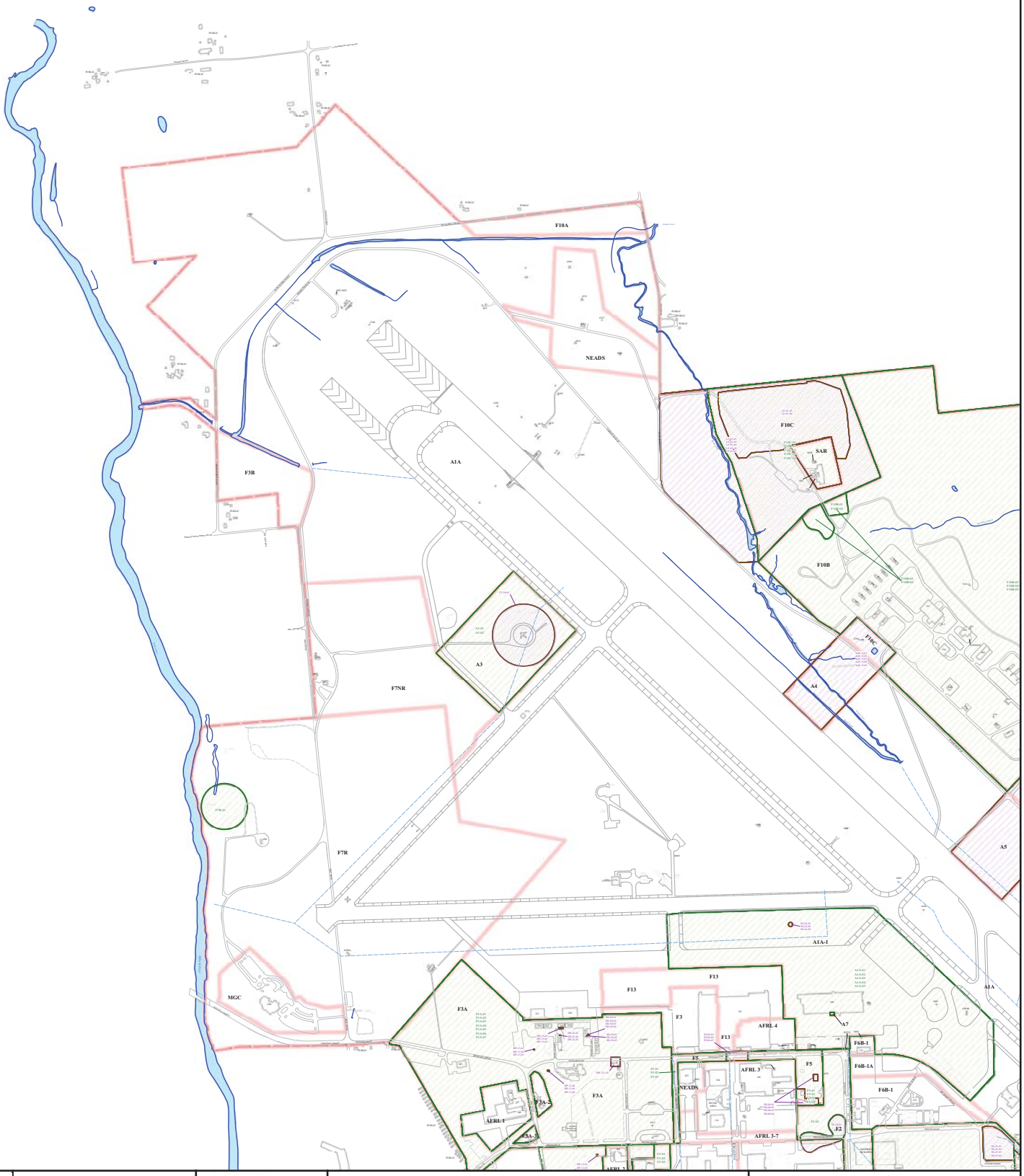


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PLATES



Base Location

Coordinate System: NAD 1983 StatePlane New York Central FIPS 3102 Feet
Projection: Transverse Mercator
Datum: North American 1983
False Easting: 820,208.3333
False Northing: 0.0000
Central Meridian: -76.5833
Scale Factor: 0.9999
Latitude Of Origin: 40.0000
Units: Foot US

N

0 500 1,000 1,500
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
- Parcel Boundaries

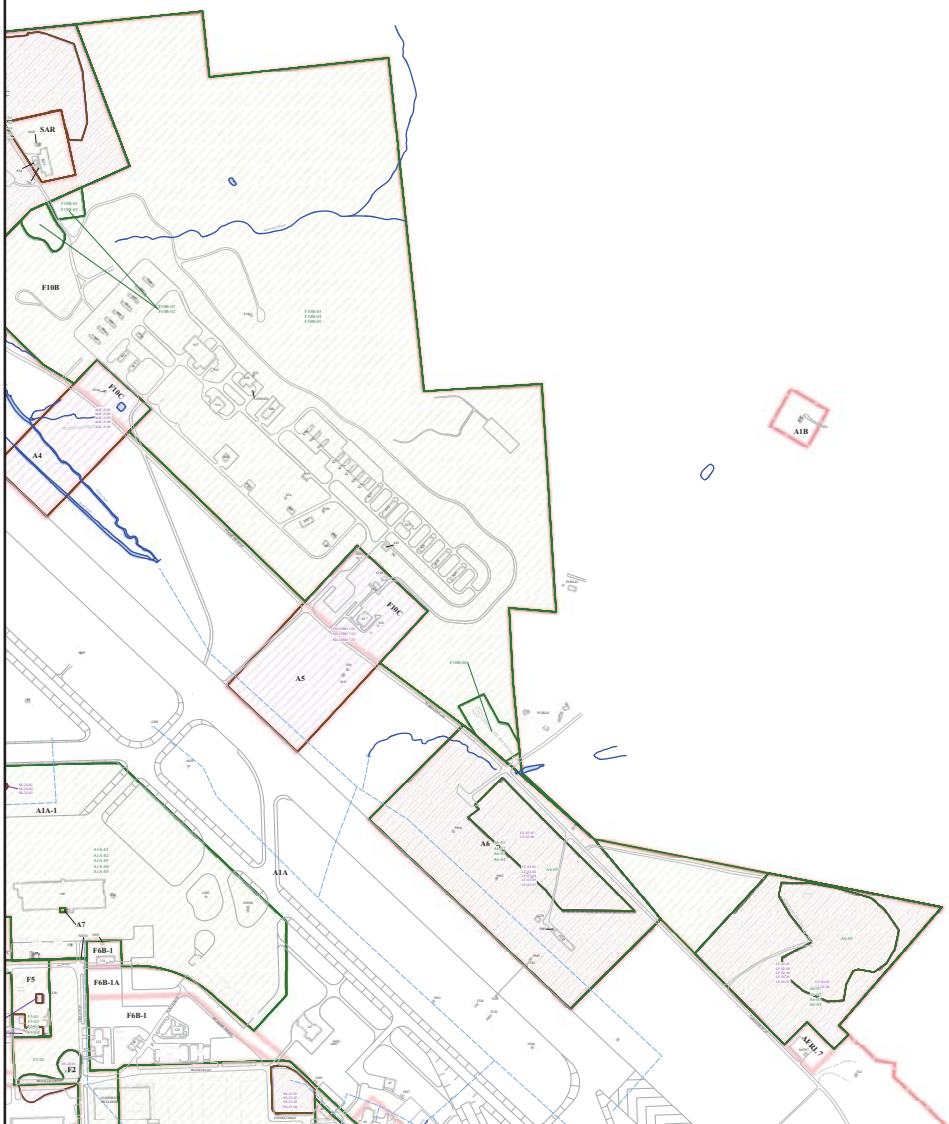
UNITED STATES AIR FORCE
FORMER GRIFFISS AIR FORCE BASE
ROME, NEW YORK

Plate 1
LUC/IC Inspection Report
Deed Restrictions and Land Use and Institutional Controls 2009
Griffiss Business and Technology Park
Northwest Quad

Revisions Inc.

