FINAL
2018 LAND USE CONTROLS/INSTITUTIONAL CONTROLS SITE INSPECTION REPORT FORMER GRIFFISS AFB ROME, NEW YORK

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Exhibits

Exhibit 1 2018 LUC/IC Confirmation by Site

Plate

Plate 1 Deed Restrictions, Land Use and Institutional Control Locations 2018

Appendices

Appendix A Parcel Deeds (Provided on CD)
Appendix B Land Use Zoning Restriction, Groundwater Restrictions, and Soil Restriction Maps (Provided on CD)
Appendix C 2018 LUC/IC Confirmation Forms
Appendix D Dig Safely New York Dig Permit Requests – November 2017 through October 2018

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ACRONYMS AND ABBREVIATIONS

AFB	Air Force Base
AFBCA	Air Force Base Conservation Agency
AFCEC	Air Force Civil Engineer Center
AFRL/RRS	Air Force Research Laboratory/Rome Research Site
AFRPA	Air Force Real Property Agency
a.k.a.	Also known as
AOC	Area of Concern
AOI	Area of Interest
AST	Aboveground storage tank
BADP	Battery acid disposal pit
bgs	Below ground surface
Bhate	Bhate Environmental Associates, Inc.
BRAC	Base Realignment and Closure
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CHP	Central Heating Plant
Conti	Conti Environmental, Inc.
DOD	Department of Defense
EPS	Electrical Power Substation
ft	Feet
GIA	Griffiss International Airport
GLDC	Griffiss Local Development Corporation
GUSC	Griffiss Utility Services Corporation
IC	Institutional Control
IRP	Installation Restoration Program
JP-4	Jet propulsion fuel grade 4
LTM	Long-term monitoring
LUC	Land Use Control
mil	Thousandth of an inch
NCP	National Contingency Plan

NYSDEC	New York State Department of Environmental Conservation
NYSDOH	New York State Department of Health
OCIDA	Oneida County Industrial Development Agency
PBR	Performance-Based Remediation
PCB	Polychlorinated biphenyl
RCRA	Resource Conservation and Recovery Act
ROD	Record of Decision
SAC	Strategic Air Command
SSVM	Sub-slab vapor mitigation
SVI	Soil Vapor Intrusion
SVE	Soil vapor extraction
TCE	Trichloroethene
U.S.	United States
USEPA	U.S. Environmental Protection Agency
UST	Underground Storage Tank
VOC	Volatile Organic Compound
WSA	Weapons Storage Area

1 INTRODUCTION

This Land Use Controls (LUCs)/Institutional Controls (ICs) Site Inspection Report describes the LUCs/ICs site and deed inspections conducted by Bhate Environmental Associates, Inc. (Bhate) at the former Griffiss Air Force Base (AFB), in Rome, New York (see **Figure 1**). Bhate was contracted by the Air Force Civil Engineer Center (AFCEC), under Performance-Based Remediation (PBR) contract number FA8903-16-F-0012 to conduct LUC/IC site inspections at 22 sites located at the former Griffiss AFB (**Figure 2**).

1.1 Site Description and History of the Former Griffiss AFB

The mission of the former Griffiss AFB varied over the years. The base was activated on February 1, 1942, as Rome Air Depot, with the mission of storage, maintenance, and shipment of material for the United States (U.S.) Army Air Corps. Upon creation of the Air Force in 1947, the depot was renamed Griffiss AFB. The base became an electronics center in 1950, with the transfer of Watson Laboratory Complex (later Rome Air Development Center [1951], Air Force Research Laboratory/Rome Research Site [AFRL/RRS]), and then the Information Directorate at RRS was established with the mission of applied research, development, and testing of electronic air-ground systems. The headquarters of the Ground Electronics Engineering Installations Agency was established in June 1958 to engineer and install ground communication equipment throughout the world. The 49th Fighter Interceptor Squadron served at Griffiss AFB from 1959 until its inactivation in 1987. On July 1, 1970, the 416th Bombardment Wing of the Strategic Air Command (SAC) was activated with the mission of maintenance and implementation of both effective air refueling operations and long-range bombardment capability. Griffiss AFB was designated for realignment under the Base Realignment and Closure Act (BRAC) in 1993, resulting in deactivation of the 416th Bombardment Wing in September 1995.

1.2 Purpose

LUC/ICs were implemented at the former Griffiss 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 Records of Decision (RODs) and in the deeds as deed restrictions/environmental covenants. All deeds for the former Griffiss AFB are included in **Appendix A**.

Annual LUC/IC confirmation (by site) and deed restriction inspections (by parcel) are required to evaluate the implementation and performance of a restriction in order to determine if it is protective of human health and the environment. The 2018 LUC/IC confirmation and deed restriction inspections were performed through on-site inspections and interviews (in person, by phone, and/or written confirmation) with the owner/occupant of the site.

Plate 1 illustrates the LUC/IC sites and parcel deed restrictions associated with the former Griffiss AFB. **Exhibit 1** provides the completed 2018 site inspection forms, current site photographs, and site maps (with parcel boundaries) for each LUC/IC site. Figures illustrating land use zoning (non-residential) restrictions, groundwater restrictions, and soil restrictions are provided in **Appendix B**.

The *Final Record of Decision Soil Vapor Intrusion* [SVI] *at SD-052-02 Building 775 Site (Buildings 774 and 776) and SD-052-01 Apron 2 Chlorinated Plume Site (Buildings 785 and 786) Former Griffiss Air Force Base Rome, New York* (AFCEC, September 2016), herein referred to as the Final SD052-SVI ROD, was issued by the Air Force in September 2016 and signed by the U.S. Environmental Protection Agency (USEPA) on September 30, 2016. Therefore, the LUCs/ICs for these sites (SD052-02-SVI and SD052-01-SVI) have been inspected and the completed forms are included in this LUCs/ICs Site Inspection Report.

2 LUC/IC CONFIRMATION BY INSTALLATION RESTORATION PROGRAM SITE

The following summarizes the former Griffiss AFB LUC/IC sites associated with the Installation Restoration Program (IRP). The 2018 LUCs/ICs on-site inspections were conducted by Bhate from October 18– 25, 2018. The completed LUC/IC site inspection forms are provided in **Exhibit 1**.

2.1 AOI66, Steam Plant APDO Storage Yard

2.1.1 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. AOI66 was located in Parcels F6B-3 and Central Heating Plant (CHP) which were both transferred to the Griffiss Local Development Corporation (GLDC), via the Oneida County Industrial Development Agency (OCIDA), on August 12, 2013, and August 4, 2000, respectively.

2.1.2 LUCs/ICs

The Coal Yard Storage Area ROD includes AOI66. The following summarizes the LUCs/ICs for AOI66 presented in the Final ROD for the Coal Yard Storage Area dated December 2011 (AFRPA, December 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 [New York State Department of Environmental Conservation] *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 [NYSDOH]*."*

"The owner or operator will restrict the relocation of contaminated soils greater than 1 foot [below ground surface] *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 above described AOI66 LUCs/ICs correspond with the following restrictions:

- Land use restriction – industrial/commercial/non-residential
- Subsurface soil relocation restriction
- Groundwater consumption/intrusive work – prior approval

Plate 1 presents the location of the site and illustrates that there are LUCs/ICs in place.

2.1.3 LUC/IC Site Inspection Results

The LUCs/ICs were confirmed by an on-site inspection conducted on October 25, 2018, and by the LUC/IC Confirmation Form signed by Michael Davis, Vice President, Operations, Griffiss Utility Services Corporation (GUSC) on September 21, 2018. The on-site inspection and LUC/IC Confirmation Forms for AOI66 are provided in **Exhibit 1** and **Appendix C** respectively.

2.2 DP022, Building 222 BADP AOC

2.2.1 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 the Building 222 Area of Concern (AOC). Parcel F3A (Building 222) was transferred to the GLDC, via the OCIDA, on January 8, 2004, and is owned by Roberts Office Interiors. Groundwater restrictions previously associated with the site were removed with regulatory acceptance in 2012.

2.2.2 LUCs/ICs

The LUCs/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 (AFRPA, 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 above described Building 222 LUC/IC corresponds with the following restriction:

- Land use restriction – industrial/commercial/non-residential

Plate 1 presents the location of the site and illustrates that there are LUCs/ICs in place.

2.2.3 LUC/IC Site Inspection Results

The LUCs/ICs were confirmed by an on-site inspection conducted on October 25, 2018, and by the LUC/IC Confirmation Form signed by Robert Angelicola, Roberts Office Interiors, on September 19, 2018. The on-site inspection and LUC/IC Confirmation Forms for DP022 are provided in **Exhibit 1** and **Appendix C** respectively.

2.3 LF001, Landfill 1 AOC

2.3.1 Site Description

LF001, 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. In accordance with the ROD, the landfill was re-graded and capped in 2003. LF001 is unlined and the cap components include a gas venting layer, a 40-thousandths of an inch (mil) linear low density polyethylene geomembrane liner, a geocomposite drainage net, a minimum 12-inch thick barrier protection layer, and a minimum 6-inch thick layer of topsoil. LF001 is located in Parcel F10C which was transferred to the GLDC, via the OCIDA, on September 16, 2011.

2.3.2 LUCs/ICs

The LUCs/ICs provided in the closure plan for LF001 correspond with the LF001 ROD requirements. The ROD for LF001 was issued by the Air Force in February 2000 (Air Force Real Property Agency [AFRPA], February 2000) and signed by the USEPA in June 2000. The closure plan for LF001 was finalized in October 2002 (Conti Environmental, Inc. [Conti] and EA Engineering, October 2002). Based on the previous investigations and environmental conditions at the site, the LUC/IC components of the selected remedy for LF001 consisted of the following actions:

"Groundwater extraction/utilization/consumption within the groundwater restriction area will not be permitted without prior testing and written approval from the New York State Department of Health."

"Activities that disrupt or interfere with the closure and post-closure activities will not be permitted."

"Intrusive work within the ground-water restriction area will not be permitted without prior written approval from the Air Force, NYSDEC, and USEPA."

"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 closure and post-closure activities."

The above described LF001 LUCs/ICs correspond with the following restrictions:

- Groundwater consumption/intrusive work – prior approval
- Adverse aquifer use prohibited
- Protect closure/post-closure activities
- Land use restriction – protect remedial operations
- Landfill fencing signage
- Protect integrity of soil cover

Plate 1 presents the location of the site and illustrates that there are LUCs/ICs in place.

2.3.3 LUC/IC Site Inspection Results

Prior to conducting the LUC/IC site inspection at LF001 the grass cover was mowed during the late summer of 2018. The LUCs/ICs were confirmed by an on-site inspection conducted on October 20, 2018, and by the LUC/IC Confirmation Form signed by Chad Lawrence, Deputy Commissioner, Department of Aviation, Griffiss International Airport (GIA), on September 17, 2018. The on-site inspection and LUC/IC Confirmation Forms for LF001 are provided in **Exhibit 1** and **Appendix C** respectively.

2.4 LF002, Landfill 2/3 AOC

2.4.1 Site Description

LF002, approximately 13 acres in size, is located near the east-central boundary of the former Griffiss AFB east of Perimeter Road. LF002 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. LF002 is located in Parcel A6 which was transferred to the GLDC, via the County of Oneida, on April 11, 2008. In accordance with the ROD, the landfill was re-graded and capped in the summer of 2003. LF002 is unlined and the cap components include a gas venting layer with an 18-inch low permeability soil layer, covered by a 6-inch layer of topsoil with grass seed on top.

2.4.2 LUCs/ICs

The LUCs/ICs provided in the deed for Parcel A6 correspond with the LF002 ROD requirements. The ROD for LF002 was issued by the Air Force in February 2000 (AFRPA, February 2000a) and signed by the USEPA in June 2000. The closure plan for LF002 was finalized in March 2002 (Conti and EA Engineering, March 2002a). Based on the previous investigations and environmental conditions at the site, the LUC/IC components of the selected remedy for LF002 consisted of the following actions:

"Groundwater extraction/utilization/consumption within the groundwater restriction area will not be permitted without prior testing and written approval from the New York State Department of Health."

"Activities that disrupt or interfere with the closure and post-closure activities will not be permitted."

"Intrusive work within the ground-water restriction area will not be permitted without prior written approval from the Air Force, NYSDEC, and USEPA."

"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 closure and post-closure activities."

The above described LF002 LUCs/ICs correspond with the following restrictions:

- Groundwater consumption/intrusive work – prior approval
- Adverse aquifer use prohibited
- Protect closure/post-closure activities
- Land use restriction – protect remedial operations
- Landfill fencing signage
- Protect integrity of soil cover

Plate 1 presents the location of the site and illustrates that there are LUC/ICs in place.

2.4.3 LUC/IC Site Inspection Results

Prior to conducting the LUC/IC site inspection at LF002 the grass cover was mowed during the late summer of 2018. The LUCs/ICs were confirmed by an on-site inspection conducted on October 20, 2018, and by the LUC/IC Confirmation Form signed by Chad Lawrence, Deputy Commissioner, Department of Aviation, GIA, on September 17, 2018. The on-site inspection

and LUC/IC Confirmation Forms for site LF002 are provided in **Exhibit 1** and **Appendix C** respectively.

2.5 LF003, Landfill 7 AOC

2.5.1 Site Description

LF003, approximately 11 acres in size, is located northeast of Runway 15/33. The sources of potential contamination at LF003 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. In accordance with the ROD, the landfill was re-graded and capped in 2002. LF003 is unlined and the landfill was capped with an 18-inch low permeability soil layer, covered by a 6-inch layer of topsoil and seeded with grass. LF003 is located in Parcel A6 which was transferred to the GLDC, via the County of Oneida, on April 11, 2008.

2.5.2 LUCs/ICs

The LUCs/ICs provided in the closure plan for LF003 correspond with the LF003 ROD requirements. The ROD for LF003 was issued by the Air Force in February 2000 (AFRPA, February 2000b) and was signed by the USEPA in June 2000. The closure plan for Landfill 7 was finalized in March 2002 (Conti and EA Engineering, March 2002b). Based on the previous investigations and environmental conditions at the site, the LUC/IC components of the selected remedy for LF003 consisted of the following actions:

"Groundwater extraction/utilization/consumption within the groundwater restriction area will not be permitted without prior testing and written approval from the New York State Department of Health."

"Activities that disrupt or interfere with the closure and post-closure activities will not be permitted."

"Intrusive work within the ground-water restriction area will not be permitted without prior written approval from the Air Force, NYSDEC, and USEPA."

"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 closure and post-closure activities."

The above described LF003 LUCs/ICs correspond with the following restrictions:

- Groundwater consumption/intrusive work – prior approval
- Adverse aquifer use prohibited
- Protect closure/post-closure activities
- Land use restrictions – protect remedial operations
- Landfill fencing signage
- Protect integrity of soil cover

Plate 1 presents the location of the site and illustrates that there are LUCs/ICs in place.

2.5.3 LUC/IC Site Inspection Results

Prior to conducting the LUC/IC site inspection at LF003 the grass cover was mowed during the late summer of 2018. The LUCs/ICs were confirmed by an on-site inspection conducted on October 23, 2018, and by the LUC/IC Confirmation Form signed by Chad Lawrence, Deputy Commissioner, Department of Aviation, GIA, on September 17, 2018. The on-site inspection and LUC/IC Confirmation Forms for LF003 are provided in **Exhibit 1** and **Appendix C** respectively.

2.6 LF007, Landfill 5 AOC

2.6.1 Site Description

LF007, approximately 4 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 LF007 consist of domestic wastes that were disposed of in the subsurface at the site. In accordance with the ROD, the landfill was re-graded and capped in 2002. LF007 is unlined and the cap components include an 18-inch low permeability soil layer, covered by a 6-inch layer of topsoil with grass seed on top. LF007 is located in Parcel F11B and the property was to the GLDC, via the OCIDA, on December 6, 2012.

2.6.2 LUCs/ICs

The LUCs/ICs provided in the closure plan for LF007 correspond with the LF007 ROD requirements. The ROD for LF007 was issued by the Air Force in March 2000 (AFRPA, March 2000) and signed by the USEPA in June 2000. The closure plan for LF007 was finalized in July 2002 (Conti and EA Engineering, July 2002). Based on the previous investigations and environmental conditions at the site, the LUC/IC components of the selected remedy for LF007 consisted of the following actions:

"Groundwater extraction/utilization/consumption within the groundwater restriction area will not be permitted without prior testing and written approval from the New York State Department of Health."

"Activities that disrupt or interfere with the closure and post-closure activities will not be permitted."

"Intrusive work within the ground-water restriction area will not be permitted without prior written approval from the Air Force, NYSDEC, and USEPA."

"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 closure and post-closure activities."

The above described LF007 LUCs/ICs correspond with the following restrictions:

- Groundwater consumption/intrusive work – prior approval
- Adverse aquifer use prohibited
- Protect closure/post-closure activities
- Land use restriction – protect remedial operations
- Landfill fencing signage
- Protect integrity of soil cover

Plate 1 presents the location of the site and illustrates that there are LUCs/ICs in place.

2.6.3 LUC/IC Site Inspection Results

Prior to conducting the LUC/IC site inspection at LF007 the grass cover was mowed during the late summer of 2018. The LUCs/ICs were confirmed by an on-site inspection conducted on October 23, 2018, and by the LUC/IC Confirmation Form signed by Frank Sanzone, Facilities Operation Manager, GLDC, on September 21, 2018. The on-site inspection and LUC/IC Confirmation Forms for LF007 are provided in **Exhibit 1** and **Appendix C** respectively.

2.7 LF009, Landfill 6 AOC and SD052-04, Landfill 6 Chlorinated Plume Site

2.7.1 Site Description

LF009, approximately 15.7 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. LF009 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 LF009. In accordance with the ROD, the landfill was re-graded and capped in 2004. LF009 is unlined and the cap components include a 12-inch gas venting layer, a 40-mil linear low density polyethylene geomembrane liner, a geocomposite drainage net, a minimum 12-inch thick barrier protection layer, and a minimum 6-inch thick layer of topsoil. Trichloroethene (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. LF009 is located in Parcel F11B and the property was transferred to the GLDC, via the OCIDA, on December 6, 2012.

2.7.2 LUCs/ICs

The LUCs/ICs provided in the closure plan for LF009 correspond with the LF009 ROD requirements. The ROD for LF009 was issued by the Air Force in February 2001 (AFRPA, February 2001) and signed by the USEPA in June 2001. The closure plan for LF009 was finalized in March 2004 (Conti and EA Engineering, March 2004). Based on the previous investigations and environmental conditions at the site, the LUC/IC components of the selected remedy for LF009 consisted of the following actions:

"Groundwater extraction/utilization/consumption within the groundwater restriction area will not be permitted without prior testing and written approval from the New York State Department of Health."

"Activities that disrupt or interfere with the closure and post-closure activities will not be permitted."

"Intrusive work within the ground-water restriction area will not be permitted without prior written approval from the Air Force, NYSDEC, and USEPA."

"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 closure and post-closure activities."

The ROD for SD052-04, Landfill 6 Chlorinated Plume Site was issued by the Air Force in December 2008 (AFRPA, December 2008) and signed by the USEPA in March 2009. In summary, the ROD 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."

In addition to the LUCs/ICs provided in the ROD, a deed restriction for SVI restrictions at the site was included in the deed for Parcel F11B. The deed states that:

"With respect to risks that may be posed by indoor air contamination from chemicals volatilizing from groundwater (vapor intrusion) in the portions of the Property identified as SD-52-04 Landfill 6 On-Base, the Grantee shall conduct either (a) construction of new buildings within the sites in a manner that will 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. If an evaluation discloses unacceptable risk under CERCLA and the NCP, then the Grantee shall include mitigation of the vapor intrusion in the design/construction of the structure. Grantee shall provide any such evaluation to, and coordinate any such mitigation with the USEPA and NYSDEC."*

The above described LF009 and Landfill 6 Chlorinated Plume site LUCs/ICs correspond with the following restrictions:

- Groundwater consumption/intrusive work – prior approval
- Adverse aquifer use prohibited
- Protect closure/post-closure activities
- Land use restrictions – protect remedial operations
- Landfill fencing signage
- Protect integrity of soil cover
- Land use restriction – industrial/commercial/non-residential
- Soil/groundwater intrusive work – prior approval
- SVI evaluation prior to site construction or SVI mitigation with new site construction

Plate 1 presents the location of the site and illustrates that there are LUCs/ICs in place.

2.7.3 LUC/IC Site Inspection Results

Prior to conducting the LUC/IC site inspection at LF009 the grass cover was mowed during the late summer of 2018. The LUCs/ICs were confirmed by an on-site inspection conducted on October 19, 2018, and by the LUC/IC Confirmation Form signed by Frank Sanzone, Facilities Operation Manager, GLDC, on September 21, 2018. The on-site inspection and LUC/IC Confirmation Forms for LF009 and SD052-04 are provided in **Exhibit 1** and **Appendix C** respectively.

2.8 SD052-01, Apron 2 Chlorinated Plume Site

2.8.1 Site Description

SD052-01 (Apron 2) was used as an aircraft parking and refueling area. Two jet fuel pipeline systems are associated with SD052-01. The former Type II Jet Fuel System once supplied jet propulsion fuel grade 4 (JP-4) fuel to hydrants located throughout Apron 2. The LUC/IC areas are located on or adjacent to Parcels A2, F4A/F12A, and F6B-6 which were transferred to the GLDC, via the County of Oneida or the OCIDA, on January 3, 2013; May 29, 2001; and December 6, 2012, respectively.

One IRP number (SD052-01, Apron 2 Chlorinated Plume Site) is associated with the chlorinated Volatile Organic Compound (VOC) contamination in the Apron 2 site.

There are two NYSDEC petroleum spill numbers in the vicinity of the Apron 2 site. NYSDEC Spill #9810713 (SS067) is associated with the Type II Fuel System in the vicinity of Building 789, and Spill #1408594 (CSS682) is associated with the Building 785 pipeline.

2.8.2 LUCs/ICs

The ROD that includes SD052-01, Apron 2 Chlorinated Plume Site was issued by the Air Force in December 2008 (AFRPA, December 2008) and signed by the USEPA in March 2009. In summary, the ROD for the On-base Groundwater AOCs (SD-052), which includes the 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 sites are covered under the NYSDEC Spill Program and do not require a ROD. The LUCs/ICs are provided in the deeds for Parcels A2, F6B-6, and F4A/F12A.

The following summarizes the LUCs/ICs provided in the deeds for Parcels A2 and F6B-6:

"The grantee covenants and agrees not to conduct any type of excavation, digging, drilling, utilization of groundwater, or other ground disturbing activity at the open spill sites prior to written Air Force approval and Air Force coordination with applicable federal and State regulatory agencies."

"With respect to risks that may be posed by indoor air contamination from chemicals volatilizing from groundwater (vapor intrusion) in the portions of the Property identified as SD-52-01 On Base Groundwater Contamination Apron 2 Operable Unit, the Grantee shall conduct either (a) construction of new buildings within the sites in a manner that will mitigate unacceptable risk under CERCLA and the NCP; or (b) an evaluation of the potential for unacceptable risk prior to the erection of any structure in the Groundwater Restriction Area. If an evaluation discloses unacceptable risk under CERCLA and the NCP, then the Grantee shall include mitigation of the vapor intrusion in the design/construction of the structure. Grantee shall provide any such evaluation to, and coordinate any such mitigation with, the USEPA and NYSDEC. The slabs of

Buildings 785 and 786 shall not be compromised without the prior written approval of USEPA, NYSDEC and the Air Force. The Grantee may demolish Buildings 785 and 786 at its discretion."

The following summarizes the LUCs/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."

The above described SD052-01 LUCs/ICs correspond with the following restrictions:

- Soil/groundwater intrusive work – prior approval
- Groundwater consumption – prior approval
- Adverse aquifer use prohibited
- Land use restriction – protect remedial operations
- Groundwater intrusive work – prior approval
- Land use restriction – industrial/commercial/non-residential
- SVI evaluation prior to site construction or SVI mitigation with new site construction

Plate 1 presents the location of the site and illustrates that there are LUC/ICs in place.

2.8.3 LUC/IC Site Inspection Results

The LUC/ICs were confirmed by an on-site inspection conducted on October 24, 2018, and by the LUC/IC Confirmation Form signed by Chad Lawrence, Deputy Commissioner, Department of Aviation, GIA, on September 17, 2018. The on-site inspection and LUC/IC Confirmation Forms for SD052-01 are provided in **Exhibit 1** and **Appendix C** respectively.

2.9 SD052-02, Building 775 Chlorinated Plume Site

2.9.1 Site Description

The Building 775 plume is located downgradient to the south of former maintenance facilities in Buildings 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 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 F2C (which is part of Parcel F2), F4B, F6B-7, and F11B. Parcels F2C, F4B, F6B-7, and F11B were transferred to the GLDC, via the OCIDA, on July 31, 2000; August 21, 2001; December 6, 2012; and December 6, 2012, respectively.

2.9.2 LUCs/ICs

The ROD that includes SD052-02, Building 775 Chlorinated Plume Site was issued by the Air Force in December 2008 (AFRPA, December 2008) and signed by the USEPA in March 2009. In summary, the ROD for SD052-02, 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."

The above described SD052-02 LUCs/ICs correspond with the following restrictions:

- Land use restriction – industrial/commercial/non-residential

- Soil/groundwater intrusive work – prior approval
- Groundwater consumption/intrusive work – prior approval
- Land use restriction – protect remedial operations

Plate 1 presents the location of the site and illustrates that there are LUCs/ICs in place.

2.9.3 LUC/IC Site Inspection Results

The LUCs/ICs were confirmed by an on-site inspection conducted on October 22, 2018, and by the LUC/IC Confirmation Form signed by Frank Sanzone, Facilities Operation Manager, GLDC, on September 21, 2018. The on-site inspection and LUC/IC Confirmation Forms for SD052-02, Building 775 are provided in **Exhibit 1** and **Appendix C** respectively.

2.10 SD052-05, Building 817 Chlorinated Plume Site

2.10.1 Site Description

The SD052-05 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 Weapons Storage Area (WSA). The site is within the boundaries of Parcel A5 and F10C-3. Building 817 was once used for electronics parts maintenance. TCE and perchloroethene were solvents used in small quantities at this location. Parcels A5 and F10C-3 were transferred to the GLDC, via the County of Oneida and the OCIDA, on January 3, 2013, and December 6, 2012, respectively.

2.10.2 LUC/ICs

The ROD that includes SD052-05, Building 817 Chlorinated Plume Site was issued by the Air Force in December 2008 (AFRPA, December 2008) and signed by the USEPA in March 2009. In summary, the ROD for SD052-05, 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."

In addition to the LUCs/ICs provided in the ROD, a deed restriction for SVI restrictions at the site was included in the deed for Parcels A5 and F10C-3. The deed states that:

"With respect to risks that may be posed by indoor air contamination from chemicals volatilizing from groundwater (vapor intrusion) in the portions of the Property identified as SD-52-05 Building 817/WSA On Base Groundwater, the Grantee shall conduct either (a) construction of new buildings within the sites in a manner that will mitigate unacceptable risk under CERCLA and the NCP; or (b) an evaluation of the potential for unacceptable risk prior to the erection of any structure in the Groundwater Restriction Area. If an evaluation discloses unacceptable risk under CERCLA and the NCP, then the Grantee shall include mitigation of the vapor intrusion in the design/construction of the structure. Grantee shall provide any such evaluation to, and coordinate any such mitigation with, the USEPA and NYSDEC. Building 817 shall not be occupied until the activities described in either (a) or (b) above are completed. As used in this Deed, "occupied" means the building is used and there is human occupation of it with regularity (e.g. persons present the same day of the week, for approximately the same number of hours). Incidental use of the building, such as for storage of materials, that necessitates intermittent visits by individuals who will not remain in the building after delivery or retrieval of such materials, will not constitute occupancy. The Grantee may demolish Building 817 at its discretion."

The above described SD052-05 LUCs/ICs correspond with the following restrictions:

- Land use restriction – industrial/commercial/non-residential
- Soil/groundwater intrusive work – prior approval
- Groundwater consumption/intrusive work – prior approval
- Land use restriction – protect remedial operations
- SVI evaluation prior to site construction or SVI mitigation with new site construction

Plate 1 presents the location of the site and illustrates that there are LUCs/ICs in place.

2.10.3 LUC/IC Site Inspection Results

The LUCs/ICs were confirmed by an on-site inspection conducted on October 23, 2018, and by the LUC/IC Confirmation Forms signed by Chad Lawrence, Deputy Commissioner, Department of Aviation, GIA, on September 17, 2018, and by Frank Sanzone, Facilities Operation Manager, GLDC, on September 21, 2018. The on-site inspection and LUC/IC Confirmation Forms for SD052-05 are provided in **Exhibit 1** and **Appendix C** respectively.

2.11 SD062 (a.k.a. SD-62 or SS062), AOC 9

2.11.1 Site Description

IRP Site SD062 (SS062) AOC 9 is a grass-covered area located on the north side of the main runway between the former WSA and Six Mile Creek (Parcels A4, F10B, and F10C-2). Much of the landfill material was removed from the area in the 1950s as the WSA was constructed. Parcels A4, F10B, and F10C-2 were transferred to the GLDC, via the County of Oneida or the OCIDA, on January 3, 2013; September 30, 2005; and December 6, 2012, respectively.

2.11.2 LUC/ICs

The ROD for SD062 (SS062) was released in July 2010 (AFRPA, July 2010) and signed by the USEPA on September 21, 2010. The following summarizes the LUCs/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 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 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 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 structures within the Groundwater Restriction Area in a manner that would mitigate unacceptable risk under CERCLA and the 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 coordinated with the EPA and NYSDEC. In addition, with respect to vapor intrusion, Buildings 912 and 913 will remain unoccupied until either of the

actions under (a) or (b) above is completed. 'Occupied' means that the building is used and there is human occupation of it with regularity. Incidental use of the building, such as for storage of materials, that necessitates intermittent visits by individuals who would not remain in the building after delivery or retrieval of such materials, would not meet this definition of occupation. 'Occupied' has the same meaning throughout this document. The owner may also choose to demolish the buildings."

The above described SD062 (SS062) LUCs/ICs correspond with the following restrictions:

- Soil/groundwater intrusive work – prior approval
- Groundwater consumption/intrusive work – prior approval
- Land use restriction – industrial/commercial/non-residential
- Land use restriction – protect remedial operations
- SVI evaluation prior to site construction or SVI mitigation with new site construction
- No occupancy restriction for Buildings 912 and 913 prior to SVI evaluation

Plate 1 presents the location of the site and illustrates that there are LUCs/ICs in place.

2.11.3 LUC/IC Site Inspection Results

The LUCs/ICs were confirmed by an on-site inspection conducted on October 19, 2018, and by the LUC/IC Confirmation Forms signed by Chad Lawrence, Deputy Commissioner, Department of Aviation, GIA, on September 17, 2018, and by Frank Sanzone, Facilities Operation Manager, GLDC on September 21, 2018. The on-site inspection and LUC/IC Confirmation Forms for SD062 are provided in **Exhibit 1** and **Appendix C** respectively.

2.12 SS008, Building 112

2.12.1 Site Description

The former Building 112 was 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 polychlorinated biphenyl (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 was transferred to the GLDC, via the County of Oneida, on May 22, 2008.

2.12.2 LUCs/ICs

The LUCs/ICs provided in the deed for Parcel F5 correspond with the SS008 ROD requirements. The ROD for SS008 was issued by the Air Force in June 2001 (AFBCA, June 2001a) and signed by the USEPA in September 2001. The ROD for SS008 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."

The above described SS008 LUCs/ICs correspond with the following restrictions:

- Groundwater consumption/intrusive work – prior approval
- Land use restriction – industrial/commercial/non-residential
- Subsurface soil relocation restriction

Plate 1 presents the location of the site and illustrates that there are LUC/ICs in place.

2.12.3 LUC/IC Site Inspection Results

The LUCs/ICs were confirmed by an on-site inspection conducted on October 22, 2018, and by the LUC/IC Confirmation Form signed by Frank Sanzone, Facilities Operation Manager, GLDC, on September 21, 2018. The on-site inspection and LUC/IC Confirmation Forms for SS008 are provided in **Exhibit 1** and **Appendix C** respectively.

2.13 SS017, Lot 69 Hazardous Waste Storage Area

2.13.1 Site Description

The SS017 is located along the north side of Ellsworth Road (Parcel F1 and F6B-4). From 1965 to 1982, SS017 was an unfenced interim storage area for containers of liquid and solid hazardous wastes generated at Griffiss AFB. Parcels F1 and F6B-4 were transferred to the GLDC, via the OCIDA, on March 21, 2000, and August 12, 2013, and are owned by Birnie Bus Services, Inc. The property is used for vehicle parking and maintenance. Groundwater restrictions previously associated with the site were removed with regulatory acceptance in 2012.

2.13.2 LUCs/ICs

The LUCs/ICs provided in the deeds for Parcels F1 and F6B-4 correspond with the ROD requirements for Lot 69. The ROD for Lot 69 was issued by the Air Force in November 2004 (AFRPA, November 2004b) 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 above described Lot 69 LUC/IC corresponds with the following restriction:

- Land use restriction – industrial/commercial/non-residential

Plate 1 presents the location of the site and illustrates that there are LUC/ICs in place.

2.13.3 LUC/IC Site Inspection Results

The LUCs/ICs were confirmed by an on-site inspection conducted on October 18, 2018, and by the LUC/IC Confirmation Form signed by Frank Laubmeier, Facilities Manager, Birnie Bus, Services, Inc., on October 24, 2018. The on-site inspection and LUC/IC Confirmation Forms for SS017 are provided in **Exhibit 1** and **Appendix C** respectively.

2.14 SS025, T-9 Storage Area

2.14.1 Site Description

SS025 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 aboveground storage tank (AST)-009-2 and -3 due to contaminated soil identified during a site assessment conducted by PEER in the fall of 1996. Parcel F1 was transferred to the GLDC, via the OCIDA, on March 21, 2000, and NYSDEC Spill #9702173 was closed in 2004.

2.14.2 LUCs/ICs

The LUCs/ICs provided in the deed for Parcel F1 correspond with the SS025 ROD requirements. The ROD for SS025 was issued by the Air Force in June 2001 (AFBCA, June 2001b) and signed by the USEPA in September 2001. The ROD for SS025 states that:

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

The above described SS025 LUC/IC corresponds with the following restriction:

- Land use restriction – industrial/commercial/non-residential

Plate 1 presents the location of the site and illustrates that there are LUCs/ICs in place.

The Air Force requested the removal of the groundwater restrictions in March 2012. The restriction removal was accepted by the NYSDEC in an email dated June 6, 2012, and approved by the USEPA on February 12, 2013.

2.14.3 LUC/IC Site Inspection Results

The LUCs/ICs were confirmed by an on-site inspection conducted on October 25, 2018, and by the LUC/IC Confirmation Form signed by Frank Sanzone, Facilities Operation Manager, GLDC, on September 21, 2018. The on-site inspection and LUC/IC Confirmation Forms for SS025 are provided in **Exhibit 1** and **Appendix C** respectively.

2.15 SS033, Coal Storage Area

2.15.1 Site Description

SS033, is located across Ellsworth Road from the CHP (Parcels F-1, F6B-2, and F6B-3). Parcels F-1, F6B-2, and F6B-3 were transferred to the GLDC, via the OCIDA, on March 21, 2000; August 12, 2013; and August 12, 2013, respectively.

2.15.2 LUCs/ICs

The ROD for SS033 was issued by the Air Force in December 2011 (AFRPA, December 2011) and signed by the USEPA on February 10, 2012. In summary, the ROD states that:

"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 geotextile 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 geotextile fabric cover and covered with a minimum of 12-inches of clean soil."

The above described SS033 LUCs/ICs correspond with the following restrictions:

- Land use restriction – industrial/commercial/non-residential
- Groundwater consumption/intrusive work – prior approval
- Subsurface soil relocation restriction

Plate 1 presents the location of the site and illustrates that there are LUC/ICs in place.

2.15.3 LUC/IC Site Inspection Results

LUCs/ICs were confirmed by an on-site inspection conducted on October 18, 2018, and by the LUC/IC Confirmation Forms signed by Frank Laubmeier, Facilities Manager, Birnie Bus, Services, Inc., on October 24, 2018, and by Michael Davis, Vice President, Operations, GUSC on September 21, 2018. The on-site inspection and LUC/IC Confirmation Forms for SS033 are provided in **Exhibit 1** and **Appendix C** respectively.

2.16 SS044, Electrical Power Substation

2.16.1 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 F2A). Surface water discharges into Three Mile Creek. Parcels F2A (which is part of Parcel F2) and EPS were transferred to the GLDC, via the OCIDA, on July 31, 2000, and September 29, 2006, respectively.

2.16.2 LUCs/ICs

The LUCs/ICs are provided in the EPS ROD. The ROD for the EPS was issued by the Air Force in November 2004 (AFRPA, November 2004a) 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 such notifications received from the owner/operator as part of the monitoring reports."

The above described LUCs/ICs correspond with the following restrictions:

- Subsurface soil relocation restriction
- Land use restriction – Electrical power substation
- Groundwater consumption/intrusive work – prior approval
- Land use restriction – industrial/commercial/non-residential

Plate 1 presents the location of the site and illustrates that there are LUCs/ICs in place.

2.16.3 LUC/IC Site Inspection Results

The LUCs/ICs were confirmed by an on-site inspection conducted on October 18, 2018, and by the LUC/IC Confirmation Form signed by Michael Davis, Vice President, Operations, GUSC on September 21, 2018. The on-site inspection and LUC/IC Confirmation Forms for SS044 are provided in **Exhibit 1** and **Appendix C** respectively.

2.17 SS060 Building 35 Area of Concern

2.17.1 Site Description

SS060 Building 35 AOC is located in the central portion of Griffiss AFB near Rainbow Creek and was previously used as storage for scrap drums and transformers. Groundwater restrictions

were removed at this site with concurrence from the USEPA and NYSDEC in 2014. SS060 is located in Parcel F6B-5 which was transferred to the GLDC, via the OCIDA, on August 12, 2013.

2.17.2 LUCs/ICs

A ROD is not required for this site since it is addressed under the Resource Conservation and Recovery Act (RCRA). The LUCs/ICs for SS060, from the Draft Building 35 Closure Report (OHM Corporation, October 1999) and deed for Parcels F6B-1, F6B-2, F6B-3, F6B-4, and F6B-5 (AFRPA, August 2012), are presented below:

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

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

The above described SS060 LUCs/ICs correspond with the following restrictions:

- Land use restriction – industrial/commercial/non-residential
- Subsurface soil relocation restriction

Plate 1 presents the location of the site and illustrates that there are LUCs/ICs in place.

2.17.3 LUC/IC Site Inspection Results

The LUCs/ICs were confirmed by an on-site inspection conducted on October 18, 2018, and by the LUC/IC Confirmation Form signed by Frank Laubmeier, Facilities Manager, Birnie Bus, Services, Inc., on October 24, 2018. The on-site inspection and LUC/IC Confirmation Forms for SS060 are provided in **Exhibit 1** and **Appendix C** respectively.

2.18 ST006, Building 101 AOC

2.18.1 Site Description

ST006, Building 101 BADP, is located south of Apron 3, in the central portion of the former Base. The LUCs/ICs are within the boundary of Parcel F13. Parcel F13 was transferred to the GLDC, via the OCIDA on January 20, 2014. A SVI evaluation was conducted in 2013 followed by the installation of a soil vapor extraction (SVE) system. The SVE system has been in operation since October 2013.

2.18.2 LUCs/ICs

The following summarizes the LUCs/ICs provided in the ST006 Final ROD dated September 2012 (AFRPA, September 2012):

"Development and use of the entire Building 101 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, EPA, and NYSDEC."

"The owner/occupant of the property shall evaluate the potential for Soil Vapor Intrusion (SVI) if future construction is performed in the SVI restriction area."

The above described ST006 LUCs/ICs correspond with the following restrictions:

- Land use restriction – industrial/commercial/non-residential
- SVI evaluation prior to site construction

Plate 1 presents the location of the site and illustrates that there are LUCs/ICs in place.

2.18.3 LUC/IC Site Inspection Results

The LUCs/ICs were confirmed by an on-site inspection conducted on October 23, 2018, and by the LUC/IC Confirmation Form signed by Frank Sanzone, Facilities Operation Manager, GLDC, on September 21, 2018. The on-site inspection and LUC/IC Confirmation Forms for ST006 are provided in **Exhibit 1** and **Appendix C** respectively.

2.19 SD052-01-SVI, Apron 2 Chlorinated Plume Site (Buildings 785 and 786)

2.19.1 Site Description

SD052-01-SVI (Apron 2 Chlorinated Plume Site [Buildings 785 and 786]), is located on the southwestern corner of Apron 2 between Aprons 1 and 2. The LUCs/ICs are within the boundary of Parcel F6B-6. Parcel F6B-6 was transferred to the GLDC, via the OCIDA, on December 6, 2012. The SVI potential at these buildings is a result of contaminated groundwater associated with the Apron 2 Chlorinated Plume Site (SD052-01). The sub-slab vapor mitigation (SSVM) horizontal sub-slab depressurization system was installed at the SD052-01 Apron 2 Chlorinated Plume Site (Buildings 785 and 786) in winter and spring 2011.

2.19.2 LUCs/ICs

The following summarizes the LUCs/ICs for SD052-01-SVI provided in the Final SVI ROD dated September 2016 (AFCEC, September 2016):

"With respect to the potential for risks posed via indoor air contaminated by chemicals volatilizing from below the building slab (vapor intrusion), a grantee covenant will be included in the deed of any property within the SVI restriction area that will require either of the following: (a) mitigation of any unacceptable risk as that risk is determined under CERCLA and the NCP in a circumstance with (1) any construction of new buildings (which includes any expansion of the footprint of an existing building) (2) any change in the current use of existing buildings to a use that would increase the potential exposure of its users to vapor intrusion; or (b) an evaluation of the potential for unacceptable risk associated with vapor intrusion that must occur prior to any construction of new buildings or any change in the current use of existing buildings to a use that would increase the potential exposure of its users to vapor intrusion, and if an unacceptable risk under CERCLA and the NCP associated with vapor intrusion is posed, mitigation of the vapor intrusion shall be included in the design/construction of the structure prior to occupancy or implemented prior to the change in use. Any such mitigation or evaluations will be coordinated with the EPA and NYSDEC. This covenant will remain on the property until the property meets applicable criteria for acceptable risk for specified property use as such criteria and use are established in the applicable ROD, or until such time as it is agreed to by the Air Force, EPA, and NYSDEC."

"The slabs of Buildings 785 and 786 shall not be compromised without prior written approval of EPA, NYSDEC and the Air Force."

The above described SD052-01-SVI LUCs/ICs correspond with the following restrictions:

- Mitigation of any unacceptable risk prior to new construction or change in current use
- The slabs of Buildings 785 and 786 shall not be compromised without prior written approval of the USEPA, NYSDEC, and the Air Force

Plate 1 presents the location of the site and illustrates that there are LUCs/ICs in place.

2.19.3 LUC/IC Site Inspection Results

The LUCs/ICs were confirmed by an on-site inspection conducted on October 24, 2018, and by the LUC/IC Confirmation Form signed by Chad Lawrence, Deputy Commissioner, Department of Aviation, GIA on September 17, 2018. The on-site inspection and LUC/IC Confirmation Forms for SD052-01-SVI are provided in **Exhibit 1** and **Appendix C** respectively.

2.20 SD052-02-SVI, Building 775 Chlorinated Plume Site (Buildings 774 and 776)

2.20.1 Site Description

SD052-02-SVI (Building 775 Chlorinated Plume Site [Buildings 774 and 776]), is located between Phoenix Drive and Ready Road at the Former Griffiss AFB in Rome, New York. The LUCs/ICs are within the boundaries of Parcels F2C (which is part of Parcel F2) and F4B. Parcels F2C and F4B were transferred to the GLDC, via the OCIDA, on July 31, 2000, and August 21, 2001, respectively. The SVI potential at these buildings is a result of contaminated groundwater associated with SD052-02 Building 775 Site. The SSVM horizontal sub-slab depressurization system was installed at the SD052-02 Building 775 Chlorinated Plume Site (Buildings 785 and 786) in spring 2011.

2.20.2 LUCs/ICs

The following summarizes the LUCs/ICs for SD052-02-SVI provided in the Final SVI ROD dated September 2016 (AFCEC, September 2016):

"With respect to the potential for risks posed via indoor air contaminated by chemicals volatilizing from below the building slab (vapor intrusion), a grantee covenant will be included in the deed of any property within the SVI restriction area that will require either of the following: (a) mitigation of any unacceptable risk as that risk is determined under CERCLA and the NCP in a circumstance with (1) any construction of new buildings (which includes any expansion of the footprint of an existing building) (2) any change in the current use of existing buildings to a use that would increase the potential exposure of its users to vapor intrusion; or (b) an evaluation of the potential for unacceptable risk associated with vapor intrusion that must occur prior to any construction of new buildings or any change in the current use of existing buildings to a use that would increase the potential exposure of its users to vapor intrusion, and if an unacceptable risk under CERCLA and the NCP associated with vapor intrusion is posed, mitigation of the vapor intrusion shall be included in the design/construction of the structure prior to occupancy or implemented prior to the change in use. Any such mitigation or evaluations will be coordinated with the EPA and NYSDEC. This covenant will remain on the property until the property meets applicable criteria for acceptable risk for specified property use as such criteria and use are established in the applicable ROD, or until such time as it is agreed to by the Air Force, EPA, and NYSDEC."

"The slabs of Buildings 774 and 776 shall not be compromised without prior written approval of EPA, NYSDEC and the Air Force."

The above described SD052-02-SVI LUCs/ICs correspond with the following restrictions:

- Mitigation of any unacceptable risk prior to new construction or change in current use
- The slabs of Buildings 774 and 776 shall not be compromised without prior written approval of the USEPA, NYSDEC, and the Air Force.

Plate 1 presents the location of the site and illustrates that there are LUCs/ICs in place.

2.20.3 LUC/IC Site Inspection Results

The LUCs/ICs were confirmed by an on-site inspection conducted on October 22, 2018, and by the LUC/IC Confirmation Form signed by Frank Sanzone, Facilities Operation Manager, GLDC, on September 21, 2018. The on-site inspection and LUC/IC Confirmation Forms for SD052-02-SVI are provided in **Exhibit 1** and **Appendix C** respectively.

3 LUC/IC CONFIRMATION BY NON-CERCLA PETROLEUM SPILL SITE

The following summarizes the former Griffiss AFB LUC/IC sites associated with the Petroleum Spill Sites Program. The 2018 LUC/IC on-site inspection forms are provided in **Exhibit 1**.

3.1 SS054, Building 781

3.1.1 Site Description

The former Building 781 contained the former Pumphouse 1 (a 30-feet [ft] by 46-ft, one-story building), four 50,000-gallon underground storage tanks (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/IC area is located in Parcels F2D (which is part of Parcel F2), F4A, and F4B. All three parcels were transferred to the GLDC, via the OCIDA, on July 31, 2000; May 29, 2001; and August 21, 2001, respectively.

3.1.2 LUCs/ICs

The SS054 site does not require a ROD and is covered under the NYSDEC Petroleum Spills Program. LUCs/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."

LUCs/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."

LUCs/ICs at the SS054 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 above described SS054 LUCs/ICs correspond with the following restriction:

- Groundwater consumption and soil/groundwater intrusive work – prior approval

Plate 1 presents the location of the site and illustrates that there are LUCs/ICs in place.

3.1.3 LUC/IC Site Inspection Results

The LUC/IC was confirmed by an on-site inspection conducted on October 22, 2018, and by the LUC/IC Confirmation Form signed by Frank Sanzone, Facilities Operation Manager, GLDC, on September 21, 2018. The on-site inspection and LUC/IC Confirmation Forms for SS054 are provided in **Exhibit 1** and **Appendix C** respectively.

3.2 SS067, Building 789

3.2.1 Site Description

The former Building 789 was 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 was transferred to the GLDC, via the OCIDA, on May 29, 2001.

3.2.2 LUCs/ICs

The SS067 site does not require a ROD and is covered under the NYSDEC Petroleum Spills Program. The SS067 LUCs/ICs are 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."

The above described SS067 LUCs/ICs corresponds with the following restriction:

- Groundwater consumption and soil/groundwater intrusive work – prior approval

Plate 1 presents the location of the site and illustrates that there are LUCs/ICs in place.

3.2.3 LUC/IC Site Inspection Results

The LUC/IC was confirmed by an on-site inspection conducted on October 22, 2018, and by the LUC/IC Confirmation Form signed by Frank Sanzone, Facilities Operation Manager, GLDC, on September 21, 2018. The on-site inspection and LUC/IC Confirmation Forms for SS067 are provided in **Exhibit 1** and **Appendix C** respectively.

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4 DEED RESTRICTIONS BY PARCEL

The 2018 inspections also included parcel deed restriction inspections. The deed restrictions cover the entire parcel where a LUC/IC site is located. As previously discussed (Section 1.2), the Final SD052-SVI ROD (AFCEC, September 2016), was signed by the USEPA on September 30, 2016. In accordance with the Final SD052-SVI ROD, modifications to the applicable deeds for Sites SD052-01-SVI (Apron 2 Chlorinated Plume Site [Buildings 785 and 786]) and SD052-02-SVI (Building 775 Chlorinated Plume Site [Buildings 774 and 776]) are necessary to include the additional LUCs/ICs presented in the Final ROD. As per AFCEC electronic mail correspondence dated November 8, 2017 (AFCEC, November 2017), the additional LUC/IC restrictions have not been incorporated into the deed(s) for parcels F2C, F4B, and F6B-6 yet.

The deed restrictions for the following parcels are provided in **Appendix A**. The 2018 "Dig Safe" requests were reviewed. Since Bhate is a member of Dig Safely New York, these tickets are reviewed as they are submitted. Bhate 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. **Appendix D** contains all dig safely ticket correspondence from November 1, 2017, through October 31, 2018, and the parcel restriction inspection results are summarized below. A total of 55 Dig Safely New York dig permit requests were processed during the specified timeframe. Each dig permit was subsequently cleared with no issue or violation of the LUCs/ICs of affected Parcel(s).

4.1 Parcel A2

4.1.1 Site Description

Parcel A2 is located in the southern portion of the former Griffiss AFB (**Plate 1**). This parcel is associated with county airport activities near Aprons 1 and 2. LUC/IC sites located on or adjacent to the parcel include the SD052-01 Apron 2 Chlorinated Plume Site. There are remedial activities associated with this property.

4.1.2 Deed Restriction

The Parcel A2 deed restrictions, provided in **Appendix A**, correspond with the following:

- Groundwater consumption – prior approval
- Land use restriction – industrial/commercial/non-residential
- Adverse aquifer use prohibited
- Soil/groundwater intrusive work – prior approval
- SVI evaluation prior to site construction or SVI mitigation with new site construction

- Land use restriction – protect remedial operations

4.1.3 Deed Restriction Inspection Results

A dig request was submitted for this parcel. The request did not violate any environmental restrictions at this parcel. Additionally, the site inspection showed that there were no violations of deed restrictions at this parcel. All monitoring wells at the parcel are in good condition.

4.2 Parcel A4

4.2.1 Site Description

Parcel A4 is located in the northeastern portion of the former Griffiss AFB (**Plate 1**). This parcel is associated with county airport activities and open space. LUC/IC sites located on or adjacent to the parcel include SD062 (SS062) AOC 9. There are remedial activities associated with this property.

4.2.2 Deed Restriction

The Parcel A4 deed restrictions are provided in **Appendix A**. These deed restrictions correspond with:

- Groundwater consumption – prior approval
- Land use restriction – industrial/ commercial/ non-residential
- Soil/groundwater intrusive work – prior approval
- SVI evaluation prior to site construction or SVI mitigation with new site construction
- Land use restriction – protect remedial operations
- No occupancy restriction for Buildings 912 and 913 prior to SVI evaluation

4.2.3 Deed Restriction Inspection Results

The site inspection showed that there were no violations of deed restrictions at this parcel. All monitoring wells at the parcel are in good condition.

4.3 Parcel A5

4.3.1 Site Description

Parcel A5 is located in the northeastern portion of the former Griffiss AFB (**Plate 1**). This parcel is associated with county airport activities and open space. LUC/IC sites located on or adjacent to the parcel include the SD052-05 Building 817 Chlorinated Plume Site. There are remedial activities associated with this property.

4.3.2 Deed Restriction

The Parcel A5 deed restrictions are provided in **Appendix A**. These deed restrictions correspond with:

- Groundwater consumption – prior approval
- Land use restriction – industrial/ commercial/non-residential
- Soil/groundwater intrusive work – prior approval
- SVI evaluation prior to site construction or SVI mitigation with new site construction
- Land use restriction – protect remedial operations

4.3.3 Deed Restriction Inspection Results

The site inspection showed that there were no violations of deed restrictions at this parcel. All monitoring wells at the parcel are in good condition.

4.4 Parcel A6

4.4.1 Site Description

Parcel A6 is located in the northeastern portion of the former Griffiss AFB (**Plate 1**). This parcel is associated with county airport activities and open space. LUC/IC sites located on or adjacent to the parcel include LF002 Landfill 2/3 AOC and LF003 Landfill 7 AOC. There are no remedial activities associated with this property. Long-term monitoring (LTM) is ongoing at both landfills located within the parcel. All monitoring wells at the parcel are in good condition, except MW-27 and MW-30. The 2-inch stainless steel casings extend above the outer casings and prevent closure of the lid.

4.4.2 Deed Restriction

The Parcel A6 deed restrictions are provided in **Appendix A**. These deed restrictions correspond with:

- Groundwater consumption – prior approval
- Land use restrictions - protect remedial operations
- Land use restrictions – protect integrity of soil cover
- Adverse aquifer use prohibited
- Protect closure/post-closure activities
- Landfill fencing/signage

4.4.3 Deed Restriction Inspection Results

The site inspection showed that there were no violations of deed restrictions at this parcel. All monitoring wells at the parcel are in good condition.

4.5 Parcel Central Heating Plant

4.5.1 Site Description

Parcel CHP is located in the south-central portion of the former Griffiss AFB (**Plate 1**). This parcel is associated with commercial activities. LUC/IC sites located on or adjacent to the parcel include AOI66, SS017 Lot 69 Hazardous Waste Storage Area, SS033 Coal Yard Storage Area Operable Unit, and SS060 Building 35 AOC. There are no remedial activities associated with this parcel.

4.5.2 Deed Restriction

The Parcel CHP deed restrictions are provided in **Appendix A**. These deed restrictions correspond with:

- Land use restriction – industrial/commercial/non-residential
- Subsurface soil relocation restriction
- Groundwater consumption/intrusive work prior approval

4.5.3 Deed Restriction Inspection Results

The site inspection showed that there were no violations of deed restrictions at this parcel. All monitoring wells at the parcel are in good condition.

4.6 Parcel Electrical Power Substation

4.6.1 Site Description

Parcel EPS is located in the south-central portion of the former Griffiss AFB (**Plate 1**). This parcel is associated with industrial activities. LUC/IC sites located on or adjacent to the parcel include SS044 Electrical Power Substation. There are no remedial activities associated with this parcel.

4.6.2 Deed Restriction

The Parcel EPS deed restrictions are provided in **Appendix A**. These deed restrictions correspond with:

- Groundwater consumption/intrusive work – prior approval
- Subsurface soil relocation restriction
- Land use restriction – industrial/commercial/non-residential
- Land use restriction – electrical power substation

4.6.3 Deed Restriction Inspection Results

The site inspection showed that there were no violations of deed restrictions at this parcel.

4.7 Parcel F1

4.7.1 Site Description

Parcel F1 is located in the central portion of the former Griffiss AFB (**Plate 1**). This parcel is associated with commercial activities. LUC/IC sites located on or adjacent to the parcel include SS025 T-9 Storage Area, SS017 Lot 69 AOC, SS060 Building 35 AOC, SS033 Coal Storage Yard Area Operable Unit, and AOI66.

4.7.2 Deed Restriction

The Parcel F1 deed restrictions are provided in **Appendix A**. These deed restrictions correspond with:

- Subsurface soil relocation restriction
- Groundwater consumption/intrusive work – prior approval
- Land use restriction – industrial/commercial/non-residential

4.7.3 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.

4.8 Parcel F2

4.8.1 Site Description

Parcel F2 is located in the central portion of the former Griffiss AFB (**Plate 1**) and includes Parcels F2A, F2B, F2C, and F2D. This parcel is associated with commercial activities. LUC/IC sites located on or adjacent to the parcel include SS044 Electrical Power Substation, SD052-02 Building 775 Chlorinated Plume Site, SD052-02-SVI Building 775 Chlorinated Plume Site (Buildings 774 and 776), and SS054 Building 781. LTM activities are ongoing with this parcel.

4.8.2 Deed Restriction

The Parcel F2 deed restrictions are provided in **Appendix A**. These deed restrictions correspond with:

- Land use restriction – industrial/commercial/non-residential
- Groundwater consumption – prior approval
- Soil/groundwater intrusive work – prior approval
- Subsurface soil relocation restriction
- Land use restriction – protect remedial operations
- Land use restriction - Electrical Power Substation

4.8.3 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 and all monitoring wells were in good condition.

4.9 Parcel F3A

4.9.1 Site Description

Parcel F3A is located in the central portion of the former Griffiss AFB (**Plate 1**). This parcel is associated with commercial activities. LUC/IC sites located on or adjacent to the parcel include DP022 Building 222 BADP AOC.

4.9.2 Deed Restriction

The Parcel F3A deed restrictions are provided in **Appendix A**. These deed restrictions correspond with:

- Land use restriction – industrial/commercial/non-residential

4.9.3 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.

4.10 Parcel F3P/F13

4.10.1 Site Description

Parcel F3P/F13 is located in the central portion of the former Griffiss AFB (**Plate 1**). This parcel is associated with commercial/industrial activities. ST006 Building 101 AOC is the only LUC/IC site located within the parcel.

4.10.2 Deed Restriction

The Parcel F3P/F13 deed restrictions are provided in **Appendix A**. These deed restrictions correspond with:

- Land use restriction – industrial/commercial/non-residential
- SVI evaluation prior to site construction

4.10.3 Deed Restriction Inspection Results

The site inspection showed that there were no violations of deed restrictions at this parcel.

4.11 Parcel F4A/F12A

4.11.1 Site Description

Parcel F4A/F12A is located in the southern to central portion of the former Griffiss AFB (**Plate 1**). This parcel is associated with commercial activities. LUC/IC sites located on or adjacent to the parcel include SS067 Building 789, SD052-01 Apron 2 Chlorinated Plume Site, and SS054 Building 781. Remedial activities and LTM are ongoing within this property.

4.11.2 Deed Restriction

The Parcel F4A/F12A deed restrictions are provided in **Appendix A**. These deed restrictions correspond with:

- Soil/groundwater intrusive work – prior approval
- Groundwater consumption – prior approval
- Adverse aquifer use prohibited
- Land use restriction – industrial/ commercial/non-residential
- Land use restriction – protect remedial operations
- SVI evaluation prior to site construction or SVI mitigation with new site construction

4.11.3 Deed Restriction Inspection Results

A dig request was submitted for this parcel. The request did not violate environmental restrictions at this parcel. Additionally, the site inspection showed that there were no violations of deed restrictions at this parcel. All monitoring wells at the site are in good condition.

4.12 Parcel F4B

4.12.1 Site Description

Parcel F4B is located in the central portion of the former Griffiss AFB (**Plate 1**). This parcel is associated with commercial activities. LUC/IC sites located on or adjacent to the parcel include SS054 Building 781, SD052-02 Building 775 Chlorinated Plume Site, and SD052-02-SVI Building 775 Chlorinated Plume Site (Buildings 774 and 776).

4.12.2 Deed Restriction

The Parcel F4B deed restrictions are provided in **Appendix A**. These deed restrictions correspond with:

- Soil/groundwater intrusive work – prior approval
- Land use restriction –commercial/industrial/non-residential
- Groundwater consumption – prior approval
- Land use restriction – protect remedial operations

4.12.3 Deed Restriction Inspection Results

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. All monitoring wells at the parcel are in good condition.

4.13 Parcel F5

4.13.1 Site Description

Parcel F5 is located in the central portion of the former Griffiss AFB (**Plate 1**). LUC/IC sites located on or adjacent to the parcel include SS008 Building 112 and ST006 Building 101 AOC.

4.13.2 Deed Restriction

The Parcel F5 deed restrictions are provided in **Appendix A**. These deed restrictions correspond with:

- Land use restriction – industrial/commercial/non-residential
- Groundwater consumption/intrusive work – prior approval
- Subsurface soil relocation restriction
- SVI evaluation prior to site construction

4.13.3 Deed Restriction Inspection Results

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.

4.14 Parcel F6B

4.14.1 Site Description

Parcel F6B is divided into nine parcels, which include parcels F6B-1, F6B-1a, F6B-1b, F6B-2, F6B-3, F6B-4, F6B-5, F6B-6, and F6B-7. These parcels are associated with industrial and commercial activities. Parcels F6B-1, F6B-1a, or F6B-1b are located in the central portion of the base near Hangar Road as illustrated on **Plate 1**. There are no LUC/IC sites or remedial activities associated with these parcels.

Parcels F6B-2, F6B-3, F6B-4, and F6B-5 are located in the central portion of the base near Ellsworth Road as illustrated on **Plate 1**. The LUC/IC sites associated with these parcels include SS033 Coal Storage Yard Area Operable Unit (F6B-2 and F6B-3), AOI66 (F6B-3), SS017 Lot 69 (F6B-4), and SS060 Building 35 AOC (F6B-5). LUC/IC Site SS025 T-9 Site is located adjacent to Parcel F6B-2.

Parcels F6B-6 and F6B-7 are located in the southern portion of the base near Apron 1 and 2 as illustrated on **Plate 1**. Parcels F6B-6 and F6B-7 are associated with LUC/IC sites SD052-01 Apron 2 Chlorinated Plume Site, SD052-01-SVI Apron 2 Chlorinated Plume Site (Buildings 785 and 786), and SD052-02 Building 775 Chlorinated Plume Site respectively.

4.14.2 Deed Restriction

The Parcel F6B deed restrictions are provided in **Appendix A**. These deed restrictions correspond with:

- Land use restriction – industrial/commercial/non-residential
- Adverse aquifer use prohibited
- Groundwater consumption – prior approval
- Soil/groundwater intrusive work – prior approval
- Subsurface soil relocation restriction
- SVI evaluation prior to site construction or SVI mitigation with new site construction
- Land use restriction – protect remedial operations

4.14.3 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 and all monitoring wells were in good condition.

4.15 Parcel F10B

4.15.1 Site Description

Parcel F10B is located in the northern portion of the former Griffiss AFB (**Plate 1**). This parcel consists of the mostly vacant WSA and commercial activities. SD062 (SS062) AOC-9 is the only LUC/IC site located within this parcel.

4.15.2 Deed Restriction

The Parcel F10B deed restrictions are provided in **Appendix A**. These deed restrictions correspond with:

- Land use restriction – industrial/commercial/non-residential
- Land use restriction – protect remedial operations
- Soil/groundwater intrusive work – prior approval
- Groundwater consumption – prior approval
- SVI evaluation prior to site construction
- No occupancy restriction for Buildings 912 and 913 prior to SVI evaluation

4.15.3 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.