November, 2011

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Datum: North American 1983
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False Northing: 0.0000
Central Meridian: -76.5833
Scale Factor: 0.9999
Latitude Of Origin: 40.0000
Units: Feet US

N

0 500 1,000 1,500
Feet



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
- Parcel Boundaries

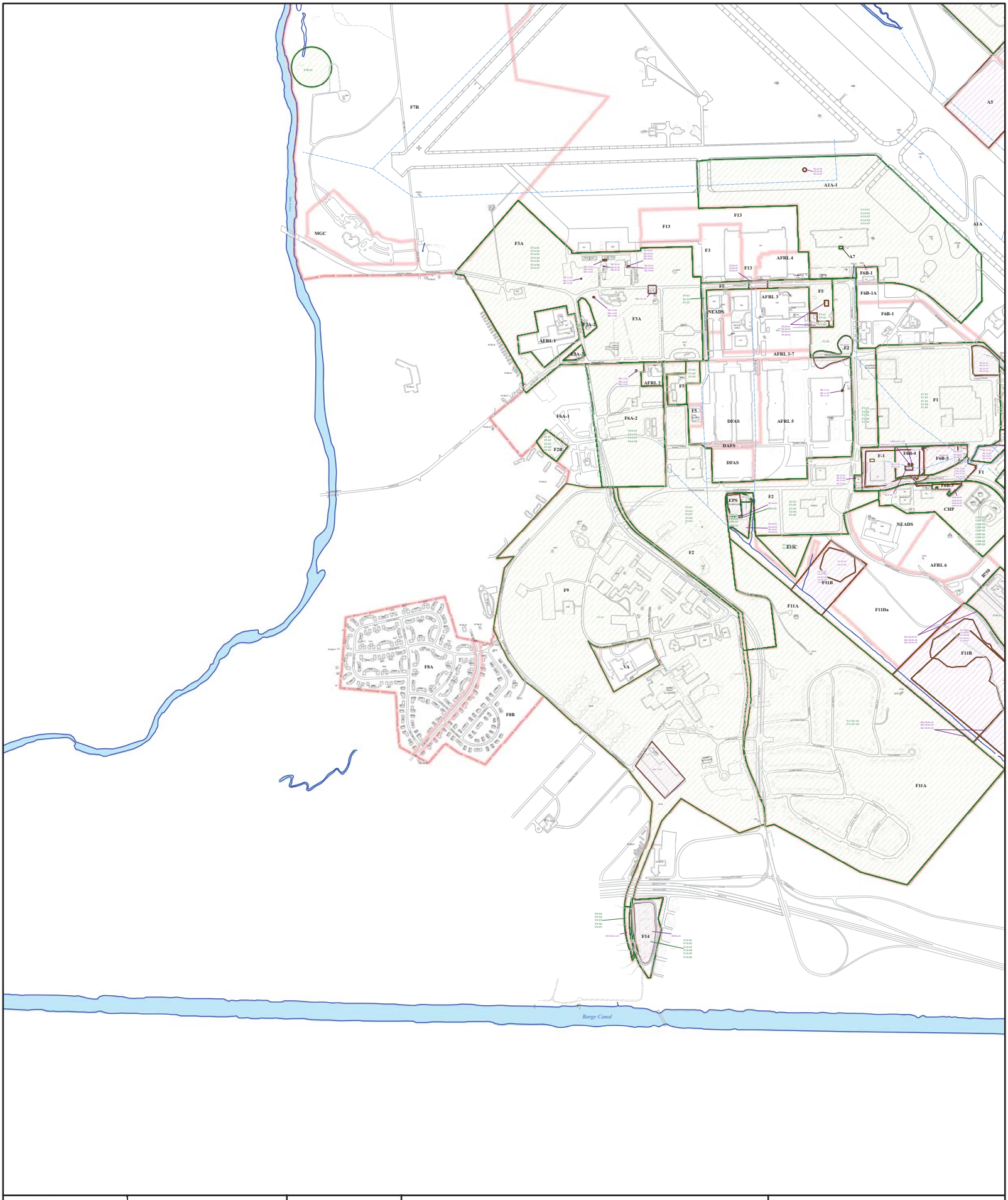
UNITED STATES AIR FORCE
FORMER GRIFFISS AIR FORCE BASE
ROME, NEW YORK

Plate 2
LUC/IC Inspection Report
Deed Restrictions and Land Use and Institutional Controls 2009
Griffiss Business and Technology Park
Northeast Quad

Revisions Inc.

November, 2011

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Base Location

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Projection: Transverse Mercator
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False Northing: 0.0000
Central Meridian: -76.5833
Scale Factor: 0.9999
Latitude Of Origin: 40.0000
Units: Foot US

N

0 500 1,000 1,500
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
- Parcel Boundaries