4.16 Parcel F10C

4.16.1 Site Description

Parcel F10C is located in the northeastern portion of the former Griffiss AFB (**Plate 1**). This parcel is associated with county airport activities and open space. LUC/IC sites located on or adjacent to the parcel include LF001 Landfill 1 AOC, SD062 (SS062) AOC 9, and SD052-05 Building 817 Chlorinated Plume Site. Remedial activities and LTM are ongoing within this property.

4.16.2 Deed Restriction

The Parcel F10C deed restrictions are provided in **Appendix A**. These deed restrictions correspond with:

- Land use restriction – industrial/commercial/non-residential
- Adverse aquifer use prohibited
- Protect closure/post-closure activities
- Landfill fencing signage
- Groundwater consumption – prior approval
- Soil/groundwater intrusive work – prior approval
- Protect integrity of soil cover
- SVI evaluation prior to site construction or SVI mitigation with new site construction
- Land use restriction – protect remedial operations

4.16.3 Deed Restriction Inspection Results

Two 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. In addition, all monitoring wells were in good condition.

4.17 Parcel F11B

4.17.1 Site Description

Parcel F11B is vacant open space located in the southern portion of the former Griffiss AFB (**Plate 1**). LUC/IC sites located on or adjacent to the parcel include the LF009 Landfill 6 AOC, SD052-02 Building 775 Chlorinated Plume Site, and LF007 Landfill 5 AOC. LTM is ongoing within this parcel.

4.17.2 Deed Restriction

The Parcel F11B deed restrictions are provided in **Appendix A**. These deed restrictions correspond with:

- Land use restriction – protect remedial operations
- Land use restriction – industrial/commercial/non-residential
- Protect closure/post-closure activities
- Landfill fencing signage
- SVI evaluation prior to site construction or SVI mitigation with new site construction
- Groundwater consumption – prior approval

- Adverse aquifer use prohibited
- Soil/groundwater intrusive work – prior approval
- Protect integrity of soil cover

4.17.3 Deed Restriction Inspection Results

One dig request was submitted for this parcel. The request did not violate environmental restrictions at this parcel. Additionally, the site inspection showed that there were no violations of deed restrictions and all monitoring wells were in good condition.

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5 RECOMMENDATIONS

LUC/IC confirmation and deed restriction inspections will continue annually through on-site inspections and interviews. LUC/IC confirmation and deed restriction inspections will verify that the implemented remedies and restrictions are protective of human health and the environment. The deeds for parcels F2C, F4B, and F6B-6 need to be modified with the new LUC/IC restrictions presented in the Final SD052-SVI ROD for sites SD052-01-SVI and SD052-02-SVI.

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6 REFERENCES

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FIGURES

Former Griffiss AFB Site Map

Figure 1

2018 Land Use Controls / Institutional Controls Site Inspection Report
Former Griffiss AFB, Rome, New York

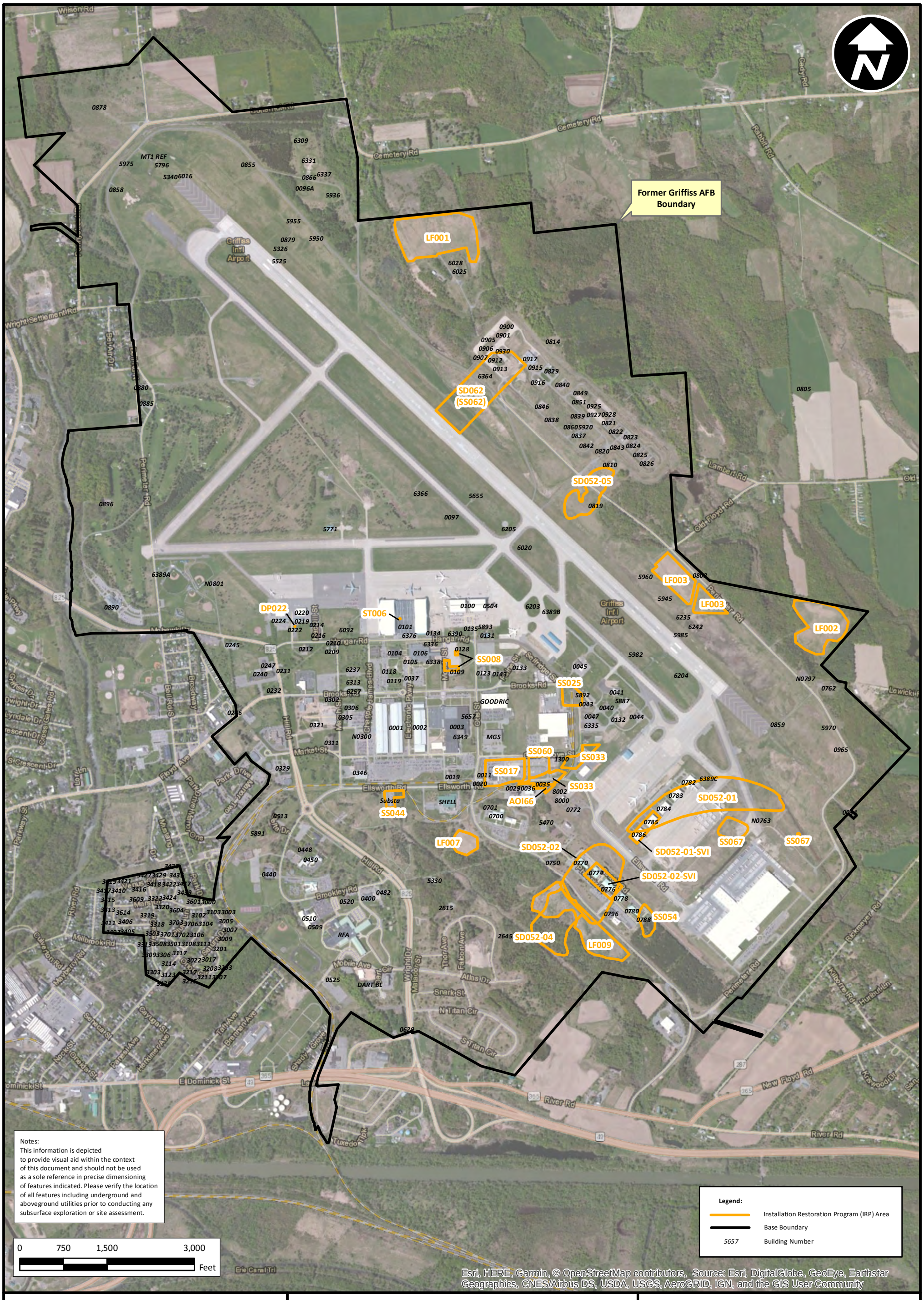
PROJECT NO: AFCGSA3.0012.00AA

DATE: 11/19/2018

SCALE: As Shown

DRAWN BY: MRM

bhate



bhate

2018 Land Use Controls / Institutional Controls Site Inspection Report
Former Griffiss AFB, Rome, New York

PROJECT NO:	SCALE:	DATE:	DRAWN BY:
AFCGSA3. 0012.00AA	As Shown	11/19/2018	MRM

Former Griffiss AFB
Installation Restoration Program (IRP) Locations

Figure 2

EXHIBIT 1

Former Griffiss Air Force Base LUC/IC

SITE:

AOI-66 Steam Plant ADPO Storage Yard

On-Site Inspection Completed by:

Stan Haskins (Bhate)

Date(s) of On-Site Inspection

10/25/18

Site Conditions:

Grassy open space and roadway in the vicinity of Steam Plant. Appears in good condition.

LUC/IC 1

Subsurface Soil Relocation Restriction

Valid/Not Valid

Valid

LUC/IC 2

Land-use Restriction-Industrial/ Commercial/Non-Residential

Valid/Not Valid

Valid

LUC/IC 3

Groundwater Consumption/Intrusive Work - Prior Approval

Valid/Not Valid

Valid

Owner/Occupant Confirmation

Michael P. Davis II, PE, GUSC

Date

09/21/2018

Valid/Not Valid

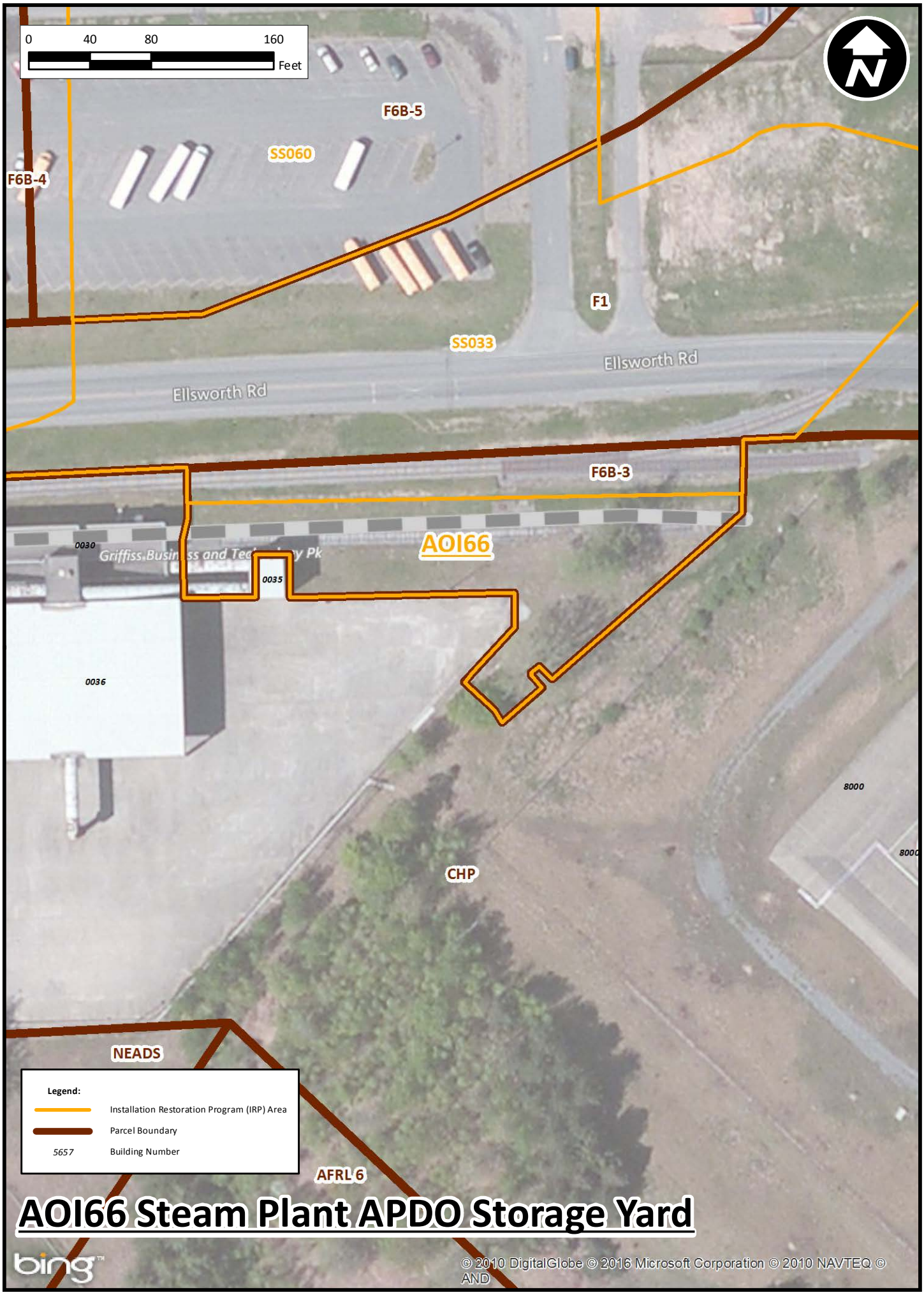
Valid

Comments/Notes:

Confirmation request dated 9/12/18



AOI66 – Steam Plant ADPO Storage Yard



AOI66 Steam Plant APDO Storage Yard

Former Griffiss Air Force Base LUC/IC

SITE:

DP022 Building 222

On-Site Inspection Completed by:

Stan Haskins (Bhate)

Date(s) of On-Site Inspection

10/25/18

Site Conditions:

Located within occupied office building, adjacent to vacant grassy area.

LUC/IC 1

Land-use Restriction-Industrial/ Commercial/Non-Residential

Valid/Not Valid

Valid

LUC/IC 2

Valid/Not Valid

LUC/IC 3

Valid/Not Valid

Owner/Occupant Confirmation

Robert Angelicola, Roberts Office Interiors

Date

09/19/2018

Valid/Not Valid

Valid

Comments/Notes:

Confirmation request dated 9/12/18



DP022 – Building 222 (Rear)



DP022 - Building 222 (front)



DP022 Building 222 BADP AOC

Former Griffiss Air Force Base LUC/IC

SITE:

LF001 Landfill 1 AOC

On-Site Inspection Completed by:	Date(s) of On-Site Inspection
Stan Haskins (Bhate)	10/20/18

Site Conditions:

Site is an open grassy area adjacent to firing range. Monitoring wells, gas monitoring points, vents, and signage appear in good condition.

LUC/IC 1	Valid/Not Valid
Adverse Aquifer Use Prohibited	Valid

LUC/IC 2	Valid/Not Valid
Groundwater Consumption / Intrusive Work - Prior Approval	Valid

LUC/IC 3	Valid/Not Valid
Protect Closure/ Post Closure Activities	Valid

Owner/Occupant Confirmation	Date	Valid/Not Valid
Chad Lawrence, GIA	09/17/2018	Valid

Comments/Notes:

Confirmation request dated 9/12/18.

Former Griffiss Air Force Base LUC/IC

SITE:

LF001 Landfill 1 AOC

On-Site Inspection Completed by:

Stan Haskins(Bhate)

Date(s) of On-Site Inspection

10/20/18

Site Conditions:

Site is an open grassy area adjacent to firing range. Monitoring wells, gas monitoring points, vents, and signage appear in good condition.

LUC/IC 4

Land-use Restrictions-Protect Remedial Operations

Valid/Not Valid

Valid

LUC/IC 5

Protect Integrity of the Soil Cover

Valid/Not Valid

Valid

LUC/IC 6

Landfill Fencing/Signage

Valid/Not Valid

Valid

Owner/Occupant Confirmation

Chad Lawrence, GIA

Date

09/17/2018

Valid/Not Valid

Valid

Comments/Notes:

Confirmation request dated 9/12/18.



LF001 Landfill 1 AOC – Facing east to Firing Range



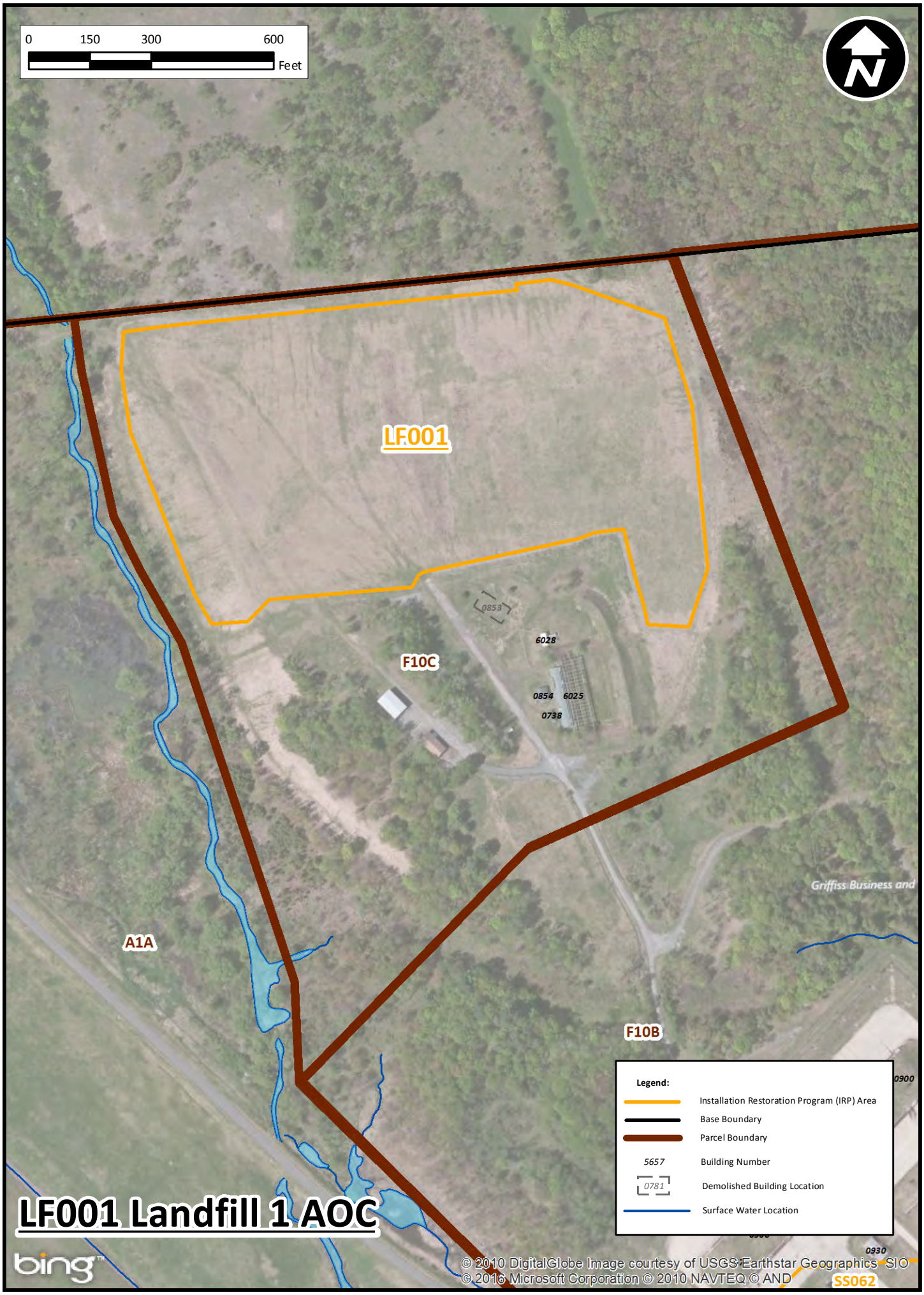
LF001 Landfill 1 AOC – Facing North



LF001 Landfill 1 AOC - RIP RAP Outfall
west side of landfill



LF001 LAndfill 1 AOC - Vent 7 Looking ESE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F10C
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Griffiss Business and
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Installation Restoration Program (IRP) Area
Base Boundary
Parcel Boundary
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Building Number
0781
Demolished Building Location
Surface Water Location
LF001 Landfill 1 AOC
bing
© 2010 DigitalGlobe Image courtesy of USGS Earthstar Geographics SIO
© 2016 Microsoft Corporation © 2010 NAVTEQ © AND
SS062

Former Griffiss Air Force Base LUC/IC

SITE:

LF002 Landfill 2/3 AOC

On-Site Inspection Completed by:	Date(s) of On-Site Inspection
Stan Haskins (Bhate)	10/20/18

Site Conditions:

Site is a grassy open space. Monitoring wells, gas monitoring points, signage, vents, and soil cover appear in good condition.

LUC/IC 1	Valid/Not Valid
Adverse Aquifer Use Prohibited	Valid

LUC/IC 2	Valid/Not Valid
Groundwater Consumption / Intrusive Work - Prior Approval	Valid

LUC/IC 3	Valid/Not Valid
Protect Closure/ Post Closure Activities	Valid

Owner/Occupant Confirmation	Date	Valid/Not Valid
Chad Lawrence, GIA	09/17/2018	Valid

Comments/Notes:

Confirmation request dated 9/12/18.

Former Griffiss Air Force Base LUC/IC

SITE:

LF002 Landfill 2/3 AOC

On-Site Inspection Completed by:	Date(s) of On-Site Inspection
Stan Haskins (Bhate)	10/20/18

Site Conditions:

Site is a grassy open space. Monitoring wells, gas monitoring points, signage, vents, and soil cover appear in good condition.

LUC/IC 4	Valid/Not Valid
Land-use Restrictions-Protect Remedial Operations	Valid

LUC/IC 5	Valid/Not Valid
Protect Integrity of the Soil Cover	Valid

LUC/IC 6	Valid/Not Valid
Landfill Fencing/Signage	Valid

Owner/Occupant Confirmation	Date	Valid/Not Valid
Chad Lawrence, GIA	09/17/2018	Valid

Comments/Notes:

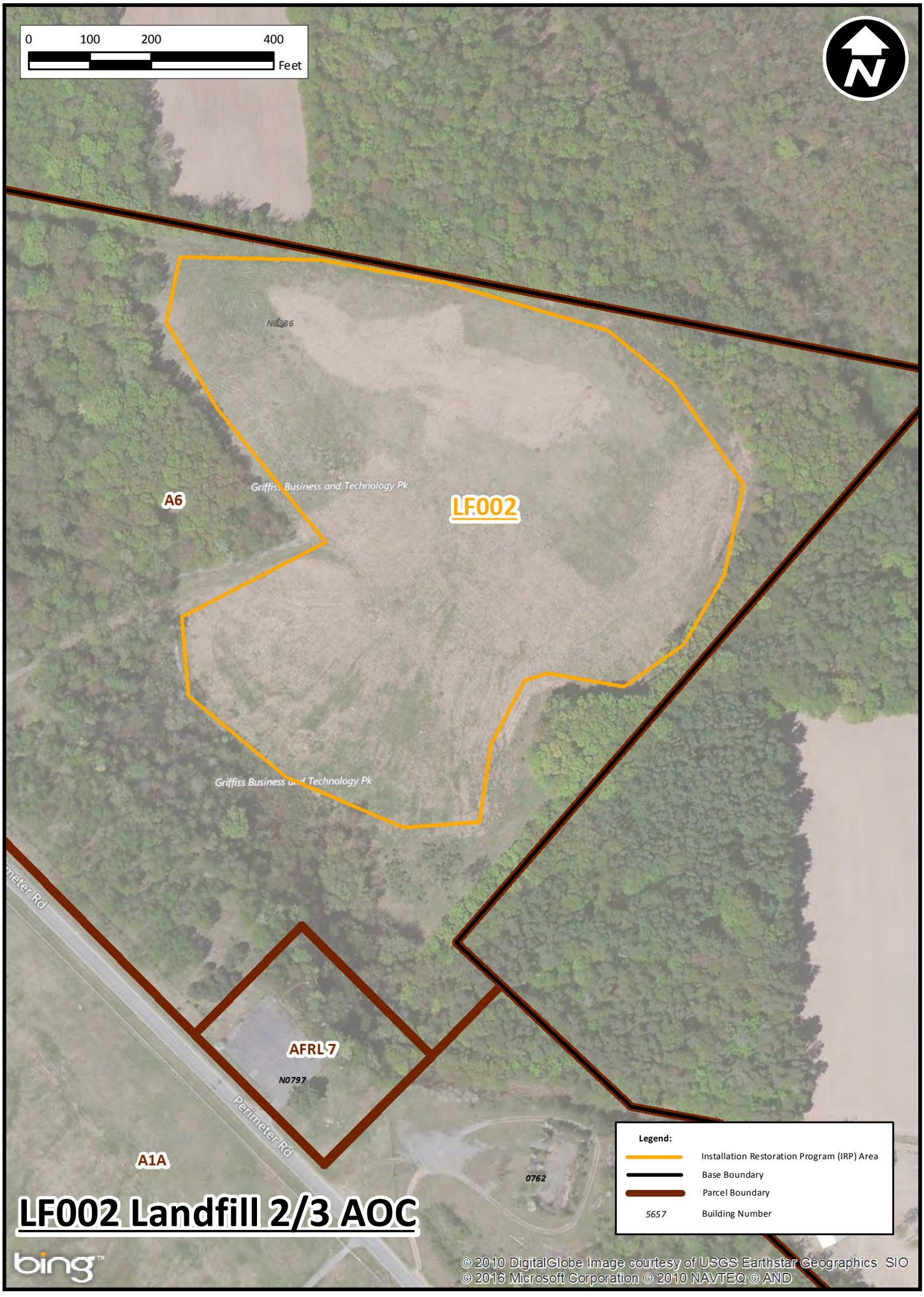
Confirmation request dated 9/12/18.



LF002 Landfill 2/3 AOC



LF002 Landfill 2/3 AOC - Vent 9 looking NNE



LF002 Landfill 2/3 AOC

Former Griffiss Air Force Base LUC/IC

SITE:

LF003 Landfill 7 AOC

On-Site Inspection Completed by:

Stan Haskins (Bhate)

Date(s) of On-Site Inspection

10/23/18

Site Conditions:

Site is a grassy open space on northern side of airfield, inside of fence. Monitoring wells and cover appear in good condition, except MW 27 and MW-30. The 2" stainless steel casings extend above the outer casings and prevent closure of lid.

LUC/IC 1

Adverse Aquifer Use Prohibited

Valid/Not Valid

Valid

LUC/IC 2

Groundwater Consumption / Intrusive Work - Prior Approval

Valid/Not Valid

Valid

LUC/IC 3

Protect Closure/ Post Closure Activities

Valid/Not Valid

Valid

Owner/Occupant Confirmation

Chad Lawrence, GIA

Date

09/17/2018

Valid/Not Valid

Valid

Comments/Notes:

Confirmation request dated 9/12/18.

Former Griffiss Air Force Base LUC/IC

SITE:

LF003 Landfill 7 AOC

On-Site Inspection Completed by:

Stan Haskins (Bhate)

Date(s) of On-Site Inspection

10/23/18

Site Conditions:

Site is a grassy open space on northern side of airfield, inside of fence. Monitoring wells and cover appear in good condition, except MW 27 and MW-30. The 2" stainless steel casings extend above the outer casings and prevent closure of lid.

LUC/IC	Valid/Not Valid
4 Land-use Restrictions-Protect Remedial Operations	Valid
5 Protect Integrity of the Soil Cover	Valid
6 Landfill Fencing/Signage	Valid

Owner/Occupant Confirmation	Date	Valid/Not Valid
Chad Lawrence, GIA	09/17/2018	Valid

Comments/Notes:

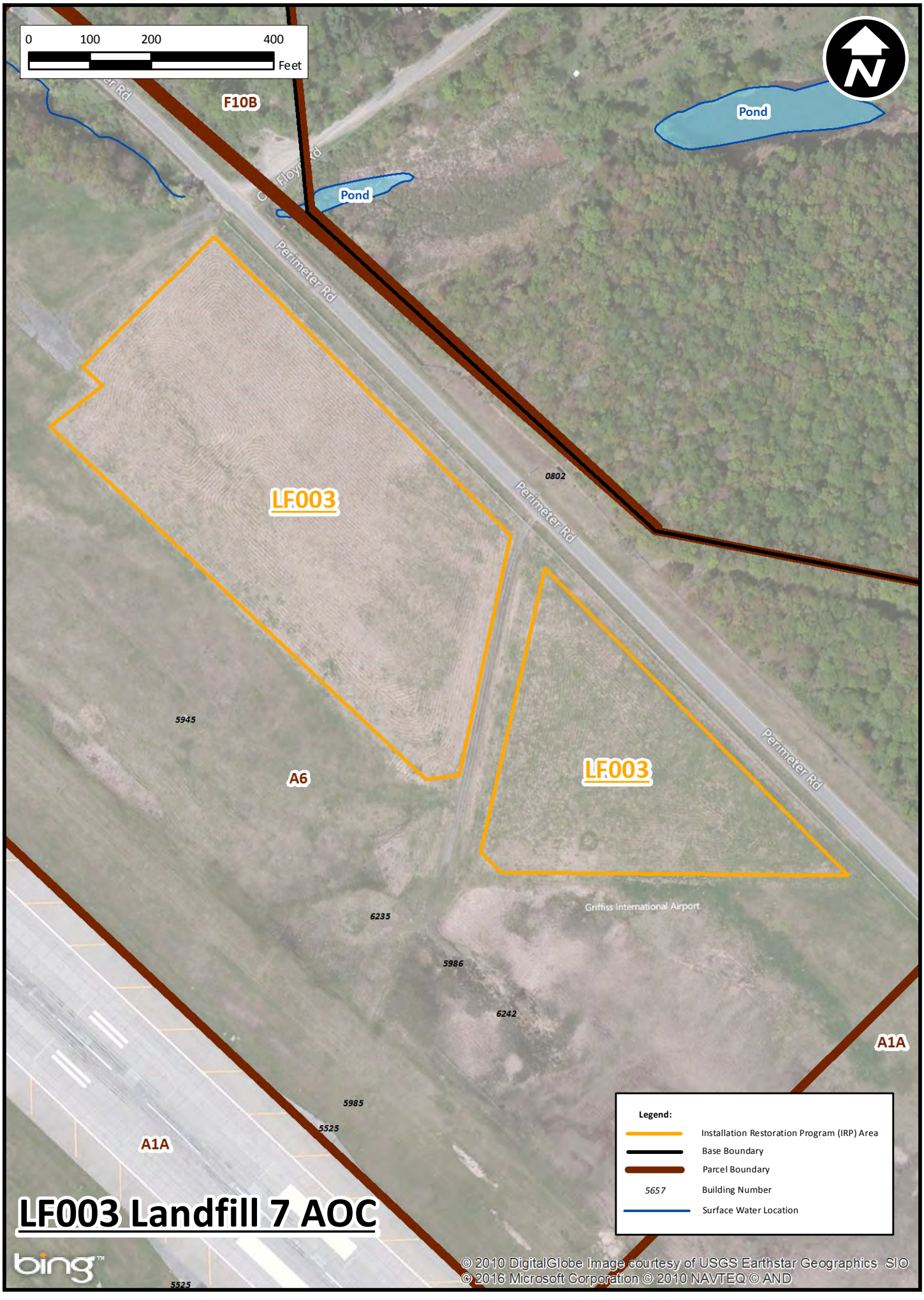
Confirmation request dated 9/12/18.



LF003 Landfill 7 AOC



LF003 Landfill 7 AOC - LF7MW-27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Griffiss International Airport
Legend:
Installation Restoration Program (IRP) Area
Base Boundary
Parcel Boundary
5657 Building Number
Surface Water Location
LF003 Landfill 7 AOC
bing
© 2010 DigitalGlobe Image courtesy of USGS Earthstar Geographics SIO
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Former Griffiss Air Force Base LUC/IC

SITE:

LF007 Landfill 5 AOC

On-Site Inspection Completed by:	Date(s) of On-Site Inspection
Stan Haskins (Bhate)	10/23/18

Site Conditions:

Site is a grassy open space. Monitoring wells and gas monitoring points all appear in good condition.

LUC/IC 1	Valid/Not Valid
Adverse Aquifer Use Prohibited	Valid

LUC/IC 2	Valid/Not Valid
Groundwater Consumption / Intrusive Work - Prior Approval	Valid

LUC/IC 3	Valid/Not Valid
Protect Closure/ Post Closure Activities	Valid

Owner/Occupant Confirmation	Date	Valid/Not Valid
Frank Sanzone, GLDC	09/21/2018	Valid

Comments/Notes:

Confirmation request dated 9/12/18.

Former Griffiss Air Force Base LUC/IC

SITE:

LF007 Landfill 5 AOC

On-Site Inspection Completed by:

Stan Haskins (Bhate)

Date(s) of On-Site Inspection

10/23/18

Site Conditions:

Site is a grassy open space. Monitoring wells, and gas monitoring points all appear in good condition.

LUC/IC 4

Land-use Restrictions-Protect Remedial Operations

Valid/Not Valid

Valid

LUC/IC 5

Protect Integrity of the Soil Cover

Valid/Not Valid

Valid

LUC/IC 6

Landfill Fencing/Signage

Valid/Not Valid

Valid

Owner/Occupant Confirmation

Frank Sanzone, GLDC

Date

09/21/2018

Valid/Not Valid

Valid

Comments/Notes:

Confirmation request dated 9/12/18.



LF007 Landfill 5 AOC



LF007 Landfill 5 AOC - South edge looking N



LF007 Landfill 5 AOC - Center of Landfill looking NE



LF007 Landfill 5 AOC

Former Griffiss Air Force Base LUC/IC

SITE:

LF009 Landfill 6 AOC and SD052-04 Landfill 6

On-Site Inspection Completed by:

Stan Haskins (Bhate)

Date(s) of On-Site Inspection

10/19/18

Site Conditions:

Site is a grassy open space. Monitoring wells, Gas Monitoring Points, vents, and cover system appear in good condition. One crooked sign on NW side.

LUC/IC 1

Adverse Aquifer Use Prohibited

Valid/Not Valid

Valid

LUC/IC 2

Groundwater Consumption/Intrusive Work - Prior Approval

Valid/Not Valid

Valid

LUC/IC 3

Protect Closure/Post Closure Activities

Valid/Not Valid

Valid

Owner/Occupant Confirmation

Frank Sanzone, GLDC

Date

09/21/2018

Valid/Not Valid

Valid

Comments/Notes:

Confirmation request dated 9/12/18.

Former Griffiss Air Force Base LUC/IC

SITE:

LF009 Landfill 6 AOC and SD052-04 Landfill 6

On-Site Inspection Completed by:

Stan Haskins (Bhate)

Date(s) of On-Site Inspection

10/19/18

Site Conditions:

Site is a grassy open space. Monitoring wells, Gas Monitoring Points, vents, and cover system appear in good condition. One crooked sign on NW side.

LUC/IC 4

Land-Use Restrictions - Protect Remedial Measures

Valid/Not Valid

Valid

LUC/IC 5

Protect Integrity of Soil Cover

Valid/Not Valid

Valid

LUC/IC 6

Landfill Fencing/Signage

Valid/Not Valid

Valid

Owner/Occupant Confirmation

Frank Sanzone, GLDC

Date

09/21/2018

Valid/Not Valid

Valid

Comments/Notes:

Confirmation request dated 9/12/18.

Former Griffiss Air Force Base LUC/IC

SITE:

LF009 Landfill 6 AOC and SD052-04 Landfill 6

On-Site Inspection Completed by:	Date(s) of On-Site Inspection
Stan Haskins (Bhate)	10/19/18

Site Conditions:

Site is a grassy open space. Monitoring wells, Gas Monitoring Points, vents, and cover system appear in good condition. One crooked sign on NW side.

LUC/IC 7	Valid/Not Valid
(SD052) Land-use Restriction - Industrial/Commercial/Non-Residential	Valid

LUC/IC 8	Valid/Not Valid
(SD052) Groundwater Consumption/Intrusive Work - Prior Approval	Valid

LUC/IC 9	Valid/Not Valid
(SD052)Land-Use Restriction - Protect Remedial Operations	Valid

Owner/Occupant Confirmation	Date	Valid/Not Valid
Frank Sanzone, GLDC	09/21/2018	Valid

Comments/Notes:

Confirmation request dated 9/12/18.

Former Griffiss Air Force Base LUC/IC

SITE:

LF009 Landfill 6 AOC and SD052-04 Landfill 6

On-Site Inspection Completed by:

Stan Haskins (Bhate)

Date(s) of On-Site Inspection

10/19/18

Site Conditions:

Site is a grassy open space. Monitoring wells, Gas Monitoring Points, vents, and cover system appear in good condition. One crooked sign on NW side.

LUC/IC 10

(SD052) Soil/Groundwater Intrusive Work - Prior Approval

Valid/Not Valid

Valid

LUC/IC 11

(SD052) SVI Evaluation prior to new construction or SVI mitigation with new construction

Valid/Not Valid

Valid

LUC/IC 12

Valid/Not Valid

Owner/Occupant Confirmation

Frank Sanzone, GLDC

Date

09/21/2018

Valid/Not Valid

Valid

Comments/Notes:

Confirmation request dated 9/12/18.



LF009 Landfill 6 AOC – Facing West



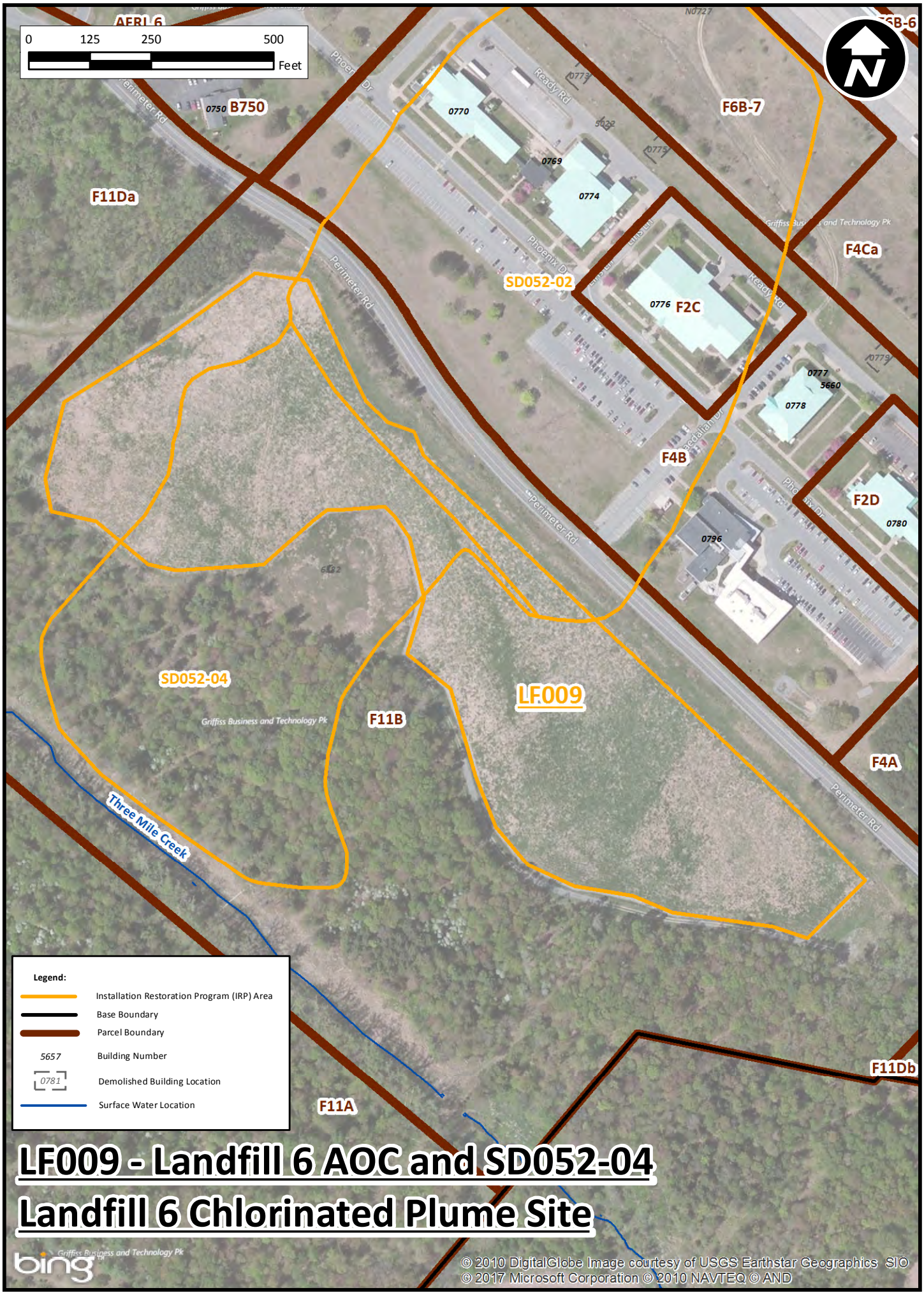
LF009 Landfill 6 AOC – Facing South from Northeastern corner



LF009 Landfill 6 AOC - Vent 7 looking WNW



LF009 Landfill 6 AOC - Vent 16 looking NW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LF009
F11B
F4A
F11Db
F11A
Three Mile Creek
Griffiss Business and Technology Pk
Perimeter Rd
Ready Rd
Phoenix Dr
0770
0769
0774
0776
0777
5660
0778
0780
0796
Legend:
Installation Restoration Program (IRP) Area
Base Boundary
Parcel Boundary
5657 Building Number
0781 Demolished Building Location
Surface Water Location
LF009 - Landfill 6 AOC and SD052-04
Landfill 6 Chlorinated Plume Site
bing
© 2010 DigitalGlobe Image courtesy of USGS Earthstar Geographics SIO
© 2017 Microsoft Corporation © 2010 NAVTEQ © AND

Former Griffiss Air Force Base LUC/IC

SITE:

SD052-01 APRON 2 CHLORINATED PLUME

On-Site Inspection Completed by:

Stan Haskins (Bhate)

Date(s) of On-Site Inspection

10/24/18

Site Conditions:

Site is composed of active aircraft apron, and open grassy areas adjacent to runway and taxiways. Free product recovery system active to southeast of Site. SSVM system active at Site. Monitoring wells and remediation systems appear in good working condition.

LUC/IC 1

(AP2-01)Soil/Groundwater Intrusive Work - Prior Approval

Valid/Not Valid

Valid

LUC/IC 2

(AP2-02)Soil/Groundwater Intrusive Work - Prior Approval

Valid/Not Valid

Valid

LUC/IC 3

(AP2-03)Soil/Groundwater Intrusive Work - Prior Approval

Valid/Not Valid

Valid

Owner/Occupant Confirmation

Chad Lawrence, GIA

Date

09/17/2018

Valid/Not Valid

Valid

Comments/Notes:

Confirmation request dated 9/12/18.

Former Griffiss Air Force Base LUC/IC

SITE:

SD052-01 APRON 2 CHLORINATED PLUME

On-Site Inspection Completed by:

Stan Haskins(Bhate)

Date(s) of On-Site Inspection

10/24/18

Site Conditions:

Site is composed of active aircraft apron, and open grassy areas adjacent to runway and taxiways. Free product recovery system active to southeast of Site. SSVM system active at Site. Monitoring wells and remediation systems appear in good working condition.

LUC/IC 4

(AP2-04)Soil/Groundwater Intrusive Work - Prior Approval

Valid/Not Valid

Valid

LUC/IC 5

(AP2-05)Soil/Groundwater Intrusive Work - Prior Approval

Valid/Not Valid

Valid

LUC/IC 6

(AP2-06)Soil/Groundwater Intrusive Work - Prior Approval

Valid/Not Valid

Valid

Owner/Occupant Confirmation

Chad Lawrence, GIA

Date

09/17/2018

Valid/Not Valid

Valid

Comments/Notes:

Confirmation request dated 9/12/18.

Former Griffiss Air Force Base LUC/IC

SITE:

SD052-01 APRON 2 CHLORINATED PLUME

On-Site Inspection Completed by:	Date(s) of On-Site Inspection
Stan Haskins (Bhate)	10/24/18

Site Conditions:

Site is composed of active aircraft apron, and open grassy areas adjacent to runway and taxiways. Free product recovery system active to southeast of Site. SSVM system active at Site. Monitoring wells and remediation systems appear in good working condition.

LUC/IC 7	Valid/Not Valid
(AP2-07)Groundwater Consumption - Prior Approval	Valid

LUC/IC 8	Valid/Not Valid
(AP2-08)Adverse Aquifer Use Prohibited	Valid

LUC/IC 9	Valid/Not Valid
(AP2-09)Land-use Restriction - Protect Remedial Measures	Valid

Owner/Occupant Confirmation	Date	Valid/Not Valid
Chad Lawrence, GIA	09/17/2018	Valid

Comments/Notes:

Confirmation request dated 9/12/18.

Former Griffiss Air Force Base LUC/IC

SITE:

SD052-01 APRON 2 CHLORINATED PLUME

On-Site Inspection Completed by:

Stan Haskins (Bhate)

Date(s) of On-Site Inspection

10/24/18

Site Conditions:

Site is composed of active aircraft apron, and open grassy areas adjacent to runway and taxiways. Free product recovery system active to southeast of Site. SSVM system active at Site. Monitoring wells and remediation systems appear in good working condition.

LUC/IC 10

(AP2-10) Groundwater Intrusive Work - Prior Approval

Valid/Not Valid

Valid

LUC/IC 11

(AP2-11) Groundwater Consumption - Prior Approval

Valid/Not Valid

Valid

LUC/IC 12

(AP2-12) Adverse Aquifer Use Prohibited

Valid/Not Valid

Valid

Owner/Occupant Confirmation

Chad Lawrence, GIA

Date

09/17/2018

Valid/Not Valid

Valid

Comments/Notes:

Confirmation request dated 9/12/18.

Former Griffiss Air Force Base LUC/IC

SITE:

SD052-01 APRON 2 CHLORINATED PLUME

On-Site Inspection Completed by:

Stan Haskins (Bhate)

Date(s) of On-Site Inspection

10/24/18

Site Conditions:

Site is composed of active aircraft apron, and open grassy areas adjacent to runway and taxiways. Free product recovery system active to southeast of Site. SSVM system active at Site. Monitoring wells and remediation systems appear in good working condition.

LUC/IC 13

(AP2-13)Land-Use Restriction - Protect Remedial Operations

Valid/Not Valid

Valid

LUC/IC 14

(AP2-14) Groundwater Intrusive Work - Prior Approval

Valid/Not Valid

Valid

LUC/IC 15

(SD52-01)Land-Use Restriction - Industrial/Commercial/Non-Residential

Valid/Not Valid

Valid

Owner/Occupant Confirmation

Chad Lawrence, GIA

Date

09/17/2018

Valid/Not Valid

Valid

Comments/Notes:

Confirmation request dated 9/12/18.

Former Griffiss Air Force Base LUC/IC

SITE:

SD052-01 APRON 2 CHLORINATED PLUME

On-Site Inspection Completed by:

Stan Haskins (Bhate)

Date(s) of On-Site Inspection

10/24/18

Site Conditions:

Site is composed of active aircraft apron, and open grassy areas adjacent to runway and taxiways. Free product recovery system active to southeast of Site. SSVM system active at Site. Monitoring wells and remediation systems appear in good working condition.

LUC/IC 16

(SD52-02)Soil/Groundwater Intrusive Work - Prior Approval

Valid/Not Valid

Valid

LUC/IC 17

(SD52-03)Groundwater Consumption/Intrusive Work - Prior Approval

Valid/Not Valid

Valid

LUC/IC 18

(SD52-04)Land-Use Restriction - Protect Remedial Operations

Valid/Not Valid

Valid

Owner/Occupant Confirmation

Chad Lawrence, GIA

Date

09/17/2018

Valid/Not Valid

Valid

Comments/Notes:

Confirmation request dated 9/12/18.

Former Griffiss Air Force Base LUC/IC

SITE:

SD052-01 APRON 2 CHLORINATED PLUME

On-Site Inspection Completed by:

Stan Haskins (Bhate)

Date(s) of On-Site Inspection

10/24/18

Site Conditions:

Site is composed of active aircraft apron, and open grassy areas adjacent to runway and taxiways. Free product recovery system active to southeast of Site. SSVM system active at Site. Monitoring wells and remediation systems appear in good working condition.

LUC/IC 19

(SD52-4)Land-Use Restriction - Protect Remedial Operation

Valid/Not Valid

Valid

LUC/IC 20

(SD52-5) SVI Evaluation prior to new construction or SVI mitigation with new construction.

Valid/Not Valid

Valid

LUC/IC 21

Valid/Not Valid

Owner/Occupant Confirmation

Chad Lawrence, GIA

Date

09/17/2018

Valid/Not Valid

Valid

Comments/Notes:

Confirmation request dated 9/12/18.



SD052-01 Apron 2 – Facing SSVM System



SD052-01 Apron 2 – Downslope of SSVM/Apron 2, SSVM pipeline



SD052-01 Apron 2 – Facing East



SD052-01 Apron 2 – Facing West across Apron



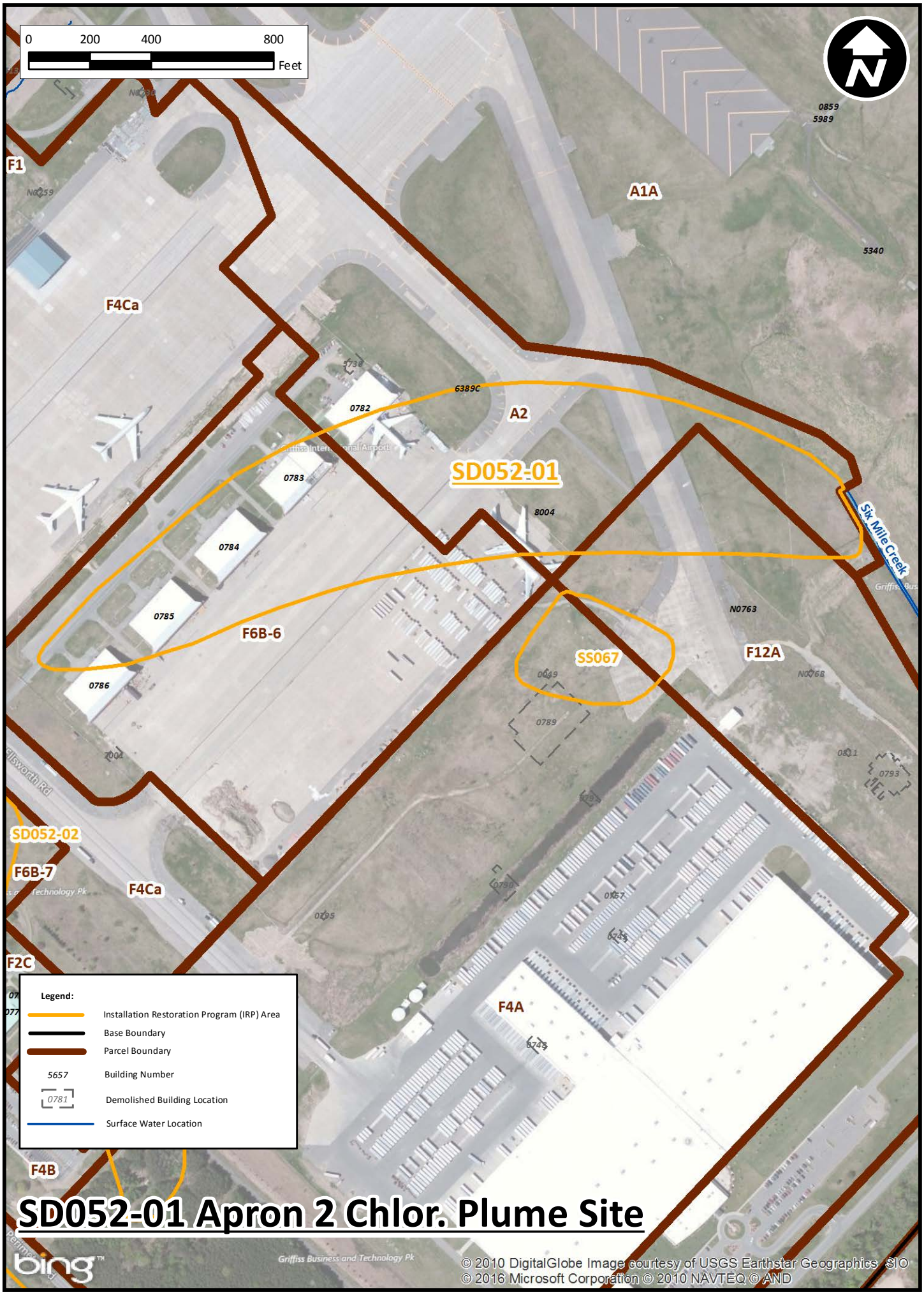
SD052-01 Apron 2 -SW edge of Apron looking NE



SD52-01 Apron 2 - NE edge of Apron looking NW



SD52-01 Apron 2 - NE of Apron looking E


0 200 400 800
Feet
F1
A1A
F4Ca
A2
SD052-01
F6B-6
SS067
F12A
SD052-02
F6B-7
F4Ca
F2C
F4A
F4B
Six Mile Creek
Griffiss Business and Technology Pk
Legend:
Installation Restoration Program (IRP) Area
Base Boundary
Parcel Boundary
5657 Building Number
0781 Demolished Building Location
Surface Water Location
SD052-01 Apron 2 Chlor. Plume Site
bing
© 2010 DigitalGlobe Image courtesy of USGS Earthstar Geographics SIO
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Former Griffiss Air Force Base LUC/IC

SITE:

SD052-01-SVI Apron 2 Chlorinated Plume

On-Site Inspection Completed by:

Stan Haskins (Bhate)

Date(s) of On-Site Inspection

10/24/18

Site Conditions:

The site consists of Buildings 785 and 786 located on the southwestern corner of Apron 2. Each building is approximately 28,251 square feet in size, is heated, and is currently used as leased space.

LUC/IC	Valid/Not Valid
1 Mitigation of any unacceptable risk prior to new construction or change in current use.	Valid
2 The slabs of Bldgs. 785 and 786 shall not be compromised without prior written approval of EPA, NYSDEC and the AF.	Valid
3	

Owner/Occupant Confirmation	Date	Valid/Not Valid
Chad Lawrence, GIA	09/17/2018	Valid

Comments/Notes:

Confirmation request dated 9/12/18.



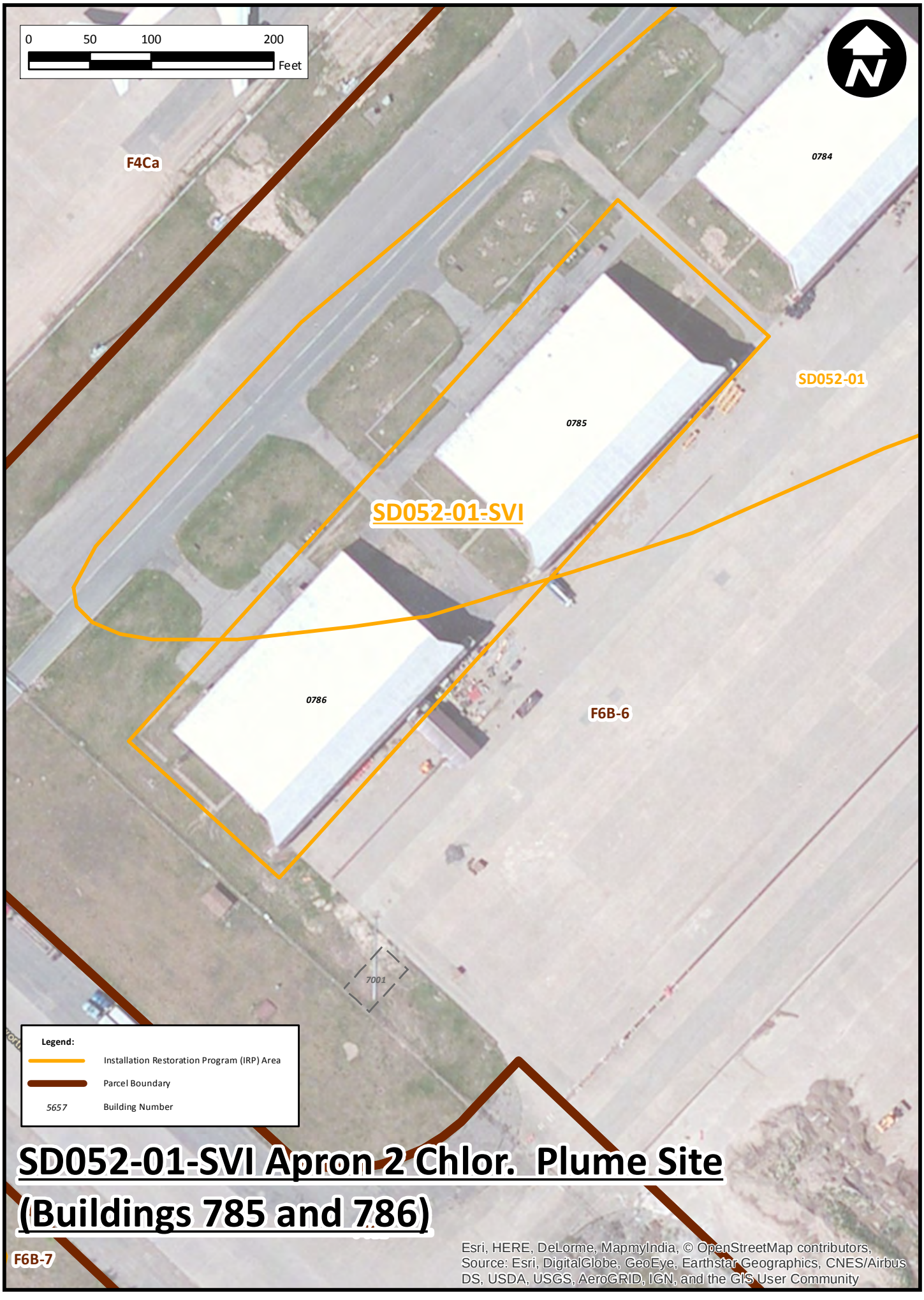
Building 785



Building 786



SD52-01 SVI Apron 2 - SVI system looking NW, Bldg 786 on left


0 50 100 200
Feet
F4Ca
0784
SD052-01
0785
SD052-01-SVI
0786
F6B-6
7001
Legend:
Installation Restoration Program (IRP) Area
Parcel Boundary
5657 Building Number
SD052-01-SVI Apron 2 Chlor. Plume Site
(Buildings 785 and 786)
F6B-7
Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors,
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus
DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Former Griffiss Air Force Base LUC/IC

SITE:

SD052-02 Building 775

On-Site Inspection Completed by:

Stan Haskins (Bhate)

Date(s) of On-Site Inspection

10/22/18

Site Conditions:

Site consists of grassy open areas, parking lot, and SSVM system. SSVM system and on-site monitoring wells appear in good condition.

LUC/IC	Valid/Not Valid
Land-Use Restriction - Industrial/Commercial/Non-Residential	Valid
Soil/Groundwater Intrusive Work - Prior Approval	Valid
Groundwater Consumption/Intrusive Work - Prior Approval	Valid

Owner/Occupant Confirmation	Date	Valid/Not Valid
Frank Sanzone, GLDC	09/21/2018	Valid

Comments/Notes:

Confirmation request dated 9/12/18.

Former Griffiss Air Force Base LUC/IC

SITE:

SD052-02 Building 775

On-Site Inspection Completed by:

Stan Haskins (Bhate)

Date(s) of On-Site Inspection

10/22/18

Site Conditions:

Site consists of grassy open areas, parking lot, and SSVM system. SSVM system and on-site monitoring wells appear in good condition.

LUC/IC 4

Land-Use Restriction - Protect Remedial Operations

Valid/Not Valid

Valid

LUC/IC 5

Valid/Not Valid

Not Valid

LUC/IC 6

Valid/Not Valid

Not Valid

Owner/Occupant Confirmation

Frank Sanzone, GLDC

Date

09/21/2018

Valid/Not Valid

Valid

Comments/Notes:

Confirmation request dated 9/12/18.



SD052-02 Build 775 SSVM System



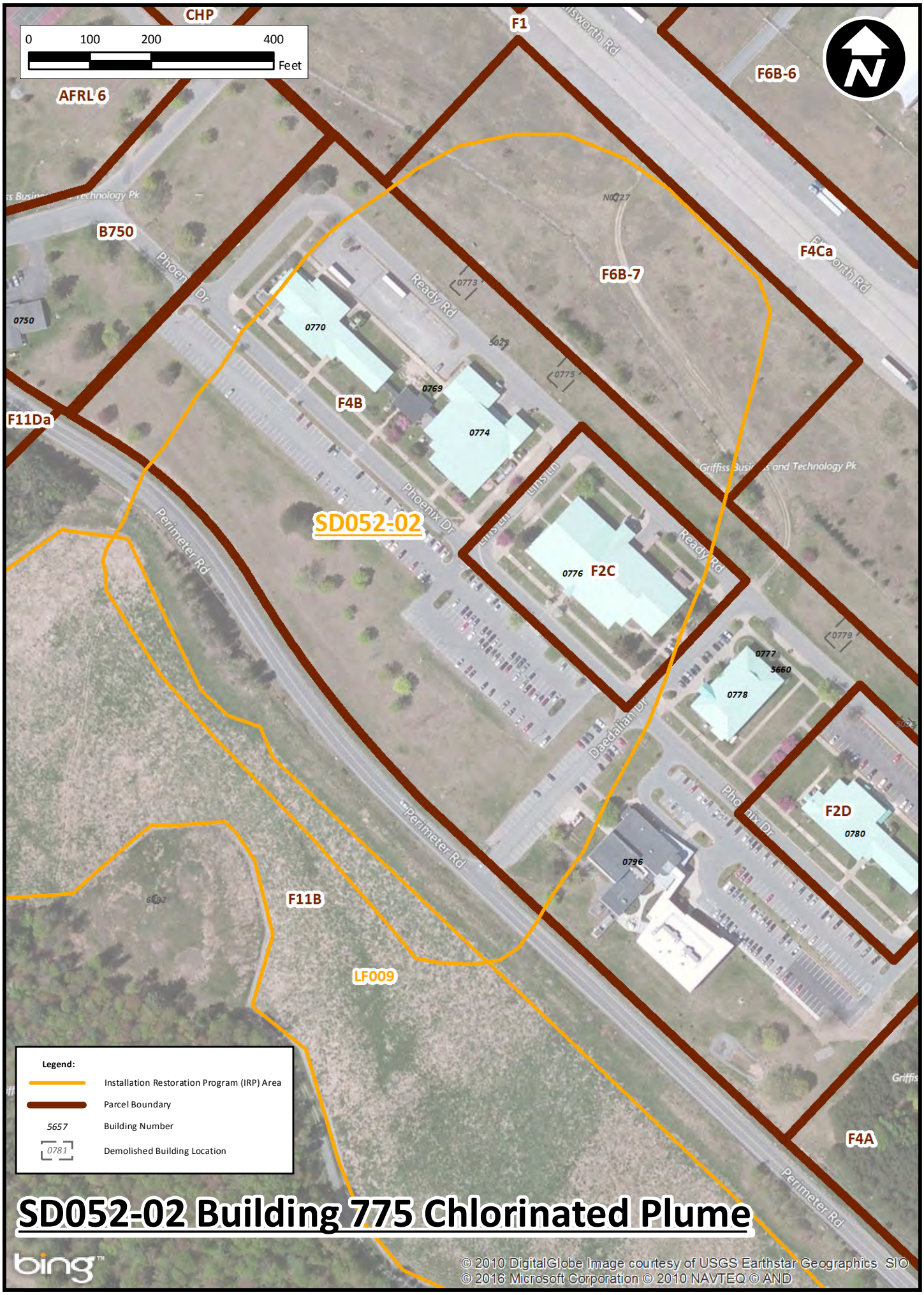
SD052-02 Build 775 Southern Pavement and Grassy Portion



SD52-02 Bldg 775 - Center of parking lot looking W



SD52-02 Bldg 775 - Center of parking lot looking NE, bldg 775 on left, bldg 776 on right



SD052-02 Building 775 Chlorinated Plume

Former Griffiss Air Force Base LUC/IC

SITE:

SD052-02-SVI Apron 2 Chlorinated Plume

On-Site Inspection Completed by:	Date(s) of On-Site Inspection
Stan Haskins (Bhate)	10/22/18

Site Conditions:

The site consists of Buildings 774 and 776 located between Phoenix Dr. and Ready Rd. Buildings 774 and 776 are one-story office buildings that are approximately 18,990 SF and 27,410 SF in size, respectively.

LUC/IC 1	Valid/Not Valid
Mitigation of any unacceptable risk prior to new construction or change in current use.	Valid

LUC/IC 2	Valid/Not Valid
The slabs of Bldgs. 774 and 776 shall not be comprised without prior written approval of EPA, NYSDEC and the Air Force.	Valid

LUC/IC 3	Valid/Not Valid

Owner/Occupant Confirmation	Date	Valid/Not Valid
Frank Sanzone, GLDC	09/21/2018	Valid

Comments/Notes:

Confirmation request dated 9/12/18.



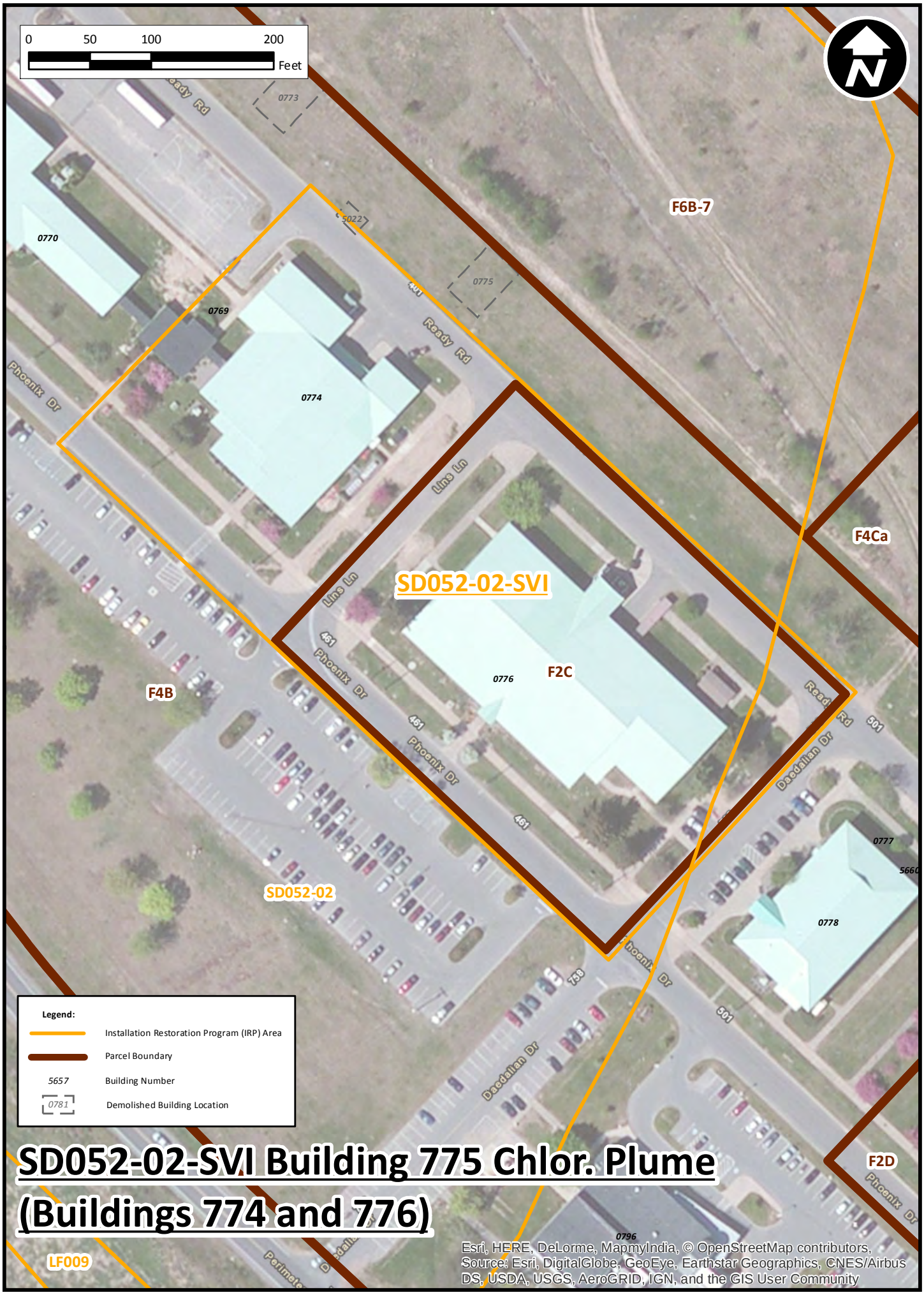
Building 774



Building 776



SD52-02 SVI Apron 2 - SVI system with bldg 774



SD052-02-SVI Building 775 Chlor. Plume (Buildings 774 and 776)

Former Griffiss Air Force Base LUC/IC

SITE:

SD052-05 Building 817 Chlorinated Plume

On-Site Inspection Completed by:

Stan Haskins (Bhate)

Date(s) of On-Site Inspection

10/23/18

Site Conditions:

Site consists of open grassy areas inside and outside of secured area, separated by Perimeter Road. Building 817 is on-site, vacant and used for storage. Monitoring wells are in good condition.

LUC/IC 1

Soil/Groundwater Intrusive Work - Prior Approval

Valid/Not Valid

Valid

LUC/IC 2

Groundwater Consumption/Intrusive Work - Prior Approval

Valid/Not Valid

Valid

LUC/IC 3

Land-Use Restriction - Protect Remedial Operations

Valid/Not Valid

Valid

Owner/Occupant Confirmation

Frank Sanzone, GLDC
Chad Lawrence, GIA

Date

09/21/2018

Valid/Not Valid

Valid

Comments/Notes:

Confirmation request dated 9/12/18.

Former Griffiss Air Force Base LUC/IC

SITE:

SD052-05 Building 817 Chlorinated Plume

On-Site Inspection Completed by:

Stan Haskins (Bhate)

Date(s) of On-Site Inspection

10/23/18

Site Conditions:

Site consists of open grassy areas inside and outside of secured area, separated by Perimeter Road. Building 817 is on-site, vacant and used for storage. Monitoring wells are in good condition.

LUC/IC 4	Valid/Not Valid
Land-Use Restriction - Industrial/Commercial/Non-residential	Valid
LUC/IC 5	Valid/Not Valid
SVI Evaluation prior to new construction or SVI mitigation with new construction	Valid
LUC/IC 6	Valid/Not Valid

Owner/Occupant Confirmation	Date	Valid/Not Valid
Frank Sanzone, GLDC Chad Lawrence, GIA	09/21/2018	Valid

Comments/Notes:

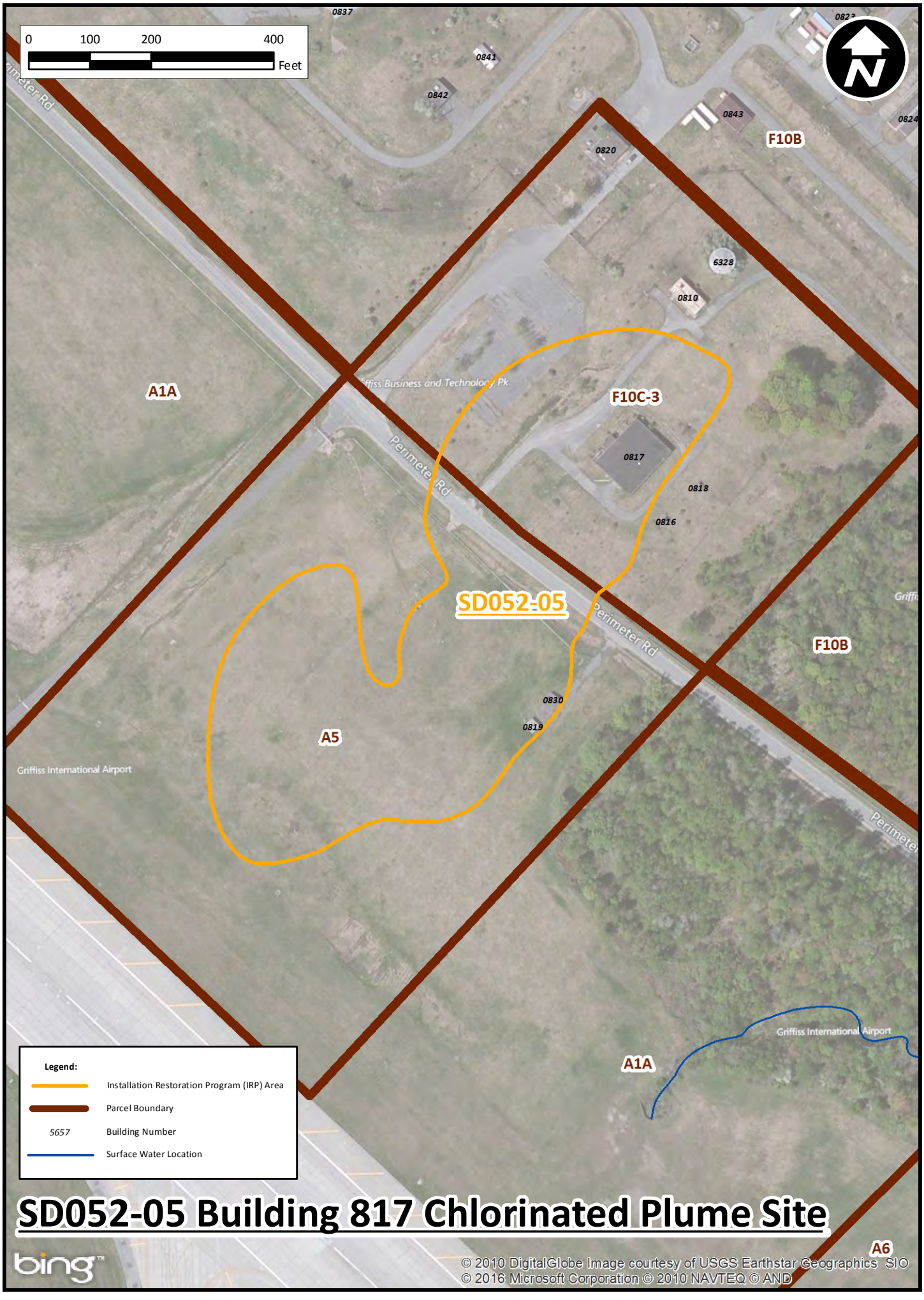
Confirmation request dated 9/12/18.



SD052-05 Building 817



SD052-05 Building 817, looking west



SD052-05 Building 817 Chlorinated Plume Site

Former Griffiss Air Force Base LUC/IC

SITE:

SD062 AOC-9

On-Site Inspection Completed by:

Stan Haskins (Bhate)

Date(s) of On-Site Inspection

10/19/18

Site Conditions:

Site consists of open grassy area down slope of concrete pavement area where buildings 912 and 913 are. Perimeter Road cuts across site. Northern portion outside of airfield, southern downslope portion within airfield.

LUC/IC	Valid/Not Valid
Soil / Groundwater Intrusive Work - Prior Approval	Valid
Groundwater Consumption/Intrusive Work - Prior Approval	Valid
Land-use Restrictions-Protect Remedial Operations	Valid

Owner/Occupant Confirmation	Date	Valid/Not Valid
Frank Sanzone, GLDC Chad Lawrence, GIA	09/21/2018	Valid

Comments/Notes:

Confirmation request dated 9/12/18.
Vehicle currently stored adjacent to Building 912.

Former Griffiss Air Force Base LUC/IC

SITE:

SD062 AOC-9

On-Site Inspection Completed by:	Date(s) of On-Site Inspection
Stan Haskins (Bhate)	10/19/18

Site Conditions:

Site consists of open grassy area down slope of concrete pavement area where buildings 912 and 913 are. Perimeter Road cuts across site. Northern portion outside of airfield, southern downslope portion within airfield.

LUC/IC 4	Valid/Not Valid
Land-use Restriction-Industrial/ Commercial/Non-Residential	Valid

LUC/IC 5	Valid/Not Valid
SVI Evaluation prior to new construction or SVI mitigation with new construction	Valid

LUC/IC 6	Valid/Not Valid
No Occupancy Restriction for Buildings 912 and 913	Valid

Owner/Occupant Confirmation	Date	Valid/Not Valid
Frank Sanzone, GLDC Chad Lawrence, GIA	09/21/2018	Valid

Comments/Notes:

Confirmation request delivered 9/12/18.
Vehicle currently stored adjacent to Building 912.



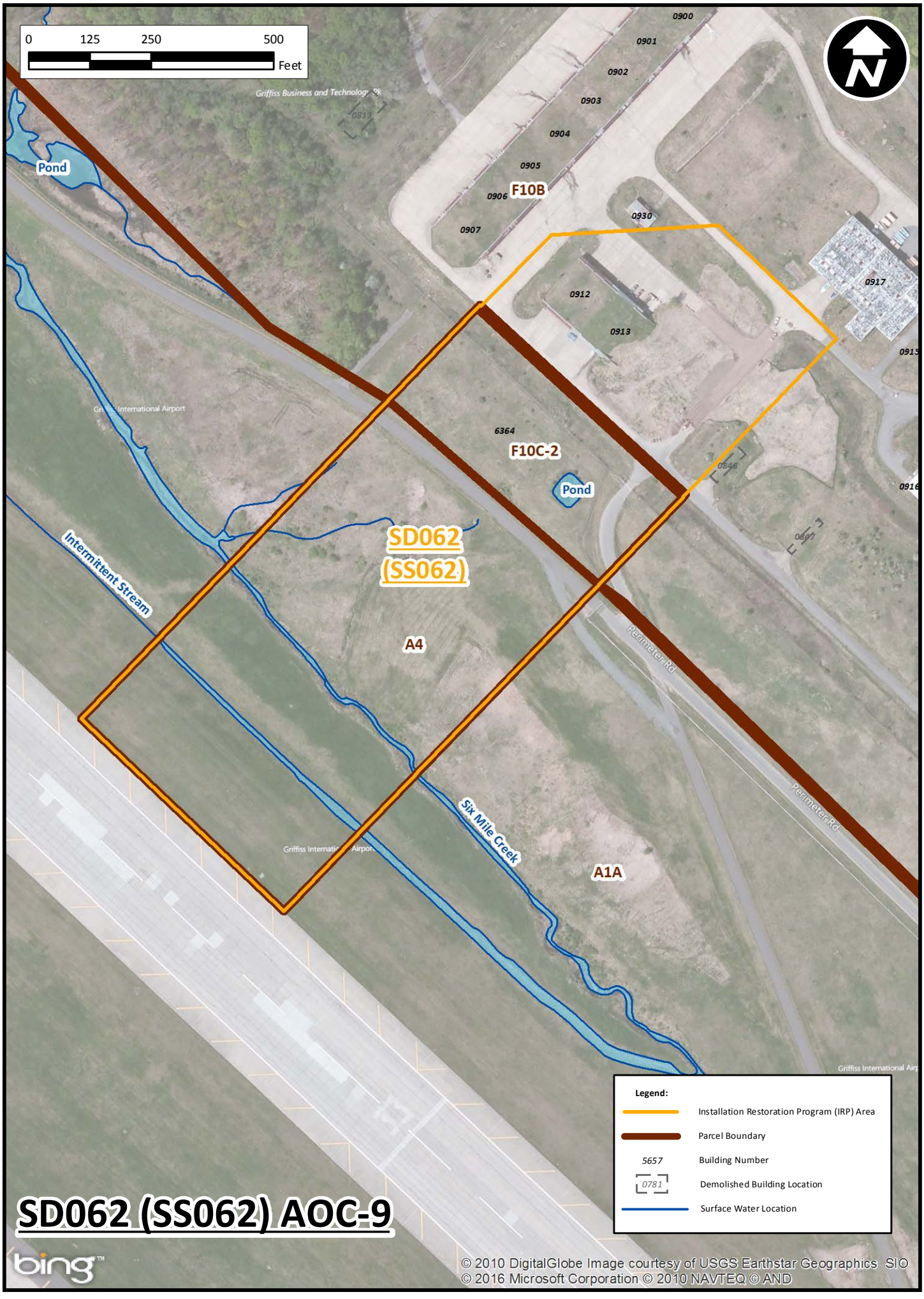
SS062 AOC-9 – Facing West to downgradient grassy area inside airfield



SS062 AOC-9 – Buildings 912 and 913



SS062 AOC-9 - looking SW from bldg 913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0907
0930
0912
0913
0917
0915
0916
F10B
F10C-2
6364
Pond
Pond
SD062
(SS062)
A4
A1A
Intermittent Stream
Six Mile Creek
Perimeter Rd
Perimeter Rd
Griffiss Business and Technology
Griffiss International Airport
Griffiss International Airport
Griffiss International Airp
Legend:
Installation Restoration Program (IRP) Area
Parcel Boundary
5657
Building Number
0781
Demolished Building Location
Surface Water Location
SD062 (SS062) AOC-9
bing
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Former Griffiss Air Force Base LUC/IC

SITE:

SS008 Building 112

On-Site Inspection Completed by:	Date(s) of On-Site Inspection
Stan Haskins (Bhate)	10/22/18

Site Conditions:

Vacant, open lot adjacent to new construction, freshly graded flat.

LUC/IC 1	Valid/Not Valid
Land-use Restriction-Industrial/ Commercial/Non-Residential	Valid

LUC/IC 2	Valid/Not Valid
Groundwater Consumption / Intrusive Work - Prior Approval	Valid

LUC/IC 3	Valid/Not Valid
Subsurface Soil Relocation Restriction	Valid

Owner/Occupant Confirmation	Date	Valid/Not Valid
Frank Sanzone, GLDC	09/21/2018	Valid

Comments/Notes:

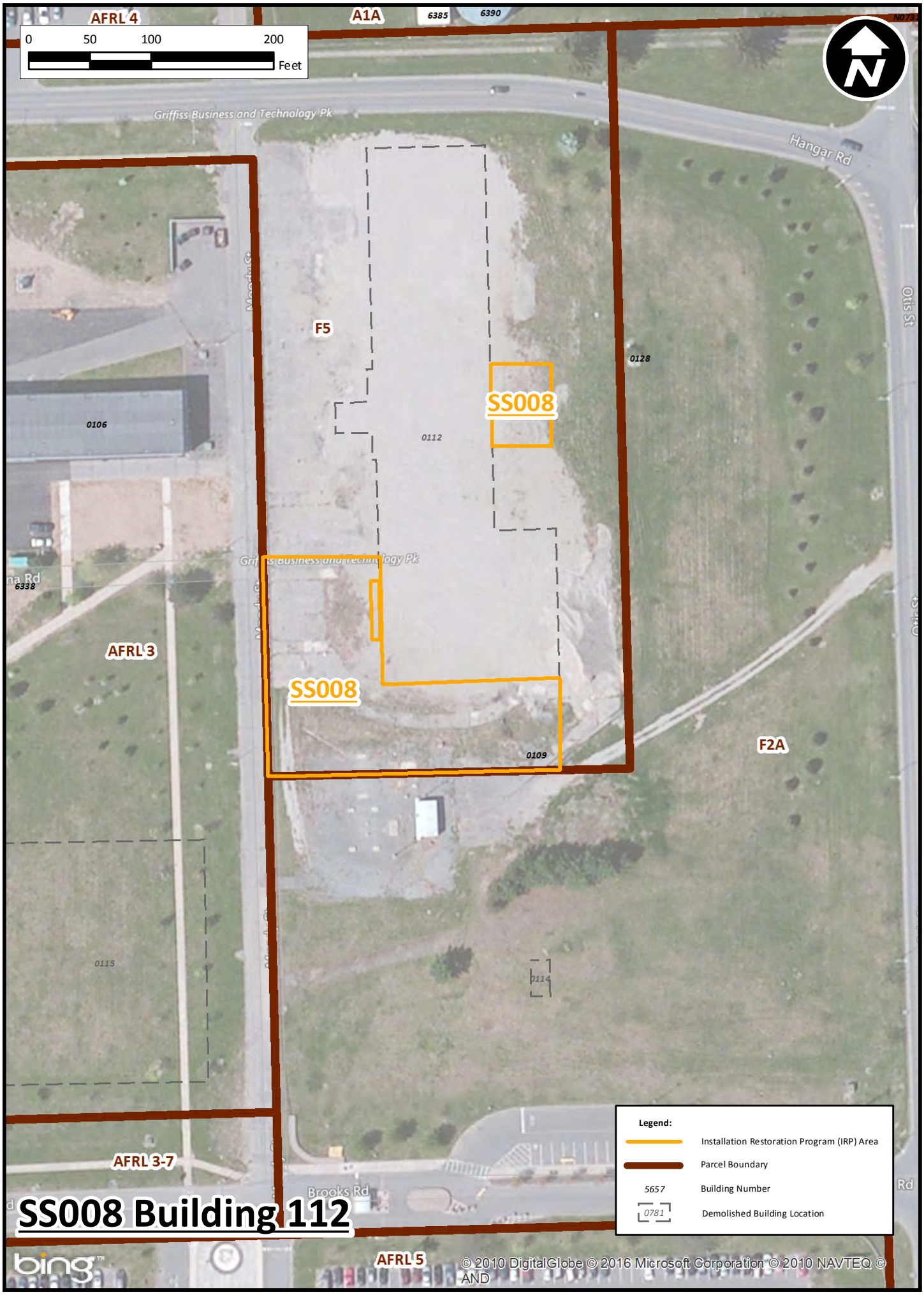
Confirmation request dated 9/12/18.



SS008 Building 112 - from Otis Street looking NW



SS008 Building 112 - from Hanger Road looking SE



SS008 Building 112

Former Griffiss Air Force Base LUC/IC

SITE:

SS017 Lot 69

On-Site Inspection Completed by:	Date(s) of On-Site Inspection
Stan Haskins (Bhate)	10/18/18

Site Conditions:

Site is covered with pavement (parking lot), and bus garage.

LUC/IC 1	Valid/Not Valid
Land-use Restriction-Industrial/ Commercial/ Non-Residential	Valid

LUC/IC 2	Valid/Not Valid

LUC/IC 3	Valid/Not Valid

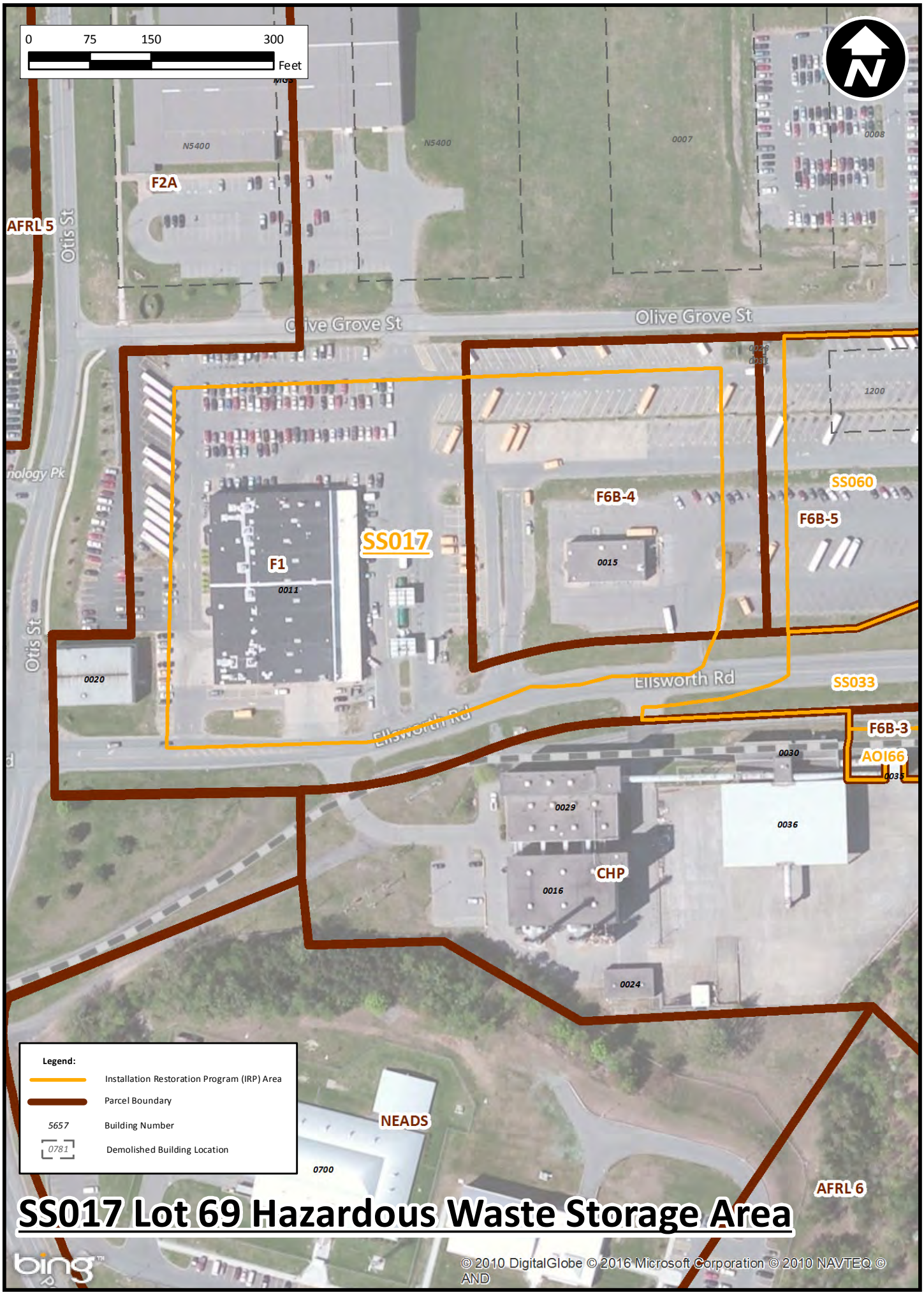
Owner/Occupant Confirmation	Date	Valid/Not Valid
Frank Laubmeier, Birnie Bus	10/24/2018	Valid

Comments/Notes:

Confirmation request dated 9/12/18.



SS017 – Lot 69 Former Hazardous Storage Area



SS017 Lot 69 Hazardous Waste Storage Area

Former Griffiss Air Force Base LUC/IC

SITE:

SS025 Site T-9 AOC

On-Site Inspection Completed by:

Stan Haskins (Bhate)

Date(s) of On-Site Inspection

10/25/18

Site Conditions:

Grassy open space with railroad track through center. Appears in good condition.

LUC/IC 1

Land-use Restriction-Industrial/ Commercial/ Non-Residential

Valid/Not Valid

Valid

LUC/IC 2

Valid/Not Valid

LUC/IC 3

Valid/Not Valid

Owner/Occupant Confirmation

Frank Sanzone, GLDC

Date

09/21/2018

Valid/Not Valid

Valid

Comments/Notes:

Confirmation request dated 9/12/18.



SS025 – Site T-9 AOC - North edge on Brooks Road looking SSE



SS025 Site T-9

Former Griffiss Air Force Base LUC/IC

SITE:

SS033 Coal Storage Yard Area Operable Unit

On-Site Inspection Completed by:	Date(s) of On-Site Inspection
Stan Haskins (Bhate)	10/18/18

Site Conditions:

Site is open grassy area with some asphalt, adjacent to bus parking lot. In good condition.

LUC/IC 1	Valid/Not Valid
Land-use Restriction-Industrial/ Commercial/Nonresidential	Valid

LUC/IC 2	Valid/Not Valid
Groundwater Consumption/Intrusive Work - Prior Approval	Valid

LUC/IC 3	Valid/Not Valid
Subsurface Soil Relocation Restriction	Valid

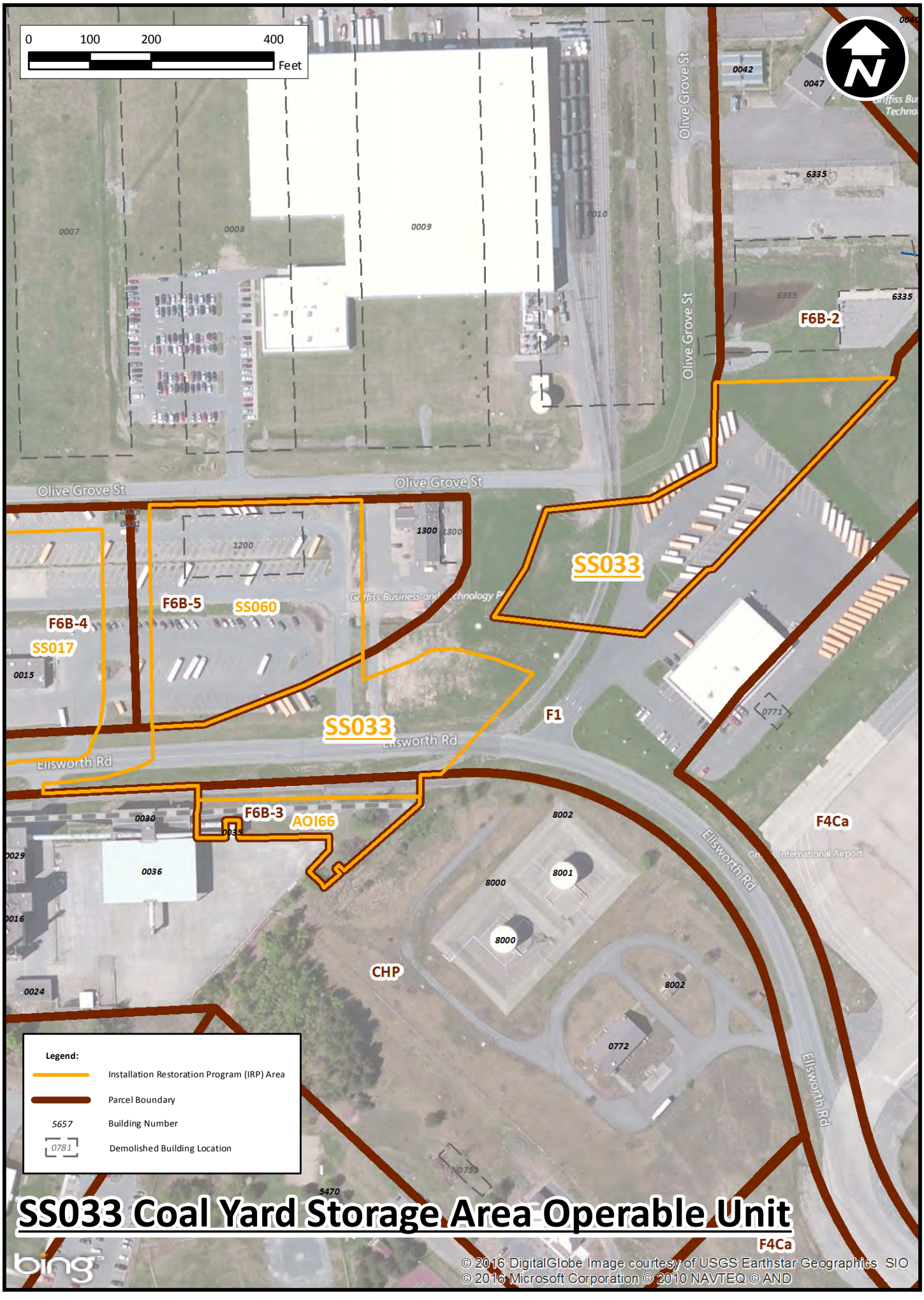
Owner/Occupant Confirmation	Date	Valid/Not Valid
Michael P. Davis II, PE, GUSC Frank Laubemeier, Birnie Bus	09/21/2018	Valid

Comments/Notes:

Confirmation request dated 9/12/18.



SS033 Coal Storage Yard Area Operable Unit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Feet
Olive Grove St
Olive Grove St
Olive Grove St
Ellsworth Rd
Ellsworth Rd
Ellsworth Rd
SS033
SS033
SS060
SS017
AOI66
F6B-2
F6B-3
F6B-4
F6B-5
F1
F4Ca
CHP
0007
0008
0009
0010
0042
0047
6335
1200
1300
0015
0030
0036
0024
8000
8001
8002
0772
0771
5470
Griffiss Business and Technology Park
Griffiss International Airport
Legend:
Installation Restoration Program (IRP) Area
Parcel Boundary
5657 Building Number
0781 Demolished Building Location
SS033 Coal Yard Storage Area Operable Unit
F4Ca
bing
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Former Griffiss Air Force Base LUC/IC

SITE:

SS044 EPS

On-Site Inspection Completed by:

Stan Haskins (Bhate)

Date(s) of On-Site Inspection

10/18/18

Site Conditions:

Electrical substation and surrounding grassy areas. Appears in good condition.

LUC/IC	Valid/Not Valid
Land-use Restriction-Industrial/ commercial/Nonresidential	Valid
Land-use Restriction-Electrical Power Substation	Valid
Groundwater Consumption / Intrusive Work - Prior Approval	Valid

Owner/Occupant Confirmation	Date	Valid/Not Valid
Michael P. Davis II, PE, GUSC	09/21/2018	Valid

Comments/Notes:

Confirmation request dated 9/12/18.

Former Griffiss Air Force Base LUC/IC

SITE:

SS044 EPS

On-Site Inspection Completed by:

Stan Haskins (Bhate)

Date(s) of On-Site Inspection

10/18/18

Site Conditions:

Electrical substation and surrounding grassy areas. Appears in good condition.

LUC/IC 4

Subsurface Soil Relocation Restriction

Valid/Not Valid

Valid

LUC/IC 5

Valid/Not Valid

LUC/IC 6

Valid/Not Valid

Owner/Occupant Confirmation

Michael P. Davis II, PE, GUSC

Date

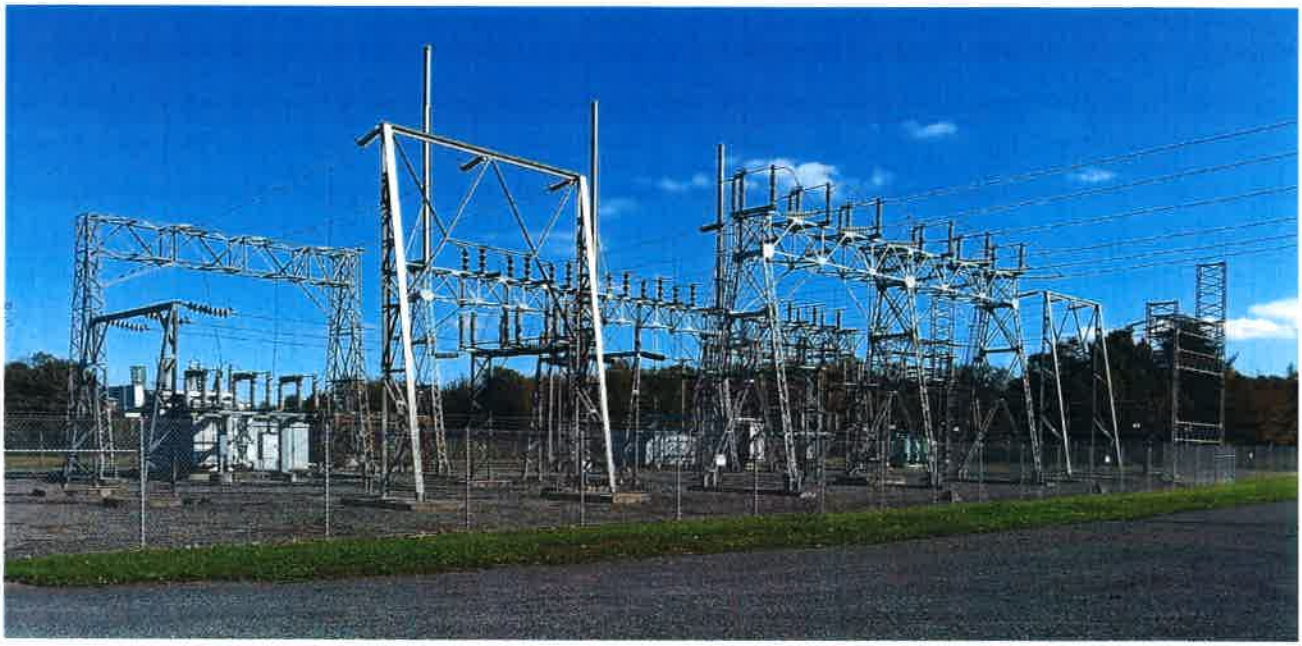
09/21/2018

Valid/Not Valid

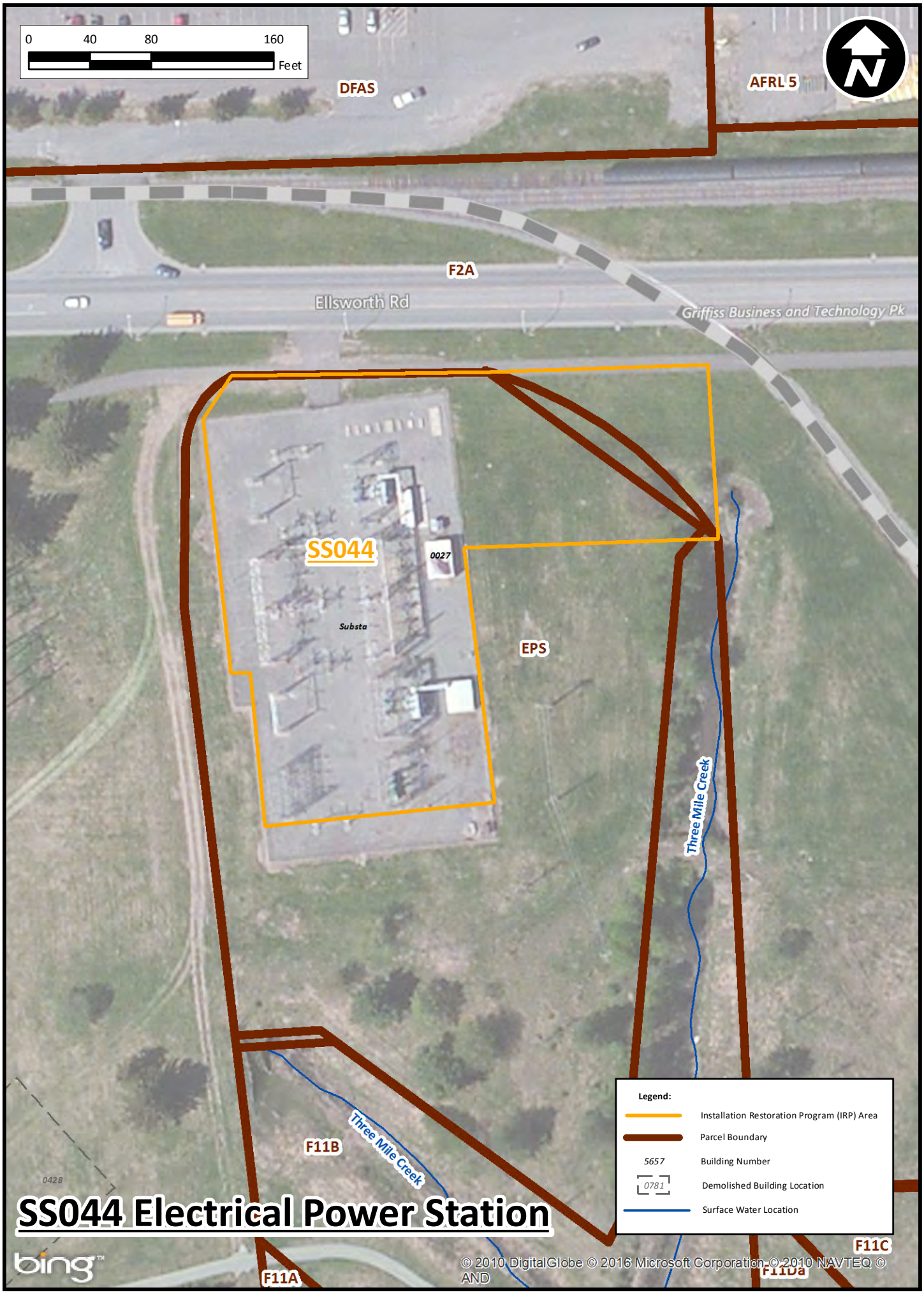
Valid

Comments/Notes:

Confirmation request dated 9/12/18.



SS044 EPS



SS044 Electrical Power Station

Former Griffiss Air Force Base LUC/IC

SITE:

SS054 Building 781

On-Site Inspection Completed by:	Date(s) of On-Site Inspection
Stan Haskins (Bhate)	10/22/18

Site Conditions:

Site consists of parking lot, roadway, grassy area, forested area, and Building 788. Monitoring wells in good condition. Biosparge system currently in operation, isolated portions in need of repair.

LUC/IC 1	Valid/Not Valid
Groundwater consumption and Soil/ Groundwater Intrusive Work-Prior Approval	Valid

LUC/IC 2	Valid/Not Valid

LUC/IC 3	Valid/Not Valid

Owner/Occupant Confirmation	Date	Valid/Not Valid
Frank Sanzone, GLDC	09/21/2018	Valid

Comments/Notes:

Confirmation request dated 9/12/18.



SS054 Building 781 - North edge looking S



SS054 Building 781 - West edge on Ready road looking NE


0 40 80 160
Feet
F4Ca
F4B
0781
0780
F2D
Griffiss Business and Tec
Ready Rd
0788
Ready Rd
SS054
F4A
Legend:
Installation Restoration Program (IRP) Area
Parcel Boundary
5657
Building Number
0781
Demolished Building Location
SS054 Building 781
F11B
bing
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Former Griffiss Air Force Base LUC/IC

SITE:

SS060 Building 35 AOC

On-Site Inspection Completed by:

Stan Haskins (Bhate)

Date(s) of On-Site Inspection

10/18/18

Site Conditions:

Site covered in asphalt, used as bus parking lot. Appears in good condition.

LUC/IC	Valid/Not Valid
LUC/IC 1: Subsurface Soil Relocation Restriction	Valid
LUC/IC 2: Land Use Restriction - Industrial/Commerical/Non-Residential	Valid
LUC/IC 3:	Valid/Not Valid

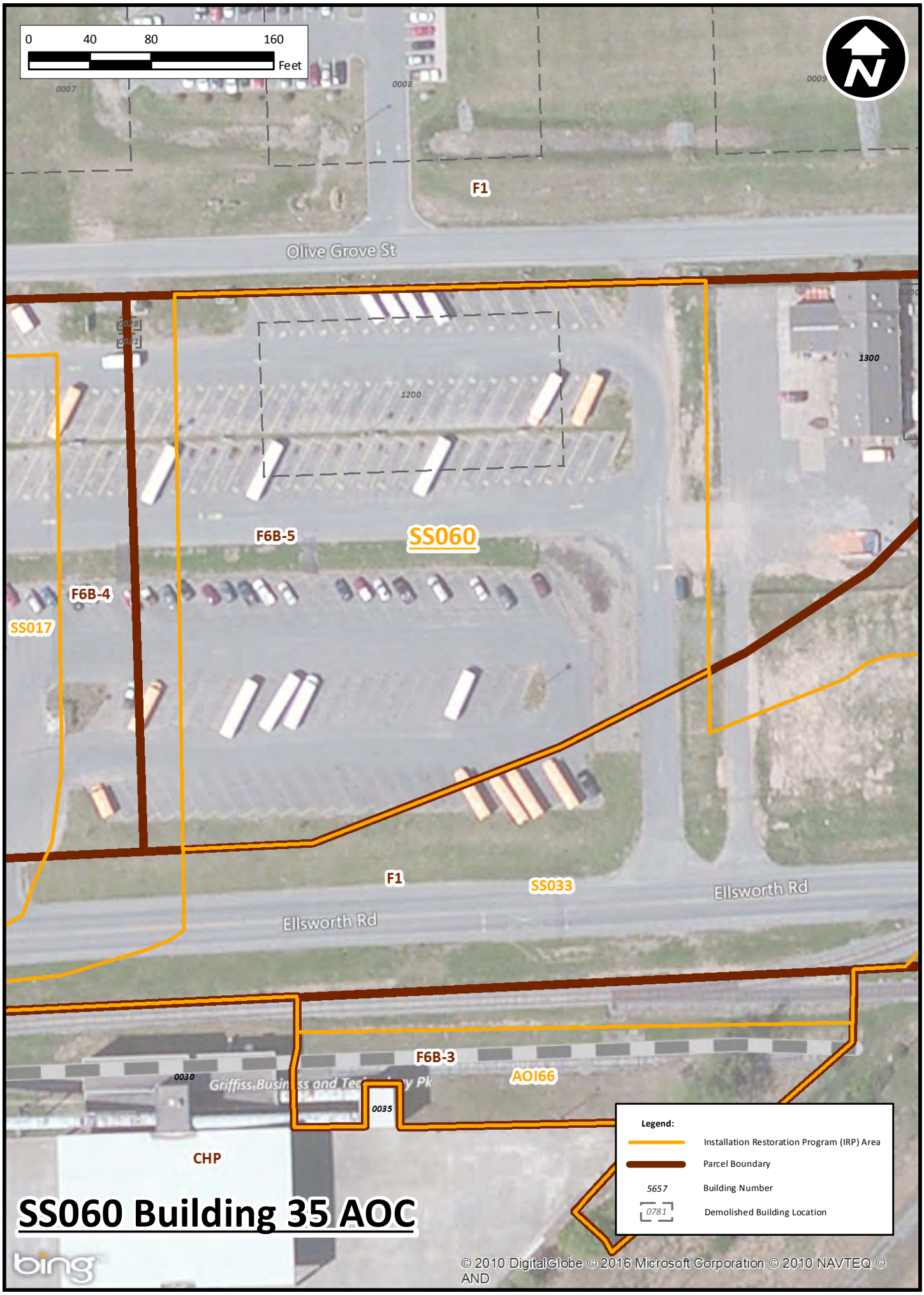
Owner/Occupant Confirmation	Date	Valid/Not Valid
Frank Laubemeier, Birnie Bus	10/24/2018	Valid

Comments/Notes:

Confirmation request dated 9/12/18.



SS060 Building 35 AOC


0 40 80 160
Feet
N
F1
Olive Grove St
1200
1300
F6B-5
SS060
F6B-4
SS017
F1
SS033
Ellsworth Rd
Ellsworth Rd
F6B-3
AOI66
0030
0035
CHP
Legend:
Installation Restoration Program (IRP) Area
Parcel Boundary
5657
Building Number
0781
Demolished Building Location
SS060 Building 35 AOC
bing
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Former Griffiss Air Force Base LUC/IC

SITE:

SS067 Building 789

On-Site Inspection Completed by:

Stan Haskins (Bhate)

Date(s) of On-Site Inspection

10/22/18

Site Conditions:

Site comprised of concrete pavement and open grassy area. Free product recovery system not active during visit due to on-site investigation. Building, concrete pads, and monitoring wells in good condition. On-Site drilling of multiple borings during October 2018.

LUC/IC 1

Groundwater consumption and Soil/ Groundwater Intrusive Work-Prior Approval

Valid/Not Valid

Valid

LUC/IC 2

Valid/Not Valid

LUC/IC 3

Valid/Not Valid

Owner/Occupant Confirmation

Frank Sanzone, GLDC

Date

09/21/2018

Valid/Not Valid

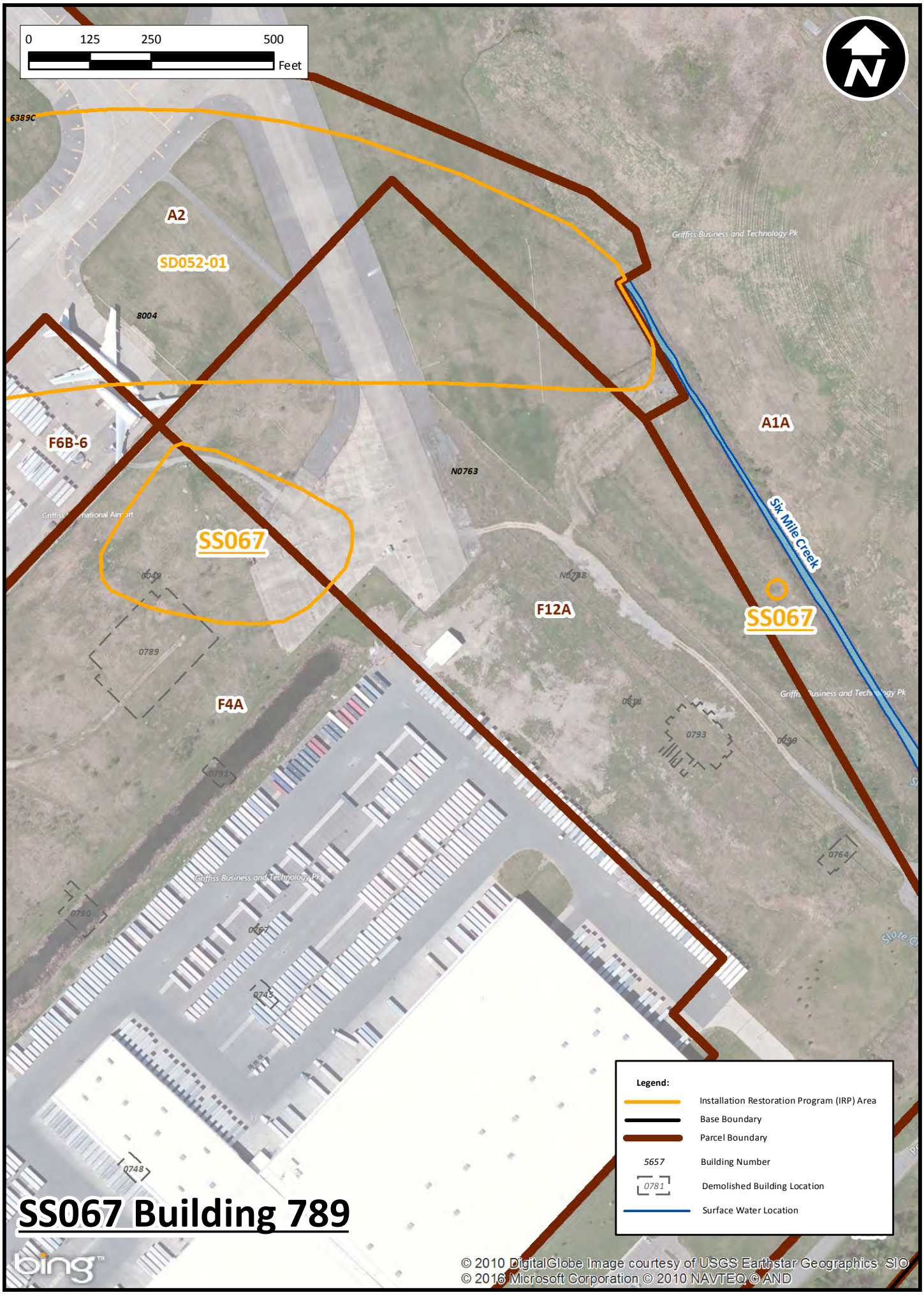
Valid

Comments/Notes:

Confirmation request dated 9/12/18.



SS067 Building 789 – FPR System


0 125 250 500
Feet
6389C
A2
SD052-01
8004
F6B-6
N0763
SS067
A1A
Six Mile Creek
F12A
SS067
F4A
0789
0793
0790
0745
0748
0764
Griffiss Business and Technology Pk
Legend:
Installation Restoration Program (IRP) Area
Base Boundary
Parcel Boundary
5657
Building Number
0781
Demolished Building Location
Surface Water Location
SS067 Building 789
bing
© 2010 DigitalGlobe Image courtesy of USGS Earthstar Geographics SIO
© 2016 Microsoft Corporation © 2010 NAVTEQ © AND

Former Griffiss Air Force Base LUC/IC

SITE:

ST006 Building 101

On-Site Inspection Completed by:

Stan Haskins (Bhate)

Date(s) of On-Site Inspection

10/23/18

Site Conditions:

Site is located within Building 101, which is used for aircraft service and maintenance, storage, and office space. Soil vapor extraction system currently offline, and operates in good condition when necessary. SVE located in Battery shop.

LUC/IC	Valid/Not Valid
Land-use Restriction-Industrial/ Commercial/Non-Residential	Valid
SVI Evaluation prior to new construction.	Valid

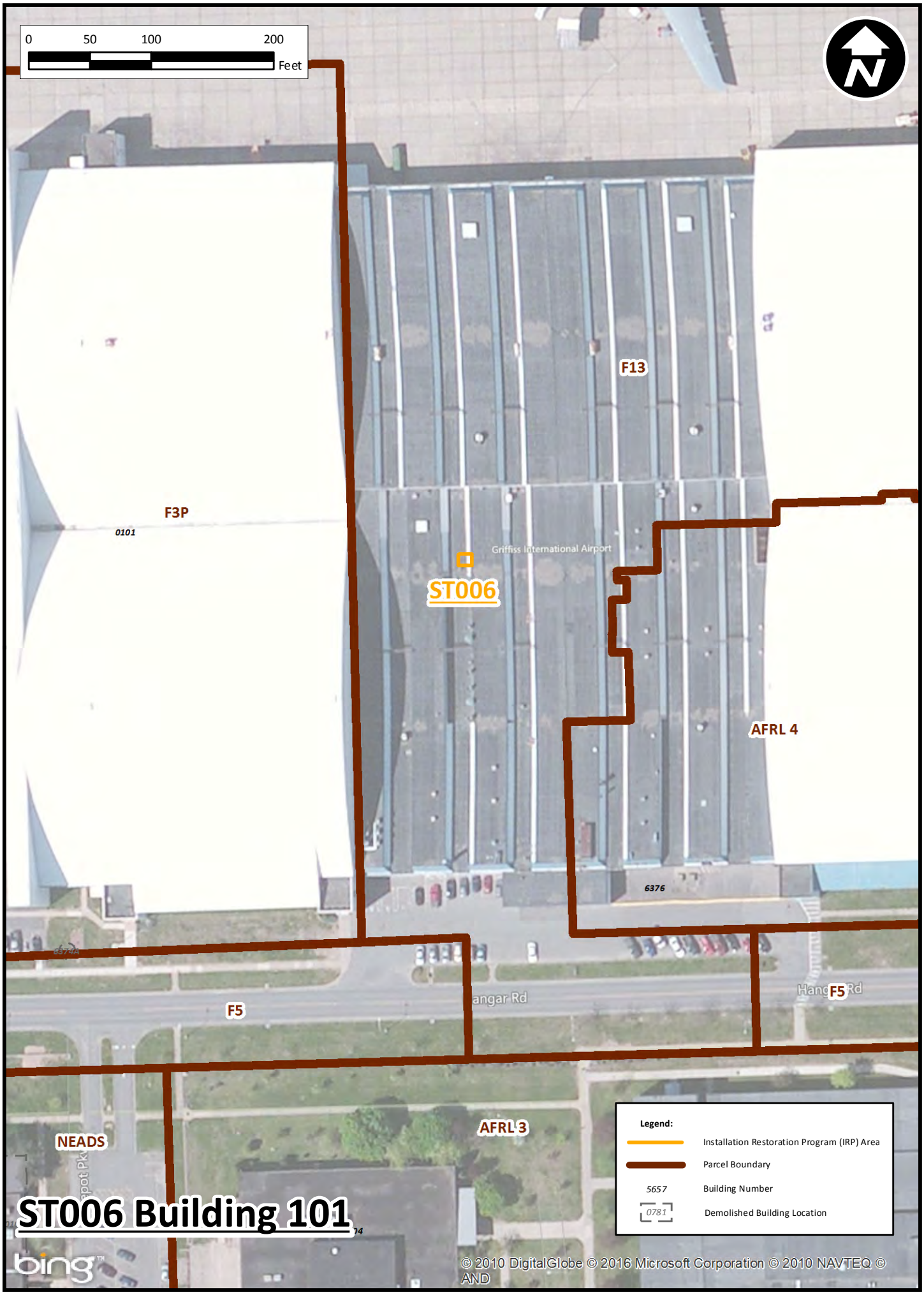
Owner/Occupant Confirmation	Date	Valid/Not Valid
Frank Sanzone, GLDC	09/21/2018	Valid

Comments/Notes:

Confirmation request dated 9/12/18.