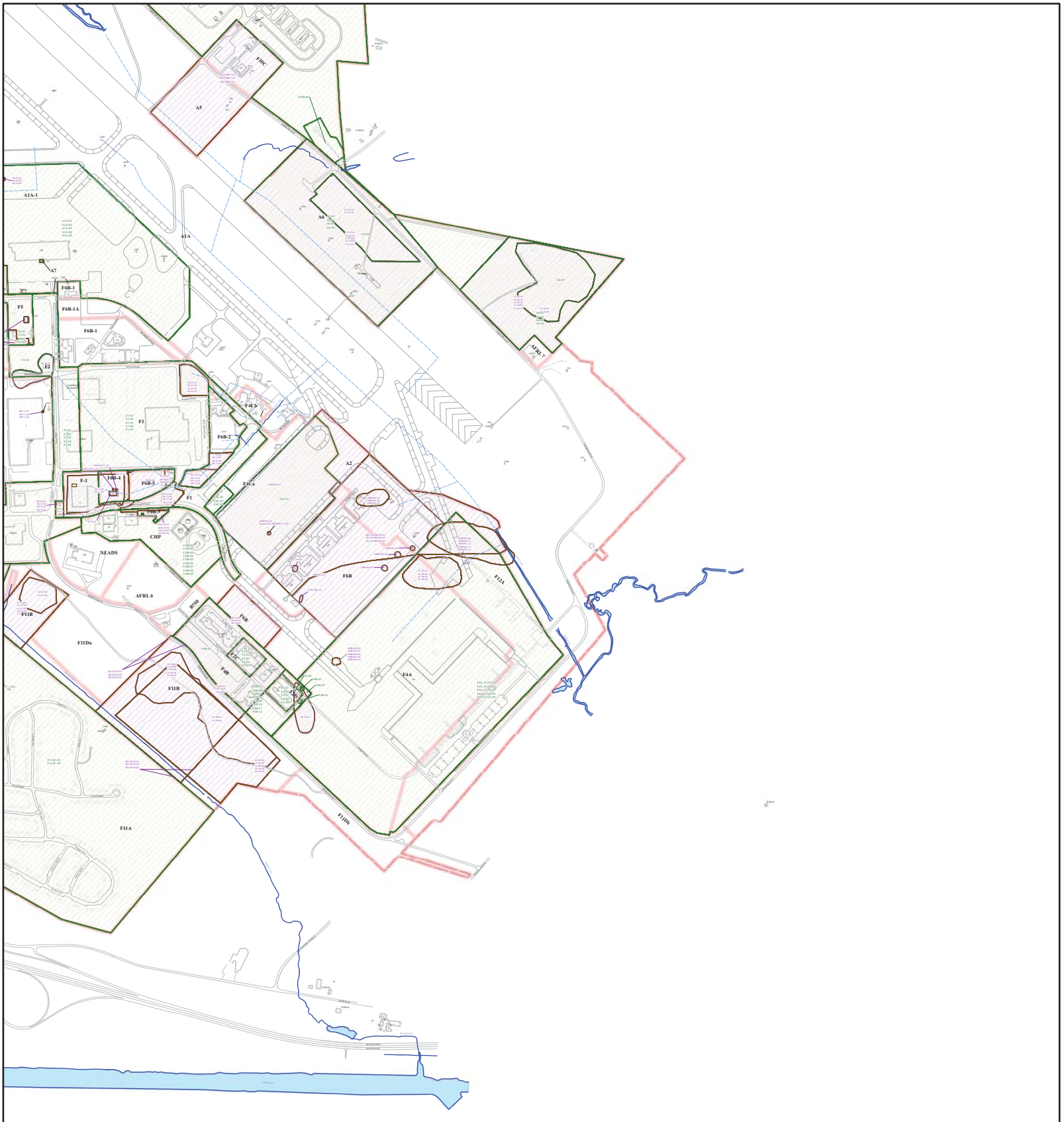
UNITED STATES AIR FORCE
FORMER GRIFFISS AIR FORCE BASE
ROME, NEW YORK

Plate 3
LUC/IC Inspection Report
Deed Restrictions and Land Use and Institutional Controls 2009
Griffiss Business and Technology Park
Southwest Quad

Revisions Inc.

November, 2011

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Base Location

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Projection: Transverse Mercator
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False Northing: 0.0000
Central Meridian: -76.5833
Scale Factor: 0.9999
Latitude Of Origin: 40.0000
Units: Foot US

N

0 500 1,000 1,500
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
- Parcel Boundaries

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 2009
Griffiss Business and Technology Park
Southeast Quad

Revisions Inc.

November, 2011

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APPENDIX A

2011 LUC/IC Confirmation Forms

LUC/IC Confirmation Form

FPM Remediations, Inc.
584 Phoenix Dr.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Michael Fitzgerald

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

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

✓ 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: Calvin Sprague

Title: Biological Scientist (Environmental)

Company: Air Force Research Laboratory

Signature: Calvin Sprague Date: 4 Oct 2011

LUC/IC Confirmation Form

FPM Remediations, Inc.
584 Phoenix Dr.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Michael Fitzgerald

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

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

✓ 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: Calvin Sprague

Title: Biological Scientist (Environmental)

Company: Air Force Research Laboratory

Signature: Calvin Sprague Date: 4 Oct 2011

FPM Remediations, Inc. Construction and Remediation Services

584 Phoenix Dr
Rome, NY 13441
315 336-7721
FAX 315 336-7722

September 20, 2011

W. Vernon Gray III
Commissioner, Department of Aviation
Griffiss International Airport
592 Hangar Rd. Suite 200
Rome, NY 13441

RE: Annual Site Inspections
LUC/IC Sites
Former Griffiss Air Force Base
Rome, New York

Dear Mr. Gray,

FPM Remediations, Inc., under contract with the Air Force Real Property Agency, is planning to conduct the sixth annual site inspections for Land-Use Control/ Institutional Control (LUC/IC) sites at the former Griffiss AFB in Rome, New York. The LUC/ICs, provided in the Deed and/or Record of Decision, were instituted to protect human health and the environment. The annual inspections are intended to verify that the LUCs/ICs continue to be in practice.

Please review the attached LUC/IC Confirmation Forms for Apron 1 (including Hydrant E8 and Nosedocks 1 and 2 areas), Apron 2, Building 786, SS-24 (Fire Demonstration Area), Building 7001, LF-02 (Landfills 2 and 3 cap) and LF-03 (Landfill 7), FT-30 (FPTA), WSA AOC-9, WSA Building 817. The completed forms should be returned to the undersigned. A pre-addressed envelope is also enclosed for your convenience.

If you have any questions, please feel free to contact me at 315-336-7721 ext. 208.

Very Truly Yours,

Michael Fitzgerald, GISP.
Environmental Scientist
GIS Analyst

Attach: Confirmation Forms, LUC/IC Reference Table and LUC/IC Sites Figure

FPM Remediations, Inc. Construction and Remediation Services

584 Phoenix Dr
Rome, NY 13441
315 336-7721
FAX 315 336-7722

September 20, 2011

W. Vernon Gray III
Commissioner, Department of Aviation
Griffiss International Airport
592 Hangar Rd. Suite 200
Rome, NY 13441

RE: Annual Site Inspections
LUC/IC Sites
Former Griffiss Air Force Base
Rome, New York

Dear Mr. Gray,

FPM Remediations, Inc., under contract with the Air Force Real Property Agency, is planning to conduct the sixth annual site inspections for Land-Use Control/ Institutional Control (LUC/IC) sites at the former Griffiss AFB in Rome, New York. The LUC/ICs, provided in the Deed and/or Record of Decision, were instituted to protect human health and the environment. The annual inspections are intended to verify that the LUCs/ICs continue to be in practice.

Please review the attached LUC/IC Confirmation Forms for Apron 1 (including Hydrant E8 and Nosedocks 1 and 2 areas), Apron 2, Building 786, SS-24 (Fire Demonstration Area), Building 7001, LF-02 (Landfills 2 and 3 cap) and LF-03 (Landfill 7), FT-30 (FPTA), WSA AOC-9, WSA Building 817. The completed forms should be returned to the undersigned. A pre-addressed envelope is also enclosed for your convenience.

If you have any questions, please feel free to contact me at 315-336-7721 ext. 208.