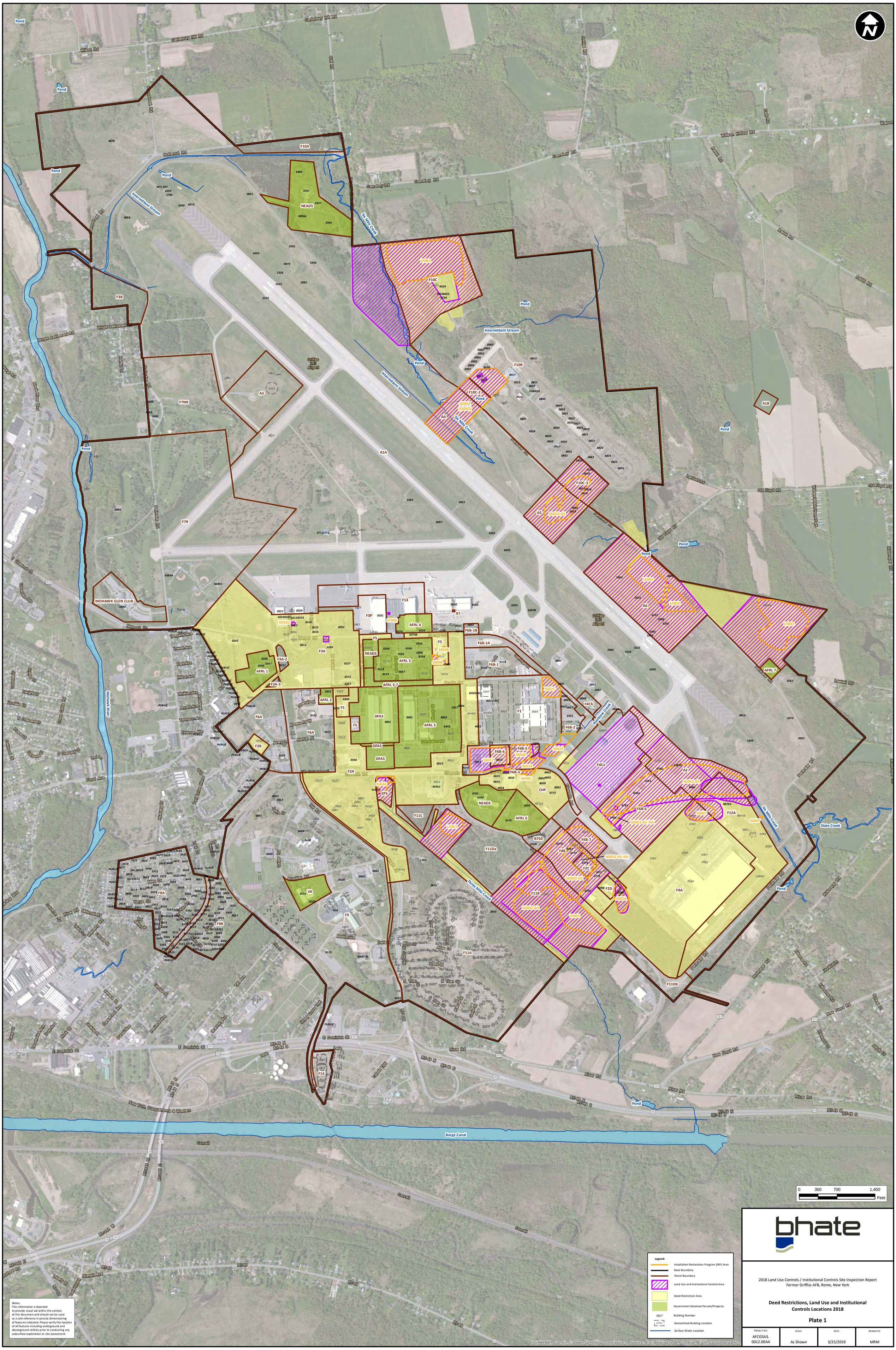


ST006 Building 101 – SVE System



ST006 Building 101

PLATE 1


Canterbury Hill Rd
Wilson Rd
Curl Rd
Phillips Rd
Watson Hollow Rd
Cemetery Rd
Rabbit Rd
Butternut Rd
Pond
Intermittent Stream
Six Mile Creek
NEADS
F10A
F10B
F10C
F10C-2
F10C-3
LF001
LF002
LF003
SD062
(SS062)
SD052-05
SD052-01
SD052-01-SVI
SD052-02
SD052-02-SVI
SD052-04
SS008
SS017
SS025
SS033
SS044
SS054
SS060
SS067
AOI66
A1A
A1B
A2
A3
A4
A5
A6
A7
F3B
F7NR
F7R
F3A
F3A-1
F3A-2
F3A-3
F3P
F4Ca
F4Cb
F4A
F4B
F5
F6A
F6B-1
F6B-1A
F6B-1B
F6B-2
F6B-3
F6B-4
F6B-5
F6B-6
F6B-7
F2A
F2B
F2C
F2D
F1
F9
F11A
F11B
F11C
F11Da
F11Db
F12A
F13
F14
AFRL 1
AFRL 2
AFRL 3
AFRL 3-7
AFRL 4
AFRL 5
AFRL 6
AFRL 7
DFAS
EPS
CHP
SHELL
MOHAWK GLEN CLUB
VA
Griffiss Int'l Airport
Hangar Rd
Brooks Rd
Donaldson Rd
Ellsworth Rd
Hill Rd
Brooklea Dr
Brookley Rd
Old Floyd Rd
Lambert Rd
Wilson Mobile Home Park
Palmater Rd
Rainbow Creek
Three Mile Creek
Slate Creek
Mohawk River
Barge Canal
New York, Susquehanna & Western
Conrail
RT-49 N
RT-49 S
RT-365 W
RT-365 E
RT-69
Wright Settlement Rd
Mohawk Dr
Lowell Ave
Milton Ave
Whittier Ave
Bryant Ave
Tennyson Ave
Emerson Ave
Floyd Ave
Milbrook Rd
Oriskany Blvd
Oneida Rd
Millbrook Rd
Venus Cir
Mars Dr
Park Dr
Geiger Rd
Alias Dr
Snark St
Titan Dr
Mobile Ave
Lado
Stanwix Ave
Liberty St
Teall Hill Rd
E Dominick St
E Chestnut St
Underdale Pkwy
Erie Blvd
Seneca St
Genesee St
Onondaga St
Cayuga St
Oneida St
Ann St
Gansevoort Ave
Purnell Ave
Herkimer Ave
Bierman Ave
Ken Ave
Sherry Lane Mobile Home Park
Pond
Intermittent Stream
Six Mile Creek
Rainbow Creek
Three Mile Creek
Slate Creek
Barge Canal
New York, Susquehanna & Western
Conrail
Griffiss Int'l Airport
MOHAWK GLEN CLUB
NEADS
AFRL 1
AFRL 2
AFRL 3
AFRL 3-7
AFRL 4
AFRL 5
AFRL 6
AFRL 7
DFAS
EPS
CHP
VA
F14
Notes:
This information is depicted to provide visual aid within the context of this document and should not be used as a sole reference in precise dimensioning of features indicated. Please verify the location of all features including underground and aboveground utilities prior to conducting any subsurface exploration or site assessment.
0 350 700 1,400
Feet
Legend:
Installation Restoration Program (IRP) Area
Base Boundary
Parcel Boundary
Land Use and Institutional Control Area
Deed Restriction Area
Government Retained Parcels/Property
5657 Building Number
0781 Demolished Building Location
Surface Water Location
Esri, HERE, Garmin, © OpenStreetMap contributors, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics
bhate
2018 Land Use Controls / Institutional Controls Site Inspection Report
Former Griffiss AFB, Rome, New York
Deed Restrictions, Land Use and Institutional Controls Locations 2018
Plate 1
PROJECT NO: AFCGSA3. 0012.00AA
SCALE: As Shown
DATE: 3/25/2019
DRAWN BY: MRM

APPENDIX A
PARCEL DEEDS
(PROVIDED ON CD)

Griffiss Deed List

Deed Number#	Parcel	Restriction	Acreage
GRI-PBC-2003-001-D1	A1A, A1B, A1C	Yes (A1A only)	1,344.00
GRI-NEG-2004-001-D-1	A1 B	No	2.50
GRI-PUB-2005-001-D-2	A1C	No	9.64
GRI-PBC-2003-001-D-5	A2, A4, A5	Yes	55.26
GRI-PBC-2003-00-D-3	A3	Yes	26.33
GRI-PBC-2003-001-D-2	A6	Yes	98.51
GRI-PBC-2003-001-D-4	A7	No	0.01
GRI-EDC-2000-001-D-14	Building 750	No	4.07
GRI-EDC-2000-001-D-4	Central Heating Plant	Yes	17.78
GRI-EDC-2000-001-D-20	Electrical Power Substation	Yes	3.20
GRI-EDC-2000-001-D-5	Fl	Yes	19.16
GRI-EDC-2000-001-D-6	Fl	Yes	64.90
GRI-EDC-2000-001-D-3	F2	Yes	93.11
GRI-EDC-2000-001-D-15	F3A and F3B	Yes	101.11
GRI-EDC-2000-001-D-21	F3A, Farm Houses	No	1.92
GRI-EDC-2000-001-D-28	F3P and Fl3	Yes	31.52
GRI-EDC-2000-001-D-7	F4A and Fl2A	Yes	152.96
GRI-EDC-2000-001-D-8	F4B	Yes	20.68
GRI-EDC-2000-001-D-17	F4C, Apron	Yes	54.70
GRI-EDC-2000-001-D-22	F5	Yes	11.05
GRI-EDC-2000-001-D-9	F6A	Yes	55.58
GRI-EDC-2000-001-D-27	F6B-l, F6B-2, F6B-3, F6B4, and F6B-5	Yes	28.69
GRI-EDC-2000-001-D-23	F6B-1A	No	6.38
GRI-EDC-2000-001-D-25	F6B-1B	No	1.27
GRI-EDC-2000-001-D-26	F6B-6, F6B-7, F10C-2, Fl0C-3, and Fl1B	Yes	126.13
GRI-EDC-2000-001-D-12	F7	No	52.09
GRI-REV-1996-001-D-2	F7	No	223.75
GRI-PUB-2005-002-D-1	F8	No	69.22
GRI-EDC-2000-001-D-2	F9	Yes	200.22
GRI-ASN-1 998-001-T-I	F9 (VA)	No	7.49
GRI-EDC-2000-001-D-16	F10A	No	11.05
GRI-EDC-2000-001-D-18	F10B	Yes	281.44
GRI-PUB-2005-001-D-1	F10B	Yes	7.19
GRI-EDC-2000-001-D-24	F10C	Yes	52.80
GRI-EDC-2000-001-D-10	Fl1A and F11C	No	156.80
GRI-EDC-2000-001-D-19	Fl1D	No	45.23
GRI-PUB-2005-001-D-3	Fl4	No	6.737
GRI-REV-1 997-001-D-1	MG Club	No	15.13

GRI-PBC-2003-001-D-1
Parcels A1A, A1B, A1C
Airport Authority

1344.00 ACRES

VIS Code

C2. Date Deed Recorded Month / Day / Year

C3. Book C4. Page

REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217

RP-5217 Rev 3/97

PROPERTY INFORMATION

1. Property Location: Portion of Griffiss Air Force Base
STREET NUMBER / STREET NAME
CITY OR TOWN

2004-014061
06/18/2004 02:40PM
Page 1 of 78
Richard D. Allen, Oneida County Clerk D

2. Buyer Name: COUNTY OF ONEIDA
LAST NAME / COMPANY
c/o Oneida County Department of Law, 800 Park Ave., 10th Floor, Utica, NY 13501
LAST NAME / COMPANY / FIRST NAME

3. Tax Billing Address — Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form): EXEMPT
LAST NAME / COMPANY / FIRST NAME
STREET NUMBER AND STREET NAME / CITY OR TOWN / STATE / ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed: 1 # of Parcels OR ☐ Part of a Parcel

(Only if Part of a Parcel) Check as they apply:
4A. Planning Board with Subdivision Authority Exists ☐
4B. Subdivision Approval was Required for Transfer ☐
4C. Parcel Approved for Subdivision with Map Provided ☐

5. Deed Property Size: FRONT FEET x DEPTH OR 3.57 ACRES

6. Seller Name: UNITED STATES OF AMERICA
LAST NAME / COMPANY / FIRST NAME
SECRETARY OF AIR FORCE
Air Force Real Property Agency, Suite 2300, 1700 North Moore Street, Arlington VA 2209-280
LAST NAME / COMPANY / FIRST NAME

7. Check the box below which most accurately describes the use of the property at the time of sale:

A ☐	One Family Residential	E ☐	Agricultural	I ☐	Community Service
B ☐	2 or 3 Family Residential	F ☐	Commercial	J ☐	Industrial
C ☐	Residential Vacant Land	G ☐	Apartment	K ☐	Public Service
D ☒	Non-Residential Vacant Land	H ☐	Entertainment / Amusement	L ☐	Forest

Check the boxes below as they apply:
8. Ownership Type is Condominium ☐
9. New Construction on Vacant Land ☐
10A. Property Located within an Agricultural District ☐
10B. Buyer received a disclosure notice indicating that the property is in an Agricultural District ☐

SALE INFORMATION

11. Sale Contract Date: 5 / 17 / 04 (Month / Day / Year)

12. Date of Sale / Transfer: 5 / 17 / 04 (Month / Day / Year)

13. Full Sale Price: 1,000

(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) *Please round to the nearest whole dollar amount*

14. Indicate the value of personal property included in the sale: 0

15. Check one or more of these conditions as applicable to transfer:

A ☐	Sale Between Relatives or Former Relatives	
B ☐	Sale Between Related Companies or Partners in Business	
C ☐	One of the Buyers is also a Seller	
D ☒	Buyer or Seller is Government Agency or Lending Institution	
E ☒	Deed Type not Warranty or Bargain and Sale (Specify Below)	Quit Claim Deed
F ☐	Sale of Fractional or Less than Fee Interest (Specify Below)	
G ☐	Significant Change in Property Between Taxable Status and Sale Dates	
H ☐	Sale of Business is Included in Sale Price	
I ☐	Other Unusual Factors Affecting Sale Price (Specify Below)	
J ☐	None	

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

16. Year of Assessment Roll from which information taken: 04

17. Total Assessed Value (of all parcels in transfer): 3600

Property Class: 330

19. School District Name: Holland Patent

Tax Map Identifier(s) / Roll Identifier(s) (If more than four, attach sheet with additional identifier(s))

225.000-1-1

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

BUYER SIGNATURE / DATE: 6/18/04

800 / Park Avenue
STREET NUMBER / STREET NAME (AFTER SALE)

Utica / NY / 13501
CITY OR TOWN / STATE / ZIP CODE

SELLER

SELLER SIGNATURE / DATE: June 9, 2004

BUYER'S ATTORNEY

CALDWELL / RANDAL
LAST NAME / FIRST NAME

(315) / 798-5910
AREA CODE / TELEPHONE NUMBER

NEW YORK STATE COPY

COUNTY USE ONLY

1. SWIS Code

C2. Date Deed Recorded (Month / Day / Year)

C3. Book C4. Page

REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217

RP-5217 Rev 3/97

PROPERTY INFORMATION

1. Property Location: Portion of Griffiss Air Force Base (STREET NUMBER / STREET NAME)
CITY OR TOWN / VILLAGE / ZIP CODE

2. Buyer Name: COUNTY OF ONEIDA (LAST NAME / COMPANY / FIRST NAME)
c/o Oneida County Department of Law, 800 Park Ave., 10th Fl., Utica, NY 13501 (LAST NAME / COMPANY / FIRST NAME)

3. Tax Billing Address: Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form): EXEMPT (LAST NAME / COMPANY / FIRST NAME)
STREET NUMBER AND STREET NAME / CITY OR TOWN / STATE / ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed: # of Parcels OR [X] Part of a Parcel

(Only if Part of a Parcel) Check as they apply:
4A. Planning Board with Subdivision Authority Exists
4B. Subdivision Approval was Required for Transfer
4C. Parcel Approved for Subdivision with Map Provided

5. Deed Property Size: FRONT FEET x DEPTH OR 1340.9 ACRES

6. Seller Name: UNITED STATES OF AMERICA (LAST NAME / COMPANY) SECRETARY OF THE AIR FORCE (FIRST NAME)
Air Force Real Property Agency, Suite 2300, 1700 North Moore St., Arlington VA 22209-2802 (LAST NAME / COMPANY / FIRST NAME)

7. Check the box below which most accurately describes the use of the property at the time of sale

A [ ] One Family Residential
B [ ] 2 or 3 Family Residential
C [ ] Residential Vacant Land
D [X] Non-Residential Vacant Land
E [ ] Agricultural
F [ ] Commercial
G [ ] Apartment
H [ ] Entertainment / Amusement
I [ ] Community Service
J [ ] Industrial
K [ ] Public Service
L [ ] Forest

Check the boxes below as they apply:
8. Ownership Type is Condominium [ ]
9. New Construction on Vacant Land [ ]
10A. Property Located within an Agricultural District [ ]
10B. Buyer received a disclosure notice indicating that the property is in an Agricultural District [ ]

SALE INFORMATION

11. Sale Contract Date: 5 / 17 / 04 (Month / Day / Year)

12. Date of Sale / Transfer: 5 / 17 / 04 (Month / Day / Year)

13. Full Sale Price: 1,000

(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) *Please round to the nearest whole dollar amount.*

14. Indicate the value of personal property included in the sale: 0

15. Check one or more of these conditions as applicable to transfer:

A [ ] Sale Between Relatives or Former Relatives
B [ ] Sale Between Related Companies or Partners in Business
C [ ] One of the Buyers is also a Seller
D [1] Buyer or Seller is Government Agency or Lending Institution
E [1] Deed Type not Warranty or Bargain and Sale (Specify Below)
F [ ] Sale of Fractional or Less than Fee Interest (Specify Below)
G [ ] Significant Change in Property Between Taxable Status and Sale Dates
H [ ] Sale of Business is Included in Sale Price
I [ ] Other Unusual Factors Affecting Sale Price (Specify Below)
J [ ] None

Quit Claim Deed

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

16. Year of Assessment Roll from which information taken: 03

17. Total Assessed Value (of all parcels in transfer): 9,313,690,4

18. Property Class: 661

19. School District Name: Rome City School

20. Tax Map Identifier(s) / Roll Identifier(s) (If more than four, attach sheet with additional identifier(s))

243.000-1-1.1 (Portion of this)

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER

BUYER SIGNATURE: Joyce A Maffei DATE: 6/18/04

800 Park Avenue
STREET NUMBER / STREET NAME (AFTER SALE)

Utica NY 13501
CITY OR TOWN / STATE / ZIP CODE

SELLER

SELLER SIGNATURE: Albert R. Lawson DATE: June 9 2004

BUYER'S ATTORNEY

CALDWELL (LAST NAME) RANDAL (FIRST NAME)

(315) 798-5910
AREA CODE / TELEPHONE NUMBER

NEW YORK STATE COPY

TP-584.2 (10/96)

Recording Office Time Stamp

Real Estate Transfer Tax Return For Public Utility Companies' and Governmental Agencies' Easements and Licenses

This form may only be used by public utility companies regulated by the Public Service Commission and governmental agencies for the recording of easements and licenses where the consideration for the grant of such easement or license is $500.00 or less.

Name of grantee (public utility company or governmental agency): Oneida County

Federal employer identification number (if applicable): 15-6000460

Address of grantee: 800 Park Avenue Utica, NY 13501

Name and telephone number of person to contact: David Pendergast (315)793-6234

	Name(s) of Grantor Of Easement or License	Address of Property	Consideration Given For Easement or License
1.	United States of America through Secretary of Air Force	Portion of Griffiss AFB - Rome	$10.00
2.	United States of America through Secretary of Air Force	Portion of Griffiss AFB - Floyd	
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

If more than fifteen conveyances are to be recorded, attach a schedule of such other conveyances.

Signature of Grantee

I certify that the grantee is a public utility regulated by the Public Service Commission or is a governmental agency and the grantee of the easements and/or licenses above, that it is true to the best knowledge of the grantee that the granting of each such easement and/or license is exempt from Real Estate Transfer Tax imposed by Article 31 of the Tax Law by reason that each such conveyance is for a consideration of five hundred dollars or less and/or the conveyance is being made to a governmental agency.

Name of grantee

Signature of partner, officer of corporation, governmental official, etc.

Title

NEW YORK QUITCLAIM DEED

COPY

I. PARTIES

A. THIS DEED is made and entered into this 17th day of May, 2004, by and between THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), 49 U.S.C. §§ 47151-47153 and delegations and regulations promulgated under it (the "Grantor"), and the COUNTY OF ONEIDA, an instrumentality and public benefit corporation of the State of New York (the "Grantee").

B. DEFINITIONS

The following terms will have the meaning assigned to each in this Deed, unless the context specifies otherwise:

"Administrator" means the Administrator of the Federal Aviation Administration and his or her successors in office.

"Airport" means that part of the Property primarily used for air operations and related activities, including administration.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601-9675)

"FAA" means the Federal Aviation Administration of the United States Department of Transportation, and their respective successor entities.

"FFA" means the Federal Facility Agreement between USEPA and the Air Force regarding environmental cleanup at Air Force installations on the National Priority List.

"Grantor" and "United States" means Department of the Air Force and FAA, and any successor entity, and the Secretary of the Air Force and the Administrator, and any successor in office, and the assigns of The United States of America.

"Grantee" means the successors and assigns of the County of Oneida.

"IRP" means the environmental Installation Restoration Program of the Air Force.

"NYSDEC" means the New York State Department of Environmental Conservation.

2004-014061
06/10/2004 02:40PM
Page: 1 of 78
Richard D. Allen, Oneida County Clerk D

"USEPA" means the United States Environmental Protection Agency and its successor entity.

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, THAT in consideration of the sum of TEN DOLLARS ($10.00) and assumption by the Grantee of all the obligations contained in this Deed, and other good and valuable consideration, the Grantor quitclaims to the Grantee, whose post office address is 800 Park Avenue, Utica, New York 13501, all the land situated in the City of Rome, County of Oneida, and State of New York containing a total of approximately 1,340.994 acres, more or less, as described on **Exhibit A,** and depicted as Area A1A and Area A1A-1 on "Property Maps Showing Lands To Be Conveyed By Public Benefit Conveyance To The County of Oneida", City of Rome, Town of Floyd, County of Oneida, State of New York, (Drawings 300-1, 300-2 and T-1 (Traverse Tables)), prepared by Michael P. Waters, P.L.S. 050027, dated April 30, 2004, at **Exhibits B-1, B-2, and B-3** to this Deed.

III. APPURTENANCES

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

IV. EXCEPTIONS

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

V. RESERVATIONS

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

RESERVING UNTO THE GRANTOR, including the USEPA and the State of New York (the "State"), and its and their respective officials, agents, employees, contractors,

and subcontractors, access to the Property pursuant to CERCLA section 120(h)(3)(A)(iii), (including the right of access to, and use of, utilities at reasonable cost to the Grantor), for the following purposes, either on the Property or on adjoining lands, and for such other purposes consistent with the IRP of the Grantor or the FFA, if applicable:

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

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

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

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

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

VI. CONDITION

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

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

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

D. The Grantee covenants to comply with all applicable Federal, State and local laws relating to underground and other storage tanks, including the registration of the applicable storage tanks with the New York State Department of Environmental Conservation (NYSDEC) identifying the Grantee as the owner of such storage tanks.

VII. NOTICES AND COVENANTS RELATED TO SECTION 120(h)(3) OF THE CERCLA (42 U.S.C.§ 9620(h)(3)).

A. Pursuant to section 120(h)(3)(A)(i) of CERCLA, the following is notice of hazardous substances on the Property, and a description of remedial action taken by the Grantor concerning the Property.

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. A description of the remedial action(s) taken by the Grantor on the Property regarding hazardous substances is contained in **Exhibit C**.

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.

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 covenant(s) set forth below.

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

for public airport purposes, the Grantee covenants that it will not use, lease, sell, salvage, or dispose of the Property, or any part of it for other than industrial and non-residential commercial purposes. The "Property" as used in this subparagraph includes revenues or proceeds derived from it.

3. The Property shall be used and maintained for the use and benefit of the public on fair and reasonable terms, without unjust discrimination and without grant or exercise of any exclusive right for use of the Property within the meaning of the term "exclusive right" as used in subparagraph 5. In furtherance of this covenant (but without limiting its general applicability and effect) the Grantee specifically agrees that

3.1. it will keep the Airport available for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds, and classes of aeronautical uses, provided that the Grantee may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users that may be necessary for the safe and efficient operation; and provided, further, that the Grantee may prohibit or limit any given type, kind, or class of aeronautical use if such action is necessary for the safe operation to serve the civil aviation needs of the public.

3.2. in its operation and the operation of facilities on the Property, neither it nor any person or organization occupying facilities will discriminate against any person or class of persons by reason of race, color, creed, age, religion, sex, handicap, or national origin.

3.3. in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public, the Grantee will insert and enforce provisions requiring the contractor to furnish such service on a fair, equal, and not unjustly discriminatory basis to all users, and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

3.4. the Grantee will not exercise or grant any right or privilege that would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

3.5. in the event the Grantee exercises any of the rights and privileges referred to in subparagraph 3.3 above, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Grantee under the provisions of subparagraph 3.3.

4. The Grantee covenants not to grant or permit any exclusive right for the use of the airport that is forbidden by 49 U.S.C. § 40103(e), by any person or persons to the exclusion of others in the same class, and the Grantee will otherwise comply with all applicable laws.

4.1. In furtherance of this covenant (but without limiting its general applicability and effect), the Grantee specifically agrees that, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right to conduct any aeronautical activity on the Airport , including, but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which, because of their direct relationship to the operation of aircraft, can be regarded as an aeronautical activity.

4.2. The Grantee further agrees that it will terminate as soon as possible, and no later than the earliest applicable renewal, cancellation, or expiration date, any exclusive right existing at any other airport owned or controlled by the Grantee, or hereafter acquired, and that, thereafter, no such right shall be granted. However, nothing contained in this subparagraph 4 shall be construed to prohibit the granting or exercise of, or exclusive right for, the furnishing of non-aviation products and supplies or any services of a non-aeronautical nature, or to obligate the Grantee to furnish any particular non-aeronautical service.

5. The Grantee shall insofar as it is within its powers and to the extent reasonable, adequately clear and protect the aerial approach to the Airport by removing, lowering, relocating, marking, lighting, or otherwise mitigating existing hazards and by preventing the establishment or creation of future hazards.

5.1. The Grantee will, either by the acquisition and retention of easements or other interests in or rights for the use of land and airspace, or by the adoption and enforcement of zoning regulations, or by any other reasonable means, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport that would constitute an obstruction to air navigation according to the criteria or standards prescribed in 14 C.F.R. p. 77 and, as applicable, according to the currently approved Airport Layout Plan.

5.2. The Grantee will not erect, or permit the erection of any permanent structure or facility that would interfere materially with the use, operation, or future development of the Property, in any portion of a runway approach area in which the Grantee has control over, or has acquired, or hereafter acquires, property interests permitting the Grantee to control the use made of the surface of the land.

5.3. Insofar as is within its power and to the extent reasonable, the Grantee will either, by the acquisition and retention of easements or other interests in or rights for the use of land or airspace, or by the adoption and enforcement of zoning regulations or by any other reasonable means, take action to restrict the use of the land adjacent to or in the immediate vicinity of the Property to activities and purposes compatible with normal airport operations, including landings and takeoffs.

6. The Grantee will operate and maintain in a safe and serviceable condition, as deemed reasonably necessary by the Administrator, the airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the Airport other than facilities owned or controlled by the United States. The Grantee will not permit any activity that would interfere with its use of the Property for public airport purposes. Nothing contained in this Deed, however, shall be construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance, repair, restoration or replacement of any structure or facility that is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Grantee.

7. The Grantee will make available all facilities of the airport and all those usable for the landing and taking off of aircraft of the United States at all times, without charge, for use by Government aircraft in common with other aircraft except that if the use by Government aircraft in common with other aircraft is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged.

Unless otherwise determined by the FAA, or otherwise agreed to by the Grantee and the United States, substantial use of the Airport by Government aircraft will be considered to exist

(a) when the operations of such aircraft exceed those that, in the opinion of the FAA, would unduly interfere with use of the landing area by other authorized aircraft, or

(b) during any calendar month that

(i) either five (5) or more Government aircraft are regularly based at the Airport , or

(ii) the total number of movements (counting each landing as a movement and each take-off as a movement) of Government aircraft of any agency of the United States is 300 or more, or

(iii) the gross accumulative weight of Government aircraft using the Airport (the total improvements of such Government aircraft multiplied by the gross certified weights of such Government aircraft) exceeds five million pounds.

8. During any national emergency declared by the President of the United States of America or by the Congress, including any existing national emergency, the United States shall have the right to make exclusive or nonexclusive use, and have exclusive or nonexclusive control and possession without charge, of the Airport, or of such portion as it may desire. In such event, however, the United States shall be responsible for the entire cost of maintaining such part of the Airport as it may use exclusively, or over

which it may have exclusive possession or control, during the period of such use, possession, and control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance that may use nonexclusively, or over which it may have nonexclusive control and possession. Further, the United States shall pay a fair rent for its use, control, or possession, exclusively or nonexclusively, of any improvement to the Airport made without United States aid and never owned by the United States.

9. Except for environmental clauses contained in this Deed, the Grantee does hereby release the Government from any and all liability the Government may be under for restoration or other damages under any lease or other agreement covering the use by the United States of any airport, or any part thereof, owned, controlled, or operated by the Grantee, upon which, adjacent to which, or in connection with which, such real estate was located or used.

10. The Grantee will make available, without cost, to the United States for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor, that the Administrator considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available within four months after receipt of a written request from the Administrator.

11. The Grantee will

(a) deliver to the FAA annual or special airport financial and operational reports that may be reasonably requested, using either forms given by the FAA, or in such manner as it elects, so long as the essential data are reported; and

(b) upon reasonable request of the FAA, make available for inspection by any duly authorized representative of the FAA, the Property and all airport records and documents affecting the Property, including deeds, leases, operation and use agreements, regulations, and other instruments, and will deliver to the FAA a true copy of any such document that may be reasonably requested.

12. The Grantee will not enter into any transaction that would operate to deprive it of any of the rights and powers necessary to perform or comply with any or all of the covenants terms, restrictions, reservations and conditions set forth in this Deed unless, by such transaction, the obligation to perform or comply with all such covenants and conditions is assumed by another public agency found by the FAA to be eligible as a public agency as defined in 49 U.S.C. § 47102 (15), to assume such obligation and have the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the Property by any agency or person other than the Grantee, it will reserve sufficient rights and authority to ensure that the Property will be operated and maintained in accordance with these terms,

covenants, restrictions, reservations, and conditions, any applicable Federal statute, and the Federal Aviation Regulations.

13. The Grantee maintains at the Property and will keep up to date at all times an Airport Layout Plan on which is depicted, as a minimum:

(a) the boundaries of the Property and all proposed additions, together with the boundaries of all off-site areas owned or controlled by the Grantee for public airport purposes and proposed additions

(b) the location and nature of all existing and proposed facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing facilities; and

(c) the location of all existing and proposed non-aviation areas and of all existing improvements and their uses made.

The Airport Layout Plan and each amendment, revision, or modification, shall be subject to the approval of the FAA, which approval shall be evidenced by the signature of a duly authorized representative of the FAA on the face of the Airport Layout Map. The Grantee will not make or permit the making of any changes or alterations in the Property other than in conformity with the Airport Layout Plan as approved by the FAA, if such changes or alterations might in the opinion of the FAA, adversely affect the safety, utility, or efficiency of the Property.

14. If at any time it is determined by the FAA that there is any outstanding right, or claim of right, in or to the Property, the existence of which creates an undue risk of interference with the operation of the Property or the performance of compliance with covenants and conditions set forth in this Deed, the Grantee will acquire, extinguish, or modify such right or claim of right in a manner acceptable to the FAA.

15. The operation of the Airport shall be subject to such regulations as may be prescribed by the FAA from time to time, and the Grantee shall comply with all pertinent laws, ordinances, rules, orders, guidelines or other applicable regulations and shall hold the United States harmless from any and all liabilities or penalties that may be imposed by reason of any asserted violation by the Grantee. The Grantor may agree in writing, after obtaining the concurrence of the FAA, to waive, eliminate, or reduce the obligations contained in this Deed.

16. In the event that any of the terms, conditions, reservations, or restrictions in this Section VIII.A. are not met, observed, or complied with by the Grantee, whether caused by the legal inability of the Grantee to perform any of the obligations in this Section VIII.A., or otherwise, then all right, title, and interest, in and to the Property, or any portion thereof, shall, at the option of the Grantor, by and through the FAA, revert to the Grantor in its then existing condition sixty (60) days following the date upon which demand to this effect is made in writing by the Administrator, unless within such sixty (60) days, such default or violation shall have been cured and all such terms,

conditions, reservations and restrictions shall have been met, observed, or complied with. However, if within sixty (60) days, the Grantee shall have commenced, and continuously pursued, the actions necessary to bring the Grantee into compliance with all such terms, conditions, covenants, reservations and restrictions in this Section VIII.A. of this Deed in accordance with a compliance schedule approved by FAA, such reversion shall not occur, and right, title, or interest, except such, if any, as shall have previously terminated or reverted, shall remain vested in the Grantee. This option of reversion shall be a continuing one, and may be exercised by the United States any time the FAA determines that the terms, covenants, conditions, reservations, or restrictions are not met, observed or complied with by the Grantee. Any reversion will be subject to leases of record unless that lease is a cause for non-compliance with the terms of this Section VIII.A.

17. The Grantee covenants and agrees that

17.1. The program for, or in connection with, which this Deed is made will be conducted in compliance with all requirements imposed by the regulations of the U.S. Department of Transportation, the FAA, and 49 CFR p. 21, and any subsequent amendments, issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended;

17.2. This covenant shall be subject in all respects to the provision of such regulations;

17.3. The Grantee will promptly take and continue to take such action that may be necessary to effectuate this covenant;

17.4. The United States, acting by and through the FAA, shall have the right to seek judicial enforcement of this covenant;

17.5. The Grantee will (a) obtain from any person (including any legal entity) who, through contractual or other arrangements with the Grantee, is authorized to provide services or benefits under such program, a written agreement pursuant to which such other person shall, with respect to the services or benefits that he/she is authorized to provide, undertake for himself/herself the same obligations as those imposed upon the Grantee by this covenant, and (b) deliver the original of such agreement to the FAA;

17.6. This covenant shall, in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of, the United States and enforceable by the United States, acting by and through the FAA, against the Grantee.

18. All local taxes on aviation fuel generated at the Airport (except taxes in effect on December 30, 1987,) and all the revenues generated by the Property, shall be used exclusively for the capital or operating costs of the Airport; the local airport system, or any other local facility that is owned or operated by the Grantee and that is directly and substantially related to the air transportation of passengers or property.

However, the limitations on the use of revenue shall not apply if a provision enacted not later than September 2, 1982, in a law controlling financing by the Grantee, or a covenant or assurance in a debt obligation issued not later than September 2, 1982, by the Grantee, provides that the revenues, including local taxes on aviation fuel at the Airport, from any of the facilities of the Grantee, including the Airport, be used to support not only the Airport but also the general debt obligations or other facilities of the Grantee. The limitation, however, shall not be construed to prevent the use of a state tax on aviation fuel to support a state aviation program, or the use of revenue from on or off the Property for a noise mitigation program.

19. If the construction as covenants of any of the reservations and restrictions recited in this Section VIII.A. of this Deed as covenants, or the application of the same as covenants, in any particular instance is held invalid, then the particular reservations or restrictions in question shall be construed instead as conditions upon the breach of which the United States, acting by and through the FAA, may, exercise its option to cause the right, title, and interest of the Grantee in the Property, or any portion of it, to revert to the United States. The application of such reservations or restrictions as covenants in any other instance, and the construction of the remainder of such reservations and restrictions as covenants, shall not be affected by any such construction.

20. The failure of the United States to insist in any one or more instances upon complete performance of any of the terms, covenants, conditions, reservations, or restrictions in this Section VIII.A. of this Deed shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, conditions, reservations, or restrictions, and the obligations of the Grantee, with respect to such future performance shall continue in full force and effect.

B. Asbestos-Containing Materials ("ACM"). The Grantee is warned that the Property contains current and former improvements, such as buildings, facilities, equipment and pipelines, above and below the ground, that contain ACM. The Grantee covenants and agrees that in its use and occupancy of the Property, it will monitor the condition of existing ACM and comply with all applicable Federal, State, and local laws relating to asbestos. The Grantee covenants to remove or remediate any ACM that becomes damaged or deteriorated. 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. herein. 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.

C. Wetlands. The Property contains wetlands 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. The Grantee further covenants and agrees that any development of any portion of the Property containing wetlands will be subject to Section 404 of the Clean Water Act of 1977 as amended, and any State of New York provisions. For purposes of this provision, development includes new structures, facilities, draining, dredging, channelizing, filling, diking, impounding, and related activities.

The location and extent of the wetlands within the parcel are identified in **Exhibits E-1 and E-2.** The Grantee agrees to be responsible for coordinating any work within the wetlands area with the NYSDEC, Division of Environmental Permits. There is also a State-listed threatened species, the whorled mountain-mint, found in the "special interest" wetlands area, identified as (RO-44), located along the eastern and southern sections of the southern end of the runway. The Grantee agrees to coordinate any work within these special interest areas with the NYSDEC, Division of Environmental Permits.

D. FFA. The Grantee acknowledges that the Property is subject to the terms and conditions of the FFA dated August 21, 1990, attached hereto as **Exhibit F**, and all amendments and supplements, and the Grantee agrees that, until the FFA is terminated in accordance with its Section XXXIV, the FFA shall be binding on the Grantee. Further, the Grantee recognizes that activities under the FFA must not be impeded or impaired, and it agrees that should any conflict between the terms of the FFA and the provisions of this Deed arise, the terms of the FFA will take precedence.

1. The Grantee shall comply with the provisions of any health or safety plan in effect under the FFA or the IRP during the course of any response or corrective actions undertaken on the Property.

2. The Grantor assumes no liability to the Grantee should implementation of the FFA interfere with the use of the Property, and the Grantee shall have no claim on account of any such interference against the Grantor or any officer, agent, employee or contractor, of it.

E. 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.

F. 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.

G. 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.

IX. HISTORIC PRESERVATION

A. The Grantee hereby covenants to and with the New York State Historic Preservation Office (NYSHPO), notwithstanding that the NYSHPO is not a party to this Deed, to preserve and maintain Building 150 and Panamerican Consultants, Inc. (PCI) archaeological sites #1, # 16A, #18/19 and # 24 ("historic property") on the Property as more particularly identified on Exhibit E–1 and E-2. Building 150 and the PCI archaeological sites #1, #16A, #18/19 and #24 have been determined eligible for recordation as historic sites in the National Register of Historic Places. This covenant shall be a binding servitude upon Building 150 and PCI archaeological sites #1, #16A, #18/19 and # 24, unless or until, this covenant is removed, in whole or in part, in writing by the NYSHPO.

1. The Grantee agrees to not conduct any construction, alteration, excavation, demolition, ground-disturbing activities, or other actions that would affect the integrity or appearance of Building 150 and PCI archaeological sites #1, #16A, #18/19, and #24 without the prior written permission of the NYSHPO.

2. The Grantee further agrees to take appropriate action to protect the historic property from the elements, vandalism, or arson.

X. NOTICE ONLY TO COUNTY OF ONEIDA

A. 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 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 24 C.F.R. Part 35 Subpart H and 40 C.F.R. Part 745 Subpart F disclosure and lead warning language in the Title X Lead-Based Paint Disclosure Statement in the contract of sale.

B. The Grantee acknowledges that the Grantor assumes no liability for damages for personal injury, illness, disability, or death, to the Grantee, its successors or assigns, 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 lead-based paint on the Property, whether the Grantee has properly warned, or failed to properly warn, the person(s) injured.

C. The Grantee agrees not to construct, alter, or modify (to include paint stripping or sanding) any building, facility or improvement without prior testing of the paint. The Grantee agrees to be responsible for ensuring that any LBP is maintained in good condition and for managing all LBP and potential LBP on the Property in compliance with all applicable Federal, State and local laws and regulations. The Grantee further 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.

XI. MISCELLANEOUS

A. Each covenant of this Deed 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.

XI. LIST OF EXHIBITS

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

Exhibit A -	Property Description
Exhibit B-1	Property Map (Drawing 300-1)
Exhibit B-2	Property Map (Drawing 300-2)
Exhibit B-3	Traverse Tables (Drawing T-1)
Exhibit C -	Notice of Hazardous Substances Stored/Released/Disposed of
Exhibit D -	Reserved
Exhibit E-1	Environmental Airfield Deed / Lease (North) Map
Exhibit E-2	Environmental Airfield Deed/ Lease (South) Map
Exhibit F	Federal Facilities Agreement

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

THE UNITED STATES OF AMERICA

By: _____
ALBERT F. LOWAS, JR.
Director
Air Force Real Property Agency

Witness:

_____

COMMONWEALTH OF VIRGINIA):
) SS.
COUNTY OF ARLINGTON):

On the 17th day of May, in the year 2004, before me personally came Albert F. Lowas, Jr., to me known, who, being by me duly sworn, did depose and say that he resides at 1700 North Moore Street, in the city of Arlington, county of Arlington, State of Virginia; that he is the Director duly appointed of the Air Force Real Property Agency described in and which executed the above instrument, and that he signed his name thereto by authority of the Secretary of the Air Force.

_____
Notary Public, Commonwealth of Virginia

My commission expires on My Commission Expires April 30, 2007

ACCEPTANCE

The Grantee acknowledges delivery of this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE: 6/14/, 2004

COUNTY OF ONEIDA

By: _____
JOSEPH A. GRIFFO
County Executive

Attest:

Linda M. H. Dillon, Special Asst. County Attorney
6/14/04 LINDA M. H. DILLON

EXHIBIT "A"

EXHIBIT A

DESCRIPTION OF LANDS TO BE CONVEYED TO THE COUNTY OF ONEIDA PARCEL AIA (AIRFIELD), FORMER GRIFFISS AIR FORCE BASE

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, and Town of Floyd, County of Oneida and State of New York; shown as Parcel A1A on the maps entitled "Property Map Showing Lands To Be Conveyed By Public Benefit Conveyance to The County of Oneida, City of Rome, Town of Floyd, County of Oneida, State of New York"; made by Michael P. Waters, P.L.S. No. 50027, dated April 30, 2004, which said tract, piece or parcel being more particularly bounded and described as follows:

'Parcel A1A'

Beginning at a capped iron rod found stamped AFRL-31 located at the intersection of the division line between the herein described parcel on the east and the lands designated as ARFL Rome Research Site Parcel Number 4 on the west with the proposed northerly street boundary of Hangar Road;

thence North 01° 38' 04" West along said division line 343.74 feet to its intersection with the division line between the herein described parcel on the north and the aforementioned lands designated as AFRL Rome Research Site Parcel Number 4 on the south;

thence South 88° 23' 45" West along the last mentioned division line 123.35 feet to its intersection with the division line between the herein described parcel on the east and the lands leased to Oneida County Industrial Development Agency (OCIDA) on the west;

thence North 01° 41' 52" West along the last mentioned division line 580.00 feet to its intersection with the division line between the herein described parcel on the north and the aforementioned lands leased to (OCIDA) on the south;

thence South 88° 23' 45" West along the last mentioned division line and continuing along the division line between the herein described parcel on the north and the lands of OCIDA (reputed owner) on the south 1,964.43 feet to its intersection with the division line between the herein described parcel on the west and the aforementioned lands OCIDA (reputed owner) on the east;

thence South 01° 38' 06" East along the last mentioned division line 513.59 feet to its intersection with the division line between the herein described parcel on the north and the aforementioned lands of OCIDA (reputed owner) on the south;

thence South 88° 09' 03" West along the last mentioned division line 865.79 feet to its intersection with the division line between the herein described parcel on the east and the aforementioned lands OCIDA (reputed owner) on the west;

thence North 01° 18' 51" West along the last mentioned division line 32.57 feet to its intersection with the division line between the herein described parcel on the north and the lands of aforementioned lands OCIDA (reputed owner) on the south;

thence North 46° 41' 52" West along the last mentioned division line 912.96 feet to its intersection with the division line between the herein described parcel on the east and the lands of The County of Oneida (reputed owner) on the west;

thence North 40° 56' 03" East along the last mentioned division line 1,713.79 feet to its intersection with the division line between the herein described parcel on the north and the aforementioned lands of The County of Oneida (reputed owner) on the south;

thence North 79° 29' 56" West along the last mentioned division line 1,165.47 feet to its intersection with the division line between the herein described parcel on the east and the aforementioned lands of The County of Oneida (reputed owner) on the west;

thence North 07° 28' 57" West along the last mentioned division line 576.67 feet to its intersection with the division line between the herein described parcel on the east and the lands of OCIDA (reputed owner) on the west;

thence along the last mentioned division line the following three (3) courses and distances;

1. North 43° 19' 52" East, 332.82 feet to a point;
2. North 17° 27' 44" East, 148.76 feet to a point;
3. North 45° 51' 22" East, 319.22 feet to its intersection with the division line between the herein described parcel on the northeast and the aforementioned lands of OCIDA (reputed owner) on the southwest;

thence along the last mentioned division line the following two (2) courses and distances;

1. North 46° 45' 01" West, 936.26 feet to a point;
2. North 11° 31'25" West, 848.72 feet to its intersection with the division line between the herein described parcel on the north and the lands of OCIDA (reputed owner) on the south;

thence South 86° 42' 21" West along the last mentioned division line 1,282.84 feet to its intersection with the existing centerline of Bell Road;

thence North 04° 50' 17" West along said Bell road centerline 624.78 feet to its intersection with the centerline of Wright Settlement Road extended;

thence North 85° 09' 41" East along said extended Wright Settlement Road centerline 28.54 to its intersection with the division line between the herein described parcel on the east and the lands of OCIDA (reputed owner) on the west;

thence along the last mentioned division line the following two (2) courses and distances;

1. North 18° 02' 54" East, 362.02 to a point of curvature;

2. northerly along a curve to the left having a radius of 458.43 feet, a chord length of 250.51 feet, a chord direction of North 01° 04' 24" East to its intersection with the division line between the herein described parcel on the north and the aforementioned lands of OCIDA (reputed owner) on the south;

thence North 66° 05' 14" West along the last mentioned division line 1,123.65 feet to its intersection with the center line of Pennystreet Road;

thence South 00° 52' 13" East along said Pennystreet Road Centerline 19.03 feet to its intersection with the division line between the herein described parcel on the north and the lands of Hubert L. Jones and Agnes N. Jones (reputed owner) on the south;

thence along the last mentioned division line the following five (5) courses and distances;

1. North 51° 54' 31" West, 31.83 feet to and iron pipe found;
2. North 51° 54' 31" West, 338.67 feet to an iron pipe found;
3. North 63° 54' 31" West, 119.30 feet to an iron pipe found;
4. North 87° 54'30" West, 119.30 feet to an iron pipe found;
5. South 80° 05' 30" west, 286± feet to the east bank of the Mohawk River;

thence North 04° 37' 48" West along said east bank of the Mohawk River 72± feet to its intersection with the division line between the herein described parcel on the south and the lands of Kenneth Murphy and Barbara Murphy (reputed owner) on the north;

thence along the last mentioned division line the following two (2) courses and distances;

1. North 80° 05' 31' east, 152± feet to a point;
2. North 86° 28' 49" East, 363.00 feet to its intersection with the division line between the herein described parcel on the south and the lands of Hubert L. Jones and Agnes N. Jones (reputed owner) on the north;

thence South 51° 58' 16" East along the last mentioned division line 370.03 feet to its intersection with the aforementioned centerline of Pennystreet Road;

thence North 00° 52' 06' West along said centerline of Pennystreet Road 534.01 feet to its intersection with the division line between the herein described parcel on the north an

the aforementioned lands of Kenneth Murphy and Barbara Murphy (reputed owner) on the south;

thence North 46° 44' 24" West along the last mentioned division line 1,010.51 feet to a concrete monument found, located at its intersection of the division line between the herein described parcel on the northeast and the aforementioned lands of Murphy (reputed owner) on the southwest, passing through a concrete monument 33.52 feet from said Pennystreet Road centerline;

thence North 43° 24' 49" East along the last mentioned division line 763.97 feet to its intersection with the division line between the herein described parcel on the north and the aforementioned lands of Murphy (reputed owner) on the south;

thence South 83° 30' 05" West along the last mentioned division line 678.36 feet to its intersection with the division line between the herein described parcel on the east and the lands of Edward Hert and Leah M. Hert (reputed owner) on the west;

thence North 07° 03' 32" West along the last mentioned division line 1,030.92 feet to its intersection with the division line between the herein described parcel on the south and the lands of City of Rome (reputed owner) on the north;

thence North 82° 57' 28" East along the last mentioned division line and continuing along the division line between the herein described parcel on the south and the lands of Lawrence T. Corr and John J. Corr (reputed owners) on the north 1,820.00 feet to a concrete monument found at its intersection with the division line between the aforementioned lands of Corr (reputed owners) on the west and the lands of Everett C. Hicks (reputed owner) on the east;

thence North 82° 35' 35" East along the division line between the herein described parcel on the south and the aforementioned lands of Hicks (reputed owner) on the north 89.19 feet to a concrete monument found located at its intersection with the division line between the herein described parcel on the southeast and the aforementioned lands of Hicks (reputed owner) on the northwest;

thence North 42° 36' 54" East along the last mentioned division line 622.68 feet to a concrete monument found at its intersection with the division line between the herein described parcel on the south and the lands of Martin T. Bunal and Stephanie Bunal (reputed owner) on the north;

thence S46° 44' 22" East along the last mentioned division line and continuing along the division line between the herein described parcel on the south and the lands of H. L. Jones and A. N. Jones (reputed owner) on the north & through the lands of The United States of America (reputed owner) 2,081.52 feet to a point;

thence North 89° 01' 58" east continuing through the lands of The United States of America (reputed owner) 1,863.42 feet to the centerline of Cemetery Road;

thence along said Cemetery Road centerline and continuing along the centerline of Wright Settlement Road the following five (5) courses and distances;

1. South 10° 27' 30" east, 146.75 feet to a point;
2. South 11° 25' 04" East, 544.85 feet to a point;
3. South 00° 17' 14" East, 299.95 feet to a point;
4. South 00° 12' 32" East, 93.81 feet to a point;
5. South 00° 51' 52" East, 200.59 feet to its intersection with the division line between the herein described parcel on the north and the lands designated as Air National Guard (NEADS) on the south;

thence North 53° 31' 32" West along the last mentioned division line 755.13 feet to its intersection with the division line between the herein described parcel on the east and the aforementioned lands designated as NEADS on the west;

thence North 09° 15' 59" West along the last mentioned division line 637.76 feet to its intersection with the division line between the herein described parcel on the north and the aforementioned lands designated as NEADS on the south;

thence North 85° 21' 53" West along the last mentioned division line 427.64 feet to its intersection with the division line between the herein described parcel on the west and the aforementioned lands designated as NEADS on the east;

thence South 02° 29' 30" West along the last mentioned division line 758.15 feet to its intersection with the division line between the herein described parcel on the north and the aforementioned lands designated as NEADS on the south;

thence North 76° 21' 44" West along the last mentioned division line 542.89 feet to its intersection with the westerly side of Perimeter Road;

thence South 41° 16' 30" East along said westerly side of Perimeter Road 205.16 feet to its intersection with the division line between the herein described parcel on the south and the aforementioned lands designated as NEADS on the north;

thence South 76° 21' 44" East along the last mentioned division line 398.25 feet to its intersection with the division line between the herein described parcel on the west and the aforementioned lands designated as NEADS on the east;

thence South 02° 29' 30" West along the last mentioned division line 330.94 feet to its intersection with the to its intersection with the westerly side of Perimeter Road;

thence South 41° 16' 31" East along said westerly side of Perimeter Road 98.18 feet to its intersection with the division line between the herein described parcel on the south and the aforementioned lands designated as NEADS on the north;

thence South 83° 00' 00" East along the last mentioned division line 1,132.32 feet to its intersection with the aforementioned centerline of Wright Settlement Road;

thence South 00° 19' 42" East along said centerline of Wright Settlement Road 171.37 feet to its intersection with the division line between the herein described parcel on the south and the lands of David H. Wright (reputed owner) on the north;

thence South 84° 06' 54" East along said division line 520.60 feet to a point;

thence through the lands of The United States of America (reputed owner) the following nineteen (19) courses and distances;

1. South 07° 54' 24" East, 138.12 feet to a point;
2. South 12° 31' 46" East, 360.85 feet to a point;
3. South 26° 32' 40" East, 146.23 feet to a point;
4. South 29° 46' 10" East, 205.65 feet to a point;
5. South 18° 21' 46" East, 872.96 feet to a point;
6. South 02° 38' 57" East, 250.48 feet to a point;
7. South 45° 43' 27" East, 912.79 feet to a point;
8. South 58° 37' 17" East, 284.31 feet to a point;
9. South 51° 56' 28" East, 89.36 feet to a point;
10. South 49° 47' 6 East, 267.65 feet to a point;
11. South 46° 12' 03" East, 274.44 feet to a point;
12. South 46° 00' 02" East, 1,907.12 feet to a point;
13. South 48° 03' 37" East, 333.54 feet to a point;
14. South 53° 21' 58" East, 376.05 feet to a point;
15. South 53° 22' 01" East, 40.08 feet to a point;
16. South 53° 35' 07" East, 256.67 feet to a point;
17. South 53° 06' 31" East, 607.77 feet to a point;
18. South 47° 48' 33" East, 201.31 feet to a point;
19. South 49° 12' 39" East, 367.53 feet to its intersection with the division line between the herein described parcel on the southwest and the lands of Joseph Wallace and Carol Wallace (reputed owner) on the northeast;

thence South 48° 39' 41" East along the last mentioned division line 700.99 feet to its intersection with the division line between the herein described parcel on the south and the aforementioned lands of Wallace (reputed owner) on the north;

thence South 78° 56' 32" East along the last mentioned division line and continuing along the division line between the herein described parcel on the south and the lands of Maolcolm J. Cole and Jacqueline Cole (reputed owner) and the lands of Maria Giordano

(reputed owner) on the north 2,775.94 feet to its intersection with the division line between the herein described parcel on the west and the lands of Mark Rickmeyer (reputed owner) on the east;

thence South 41° 00' 38" West along the last mentioned division line 1,229.21 feet to a concrete monument found, located at its intersection with the division line between the herein described parcel on the south and the aforementioned lands of Rickmeyer (reputed owner) on the north;

thence South 46° 44' 29" East along the last mentioned division line 392.07 feet to a concrete monument found, located at its intersection with the division line between the herein described parcel on the south and the aforementioned lands of Rickmeyer (reputed owner) on the north;

thence South 79° 42' 48" East along the last mentioned division line 147.96 feet to a concrete monument found, located at its intersection with the division line between the herein described parcel on the west and the lands of Carl Roser and Joyce Roser (reputed owner) on the east;

thence South 03° 44' 26" West along the last mentioned division line 102.28 feet to a concrete monument found, located at its intersection with the division line between the herein described parcel on the south and the aforementioned lands of Roser (reputed owner) on the north;

thence South 46° 44' 24" East along the last mentioned division line and continuing along the division line between the herein described parcel on the south and the lands of David G. Sexton (reputed owner) and Anna Lewicki (reputed owner) 1,502.54 to a concrete monument found, located at its intersection with the division line between the herein described parcel on the west and the aforementioned lands of Lewicki (reputed owner) on the east;

thence South 43° 15' 36" West along the last mentioned division line and continuing along the division line between the herein described parcel on the west and the lands of Jarene Lawson (reputed owner) 1,462.31 feet to its intersection with the division line between the herein described parcel on the south and the aforementioned lands of Lawson (reputed owner) on the north;

thence South 46° 44' 25" East along the last mentioned division line 124.80 feet to its intersection with the division line between the herein described parcel on the west and the aforementioned lands of Lawsom (reputed owner) on the east;

thence South 43° 33' 31" West along the last mentioned division line 75.00 feet to its intersection with the division line between the herein described parcel on the north and the aforementioned lands of Lawson (reputed owner) on the south;

thence North 46° 44' 25" West along the last mentioned division line 125.20 feet to its intersection with the division line between the herein described parcel on the west and the aforementioned lands of Lawson (reputed owner) on the east;

thence South 43° 33' 31" West along the last mentioned division line 347.12 feet to a concrete monument located at its intersection with the division line between the herein described parcel on the southwest and the aforementioned lands of Lawson (reputed owner) on the northeast;

thence South 29° 13' 51" East along the last mentioned division line 752.92 feet to a its intersection with the division line between the herein described parcel on the west and the lands of William A. Hulburt, Jr. (reputed owner) on the east;

thence South 40° 44' 39" West along the last mentioned division line and continuing along the division line between the herein described parcel on west and the lands of Gary Harvey and Kathy A. Harvey (reputed owner) 2,992.29 feet to an iron pipe found located at its intersection with the division line between the herein described parcel on the north and the lands of Anna Mae. Parsons Trust (reputed owner) on the south;

thence North 78° 01' 05" West along the last mentioned division line 82.72 feet to its intersection with the division line between the herein described parcel on the northwest and the aforementioned lands of Parsons Trust (reputed owner) on the southeast;

thence South 45° 01' 16" West along the last mentioned division line 300.00 feet to a point;

thence North 44° 50' 05" West through the lands of The United States of America (reputed owner) 225.41 feet to its intersection wit the division line between the herein described parcel on the southeast and the lands of OCIDA (reputed owner) on the northwest;

thence North 43° 30' 48" East along the last mentioned division line 2,761.58 feet to its intersection with the division line between the herein described parcel on the north and the aforementioned lands of OCIDA (reputed owner) on the south;

thence along the last mentioned division line the following three (3) courses and distances;

1. North 39° 01' 57" West, 301.98 feet to a point;
2. North 30° 12' 33" West, 1,116.33 feet to a point;
3. North 46° 36' 00" West, 709.71 feet to its intersection with the division line between the herein described parcel on the northwest and the aforementioned lands of OCIDA (reputed owner) on the southeast;

thence South 43° 28' 57" West along the last mentioned division line 689.72 feet to a point;

thence through the lands of The United States of America (reputed owner) the following twenty-four (24) courses and distances;

1. North 46° 31' 44" West, 320.54 feet to a point;
2. South 43° 28' 17" West, 172.79 feet to a point;
3. North 46° 31' 44" West, 745.34 feet to a point;
4. North 43° 28' 17" East, 171.77 feet to a point;
5. North 46° 31' 44" West, 413.63 feet to a point;
6. North 43° 28' 17" East, 233.55 feet to a point;
7. North 21° 19' 27" West, 337.61 feet to a point;
8. North 46° 58' 40" West, 205.04 feet to a point;
9. South 43° 01' 20" West, 160.24 feet to a point;
10. North 14° 41' 37" West, 80.33 feet to a point of curvature;
11. Westerly along a curve to the left having a radius of 70.08 feet, a chord length of 98.59 feet, a chord direction of North 57° 54' 44" West to a point of tangency;
12. South 43° 01' 19" West, 395.11 feet to a point;
13. North 46° 42' 41" West, 267.29 feet to a point;
14. North 43° 17' 19" East, 238.81 feet to a point;
15. North 46° 42' 41" West, 412.36 feet to a point;
16. South 43° 17' 19" West, 238.81 feet to a point;
17. North 46° 42' 41" West, 609.97 feet to a point;
18. North 49° 12' 22" West, 772.93 feet to a point of curvature;
19. westerly along a curve to the left having a radius of 902.04 feet, a chord length of 696.11 feet, a chord direction of North 68° 57' 31" West to a point of tangency;
20. South 88° 03' 17" West, 84.08 feet to a point;
21. North 02° 41' 00" West, 203.98 feet to a point;
22. South 88° 14' 20" West, 268.23 feet to a point;
23. South 02° 41' 00" East, 135.84 feet to a point;
24. South 88° 21' 56" West, 590.52 feet to the place of beginning, being 65,640,969.7± square feet or 1,506.909 acres, more or less.

EXCEPTING and reserving from said Parcel A1A the following Parcel

Exception No. 1 AFRL Rome Research Site

Beginning at the intersection of the division line between the herein described parcel on the north and the lands designated as AFRL Rome Research Site on the south located at a capped iron rod found stamped "AFRL-52" on the easterly side of Perimeter Road;

thence North 44° 43' 10" East along the last mentioned division line 250.00 feet to a capped iron rod stamped found "AFRL-49" located its intersection with the division line

between the herein described parcel on the east and the aforementioned lands designated as AFRL Rome Research Site on the west;

thence South 44° 48' 14" East along the last mentioned division line 300.00 feet to a capped iron rod found stamped "AFRL-50" located its intersection with the division line between the herein described parcel on the southeast and the aforementioned lands designated as AFRL Rome Research Site on the northwest;

thence South 44° 43' 10" West along the last mentioned division line 250.00 feet to a capped iron rod stamped found "AFRL-51" located its intersection with the aforementioned easterly side of Perimeter Road;

thence North 44° 48' 14" East along said easterly side of Perimeter Road 300.00 feet to the place of beginning, being 75,010.3± square feet or 1.722 acres, more or less.

ALSO EXCEPTING and reserving from said Parcel A1A the following six (6) Parcels
Designated as 'Lease in Furtherance of Conveyance (LIFC)'

LIFC Parcel No. A2

Beginning at a point in Parcel A1A described above; said point being North 35° 59' 44" East 2,504.66 feet from a capped iron rod found stamped "AFRL-43" located on the northerly side of Bomber Drive;;

thence through Parcel A1A described above the following twenty (20) courses and distances;

1. North 43° 01' 19" East, 106.85 feet to a point;
2. South 46° 58' 41" East, 1,400.67 feet to a point;
3. South 82° 31' 58" East, 409.46 feet to a point;
4. South 67° 13' 31" East, 479.24 feet to a point;
5. South 66° 48' 09" East, 128.43 feet to a point;
6. South 51° 23' 40" East, 122.35 feet to a point;
7. South 17° 58' 03" East, 78.00 feet to a point;
8. South 59° 57' 53" West, 67.75 feet to a point;
9. South 30° 02' 09" East, 267.63 feet to a point;
10. South 59° 57' 53" West, 89.50 feet to a point;
11. North 46° 36' 00" West, 709.71 feet to a point;
12. South 43° 28' 57" West, 689.72 feet to a point;
13. North 46° 31' 44" West, 320.54 feet to a point;
14. South 43° 28' 17" West, 172.79 feet to a point;
15. North 46° 31' 44" West, 745.34 feet to a point;
16. North 43° 28' 17" East, 171.77 feet to a point;

17. North 46° 31' 44" West, 413.63 feet to a point;
18. North 43° 28' 17" East, 233.55 feet to a point;
19. North 21° 19' 27" West, 337.61 feet to a point;
20. North 46° 58' 40" West, 205.04 feet to the place of beginning, being 1,184,180.1± square feet or 27.202 acres, more or less.

LIFC Parcel No. A3

Beginning at a point in Parcel A1A described above; said point being North 04° 13' 44" West 4,110.08 feet from a capped iron rod found stamped "AFRL-12" located on the west side of Hill Road;

thence through Parcel A1 described above the following four (4) courses and distances;

1. North 46° 45' 01" West, 936.26 feet to a point;
2. North 43° 14' 59" East, 1,224.92 feet to a point;
3. South 46° 45' 01" East, 936.26 feet to a point;
4. South 43° 14' 59" West, 1,224.92 feet to the to the place of beginning, being 1,146,844.8± square feet or 26.238 acres, more or less.

LIFC Parcel No. A4

Beginning at a point in Parcel A1A described above; said point being North 04° 30' 31" East 3,485.36 feet from a capped iron rod found stamped "AFRL-31" located on the proposed northerly street boundary of Hangar Road;

thence through Parcel A1 described above the following six (6) courses and distances;

1. North 46° 32' 44" West, 576.07 feet to a point;
2. North 43° 55' 04" East, 901.80 feet to a point;
3. South 51° 56' 28" East, 89.36 feet to a point;
4. South 49° 47' 26" East, 267.65 feet to a point;
5. South 46° 12' 03" East, 214.35 feet to a point;
6. South 43° 57' 55" West, 925.47 feet to the to the place of beginning, being 530,174.9± square feet or 12.171 acres, more or less.

LIFC Parcel No.A5

Beginning at a point in Parcel A1A described above; said point being North 38° 05' 46" East 2,731.18 feet from a capped iron rod found stamped "AFRL-31" located on the proposed northerly street boundary of Hangar Road;

thence through Parcel A1 described above the following six (6) courses and distances;

1. North 42° 50' 10" East, 899.46 feet to a point;
2. South 46° 01' 05" East, 49.27 feet to a point;
3. South 48° 03' 37" East, 333.54 feet to a point;
4. South 53° 21' 58" East, 376.05 feet to a point;
5. South 42° 50' 42" West, 950.21 feet to a point;;
6. North 46° 43' 04" West, 756.50 feet to the to the place of beginning, being 692,400.0± square feet or 15.895 acres, more or less.

LIFC Parcel No. A6

Beginning at the intersection of the division line between the herein described parcel on the north and the lands designated as AFRL Rome Research Site Parcel No. 7 on the south located at a capped iron rod stamped "AFRL-52" on the easterly side of Perimeter Road;

Thence through the lands designated as Parcel A1A described above the following seven (7) courses and distances;

1. North 44° 31'55" West, 1,380.68 feet to a point;
2. South 45° 05' 49" West, 998.55 feet to a point;
3. North 46° 35' 35" West, 2,170.17 feet to a point:
4. North 45° 13' 32" East, 1,042.45 to a point;
5. South 56° 03' 31" East, 89.28 feet to a point;
6. South 47° 48' 33" East, 201.31 feet to a point;
7. South 49° 12' 39" East, 367.53 feet to its intersection with the division lines between the herein described parcel on the southwest and the lands of Joseph Wallace and Carol Wallace (reputed owner) on the northeast;

thence South 48° 39' 41" East along the last mentioned division line 700.99 feet to its intersection with the division line between the herein described parcel on the south and the aforementioned lands of Wallace (reputed owner) on the north;

thence South 78° 56' 32" East along the last mentioned division line and continuing along the division line between the herein described parcel on the south and the lands of Malcolm J. Cole and Jacqueline Cole (reputed owner) and the lands of Maria Giordano (reputed owner) on the north 2,775.94 feet to its intersection with the division line between the herein described parcel on the west and the lands of Mark Rickmeyer (reputed owner) on the east;

thence South 41° 00' 38" West along the last mentioned division line 1,229.21 feet to a concrete monument found, located at its intersection with the division line between the herein described parcel on the south and the aforementioned lands of Rickmeyer (reputed owner) on the north;

thence South 46° 44' 29" East along the last mentioned division line 101.89 feet to a concrete monument found;

thence South 44° 43' 10" West through the lands designated as parcel A1A described above 162.47 feet to a concrete monument found stamped "AFRL-50" located on the division line between the herein described parcel on the northeast and the lands designated as AFRL Rome Research Site on the southwest;

thence North 44° 48' 14" West along the last mentioned division line 300.00 feet to a concrete monument found stamped "AFRL-49" located its intersection with the division line between the herein described parcel on the northwest and the aforementioned lands of AFRL Rome Research Site on the southeast;

thence South 44° 43' 10" West along the last mentioned division line 250.00 feet to the place of beginning being, being 4,291,436.5 ± square feet or 98.518 acres, more or less.

LIFC Parcel No. A7

Beginning at a point in Parcel A1A described above; said point being North 45° 28' 09" East 504.05 feet from a capped iron rod found stamped "AFRL-31" located on the proposed northerly street boundary of Hangar Road;

thence through Parcel A1A described above the following four (4) courses and distances;

1. North 01° 37' 56" West, 55.00 feet to a point;
2. North 88° 02' 29" East, 85.00 feet to a point;
3. South 56° 37' 56" East, 55.00 feet to a point;
4. South 88° 02' 29" West, 85.00 feet to the place of beginning being, being 4,674.9 ± square feet or 0.107 acre, more or less.

The remaining total area of Parcel A1A, (including Parcel A1A-1) is 58,413,728.2± square feet or 1,340.994 acres, more or less.

ALSO EXCEPTING the electric, water, sewer, storm drainage, telecommunications, and natural gas 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.

II. The Property includes the following rights, all of which are granted to Grantee subject to the terms and conditions of the instruments referenced below that create the rights conveyed hereby.

A. The right to use, in common with others, all roadways and access ways located on the excluded areas described in Section 1, and, to the extent that the Grantor has any rights, the right to use, in common with others, all roadways and access ways located on the excluded areas described in Section 1,and

B. All beneficial easements, licenses, and permits related to the Property and depicted on Real Estate Map, Strategic Air Command, Comprehensive Plan, Griffiss Air Force Base, dated March 10, 1988 and Easement Record thereto (Exhibit A-1).