Very Truly Yours,

Michael Fitzgerald, GISP.
Environmental Scientist
GIS Analyst

Attach: Confirmation Forms, LUC/IC Reference Table and LUC/IC Sites Figure

LUC/IC Confirmation Form

FPM Remediations, Inc.
584 Phoenix Dr.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Michael Fitzgerald

RE: WSA AOC-9 LUC/ICs include:

- Soil/groundwater intrusive work-prior approval (AOC-9-01)
- Groundwater well installation restriction (AOC-9-02)
- Land-use restriction-protect remedial operations (AOC-9-03)
- Land-use restriction-Industrial/Commercial/Non-Residential (AOC-9-04)
- SVI Evaluation Prior to New Construction (AOC-9-05)

✓ 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: Griffiss International Airport

Signature: W. Vernon Gray III Date: 9/23/11

LUC/IC Confirmation Form

FPM Remediations, Inc.
584 Phoenix Dr.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Michael Fitzgerald

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

- Soil/groundwater intrusive work-prior approval (APRON1-01)
- Soil/groundwater intrusive work-prior approval (APRON1-02)
- Soil/groundwater intrusive work-prior approval (APRON1-03)
- Groundwater well installation restriction (APRON1-04)
- Land-use restriction-protect remedial operations (APRON1-05)

✓ 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: Griffiss International Airport

Signature: W. Vernon Gray III Date: 9/23/11

LUC/IC Confirmation Form

FPM Remediations, Inc.
584 Phoenix Dr.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Michael Fitzgerald

RE: Apron 2 LUC/ICs include:

RESTRICTION	SITE(S)
Soil/groundwater intrusive work-prior approval	APRON2-01 thru APRON2-06, APRON2-10, SD-52APRON2-01
Groundwater consumption-prior approval	APRON2-07, APRON2-11
Adverse aquifer use prohibited	APRON2-08, APRON2-12
Land-use restriction-protect remedial operations	APRON2-09, APRON2-13, SD-52APRON2-03
Groundwater intrusive work-prior approval	APRON2-14
Groundwater well installation restriction	SD-52APRON2-02

✓ 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: Griffiss International Airport

Signature: W. Vernon Gray III Date: 9/23/11

LUC/IC Confirmation Form

FPM Remediations, Inc.
584 Phoenix Dr.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Michael Fitzgerald

RE: Building 786 LUC/ICs include:

- Soil/groundwater intrusive work-prior approval (B786-01)

✓ 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: W. Vernon Gray III

Title: Commissioner, Department of Aviation

Company: Griffiss International Airport

Signature: W. Vernon Gray III Date: 9/23/11

LUC/IC Confirmation Form

FPM Remediations, Inc.
584 Phoenix Dr.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Michael Fitzgerald

RE: Landfill 2/3 LUC/ICs include:

- Groundwater consumption-prior approval (LF-02-01)
- Adverse aquifer use prohibited (LF-02-02)
- Protect closure / post closure activities (LF-02-03)
- Groundwater intrusive work - prior approval (LF-02-04)
- Land-use restriction – protect remedial operations (LF-02-05)
- Landfill fencing / signage (LF-02-06)
- Annual inspection / reporting to USEPA / NYSDEC (LF-02-07)

✓ 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: Griffiss International Airport

Signature: W. Vernon Gray III Date: 9/23/11

LUC/IC Confirmation Form

FPM Remediations, Inc.
584 Phoenix Dr.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Michael Fitzgerald

RE: Landfill 7 LUC/ICs include:

- Groundwater consumption-prior approval (LF-03-01)
- Adverse aquifer use prohibited (LF-03-02)
- Protect closure / post closure activities (LF-03-03)
- Groundwater intrusive work - prior approval (LF-03-04)
- Land-use restriction – protect remedial operations (LF-03-05)
- Landfill fencing / signage (LF-03-06)
- Annual inspection / reporting to USEPA / NYSDEC (LF-03-07)

✓ 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: Griffiss International Airport

Signature: W. Vernon Gray III Date: 9/23/11

LUC/IC Confirmation Form

FPM Remediations, Inc.
584 Phoenix Dr.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Michael Fitzgerald

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

- Groundwater consumption-prior approval (SS-24-01)
- Groundwater well installation restriction (SS-24-02)
- Land-use restriction-protect remedial operations (SS-24-03)

✓ 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: W. Vernon Gray III

Title: Commissioner, Department of Aviation

Company: Griffiss International Airport

Signature: W. Vernon Gray III Date: 9/23/11

LUC/IC Confirmation Form

FPM Remediations, Inc.
584 Phoenix Dr.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Michael Fitzgerald

RE: Building 7001 LUC/ICs include:

- Soil/groundwater intrusive work-prior approval (UST-7001-01)

✓ 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: W. Vernon Gray III

Title: Commissioner, Department of Aviation

Company: Griffiss International Airport

Signature: W. Vernon Gray III Date: 9/23/11

LUC/IC Confirmation Form

FPM Remediations, Inc.
584 Phoenix Dr.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Michael Fitzgerald

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

- SVI evaluation prior to site construction (FT-30-01)

✓ 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: W. Vernon Gray III

Title: Commissioner, Department of Aviation

Company: Griffiss International Airport

Signature: W. Vernon Gray III Date: 9/23/11

LUC/IC Confirmation Form

FPM Remediations, Inc.
584 Phoenix Dr.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Michael Fitzgerald

RE: WSA Building 817 (SD-52) area LUC/ICs include:

- Soil/groundwater intrusive work-prior approval (SD-52B817-01)
- Groundwater well installation restriction (SD-52B817-02)
- Land-use restriction-protect remedial operations (SD-52B817-03)

_____ 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:

Building 817 is in the custody of the GLDC. Only the area of Perimeter Road and inside the airport fence is in my custody.

Name: W. Vernon Gray III

Title: Commissioner, Department of Aviation

Company: Griffiss International Airport

Signature: W. Vernon Gray III Date: 9/23/11

LUC/IC Confirmation Form

FPM Remediations, Inc.
584 Phoenix Dr.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Michael Fitzgerald

RE: B-15 LUC/ICs include:

- Soil/groundwater intrusive work-prior approval (B-15-01)

✓ 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: Lynn Harvey

Title: Director of Operations

Company: Birnie Bus Service

Signature: _____ Date: 9-27-11

LUC/IC Confirmation Form

FPM Remediations, Inc.
584 Phoenix Dr.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Michael Fitzgerald

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

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

✓ 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: Lynn Harvey

Title: Director of Operations

Company: Birnie Bus Service

Signature: _____ Date: 9-22-11

LUC/IC Confirmation Form

FPM Remediations, Inc.
584 Phoenix Dr.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Michael Fitzgerald

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: Lynn Harvey

Title: Director of Operations

Company: Birnie Bus Service

Signature: [signature] Date: 8-22-11

LUC/IC Confirmation Form

FPM Remediations, Inc.
584 Phoenix Dr.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Michael Fitzgerald

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

- Groundwater consumption-prior approval (SS-60-01)
- Adverse aquifer use prohibited (SS-60-02)
- Land-use restriction-industrial/commercial/non-residential (SS-60-03)
- 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: Lynn Harvey

Title: Director of Operations

Company: Birnie Bus Service

Signature: _____ Date: 8-27-11

LUC_ID	SITE_NAME	LUC_TYPE	Confirm
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	✓
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	✓
DP-13-04	BLDG 255 DRYWELLS	LAND-USE RESTRICTION-INDUSTRIAL / COMMERCIAL / NON-RESIDENTIAL	✓
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	✓
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-20-01	TANK FARM I, 3	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	✓
AOC-9-01	WSA LANDFILLS (AOC-9)	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	✓
AOC-9-02	WSA LANDFILLS (AOC-9)	GROUNDWATER WELL INSTALLATION RESTRICTION	✓
AOC-9-03	WSA LANDFILLS (AOC-9)	LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS	✓

Signature:

LUC_ID	SITE_NAME	LUC_TYPE	Confirm
ST-06-01	BLDG 101 - YELLOW SUBMARINE, BADP AND DISPOSAL PIT	GROUNDWATER CONSUMPTION-PRIOR APPROVAL	✓
ST-06-02	BLDG 101 - YELLOW SUBMARINE, BADP AND DISPOSAL PIT	ADVERSE AQUIFER USE PROHIBITED	✓
ST-06-03	BLDG 101 - YELLOW SUBMARINE, BADP AND DISPOSAL PIT	LAND-USE RESTRICTION-INDUSTRIAL / COMMERCIAL / NON-RESIDENTIAL	✓
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	✓
B-789-01, -02, -03, -04	BLDG 789	SOIL / GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL	✓

Signature: 

LUC/IC Confirmation Form

FPM Remediations Inc.
584 Phoenix Dr.
Rome, NY 13441
315-336-7721 - phone
315-336-7722 - fax

Attn: Michael Fitzgerald

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

- 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)
- Land-use restriction-electrical power substation (SS-44-05)
- Subsurface soil relocation restriction (SS-44-08)

✓ 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: SEPT. 26, '11

LUC/IC Confirmation Form

FPM Remediations Inc.
584 Phoenix Dr.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Michael Fitzgerald

RE: AOI 66 LUC/ICs include:

- Subsurface soil relocation restriction (AOI-66-01)
- Land-use restriction-industrial/commercial/non-residential (AOI-66-02)
- Adverse aquifer use prohibited (AOI-66-03)
- Groundwater consumption-prior approval (AOI-66-04)

✓ 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: Sept 26, '11

LUC/IC Confirmation Form

FPM Remediations Inc..
584 Phoenix Dr.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Michael Fitzgerald

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: Mr. Daniel Sanders

Company: Griffiss Utility Services Corporation

Signature: _____ Date: Sept. 26, '11

LUC/IC Confirmation Form

FPM Remediations, Inc.
584 Phoenix Dr.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Michael Fitzgerald

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: _____ Date: 9/29/2011

LUC/IC Confirmation Form

FPM Remediations, Inc.
584 Phoenix Dr.
Rome, NY 13441
315-336-7721 – phone
315-336-7722 – fax

Attn: Michael Fitzgerald

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

- Land-use restriction-industrial/commercial/non-residential (DP-22-01)
- Groundwater consumption-prior approval (DP-22-02)
- Adverse aquifer use prohibited (DP-22-03)

✓ 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: _____ Date: 9/29/2011

LUC/IC Confirmation Form

FPM Remediations, Inc.
584 Phoenix Dr.
Rome, NY 13441
315-336-7721 - phone
315-336-7722 - fax

Attn: Michael Fitzgerald

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

- Land-use restriction-industrial/commercial/non-residential (SD-50-01)
- Adverse aquifer use prohibited (SD-50-02)
- Groundwater consumption-prior approval (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: Robert Angelicola Date: 9/29/2011

APPENDIX B

Parcel Deeds – Environmental Covenants

Appendix B
Parcel Deed - Environmental Covenants

PARCEL	DEED LINK	DEED TEXT	DEED RESTRICTIONS			
A1A	A1A_B1A	The grantee covenants to use Area A1A-1 of the Property for only industrial/commercial/non-residential purposes	LU2			
	A1A_B1B	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 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.	GW1	GW2	GW3	
	A1A_B1C	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 Underground Storage Tank (UST)-0100-01, UST-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.	S1			
A3	A3-IXA	An Air Force Fire Protection Training Area (FPTA) Area of Concern (AOC), FT-30 is located in Parcel A3, as identified on the Map of Boundary FPTA AOC, FT-30 at Exhibit C. Athough all known contamination sources have been removed from the FPTA (AOC), FT-30, the Air Force evaluated the potential for Soil Vapor Intrusion (SVI). The evaluation identified that no occupied structures are located within the FPTA AOC, FT-30 boundary. Based on the prior information a Land Use Restrictive Covenant as following is placed on property within the FPTA AOC, FT 30 should the Airport close and current prohibitions related to construction within the associated airfield be lifted, property owners are required to perform a SVI evaluation prior or mitigation during construction of any new facility within the FPTA AOC, FT 30 boundary.	LU9	S4		
A6	A6-B2A	The Grantee covenmts to use Parcel A6 of the Property, identified on Exhibit D, for airport or related services or low intensity open space.	LU9			
	A6-B2B	The Grantee covenmts 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 groundwater restiction area (Area A) boundary (Exhibit D) unless the groundwater has been tested in advance and found to meet all applicable promulgated federal or state standards and the Grantee first obtains the prior written approval from the New York State Departments of Health (NYSDOH) and Environmental Conservation (NYSDEC). The Grantee further covenants to ensure that the aquifer will not be used in any uray 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.	GW2			
	A6-B2C	The Grantee covenants to restrict activities in Area A that disrupt or interfere with the selected remedy as defined in Section 1.4 of the Final Record of Decisions for the Landfill 7 and Landfills 2/3 Areas of Concern (AOC).	LU4			
	A6-B2D	The Grantee covenants not to permit intrusive work within the groundwater restriction area (Area A) without prior written approvaI fiom NYSDEC and the USEPA confirming that work will not impair the effectiveness of the selected remedy for the landfills.	GW3			
	A6-B2E	The Grantee covenants not to allow intrusive work or other activities within the restricted landfill boundary (Area B) that impact the effectiveness or integrity of the landfill closures and caps.	S3			
CHP	CHP_D1	The GRANTEE covenants torestrict 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).	LU2			
	CHP_D3	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.	GW1	GW2	GW3	
	CHP_D4	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.	LU4	P1		

Appendix B
Parcel Deed - Environmental Covenants

PARCEL	DEED LINK	DEED TEXT	DEED RESTRICTIONS			
CHP (Continued)	CHP_D7	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.	GW1	GW3	LU4	
EPS	EPS_C1A	The Grantee covenants to prohibit the extraction, utilization, or consumption of any water from the aquifer below the surface of the ground within the Property unless the groundwater has been tested and found to meet all applicable standards and the Grantee, owner or occupant obtains the prior written approval from the New York State Department of Health.	GW2			
	EPS_C1B	The Grantee covenants not to use the aquifer in any way that could spread or exacerbate environmental contamination or open exposure pathways to humans or the environment.	GW3			
	EPS_C1D	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.	LU4			
	EPS_C1E	The Grantee covenants to prohibit the relocation of contaminated soils below one foot of the surface at IRP site "SS-0044" from being placed outside the Property. If the contaminated soil below one foot of the surface is excavated, it must remain on site, stay covered if stockpiled, and covered by a minimum of one foot of clean fill once it is returned to the ground. Prior to any digging within the IRP site "SS-0044" boundary, the Grantee covenants to notify the Air Force in advance of the digging activities that will take place within the "SS-0044" restricted area and to notify the owner, operator and workers who will perform such work of these restrictions.	S2			
	EPS_C1F	The Grantee covenants to prohibit the development and use of the IRP site "SS-0044"as shown hatched in red on Exhibit D, for residential housing, elementary and secondary schools, childcare facilities and playgrounds unless prior approval is obtained from the Air Force, USEPA and the NYSDEC.	LU2			
	EPS_C1G	The Grantee covenants to restrict access to the area, shown as the fenced area of the "SUBSTATION" on Exhibit D that is designated for use as a restricted access, electrical power station.	LU5			
F1	F1_D01	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).	LU2			
	F1_D03	The GRANTEE covenants not to extract, utilize, consume or permit to be extracted, any water from 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.	GW1	GW2	GW3	
	F1_D04	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.	LU4			
F2	F2_F1	The GRANTEE covenants to restrict the use of the Property to industrial, educational, and commercial, non-residential activities unless it obtains written permission to do so from United States Environmental Protection Agency (USEPA), New York Department of Environmental Conservation (NYSDEC), and New York State Department of Environmental Health (NYSDOH).	LU3			
	F2_F6	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 arid 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 6 are satisfied, no groundwater from the Property may be used.	GW2			
	F2_F7	The GRANTEE covenants that it shall not have access to the subsurface soils and groundwater in the area identified as SS-20 on Exhibit B, until the cleanup actions have been executed by the Air Force to the satisfaction of the Base Realigrunent and Closure Cleanup Team (BCT).	S1			