EXHIBIT "A-1"

TRACK #	ACRES	REMARKS
A-123-E	8.85	PERP. CLEARANCE ESMT
A-122-E	9.80	PERP. CLEARANCE ESMT
A-124-E	0.60	PERP. CLEARANCE ESMT
A-117-E	70.00	PERP. CLEARANCE ESMT- ORGINALLY 70.40 AC 040 AC TERM ACQ TRACT A134-E
A-118-E	0.38	PERP. CLEARANCE ESMT
A-119-E	0.63	PERP. CLEARANCE ESMT
A-120-E	1.00	PERP. CLEARANCE ESMT
A-121-E	1.85	PERP. CLEARANCE ESMT
A-133-E	3.30	PERP. DRAINAGE ESMT
A-134-E	2.70	PERP. DRAINAGE ESMT
A-116-E-1	64.19	PERP. CLEARANCE ESMT- ORGINALLY 86.30 AC 10.66 AC TERM ACQ TRACT A133 2.69 AC TERM ACQ TRACT A133-E.
A-114-E	9.25	PERP. CLEARANCE ESMT
A-115-E	1.90	PERP. CLEARANCE ESMT
A-126-E	1.73	PERP. CLEARANCE ESMT
A-125-E	3.65	PERP. CLEARANCE ESMT
A-127-E	0.33	PERP. CLEARANCE ESMT
B-200-E	4.10	PERP. CLEARANCE ESMT
B-209-E	0.35	PERP. CLEARANCE ESMT
B-213-E	8.75	PERP. CLEARANCE ESMT
B-212-E	37.80	PERP. CLEARANCE ESMT
B-211-E	33.50	PERP. CLEARANCE ESMT
B-210-E	49.07	PERP. CLEARANCE ESMT
A-117-E-1	1.35	PERP. DRAINAGE ESMT

EXHIBIT A-1

THIS MAP AVAILABILE

IN

MAP ROOM
LISTED AS

GRIFFISS FILE JUNE 2004

NUMBER #1

EXHIBIT "B-1"

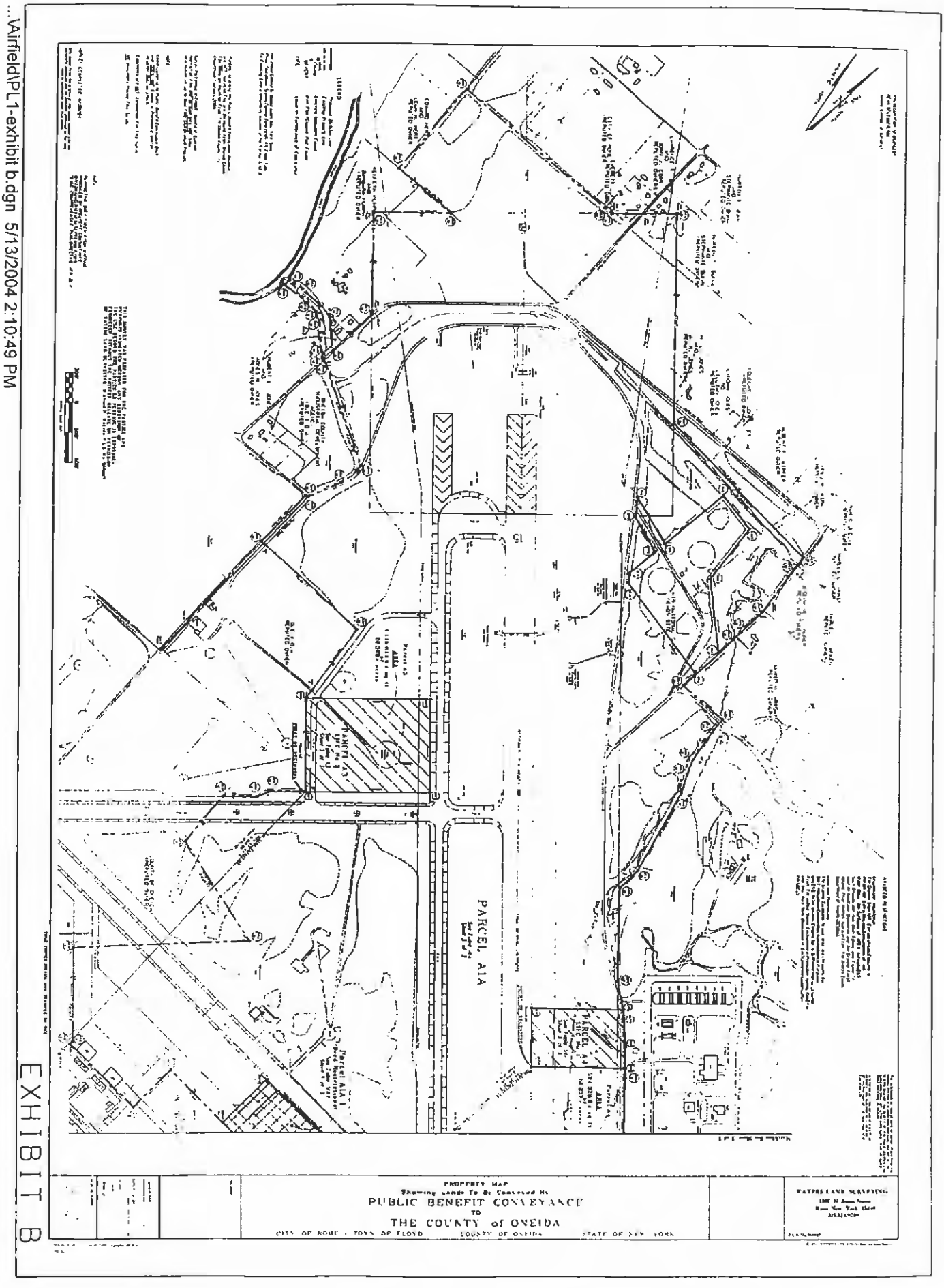


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EXHIBIT B

THIS MAP AVAILABILE

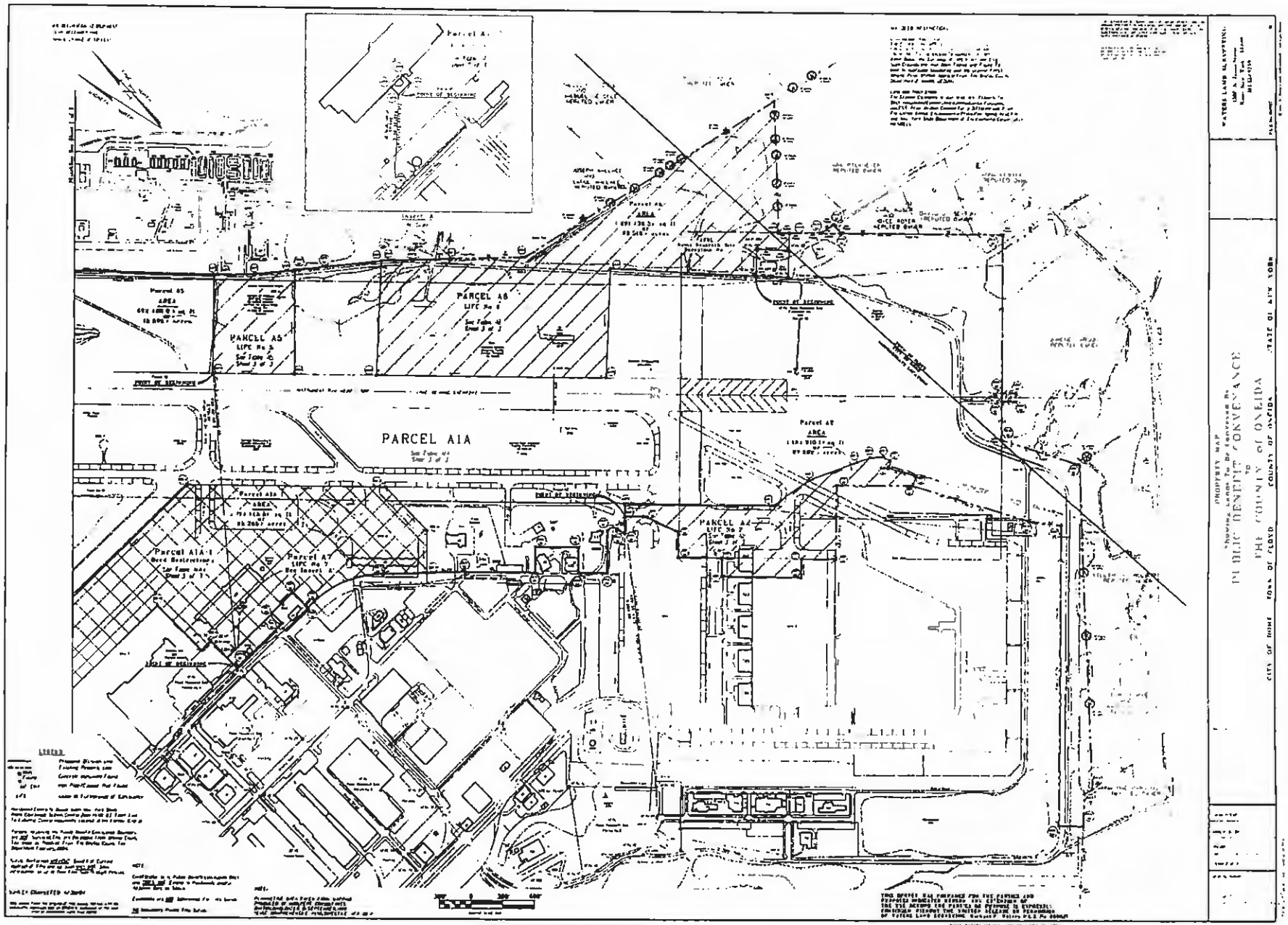
IN

MAP ROOM
LISTED AS

GRIFFISS FILE JUNE 2004

NUMBER #2

Exhibit "B-2"



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LISTED AS

GRIFFISS FILE JUNE 2004

NUMBER #3

EXHIBIT "B-3"

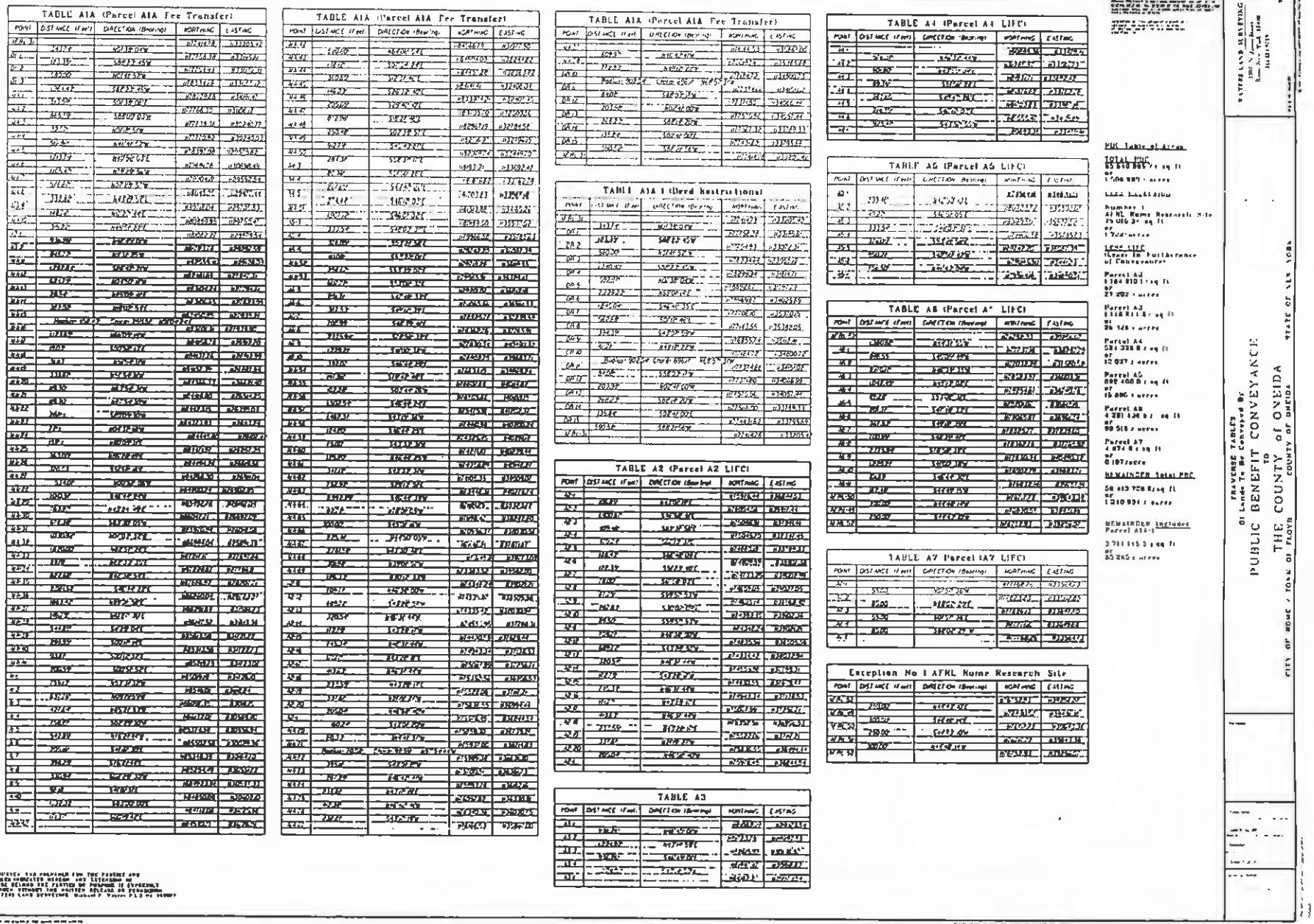

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 1				
	242.5'	S21°18'06"W		
	161.35'	S66°21'45"W		
	185.00'	N61°16'52"W		
	174.43'	S49°18'08"W		
	74.59'	S01°18'08"W		
	145.00'	S88°41'52"E		
	93.75'	N01°18'08"E		
	50.00'	N88°41'52"W		
	111.54'	N01°18'08"E		
	145.00'	N88°41'52"W		
	50.00'	N01°18'08"E		
	50.00'	S88°41'52"E		
	111.54'	S01°18'08"W		
	50.00'	N88°41'52"W		
	93.75'	N01°18'08"E		
	145.00'	S88°41'52"E		
	74.59'	N01°18'08"E		
	174.43'	N49°18'08"E		
	185.00'	S61°16'52"E		
	161.35'	N66°21'45"E		
	242.5'	N21°18'06"E		
POB 1	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 2				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 2	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 3				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 3	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 4				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 4	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 5				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 5	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 6				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 6	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 7				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 7	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 8				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 8	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 9				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 9	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 10				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 10	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 11				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 11	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 12				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 12	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 13				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 13	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 14				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 14	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 15				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 15	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 16				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 16	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 17				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 17	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 18				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 18	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 19				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 19	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 20				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 20	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 21				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 21	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 22				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 22	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 23				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 23	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 24				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 24	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 25				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 25	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 26				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 26	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 27				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 27	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 28				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 28	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 29				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 29	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 30				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 30	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 31				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 31	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 32				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 32	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 33				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 33	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 34				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 34	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 35				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 35	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 36				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 36	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 37				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 37	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 38				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 38	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 39				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 39	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 40				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 40	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 41				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 41	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 42				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 42	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 43				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 43	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 44				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 44	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 45				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 45	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 46				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 46	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 47				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 47	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 48				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 48	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 49				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 49	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 50				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 50	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 51				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 51	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 52				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 52	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 53				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 53	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 54				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 54	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 55				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 55	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 56				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 56	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 57				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 57	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 58				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 58	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 59				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 59	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 60				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 60	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 61				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 61	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 62				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 62	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 63				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 63	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 64				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 64	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 65				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 65	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 66				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 66	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 67				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 67	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 68				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 68	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 69				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 69	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 70				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 70	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 71				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'54"W		
	1,000.00'	N21°06'06"W		
POB 71	Radius: 1000.0'	Chord: 1000.0' N68°53'54"E		

TABLE A1A (Parcel A1A Fee Transfer)

POINT	DISTANCE (Feet)	DIRECTION (Bearing)	NORTHING	EASTING
POB 72				
	1,000.00'	N68°53'54"E		
	1,000.00'	S21°06'06"E		
	1,000.00'	S68°53'

THIS MAP AVAILABILE

IN

MAP ROOM
LISTED AS

GRIFFISS FILE JUNE 2004

NUMBER #4

EXHIBIT "C"

EXHIBIT C

NOTICE OF HAZARDOUS WASTE STORED/HAZARDOUS SUBSTANCES RELEASE

Notice is hereby provided that the information set out below from the Basewide EBS and its Supplement provide notice of hazardous waste that have known to have been stored and hazardous substances that have known to have been released on the Airfield Flightline Property, Griffiss Air Force Base, and the dates the storage/release took place. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or "Superfund") 42 U.S.C. Section 9620(h). All necessary remedial actions, including required investigations and removal actions, as applicable, have been taken at the below list sites, and have received regulatory concurrence.

Substance	Regulatory Synonym(s)	CAS Registry Number	Quantity pounds	Date	Hazardous Waste ID Number (if applicable)	Remarks
Haz Waste Stored:						
Army Miscellaneous Solvents; Army Waste PD-680; Contaminated JP-4; JP-4 Contaminated Soil; Oil Contaminated Soil	N/A	N/A	5,283	1989	D001	Haz Waste Satellite Storage Area in Building 100
Gas Path Petroleum Solvent; Paint Waste	N/A	N/A	459	1990	D001	Haz Waste Satellite Storage Area in Building 100
Chromium, Corrosive Acid	N/A	N/A	501	1990	D002	Haz Waste Satellite Storage Area in Building 100
Haz Substance Released:						
Polychlorinated Biphenyls (PCBs), pesticides, metals			Unknown		N/A	IRP Site SD-32, Six Mile Creek
			Unknown		N/A	SS-24, Fire Demonstration Area
			Unknown		N/A	LF-56, Bivouac Dump Site
Lead			Unknown		N/A	AOI 100, Paint Storage Area

N/A: Not Applicable

EXHIBIT D

RESERVED

EXHIBIT "E-1"

THIS MAP AVAILABILE

IN

MAP ROOM
LISTED AS

GRIFFISS FILE JUNE 2004

NUMBER #5

EXHIBIT "E-2"

THIS MAP AVAILABILE

IN

MAP ROOM
LISTED AS

GRIFFISS FILE JUNE 2004

NUMBER #6

EXHIBIT "F"

File: 60 1B
M.M.

550

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION II
AND THE
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
AND THE
UNITED STATES AIR FORCE

IN THE MATTER OF: THE U.S. DEPARTMENT OF THE AIR FORCE GRIFFISS AIR FORCE BASE Rome, New York	FEDERAL FACILITY AGREEMENT UNDER CERCLA SECTION 120 Administrative Docket Number: II-CERCLA-FFA-90201

Based on the information available to the Parties on the effective date of this FEDERAL FACILITY AGREEMENT (Agreement), and without trial or adjudication of any issues of fact or law, the Parties agree as follows:

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I. PURPOSE

A. The general purposes of this Agreement are to:

1. Ensure that environmental impacts on public health, welfare and environment associated with past and present activities at GAFB are thoroughly investigated and appropriate remedial action taken as necessary to protect the public health, welfare and the environment;

2. Establish a procedural framework and schedule for developing, implementing and monitoring appropriate response actions at the Site in accordance with CERCLA, the NCP, Superfund guidance and policy, RCRA, RCRA guidance and policy, and ARARs; and,

3. Facilitate cooperation, exchange of information and participation of the Parties in such actions.

B. The specific purposes of this Agreement are to:

1. Identify operable unit action or removal action alternatives which are appropriate at the Site prior to the implementation of final remedial action(s) for the Site. Operable unit alternatives shall be identified and proposed to the Parties as early as possible prior to formal proposal of operable unit or removal actions to USEPA pursuant to CERCLA. This process is designed to promote cooperation among the Parties in identifying operable unit or removal action alternatives prior to selection of the final alternatives. For example, if sampling indicates contamination from the Site of off-GAFB homeowner wells, one appropriate removal action to be considered would be connection of the homes to a water main extension.

2. Establish requirements for the performance of a Remedial Investigation (RI) to determine fully the nature and extent of the threat to the public health or welfare, or to the environment caused by the release and threatened release of hazardous substances, pollutants or contaminants at the Site and to establish requirements for the performance of a Feasibility Study (FS) for the Site to identify, evaluate, and select alternatives for the appropriate remedial action(s) to prevent, mitigate, or abate the release or threatened release of hazardous substances, pollutants or contaminants at the Site in accordance with CERCLA and ARARs.

3. Identify the nature, objective and schedule of response actions to be taken at the Site. Response actions at the Site shall attain that degree of cleanup of hazardous substances, pollutants or contaminants mandated by CERCLA and ARARs.

4. Implement the selected operable unit and final remedial action(s) in accordance with CERCLA and ARARs and meet the

requirements of Section 120(e)(2) of CERCLA, 42 U.S.C. § 9620(e)(2), for an interagency agreement among the Parties.

5. Assure compliance, through this Agreement, with RCRA and other federal and state hazardous waste laws and regulations for matters covered herein.

6. Coordinate response actions at the Site with the mission and support activities at GAFB.

7. Expedite the cleanup process to the extent consistent with protection of human health and the environment.

II. JURISDICTION

Each party is entering into this Agreement pursuant to the following authorities:

A. The United States Environmental Protection Agency, Region II (USEPA), enters into those portions of this Agreement that relate to the remedial investigation/feasibility study (RI/FS) pursuant to Section 120(e)(1) of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. § 9620(e)(1), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), Pub. L. 99-499 (hereinafter referred to as CERCLA) and Sections 3004(u) and (v) of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §§ 6924(u) and (v), as amended by the Hazardous and Solid Waste Amendments of 1984 (HSWA) (hereinafter referred to as RCRA) and Executive Order 12580 (52 Federal Register 2923, January 29, 1987);

B. USEPA Region II, enters into those portions of this Agreement that relate to operable unit actions and final remedial actions pursuant to Section 120(e)(2) of CERCLA, 42 U.S.C. § 9620(e)(1), Sections 3004(u) and (v) of RCRA, 42 U.S.C. §§ 6924(u) and (v), and Executive Order 12580;

C. The U.S. Air Force enters into those portions of this Agreement that relate to the RI/FS pursuant to Section 120(e)(1) of CERCLA, 42 U.S.C. § 9620(e)(1), Sections 3004(u) and (v) of RCRA, 42 U.S.C. §§ 6924(u) and (v), Executive Order 12580, the National Environmental Policy Act, 42 U.S.C. § 4321, and the Defense Environmental Restoration Program (DERP), 10 U.S.C. § 2701 et seq.;

D. The U.S. Air Force enters into those portions of this Agreement that relate to operable unit actions and final remedial actions pursuant to Section 120(e)(2) of CERCLA, 42 U.S.C. § 9620(e)(1), Sections 3004(u) and (v) of RCRA, 42 U.S.C. §§ 6924(u) and (v), Executive Order 12580 and the DERP.

E. The New York State Department of Environmental Conservation enters into this Agreement pursuant to Sections 120 and 121 of CERCLA; Sections 6001, 3006, and 3004(u) and (v) of RCRA, 42 U.S.C. §§ 6961, 6926, 6924(u) and (v),; New York State Environmental Conservation Law (ECL) Article 27, Titles 9 and 13; and ECL 3-0301.

III. PARTIES

The Parties to this Agreement are USEPA, the New York State Department of Environmental Conservation (NYSDEC) and the U.S. Air Force. The terms of this Agreement shall apply to and be binding upon the USEPA, the State of New York, the U.S. Air Force and their employees, agents, and assigns. The U.S. Air Force will notify USEPA and NYSDEC of the identity and assigned tasks of each of its contractors performing work under this Agreement upon their selection. This Agreement shall be enforceable against all of the above mentioned Parties by the Parties to this Agreement. The U.S. Air Force shall notify its agents, members, employees, response action contractors for GAFB, and all subsequent owners, operators and lessees of GAFB of the existence of this Agreement. Each undersigned representative of a Party certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such Party to this Agreement. NYSDEC is responsible for any state obligations to be carried out under this Agreement, and is the lead agency for the State of New York for purposes of this Agreement.

IV. BACKGROUND

For purposes of this Agreement, the following constitutes background information to this Agreement. None of the information contained herein shall be considered admissions by any Party.

A. GAFB, approximately 3900 contiguous acres, is located in the lowlands of the Mohawk River Valley in Oneida County, New York State. GAFB is near small towns and rural areas. Drinking water for residents of these areas is drawn from the same aquifers which underlie GAFB (it is estimated by USEPA that over 2000 people are served by groundwater wells within three miles of the base). Three Mile Creek, Six Mile Creek (which drain into the New York State Barge Canal) and several state-designated wetlands are located on GAFB, which is bordered by the Mohawk River on the

west. Due to flat topography and high average precipitation, GAFB is considered a groundwater recharge zone.

B. The mission of the base has varied over the years. GAFB was activated on February 1, 1942 as Rome Air Depot, with the mission of storage, maintenance, and shipment of material for the U.S. Air Force. The base became an electronics center in 1950 when the Watson Laboratory Complex was transferred there. The 49th Fighter Interceptor Squadron was also added to GAFB in that year. In June, 1951, the Rome Air Development Center was established at GAFB with the mission of accomplishing applied research, development and testing of electronic air-ground systems. Headquarters Ground Electronics Engineering Installations Agency (GEEIA) was activated at GAFB in June, 1958, to engineer and install ground communications equipment throughout the world. On July 1, 1970, the 416th Bombardment Wing of Strategic Air Command was activated at GAFB with the mission of maintenance and implementation of both effective air refueling operations and long range bombardment capability.

C. As a result of the various national defense missions carried out at GAFB since 1942, including storage, maintenance, and shipping of war material, research and development, and aircraft operations and maintenance, among others, hazardous substances and hazardous wastes have been placed or come to be located at GAFB in various places. At the present time GAFB has two storage facilities which are currently regulated under the RCRA interim status program. The two areas are Lot 11, which contains solvents, waste oils and other flammable wastes generated by GAFB and Building 35, which contains only PCB contaminated waste (e.g., electrical transformer waste oils).

D. Several studies and investigations have been carried out or begun to locate, detect and quantify these substances and wastes. Studies and investigations include: A 1980 inspection by USEPA Region II, of Landfill 1 and the Radio Tube Disposal Area; a 1981 study under the DOD Installation Restoration Program (IRP), referred to as IRP Phase I Problem Identification/Records Search, by Engineering-Science Inc.; a 1981 study by Fred C. Hart and Associates (USEPA's Field Investigation Team (FIT) contractor) of landfills on GAFB; an October 1982 RCRA Waste Management Inspection by NYSDEC Region 6; a December 1982 study for the U.S. Air Force's IRP, Phase II--Problem Confirmation and Quantification, by Roy F. Weston Inc.; a November 1985 study for the U.S. Air Force IRP, Phase II Stage 2--"field investigation"; a December 1986 study investigating a number of additional AOCs done by Hydro-Environmental Technologies Inc.; a May 1987 investigation by the Oneida County Department of Health of residential wells in the vicinity of GAFB; a June 1988 Health Assessment done by the Agency for Toxic Substances and Disease Registry (ATSDR); and a February 1989 report by the U. S. Fish

and Wildlife Service addressing contamination in fish and sediments within Six Mile Creek and Three Mile Creek.

E. Results of the above studies include the following findings.

1. Landfills 1,2,5,6, and 7 have been identified as actual or potential sources of releases of hazardous substances into the environment. Leachate from Landfill 1 to Six Mile Creek was identified and the other landfills presented potential contamination problems due to topography and soils or due to construction techniques, recording-keeping, or closure methods used at the time not meeting present-day standards. Wastes reported to have been disposed of in on-site landfills included pesticide containers, PCB fluids, metal plating sludges, solvents, septic tank residues, ethylene glycol, crank case oils, and fly ash.

2. Drywells, primarily consisting of pits lined with stone or concrete and filled with coarse sand and gravel, including those which are located at Buildings 101, 117, 3, 301, 222, and 255, have been used to dispose of hazardous materials (e.g. battery acids). Such disposal may have resulted in ground water contamination. Soil and sludge samples taken from one or more of these drywells contained high concentrations of lead (83,000 ppm), copper (784 ppm), iron (26,000 ppm) as well as some mercury contamination (0.21 ppm).

3. Analytical data from one or more surface water samples taken in and near Six Mile Creek, at points close to a number of GAFB landfills, indicated that the waters were contaminated with chromium (480 ppb), lead (1240 ppb), and arsenic (40 ppb). Analytical results of samples taken from wells and ground water seeps at a number of areas on GAFB indicate elevated levels of total petroleum hydrocarbons (including in one area a layer of product floating on the water table) and other organic compounds: tetrachloroethylene (105 ppb), trichloroethylene (58 ppb) and 1,1,1 trichloroethane (1.3 ppb). Contamination of the ground water by metals (chromium (86 ppb), lead (28 ppb)) was also detected.

4. One or more samples of sediments and soils along Six Mile Creek and Landfills 1, 2, 3 or 7 have elevated levels of a number of metals: chromium (470 ppm), cadmium (.82 ppm), mercury (0.28 ppm), lead (2210 ppm), and arsenic (2.35 ppm). Soil samples, at a number of areas on GAFB which were used as either storage or handling areas for electric power transformers, and sediment samples from Three Mile Creek, showed high levels of PCB contamination.

F. Data generated by the Oneida County Department of Health and transmitted to USEPA in a letter from NYSDEC dated May 21, 1987, showed that three (3) residential drinking water wells southeast of GAFB along Six Mile Creek are contaminated with levels of volatile organic compounds, including 1,1 dichloroethane (3.0 ppb), 1,1,1 trichloroethane (20 ppb), trichloroethene (1.0 ppb), and 1,1,2,2 tetrachloroethane (2.0 ppb).

Data provided by GAFB to NYSDEC in the fall of 1989 indicated the presence of a variety of contaminants in excess of drinking water standards in 8 of 54 drinking water wells sampled in July, 1989. Contaminants identified include volatile organic compounds at levels up to 77 parts per billion with the majority at or about the Maximum Contaminant Level (MCL) of 5 ppb, and ethylene and/or propylene glycol in 3 wells at 5.7, 6.2 and 11.8 parts per million, respectively. Additionally, New York State Department of Health sampling of water from Six Mile Creek in January 1990 indicated the presence of ethylene and/or propylene glycol at 91 parts per million.

G. As referenced above the Agency for Toxic Substances and Disease Registry (ATSDR) completed a Health Assessment of GAFB that contained findings including the following: past waste disposal practices at the base have resulted in multiple sites of contamination; most of the sites have been insufficiently investigated to determine their possible health effects; the possible contamination of Six Mile and Three Mile Creeks are of particular concern because of the potential of contaminants entering the food chain; this facility is of potential public health concern because of the risk to human health that could result from possible future exposure to hazardous substances at levels that may result in adverse health effects over time. Among other recommendations, the ATSDR recommended that a comprehensive survey of residential and agricultural wells in areas downgradient of the Site and north of the Mohawk River be conducted.

V. JURISDICTIONAL BACKGROUND

A. GAFB was placed on the National Priorities List (NPL) by the USEPA on July 22, 1987, 52 Federal Register 27620, at page 27642.

B. GAFB is a "facility" within the meaning of SARA Section 211, 10 U.S.C. § 2701 et seq., and Executive Order 12580, under the jurisdiction of the Secretary of Defense.

C. GAFB is also a "facility" pursuant to Section 6001 of RCRA, 42 U.S.C. § 6961, and as such is subject to all Federal, State, interstate and local requirements, both substantive and procedural, respecting control and abatement of solid waste or hazardous waste disposal in the same manner, and to the same extent as any "person" (as that term is defined in Section 1004(15) of RCRA 42 U.S.C. Section 6903(15) and in 6 NYCRR Section 370.2(b)(102)) is subject to such requirements.

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VI. PROJECT MANAGERS

The USEPA, NYSDEC and the U.S. Air Force shall each designate a Project Manager and Alternate (hereinafter jointly referred to as Project Manager) for the purpose of overseeing the implementation of this Agreement. Within ten (10) days of the effective date of this Agreement, each Party shall notify all other Parties of the name and address of its Project Manager. Any Party may change its designated Project Manager by notifying the other Parties, in writing, within five days of the change. To the maximum extent possible, communications between the Parties concerning the terms and conditions of this Agreement shall be directed through the Project Manager as set forth in Part XXI, Notification, of this Agreement. Each Project Manager shall be responsible for insuring that all communications from the other Project Managers are appropriately disseminated and processed by the entities which the Project Manager represents.

Subject to the limitations set forth in Part XXIV, Access, Project Managers shall have the authority to: (1) take samples, request split or duplicate samples and ensure that work is performed properly ; (2) observe, take photographs and make such other reports on the progress of this work as the Project Manager deems appropriate; (3) review records, files and documents relevant to this Agreement; and (4) recommend and request minor field modifications to the work to be performed pursuant to this Agreement, or in techniques, procedures or designs utilized in carrying out this Agreement.

Any field modifications proposed under this Part by any Party must be approved orally by all three (3) Project Managers to be effective. The Project Manager recommending the field modification shall memorialize the modification and submit the documentation to other Project Managers in writing within ten (10) working days of the oral agreement. If agreement cannot be reached on the proposed additional work or modification to work, the matter may be taken to dispute resolution as set forth in Part XIII.

The Project Manager for the U.S. Air Force or his designee shall be physically present on GAFB or reasonably available to supervise fieldwork performed pursuant to this Agreement.

The Project Managers shall be reasonably available to consult on work performed pursuant to this Agreement and shall make themselves available to each other for the pendency of this Agreement.

The NYSDEC Project Manager may be accompanied at any meeting or site visit by a representative of the New York State Department of Health or the representative of any other New York State agency concerned with activities under this Agreement at GAFB.

VII. DEFINITIONS

Except as noted below or otherwise explicitly stated, the definitions provided in CERCLA Section 101, 42 U.S.C. 9601 and the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300 (hereinafter National Contingency Plan or NCP), shall control the meaning of the terms used in this Agreement.

In addition:

A. "Agreement" shall refer to this Federal Facility Agreement.

B. "AOC" or "Area of Concern" shall mean a location at the Site where hazardous substances are or may have been placed or may come to be located. The term shall include locations of potential or suspected contamination as well as known or actual contamination, including any Solid Waste Management Units (as that term is defined pursuant to RCRA). Such areas require study and a determination of what if any remediation may be necessary.

C. "ARAR" shall mean applicable or relevant and appropriate requirements. Applicable requirements are those cleanup standards, standards of control, and other substantive environmental protection requirements, criteria or limitations promulgated under federal or New York State law that specifically address a hazardous substance, pollutant, contaminant, remedial action, location, or other circumstance at the Site. Relevant and appropriate requirements are those cleanup standards, standards of control, and other substantive environmental protection requirements, criteria, or limitations promulgated under federal or New York State law that, while not "applicable" to a hazardous substance, pollutant, contaminant, remedial action, location or other circumstance at the Site, address problems or situations sufficiently similar to those encountered at the site that their use is well suited to this Site.

D. "Authorized Representative" or "Designated Representative" includes a Party's contractors acting in any capacity, including an advisory capacity, when so designated by that Party.

E. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation and Liability Act, Public Law 96-510, 42 U.S.C. Section 9601 et. seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, Public Law 99-499 and any subsequent Amendments.

F. "Days" shall mean calendar days, unless business days are specified. Any submittal or written statement of dispute that under the terms of this Agreement would be due on a Saturday, Sunday, or holiday shall be due on the following business day.

G. "DOD" shall mean the United States Department of Defense, its employees and authorized representatives.

H. "Feasibility Study" or "FS" means a study conducted pursuant to CERCLA, the NCP and the substantive and procedural requirements thereunder, which at a minimum meets the substantive requirements of a RCRA Corrective Measures Study, and which fully develops, screens, and evaluates in detail remedial action alternatives to prevent, mitigate, or abate the migration or release of hazardous substances, pollutants, or contaminants at and from the Site.

I. "Griffiss Air Force Base" or "GAFB" shall mean all of U.S. Air Force property designated as the Base, approximately 3900 contiguous acres in Oneida County, New York State.

J. "Hazardous substance" shall include hazardous substances as defined by CERCLA and hazardous waste/constituents as defined by RCRA.

K. "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300, and any amendment thereof.

L. "Operable Unit" or "OU" shall have the same meaning as provided in the NCP.

M. "Operation and maintenance" shall mean activities required to maintain the effectiveness of response actions.

N. "Quality Assured Data" shall mean data that have undergone quality assurance as set forth in the approved Quality Assurance Project Plan.

O. "RCRA" shall mean the Resource Conservation and Recovery Act of 1976, Public Law 94-580, 42 U.S.C. Section 6901 et. seq., as amended by the Hazardous and Solid Waste Amendments of 1984, Public Law 98-616 and all subsequent Amendments.

P. "Remedial Investigation" or "RI" means that investigation conducted pursuant to CERCLA and the NCP and the substantive and procedural requirements thereunder, which at a minimum meets the substantive requirements of a RCRA Facility Investigation, and which serves as a mechanism for collecting data for Site and waste characterization and conducting treatability studies as necessary to evaluate performance and cost of the treatment technologies. The data gathered during the RI will also be used to conduct a public health evaluation, perform a feasibility study, and support design of a selected remedy.

Q. "Site" shall include GAFB as defined above, any area off GAFB to or under which a release of hazardous substances has migrated, or threatens to migrate, from a source on or at GAFB and any contiguous area necessary for carrying out the response.

R. "State" shall mean the State of New York, represented by the New York State Department of Environmental Conservation (NYSDEC)

VIII. STATUTORY COMPLIANCE/RCRA-CERCLA INTEGRATION

A. The Parties intend to integrate the U.S. Air Force's response obligations under CERCLA and ARARs, and RCRA corrective action obligations which relate to the release of hazardous substances, hazardous wastes, pollutants or contaminants covered by this Agreement into this comprehensive Agreement. Therefore, the Parties intend that activities covered by this Agreement will achieve compliance with CERCLA, 42 U.S.C. § 9601 et seq.; satisfy the corrective action requirements of Sections 3004(u) and (v) of RCRA, 42 U.S.C. §§ 6924(u) and (v), for a RCRA permit, and Section 3008(h) of RCRA, 42 U.S.C. § 6928(h), for interim status facilities; and meet or exceed all applicable or relevant and appropriate Federal and State laws and regulations, to the extent required by Section 121 of CERCLA, 42 U.S.C. § 9621.

B. Based upon the foregoing, the Parties intend that any remedial action selected, implemented and completed under this Agreement shall be protective of human health and the environment such that remediation of releases covered by this Agreement shall obviate the need for further corrective action under RCRA (i.e., no further corrective action shall be required). The Parties agree that with respect to releases of hazardous waste covered by this Agreement, RCRA shall be considered an applicable or relevant and appropriate requirement pursuant to Section 121 of CERCLA, 421 U.S.C. § 9621.

C. The Parties recognize that the requirement to obtain permits for response actions undertaken pursuant to this Agreement shall be as provided for in CERCLA and the NCP. The Parties further recognize that ongoing hazardous waste management activities at GAFB may require the issuance of permits under Federal and State laws. This Agreement does not affect the requirements, if any, to obtain such permits. However, if a permit is issued to the U.S. Air Force for ongoing hazardous waste management activities at GAFB, the issuing party shall reference and incorporate any appropriate provisions, including appropriate schedules (and the provision for extension of such schedules), of this Agreement into such permit. The Parties intend that the judicial review of any permit conditions which reference this Agreement shall, to the extent authorized by law, only be reviewed under the provisions of CERCLA and ARARs.

D. Nothing in this Agreement shall alter the authority of either USEPA or the U.S. Air Force with respect to removal actions conducted pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, or any authority NYSDEC may have with respect to removal actions.

IX. WORK TO BE PERFORMED

Under this Agreement the U.S. Air Force agrees that it shall:

A. Conduct an Identification of AOCs for GAFB which complies with the requirements of a RCRA Facility Assessment (RFA), the NCP, CERCLA, RCRA guidance and ARARs. Identify, via a facility map, all discernible source AOCs, including any landfills, surface impoundments, waste piles, land treatment units, elementary neutralization units, transfer stations, container storage areas, incinerators, injection wells, recycling units, closed and abandoned units, tanks, buildings, utilities, paved areas, easements, rights-of-way, and known past or present solid or hazardous waste treatment, storage or disposal areas and any other areas on the Site where hazardous substances could have been released or where hazardous substances could have come to be located. Also identify location of unit/disposal area; type of unit/disposal area; design features; operating practices (past and present); period of operation; age of unit/disposal area; general physical conditions and method used to close the unit/disposal area; quantity and types of hazardous substances; and approximate date, quantity, and substance identification of any past releases of hazardous substances; as well as any other relevant information.

1. USEPA and NYSDEC will determine which AOCs will be investigated and remediated under this Agreement from the data supplied by the U.S. Air Force, an on-site visual inspection conducted by USEPA and NYSDEC, and from any other data collected by the Parties (including, but not limited to, AOCs identified by the U.S. Air Force). USEPA and NYSDEC shall notify the U.S. Air Force of this determination.

2. USEPA and NYSDEC may add or delete AOCs, on the basis of additional information which more accurately reflects the area of contamination and/or new areas of contamination related in whole or in part to the Site.

B. Prepare and submit to USEPA and NYSDEC a Completion Report for any AOCs for which the U.S. Air Force proposes that any of the activities described in paragraphs C through I below have been completed prior to the effective date of this Agreement. The Completion Report shall describe all previously completed

work performed by the U.S. Air Force at said AOC, and how that work meets the intent of this Agreement.

C. Conduct a Remedial Investigation (RI) for each AOC (designated under Subparts 1 and 2 above) which complies with the requirements of the NCP, CERCLA, CERCLA guidance and policy, RCRA, and ARARs.

D. Conduct a Feasibility Study (FS) which complies with the requirements of the NCP, CERCLA, CERCLA guidance and policy, RCRA, and ARARs on each designated AOC.

E. Publish its proposed remedial action plan(s) (PRAP), following completion of the RI and the FS and consultation with USEPA and NYSDEC as described in Part XII, Consultation, for public review and comment in accordance with Sections 117(a) and (d) of CERCLA, 42 U.S.C. §§117(a) and (d) and ARARs. Upon completion of the public comment period, all Parties will consult as to the need for modification of the PRAP(s) and additional public comment based on public response.

F. Submit to USEPA and NYSDEC, when public comment has been properly considered, its draft Record of Decision (ROD), as specified in Part XII, Consultation, in accordance with applicable guidance. If the Parties agree, the draft ROD shall be adopted by USEPA, the U.S. Air Force and NYSDEC in accordance with Part XII, Consultation. The U.S. Air Force shall prepare the final ROD. If the Parties are unable to reach agreement on the draft ROD, the draft ROD will be subject to dispute resolution (Part XIII), with the USEPA Administrator having the ultimate authority to select the Remedial Action (s) pursuant to Part XII, Consultation. In the event that the USEPA Administrator selects the final RA(s), USEPA shall prepare the final ROD. If the dispute is resolved prior to reaching the USEPA Administrator, the U.S. Air Force shall prepare the final ROD. The final selection of the RA(s) by the USEPA Administrator shall be final and not subject to dispute resolution; however, NYSDEC reserves any rights it may have to obtain judicial review of the remedy selected. Notice of the final ROD adopted shall be published by the Party preparing it and shall be made available to the public prior to commencement of the RA, in accordance with CERCLA Section 117, 42 U.S.C. § 9617, pursuant to Part XXIX, Public Participation.

G. Propose and submit a remedial design, which complies with the requirements of the NCP, CERCLA, CERCLA guidance and policy, RCRA, and ARARs, following final selection of the RA(s), for implementation of the selected RA(s) to USEPA and NYSDEC for review and comment as described in Part XII, Consultation.

H. Implement the RA(s), following consultation with USEPA and NYSDEC as described in Part XII, Consultation, in accordance with the requirements and time schedules set forth in this Agreement.

I. Provide for long-term operation and maintenance at the Site for the purpose of completing all remedial actions.

X. COMPLETION REPORTS FOR AOCS

A. For any AOCs for which the U.S. Air Force proposes that remedial action has been completed prior to the effective date of this Agreement, the U.S. Air Force shall prepare a completion report for each such AOC with certification and documentation to establish that each such AOC is no longer a potential threat to public health, welfare, or the environment and that further remedial measures are not needed. Such documentation shall, in intent, meet the requirements of USEPA's RCRA Facility Assessment Guidance, USEPA's Guidance for Conducting RI/FS's under CERCLA (OSWER Directive 9355.3-01) and all other applicable Federal or State guidance.

B. USEPA and NYSDEC will review the completion report submitted by the U.S. Air Force. USEPA, with NYSDEC's concurrence, shall determine whether all appropriate response action has been implemented at the AOC based on information and conditions known by USEPA and NYSDEC at that time, and whether any potential threat to public health, welfare or the environment remains from that particular AOC.

C. Based on information and conditions known by USEPA and NYSDEC at that time, if USEPA with the concurrence of NYSDEC determines that no further response action is necessary at that particular AOC, USEPA shall inform the U.S. Air Force in writing that the response action is complete for that particular AOC.

D. If USEPA and/or NYSDEC determine that further response action is needed for that particular AOC, USEPA or NYSDEC shall so notify the U.S Air Force in writing. The U.S. Air Force shall take all necessary actions, in accordance with this Agreement, to remedy the deficiencies noted by USEPA or NYSDEC, after which time the U.S. Air Force may resubmit documentation to USEPA and NYSDEC for a determination that the response action on that AOC has been completed. The additional documentation must be prepared and presented in accordance with OSWER Directive 9355.3-01, the RCRA Facility Assessment Guidance and all other applicable State and Federal guidance. USEPA and NYSDEC shall review and respond to this additional documentation in accordance with paragraphs B and C above. The provisions of this paragraph shall again apply if USEPA and/or NYSDEC determines that further response action is still warranted.

E. Because of potential changes in applicable statutes or regulations and potential issues raised by five (5) year reviews or public comment a determination that the response action is complete for a particular AOC shall not be binding on USEPA or NYSDEC while making a determination whether GAFB should be deleted from the NPL in accordance with the requirements of 40 C.F.R. Section 300.66. In addition, USEPA and NYSDEC reserve the right to require additional work or remedial action for conditions unknown or undetected by USEPA or NYSDEC at the time of a determination as described in paragraph C above, or for conditions that occur after a determination made pursuant to paragraph C above that create or may create a threat to public health, welfare and/or the environment, or for information received, which indicates that the subject response action is not adequately protective of the public health or welfare or the environment.

XI. EMERGENCIES AND REMOVALS

A. Discovery and Notification

If any party discovers or becomes aware of an emergency or other situation that may present an endangerment to public health, welfare or the environment at or near the Site, which is related to or may affect the work performed under this Agreement, that Party shall immediately orally notify all other Parties. If the emergency or endangerment arises from activities conducted pursuant to this Agreement, the U.S. Air Force shall then take immediate action to notify the appropriate State and local agencies and affected members of the public. Once defined pursuant to Section 2(e) of Executive Order 12580, that definition of the term "emergency" shall be used for this Agreement.

B. Work Stoppage

In the event any Party determines that activities conducted pursuant to this Agreement will cause or otherwise be threatened by a situation described in Subpart A, the Party may propose the termination of such activities. If the Parties mutually agree, the activities shall be stopped for such period of time as required to abate the danger. In the absence of mutual agreement, the activities shall be stopped in accordance with the proposal, and the matter shall be immediately referred for a work stoppage determination in accordance with Subpart H in Part XIII, Resolution of Disputes.

C. Removal Action

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1. The provisions of this Subpart shall apply to all removal actions as defined in CERCLA Section 101(23), 42 U.S.C. 9601(23), including all modifications to, or extensions of, the ongoing removal actions, and all new removal actions proposed or commenced following the effective date of this Agreement.

2. Any removal actions conducted at the Site shall be conducted in a manner consistent with this Agreement, CERCLA, the NCP and Executive Order 12580.

3. All reviews conducted by USEPA and the State pursuant to 10 U.S.C. 2705(b) (2) will be expedited to the extent practicable so as not to unduly jeopardize fiscal resources of the U.S. Air Force for funding the removal actions.

4. If a Party determines that there may be an endangerment to the public health or welfare of the environment because of an actual or threatened release of a hazardous substance, pollutant or contaminant at or from the Site, including but not limited to discovery of contamination of a drinking water well at concentrations that exceed any State or federal drinking water action level or standard, the Party may request that the U.S. Air Force take such response actions as may be necessary to abate such danger or threat and to protect the public health or welfare or the environment. Such actions might include provision of alternative drinking water supplies or other response actions listed in CERCLA Section 101(23) or (24), or such other relief as the public interest may require.

D. Notice and Opportunity to Comment

1. The U.S. Air Force shall provide the other Parties with timely notice and opportunity to review and comment upon any proposed removal action for the Site, in accordance with 10 U.S.C. 2705(a) and (b). The U.S. Air Force agrees to provide the information described below in accordance with such obligation.

2. For emergency response actions, the U.S. Air Force shall provide USEPA and the State with notice in accordance with Subpart A. Such oral notification shall, except in the case of extreme emergencies, include adequate information concerning the Site background, threat to the public health and welfare or the environment (including the need for response), proposed actions and costs (including a comparison of possible alternatives, means of transportation of hazardous substance off-site, and proposed manner of disposal), expected change in the situation should no action be taken or should action be delayed (including associated environmental impacts), any important policy issues, and the U.S. Air Force On-Scene Coordinator recommendations. Within forty-five (45) days of completion of the emergency action, the U.S. Air Force will furnish USEPA and the State with an Action Memorandum addressing the information provided in the oral notification, and any other information required pursuant to CERCLA and the NCP, and in accordance with pertinent USEPA guidance, for such actions.

3. For other removal actions, the U.S. Air Force will provide USEPA and the State with any information required by CERCLA, the NCP, and in accordance with pertinent USEPA guidance, such as the Action Memorandum, the Engineering Evaluation/Cost Analysis (in the case of non-time-critical removals) and, to the extent it is not otherwise included, all information required to be provided in accordance with Paragraph 2 of this Subpart. Such information shall be furnished as early as practicable, but not less than forty-five (45) days before the response action is to begin.

4. All activities related to ongoing removal actions shall be reported by the U.S. Air Force in the progress reports as described in Part XX, Reporting.

E. Dispute

Any dispute among the Parties as to whether a proposed non-emergency response action is a proper removal action under CERCLA, or as to the consistency of such a removal action with the final remedial action, shall be resolved pursuant to Part XIII, Resolution of Disputes. Such dispute may be brought directly to the DRC or the SEC at any Party's request.

XII. CONSULTATION

Review and Comment Process for Draft and Final Documents

A. Applicability:

The provisions of this Part establish the procedures that shall be used by the Parties to provide each other with appropriate notice, review, comment, and response to comments regarding RI/FS and remedial design and remedial action (RD/RA) documents, specified herein as either primary or secondary documents. In accordance with Section 120 of CERCLA, 42 U.S.C. § 9620, and 10 U.S.C. § 2705, the U.S. Air Force will normally be responsible for issuing primary and secondary documents to USEPA and NYSDEC; As of the effective date of this Agreement, all draft and final reports for any deliverable document identified herein shall be prepared, distributed and subject to dispute in accordance with Paragraphs B through J below.

The designation of a document as "draft" or "final" is solely for purposes of consultation with USEPA and NYSDEC in accordance with this Part. Such designation does not affect the obligation of the Parties to issue documents, which may be referred to herein as "final", to the public for review and comment as appropriate and as required by law.

B. General Process for RI/FS and RD/RA documents:

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1. Primary documents include those reports that are major, discrete portions of RI/FS or RD/RA activities. Primary documents are initially issued by the U.S. Air Force in draft subject to review and comment by USEPA and NYSDEC. Following receipt of comments on a particular draft primary document, the U.S. Air Force will respond to the comments received and issue a draft final primary document subject to dispute resolution. The draft final primary document will become the final primary document either thirty (30) days after the period established for review of a draft final document if dispute resolution is not invoked or as modified by decision of the dispute resolution process.

2. Secondary documents include those reports that are discrete portions of the primary documents and are typically input or feeder documents. Secondary documents are issued by the U.S. Air Force in draft subject to review and comment by USEPA and NYSDEC. Although the U.S. Air Force will respond to comments received, the draft secondary documents may be finalized in the context of the corresponding primary documents. A secondary document may be disputed at the time the corresponding draft final primary document is issued.

C. Primary Reports:

1. The U.S. Air Force shall complete and transmit draft reports for the following primary documents to USEPA and NYSDEC for review and comment in accordance with the provisions of this Part:

a. Completion Reports for AOCs
b. Identification of AOCs
c. RI Scope of Work
d. RI/FS Work Plan, including Sampling and Analysis Plan [and the Quality Assurance Project Plan (QAPP)]
e. Risk Assessment
f. Community Relations Plan
g. RI Report
h. Initial Screening of Remedial Alternatives
i. FS Report
j. Proposed Remedial Action Plan
k. Record of Decision (ROD)
l. Remedial Design (RD)
m. Remedial Action Work Plan

2. Only the draft final reports for the primary documents identified above shall be subject to dispute resolution. The U.S. Air Force shall complete and transmit draft primary documents in accordance with the timetable and deadlines established in Part XVI, Deadlines, of this Agreement.

D. Secondary Documents:

1. The U.S. Air Force shall complete and transmit draft reports for the following secondary documents to USEPA and NYSDEC for review and comment in accordance with the provisions of this Part:

a. Data Quality Objectives
b. Detailed Analysis of Alternatives
c. Treatability Studies (if appropriate for the Site)
d. Sampling and Data Results

2. Although USEPA and NYSDEC may comment on the draft reports for the secondary documents listed above, such documents shall not be subject to dispute resolution except as provided by Subpart B hereof. Target dates shall be established for the completion and transmission of draft secondary reports pursuant to Part XVI, Deadlines, of this Agreement. The Project Managers also may agree in writing upon additional secondary documents that are within the scope of the listed primary reports.

E. Meetings of the Project Managers on Development of Reports:

The Project Managers shall meet approximately every ninety (90) days, except as otherwise agreed by all the Parties, to review and discuss the progress of work being performed at the Site on the primary and secondary documents. Prior to preparing any draft report specified in Subparts C and D above, the Project Managers shall meet to discuss the report results in an effort to reach a common understanding, to the maximum extent practicable, with respect to the results to be presented in the draft report.

F. Identification and Determination of Potential ARARs:

1. For those primary reports or secondary documents that consist of or include ARAR determinations, prior to the issuance of a draft report, the Project Managers shall meet to identify and propose, to the best of their ability, all potential ARARs pertinent to the report being addressed. NYSDEC shall timely identify potential state ARARs as required by CERCLA and the NCP. Draft ARAR determinations shall be prepared by the U.S. Air Force in accordance with Section 121(d)(2) of CERCLA, the NCP and pertinent guidance issued by USEPA.

2. In identifying potential ARARs, the Parties recognize that actual ARARs can be identified only on a site-specific basis and that ARARs depend on the specific hazardous substances, pollutants and contaminants at a Site, the particular actions proposed as a remedy and the characteristics of a Site. The Parties recognize that ARAR identification is necessarily an iterative process and that potential ARARs must be re-examined throughout the RI/FS process until a ROD is issued. The State will identify to the U.S. Air Force those state and local agencies which may wish to submit ARARs, and the U.S. Air Force will solicit submission of ARARs from the identified agencies.

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G. Review and Comment on Draft Reports:

1. The U.S. Air Force shall complete and transmit each draft primary report to USEPA and NYSDEC on or before the corresponding deadline established for the issuance of the report. The U.S. Air Force shall complete and transmit each draft secondary document in accordance with the target dates established for the issuance of such reports established pursuant to Part XVI, Deadlines, of this Agreement.

2. Unless the Parties mutually agree to another time period, all draft reports shall be subject to a 60-day period for review and comment. Review of any document by USEPA and NYSDEC may concern all aspects of the report (including completeness) and should include, but is not limited to, technical evaluation of any aspect of the document, consistency with CERCLA, the NCP and any pertinent guidance or policy issued by the USEPA or NYSDEC. Comments by USEPA and NYSDEC shall be provided with adequate specificity so that the U.S. Air Force may respond to the comment and, if appropriate, make changes to the draft report. Comments shall refer to any pertinent sources of authority or references upon which the comments are based, and, upon request of the U.S. Air Force, USEPA or NYSDEC shall provide a copy of the cited authority or reference. In cases involving complex or unusually lengthy reports, USEPA or NYSDEC may extend the 60-day comment period for an additional 60 days by written notice to the U.S. Air Force prior to the end of the 60-day period. On or before the close of the comment period, USEPA and NYSDEC shall transmit by next day mail their written comments to the U.S. Air Force.

3. Representatives of the U.S. Air Force shall make themselves readily available to USEPA and NYSDEC during the comment period for the purpose of informally responding to questions and comments on draft reports. Oral comments made during such discussions need not be the subject of a written response by the U.S. Air Force on the close of the comment period.

4. In commenting on a draft report which contains a proposed ARAR determination, USEPA and NYSDEC shall include a reasoned statement of whether they object to any portion of the proposed ARAR determination. To the extent that either USEPA or NYSDEC does object, it shall explain the basis for its objection in detail and shall identify any ARARs which it believes were not properly addressed in the proposed ARAR determination.

5. Following the close of the comment period for a draft report, the U.S. Air Force shall give full consideration to all written comments on the draft report submitted during the comment period. Within 30 days of the close of the comment period on a draft secondary report, the U.S. Air Force shall transmit to USEPA and NYSDEC its written response to comments received within the comment period. Within 30 days of the close of the comment period on a draft primary report, the U.S. Air Force shall transmit to USEPA and NYSDEC a draft final primary report, which

shall include the U.S. Air Force's response to all written comments, received within the comment period. While the resulting draft final report shall be the responsibility of the U.S. Air Force, it shall be the product of consensus to the maximum extent possible.

6. The U.S. Air Force may extend the 30-day period for either responding to comments on a draft report or for issuing the draft final primary report for an additional 20 days by providing notice to USEPA and NYSDEC. In appropriate circumstances, this time period may be further extended in accordance with Part XVII, Extensions, hereof.

H. Availability of Dispute Resolution for Draft Final Primary Documents:

1. Dispute resolution shall be available to the Parties for draft final primary reports as set forth in Part XIII, Resolution of Disputes.

2. When dispute resolution is invoked on a draft primary report, work may be stopped in accordance with the procedures set forth in Part XIII, Resolution of Disputes.

I. Finalization of Reports:

The draft final primary report shall serve as the final primary report if no party invokes dispute resolution regarding the document or, if invoked, at completion of the dispute resolution process should the U.S. Air Force's position be sustained in dispute resolution. If the U.S. Air Force's determination is not sustained in the dispute resolution process, the U.S. Air Force shall prepare, within not more than 35 days, a revision of the draft final report which conforms to the results of dispute resolution. In appropriate circumstances, the time period for this revision period may be extended in accordance with Part XVII, Extensions, hereof.

J. Subsequent Modifications of Final Reports (Including Additional Work or Modification to Work):

Following finalization of any primary report pursuant to Subpart I above, a Party to this Agreement may seek to modify the report, including seeking additional field work, pilot studies, computer modeling or other supporting technical work, only as provided in Subparagraphs 1 and 2 below.

1. Any Party to this Agreement may seek to modify a report after finalization if it determines, based on new information (e.g., information that became available, or conditions that became known, after the report was finalized) that the requested modification is necessary. A Party may seek such a modification by submitting a concise written request to the Project Managers of the other Parties. The request shall specify the nature of



the requested modification and how the request is based on new information.

2. In the event that a consensus is not reached by the Project Managers on the need for a modification, any Party may invoke dispute resolution to determine if such modification shall be conducted. Modification of a report shall be required only upon a showing that: (1) the requested modification is based on significant new information; and (2) the requested modification could be of significant assistance in evaluating impacts on the public health or the environment, in evaluating the selection of remedial alternatives, or in protecting human health and the environment.

3. Nothing in this Subpart shall alter USEPA's or NYSDEC's ability to request the performance of additional work which was not contemplated by this Agreement. The U.S. Air Force's obligation to perform such work under this Agreement must be established by either a modification of a report or document or by amendment to this Agreement.

XIII. RESOLUTION OF DISPUTES

Except as specifically set forth elsewhere in this Agreement, if a dispute arises under this Agreement, the procedures of this Part shall apply. Any Party may invoke this dispute resolution procedure.

All Parties to this Agreement shall make reasonable efforts to informally resolve disputes at the Project Manager or immediate supervisor level. If resolution cannot be achieved informally, the procedures of this Part shall be implemented to resolve a dispute.

A. Within thirty (30) days after: (1) the period established for review of a draft final primary document pursuant to Part XII, Consultation, of this Agreement, or (2) any action which leads to or generates a dispute, the disputing Party shall, with copies to the other Parties, submit to the Dispute Resolution Committee (DRC) a written statement of dispute setting forth the nature of the dispute, the work affected by the dispute, the disputing Party's position with respect to the dispute and the technical, legal or factual information the disputing Party is relying upon to support its position. The other Parties may submit statements setting forth their positions and supporting information.

B. Prior to any Party's issuance of a written statement of dispute, the disputing Party shall engage the other Party in informal dispute resolution among the Project Managers and/or their immediate supervisors. During this informal dispute resolution period the Parties shall meet as many times as are necessary to discuss and attempt resolution of the dispute.

C. The DRC will serve as a forum for resolution of disputes for which agreement has not been reached through informal dispute resolution. The Parties shall each designate one individual and an alternate to serve on the DRC. The individuals designated to serve on the DRC shall be employed at the policy level (Senior Executive Service (SES) or equivalent) or be delegated the authority to participate on the DRC for the purposes of dispute resolution under this Agreement. The USEPA representative on the DRC is the Emergency and Remedial Response Division Director of USEPA Region II or designated representative. The U.S. Air Force's designated member is the Director of Environmental Management, Strategic Air Command or designated representative. The NYSDEC representative on the DRC is the Director of the Division of Hazardous Waste Remediation or designated representative. Written notice of any delegation of authority from a Party's designated representative on the DRC shall be provided to all other Parties pursuant to the procedures of Part XXI, Notification.

D. Following elevation of a dispute to the DRC, the DRC shall have twenty-one (21) days to unanimously resolve the dispute and issue a written decision. If the DRC is unable to unanimously resolve the dispute within this twenty-one (21) day period, the written statement of dispute shall be forwarded, within seven (7) days after the close of the twenty-one (21) day resolution period to the Senior Executive Committee (SEC) for resolution.

E. The SEC will serve as the forum for resolution of disputes for which agreement has not been reached by the DRC. The USEPA representative on the SEC is the Regional Administrator of USEPA's Region II or designated representative. The U.S. Air Force's representative on the SEC is the Deputy Assistant Secretary of the Air Force for Environment, Safety, and Occupational Health or designated representative. The NYSDEC representative on the SEC is the Assistant Commissioner of Hazardous Waste Remediation or designated representative. Written notice of any delegation of authority from a Party's designated representative on the DRC shall be provided to all other Parties pursuant to the procedures of Part XXI, Notification. The SEC members shall, as appropriate, confer, meet and exert their best efforts to resolve the dispute and issue a written decision. If unanimous resolution of the dispute is not reached within twenty-one (21) days, USEPA's Regional Administrator shall issue a written position on the dispute within twenty-one (21) days of the close of the twenty-one (21) day resolution period. The U.S. Air Force or NYSDEC may, within twenty-one (21) days of the Regional Administrator's issuance of USEPA's position, issue a written notice elevating the dispute to the Administrator of USEPA for resolution in accordance with all applicable laws and procedures. Other parties may submit statements of position to the Administrator. In the event that a

Party elects not to elevate the dispute to the Administrator within the designated twenty-one (21) day resolution period, they shall be deemed to have agreed with Regional Administrator's written position with respect to the dispute.

F. Upon escalation of a dispute to the Administrator of USEPA pursuant to Subpart E, the Administrator will review and resolve the dispute within twenty-one (21) days. Upon request, and prior to resolving the dispute, the USEPA Administrator shall meet and confer with the U.S. Air Force's Secretariat Representative and the Commissioner of the NYSDEC or designated representative to discuss the issue(s) under dispute. Upon resolution, the Administrator shall provide the U.S. Air Force and NYSDEC with a written final decision setting forth resolution of the dispute. The duties of the Administrator set forth in this Part shall not be delegated.

G. The pendency of any dispute under this Part shall not affect the U.S. Air Force's responsibility for timely performance of the work required by this Agreement, except that the time period for completion of work affected by such dispute shall be extended for a period of time not to exceed the actual time taken to resolve any good faith dispute in accordance with the procedures specified herein. All elements of the work required by this Agreement which are not affected by the dispute shall continue and be completed in accordance with the applicable schedule.

H. When dispute resolution is in progress, work affected by the dispute will immediately be discontinued if the Emergency and Remedial Response Division Director for USEPA's Region II or, after the State receives authorization for its corrective action program ("corrective action authorization"), NYSDEC's Director of the Division of Hazardous Waste Remediation requests in writing, that work related to the dispute be stopped because, in USEPA's or NYSDEC's opinion, such work is inadequate or defective, and such inadequacy or defect is likely to yield an adverse effect on human health or the environment, or is likely to have a substantial adverse effect on the remedy selection or implementation process. Prior to corrective action authorization NYSDEC may request USEPA's Division Director to stop work for the reasons stated above. To the extent possible, the Parties seeking a work stoppage shall consult with the other Parties prior to initiating a work stoppage request. After stoppage of work, if a Party believes that the work stoppage is inappropriate or may have potential significant adverse impacts, the Parties may meet to discuss the work stoppage. Following this meeting, and further consideration of the issues, USEPA's Division Director, (and/or, after corrective action authorization, NYSDEC's Division Director) will issue, in writing, a final decision with respect to the work stoppage. The final written decision may immediately be subjected to formal dispute

resolution. Such dispute may be brought directly to either the DRC or the SEC, at the discretion of any Party.

I. Within twenty-one (21) days of resolution of a dispute pursuant to the procedures specified in this Part, the U.S. Air Force shall incorporate the resolution and final determination into the appropriate plan, schedule or procedures and proceed to implement this Agreement according to the amended plan, schedule or procedures.