Appendix B
Parcel Deed - Environmental Covenants

PARCEL	DEED LINK	DEED TEXT	DEED RESTRICTIONS			
F2 (Continued)	F2_F11	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.	GW1	GW3	LU4	
F2, EPS	F2_F8	The GRANTEE covenants not to relocate soils during any construction activities in the area identified as SS-44, 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.	S2			
F3A	F3A-B2A	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.	LU2			
	F3A-B2B	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 the New York State 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 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 parcel F3B of the property.	AIR	GW1	GW2	GW3
	F3A-B2C	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.	LU4			
	F3A-B3	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.	P1			
F4A/F12A	F4A_F12A_3A	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 Stare Department of Environmental Conservation (NYSDEC).	S1			
	F4A_F12A_3B	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 and occupant obtains prior written approval from New York Stare Department of Health.	GW2			
	F4A_F12A_3C	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.	GW1			
	F4A_F12A_3D	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-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 groundwater, or the subsurface drilling or use of groundwater in the area of an IRP site, without prior permission of the Grantor and the NYSDEC.	LU4			
	F4A_F12A_G	The GRANTEE covenants to limit the use of the Property to commercial/industrial and non-residential purposes.	LU2			

Appendix B
Parcel Deed - Environmental Covenants

PARCEL	DEED LINK	DEED TEXT	DEED RESTRICTIONS			
F4B	F4B_D3	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 IEP remediation process.	LU4	GW1	S1	
	F4B_D4	The transaction documents will restrict Property use to industrial, commercial, and non-residential use unless permission is obtained from United States Environmental Protection Agency (USEPA), New York State Department of Environmental Conservation (NYSDEC), and New York State Department of Environmental Health (NYSDOH).	LU1			
F4B	F4B_D5	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 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 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.	GW1	GW2	S1	
	F4B_D10	A septic rank was present on the property at Buildings 788 (SPT-788). The septic system consisted of a septic tank and drain field. This septic rank was cleaned and filled with sand in I997.	P1			
	F4B_D12	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.	GW3	S1		
	F4B_D14	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.	S1			
	F4B_D15	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.	S1			
F4C	F4C_C2B	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.	AR			
	F4C_V1	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: 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.	P1			
	F4C_V2	To inspect field activities of the Grantor and its contractors and subcontractors in implementing the IRP or the FFA, if applicable.	AIR			
	F4C_V4	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.	LU4			
F5	F5_B2A	The Grantee covenants to use Parcels F5-I, F5-2 and F5-3 of the Properly, identified on Exhibit D, for industrial/ commercial/non-residential.	LU2			

Appendix B
Parcel Deed - Environmental Covenants

PARCEL	DEED LINK	DEED TEXT	DEED RESTRICTIONS			
F5 (Continued)	F5_B2B	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 groundwater restriction area boundary identified on Exhibit D unless the groundwater has been tested in advance and found to meet all applicable promulgated federal or state standards and the Grantee first obtains the prior written approval from the New York State Departments of Health (NYSDOH) and Environmental Conservation (NYSDEC). 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.	GW1	GW2		
	F5_B2C	Within the Parcel F5-3 of the Property, the Grantee also covenants to restrict the relocation of the contaminated soils below one foot of the surface from being placed outside Parcel F5-3. If the contaminated soil below one foot of the surface will be excavated, it must remain on site, stay covered if stockpiled, and covered by a minimum of one foot of clean fill once it is returned to the ground. Prior to digging on this Parcel F5-3, the Grantee covenants to notify all workers performing that work of these restrictions, and the Grantee will notify the Air Force of any digging activities that will take place within Parcel F5-3, as indicated on Exhibit D.	S2			
F6A-2	F6A_E1	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).	LU6			
	F6A_E2	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 the costs associated with obtaining use of such water, including the costs of studies, analysis or remediation, without any cost whatsoever to the Grantor.	GW1	GW2	GW3	
F7R	F7R_D	The Grantee agrees not to conduct any ground-disturbing activity in the vicinity of site PCI-22 identified on the Environmental Site Map annexed hereto as Exhibit A-2 until it has receivsd approval for such activity from the New York State Office of Parks, Recreation and Historic Presemation.	S1			
F9	F9_F1	The GRANTEE covenants to restrict the use of the Property to industrial, educational, and commercial, non-residential activities unless it obtains written permission to do so from United States Environmental Protection Agency (USEPA), New York Department of Environmental Conservation (NYSDEC), and New York State Department of Environmental Health (NYSDOH).	LU3			
	F9_F4	The GRANTEE covenants that it will not allow construction activities in subsurface soils or groundwater in the areas of Underground Storage tanks (UST) UST-319, UST- 426. UST-440, AST-0468-02, UST-480-1 and UST-504, 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	S1			
	F9_F9	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.	GW2	GW3	LU4	
F10B	F10B_B2C	The Grantee covenants the use the areas described as FT-48 and LF-49 B hardfill on Exhibit D for industrial, non-residential commercial purposes.	LU2			
	F10B_V1	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.	P1			
	F10B_V2	To inspect field activities of the Grantor and its contractors and subcontractors in implementing the IRP or the FFA, if applicable.	AIR			
	F10B_V4	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 V1I.A. of this Deed, but not limited to, the installation of monitoring wells, pumping wells, and treatment facilities.	LU4			

Appendix B
Parcel Deed - Environmental Covenants

PARCEL	DEED LINK	DEED TEXT	DEED RESTRICTIONS			
F10C	F10C_C1	Grantee covenants and agrees not to extract, utilize or consume groundwater on the Property without prior testing of the groundwater and reporting of the results to the New York State Department of Health (NYSDOH) and the New York State Department of Environmental Conservation (NYSDEC) and receipt of a determination from NYSDOH and NYSDEC that the groundwater meets applicable promulgated federal or state standards. If the groundwater does not meet standards, the Grantee agrees to coordinate the proposed action with NYSDOH and NYSDEC under applicable promulgated federal or state regulations.	GW2	S1		
	F10C_C2	Grantee covenants and agrees not to disrupt or interfere or permit any activities on the Property that disrupt or interfere with the selected environmental remedy as defined in the Final Record of Decision for Landfill 1 Area of Concern, dated February 2000 and Section 1 of the Final Amendment to the Record of Decision for the Landfill I Area of Concern, dated September 2009.	LFS	LU4		
	F10C_C3	Grantee covenants not to conduct intrusive work impacting the groundwater on the Property without the prior written approval from the NYSDEC, USEPA, and the Air Force confirming that such work will not impair the effectiveness of the selected environmental remedy for the landfill as depicted all the map attached hereto and made a part hereof as Exhibit E.	GW3			
	F10C_C4	Grantee covenants that intrusive work or other activities that result in damage to the landfill cap and impact the effectiveness or integrity of the landfill closure (e.g. impair the effectiveness of the landfill cap) will not be allowed within the restricted landfill boundary depicted on Exhibit E and to ensure that the approval of the NYSDEC, USEPA and Air Force is received prior to conducting any activities on the Landfill.	S3			
F11A/C	F11AC_B4	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.	LU4			
	F11AC_B5	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 to perform such monitoring.	P1			
F14	F14_3	To conduct any test or survey required by the EPA or the State related to the implementation of the IRP or FFA, if applicable, or environmental conditions on the Property, or to verify any data submitted to the EPA or the State by the Grantor relating to such conditions.	P1			
	F14_A1	The Grantee covenants and agrees not to conduct, or allow others to conduct, any type of excavating, digging, drilling, utilization of groundwater, or other ground disturbing at the open petroleum spill sites listed above and located on the Property as shown on the attached Map, EXHIBIT C.	S1			
	F14_A2	The Grantee covenants and agrees that it will not use, or allow others to use, the Property for residential purposes (including mobile or modular homes), hospitals for human care, public or private schools for persons under 18 years of age, nursery schools, or day care centers for children.	LU6			
	F14_A3	The Grantee covenants and agrees for itself and any of its agents, representatives, contractors, or lessees that it will not construct any well on the Property or extract/pump groundwater from beneath the Property for any purpose other than monitoring or remediation.	GW3			
	F14_A4	To conduct any test or survey required by the EPA or the State related to the implementation of the IRP or FF A, if applicable, or environmental conditions on the Property, or to verify any data submitted to the EPA or the State by the Grantor relating to such conditions.	LU4			
	F14_B	Oil/Water Separators (OWSs): The Grantee covenants and agrees that it will not conduct any type of excavation, digging, drilling, utilization of ground water, or other grand disturbing activity at the open non-CERCLA petroleum spill sites OWS-6378, without prior written Air Force approval and Air Force coordination with applicable federal and state	S1			