J. Except as provided below, resolution of a dispute pursuant to this Part of the Agreement constitutes a final resolution of that dispute arising under this Agreement. All Parties shall abide by all terms and conditions of any final resolution of dispute obtained pursuant to this Part of this Agreement.

Notwithstanding the provisions of this Part, the State reserves all of the rights it may have to obtain judicial review of any final resolution of the Administrator, and all rights reserved pursuant to Part XXXIII, New York State's Reservation of Rights.

XIV. ENFORCEABILITY

A. The Parties agree that:

1. Upon the effective date of this Agreement, any standard, regulation, condition, requirement or order which has become effective under CERCLA (including any standard, regulation, condition, requirement or order under ARARs) and is incorporated into this Agreement is enforceable by any person pursuant to Section 310 of CERCLA, and any violation of such standard, regulation, condition, requirement or order will be subject to civil penalties under Sections 310(c) and 109 of CERCLA;

2. All timetables or deadlines associated with the RI/FS shall be enforceable by any person pursuant to Section 310 of CERCLA, and any violation of such timetables or deadlines will be subject to civil penalties under Sections 310(c) and 109 of CERCLA;

3. All terms and conditions of this Agreement which relate to operable unit or final remedial actions, including corresponding timetables, deadlines or schedules, and all work associated with the operable unit or final remedial actions, shall be enforceable by any person pursuant to Section 310(c) of CERCLA, and any violation of such terms or conditions will be subject to civil penalties under Sections 310(c) and 109 of CERCLA; and

4. Any final resolution of a dispute pursuant to Part XIII of this Agreement which establishes a term, condition, timetable, deadline or schedule shall be enforceable by any person pursuant to Section 310(c) of CERCLA, and any violation of such term,

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condition, timetable, deadline or schedule will be subject to civil penalties under Sections 310(c) and 109 of CERCLA.

B. Nothing in this Agreement shall be construed as authorizing any person to seek judicial review of any action or work where review is barred by any provision of CERCLA, including Section 113(h) of CERCLA.

C. The Parties agree that all Parties shall have the right to enforce the terms of this Agreement.

XV. STIPULATED PENALTIES

A. In the event that the U.S. Air Force fails to submit a primary document to USEPA or NYSDEC pursuant to the appropriate timetable or deadline in accordance with the requirements of this Agreement, or fails to comply with a term or condition of this Agreement which relates to an operable unit or final remedial action, USEPA may assess a stipulated penalty against the U.S. Air Force. Similarly, in such instances NYSDEC may demand of the U.S. Air Force and, pursuant to such demand, USEPA may assess a stipulated penalty.

A stipulated penalty may be assessed in an amount not to exceed $5,000 for the first week (or part thereof), and $10,000 for each additional week (or part thereof) for which a failure set forth in this Subpart occurs.

B. Upon determining that the U.S. Air Force has failed in a manner set forth in Subpart A, USEPA or NYSDEC shall so notify the U.S. Air Force in writing. If the failure in question is not already subject to dispute resolution at the time such notice is received, the U.S. Air Force shall, within fifteen (15) days after receipt of the notice, invoke dispute resolution on the question of whether the failure did in fact occur. The U.S. Air Force shall not be liable for the stipulated penalty assessed by USEPA if the failure is determined, through the dispute resolution process, not to have occurred. No assessment of stipulated penalty shall be final until the conclusion of dispute resolution procedures related to the assessment of the stipulated penalty.

C. The annual reports required by Section 120(e)(5) of CERCLA, 42 U.S.C. 9620(e)(5) shall include, with respect to each final assessment of a stipulated penalty against the U.S. Air Force under this Agreement, each of the following:

1. The Federal facility responsible for the failure;

2. A statement of the facts and circumstances giving rise to the failure;

3. A statement of any administrative or other corrective action taken at the relevant Federal facility, or a statement of why such measures were determined to be inappropriate;

4. A statement of any additional action taken by or at the Federal facility to prevent recurrence of the same type of failure; and

5. The total dollar amount of the stipulated penalty assessed for the particular failure.

D. 1. Stipulated penalties assessed pursuant to this Part shall be payable to the Hazardous Substances Superfund and the appropriate State fund in accordance with subparagraph D. 2. of this Part, only in a manner and to the extent expressly provided for in the Acts authorizing funds for and appropriations to DOD.

2. USEPA and NYSDEC agree, to extent allowed by law, to share equally any stipulate penalties paid by the U.S. Air Force between the Hazardous Substance Superfund and the appropriate State fund.

E. In the case of a NYSDEC demand for issuance of stipulated penalty where USEPA chooses not to assess the penalty demanded by the State or if the State does not receive one-half (1/2) of the penalty assessed, NYSDEC may pursue any penalty, remedy or sanction it may have under law.

F. In the event that the U.S. Air Force fails to pay any stipulated penalty as provided hereunder, the U.S. Air Force shall inform the USEPA and NYSDEC of the specific basis for the failure to pay the penalties.

G. In no event shall this Part give rise to a stipulated penalty in excess of the amount set forth in CERCLA 109, 42 U.S.C. 9609.

H. This Part shall not affect the U.S. Air Force's ability to obtain an extension of a timetable, deadline or schedule pursuant to Part XVII, Extensions, of this Agreement.

I. Nothing in this Agreement shall be construed to render any officer or employee of the U.S. Air Force personally liable for the payment of any stipulated penalty assessed pursuant to this Part.

XVI. DEADLINES

A. The following deadlines have been established, in conjunction with the State, for documents pursuant to this Agreement.

1. Identification of AOCs, in accordance with Section IX, Work To Be Performed, of this Agreement, shall be submitted

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within forty-five (45) days after the effective date of this Agreement.

2. The RI Scope of Work shall be submitted within ninety (90) days after USEPA and NYSDEC determine which AOCs will be investigated and remediated in accordance with Section IX, Work To Be Performed, of this Agreement.

3. The RI/FS Work Plan, (including Sampling and Analysis Plan and QAPP) shall be submitted thirty (30) days after the date of approval of the RI Scope of Work.

B. Within twenty-one (21) days of the effective date of this Agreement, the U.S. Air Force shall propose deadlines for completion of the following draft primary documents:

1. Completion Reports for AOCs
2. Risk Assessment
3. Community Relations Plan
4. RI Report
5. Initial Screening of Alternatives
6. FS Report
7. Proposed Remedial Action Plan (PRAP)
8. Record of Decision (ROD)

Within fifteen (15) days of receipt USEPA and NYSDEC shall review and provide comments to the U.S. Air Force regarding the proposed deadlines. Within fifteen (15) days following receipt of the comments the U.S. Air Force shall, as appropriate, make revisions and reissue the proposal. The Parties shall meet as necessary to discuss and finalize the proposed deadlines. If they agree on proposed deadlines, the finalized deadlines shall be incorporated into the appropriate Work Plans. If the Parties fail to agree within thirty (30) days on the proposed deadlines, the matter shall immediately be submitted for dispute resolution pursuant to Part XIII, Resolution of Disputes, of this Agreement. The final deadlines established pursuant to this Subpart shall be published by USEPA, in conjunction with the State.

C. Within twenty-one (21) days of issuance of the Record of Decision, the U.S. Air Force shall propose deadlines for completion of the following draft primary documents:

1. Remedial Design
2. Remedial Action Work Plan (to include a schedule for (RD/RA)

These deadlines shall be proposed, finalized and published utilizing the same procedures set forth in Subpart B above.

D. The deadlines set forth in this Part, or to be established as set forth in this Part, may be extended pursuant to Part XVII, Extensions, of this Agreement. The Parties recognize that one possible basis for extension of the deadlines for completion of the Remedial Investigation and Feasibility Study Reports is the

identification of significant new Site conditions during the performance of the remedial investigation.

XVII. EXTENSIONS

A. Timetables, deadlines and schedules shall be extended upon receipt of a timely request for extension and when good cause exists for the requested extension. Any request for extension by the U.S. Air Force shall be submitted to USEPA and NYSDEC in writing and shall specify:

1. The timetable, deadline or schedule that is sought to be extended;
2. The length of the extension sought;
3. The good cause(s) for the extension; and
4. Any related timetable and deadline or schedule that would be affected if the extension were granted.

B. Good cause exists for an extension when sought in regard to:

1. An event of force majeure;
2. A delay caused by the failure of another Party to this Agreement to meet any requirement of this Agreement;
3. A delay caused by the good faith invocation of dispute resolution pursuant to this Agreement or the initiation of judicial action;
4. A delay caused, or which is likely to be caused, by the grant of an extension in regard to another timetable and deadline or schedule; provided that the possibility of a delay was foreseeable and identified at the time the initial request for an extension was made; and
5. Any other event or series of events mutually agreed to by the Parties as constituting good cause.

C. Absent agreement of the Parties with respect to the existence of good cause, the U.S. Air Force may seek and obtain a determination through the dispute resolution process that good cause exists.

D. Within seven (7) days of receipt of a request for an extension of a timetable, deadline or schedule, USEPA and NYSDEC shall advise the U.S. Air Force in writing of their respective positions on the request. Any failure by USEPA or NYSDEC to respond within the 7-day period shall be deemed to constitute its concurrence in the request for extension. If USEPA or NYSDEC does not concur in the requested extension, it shall include in its statement of nonconcurrence an explanation of the basis for its position.

E. If there is consensus among the Parties that the requested extension is warranted, the U.S. Air Force shall extend the affected timetable and deadline or schedule accordingly. If there is no consensus among the Parties as to whether all or part of the requested extension is warranted, the timetable and deadline or schedule shall not be extended except in accordance with determination resulting from the dispute resolution process.

F. Within seven days of receipt of a statement of nonconcurrence with the requested extension, the U.S. Air Force may invoke dispute resolution.

G. A timely and good faith request for an extension shall toll any assessment of related stipulated penalties or application for judicial enforcement of the affected timetable and deadline or schedule until a decision is reached on whether the requested extension will be approved. If dispute resolution is invoked and the requested extension is denied, stipulated penalties may be assessed and may accrue from the date of the original timetable, deadline or schedule. Following the grant of an extension, an assessment of stipulated penalties or an application for judicial enforcement may be sought only to compel compliance with the timetable and deadline or schedule as most recently extended.

XVIII. FORCE MAJEURE

A Force Majeure shall mean any event arising from causes beyond the control of a Party that causes a delay in, or prevents the performance of, any obligation under this Agreement, including, but not limited to, acts of God; fire; war; insurrection; civil disturbance; explosion; unanticipated breakage or accident to machinery, equipment or lines of pipe despite reasonably diligent maintenance; adverse weather conditions that could not be reasonably anticipated; unusual delay in transportation; restraint by court order or order of public authority; inability to obtain, at reasonable cost and after exercise of reasonable diligence, any necessary authorizations, approvals, permits or licenses due to action or inaction of any governmental agency or authority other than the U.S. Air Force; delays caused by compliance with applicable statutes or regulations governing contracting, procurement or acquisition procedures, despite the exercise of reasonable diligence; and insufficient availability of appropriated funds, if the U.S. Air Force shall have made timely request for such funds as part of the budgetary process as set forth in Part XIX, Funding, of this Agreement; provided, however, that the U.S. Air Force shall exercise reasonable diligence to minimize any such delays. A Force Majeure shall also include any strike or other labor dispute, whether or not within the control of the Parties affected thereby. Force Majeure shall not include increased

costs or expenses of Response Actions, whether or not anticipated at the time such Response Actions were initiated.

XIX. FUNDING

It is the expectation of the Parties to this Agreement that all obligations of the U.S. Air Force arising under this Agreement will be fully funded. The U.S. Air Force agrees to seek sufficient funding through the DOD budgetary process to fulfill its obligations under this Agreement.

In accordance with Section 120(e)(5)(B) of CERCLA, 42 U.S.C. 9620(e)(5)(B), the U.S. Air Force shall include in its submission to DOD's annual report to Congress the specific cost estimates and budgetary proposals associated with the implementation of this Agreement.

Any requirement for the payment or obligation of funds, including stipulated penalties, by the U.S. Air Force established by the terms of this Agreement shall be subject to the availability of appropriated funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. 1341. In cases where payment or obligation of funds would constitute a violation of the Anti-Deficiency Act, the dates established requiring the payment or obligation of such funds shall be appropriately adjusted.

Funds authorized and appropriated annually by Congress under the "Environmental Restoration, Defense" appropriation in the Department of Defense Appropriation Act and allocated by the Deputy Assistant Secretary of Defense for Environment (DASD(E)) to the U.S. Air Force will be the source of funds for activities required by this Agreement consistent with Section 211 of SARA, 10 U.S.C. Chapter 160. However, should the Environmental Restoration, Defense appropriation be inadequate in any year to meet the total U.S. Air Force CERCLA implementation requirements, the DOD shall employ and the U.S. Air Force shall follow a standardized DOD prioritization process which allocates that year's appropriations in a manner which maximizes the protection of human health and the environment. A standardized DOD prioritization model shall be developed and utilized with the assistance of USEPA and the states.

XX. REPORTING

The U.S. Air Force agrees it shall submit to the Project Managers, as set forth in Part XXI, Notification, monthly written Progress Reports which describe the actions which the U.S. Air Force has taken during the previous month to implement the requirements of this Agreement. Progress Reports shall also

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describe the activities scheduled to be taken during the upcoming month. Progress Reports shall be submitted by the tenth (10) day of each month following the effective date of this Agreement. The progress reports shall include a detailed statement of the manner and extent to which the requirements and time schedules of this Agreement are being met. The Progress Reports shall identify any anticipated delays (or money shortfalls) in meeting time schedules, the reason(s) for the delay and actions taken to prevent or mitigate the delay.

When the U.S. Air Force Project Manager recognizes that a force majeure event has occurred and that it will require an extension of a timetable schedule or deadline, that circumstance will be reported in the following Progress Report. However, inclusion of such information in the Progress Report shall not alter the U.S. Air Force's obligation to provide timely requests for extension.

XXI. NOTIFICATION

Unless otherwise specified, ten (10) copies of any Report or Submittal provided pursuant to a schedule or deadline identified in or developed under this Agreement shall be sent, return receipt requested, and addressed or hand delivered to:

CERCLA Regional Project Manager for
Griffiss Air Force Base
Emergency and Remedial Response Division
U.S. Environmental Protection Agency, Region II
26 Federal Plaza, Room 2930
New York, New York 10276

and seven (7) copies to:

Mr. Joseph L. Slack, P.E., Director
Bureau of Eastern Remedial Action
Division of Hazardous Waste Remediation
N.Y.S. Department of Environmental Conservation
50 Wolf Road
Albany, New York 12233-7010

along with one (1) copy sent to:

Mr. Andrew Bellina, P.E., Chief
Air and Waste Management Branch
U.S. Environmental Protection Agency, Region II
26 Federal Plaza, Room 1043
New York, New York 10278

Documents sent to the U.S. Air Force shall be addressed as follows unless the U.S. Air Force specifies otherwise by written notice:

Mr. Bruce H. Mero
Chief, Environmental Management Branch
416 CSG/DEV
Griffiss AFB, N.Y. 13441

Unless otherwise requested, all routine correspondences may be sent via regular mail to the above-named persons.

XXII. SAMPLING AND DATA AVAILABILITY

The Parties shall make available to each other quality assured results of sampling, tests or other data generated by any Party, or on their behalf, with respect to the implementation of this Agreement within sixty (60) days of their collection or performance. If quality assurance procedure is not completed within sixty (60) days, raw data or results shall be submitted within the sixty (60) day period and quality assured data or results shall be submitted as soon as they become available.

The sampling Party's Project Manager shall notify the other Parties' Project Managers not less than fourteen (14) days in advance of any sample collection. If it is not possible to provide fourteen (14) days prior notification, the sampling Party's Project Manager shall notify the other Project Managers as soon as possible after becoming aware that samples will be collected. Each Party shall allow, to the extent practicable, split or duplicate samples to be taken by the other Parties, or their authorized representatives, of any such samples.

XXIII. PRESERVATION OF RECORDS

Each Party to this Agreement shall preserve for a minimum of ten (10) years after termination of this Agreement all of its records and documents in its possession or in the possession of its contractors which relate in any way to the presence of hazardous substances, pollutants and contaminants at GAFB which relate to the actions carried out pursuant to this Agreement, despite any document retention policy to the contrary. After this ten (10) year period, each Party shall notify the other Parties at least ninety (90) days prior to destruction of any such documents or records. Upon request by any Party, the requested Party shall make available such records or documents or

copies thereof, unless withholding is authorized and determined appropriate by law.

XXIV. ACCESS

A. Without limitations on any authority conferred on USEPA and NYSDEC by statute or regulation, USEPA, NYSDEC or their authorized representatives, shall have authority to enter GAFB at all reasonable times for purposes consistent with the provisions of the Agreement. Such access shall include, but not be limited to:

1. inspecting records, operating logs, contracts and other documents relevant to implementation of this Agreement;
2. inspecting field activities of the U.S. Air Force and its contractors relevant to this Agreement, to assure that the activities of the U.S. Air Force, its response action contractors or lessees in implementing this Agreement are carried out in compliance with the Terms of this Agreement;
3. conducting such tests as the NYSDEC and the USEPA Project Managers deem necessary; and
4. verifying the data submitted to USEPA and NYSDEC by the U.S. Air Force.

The U.S. Air Force shall honor all requests for such access by USEPA and NYSDEC; however, such access shall be obtained in conformance with any statutory or U.S. Air Force regulatory requirements, and in a manner minimizing interference with any military operations at GAFB.

B. The Parties agree that this Agreement is subject to CERCLA 120(j), 42 U.S.C. 9620(j), regarding the issuance of Site Specific Presidential Orders as may be necessary to protect national security.

C. All Parties with access to GAFB pursuant to this section shall comply with all applicable health and safety plans. Implementation of the health and safety plan during GAFB activities under this Agreement will remain the responsibility of the U.S. Air Force and/or its contractors.

D. To the extent that activities pursuant to this Agreement must be carried out on property outside the control of the U.S. Air Force, the U.S. Air Force agrees to exercise its authorities pursuant to Section 104(e) of CERCLA to obtain access for itself, USEPA and NYSDEC from the present owners and occupants, and within a time period sufficient to meet any schedules established for such activities pursuant to this Agreement. The U.S. Air Force may request the assistance of the State and USEPA in obtaining such access to non-U.S. Air Force properties; however,

the U.S. Air Force shall have ultimate responsibility in obtaining access in accordance with its statutory authority.

E. With respect to non-U.S. Air Force property upon which monitoring wells, pumping wells, treatment facilities are to be located, or other response actions are to be taken pursuant to this Agreement, any access obtained shall, to the extent practicable, be conditioned upon (1) that no conveyance of title, easement, or other interest in the property shall be consummated without provisions for the continued operation of such wells, treatment facilities, or other response actions on the property, and (2) that the owners of any such property shall notify the U.S. Air Force, NYSDEC, and USEPA by certified mail, at least thirty (30) days prior to any conveyance of an interest in the property, of the property owner's intent to convey and of the provisions made for the continued operation of the monitoring wells, treatment facilities, or other response actions pursuant to this Agreement.

XXV. FIVE YEAR REVIEW

Consistent with Section 121(c) of CERCLA/SARA, 42 U.S.C. 9621(c) and in accordance with this Agreement, if the selected remedial action results in any hazardous substances, pollutants or contaminants remaining at the Site, the Parties shall review the remedial action no less often than each five (5) years after the initiation of the final remedial action to assure that human health and the environment are being protected by the remedial action being implemented. If upon such review any of the Parties propose additional action or modification of the remedial action such proposal shall be handled under Part XII, Consultation, of this Agreement.

To synchronize the five-year reviews for all operable units and final remedial actions, the following procedure will be used:

Review of operable unit remedial actions will be conducted every five (5) years counting from the initiation of the remedial action for the first operable unit, until initiation of the final remedial action for the Site. At that time, a separate review for all operable units shall be conducted. Review of the final remedial action (including all operable units) shall be conducted every five (5) years, thereafter.

XXVI. OTHER CLAIMS

Nothing in this Agreement shall constitute or be construed as a bar or release from any claim, cause of action or demand in law or equity by or against any person, firm, partnership or corporation not a signatory to this Agreement for any liability it may have arising out or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken from GAFB.

Unless specifically agreed to in writing by the Parties, USEPA and the State shall not be held as a party to any contract entered into by the U.S. Air Force to implement the requirements of this Agreement.

This Agreement shall not restrict USEPA or NYSDEC from taking any legal or response action for any matter not specifically addressed by this Agreement.

USEPA, NYSDEC and the U.S. Air Force shall provide a copy of this Agreement to appropriate contractors, subcontractors, laboratories, and consultants retained to conduct any portion of the work performed pursuant to this Agreement prior to beginning work to be conducted under this Agreement.

Nothing in this Agreement shall preclude, limit or affect in any way any claims for damages for injury to, destruction of, or loss of natural resources, or for the costs of assessing such injury, destruction or loss.

XXVII. AMENDMENT OF AGREEMENT

This Agreement can be amended in accordance with Part XXX, Public Comment and Effective Date, upon written consent of all Parties. Such amendments may be proposed by any Party and shall be effective the third business day following the day the last Party to sign the amendment sends its notification of signing to the other Parties. The Parties may agree to a different effective date.

XXVIII. TRANSFER OF REAL PROPERTY

At least ninety (90) days prior to any transfer, the U.S. Air Force shall notify USEPA and NYSDEC of the proposed transfer of real property subject to this Agreement and the provision made for any additional remedial actions. The U.S. Air Force shall also notify USEPA and NYSDEC of any substantial change of use proposed for any AOC.

The U.S. Air Force shall not transfer any real property comprising any portion of GAFB except in compliance with Section 120(h) of CERCLA and any proposed or promulgated regulation thereunder.

XXIX. PUBLIC PARTICIPATION

A. The Parties agree that this Agreement and any subsequent proposed remedial action alternative(s) and subsequent plan(s) for remedial action at GAFB arising out of this Agreement shall comply with the administrative record and public participation requirements of CERCLA, including Sections 117 and 113(k), 42 U.S.C. Sections 9617 and 9613(k), the NCP, USEPA guidance on public participation and administrative records.

B. The U.S. Air Force shall develop and implement a Community Relations Plan (CRP) as required by Part XII, Consultation, which responds to the need for an interactive relationship with all interested community elements, both on and off GAFB, regarding environmental activities conducted pursuant to this Agreement by the U.S. Air Force. The U.S. Air Force agrees to develop and implement the CRP in a manner consistent with Section 117 of CERCLA, 42 U.S.C. Section 9617, the NCP, USEPA guidance on community relations and the NYSDEC Inactive Waste Site Citizen Participation Plan.

C. The public participation requirements of this Agreement shall be implemented so as to be consistent with the public participation requirements applicable to RCRA permits under 40 CFR Part 124 and Section 7004 of RCRA.

D. Any Party issuing a news release to the media regarding any of the work required by this Agreement shall advise the other Parties of such news release and the contents thereof, at least forty-eight (48) hours before the issuance of such news release and of any subsequent changes prior to release.

E. The U.S. Air Force shall establish a Technical Review Committee(TRC) as described in 10 U.S.C. Section 2705(c).

F. The U.S. Air Force agrees it shall establish and maintain an administrative record at or near GAFB in accordance with Section 113(k) of CERCLA, 42 U.S.C. Section 9613. The administrative record shall be established and maintained in accordance with USEPA policy and guidelines. Submissions to the administrative record will be provided to USEPA and NYSDEC by the time of inclusion into the record. NYSDEC or USEPA may designate documents for inclusion in the administrative record.

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G. The U.S. Air Force agrees it shall follow the public participation requirements of CERCLA Section 113(k) and comply with any guidance and/or regulations promulgated by USEPA with respect to such Section.

XXX. PUBLIC COMMENT AND EFFECTIVE DATE

A. Within fifteen (15) days of the date of the acceptance of this Agreement, USEPA shall provide public notice that this Agreement has been developed and shall announce the availability of this Agreement to the public for a forty-five (45) day review and comment period. USEPA shall accept comments from the public on behalf of all Parties for a period of forty-five (45) days after such announcement. At the end of the comment period, USEPA shall promptly transmit to the other Parties copies of all comments received. The Parties shall review all such comments and shall either:

1. Determine that the Agreement should be made effective in its present form, in which case USEPA shall immediately issue a written notice to that effect to the other Parties, and the Agreement shall become effective on the date said notice is issued; or

2. If the determination in Subpart 1 above is not made, the Parties shall meet to discuss and agree upon any proposed changes. If the Parties do not mutually agree on all needed changes within fifteen (15) days from the close of the public comment period, the Parties shall submit their written notices of position, concerning those provisions still in dispute, directly to the Dispute Resolution Committee, and the procedures of Part XIII, Resolution of Disputes, shall be applied to the disputed provisions. Upon resolution of any proposed changes, the Agreement, as modified, may be re-executed by the Parties, with USEPA signing last, and, if so re-executed, shall become effective on the date that it is signed by USEPA.

B. Any response action underway upon the effective date of this Agreement shall be subject to oversight by the Parties.

XXXI. RECOVERY OF NEW YORK STATE'S EXPENSES

A. The U.S. Air Force agrees to request funding and reimburse the State, subject to the conditions and limitations set forth in this Part, and subject to Part XIX, Funding, for all reasonable costs it incurs in providing services in direct support of the U.S. Air Force's environmental restoration activities pursuant to this Agreement at the Site, provided that the costs of such

services have not been reimbursed to the States by other federal mechanisms (such as USEPA funding).

B. Reimbursable expenses shall consist only of actual expenditures required to be made and actually made by the State in providing the following assistance to GAFB:

1. Timely technical review and substantive comment on reports or studies which the U.S. Air Force prepares in support of its response actions and submits to the State.

2. Identification and explanation of unique State requirements applicable to military installations in performing response actions, especially State applicable or relevant and appropriate requirements (ARARs).

3. Field visits to ensure investigations and cleanup activities are implemented in accordance with appropriate State requirements, or in accordance with agreed upon conditions between the State and the U.S. Air Force that are established in the framework of this Agreement.

4. Support and assistance to the U.S. Air Force in the conduct of public participation activities in accordance with Federal and State requirements for public involvement.

5. Participation in the review and comment functions of the U.S. Air Force Technical Review Committee.

6. Other services specified in this Agreement.

C. Within ninety (90) days after the end of each quarter of the federal fiscal year, the State shall submit to the U.S. Air Force an accounting of all State costs actually incurred during that quarter in providing direct support services under this Part. Such accounting shall be accompanied by cost summaries and be supported by documentation which meets federal auditing requirements. The summaries will set forth employee-hours and other expenses by major type of support service. All costs submitted must be for work directly related to implementation of this Agreement and not inconsistent with either the National Contingency Plan (NCP) or the requirements described in OMB Circulars A-87 (Cost Principles for State and Local Governments) and A-128 (Audits for State and Local Cooperative Agreements with State and Local Governments) and Standard Forms 424 and 270. The U.S. Air Force has the right to audit cost reports used by the State to develop the cost summaries. Before the beginning of each fiscal year, the State shall supply a budget estimate of what it plans to do in the next year in the same level of detail as the billing documents.

D. Except as allowed pursuant to Subparts E or F below, within ninety (90) days of receipt of the accounting provided pursuant to Subpart C above, the U.S. Air Force shall reimburse the State in the amount set forth in the accounting.

E. In the event the U.S. Air Force contends that any of the costs set forth in the accounting provided pursuant to Subpart C above are not properly payable, the matter shall be resolved through a bilateral dispute resolution process set forth at Subpart I below.

F. The U.S. Air Force shall not be responsible for reimbursing the State for any costs actually incurred in the implementation of this Agreement in excess of one percent (1%) of the U.S. Air Force total lifetime Defense Environmental Restoration Account (DERA) project costs incurred throughout construction of the remedial action(s). This total reimbursement limit is currently estimated to be a sum of one million dollars ($1,000,000) over the life of the Agreement. Circumstances could arise whereby fluctuations in the U.S. Air Force estimates or actual final costs through the construction of the final remedial action creates a situation where the State receives reimbursement in excess of one percent of these costs. Under these circumstances, the State remains entitled to payment for services rendered prior to the completion of a new estimate if the services are within the ceiling applicable under the previous estimate.

1. Funding of support services must be constrained so as to avoid unnecessary diversion of the limited DERA funds available for the overall cleanup, and

2. Support services should not be disproportionate to overall project costs and budget.

G. Either the U.S. Air Force or the State may request, on the basis of significant upward or downward revisions in the U.S. Air Forces's estimate of its total lifetime costs throughout construction used in Subpart F above, a renegotiation of the cap. Failing an agreement, either the U.S. Air Force or the State may initiate dispute resolution in accordance with Subpart I below.

H. This Agreement is the mechanism for payment of the costs incurred by the State in providing the services listed in Subpart B of this Part in relation to DERA-funded work carried out at the Site after the effective date of this Agreement. Full payment of State costs pursuant to this Agreement constitutes final settlement of any claims the State of New York may have for performance, after the effective date of this Agreement, of the foregoing services.

I. Part XIII, Resolution of Disputes, notwithstanding, this Subpart shall govern any dispute between the U.S. Air Force and the State regarding the application of this Part or any matter controlled by the Part including, but not limited to, allowability of expenses and limits on reimbursement. While it is the intent of the U.S. Air Force and the State that these procedures shall govern resolution of disputes concerning State reimbursement, informal dispute resolution is encouraged.

1. The U.S. Air Force and State Project Managers shall be the initial points of contact for coordination of dispute under this Subpart.

2. If the U.S. Air Force and State Project Managers are unable to resolve a dispute, the matter shall be referred to the U.S. Air Force's Director of Environmental Management, Strategic Air Command and NYSDEC's Director of the Division of Hazardous Waste Remediation, or their designated representatives, as soon as practicable, but in any event within five (5) working days after the dispute is elevated by the Project Mangers.

3. If the U.S. Air Force's Director of Environmental Management, Strategic Air Command and NYSDEC's Director of the Division of Hazardous Waste Remediation are unable to resolve the dispute within ten (10) working days, the matter shall be elevated to the U.S. Air Force's Deputy Assistant Secretary of the Air Force for Environment, Safety, and Occupational Health and the NYSDEC's Assistant Commissioner of Hazardous Waste Remediation, or their designated representatives.

4. In the event the NYSDEC's Assistant Commissioner of Hazardous Waste Remediation and the U.S. Air Force's Deputy Assistant Secretary of the Air Force for Environment, Safety, and Occupational Health are unable to resolve a dispute, the State retains the legal and equitable remedies it may have to recover its expenses. In addition, the State may withdraw from this Agreement by giving sixty (60) days notice to the other Parties.

J. Nothing herein shall be construed to limit the ability of the U.S. Air Force to contract with the State for technical services that could otherwise be provided by a private contractor including, but not limited to:

1. Identification, investigation, and cleanup of any contamination beyond the boundaries of the U.S. Air Force Facility;
2. Laboratory analysis; or
3. Data collection for field studies.

K. Nothing in this Agreement shall be construed to constitute a waiver of any claims by the State for any expenses incurred prior to the effective date of this Agreement.

L. The U.S. Air Force and the State agree that the terms and conditions of the Part shall become null and void when the State enters into a Defense/State Memorandum of Agreement (DSMOA) with the Department of Defense (DOD) which addresses State reimbursement.

M. The State is entitled to recover under this Part off-base removal costs incurred by the State in connection with releases on, or from the Site. Recovery of such response costs shall not be subject to the 1% cap provided in Subpart F.

XXXII. RECOVERY OF USEPA EXPENSES

The Parties agree to amend this Agreement at a later date in accordance with any decision agreed to by the U.S. Air Force and USEPA concerning recovery of USEPA expenses.

XXXIII. NEW YORK STATE'S RESERVATION OF RIGHTS

Nothing herein shall be construed to affect New York State's rights to seek appropriate relief, to the extent authorized by law, against USEPA, or the U.S. Air Force, or any other Party, to obtain compliance with the law at the Site including, but not limited to, state law governing hazardous or solid waste storage, treatment, or disposal, state law concerning removal or remedial actions, or liability or compliance with respect to the release of hazardous substances or other pollutants or contaminants.

Consistent with the Agreement, the State agrees to exhaust fully the procedures provided in Part XIII, Resolution of Disputes, of this Agreement prior to taking any enforcement action it may have the authority to exercise relative to remediation of the Site; except, however, that if the State determines that conditions or activities at the Site present an imminent danger to the health and welfare of the people of the State, or are likely to result in irreversible or irreparable damage to natural resources, the State reserves any rights it may have to issue summary abatement orders, undertake removals, or take such other enforcement, judicial or remedial action without first exhausting the dispute resolution procedure provided by this Agreement.

XXXIV. TERMINATION

The provisions of this Agreement shall be deemed satisfied and terminated upon receipt by the U.S. Air Force of written notice from USEPA and NYSDEC that the U.S. Air Force has demonstrated, to the satisfaction of USEPA and NYSDEC, that all the terms and requirements of this Agreement have been completed. If USEPA and NYSDEC deny or otherwise fail to grant a termination notice within a reasonable time period after receiving a written U.S. Air Force request for such notice, such denial may be the basis for dispute resolution.

This provision shall not affect the statutory requirements for periodic review at maximum five year intervals of the efficacy of the remedial actions.

GRI-NEG-2004-001-D-1
Parcel A1B Communication Site #1
Andrew and Janice Bunal

2.50 ACRES

NEW YORK QUITCLAIM DEED

I. PARTIES

THIS DEED is made and entered into this 28th day of September, 2007, by and between THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated under it (the "Grantor"), and Andrew Bunal and Janice Bunal, husband and wife, as tenants by the entireties (the "Grantee"). (Unless the context otherwise specifically provides, when used in this Deed, "Grantor" includes the assigns of the Grantor and "Air Force" includes any successor entity to the Department of the Air Force or any successor to the Secretary of the Air Force, and "Grantee" includes the heirs, personal representatives, and assigns of the Grantee.)

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, THAT in consideration of the sum of TWO THOUSAND DOLLARS ($2,000.00), receipt of which is hereby acknowledged, the Grantor hereby quitclaims to the Grantee, whose address is 7948 Rabbit Road, Rome, New York 13440-0448, certain land known as Griffiss Communications Site #1, located off Old Floyd Road (also known as Rabbit Road), Town of Floyd, County of Oneida, State of New York, together with any improvements thereon, containing approximately 2.5 acres, more or less, and more particularly described:

THE PARCEL OF LAND situate in the Town of Floyd, County of Oneida, and State of New York, bounded and described as follows:

Parcel A1B Town of Floyd

Beginning at the intersection of the division line between the parcel described below (the "Parcel") on the north and the lands of Felix C. Bunal (reputed owner) on the south with the division line between the lands of Bunal (reputed owner) on the east and the lands of Malcolm J. Cole and Jacqueline Cole (reputed owner) on the west; such point being North 06° 09' West along the last mentioned division line 1,576.80 feet from its intersection with the centerline of Old Floyd Road;

thence North 29° 46' East along the division line between the Parcel on the southeast and the aforementioned lands of Bunal (reputed owner) on the northwest 330.00 feet to its intersection with the division line between the Parcel on the southwest and the lands of Bunal (reputed owner) on the northeast;

thence South 60° 14' East along the last mentioned division line 330.00 feet to its intersection with the division line between the Parcel on the west and the lands of Bunal (reputed owner) on the east;

thence South 29° 46' West along the last mentioned division line 330.00 feet to its intersection with the first mentioned division line;

thence North 60° 14' West along the division line 330.00 feet to the place of beginning, being 108,900.0± square feet or 2.500 acres, more or less.

III. APPURTENANCES

TOGETHER WITH all the buildings and improvements erected thereon, and all the utility systems, including, without limitation, gas, cable television, electric, water, sewer, and storm drainage systems, 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).

IV. RESERVATION

A. RESERVING UNTO THE GRANTOR, including the United States Environmental Protection Agency ("EPA") 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 owned or controlled by the Grantee at reasonable cost to the Grantor), for the following purposes, either on the Property or on adjoining lands, and with regard to the covenant of the Grantor in Section VI:

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 relating to the implementation of the IRP or FFA, if applicable, 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, including, but not limited to, the installation of monitoring wells, pumping wells, and treatment facilities.

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 on the part of the Grantor regarding such condition and state of repair (but subject to Section VI), 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. COVENANT OF THE GRANTOR

Pursuant to section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), the United States covenants and warrants that any response action or correction action necessary after the date of this Deed for contamination existing on the Property prior to the date of this Deed will be conducted by the United States.

VII. COVENANTS OF THE GRANTEE

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 VI 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")

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 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 the right, in its sole discretion, to undertake an investigation and conduct any remedial action that it determines is necessary.

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 on the Property. 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 or holder of any interest in any land 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. pt. 77 entitled "Objects Affecting Navigable Airspace," under the authority of the Federal Aviation Act of 1958, as amended.

VIII. RELEASE OF COVENANTS

Whenever the Grantee desires a release of one or more of the covenants by which it is bound in this Deed, the Grantee shall deliver an instrument reasonably acceptable to the Air Force to effect the release in the state of New York, executed by the Grantee, if necessary, and containing an appropriate execution block for the Air Force. The Air Force shall, within forty-five (45) business days from receipt of such an instrument, return it 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 the recording, which includes the recording data. The Grantee will bear the expense of document preparation and recording.

IX. MISCELLANEOUS

A. 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. The Grantor and the Grantee intend that the Grantor may enforce the covenants in Section VIII of this Deed against the Grantee and subsequent grantees in the chain of title, notwithstanding any statute or rule of law to the contrary.

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

THE UNITED STATES OF AMERICA
by the Secretary of the Air Force

By: _____
JEFFREY DOMM
Deputy Director
Air Force Real Property Agency

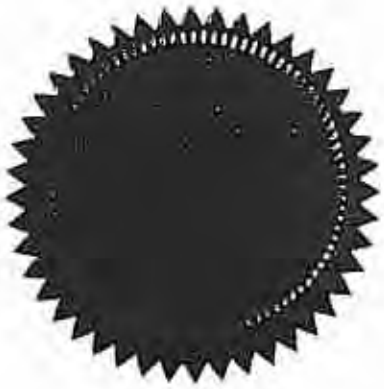
Witness: _____

Commonwealth of Virginia :

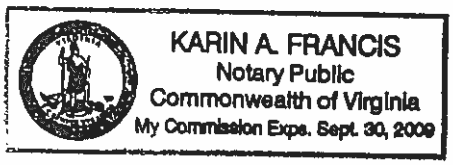
ss.

County of Arlington :

On the 28th day of September, 2007, before me, the undersigned, personally appeared JEFFREY DOMM, known to me, or proved to me on the basis of satisfactory evidence, to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that he made such appearance before the undersigned in the county of Arlington.



Karin A Francis
Notary Public
My Commission Expires: 9/30/2009
My registration number is: 364704



Acceptance

The Grantee acknowledges delivery of this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE: 11-9, 2007

Andrew S. Bunal

ANDREW BUNAL

Janice Bunal

JANICE BUNAL

GRI-PUB-2005-001-D-2
Parcel A1C
Communication Site #2
Thomas E. Hamilton Living Trust

9.64 ACRES

NEW YORK DEED

I. PARTIES

THIS DEED is made and entered into this 22ND day of October, 2007, by and between THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder (the "Grantor"), and Thomas E. Hamilton Living Trust, a Living Trust executed on December 28, 2004, in the City of Oceanside, County of San Diego, and under the laws of the State of California (the "Grantee"). (Unless the context otherwise specifically provides, when used in this Deed, "Grantor" includes the assigns of the Grantor and "Air Force" includes any successor entity to the Department of the Air Force or any successor to the Secretary of the Air Force, and "Grantee" includes the heirs, personal representatives, and assigns of the Grantee.)

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, THAT in consideration of the sum of SIXTY THOUSAND AND NO DOLLARS ($60,000.00), receipt of which is hereby acknowledged, the Grantor hereby quitclaims to the Grantee, whose post office address is Thomas E. Hamilton, 2333 California Street, Oceanside, California 92054, all the real property situated on Williams Road in the City of Rome, County of Oneida, and State of New York, containing 9.635 acres of land, more or less, as described on **Exhibit A** and depicted as "Tract(s) R-1, R-2 Area" on Map Showing Lands of THE UNITED STATES OF AMERICA (Tracts R-1, R-2), City of Rome, County of Oneida, State of New York, (Property Survey), map date 9/16/07, certified 9/26/07 by Michael P. Waters, P.L.S. No.50027, **Exhibit B.**

III. APPURTENANCES

TOGETHER WITH all the buildings and improvements erected thereon, 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).

IV. CONDITION

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

B. The Grantee acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property is conveyed, "as is," "where is," without any representation, promise, agreement, or warranty on the part of the Grantor regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs,

or additions. The Grantee further acknowledges that the Grantor shall not be liable for any latent or patent defects in the Property, except to the extent required by applicable law.

V. COVENANT RELATED TO SECTION 120(h)(4) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), AS AMENDED, (42 U.S.C. §9620(h)).

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

VI. 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 V 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.

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 the right, in its sole discretion, to undertake an investigation and conduct any remedial action that it determines is necessary.

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. 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. pt. 77 entitled "Objects Affecting Navigable Airspace," under the authority of the Federal Aviation Act of 1958, as amended.

VII. MISCELLANEOUS

Each covenant in 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 be a covenant in gross running with the land.

VIII. LIST OF EXHIBITS

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

Exhibit A – Property Description
Exhibit B - Property Survey

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

THE UNITED STATES OF AMERICA
by the Secretary of the Air Force

By: _____
JEFFREY DOMM
Deputy Director
Air Force Real Property Agency

Witness: _____

Commonwealth of Virginia :

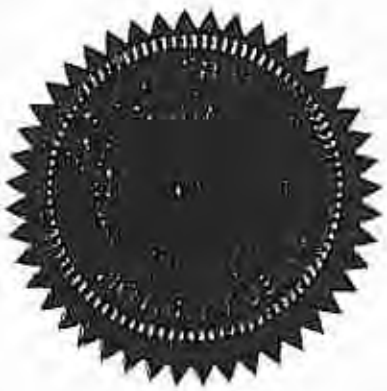
ss.

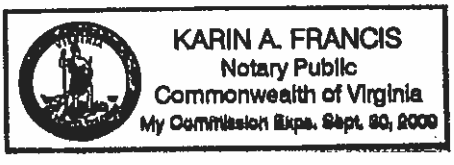
County of Arlington :

On the 22nd day of October in the year 2007, before me, the undersigned, personally appeared JEFFREY DOMM, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that he made such appearance before the undersigned in the county of Arlington.

Karin A. Francis
Notary Public
My commission expires on 9/30/2009.
Notary Registration # 364704

(Seal)





Acceptance

The Grantee acknowledges delivery of this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE: Oct 24, 2007

(Grantee)

By: _____

Attest:

_____

Metes and Bounds relative to Magnetic North NOT True North

PROPERTY DESCRIPTION
A Portion of Lands of
The Unites States of America

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York; which said tracts, pieces or parcels being more particularly bounded and described as follows:

'Parcel R-1, R-2'

Beginning at the intersection of the division line between the herein described parcel on the west and the lands of Phyllis Hall and Jesse Hall (reputed owners) on the east with the centerline of Williams Road; said point being westerly along said centerline 410.0 feet from its intersection with the centerline of Elmer Hill Road;

thence South 04° 26' 10" West along said division line 600.00 feet to its intersection with the division line between the herein described parcel on the north and the aforementioned lands of Hall (reputed owners) on the south;

thence North 83° 19' 35" West along the last mentioned division line 700.00 feet to its intersection with the division line between the herein described parcel on the east and the lands of Jeane Cilente (reputed owner) on the west;

thence North 04° 26' 10" East along the last mentioned division line 600.00 feet to its intersection with the aforementioned centerline of Williams Road;

thence South 83° 19' 35" East along said centerline 700.00 feet to the place of beginning being, 419,679.7± square feet or 9.635 acres, more or less.

Metes and Bounds relative to True North:

South 07-25-27.13 East 600 ft.
South 84-48-48.14 West 700 ft.
North o7-25-27.45 West 600 ft.
North 84-48-48.21 East 700 ft.

EXHIBIT A

GRI-PBC-2003-001-D-5
Parcels A2, A4, A5
Airport Authority

55.26 Acres

ONEIDA COUNTY DEPARTMENT OF LAW

Oneida County Office Building
800 Park Avenue • Utica, New York 13501-2975
(315) 798-5910 • fax (315) 798-5603

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

GREGORY J. AMOROSO
COUNTY ATTORNEY

January 9, 2013

AFCEC/CIB
2261 Hughes Ave, Suite 121
Lackland AFB, TX 78236-9821

Attention: Dr. Stephen G. Termaath, GS-15, DAF

Re: USAF to County of Oneida – transfer
FOSET Deed – Parcels A2, A4 & A5

Dear Dr. Termaath:

Relative to the above referenced matter, enclosed herewith please find a copy of the recorded deed from the United States Air Force to the County of Oneida. As you will note, the document bears the signature of Gerald J. Fiorini, Chairman, Oneida County Board of Legislators, on page 19, evidencing acceptance of the conveyance. Also, please note that the document was duly recorded in the Oneida County Clerk's Office on January 9, 2013 and was docketed under Instrument No. 2013-000404.

Should you require anything further, please advise.

Very truly yours,

Kurt D. Parry
Assistant County Attorney

P/p
Encl;

After Recordation Please Send A Copy of Recorded Deed TO:
AFCEC/CITB
2261 Hughes Avenue, Ste 121
Lackland AFB, TX 78236-9821

2013497620 Clerk: GA

2013-000404
01/09/2013 10:53:13 AM
DEED
43 Pages
Sandra J. DePerno, Oneida County Clerk

QUITCLAIM DEED

I. PARTIES

A. THIS QUITCLAIM DEED (this "Deed") is made and entered into this 27th day of December, 2012, by and between THE UNITED STATES OF AMERICA (the "Grantor"), acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder, and the COUNTY OF ONEIDA, an instrumentality and public benefit corporation of the State of New York (the "Grantee"). When used in this Deed, unless the context specifically requires otherwise, "Grantor" includes the assigns of the Grantor and "Grantee" includes the successors and assigns of the Grantee.

B. DEFINITIONS

The following terms will have the meaning assigned to each in this Deed, unless the context specifies otherwise:

"Administrator" means the Administrator of the Federal Aviation Administration and his or her successors in office.

"Air Force" means the United States Department of the Air Force.

"Airport" means that part of the Property primarily used for air operations and related activities, including administration.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601-9675).

"FAA" means the Federal Aviation Administration of the United States Department of Transportation, and its successor entities.

"FFA" means the Federal Facility Agreement between USEPA and the Air Force regarding environmental cleanup at Air Force installations on the National Priority List.

"Grantor" means the United States of America acting by and through any of its designated departments or agencies including the Air Force and FAA.

"Grantee" means the County of Oneida and its successors and assigns.

"IRP" means the environmental Installation Restoration Program of the Air Force.

"NYSDEC" means the New York State Department of Environmental Conservation and its successor entities.

"State" means the state of New York, acting by and through any of its designated departments or agencies.

"USEPA" means the United States Environmental Protection Agency and its successor entities.

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) in hand paid by the Grantee, and other good and valuable consideration, the receipt whereof is hereby acknowledged, has remised, released, and deeded, and by these presents does remise, release, and quitclaim unto the Grantee, whose post office address is 800 Park Avenue, Utica, New York 13501, all of the right, title, interest, claim, and demand that the Grantor has in the approximately 55 acres of land, more or less, situated, lying, and being in the City of Rome, County of Oneida, and State of New York, more described on **Exhibit A** and depicted on **Exhibits B-1, B-2, and B-3** to this Deed.

III. APPURTENANCES AND HABENDUM

TOGETHER WITH (a) all of the buildings, and improvements erected thereon, **except for** (i) monitoring wells, treatment wells, treatment facilities, and related piping and electric lines to such wells and facilities and other related equipment (the "Remedial Systems"), if any, whether above, on, or under the ground, and (ii) all utility distribution systems, including but not limited to, the water, electrical, and gas distribution systems ("Utility Systems"), (b) any aviation easements and (c) all and singular the tenements, hereditaments, appurtenances, and improvements hereunto belonging, or in any wise appertaining thereto (together with the real property described on **Exhibit A** and **Exhibits B-1, B-2, and B-3** the "Property").

IV. EXCEPTIONS

None

V. RESERVATIONS

None, except those stated in Section VII below.

VI. CONDITION

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

B. The Grantee shall accept the Property, "as is," "where is," without any representation, promise, agreement, or warranty, whether express or implied, on the part of the Grantor regarding its condition and state of repair (other than that contained in sections VII and VIII of this Deed), or regarding the making of any alterations, improvements, repairs, or additions. The Grantor shall have no liability for any latent or patent defects in the Property, except to the extent provided in this Deed, applicable federal law or other applicable laws for which the Grantor has expressly waived its sovereign immunity.

VII. NOTICE, DESCRIPTION, ASSURANCES, ACCESS RIGHTS, AND COVENANTS FOR SECTION 120(h)(3) OF CERCLA (42 U.S.C. § 9620(h)(3)).

Consistent with Section 120(h)(3)(A) of CERCLA (42 U.S.C. § 9620(h)(3)(A)), Grantor provides the notices and covenants and retains the access rights stated below for the entire Property even though there is a portion of site SD-32, Six Mile Creek and WSA Lagoon within Parcel A4 depicted on **Exhibit E** where remedial action has been completed and a covenant deferral normally would not be required. Parcel A4 is impacted by the underlying site SS-62, AOC 9 Weapons Storage Area Landfill Chlorinated Plume, also depicted on **Exhibit E**, where the remedial action has not been completed and a covenant deferral is required.

A. Notice pursuant to Section 120(h)(3)(A)(i)(I) and (II) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)):

Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of CERCLA(42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of on the Property (as defined in section 120(h)), is provided in **Exhibit C** (Notice of Hazardous Substances Stored) and **Exhibit D** (Notice of Hazardous Substances Released/Description Remedial Action Taken).

B. Description of remedial action taken, if any, pursuant to Section 120(h)(3)(A)(i)(III) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(i)(III)):

Pursuant to Section 120(h)(3)(A)(i)(III) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(i)(III)), a description of the remedial action taken, if any, on the Property is

provided in **Exhibit D** (Hazardous Substances Released/Description Remedial Action Taken). All of the environmental sites located on the Property are depicted on **Exhibit E.**

C. Covenant pursuant to Section 120(h)(3)(A)(ii)(II) and (B) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(ii)(II) and (B)):

Pursuant to Section 120(h)(3)(A)(ii)(II) and (B) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(ii)(II) and (B)), the Grantor warrants that any additional remedial action found to be necessary after the date of this Deed shall be conducted by the Grantor.

D. Assurances pursuant to Section 120(h)(3)(C)(ii) of CERCLA (42 U.S.C. § 9620(h)(3)(C)(ii)):

Pursuant to Section 120(h)(3)(C)(ii) of CERCLA (42 U.S.C. § 9620(h)(3)(C)(ii)), the Grantor provides the following response action assurances:

1. Any necessary restrictions on the use of the Property to ensure the protection of human health and the environment are included in this Deed.

2. Any restrictions on use of the Property to ensure that required remedial investigations, response action, and oversight activities will not be disrupted are included in this Deed.

3. Grantor shall undertake all necessary response actions with respect to a release or threatened release of a hazardous substance present on the Property prior to the date of this Deed and for which Grantor is responsible under CERCLA. A remediation schedule of future actions required on the Property regarding hazardous substances is contained in **Exhibit G**. The Grantor shall coordinate its environmental remediation activities with any construction schedule or activities of the Grantee so as not to disrupt such schedule or activities unreasonably.

4. The Air Force, as the federal agency responsible for environmental cleanup of the Property, shall submit through its established budget channels to the Director of the Office of Management and Budget a request for funds that adequately addresses schedules for investigation and completion of all necessary response action. A budget request for the projects scheduled to be completed in 2012 has been submitted. Expenditures of any federal funds for such investigations or response actions is subject to congressional authorizations and appropriations of funds for such purposes.

E. Access Rights pursuant to Section 120(h)(3)(A)(iii) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(iii)):

1. The Grantor retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which a response action is found to be necessary on the part of the Grantor, without regard to whether such response action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test pitting,

installing monitoring or pumping wells or other treatment facilities, response action, or any other action necessary for the Grantor to comply with its obligations in this Deed. Such easement and right of access shall be binding on the Grantee and shall run with the land.

2. In exercising such easement and right of access, the Grantor shall provide the Grantee with reasonable notice of its intent to enter upon the Property and exercise its rights under this Deed, which notice may be severely curtailed or even eliminated in emergency situations. The Grantor shall use reasonable means to avoid and to minimize interference with the Grantee's quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. 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 Grantor. 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, the Grantee shall not have any claim at law or equity against the Grantor 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 Deed; provided, however, that nothing in this subparagraph shall be considered as a waiver by the Grantee of any remedy available to them under the Federal Tort Claims Act.

VIII. RELATED COVENANTS

A. State Access to Property. The right of access reserved to the Grantor in paragraph **VII.E** above may be exercised by agencies of the United States, including, but not 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 a FFA, pursuant to which, the Air Force has a continuing duty also to provide access to the Property to the State of New York. This right of access is for purposes, either on the Property or on adjoining lands, consistent with the IRP and the FFA, if applicable.

B. When all response actions necessary to protect human health and the environment have been taken with respect to any hazardous substance remaining on the Property on the date of this Deed, the Grantor shall execute and deliver to the Grantee in recordable form, an appropriate document amending this Deed to provide a warranty to satisfy the requirement of Section 120(h)(3)(A)(ii)(I) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(ii)(I)) . The "appropriate document" will not affect or alter the conveyance of title to the Property under this Deed, but will (i) provide the warranty of the Grantor required under Section 120(h)(3)(C)(iii) of CERCLA, thus satisfying Section 120(h)(3)(A)(ii)(I) of CERCLA; and (ii) if applicable, amend the environmental restrictive covenants set forth in this Deed, based on the completion of the response activities described therein.

IX. ENVIRONMENTAL RESTRICTIVE COVENANTS

A. Remedy Protection. The Grantee shall not engage in, or allow others to engage in, activities that will disturb, move, damage, tamper with, interfere with any wells, operating remedial system, or infrastructure associated with such wells or remedial system located on the Property or with the Grantor's operation and maintenance, monitoring, or other measures necessary to assure the effectiveness and integrity of any remedial action performed pursuant to CERCLA to address environmental contamination on the Property.

B. Groundwater Use. The Grantee shall not extract, utilize, consume, or permit others to extract, utilize, or consume any water from the subsurface aquifer within the boundaries of the Property unless such owner or occupant obtains the prior written approval from the New York State Department of Health.

C. Land Use Restriction. The Grantee shall not develop or use the portions of the Property included in sites, SD-52-01, Nosedocks Apron 2 On-Base Groundwater, SD-52-05, Building 817 WSA and SS-62, AOC 9 Weapons Storage Area Landfill, Chlorinated Plume, as depicted on Exhibit E and F, respectively, for residential housing, elementary and secondary schools, childcare facilities, or playgrounds unless prior written approval is received from the Air Force, USEPA, and NYSDEC.

D. Digging Restriction. With respect to any excavations in the portions of the Property included within the SD-52-01, On-Base Groundwater Contamination, Apron 2 Operable Unit site, the SD-52-05 Building 817/WSA On-base Groundwater site, and the SS-62, AOC-9, Weapons Storage Area Landfill site, as depicted on Exhibits E and F, respectively, the Grantee shall restrict access to and prohibit contact with all subsurface soils and groundwater at or below the groundwater interface until cleanup goals have been confirmed through sample results as defined in the applicable Records of Decision and pursuant to the joint Environmental Protection Agency /Department of Defense Guidance on Streamlined Site Closeout and National Priority List Deletion Process.

E. Construction Restriction. With respect to risks that may be posed by indoor air contamination from chemicals volatized from ground water (vapor intrusion) in the portions of the Property included within the SD-52-01, On Base Groundwater Contamination, Apron 2 Operable Unit site, the SD-52-05, Building 817/WSA On Base Groundwater site, and the SS-62, AOC-9 Weapons Storage Area Landfill site, as depicted on Exhibits E and F, respectively, the Grantee shall conduct either (a) construction of new buildings within the sites in a manner that will mitigate unacceptable risk under CERCLA and the NCP; or (b) an evaluation of the potential for unacceptable risk prior to the erection of any structure in the [Groundwater Restriction Area identified on Exhibits E and F]. If an evaluation discloses unacceptable risk under CERCLA and the NCP, then the Grantee shall include mitigation of the vapor intrusion in the design/construction of the structure. Grantee shall provide any such evaluation to, and coordinate any such mitigation with the USEPA and NYSDEC.

F. The restrictions stated in Section IX. A through E above, shall be maintained until the concentrations of hazardous substances in the groundwater are at levels which support unrestricted use and exposure, as determined by and in the coordination with, USEPA, NYSDEC and the Air Force. The prior written approval of USEPA and NYSDEC shall be required to modify or terminate any of the land use restrictions set forth in this Section IX or to take any action that may disrupt the effectiveness of or alter or negate the need for institutional controls included in such restrictions.

G. The environmental restrictive covenants set forth in this Section IX shall run with the land and may be enforced by Grantor or the State through the chain of title. The Grantee shall insert all of this **Section IX** in any legal instrument which conveys an interst in the Property to another party. including, but not limited to deeds and leases.

H. 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 covenant(s) in whole or in part in this section, subject to the notification and concurrence or approval of NYDEC and USEPA Region 2. In the event the request of the Grantee for modification or release is approved by the Air Force, NYDEC, and USEPA Region 2, the Grantor shall modify or release the covenant (the "Covenant Release"). All costs associated with the Covenant Release shall be the sole responsibility of the Grantee, without any cost whatsoever to the Grantor. The Grantor shall deliver the Covenant Release to the Grantee in recordable form.

2. In the event that the environmental restrictive covenants contained in this Section IX are no longer necessary, the Grantor shall record a document modifying or removing such covenants, as appropriate.

X OTHER COVENANTS AND NOTICES

A. Petroleum Contaminants. Petroleum contaminant site, SS064 Apron #2 spill site (NYSDEC spill # 9713631) is located on the Property within Parcel A2, as depicted on **Exhibits E and F**. The Apron #2 spill site consists of releases that occurred on and under Apron #2. The Grantee shall not conduct any excavation, digging, drilling utilization of groundwater, or other ground disturbing activity at these sites without the prior written approval of the Air Force, after coordination with applicable federal and State regulatory agencies. The Grantee shall bear any costs associated with obtaining the approval required for use of subsurface soil and groundwater at these sites, including the costs of studies, analyses, or remediation, without any cost whatsoever to the Grantor. These restrictions shall apply until such time as the Air Force achieves the remedial objectives and the spills are closed.

B. Aboveground Storage Tanks (AST) and Underground Storage Tanks (UST): One (1) AST and four (4) USTs were originally located on the Property. Of these five (5) tanks all but UST 8004 and UST 8005, as described in **Exhibit H** and depicted on **Exhibit E,** have been removed. UST 8004 and UST 8005 were closed in place. Grantee shall accept USTs 8004 and

8005 and comply with all applicable federal, State and local laws relating to the use of the tanks, including showing the Grantee as the owner in the registration of the tanks with NYSDEC.

C. Oil Water Separators: There were three (3) oil water separators on the Property, as described in **Exhibit H** and depicted on **Exhibit E.** Two (2) of the three (3) oil water separators on the Property were removed. OWS-6389-3 remains operational and is in use. The Grantee shall comply with all federal, State and local laws relating to the operation of the remaining oil water separator, OWS-6389-3, as described in **Exhibit H** and depicted in **Exhibit E**, and accept sole responsibility for any leaks associated with operation of OWS-6369-3.

D. Asbestos and Asbestos-Containing Materials (collectively, "ACM"). The Property may contain current and former improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground. The Grantee shall comply with all applicable federal, State, and local laws relating to ACM. The Grantee shall use due care during Property development activities that may uncover pipelines or other buried ACM. The Grantee shall notify the Grantor promptly of any potentially friable ACM that constitutes a release (or potential 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 Grantor shall not be responsible for removing or responding to ACM in or on utility pipelines. The Grantor shall have no liability for property damage or 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 which occurs after the date of this Deed or leads to contact of any kind whatsoever with ACM on the Property.

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

1. LBP was commonly used prior to 1978 and may be located on the Property. The Grantee shall exercise caution during any use of the Property that may result in exposure to LBP.

2. The Grantee shall be solely responsible for managing LBP, including LBP in soils, in accordance with all applicable federal, State, and local laws and regulations. The Grantor shall have no liability for property damage or 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 which occurs after the date of this Deed and involves LBP. The Grantee shall notify the Grantor promptly of any discovery of LBP that appears to be the result of past Grantor activities and that is found at concentrations that may require remediation. The Grantor hereby reserves the right, in its sole discretion, to undertake an investigation and conduct any remedial action for which it is responsible under federal law that it determines is necessary.

F. Septic Tank. There is one septic tank (SPT-819) located on the Property which is depicted on **Exhibit E**. The Grantee shall accept responsibility for the septic tank and shall comply with all federal, State and local laws and regulations regarding its operation.

G. Storm Sewer Systems (Wastewater). The Grantee shall comply with all applicable wastewater discharge permit standards if WW-0817 Wastewater System on the Property is placed back into operation.

H. Drinking Water. Drinking water on the Property is supplied from a municipal source. Due to low usage and the extended supply line to Parcels A4 and A5, the Grantee shall sample the water, as necessary, to ensure the chlorine content and potability of the water meets applicable federal State, and local drinking water standards.

I. Solid Waste Management. The Grantee shall manage solid waste on the Property in accordance with NYSDEC Solid Waste Regulations and all other applicable laws and regulations.

J. Wetlands. The Property contains wetlands, as depicted in **Exhibit E**, which are protected under federal and State laws and regulations that, among other things, govern activities involving 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 shall comply with all federal, State, and local laws minimizing the destruction, loss, or degradation of wetlands. Any development of any portion of the Property containing wetlands is subject to Section 404 of the Clean Water Act of 1977 as amended, and any State provisions. For purposes of this provision, development includes new structures, facilities, draining, dredging, channeling, filling, diking, impounding, and related activities.

K. 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 potential presence of ordnance and ordnance-related material on the Property exists. The Grantee shall 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.

L. Non-Discrimination. The Grantee shall not discriminate upon the basis of race, color, religion, national origin, sew, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices. 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 improvement on the premises is used primarily for religious purposes.

M. Hazards to Air Navigation. Prior to commencing any construction on, or alteration of, the Property, the Grantee shall comply with 14 C.F.R. 77, entitled "Objects Affecting Navigable Airspace," as amended.

N. Pesticides. Registered pesticides have been applied to the Property and may continue to be present thereon. Where a pesticide was applied by the Grantor or at the Grantor's direction, to the best of the Grantor's knowledge, the pesticide was applied in accordance with its intended purpose and consistent with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA – 7 U.S.C. §136, et. seq.) and other applicable laws. If the acts or omissions of the Grantee cause a release of any such pesticide, the Grantee assumes all resulting responsibility and liability therefore as may be required under applicable law.

XI. AIRPORT COVENANTS AND OBLIGATIONS

A. Airport Obligations. The conveyance of the Property is subject to the following terms and covenants set forth in subparagraphs 1 through 20 inclusive, of this paragraph IX.A, which shall run with the land and be enforceable by Grantor, acting by and through the Administrator against the Grantee.

1. Except as provided in subparagraph 3below, the entire "landing area", as defined in 49 U.S.C.§ 40102(28), as amended, and applicable Federal Aviation Regulations, and all of the Property pertaining thereto, shall be maintained for the use and benefit of the public at all times in safe and serviceable condition so as to assure its efficient operation and use; provided, however, that such maintenance of structures, improvements, and equipment shall be required only during the useful life thereof as determined by the FAA. In the event materials are required to rehabilitate or repair any of the Property, they may be procured by demolition of other improvements on the Property which 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. None of the Property shall be used, leased, sold, salvaged, or disposed of by the Grantee, for other than the public airport purposes without the written consent of the Administrator. This consent shall be granted only if the FAA determines that such 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 for public airport purposes, the Grantee shall not use, lease, sell, salvage, or dispose of any of the Property for other than industrial and non-residential commercial purposes. The term "Property" as used in this subparagraph includes revenues or proceeds derived from the Property.

3. The Airport shall be available for public use and benefit on fair and reasonable terms and without (a) unjust discrimination or (b) grant or exercise of any exclusive right for use of the Property within the meaning of the term "exclusive right" as used in subparagraph 4 below. In furtherance of this covenant (but without limiting its general applicability and effect) the Grantee:

3.1. shall keep the Airport available for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds, and classes of

aeronautical use; provided, that the Grantee may (i) establish fair, equal, and not unjustly discriminatory conditions to be met by all users as may be necessary for the safe and efficient operation of the Airport; and (ii) prohibit or limit any given type, kind, or class of aeronautical use at the Airport if such action is necessary for the safe operation to serve the civil aviation needs of the public;

3.2. shall not, or allow others to, discriminate against any person or class of persons by reason of race, color, creed, age, , sex, handicap, or national origin in the operation of the Airport;

3.3. shall (i) insert in any agreement, contract, lease, or other arrangement granting a right or privilege at the Airport to any person, firm or corporation to conduct or engage in any public aeronautical activity provisions requiring the contractor to furnish such service on a fair, equal, and not unjustly discriminatory basis to all users, and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that contractors may offer reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers; (ii) enforce the provisions required by subparagraph 3.3(i);

3.4. shall not exercise or grant any right or privilege that would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform; and

3.5. if it exercises any of the rights and privileges referred to in subparagraph 3.3, shall provide such services on terms consistent with the provisions of subparagraph 3.3.

4. The Grantee shall not grant or permit any exclusive right for the use of the airport that is forbidden by 49 U.S.C. § 40103(e), by any person to the exclusion of others in the same class, and shall comply with all applicable laws.

4.1. In furtherance of this covenant (but without limiting its general applicability and effect), unless authorized by the Administrator, Grantee shall not, directly or indirectly, grant, or permit any person, firm or corporation to have, the exclusive right to conduct any aeronautical activity at the Airport, including, but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which, because of their direct relationship to the operation of aircraft, can be regarded as an aeronautical activity.

4.2. The Grantee shall terminate as soon as possible, and no later than the earliest applicable renewal, cancellation, or expiration date, any exclusive right existing at any other airport owned or controlled by the Grantee, or hereafter acquired, and that, thereafter, no such right shall be granted; provided, however, nothing contained in this subparagraph 4 shall

be construed to prohibit the granting or exercise of, or exclusive right for, the furnishing of non-aviation products and supplies or any services of a non-aeronautical nature at the Airport, or to obligate the Grantee to furnish any particular non-aeronautical service at the Airport.

5. The Grantee shall insofar as it is within its powers and to the extent reasonable, adequately clear and protect the aerial approach to the Airport by removing, lowering, relocating, marking, lighting, or otherwise mitigating existing hazards and by preventing the establishment or creation of future hazards.

5.1. The Grantee shall, either by the acquisition and retention of easements or other interests in or rights for the use of land and airspace, or by the adoption and enforcement of zoning regulations, or by any other reasonable means, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport that would constitute an obstruction to air navigation according to the criteria or standards prescribed in 14 C.F.R. Part 77 and, as applicable, according to the currently approved Airport Layout Plan.

5.2. The Grantee shall not erect, or permit the erection of any permanent structure or facility that would interfere materially with the use, operation, or future development of the Property, in any portion of a runway approach area in which the Grantee has control over, or has acquired, or hereafter acquires, property interests permitting the Grantee to control the use made of the surface of the land.

6. The Grantee shall operate and maintain in a safe and serviceable condition, as deemed reasonably necessary by the Administrator, the airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the Airport other than facilities owned or controlled by the Grantor. The Grantee will not permit any activity that would interfere with its use of the Property for public airport purposes. Nothing contained in this Deed, however, shall be construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance, repair, restoration or replacement of any structure or facility that is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Grantee.

7. The Grantee shall make available all facilities of the Airport and all those usable for the landing and taking off of aircraft of the Grantor at all times, without charge, for use by Grantor aircraft in common with other aircraft; provided, however, if the use by Grantor aircraft in common with other aircraft is substantial, a charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining facilities so used.

Unless otherwise determined by the FAA, or otherwise agreed to by the Grantee and the Grantor, substantial use of the Airport by Grantor aircraft will be considered to exist when:

(a) the operations of such aircraft exceed those that, in the opinion of the FAA, would unduly interfere with use of the landing area by other authorized aircraft, or

(b) during any calendar month any of the following occurs:

(1) five (5) or more Grantor aircraft are regularly based at the Airport;

(2) the total number of movements (counting each landing as a movement and each take-off as a movement) of Grantor aircraft is 300 or more; or

(3) the gross accumulative weight of Grantor aircraft using the Airport (the total movements of aircraft multiplied by the gross certified weights of such aircraft) exceeds five million pounds.

8. During any national emergency declared by the President of the United States of America or by the Congress, including any existing national emergency, the Grantor shall have the right to make exclusive or nonexclusive use, and have exclusive or nonexclusive control and possession without charge, of the Airport, or of such portion as it may desire. In such event, however, the Grantor shall be responsible for the entire cost of maintaining such part of the Airport as it exclusively uses or controls, during the period of such use or control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the maintenance cost of any part of the Airport over which it has nonexclusive control or possession. The Grantor also shall pay a fair rent for its use, control, or possession, exclusively or nonexclusively, of any improvement to the Airport made without Grantor aid and never owned by the Grantor.

9. Except as otherwise provided in Section VII of this Deed, Grantor shall have no liability for restoration or other damages under any lease or other agreement covering the use by the Grantor of any part of the Airport.

10. The Grantee shall make available, without cost, to the Grantor for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any part of the Property that the Administrator considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas shall be made available to Grantor within four months after receipt of a written request therefor from the Administrator.

11. Upon reasonable request of the FAA, the Grantee shall:

(a) deliver to the FAA annual or special Airport financial and operational reports, using either forms given to it by the FAA, or in such manner as it elects, so long as the essential data are reported; and

(b) make available for inspection by any duly authorized representative of the FAA, the Property and all Airport records and documents affecting the Property, including deeds, leases, operation and use agreements, regulations, and other

instruments, and deliver to the FAA a true copy of any such document that may be reasonably requested.

12. The Grantee shall not enter into any transaction that would operate to deprive it of any of the rights and powers necessary to perform or comply with any of the covenants terms, restrictions, reservations and conditions set forth in this Deed unless, by such transaction, the obligation to perform or comply with such covenants and conditions is assumed by another public agency found by the FAA to be a "public agency" (as defined in 49 U.S.C. § 47102 (15)), eligible to assume such obligations and having the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the Property by any agency or person other than the Grantee, then Grantee shall reserve sufficient rights and authority to ensure that the Property will be operated and maintained in accordance with the terms, covenants, restrictions, reservations, and conditions of this Deed and any applicable laws and regulations.

13. The Grantee shall maintain an up-to-date airport layout plan at the Property which depicts, at a minimum:

(a) the boundaries of the Property and all proposed additions, together with the boundaries of all off-site areas owned or controlled by the Grantee for public airport purposes and proposed additions thereto;

(b) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and

(c) the location of all existing and proposed non-aviation areas and of all existing improvements thereon.

The airport layout plan and each amendment, revision, or modification thereto, shall be subject to the approval of the FAA, which approval shall be evidenced by the signature of a duly authorized representative of the FAA on the face of the airport layout map. The Grantee shall not make or permit the making of any changes or alterations in the Property which are not in conformity with the airport layout plan approved by the FAA, or which might, in the opinion of the FAA, adversely affect the safety, utility, or efficiency of the Airport.

14. If at any time the FAA determines there is any outstanding right, or claim of right, in or to the Property, the existence of which creates an undue risk of interference with the operation of the Airport or compliance with any provision set forth in this Deed, the Grantee shall acquire, extinguish, or modify such right or claim of right in a manner acceptable to the FAA.

15. The Grantee shall comply with all laws, ordinances, rules, orders, guidelines and regulations applicable to the operation of the Airport. The Grantor may agree in writing, after obtaining the written concurrence of the FAA, to waive, eliminate, or reduce the obligations contained in this Deed.

16. In the event that any of the terms, conditions, reservations, or restrictions in this Section XI. are not met, observed, or complied with by the Grantee, whether caused by the legal inability of the Grantee to perform any of the obligations in this Section XI, or otherwise, then all right, title, and interest, in and to the Property, or any portion thereof, shall, at the option of the Grantor, by and through the FAA, revert to the Grantor in its then existing condition sixty (60) days following the date upon which demand to this effect is made in writing by the Administrator, unless within such sixty (60) days, such default or violation shall have been cured and all such terms, conditions, reservations and restrictions shall have been met, observed, or complied with, or, if within sixty (60) days, the Grantee shall have commenced and continuously pursued the actions necessary to bring the Grantee into compliance with all such terms, conditions, covenants, reservations and restrictions in this Section XI in accordance with a compliance schedule approved by FAA, in which event such reversion shall not occur, and all right, title, or interest in the Property (except such, if any, as shall have previously terminated or reverted) shall remain vested in the Grantee. This option of reversion shall be a continuing one, and may be exercised by the Grantor at any time the FAA determines that the terms, covenants, conditions, reservations, or restrictions of this Deed have not met, observed or complied with by the Grantee. Any reversion will be subject to leases of record unless that lease is a cause for non-compliance with the terms of this Section XI.

17. The Grantee shall:

17.1. Comply with all applicable requirements of 49 CFR Part 21, issued under the provisions of Title VI of the Civil Rights Act of 1964, both as amended; and

17.2. Obtain from any person (including any legal entity) who, through contractual or other arrangements with the Grantee, is authorized to provide services or benefits at the Airport, a written agreement obligating such person to comply with applicable provisions of 49 CFR Part 21 and deliver an executed original of such agreement to the FAA.

This covenant shall be enforceable against the Grantee by the Grantor, acting by and through the FAA.

18. All local taxes on aviation fuel generated at the Airport (except taxes in effect on December 30, 1987) and all revenues generated by the Property, shall be used exclusively for the capital or operating costs of the Airport, the local airport system, and any other local facility that is owned or operated by the Grantee and that is directly and substantially related to air transportation of passengers or property; provided, however,, such limitations on the use of revenue shall not apply if a provision of a law governing debt obligations of Grantee enacted on or before September 2, 1982, provides that revenues of Grantee, including local taxes on aviation fuel at the Airport, may be used to support not only the Airport but also the general debt obligations and other facilities of the Grantee. This limitation, however, shall not prevent the use of a state tax on aviation fuel to support a state aviation program, or the use of such revenue for a noise mitigation program on or off of the Property.

If any provision of this Deed is held to be invalid by any court of competent jurisdiction, the invalidity of such provision will not affect the validity of any other provisions which will continue in full force and effect.

19. The failure of the Grantor to insist in any one or more instances upon complete performance of any of the terms, covenants, conditions, reservations, or restrictions in this Section XI shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, conditions, reservations, or restrictions, and the obligations of the Grantee, which obligations shall continue in full force and effect.

XII. NOTICE ADDRESSES:

Any notice required to be given to the Air Force pursuant to this Deed shall be given or served by personal delivery or by mailing the same by certified mail, postage prepaid, return receipt requested, addressed as follows:

Department of the Air Force
Deputy Assistant Secretary of the Air Force
(Installations)
1665 Air Force Pentagon
Washington, D.C. 20330-1665

With copies to:

Department of the Air Force
Attn: Chief Counsel, San Antonio Office of the Deputy General Counsel (Environment & Installations)
Office of the Air Force General Counsel

Mailing Address:
2261 Hughes Ave., Suite 121
Lackland AFB, TX 78236-9821

Delivery Address:
3515 S. Gen McMullen, Door 2
San Antonio, TX 78226-1858

And

Department of the Air Force
Attn: Division Chief BRAC Program Management Division, AFCEC/CIB

Mailing Address:
2261 Hughes Ave., Suite 121
Lackland AFB, TX 78236-9821

Delivery Address:
3515 S. Gen McMullen, Door 2
San Antonio, TX 78226-1858

or to such other address or addresses as the Grantor may from time to time designate in the Real Property Records of Oneida County, New York.

XIII. MISCELLANEOUS

Each covenant of this Deed shall run with the land.

XIV. LIST OF EXHIBITS

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

Exhibit A - Legal Description Property
Exhibit B-1 Property Map (Drawing 300-1)
Exhibit B-2 Property Map (Drawing 300-2)
Exhibit B-3 Traverse Tables (Drawing T-1)
Exhibit C - Notice of Hazardous Substances Stored
Exhibit D - Notice of Hazardous Substances Released/Description of Remedial Action Taken
Exhibit E – - Maps of Environment Sites
Exhibit F - Maps of Environment Restricted Sites/w Coordinates
Exhibit G - Schedule of Future Actions Required At Environmental Sites
Exhibit H - Table of other Environmental Factors

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

THE UNITED STATES OF AMERICA,
acting by and through the Secretary of the Air Force

By: _____
STEPHEN G. TERMAATH
Chief, BRAC Program Management Division
Installations Center of Excellence
Air Force Civil Engineer Center

Witness:

_____

STATE OF TEXAS)
)
COUNTY OF BEXAR)

This document was acknowledged before me this 29th day of November 2012 by Stephen G. TerMaath, Chief, BRAC Program Management Division, Installations Center of Excellence, Air Force Civil Engineer Center.

DEBRA L SCHEPIS
My Commission Expires
June 16, 2015

_____
Notary Public, State of Texas

(seal)

My Commission Expires: Jun 14, 2015

RECEIVED
2013 JAN -8 AM 9:18
CITY CLERK'S OFFICE
ROME, NY

RECEIVED
JAN 08 2013
Rome Assessor's Office

ACCEPTANCE

The Grantee hereby accepts this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it as of the date first above written.

DATE: January 3, ~~2012~~ 2013

COUNTY OF ONEIDA

BY: Gerald Fiorini

Attest:

_____

STATE OF NEW YORK)
)
COUNTY OF ONEIDA)

This document was acknowledged before me on the 3rd day of January ~~2012,~~ 2013 by GERALD J. FIORINI, CHAIRMAN of BOARD OF LEGISLATORS

Genevieve D. Messa
Notary Public, State of New York

seal

My Commission Expires: 12-12-2014

GENEVIEVE D. MESSA
Notary Public, State of New York
Qualified in Oneida County
My Commission Expires Dec. 12, 2014

EXHIBIT A

LEGAL DESCRIPTION

ALL THAT TRACTS, PIECES OR PARCELS OF LAND situate in the City of Rome, and Town of Floyd, County of Oneida and State of New York designated as Parcel A2, Parcel A4 and Parcel A5 on a map (consisting of 3 sheets) entitled "Property Map Showing Lands To Be Conveyed By Public Benefit Conveyance to The County of Oneida, City of Rome, Town of Floyd, County of Oneida, State of New York"; made by Michael P. Waters, P.L.S. No. 50027, dated April 30, 2004, and filed in the Oneida County Clerk's Office on June 18, 2004, which said tracts, pieces or parcels are more particularly bounded and described as follows:

LIFC Parcel No. A2

Beginning at a point in Parcel A1A described on the above-referenced map; said point being North 35° 59' 44" East 2,504.66 feet from a capped iron rod found stamped "AFRL-43" located on the northerly side of Bomber Drive;

thence through Parcel A1A described above the following twenty (20) courses and distances;

1. North 43° 01' 19" East, 106.85 feet to a point;
2. South 46° 58' 41" East, 1,400.67 feet to a point;
3. South 82° 31' 58" East, 409.46 feet to a point;
4. South 67° 13' 31" East, 479.24 feet to a point;
5. South 66° 48' 09" East, 128.43 feet to a point;
6. South 51° 23' 40" East, 122.35 feet to a point;
7. South 17° 58' 03" East, 78.00 feet to a point;
8. South 59° 57' 53" West, 67.75 feet to a point;
9. South 30° 02' 09" East, 267.63 feet to a point;
10. South 59° 57' 53" West, 89.50 feet to a point;
11. North 46° 36' 00" West, 709.71 feet to a point;
12. South 43° 28' 57" West, 689.72 feet to a point;
13. North 46° 31' 44" West, 320.54 feet to a point;
14. South 43° 28' 17" West, 172.79 feet to a point;
15. North 46° 31' 44" West, 745.34 feet to a point;
16. North 43° 28' 17" East, 171.77 feet to a point;
17. North 46° 31' 44" West, 413.63 feet to a point;
18. North 43° 28' 17" East, 233.55 feet to a point;
19. North 21° 19' 27" West, 337.61 feet to a point;
20. North 46° 58' 40" West, 205.04 feet to the place of beginning, being 1,184,180.1± square feet or 27.202 acres, more or less.

LIFC Parcel No. A4

Beginning at a point in Parcel A1A described on the above-referenced map; said point being North 04° 30' 31" East 3,485.36 feet from a capped iron rod found stamped "AFRL-31" located on the proposed northerly street boundary of Hangar Road;

thence through Parcel A1 described above the following six (6) courses and distances;

1. North 46° 32' 44" West, 576.07 feet to a point;
2. North 43° 55' 04" East, 901.80 feet to a point;
3. South 51° 56' 28" East, 89.36 feet to a point;
4. South 49° 47' 26" East, 267.65 feet to a point;
5. South 46° 12' 03" East, 214.35 feet to a point;
6. South 43° 57' 55" West, 925.47 feet to the place of beginning, being 530,174.9± square feet or 12.171 acres, more or less.

LIFC Parcel No.A5

Beginning at a point in Parcel A1A described on the above-referenced map; said point being North 38° 05' 46" East 2,731.18 feet from a capped iron rod found stamped "AFRL-31" located on the proposed northerly street boundary of Hangar Road;

thence through Parcel A1 described above the following six (6) courses and distances;

1. North 42° 50' 10" East, 899.46 feet to a point;
2. South 46° 01' 05" East, 49.27 feet to a point;
3. South 48° 03' 37" East, 333.54 feet to a point;
4. South 53° 21' 58" East, 376.05 feet to a point;
5. South 42° 50' 42" West, 950.21 feet to a point;;
6. North 46° 43' 04" West, 756.50 feet to the to the place of beginning, being 692,400.0± square feet or 15.895 acres, more or less.

Exhibit B-1

This map was filed in the Oneida County Clerk's Office on June 18, 2004.

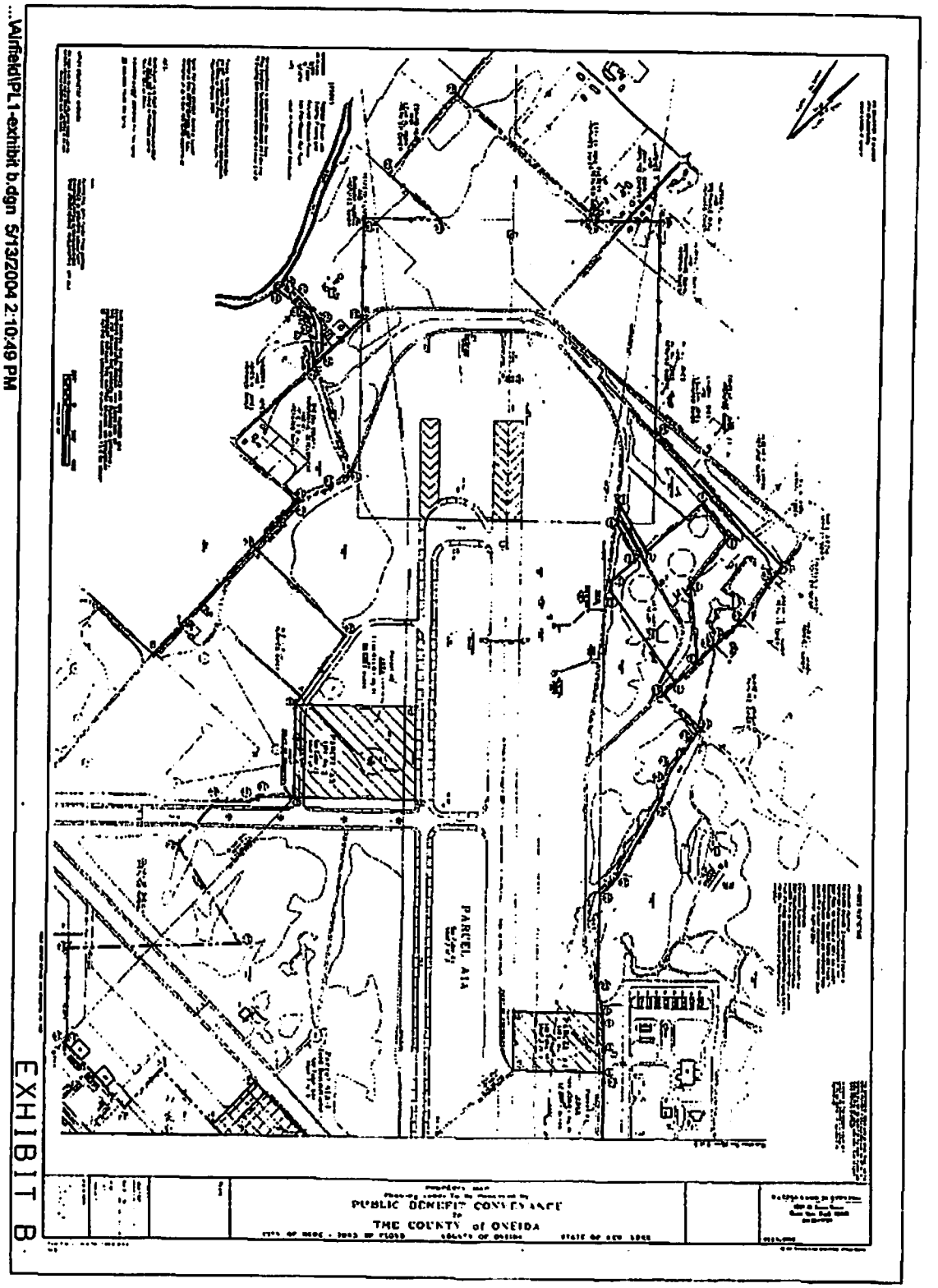


Exhibit B-2

This map was filed in the Oneida County Clerk's Office on June 18, 2004

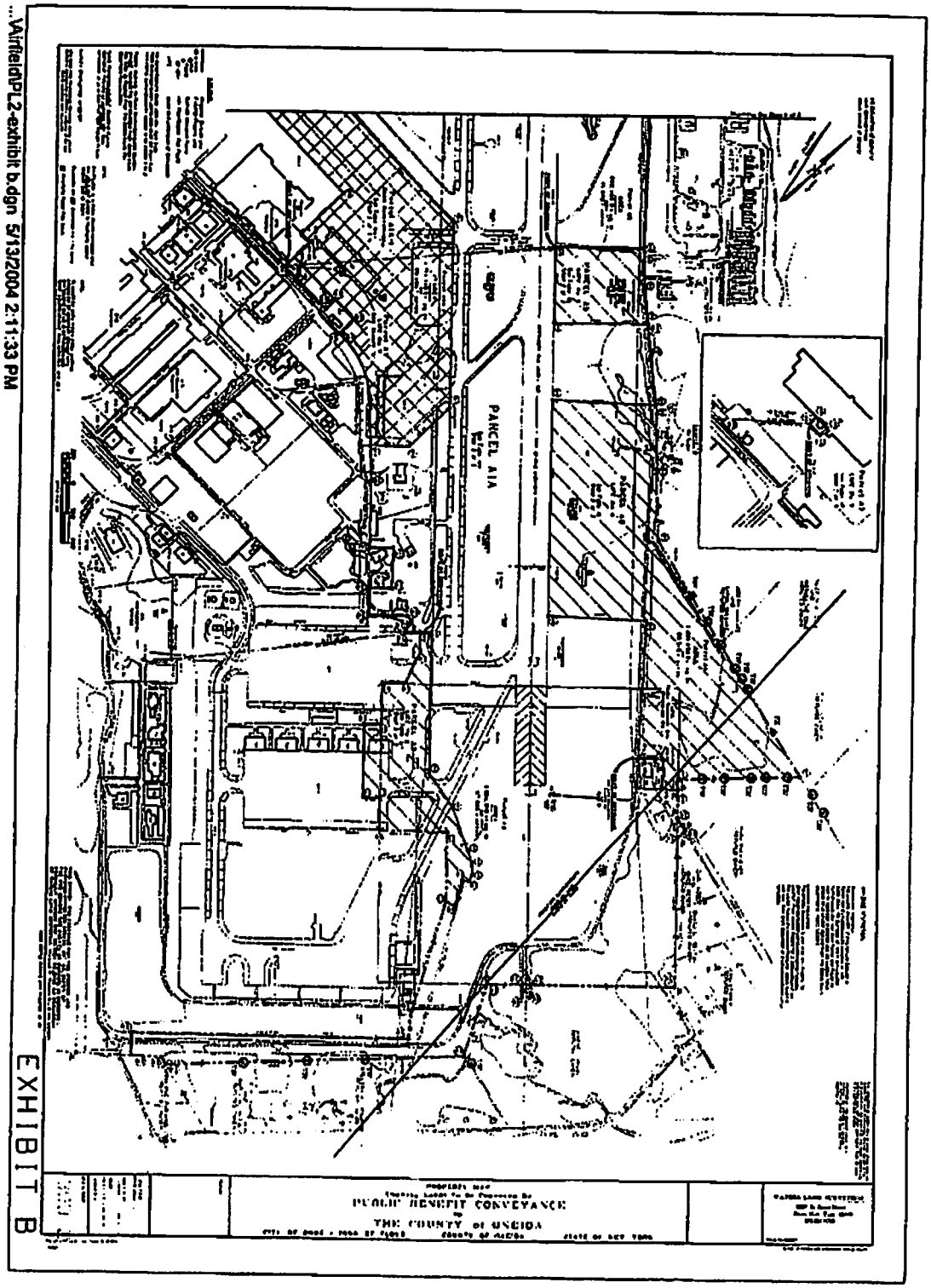


Exhibit B-3
This map was filed in the Oneida County Clerk's Office on June 18, 2004.

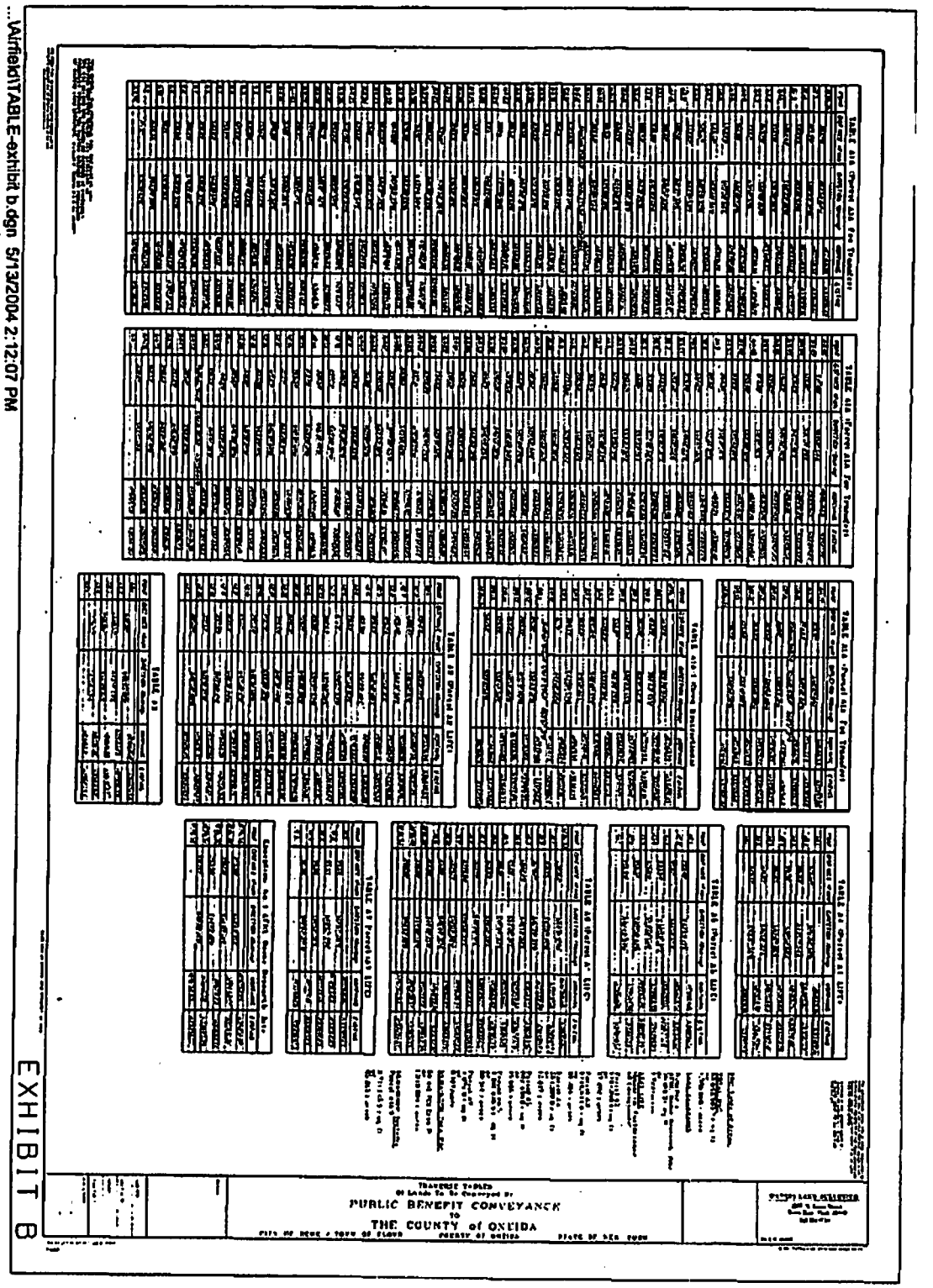


EXHIBIT C (Airport PBC Property)
NOTICE OF HAZARDOUS SUBSTANCES STORED

The table below provides information from the Basewide EBS and shall serve as a notice of hazardous substances that were stored for a period of one year or more on the Parcels, and Property on the former Griffiss Air Force Base, and the dates such storage took place. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. § 9620(h). The Basewide EBS lists the quantities of each waste, and the dates these wastes were stored.

Building Number	Waste Stored	Regulatory Waste Number	Year	Quantity (lbs.)
B/782	Spill Resistant, JP-4, and Absorbent	D001	1988-92	2,435
	JP4 Absorbent and JP4/Water	D001/D018	1993	1,320

Exhibit D
Deed Airport PBC Property

NOTICE OF HAZARDOUS SUBSTANCES RELEASED/DISPOSED OF

Notice is hereby provided that the tables and information provided below from the Basewide EBS and its supplement (EBSS) contain a notice of hazardous substances that are known to have been released/disposed of on Parcels F11B, F6B-6, F6B-7, F10C-2, and F10C-3 property on the former Griffiss Air Force Base, and includes the dates of release. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or "Superfund") 42 U.S.C. § 9620(h).

SD-52-01 Nosedocks/ Apron 2 Operable Unit						
Substance	**Regulatory Synonym(s)**	**Quantity (kg/lbs)**	**Date**	**CAS Registry No.**	**Hazardous Waste ID No.**	**Remarks**
1,2,4-Trimethylbenzene	1,3,4-Trimethylbenzene	Unknown	Unknown	95–63–6	none	SD-52-01 Nosedocks/ Apron 2 Operable Unit-Monitored natural attenuation (MNA) and air sparge barrier system has been installed. Performance monitoring is ongoing.
1,3,5-Trimethylbenzene	Mesitylene	Unknown	Unknown	108–67–8	none	
Acetone	2-Propanone	Unknown	Unknown	67–64–1	U002, F003	
Benzene	benzol; coal naphtha; cyclohexatriene	Unknown	Unknown	71–43–2	U019	
cis-1,2-Dichloroethene	trans-dichloroethylene; trans-1,2-dichloroethylene; acetylene dichloride, trans-	Unknown	Unknown	156-60-5	U079	
Ethylbenzene	Phenylethane	Unknown	Unknown	100–41–4	F003	
Hexachlorobutadiene	1,1,2,3,4,4-hexachloro-1,3-Butadiene	Unknown	Unknown	87-68-3	U128	
Isopropylbenzene	(1-methylethyl)-Benzene; Cumene	Unknown	Unknown	98–82–8	U055	
m-Xylene	isomer of Xylene	Unknown	Unknown	108–38–3	none	
p-Xylene	isomer of Xylene	Unknown	Unknown	106–42–3	none	
Naphthalene	Albocarbon; Naphthene	Unknown	Unknown	91–20–3	U165	
o-Xylene	isomer of Xylene	Unknown	Unknown	95–47–6	none	
sec-Butylbenzene	2-Phenylbutane	Unknown	Unknown	135–98–8	none	
Toluene	methyl-Benzene	Unknown	Unknown	108–88–3	U220, F005	
trans-1,2-Dichloroethene	1,2-Dichloroethylene	Unknown	Unknown	156–60–5	U079	
Trichloroethene	Trichloroethylene; TCE	Unknown	Unknown	79–01–6	U228, F001, F002	
Vinyl Chloride	Chloroethylene; Chloroethene	Unknown	Unknown	75–01–4	U043, D043	

SD-52-01 Nosedocks/ Apron 2 Operable Unit						
Substance	**Regulatory Synonym(s)**	**Quantity (kg/lbs)**	**Date**	**CAS Registry No.**	**Hazardous Waste ID No.**	**Remarks**
Aluminum	Al	Unknown	Unknown	7429-90-5		
Arsenic	As	Unknown	Unknown	7440–38–2	D004	
Iron	Fe	Unknown	Unknown	7439–89–6		
Manganese	Mn	Unknown	Unknown	7439–96–5		
Sodium	Na	Unknown	Unknown	7440–23–5		
Thallium	Tl	Unknown	Unknown	7440–28– 0		

SD-52-05 Building 817/WSA On-Base Groundwater						
Substance	**Regulatory Synonym(s)**	**Quantity (kg/lbs)**	**Date**	**CAS Registry No.**	**Hazardous Waste ID No.**	**Remarks**
Benzene	benzol; coal naphtha; cyclohexatriene	Unknown	Unknown	71–43–2	U019	SD-52-05 Bldg 817 Groundwater - Ongoing enhanced bioremediation with an air sparge wall and continued performance monitoring.
Bis(2-ethylhexyl)phthalate	Dioctyl phthalate; Diethylhexyl phthalate (DEHP); 1,2-Benzenedicarboxylic acid, bis(2-ethylhexyl) ester	Unknown	Unknown	117–81–7	U028	
Chloroform	trichloro-Methane	Unknown	Unknown	67–66–3	U044	
Tetrachloroethene	Tetrachloroethylene; Perchloroethylene	Unknown	Unknown	127–18–4	U210, F001, F001	
Trichloroethene	Trichloroethylene; TCE	Unknown	Unknown	79–01–6	U228, F001, F002	
Vinyl Chloride	Chloroethylene; Chloroethene	Unknown	Unknown	75–01–4	U043, D043	

SS-62 AOC9 Weapons Storage Area Landfill Chlorinated Plume						
Substance	**Regulatory Synonym(s)**	**Quantity (kg/lbs)**	**Date**	**CAS Registry No.**	**Hazardous Waste ID No.**	**Remarks**
1,2,4-Trimethylbenzene	1,3,4-Trimethylbenzene	Unknown	Unknown	95–63–6	none	SS-62AOC 9 - Soil and Groundwater – Source area soil removal conducted along with groundwater treatment through chemical oxidation. Contamination present in groundwater, subsurface/surface soil and soil vapor.
1,2-Dichlorobenzene	o-Dichlorobenzene	Unknown	Unknown	95–50–1	U070, F002	
1,2-Dichloroethane	Ethylene dichloride	Unknown	Unknown	107–06–2	U077	
1,3,5-Trimethylbenzene	Mesitylene	Unknown	Unknown	108–67–8	none	
1,3-Butadiene	alpha,gamma-Butadiene	Unknown	Unknown	106–99–0	none	
1,3-Dichlorobenzene	m-Dichlorobenzene	Unknown	Unknown	541–73–1	U071	
1,4-Dichlorobenzene	p-Dichlorobenzene	Unknown	Unknown	106–46–7	U072, D027	
2-Hexanone	Butyl methyl ketone; Methyl butyl ketone	Unknown	Unknown	591–78–6	none	
4-Ethyltoluene	p-Ethyltoluene	Unknown	Unknown	622–96–8	none	
Acetone	2-Propanone	Unknown	Unknown	67–64–1	U002, F003	
Benzene	benzol; coal naphtha; cyclohexatriene	Unknown	Unknown	71–43–2	U019	
Benzo(a)anthracene	Benz[a]anthracene; 1,2-Benzanthracene	Unknown	Unknown	56–55–3	U018	
Benzo(a)pyrene	3,4-Benzopyrene	Unknown	Unknown	50–32–8	U022	
Benzo(b)fluoranthene	Benz(e)acephenanthrylene; 3,4-Benzofluoranthene	Unknown	Unknown	205–99–2	none	
Benzo(k)fluoranthene	Dibenzo(b,jk)fluorene; 2,3,1',8'-Binaphthylene	Unknown	Unknown	207–08–9	none	
Butylbenzene	n-Butylbenzene	Unknown	Unknown	104–51–8	none	
Carbon Disulfide	Sulphocarbonic anhydride; Carbon Bisulphide	Unknown	Unknown	75–15–0	P022, F005	
Chlorobenzene	Benzene chloride; Phenyl Chloride	Unknown	Unknown	108–90–7	U037, F002	
Chrysene	1,2,5,6-Dibenzonaphthalene; 1,2-Benzophenanthracene	Unknown	Unknown	218–01–9	U050	
cis-1,2-Dichloroethene	trans-dichloroethylene; trans-1,2-dichloroethylene; acetylene dichloride, trans-	Unknown	Unknown	156-60-5	U079	
Cyclohexane	hexahydro-Benzene	Unknown	Unknown	110–82–7	U056, F003	
Ethylbenzene	Phenylethane	Unknown	Unknown	100–41–4	F003	

SS-62 AOC9 Weapons Storage Area Landfill Chlorinated Plume						
Substance	**Regulatory Synonym(s)**	**Quantity (kg/lbs)**	**Date**	**CAS Registry No.**	**Hazardous Waste ID No.**	**Remarks**
Isopropylbenzene	(1-methylethyl)-Benzene; Cumene	Unknown	Unknown	98–82–8	U055	
m-Xylene	isomer of Xylene	Unknown	Unknown	108–38–3	none	
p-Xylene	isomer of Xylene	Unknown	Unknown	106–42–3	none	
Methyl ethyl ketone	MEK; 2-Butanone	Unknown	Unknown	78–93–3	U159, F005	
Methylene Chloride	Dichloromethane	Unknown	Unknown	75–09–2	U080, F001	
Naphthalene	Albocarbon; Naphthene	Unknown	Unknown	91–20–3	U165	
Butylbenzene	n-Butylbenzene	Unknown	Unknown	104–51–8	none	
n-Heptane	Heptane; Heptyl hydride	Unknown	Unknown	142-82-5	none	
n-Hexane	Hexane	Unknown	Unknown	110–54–3	none	
Propylbenzene	n-Propylbenzene	Unknown	Unknown	103–65–1	none	
o-Xylene	isomer of Xylene	Unknown	Unknown	95–47–6	none	
p-Isopropyltoluene	4-Isopropyltoluene, 1-Isopropyl-4-methylbenzene; p-Cymene; Dolcymene	Unknown	Unknown	99–87–6	none	
sec-Butylbenzene	2-Phenylbutane	Unknown	Unknown	135–98–8	none	
Styrene	Benzene, vinyl-; Ethylene-phenyl; Styrolene	Unknown	Unknown	100–42–5	none	
tert-Butylbenzene	Methyl-2-phenylpropane; Dimethylethylbenzene	Unknown	Unknown	98–06–6	none	
Tetrachloroethene	Tetrachloroethylene; Perchloroethylene	Unknown	Unknown	127–18–4	U210, F001	
Toluene	methyl-Benzene	Unknown	Unknown	108–88–3	U220, F005	
Trichloroethene	Trichloroethylene; TCE	Unknown	Unknown	79–01–6	U228, F001, F002	
Trichlorofluoromethane	Trichloromonofluoromethane	Unknown	Unknown	75–69–4	U121, F002	
Vinyl Chloride	Chloroethylene; Chloroethene	Unknown	Unknown	75–01–4	U043, D043	
Xylenes	dimethylbenzene	Unknown	Unknown	1330–20–7	U239, F003	
Aluminum	Al	Unknown	Unknown	7429-90-5		
Antimony	Sb	Unknown	Unknown	7440–36– 0		
Arsenic	As	Unknown	Unknown	7440–38–2	D004	

SS-62 AOC9 Weapons Storage Area Landfill Chlorinated Plume						
Substance	**Regulatory Synonym(s)**	**Quantity (kg/lbs)**	**Date**	**CAS Registry No.**	**Hazardous Waste ID No.**	**Remarks**
Barium	Ba	Unknown	Unknown	7440-39-3	D005	
Beryllium	Be	Unknown	Unknown	7440–41– 7	P015	
Cadmium	Cd	Unknown	Unknown	7440–43– 9	D006	
Calcium	Ca	Unknown	Unknown	7440-70-2		
Chromium	Cr	Unknown	Unknown	7440–47–3	D007	
Copper	Cu	Unknown	Unknown	7440–50– 8		
Iron	Fe	Unknown	Unknown	7439–89–6		
Manganese	Mn	Unknown	Unknown	7439–96–5		
Nickel	Ni	Unknown	Unknown	7440–02– 0		
Potassium	K	Unknown	Unknown	7440–09–7		
Selenium	Se	Unknown	Unknown	7782–49–2	D010	
Silver	Ag	Unknown	Unknown	7440–22– 4	D011	
Thallium	Tl	Unknown	Unknown	7440–28– 0		
Zinc	Zn	Unknown	Unknown	7440–66– 6		

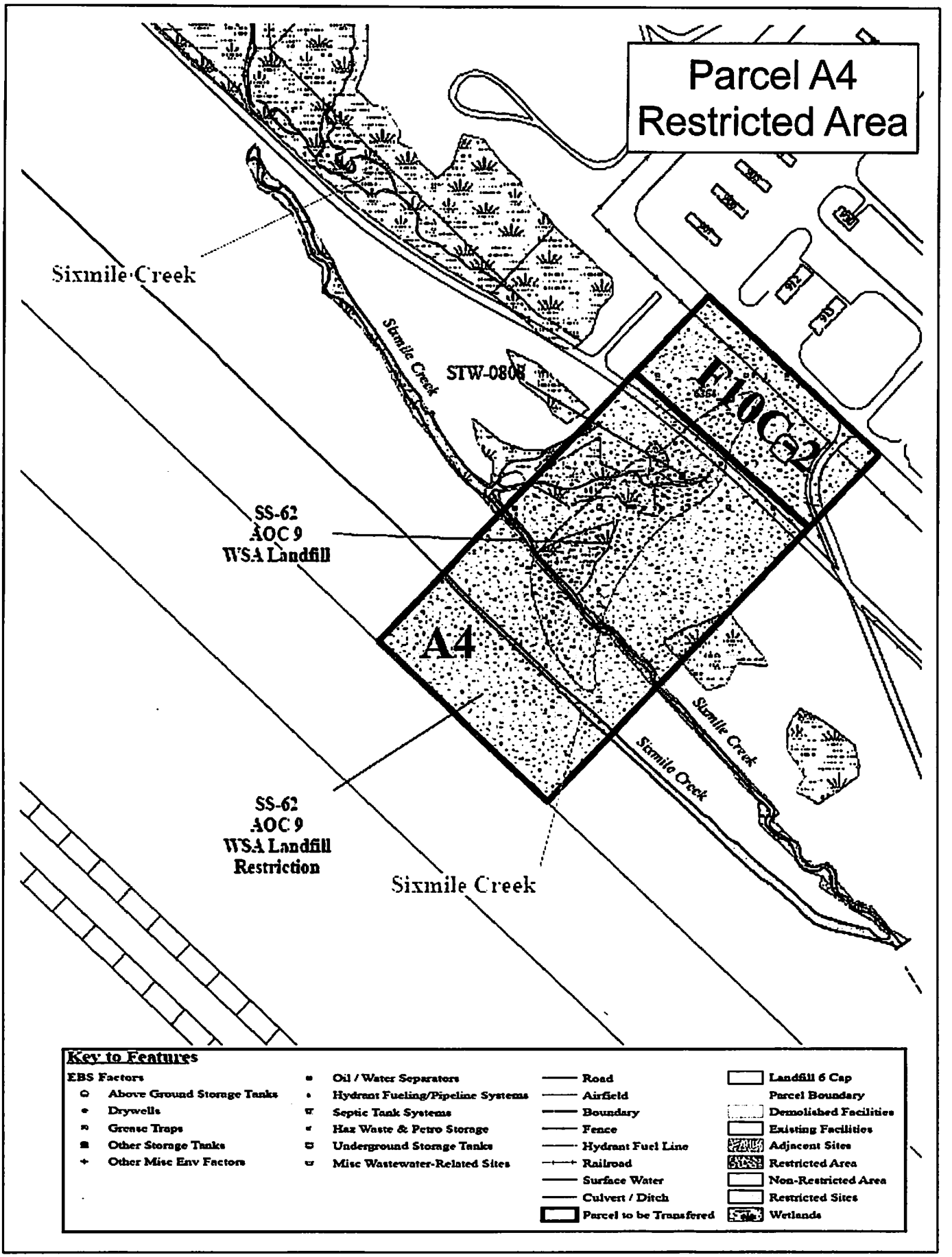
EXHIBIT E

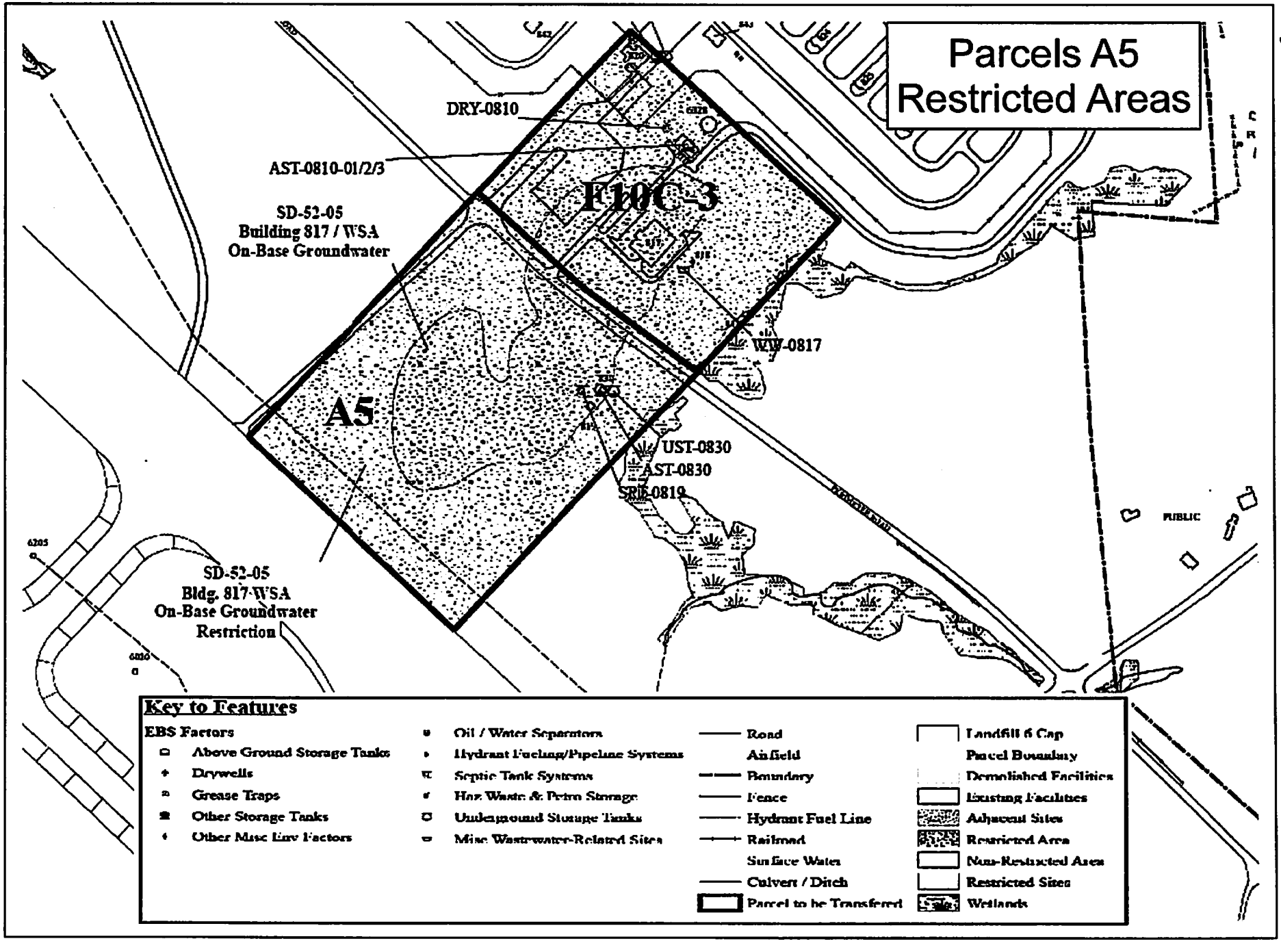
MAP OF ENVIRONMENTAL SITES


F10C-2
A4
F10C-3
A5
A2
F6B-6
F6B-7
F11B-1
F11B
BASE LOCATION
SITE LOCATION
Key to Features
UNITED STATES AIR FORCE
FORMER GRIFFISS AIR FORCE BASE
ROME, NEW YORK
Finding of Suitability for Early Transfer
Parcels: F11B, F6B-6, F6B-7,
A2, A4, A5, F10C-2, and F10C-3
Exhibit E
January, 2012

EXHIBIT F

MAPS OF RESTRICTED ENVIRONMENTAL SITES


Parcel A4
Restricted Area
Sixmile Creek
Sixmile Creek
STW-0808
FIOC2
SS-62
AOC 9
WSA Landfill
A4
Sixmile Creek
Sixmile Creek
SS-62
AOC 9
WSA Landfill
Restriction
Sixmile Creek
Key to Features
EBS Factors
Above Ground Storage Tanks
Drywells
Grease Traps
Other Storage Tanks
Other Misc Env Factors
Oil / Water Separators
Hydrant Fueling/Pipeline Systems
Septic Tank Systems
Haz Waste & Petro Storage
Underground Storage Tanks
Misc Wastewater-Related Sites
Road
Airfield
Boundary
Fence
Hydrant Fuel Line
Railroad
Surface Water
Culvert / Ditch
Parcel to be Transfered
Landfill 6 Cap
Parcel Boundary
Demolished Facilities
Existing Facilities
Adjacent Sites
Restricted Area
Non-Restricted Area
Restricted Sites
Wetlands

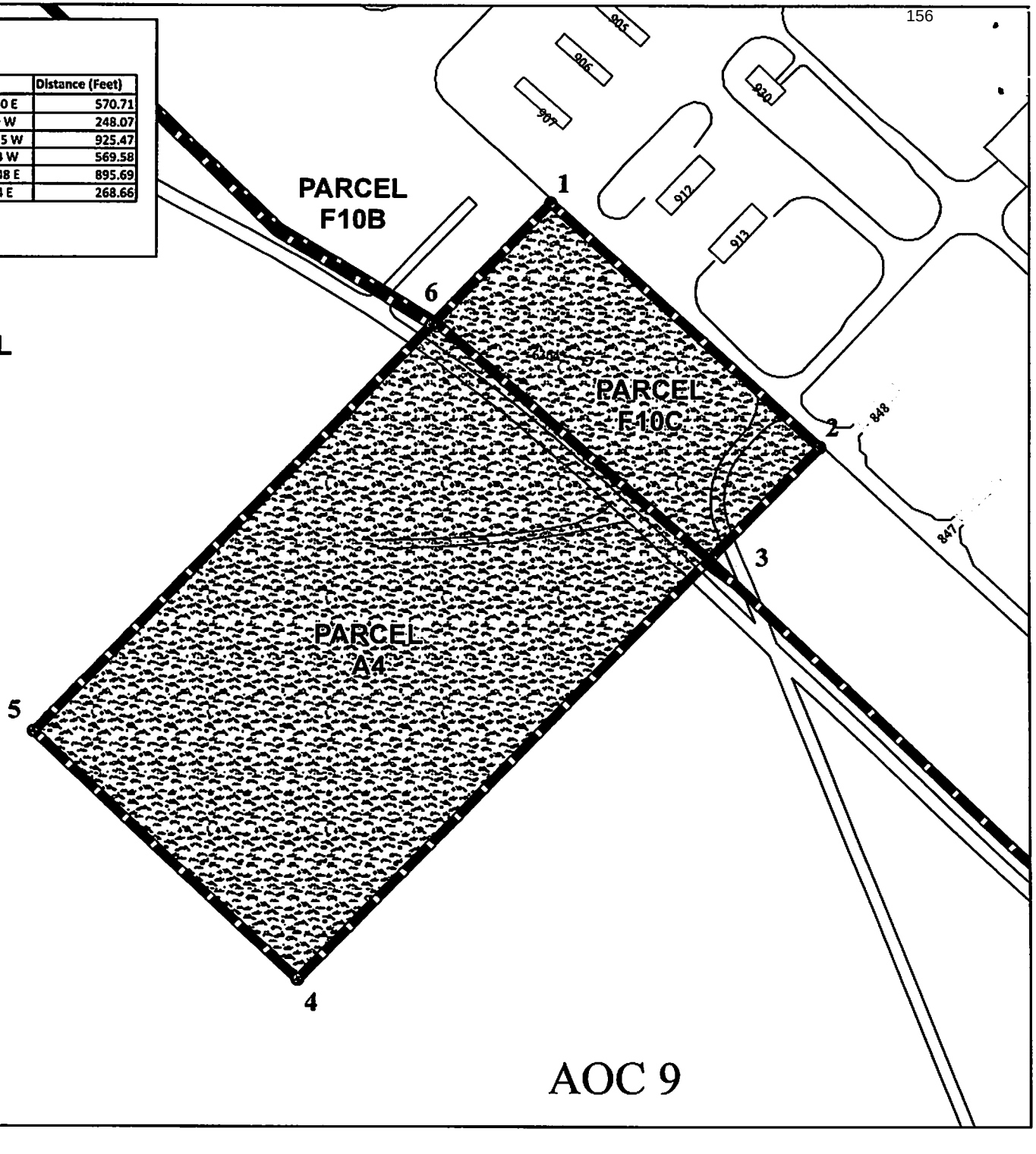

Parcels A5
Restricted Areas
DRY-0810
AST-0810-01/2/3
SD-52-05
Building 817 / WSA
On-Base Groundwater
F10C-3
A5
WW-0817
UST-0830
AST-0830
SRF-0819
SD-52-05
Bldg. 817 WSA
On-Base Groundwater
Restriction
PUBLIC
Key to Features
EBS Factors
Above Ground Storage Tanks
Drywells
Grease Traps
Other Storage Tanks
Other Misc Env Factors
Oil / Water Separators
Hydrant Fueling/Pipeline Systems
Septic Tank Systems
Haz Waste & Petro Storage
Underground Storage Tanks
Misc Wastewater-Related Sites
Road
Airfield
Boundary
Fence
Hydrant Fuel Line
Railroad
Surface Water
Culvert / Ditch
Parcel to be Transferred
Landfill 6 Cap
Parcel Boundary
Demolished Facilities
Existing Facilities
Adjacent Sites
Restricted Area
Non-Restricted Area
Restricted Sites
Wetlands

AOC 9

Point No.	Easting	Northing
1	1133873.85	1182119.47
2	1134294.44	1181733.70
3	1134121.89	1181555.47
4	1133479.41	1180889.36
5	1133065.91	1181281.06
6	1133687.51	1181925.94

From Pt.	To Pt.	Direction	Distance (Feet)
1	2	S 47-28-20 E	570.71
2	3	S 44-4-19 W	248.07
3	4	S 43-57-55 W	925.47
4	5	N 46-33-3 W	569.58
5	6	N 43-56-48 E	895.69
6	1	N 43-55-4 E	268.66

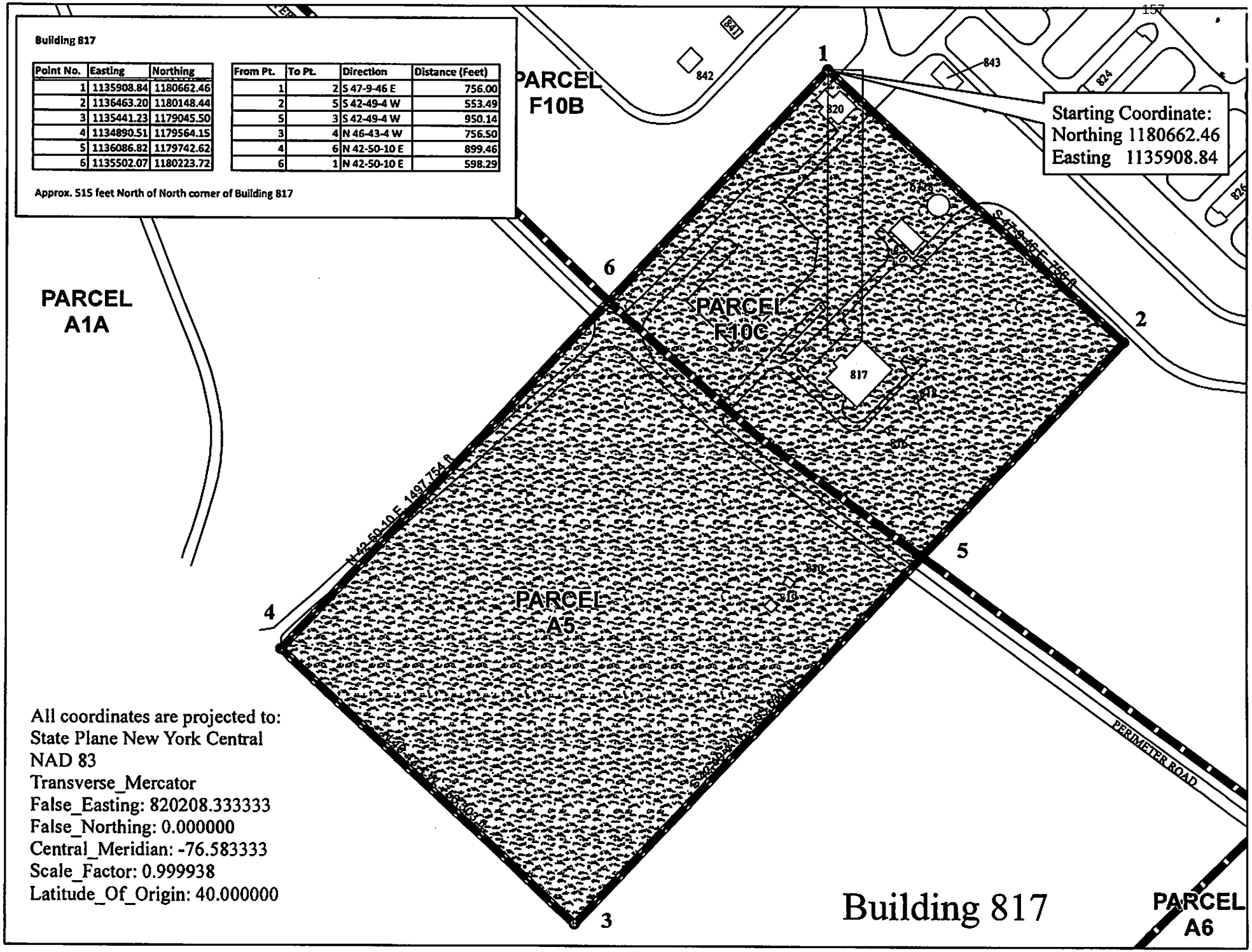
Approx. 190 feet West of South corner of Building 912