Notes:
5YR - 5-Year Review
LU6 - Land-Use Restriction-Commercial/Non-Residential
AIR - Annual Inspection/Reporting to USEPA/NYSDEC
AR - Access Restriction
GW1 - Adverse Aquifer Use Prohibited
GW2 - Groundwater Consumption - Prior Approval
GW3 - Groundwater Intrusive Work - Prior Approval
GW4 - Groundwater Well Installation Restriction
LDHT - Land-Use Restriction-Landfill Debris Handling and Transport
LFS - Landfill Fencing / Signage
LU1 - Land-Use Restriction-Commercial/Administrative/Non-Residential
LU2 - Land-Use Restriction-Industrial/Commercial/Non-Residential
LU3 - Land-Use Restriction-Industrial/Educational/Commercial/Non-Residential
LU5 - Land-Use Restriction-Electrical Substation
LU9 - Land-Use Restriction-Airport/Low Intensity Open Space
P1 - Protect Closure/Post-Closure Activities
S1 - Soil/Groudwater Intrusive Work - Prior Approval
S2 - Subsurface Soil Relocation Restriction
S3 - Protect the Integrity of the Soil Cover
S4 - Soil Vapor Intrusion Evaluation Prior to New Constuction

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

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

Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

3. In exercising such easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer or employee of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the Grantee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

VIII. RELATED COVENANTS

A Limitation on Warranty. The warranty set forth in subparagraph VII.C. above is limited to response actions found to be necessary to protect human health and the environment from hazardous substances, pollutants or contaminants existing on the Property on the date this Deed is accepted. The obligation of the United States under such warranty does not extend to response actions required as a result of an act or omission of the Grantee, which act or omission (1) introduces new or additional contamination, (2) constitutes a breach of any environmental restrictive covenant set forth in this Deed, or (3) increases the cost of the required response action by its failure to provide timely notice of encountering contamination or by its improper management of any contamination or contaminated soil or water existing on the Property on the date this Deed is accepted.

B. State Access to Property. The right of access reserved to the United States in subparagraph VII.D. above may be exercised by agencies of the United States, including, but not necessarily limited to the Air Force and the USEPA Region 2. Further, notice is hereby given that the USEPA Region 2, the Air Force, and the State of New York have entered into an agreement commonly referred to as a Federal Facility Agreement (FFA); that, pursuant to the FFA, the Air Force has a continuing duty to provide access to the property to the State of New York; and that, the Air Force will extend to the State of New York, as necessary, the right to use the access reserved in subparagraph VII.D. above. This right of access is for purposes, either on the Property or on adjoining lands, consistent with the Installation Restoration Program of the Grantor or the FFA, if applicable.

IX. ENVIRONMENTAL RESTRICTIVE COVENANT

A. An Air Force Fire Protection Training Area (FPTA) Area of Concern (AOC), FT-30 is located in Parcel A3, as identified on the Map of Boundary FPTA AOC, FT30 at **Exhibit C**. Athough all known contamination sources have been removed from the FPTA (AOC), FT-30, the Air Force evaluated the potential for Soil Vapor Intrusion (SVI). The evaluation identified that no occupied structures are located within the FPTA AOC, FT-30 boundary. In addition, FPTA AOC, FT-30 is currently



located within the boundary of the operational Airport, and the Federal Aviation Administration regulations prohibit construction within the operational Airport boundaries. Based on the current absence of structures that can be occupied within the FPTA AOC, FT30 boundary and prohibitions related to construction within the operational boundaries of the Airport, the Grantee did not perform SVI sampling within the boundary of FPTA AOC FT 30. Based on the prior information a Land Use Restrictive Covenant as following is placed on property within the FPTA AOC, FT 30 boundary: "should the Airport close and current prohibitions related to construction within the associated airfield be lifted, property owners are required to perform a SVI evaluation prior or mitigation during construction of any new facility within the FPTA AOC, FT 30 boundary."

B. Release of Environmental Restrictive Covenant.

1. The Grantee may request from the Secretary of the Air Force 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 New York State Department of Environmental Conservation and USEPA Region 2. In the event the request of the Grantee for modification or release is approved by the United States, New York State Department of Environmental Conservation, and USEPA Region 2, the United States agrees to modify or release the covenant (the "Covenant Release") giving rise to such environmental restrictive covenant 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 the Covenant Release in recordable form. 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.

X. OTHER COVENANTS AND NOTICES

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 CERCLA. 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.C of this Deed. The Grantee is warned that the Grantor will

NOTICE

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

B. Environmental 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 **Exhibit D** to this Deed to which one or more of the environmental restrictive covenants may apply.

2. The following environmental 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 Parcel A6 of the Property, identified on **Exhibit D**, for airport or related services or low intensity open space.

(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 groundwater restriction area (Area A) boundary **(Exhibit D)** unless the groundwater has been tested in advance and found to meet all applicable promulgated federal or state standards and the Grantee first obtains the prior written approval from the New York State Departments of Health (NYSDOH) and Environmental Conservation (NYSDEC). 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 covenants to restrict activities in Area A that disrupt or interfere with the selected remedy as defined in Section 1.4 of the Final Record of Decisions for the Landfill 7 and Landfills 2/3 Areas of Concern (AOC).

(d) The Grantee covenants not to permit intrusive work within the groundwater restriction area (Area A) without prior written approval from NYSDEC and the USEPA confirming that work will not impair the effectiveness of the selected remedy for the landfills.

(e) The Grantee covenants not to allow intrusive work or other activities within the restricted landfill boundary (Area B) that impact the effectiveness or integrity of the landfill closures and caps.

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 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.

C. Release of Environmental Restrictive Covenants

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 that environmental 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 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 those use restrictions, 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.

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

Parcel 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

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).

Parcel F1

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:

Parcel F1

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

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 maintain 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

2) In exercising such easement and right of access, the United States shall provide the Grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored by the United States. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

3) In exercising such easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer or employee of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this Section VII.A.1.d.; provided, however, that nothing in this paragraph shall be considered as a waiver by the Grantee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act or this Deed.

B. RELATED COVENANT

Limitation on Warranty. The warranty set forth in subparagraph VII.B above is limited to response actions found to be necessary to protect human health and the environmental from hazardous substances, pollutants or contaminations existing on the Property on the date this Deed is accepted. The Obligation of the United States under such warranty does not extend to response actions required as a result of an act or omission of the Grantee, which act or omission (1) introduces new or additional contamination (2) constitutes a breach of any environmental restrictive covenant set forth in this Deed, or (3) increases the cost of the required response action by its failure to provide timely notice of encountering contamination or by its improper management of any contamination or contaminated soil or water existing on the Property on the date this Deed is accepted.

C. ENVIRONMENTAL USE AND RESTRICTIVE COVENANTS

1. Grantee covenants and agrees not to extract, utilize or consume groundwater on the Property without prior testing of the groundwater and reporting of the results to the New York State Department of Health (NYSDOH) and the New York State Department of Environmental Conservation (NYSDEC) and receipt of a determination from NYSDOH and NYSDEC that the groundwater meets applicable promulgated federal or state standards. If the groundwater does not meet standards, the Grantee agrees to coordinate the proposed action with NYSDOH and NYSDEC under applicable promulgated federal or state regulations.

2. Grantee covenants and agrees not to disrupt or interfere or permit any activities on the Property that disrupt or interfere with the selected environmental remedy as



defined in the Final Record of Decision for Landfill 1 Area of Concern, dated February 2000 and Section 1 of the Final Amendment to the Record of Decision for the Landfill 1 Area of Concern, dated September 2009.

3. Grantee covenants not to conduct intrusive work impacting the groundwater on the Property without the prior written approval from the NYSDEC, USEPA, and the Air Force confirming that such work will not impair the effectiveness of the selected environmental remedy for the landfill as depicted on the map attached hereto and made a part hereof as **Exhibit E**.

4. Grantee covenants that intrusive work or other activities that result in damage to the landfill cap and impact the effectiveness or integrity of the landfill closure (e.g. impair the effectiveness of the landfill cap) will not be allowed within the restricted landfill boundary depicted on **Exhibit E** and to ensure that the approval of the NYSDEC, USEPA and Air Force is received prior to conducting any activities on the Landfill.

D. Release of Environmental Restrictive Covenants.

1. The Grantee may request from the Air Force a modification or release of one or more of the environmental restrictive covenants in whole or in part in this section, subject to the notification and concurrence or approval of the NYSDEC and USEPA. In the event the request of the Grantee for modification or release is approved by the Air Force, USEPA and the NYSDEC, the Air Force agrees to modify or release the covenant (the "Covenant Release") giving rise to such environmental restrictive covenant 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 Air Force. The Air Force shall deliver the Covenant Release to the Grantee in recordable form. The execution of the Covenant Release by the Air Force 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 Air Force will record the appropriate document modifying or removing such covenants.

VIII. OTHER COVENANTS AND NOTICES

A. Underground and Aboveground Storage Tanks (USTs and ASTs): USTs were formerly located on the Property. An AST is in use at Building 854, as identified on the Map at **Exhibit E.** The Air Force has taken necessary steps to include sampling, where appropriate, to demonstrate the integrity of the AST has not been compromised and the Air Force removed the USTs. The Air Force has closed out any and all permits associated with these units. The Grantee covenants and agrees to accept responsibility for complying with all applicable Federal, State, and local laws and regulations relating to the use of the AST and the Grantee agrees to assume all liability for any leaks associated with the AST after the date of transfer as a condition of receiving the AST in lieu of removal.

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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.

Parcel F11A/F11C

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

Parcel F14

in any wise appertaining which, together with the real property above described, is called the "Property" in this Deed.

IV. RESERVATIONS

RESERVING UNTO THE GRANTOR, 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). It is the intent of the Grantor that this reserved right of access be extended to the United States Environmental Agency ("EPA") and the State of New York (the "State"), and its and their respective officials, agents, employees, contractors, and subcontractors. This right of access is 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

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 EPA or the State related to the implementation of the IRP or FFA, if applicable, or environmental conditions on the Property, or to verify any data submitted to the EPA 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, but not limited to, the Installation of monitoring wells, pumping wells, and treatment facilities.

5. To monitor any environmental restrictive covenants in the 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 to the State to monitor environmental covenants.

V. 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, whether expressed or implied, on the part of the Grantor, or otherwise provided for by law or in equity, regarding such condition

Parcel F14

and state of repair (other than that contained in sections VI of the Deed, 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.

VI. ENVIRONMENTAL AND RESTRICTIVE COVENANTS (Spill #s, Above Ground Storage Tanks (ASTs), Oil Water Seperators (OWS) and Parcels referenced in this paragraph VI are depicted in EXHIBIT C.)

A. Petroleum Contaminants. Portions of the soil and groundwater remaining on the Property, i.e. New York State Department of Environmental Conservation ("NYSDEC") Spill #: 0009824, at sites of the former Aboveground Storage Tank (AST)-653, AST-655 and AST 657, remain contaminated by various levels of petroleum compounds. In September of 1995, petroleum contamination (NYSDEC Spill # 9507363) from an adjacent privately owned fuel storage facility was identified as having migrated on the Parcel F9B and subsequently to the Parcel F14 property. It is anticipated that the biosparging systems present on parcel F14 will remediate this contamination in conjunction with the target Parcel F14 petroleum spills referenced (Note: AF is not responsible for closing spill site #9507363 since the source is from the adjacent property). Also petroleum contamination (NYSDEC Spill # 9810949) that originated from UST-654 on adjacent Parcel F9B is being remediated via the NYSDEC Spill #0009824 located on Parcel F14.

1. The Grantee covenants and agrees not to conduct, or allow others to conduct, any type of excavating, digging, drilling, utilization of groundwater, or other ground disturbing at the open petroleum spill sites listed above and located on the Property as shown on the attached Map, **EXHIBIT C**.

2. The Grantee covenants and agrees that it will not use, or allow others to use, the Property for residential purposes (including mobile or modular homes), hospitals for human care, public or private schools for persons under 18 years of age, nursery schools, or day care centers for children.

3. The Grantee covenants and agrees for itself and any of its agents, representatives, contractors, or lessees that it will not construct any well on the Property or extract/pump groundwater from beneath the Property for any purpose other than monitoring or remediation.

4. The Grantee covenants and agrees that it will not conduct, or allow others to conduct, any activities that would cause disturbance of, or limit access to, any wells, equipment or treatment or monitoring systems associated with the remediation activities at NYSDEC Spill # 0009824 remediation site.

B. Oil/Water Separators (OWSs): The Grantee covenants and agrees that it will not conduct any type of excavation, digging, drilling, utilization of ground water, or other grand disturbing activity at the open non-CERCLA petroleum spill sites OWS-6378, without prior written Air Force approval and Air Force coordination with applicable federal and state

Parcel F3A/F3B

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.

(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

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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.

Parcel 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.

Parcel F4B

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.

Parcel 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.

Parcel F4B

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.

Parcel F4B

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

Parcel F6A

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).

Parcel 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:

Parcel 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

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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 spill 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.