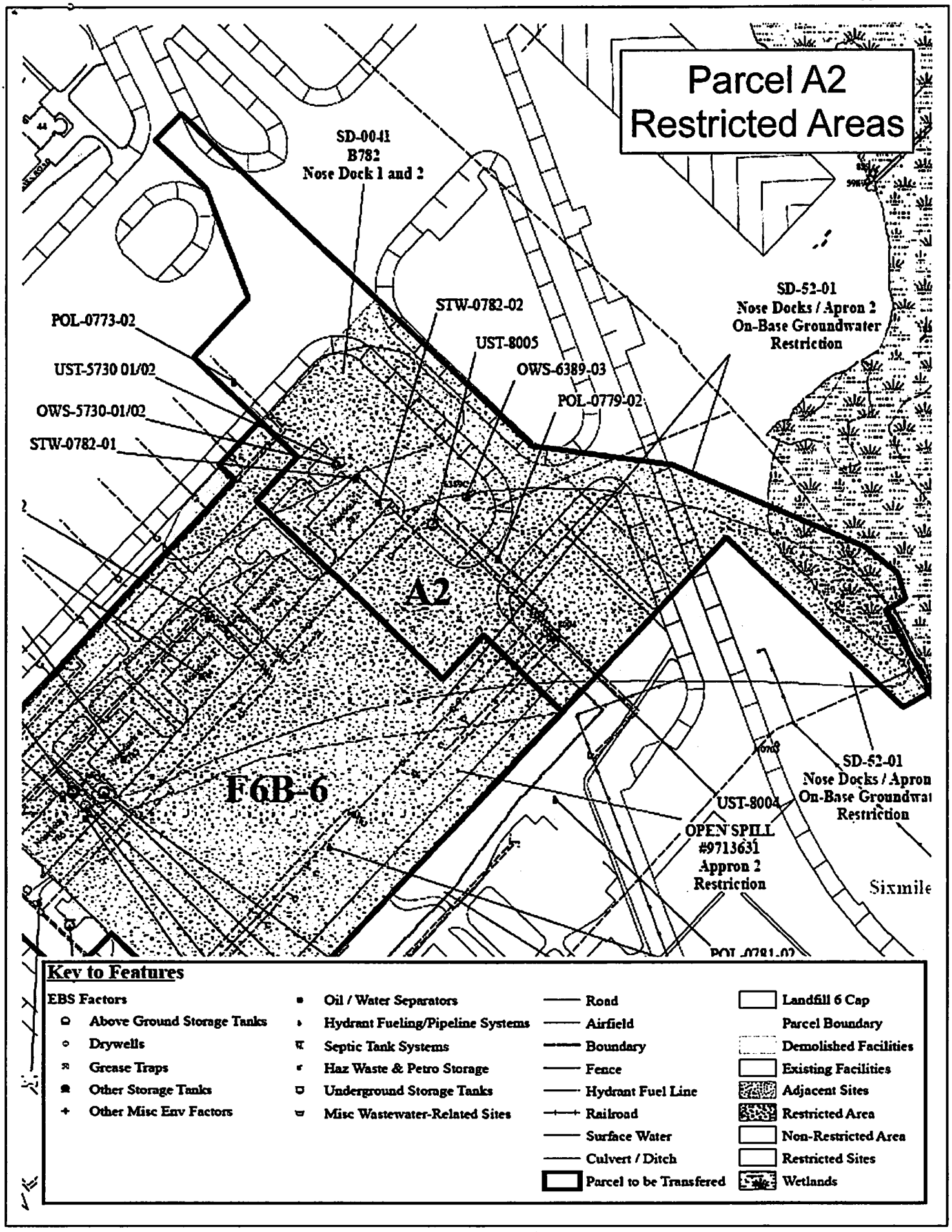


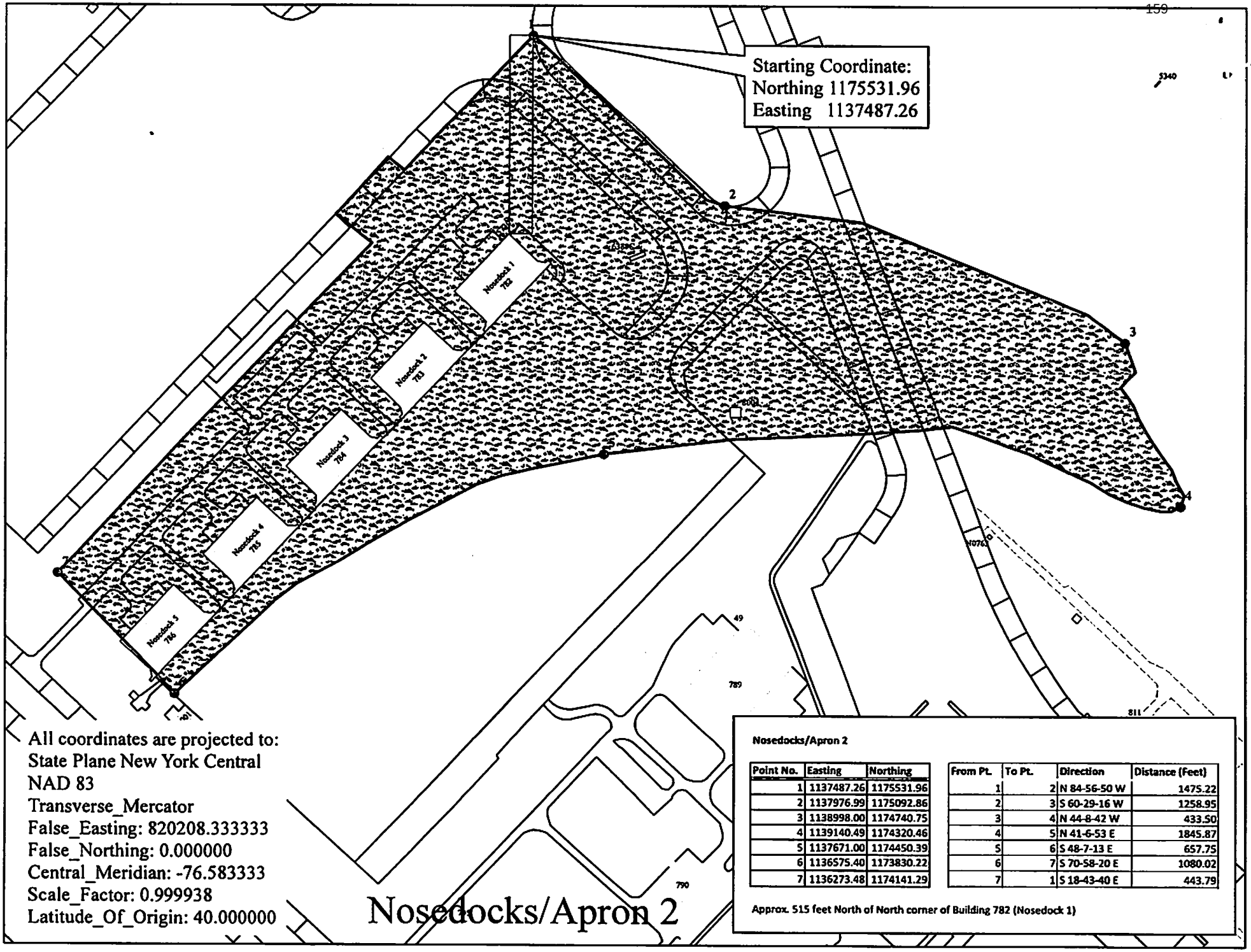
All coordinates are projected to:
State Plane New York Central
NAD 83
Transverse_Mercator
False_Easting: 820208.333333
False_Northing: 0.000000
Central_Meridian: -76.583333
Scale_Factor: 0.999938
Latitude_Of_Origin: 40.000000

AOC 9

Y:\GIS_Projects\AGinflist\Projects\RODs\AOC9_Rods_0309.mxd


Building 817
Point No. | Easting | Northing
1 | 1135908.84 | 1180662.46
2 | 1136463.20 | 1180148.44
3 | 1135441.23 | 1179045.50
4 | 1134890.51 | 1179564.15
5 | 1136086.82 | 1179742.62
6 | 1135502.07 | 1180223.72
From Pt. | To Pt. | Direction | Distance (Feet)
1 | 2 | S 47-9-46 E | 756.00
2 | 5 | S 42-49-4 W | 553.49
5 | 3 | S 42-49-4 W | 950.14
3 | 4 | N 46-43-4 W | 756.50
4 | 6 | N 42-50-10 E | 899.46
6 | 1 | N 42-50-10 E | 598.29
Approx. 515 feet North of North corner of Building 817
PARCEL F10B
PARCEL A1A
PARCEL F10C
PARCEL A5
PARCEL A6
Starting Coordinate:
Northing 1180662.46
Easting 1135908.84
1
2
3
4
5
6
817
841
842
843
824
826
820
PERIMETER ROAD
All coordinates are projected to:
State Plane New York Central
NAD 83
Transverse_Mercator
False_Easting: 820208.333333
False_Northing: 0.000000
Central_Meridian: -76.583333
Scale_Factor: 0.999938
Latitude_Of_Origin: 40.000000
Building 817


Parcel A2
Restricted Areas
SD-0041
B782
Nose Dock 1 and 2
SD-52-01
Nose Docks / Apron 2
On-Base Groundwater
Restriction
STW-0782-02
POL-0773-02
UST-8005
UST-5730 01/02
OWS-6389-03
POL-0779-02
OWS-5730-01/02
STW-0782-01
A2
F6B-6
SD-52-01
Nose Docks / Apron
On-Base Groundwat
Restriction
UST-8004
OPEN SPILL
#9713631
Appron 2
Restriction
Sixmile
Key to Features
EBS Factors
Above Ground Storage Tanks
Drywells
Grease Traps
Other Storage Tanks
Other Misc Env Factors
Oil / Water Separators
Hydrant Fueling/Pipeline Systems
Septic Tank Systems
Haz Waste & Petro Storage
Underground Storage Tanks
Misc Wastewater-Related Sites
Road
Airfield
Boundary
Fence
Hydrant Fuel Line
Railroad
Surface Water
Culvert / Ditch
Parcel to be Transfered
Landfill 6 Cap
Parcel Boundary
Demolished Facilities
Existing Facilities
Adjacent Sites
Restricted Area
Non-Restricted Area
Restricted Sites
Wetlands

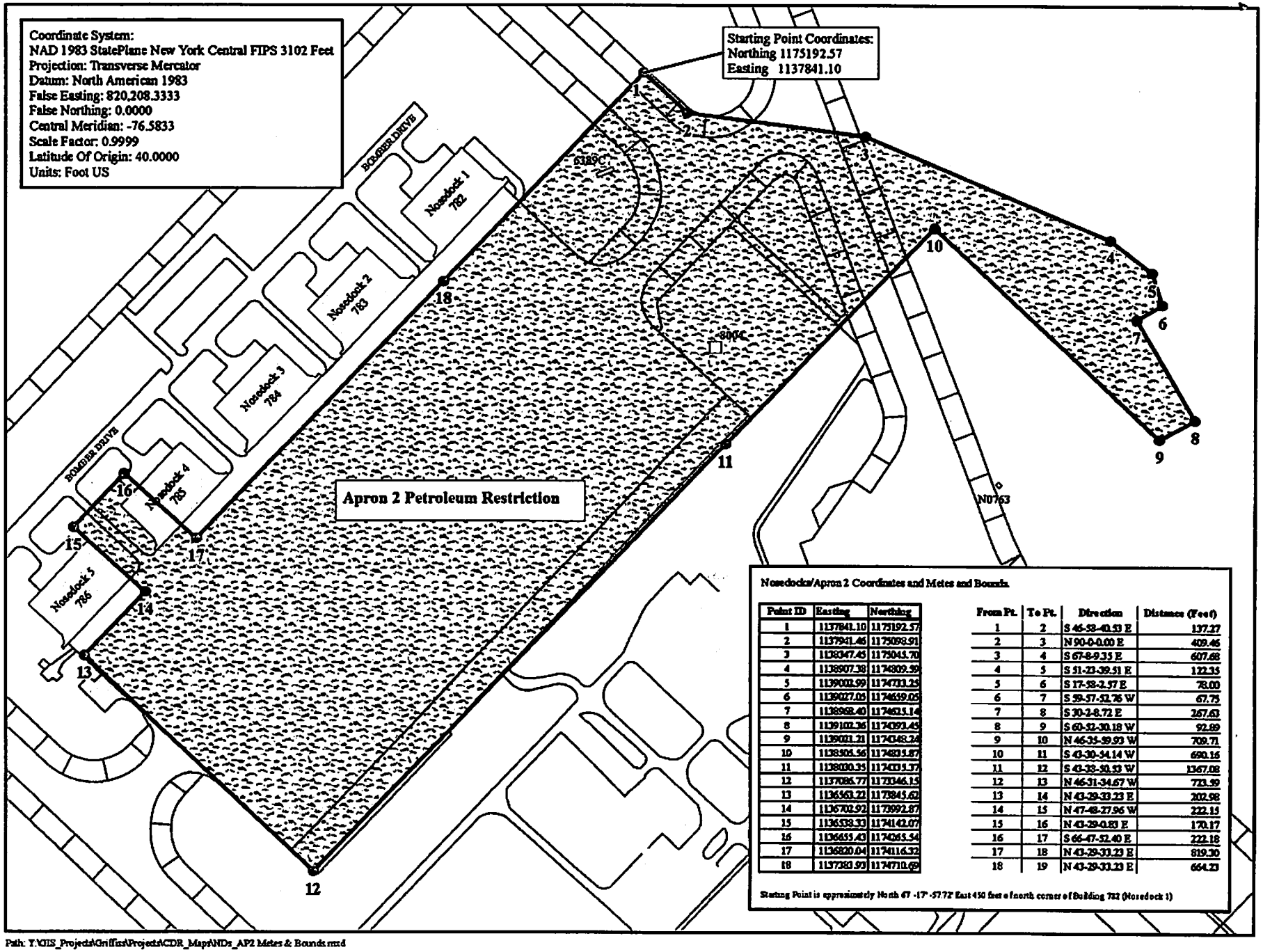


Nosedocks/Apron 2

Point No.	Easting	Northing
1	1137487.26	1175531.96
2	1137976.99	1175092.86
3	1138998.00	1174740.75
4	1139140.49	1174320.46
5	1137671.00	1174450.39
6	1136575.40	1173830.22
7	1136273.48	1174141.29

From Pt.	To Pt.	Direction	Distance (Feet)
1	2	N 84-56-50 W	1475.22
2	3	S 60-29-16 W	1258.95
3	4	N 44-8-42 W	433.50
4	5	N 41-6-53 E	1845.87
5	6	S 48-7-13 E	657.75
6	7	S 70-58-20 E	1080.02
7	1	S 18-43-40 E	443.79

Approx. 515 feet North of North corner of Building 782 (Nosedock 1)



Nosedocks/Apron 2 Coordinates and Metes and Bounds.

Point ID	Easting	Northing
1	1137841.10	1175192.57
2	1137941.46	1175098.91
3	1138047.45	1175045.70
4	1138907.38	1174809.39
5	1139002.99	1174783.25
6	1139027.08	1174659.05
7	1138968.40	1174625.14
8	1139102.36	1174093.45
9	1139021.21	1174048.24
10	1138305.56	1174805.87
11	1138000.35	1174035.37
12	1137086.77	1173946.15
13	1136563.21	1173845.62
14	1136702.92	1173992.87
15	1136539.33	1174142.07
16	1136455.43	1174065.54
17	1136820.04	1174116.32
18	1137280.93	1174710.69

From Pt.	To Pt.	Direction	Distance (Feet)
1	2	S 46-58-40.53 E	137.27
2	3	N 90-0-0.00 E	409.46
3	4	S 67-8-9.35 E	607.68
4	5	S 51-23-39.51 E	122.35
5	6	S 17-58-2.57 E	78.00
6	7	S 39-57-52.76 W	67.75
7	8	S 30-2-8.72 E	267.63
8	9	S 60-52-30.18 W	92.89
9	10	N 46-35-59.93 W	709.71
10	11	S 43-30-34.14 W	690.16
11	12	S 43-38-50.53 W	1367.08
12	13	N 46-31-34.67 W	723.39
13	14	N 43-29-33.23 E	202.98
14	15	N 47-48-27.96 W	222.15
15	16	N 43-29-0.83 E	170.17
16	17	S 66-47-32.40 E	222.18
17	18	N 43-29-33.23 E	819.30
18	19	N 43-29-33.23 E	664.23

Starting Point is approximately North 67 -17' -57.72' East 450 feet o fnorth corner of Building 782 (Nosedock 1)

Path: Y:\GIS_Projects\Griffiss\Projects\CDR_Maps\NDs_AP2 Metes & Bounds.mxd

Exhibit G
Schedule of Future Actions Required at Environmental Sites

PROJECT SCHEDULE FOR RESPONSE/CORRECTIVE ACTION AND OPERATION AND MAINTENANCE REQUIREMENTS

1. Schedule for SD-52-01 Nosedocks/Apron 2 On-Base Groundwater:

   Remedial Investigation completed - April 2004
   Feasibility Study completed – August 2006
   Proposed Plan completed – September 2007
   Public Notice on Proposed Plan Issued - September 2007
   Records of Decisions completed - March 2009
   Final Remediation In-Place completed – December 2009
   Operating Properly and Successfully Determination anticipated – September 2013

2. Schedule for SS-62 AOC 9 Weapons Storage Area Landfill:

   Remedial Investigation completed – May 2004
   Feasibility Study completed – October 2004
   Proposed Plan completed – January 2010
   Public Notice on Proposed Plan - January 2010
   Records of Decisions completed – September 2010
   Source Removal Completed – October 2011
   Final Remediation In-Place anticipated – January 2013
   Operating Properly and Successfully Determination anticipated – December 2014

3. Schedule for SD-52-05 Building 817/WSA On-Base Groundwater:

   Feasibility Study completed – April 2005
   Final Feasibility Study Addendum/Supplement completed – September 2006
   Proposed Plan completed – September 2007
   Public Notice on Proposed Plan Issued - September 2007
   Records of Decisions completed - March 2009
   Final Remediation In-Place completed – December 2009
   Operating Properly and Successfully Determination anticipated – November 2014

EXHIBIT H
Table of Other Environmental Factors

UST Table

Tank Number/ Contents	Tank Capacity (gallons)	Location	Releases/ Spill Number /Status	Tank Status/Removal Project Number	Tank Closure Date
UST-8004 JP-4/JP-8 (Type III System)	4,000	Fiberglass tank located northeast side Apron 2	None	In place	Closed in Place
UST-8005 JP-4/JP-8 (Type III System)	4,000	Fiberglass tank located northeast side Apron 2	None	In place	Closed in Place

Oil/Water Separators

OWS Number	Location	Releases/Spill Number/Status	OWS Status/Removal Project Number	OWS Closure Date
OWS-6389-3	North of Apron 2	None	Active	N/A

GRI-PBC-2003-001-D-3
Parcel A-3
Airport Authority

26.33 Acres

GRI-PBC-2003-001-D-3
164
Parcel A3
26.33 Acres
GRI-PBC-2003-001-D-4
Parcel A7
0.01 Acres

ONEIDA COUNTY – STATE OF NEW YORK
SANDRA J. DEPERNO COUNTY CLERK
800 PARK AVENUE, UTICA, NEW YORK 13501

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

RECEIPT NO. : 2011419115

Clerk: LG
Instr #: 2011-014584
Rec Date: 10/03/2011 09:42:29 AM
Doc Grp: RP
Descrip: DEED
Num Pgs: 43

Party1: UNITED STATES OF AMERICA
Party2: ONEIDA COUNTY OF
Town: ROME

Recording:

Cover Page	0.00
Number of Pages	0.00
Cultural Ed	0.00
Records Management - Coun	0.00
Records Management - Stat	0.00
Sub Total:	0.00
Transfer Tax	
Transfer Tax	0.00
Sub Total:	0.00
Total:	0.00

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

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

Transfer Tax# : 1003

Consideration: 0.00
Transfer Tax: 0.00

Record and Return To:

AFRPA/RETB
2261 HUGHES AVENUE STE 121
LACKLAND AFB TX 72836-9821

WARNING***
I hereby certify that the within and foregoing was recorded in the Oneida County Clerk's Office, State of New York. This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Sandra J. DePerno
Oneida County Clerk

After recordation Please Send A copy of Recorded Deed To
AFRPA/RETB
2261 Hughes Avenue, Ste 121
Lackland AFB, TX 78236-9821

QUITCLAIM DEED

I. PARTIES

A. THIS DEED is made and entered into this 26th day of September, 2011, by and between THE UNITED STATES OF AMERICA (the "Grantor"), acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), 49 U.S.C. §§ 47151-47153 and delegations and regulations promulgated thereunder, and the COUNTY OF ONEIDA, an instrumentality and public benefit corporation of the State of New York (the "Grantee"). (Unless the context otherwise specifically states, when used in this Deed, "Grantor" includes the assigns of the Grantor and "Grantee" includes the successors and assigns of the Grantee.)

B. DEFINITIONS

The following terms will have the meaning assigned to each in this Deed, unless the context specifies otherwise:

"Administrator" means the Administrator of the Federal Aviation Administration and his or her successors in office.

"Airport" means that part of the Property primarily used for air operations and related activities, including administration.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601-9675)

"FAA" means the Federal Aviation Administration of the United States Department of Transportation, and their respective successor entities.

"FFA" means the Federal Facility Agreement between USEPA and the Air Force regarding environmental cleanup at Air Force installations on the National Priority List.

"Grantor" and "United States" means Department of the Air Force and FAA, and any successor entity, and the Secretary of the Air Force and the Administrator, and any successor in office, and the assigns of The United States of America.

"Grantee" means the successors and assigns of the County of Oneida.

"IRP" means the environmental Installation Restoration Program of the Air Force.

"NYSDEC" means the New York State Department of Environmental Conservation.

"USEPA" means the United States Environmental Protection Agency and its successor entity.

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) in hand paid by the Grantee, and other good and valuable consideration, the receipt whereof is hereby acknowledged, has remised, released, and deeded, and by these presents does remise, release, and quitclaim unto the Grantee, whose post office address is 800 Park Avenue, Utica, New York 13501, all the right, title, interest, claim, and demand that the Grantor has in and to the following described real property, situated, lying, and being in the City of Rome, County of Oneida, and State of New York, consisting of approximately 26.345 acres of land, (the "Property") more or less. A legal description and map of the Property is set forth on **Exhibit A** to this Deed.

III. APPURTENANCES AND HABENDUM

TOGETHER WITH all the buildings, and improvements erected thereon, **except for** monitoring wells, treatment wells, treatment facilities, and related piping and electric lines to those wells and facilities and other related equipment ("Remedial Systems"), if any, whether above, on, or under the ground, and except for all utility distribution systems, including but not limited to the water, electrical, and gas distribution systems ("Utility Systems"), all and singular the tenements, hereditaments, appurtenances, and improvements hereunto belonging, or in any wise appertaining, including aviation easements, which, together with the real property above described, is called the "Property" in this Deed.

TO HAVE AND TO HOLD the Property unto the Grantee forever.

IV. EXCEPTIONS

None

V. RESERVATIONS

None

VI. CONDITION

A. The Grantee agrees to accept conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, privileges, benefits, 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 express or implied, on the part of the Grantor, or otherwise provided for by law or in equity, regarding such condition and state of repair (other than that contained in sections VII and VIII of this 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.

VII. DEPARTMENT OF DEFENSE UNIFORM NOTICE, DESCRIPTION, ACCESS RIGHTS, AND COVENANTS FOR SECTION 120(h)(3) OF THE COMPREHNSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980 (42 U.S.C. § 9620(h)(3)).

A. Property Covered by Notice, Description, Access Rights, and Covenants Made Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)):

For the Property, the Grantor provides the following notice, description, and covenants, and retains the following access rights:

B. Notices Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)):

Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored,

released, or disposed of, as defined in section 120(h), is provided in **Exhibit B**, attached hereto and made a part hereof.

C. Covenant Pursuant to Section 120(h(3)(A)(ii) and B of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii and (B)):

Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B), the United States warrants that:

1. All remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to section 120(h)(3) (A) (i)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 remaining on the property has been taken before the date of this Deed, and;

2. Any additional remedial action found to be necessary after the date of this Deed shall be conducted by the United States.

D. Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii)):

1. The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which a remedial action or corrective action is found to be necessary on the part of the United States, without regard to whether such remedial action or correction action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the Grantee and its successors and assigns and shall run with the land.

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 work and the Grantee's successors' and assigns' quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. 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 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

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.

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 the right, in its sole discretion, to undertake an investigation and conduct any remedial action that it determines is necessary.

C. 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.

D. 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.

.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. pt. 77 entitled "Objects Affecting Navigable Airspace," under the authority of the Federal Aviation Act of 1958, as amended.

XI. 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 20 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 for public airport purposes, the Grantee covenants that it will not use, lease, sell, salvage, or dispose of the Property, or any part of it for other than industrial and non-residential commercial purposes. The "Property" as used in this subparagraph includes revenues or proceeds derived from it.

3. The Property shall be used and maintained for the use and benefit of the public on fair and reasonable terms, without unjust discrimination and without grant or exercise of any exclusive right for use of the Property within the meaning of the term "exclusive right" as used in subparagraph 5. In furtherance of this covenant (but without limiting its general applicability and effect) the Grantee specifically agrees that:

3.1. it will keep the Airport available for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds, and classes of aeronautical uses, provided that the Grantee may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users that may be necessary for the safe and efficient operation; and provided, further, that the Grantee may prohibit or limit any given type, kind, or class of aeronautical use if such action is necessary for the safe operation to serve the civil aviation needs of the public.

3.2. in its operation and the operation of facilities on the Property, neither it nor any person or organization occupying facilities will discriminate against any person or class of persons by reason of race, color, creed, age, , sex, handicap, or national origin.

3.3. in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public, the Grantee will insert and enforce provisions requiring the contractor to furnish such service on a fair, equal, and not unjustly discriminatory basis to all users, and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

3.4. the Grantee will not exercise or grant any right or privilege that would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

3.5. in the event the Grantee exercises any of the rights and privileges referred to in subparagraph 3.3 above, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Grantee under the provisions of subparagraph 3.3.

4. The Grantee covenants not to grant or permit any exclusive right for the use of the airport that is forbidden by 49 U.S.C. § 40103(e), by any person or persons to the exclusion of others in the same class, and the Grantee will otherwise comply with all applicable laws.

4.1. In furtherance of this covenant (but without limiting its general applicability and effect), the Grantee specifically agrees that, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right to conduct any aeronautical activity on the Airport , including, but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products

whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which, because of their direct relationship to the operation of aircraft, can be regarded as an aeronautical activity.

4.2. The Grantee further agrees that it will terminate as soon as possible, and no later than the earliest applicable renewal, cancellation, or expiration date, any exclusive right existing at any other airport owned or controlled by the Grantee, or hereafter acquired, and that, thereafter, no such right shall be granted. However, nothing contained in this subparagraph 4 shall be construed to prohibit the granting or exercise of, or exclusive right for, the furnishing of non-aviation products and supplies or any services of a non-aeronautical nature, or to obligate the Grantee to furnish any particular non-aeronautical service at the Airport.

5. The Grantee shall insofar as it is within its powers and to the extent reasonable, adequately clear and protect the aerial approach to the Airport by removing, lowering, relocating, marking, lighting, or otherwise mitigating existing hazards and by preventing the establishment or creation of future hazards.

5.1. The Grantee will, either by the acquisition and retention of easements or other interests in or rights for the use of land and airspace, or by the adoption and enforcement of zoning regulations, or by any other reasonable means, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport that would constitute an obstruction to air navigation according to the criteria or standards prescribed in 14 C.F.R. Part 77 and, as applicable, according to the currently approved Airport Layout Plan.

5.2. The Grantee will not erect, or permit the erection of any permanent structure or facility that would interfere materially with the use, operation, or future development of the Property, in any portion of a runway approach area in which the Grantee has control over, or has acquired, or hereafter acquires, property interests permitting the Grantee to control the use made of the surface of the land.

5.3. Insofar as is within its power and to the extent reasonable, the Grantee will either, by the acquisition and retention of easements or other interests in or rights for the use of land or airspace, or by the adoption and enforcement of zoning regulations or by any other reasonable means, take action to restrict the use of the land adjacent to or in the immediate vicinity of the Property to activities and purposes compatible with normal airport operations, including landings and takeoffs.

6. The Grantee will operate and maintain in a safe and serviceable condition, as deemed reasonably necessary by the Administrator, the airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the Airport other than facilities owned or controlled by the United States. The Grantee will not permit any activity that would interfere with its use of the Property for public airport purposes. Nothing contained in this Deed, however, shall be

construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance, repair, restoration or replacement of any structure or facility that is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Grantee.

7. The Grantee will make available all facilities of the Airport and all those usable for the landing and taking off of aircraft of the United States at all times, without charge, for use by Government aircraft in common with other aircraft except that if the use by Government aircraft in common with other aircraft is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged.

Unless otherwise determined by the FAA, or otherwise agreed to by the Grantee and the United States, substantial use of the Airport by Government aircraft will be considered to exist

(a) when the operations of such aircraft exceed those that, in the opinion of the FAA, would unduly interfere with use of the landing area by other authorized aircraft, or

(b) during any calendar month that

(1) either five (5) or more Government aircraft are regularly based at the Airport , or

(2) the total number of movements (counting each landing as a movement and each take-off as a movement) of Government aircraft of any agency of the United States is 300 or more, or

(3) the gross accumulative weight of Government aircraft using the Airport (the total improvements of such Government aircraft multiplied by the gross certified weights of such Government aircraft) exceeds five million pounds.

8. During any national emergency declared by the President of the United States of America or by the Congress, including any existing national emergency, the United States shall have the right to make exclusive or nonexclusive use, and have exclusive or nonexclusive control and possession without charge, of the Airport, or of such portion as it may desire. In such event, however, the United States shall be responsible for the entire cost of maintaining such part of the Airport as it may use exclusively, or over which it may have exclusive possession or control, during the period of such use, possession, and control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance that may use nonexclusively, or over which it may have nonexclusive control and possession. Further, the United States shall pay a fair rent for its use, control, or

possession, exclusively or nonexclusively, of any improvement to the Airport made without United States aid and never owned by the United States.

9. Except for environmental clauses contained in this Deed, the Grantee does hereby release the Government from any and all liability the Government may be under for restoration or other damages under any lease or other agreement covering the use by the United States of any airport, or any part thereof, owned, controlled, or operated by the Grantee, upon which, adjacent to which, or in connection with which, such real estate was located or used.

10. The Grantee will make available, without cost, to the United States for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor, that the Administrator considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available within four months after receipt of a written request from the Administrator.

11. The Grantee will

(a) deliver to the FAA annual or special airport financial and operational reports that may be reasonably requested, using either forms given by the FAA, or in such manner as it elects, so long as the essential data are reported; and

(b) upon reasonable request of the FAA, make available for inspection by any duly authorized representative of the FAA, the Property and all airport records and documents affecting the Property, including deeds, leases, operation and use agreements, regulations, and other instruments, and will deliver to the FAA a true copy of any such document that may be reasonably requested.

12. The Grantee will not enter into any transaction that would operate to deprive it of any of the rights and powers necessary to perform or comply with any or all of the covenants terms, restrictions, reservations and conditions set forth in this Deed unless, by such transaction, the obligation to perform or comply with all such covenants and conditions is assumed by another public agency found by the FAA to be eligible as a public agency as defined in 49 U.S.C. § 47102 (15), to assume such obligation and have the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the Property by any agency or person other than the Grantee, it will reserve sufficient rights and authority to ensure that the Property will be operated and maintained in accordance with these terms, covenants, restrictions, reservations, and conditions, any applicable Federal statute, and the Federal Aviation Regulations.

13. The Grantee maintains at the Property and will keep up to date at all times an Airport Layout Plan on which is depicted, as a minimum:

(a) the boundaries of the Property and all proposed additions, together with the boundaries of all off-site areas owned or controlled by the Grantee for public airport purposes and proposed additions

(b) the location and nature of all existing and proposed facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing facilities; and

(c) the location of all existing and proposed non-aviation areas and of all existing improvements and their uses made.

The Airport Layout Plan and each amendment, revision, or modification, shall be subject to the approval of the FAA, which approval shall be evidenced by the signature of a duly authorized representative of the FAA on the face of the Airport Layout Map. The Grantee will not make or permit the making of any changes or alterations in the Property other than in conformity with the Airport Layout Plan as approved by the FAA, and which might in the opinion of the FAA, adversely affect the safety, utility, or efficiency of the Property.

14. If at any time it is determined by the FAA that there is any outstanding right, or claim of right, in or to the Property, the existence of which creates an undue risk of interference with the operation of the Property or the performance of compliance with covenants and conditions set forth in this Deed, the Grantee will acquire, extinguish, or modify such right or claim of right in a manner acceptable to the FAA.

15. The operation of the Airport shall be subject to such regulations as may be prescribed by the FAA from time to time, and the Grantee shall comply with all pertinent laws, ordinances, rules, orders, guidelines or other applicable regulations and shall hold the United States harmless from any and all liabilities or penalties that may be imposed by reason of any asserted violation by the Grantee. The Grantor may agree in writing, after obtaining the concurrence of the FAA, to waive, eliminate, or reduce the obligations contained in this Deed.

16. In the event that any of the terms, conditions, reservations, or restrictions in this Section XI. are not met, observed, or complied with by the Grantee, whether caused by the legal inability of the Grantee to perform any of the obligations in this Section XI, or otherwise, then all right, title, and interest, in and to the Property, or any portion thereof, shall, at the option of the Grantor, by and through the FAA, revert to the Grantor in its then existing condition sixty (60) days following the date upon which demand to this effect is made in writing by the Administrator, unless within such sixty (60) days, such default or violation shall have been cured and all such terms, conditions, reservations and restrictions shall have been met, observed, or complied with. However, if within sixty (60) days, the Grantee shall have commenced, and continuously pursued, the actions necessary to bring the Grantee into compliance with all such terms, conditions, covenants, reservations and restrictions in this Section XI of this Deed in accordance with a compliance schedule approved by FAA, such reversion

shall not occur, and right, title, or interest, except such, if any, as shall have previously terminated or reverted, shall remain vested in the Grantee. This option of reversion shall be a continuing one, and may be exercised by the United States any time the FAA determines that the terms, covenants, conditions, reservations, or restrictions are not met, observed or complied with by the Grantee. Any reversion will be subject to leases of record unless that lease is a cause for non-compliance with the terms of this Section XI.

17. The Grantee covenants and agrees that:

17.1. The program for, or in connection with, which this Deed is made will be conducted in compliance with all requirements imposed by the regulations of the U.S. Department of Transportation, the FAA, and 49 CFR Part. 21, and any subsequent amendments, issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended;

17.2. This covenant shall be subject in all respects to the provision of such regulations;

17.3. The Grantee will promptly take and continue to take such action that may be necessary to effectuate this covenant;

17.4. The United States, acting by and through the FAA, shall have the right to seek judicial enforcement of this covenant;

17.5. The Grantee will (a) obtain from any person (including any legal entity) who, through contractual or other arrangements with the Grantee, is authorized to provide services or benefits under such program, a written agreement pursuant to which such other person shall, with respect to the services or benefits that he/she is authorized to provide, undertake for himself/herself the same obligations as those imposed upon the Grantee by this covenant, and (b) deliver the original of such agreement to the FAA;

17.6. This covenant shall, in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of, the United States and enforceable by the United States, acting by and through the FAA, against the Grantee.

18. All local taxes on aviation fuel generated at the Airport (except taxes in effect on December 30, 1987) and all the revenues generated by the Property, shall be used exclusively for the capital or operating costs of the Airport; the local airport system, or any other local facility that is owned or operated by the Grantee and that is directly and substantially related to the air transportation of passengers or property. However, the limitations on the use of revenue shall not apply if a provision enacted not later than September 2, 1982, in a law controlling financing by the Grantee, or a covenant or assurance in a debt obligation issued not later than September 2, 1982,

by the Grantee, provides that the revenues, including local taxes on aviation fuel at the Airport, from any of the facilities of the Grantee, including the Airport, be used to support not only the Airport but also the general debt obligations or other facilities of the Grantee. The limitation, however, shall not be construed to prevent the use of a state tax on aviation fuel to support a state aviation program, or the use of revenue from on or off the Property for a noise mitigation program.

19. If the construction as covenants of any of the reservations and restrictions recited in this Section XI of this Deed as covenants, or the application of the same as covenants, in any particular instance is held invalid, then the particular reservations or restrictions in question shall be construed instead as conditions upon the breach of which the United States, acting by and through the FAA, may, exercise its option to cause the right, title, and interest of the Grantee in the Property, or any portion of it, to revert to the United States. The application of such reservations or restrictions as covenants in any other instance, and the construction of the remainder of such reservations and restrictions as covenants, shall not be affected by any such construction.

20. The failure of the United States to insist in any one or more instances upon complete performance of any of the terms, covenants, conditions, reservations, or restrictions in this Section XI of this Deed shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, conditions, reservations, or restrictions, and the obligations of the Grantee, with respect to such future performance shall continue in full force and effect.

XII. MISCELLANEOUS

Except for any personal covenant, each covenant of this Deed, including any that benefits a third party, shall inure to the benefit of the Grantor and such third party; shall be binding upon the Grantee; shall be deemed to touch and concern the land; and shall run with the land.

XIII. LIST OF EXHIBITS

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

Exhibit A - Legal Description and Map of Property
Exhibit B - Notice of Hazardous Substances Released
Exhibit C - Map of Boundary FPTA AOC, FT30

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

THE UNITED STATES OF AMERICA
by the Secretary of the Air Force

By: _____
ROBERT M. MOORE, SES, DAF
Director
Air Force Real Property Agency

Witness:

_____

STATE OF TEXAS)
)
COUNTY OF BEXAR)

This document was acknowledged before me this 30th day of September 2011 by Robert M. Moore, Director, Air Force Real Property Agency.

MELISA WALKER HOLLEY
MY COMMISSION EXPIRES
November 2, 2012

(seal)

_____
Notary Public, State of Texas

My Commission Expires: Nov 2, 2012

RECEIVED
2011 SEP 30 PM 3:29
CITY CLERK'S OFFICE
ROME, NY

RECEIVED
SEP 30 2011
Rome Assessor's Office

Former Griffiss AFB, NY

Quitclaim Deed
Parcels A3,A7 (26.345 ac)

ACCEPTANCE

The Grantee hereby accepts this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE: Sept. 29, 2011

COUNTY OF ONEIDA

BY: _____

Attest:

_____

STATE OF NEW YORK)
)
COUNTY OF ONEIDA)

This document was acknowledged before me on the 29th day of Sept. 2011, by Gerald J. Fiorini, Chairman of the Oneida County Board of Legislators

_____
Notary Public, State of NEW YORK

seal

My Commission Expires: 11/20/2013

LINDA M. H. DILLON
Notary Public State of New York
Appointed in Oneida County
My Commission Expires Nov. 20, 2013
Reg. No. 02DI4959026

EXHIBIT A
LEGAL Description

ALL THAT TRACTS, PIECES OR PARCELS OF LAND situate in the City of Rome, and Town of Floyd, County of Oneida and State of New York designated as Parcel A3 and Parcel A7 on a map (consisting of 3 sheets) entitled "Property Map Showing Lands To Be Conveyed By Public Benefit Conveyance to The County of Oneida, City of Rome, Town of Floyd, County of Oneida, State of New York"; made by Michael P. Waters, P.L.S. No. 50027, dated April 30, 2004, and filed in the Oneida County Clerk's Office on June 18, 2004, which said tract, piece or parcel of land is more particularly bounded and described as follows:

Parcel A3

Beginning at a point in Parcel A1A described on the above-referenced map; said point being North 04° 13' 44" West 4,110.08 feet from a capped iron rod found stamped "AFRL-12" located on the west side of Hill Road;

thence through Parcel A1 described on the above-referenced map the following four (4) courses and distances;

1. North 46° 45' 01" West, 936.26 feet to a point;
2. North 43° 14' 59" East, 1,224.92 feet to a point;
3. South 46° 45' 01" East, 936.26 feet to a point;
4. South 43° 14' 59" West, 1,224.92 feet to the place of beginning, being 1,146,844.8± square feet or 26.238 acres, more or less.

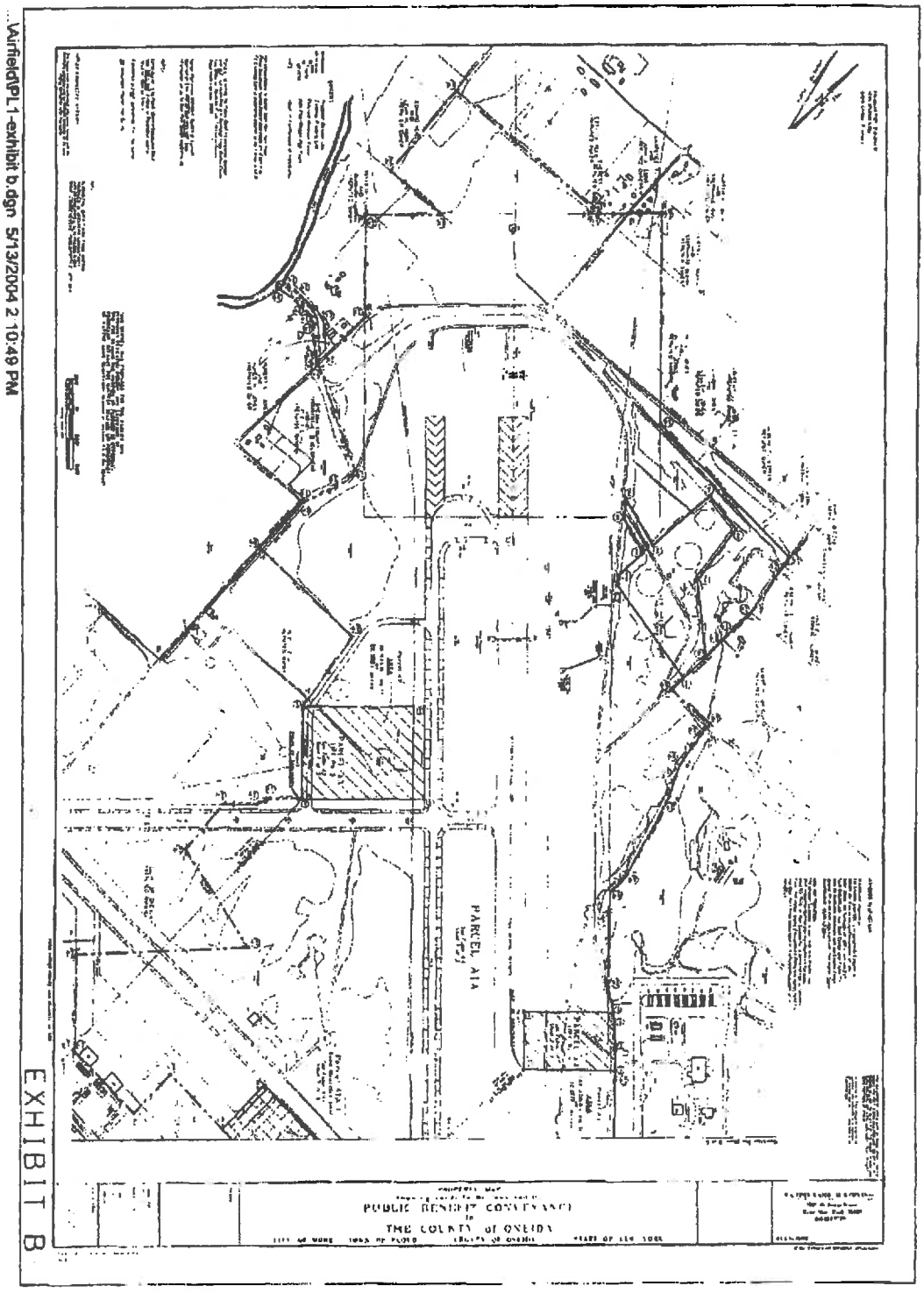
Parcel A7

Beginning at a point in Parcel A1A described on the above-referenced map; said point being North 45° 28' 09" East 504.05 feet from a capped iron rod found stamped "AFRL-31" located on the proposed northerly street boundary of Hangar Road;

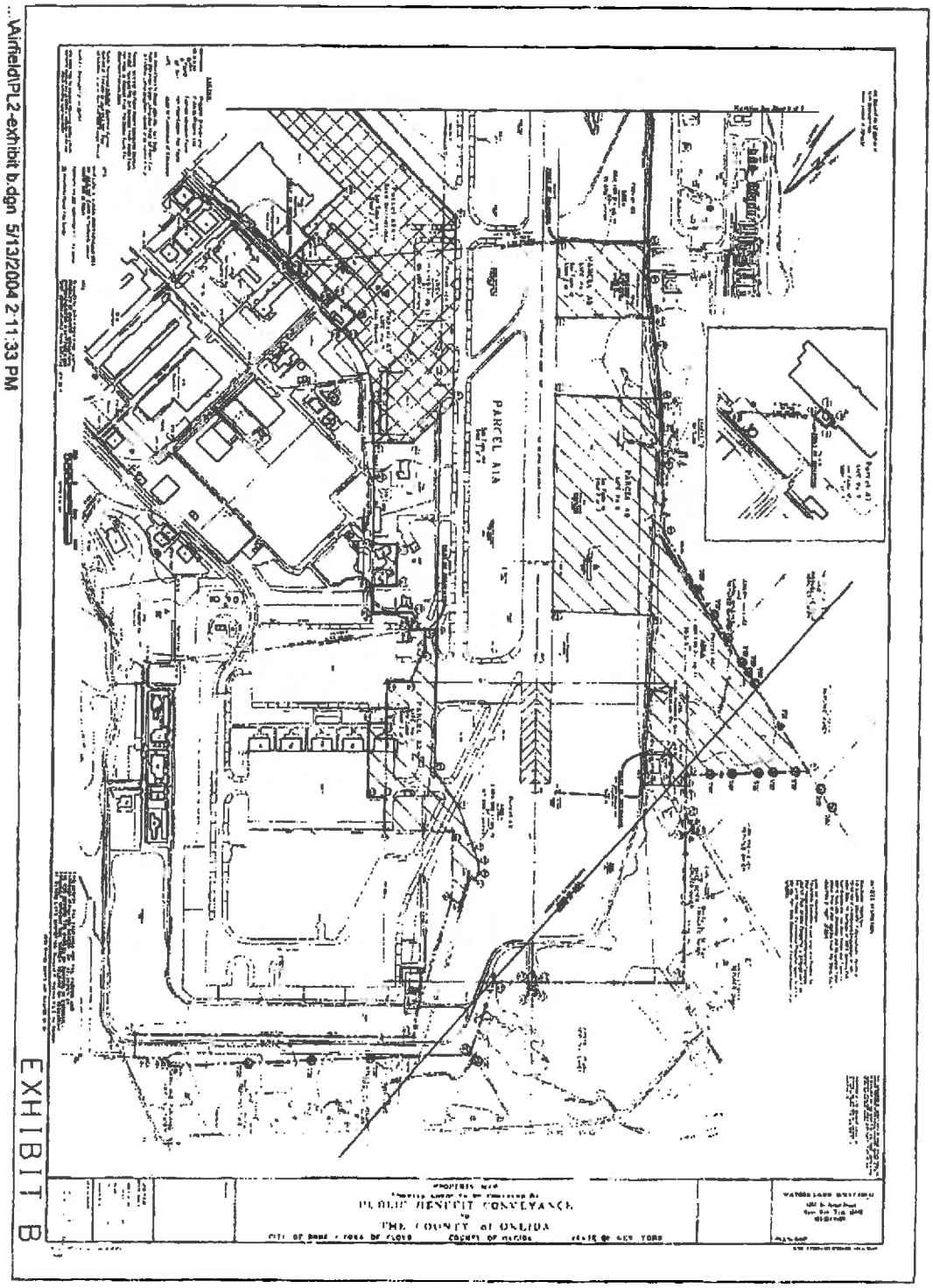
thence through Parcel A1A described on the above-referenced map the following four (4) courses and distances;

1. North 01° 37' 56" West, 55.00 feet to a point;
2. North 88° 02' 29" East, 85.00 feet to a point;
3. South 56° 37' 56" East, 55.00 feet to a point;
4. South 88° 02' 29" West, 85.00 feet to the place of beginning being, being 4,674.9 ± square feet or 0.107 acre, more or less.

This map was filed in the Oneida County Clerk's Office on June 18, 2004.



This map was filed in the Oneida County Clerk's Office on June 18, 2004.



This map was filed in the Oneida County Clerk's Office on June 18, 2004.

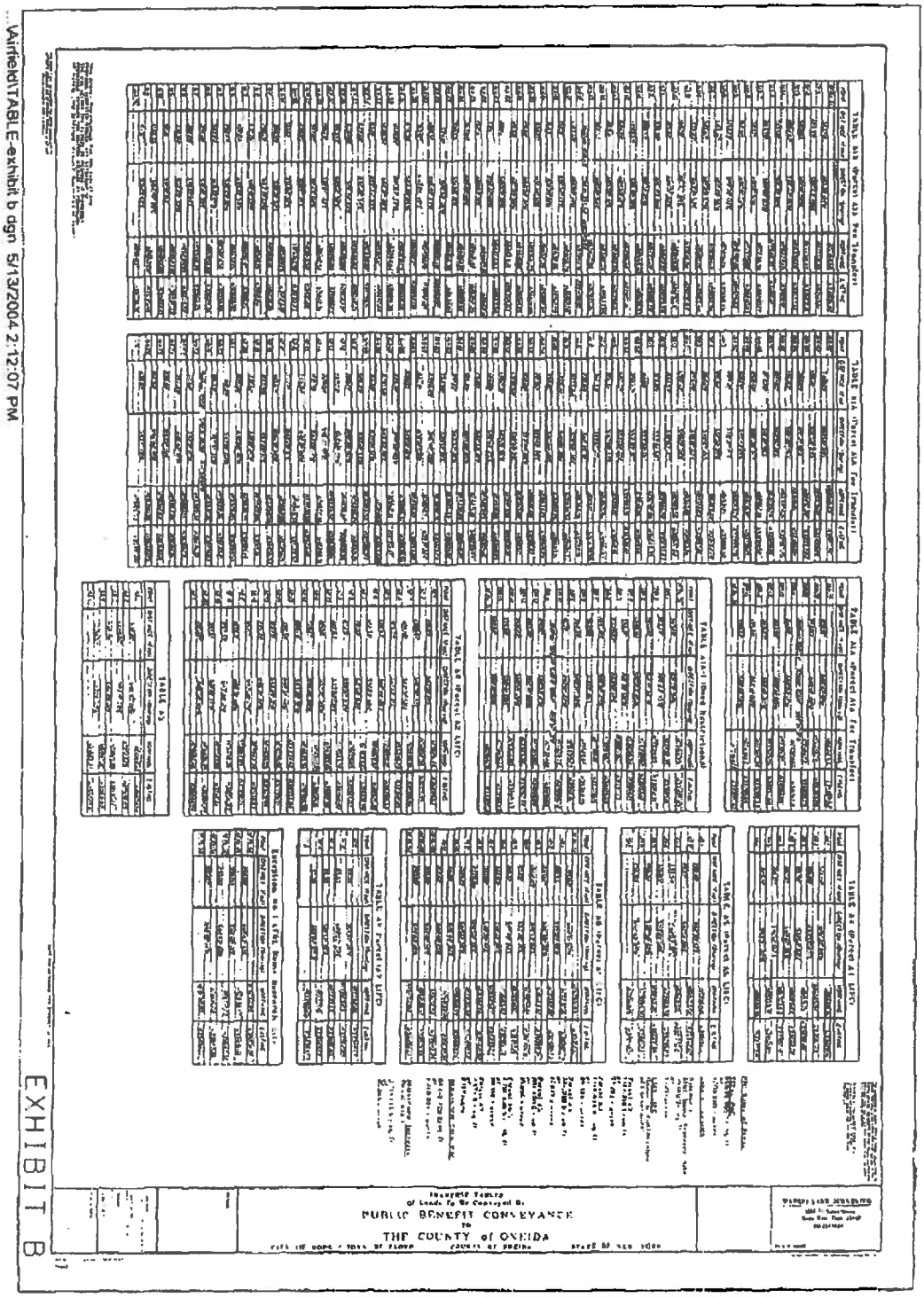


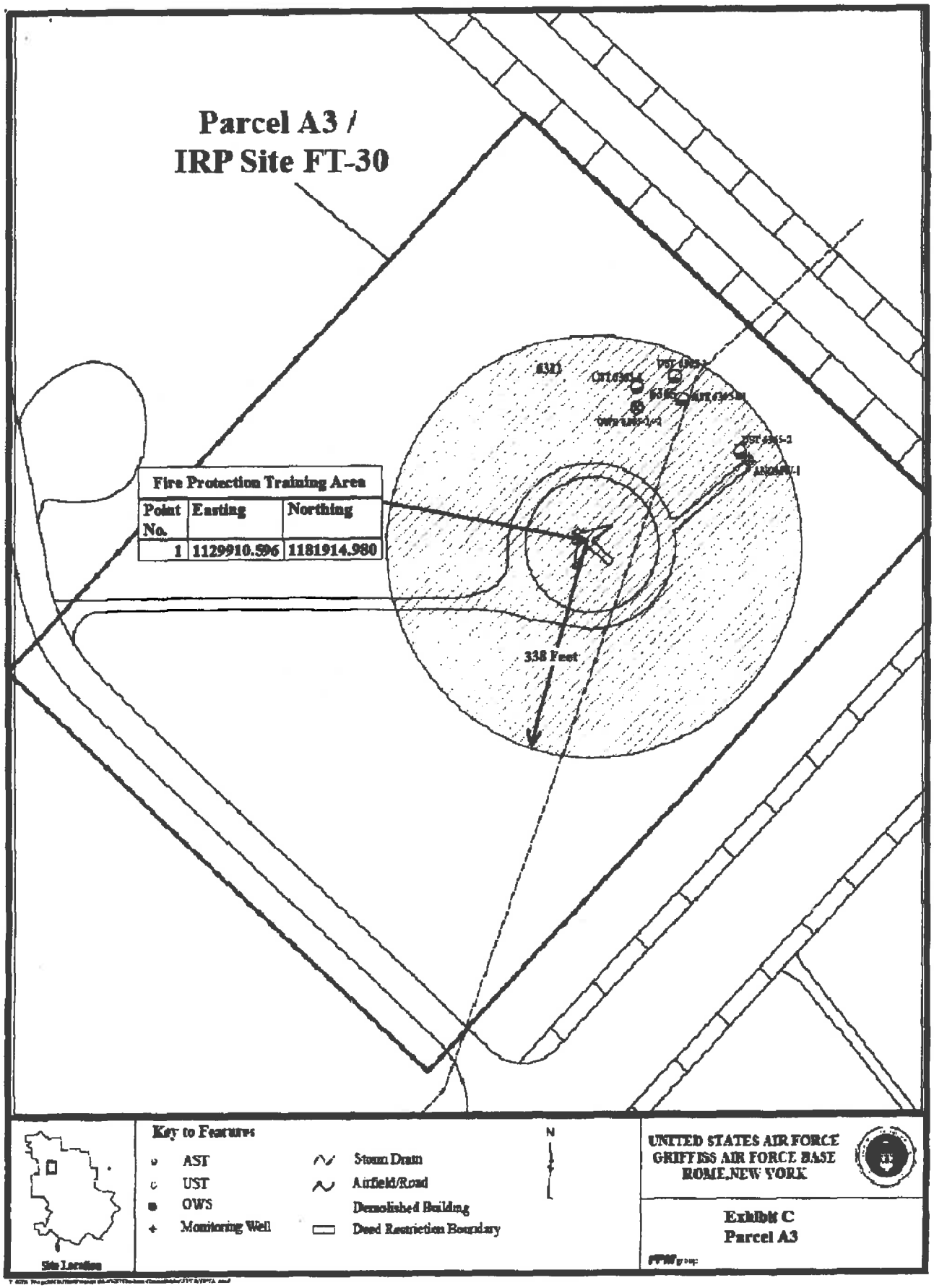
EXHIBIT B
Former Griffiss AFB

NOTICE OF HAZARDOUS SUBSTANCES RELEASED/DISPOSED

The table below provides information from the Basewide EBS and its Supplement and shall serve as a notice of hazardous substances that are known to have been released/disposed of on the property on the former Griffiss Air Force Base, and the dates the release took place. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. § 9620(h).

The Drywell 100 remediation was completed in April 2005. The former drywell, located inside the generator room of Building 100, consisted of a perforated 55-gallon drum installed directly under the floor slab between two active generators. In July 2000, the 55-gallon drum and visually contaminated soil were removed. Further excavation was not undertaken at that time due to the proximity of the two generators to the Drywell 100 excavation area. Remediation recommenced in February 2005 and was completed in April 2005. The remediation included generator relocation, soil excavation, confirmation sampling and analysis, clean soil backfilling, building restoration, and waste disposal. Analysis of the confirmatory soil samples, collected following excavation, confirmed that remediation was successful.
The quantity of the releases are unknown, therefore, the substances listed are based on environmental sampling data. The dates of the releases are also unknown.

Substance	CAS Registry Number	Hazardous Waste ID Number (if applicable)
VOCs		
Ethylbenzene	100–41–4	none
Xylenes	1330–20– 7	U239
SVOCs		
1,2,4-trichlorobenzene	120–82–1	none
Benzo[a]anthracene	56–55–3	U018
Benzo[a]pyrene	50–32–8	U022
Benzo(b)fluoranthene	205–99–2	none
Chrysene	218–01–9	U050
PCBs		
PBC Aroclor-1254	11097–69–1	none
Metals		
Arsenic	7440–38–2	none
Cadmium	7440–43– 9	none
Lead	7439–92– 1	none
Mercury-solid	7439–97– 6	U151
Selenium	7782–49–2	none
Zinc	7440–66– 6	none


Parcel A3 /
IRP Site FT-30
Fire Protection Training Area
Point No. | Easting | Northing
1 | 1129910.596 | 1181914.980
338 Feet
Key to Features
AST
UST
OWS
Monitoring Well
Storm Drain
Airfield/Road
Demolished Building
Deed Restriction Boundary
N
Site Location
UNITED STATES AIR FORCE
GRIFFISS AIR FORCE BASE
ROME, NEW YORK
Exhibit C
Parcel A3

AFRPA - GRIFFISS

PARCELS A3 and A7

FINDING OF SUITABILITY TO TRANSFER (FOST)

Final

August 2011

FINDING OF SUITABILITY TO TRANSFER (FOST)
PARCELS A3 and A7
FORMER GRIFFISS AIR FORCE BASE (AFB), NEW YORK

1. PURPOSE

1.1 The purpose of this FOST is to identify environmental factors associated with certain property at the former Griffiss AFB, NY, and to determine whether the proposed transfer of such property is consistent with the protection of human health and the environment. The Property, which includes the former Fire Protection Training Area (FPTA) and surrounding areas and the Building 100 Generator Room, is described in Section 2 below and will be transferred by deed to the County of Oneida. The County of Oneida has requested conveyance of property pursuant to the Defense Base Closure and Realignment Act of 1990, Pub. L. No. 101-510 and Section 2903 of Pub. L. No. 103-160 (10 U.S.C. § 2687 note). The intended use is for the Griffiss International Airport and/or related services and low intensity open space.

1.2 This FOST is a result of an analysis of information contained in the following documents:

(1) Final Environmental Impact Statement (FEIS) for the Disposal and Reuse of Griffiss Air Force Base, New York, November 1995;
(2) Final Supplemental Environmental Impact Statement (FSEIS) for the Disposal and Reuse of Airfield at Griffiss Air Force Base, New York, September 1999;
(3) Supplemental Record of Decision (SROD) for Disposal and Reuse of former Griffiss Air Force Base Airfield, September 2003;
(4) Basewide Environmental Baseline Survey (EBS) for Griffiss Air Force Base, New York, September 1994;
(5) Basewide Environmental Baseline Survey Update, November 2005;
(6) Draft Final Remedial Investigations (RI) Report dated December 1996;
(7) Griffiss Area of Interest (AOI) Reports dated November 1996 (Group I), May 1997 (Group II and III), July 1998 (Expanded Site Investigation), November 2000 (Year 2000 ESI) and June 2003 (Year 2002 ESI);
(8) Unexploded Ordnance Archives Search Report - Recommendations and Findings, dated November 1997;
(9) Final BRAC Removal Actions (UXO) Report, dated October 30, 1998;
(10) 1993 Inventory of Rare Plant Species and Significant Natural Communities at Griffiss AFB, dated January 25, 1994;
(11) Phase II Archaeological Investigations of twenty (20) Sites at Griffiss AFB, dated April 1997;
(12) Final Removal Action Report for Drywell and Miscellaneous Sites, dated June 2001;
(13) Final Basewide 5-Year Review for the Former Griffiss AFB, June 2005;
(14) Monitoring Report, On-Base Groundwater AOCs, August 2007;
(15) Interim Remedial Action Report for the Fire Protection Training Area, July 2003;
(16) Final Focused Feasibility Study for Drywell 100, July, 2002;
(17) Remedial Action Report for Building 100 Drywell, December 2005;
(18) Final Proposed Plan Fire Protection Training Area FT-30, June 2009
(19) Final Basewide 5-Year Review for the Former Griffiss AFB, April 2010;

(20) Final Record of Decision Fire Protection Training Area, September 2010
(21) Supplemental Environmental Baseline Survey for Parcels A3 and A7, March 2011
(22) Visual Site Inspections (VSIs) conducted in September 2010 and August 2011.

2. PROPERTY DESCRIPTION

Parcels A3 and A7 ("the Property"), depicted on the property map (Exhibit 1), consists of approximately 26.03 acres located in the north-western and central portions of the former Griffiss AFB. The Property includes the former FPTA and the Building 100 Generator Room.

3. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE

The environmental impacts of this transfer have been adequately analyzed and disclosed in compliance with NEPA. These impacts are analyzed in the Final Environmental Impact Statement (FEIS) for the Disposal and Reuse of Griffiss Air Force Base, New York dated November 1995 and in the Final Supplemental Environmental Impact Statement (FSEIS) for the Disposal and Reuse of Airfield at Griffiss Air Force Base, New York dated September 1999. Based on these analyses, the environmental impacts of proceeding with the transfer are not sufficiently adverse to human health and the environment to out-weigh the other advantages to the community and the public interest of this transfer and to prevent the transfer of the Property.

4. ENVIRONMENTAL CONDITION OF THE PROPERTY

Based on a review of the Basewide EBS, the 2011 SEBS, and VSI of the Property, the Property is considered Department of Defense (DoD) Environmental Condition Category 2 and Category 4. Category 2 areas are those areas where only release or disposal of petroleum products has occurred and Category 4 areas are those where the release, disposal , and /or migration of hazardous substances has occurred, and all removal or remedial actions to protect human health and the environment have been taken.

The Property's condition has changed from the condition identified in the original Basewide EBS as Category 5, areas where release, disposal, and/or migration of hazardous substances has occurred and removal or remedial actions are underway, but all required actions have not yet been implemented, and Category 7, areas that are not evaluated or that require additional evaluation.

The remediation of FT-30, Fire Protection Training Area and Drywell 100 has been accomplished.

The United States Environmental Protection Agency (USEPA) has concurred that all removal or remedial actions to protect human health and the environment have been taken.

5. DEED RESTRICTIONS AND NOTIFICATIONS

The environmental documents listed in Section 1.2 were evaluated to identify environmental factors listed in Exhibit 2 that may warrant constraints on certain activities in order to minimize

or eliminate risks to human health or the environment. Such constraints typically are embodied as permanent restrictions in the deed or as a specific notification to the transferee. The factors to be considered in determining deed restrictions or specific notifications as required are identified in Exhibit 3 and are discussed below.

The Air Force has determined that the remaining factors listed in Exhibit 3 do not pose an unacceptable threat to human health or the environment, consistent with governing regulatory processes, and, therefore, do not require deed restrictions or notifications to the Transferee and thus are not discussed below.

5.1 Hazardous Substances Notification

Consistent with the provisions of CERCLA § 120(h)(3), which requires that whenever federal property on which hazardous substances were stored for one (1) year or more, released or disposed of is conveyed by deed, each deed entered into for the conveyance of such property will include a notice of the type and quantity of such hazardous substances and of the time at which such storage, release or disposal took place. This notice requirement was codified at 40 CFR Part 373 which provides that the notice requirement applies only when hazardous substances are or have been stored for one (1) year or more in quantities greater than or equal to: (1) 1,000 kilograms or the hazardous substances CERCLA reportable quantity as described in 40 CFR Part 302.4, whichever is greater (40 CFR Part 373.2(b)); or (2) 1 kilogram if the substance is an acutely hazardous substance found in 40 CFR Part 261.30 (40 CFR Part 373.2(b)). Additionally, this regulation also provides that the notice required for the known release of hazardous substances applies only when the hazardous substances are or have been released in quantities greater than or equal to the substance's CERCLA reportable quantity found in 40 CFR Part 302.4.

No hazardous substances in quantities exceeding 1,000 kilograms or the hazardous substances reportable quantity found at 40 CFR Part 302.4 (whichever was greater) were stored for a period of one (1) year or more. However, as noted in Section 5.2, hazardous substance releases to the soil and/or groundwater are known to have occurred within the boundaries of Parcel A7. Documentation associated with this release could not be found, the date and quantity of release are unknown, and is it not known whether the releases were in quantities greater than or equal to the substance's CERCLA reportable quantity found at 40 CFR Part 302.4. Since a release occurred, consistent with CERCLA requirement for notification of hazardous substance releases, a Notice of Hazardous Substance Release, to the extent such information is available, is provided in Exhibit 7)

5.2 Environmental Restoration Program: Installation Restoration Program (IRP) sites, Environmental Compliance-Closure Related (EC-CR) sites, and Areas of Concern (AOC)

The Air Force, USEPA, and New York State Department of Environmental Conservation (NYSDEC) entered into a Federal Facility Agreement (FFA) effective August 21, 1990, under Section 120 of CERCLA.

There are areas located within the boundaries of the Parcel A7 Property where release, disposal, and/or migration of hazardous substances have occurred, and all removal or remedial actions to protect human health and the environment in accordance with CERCLA §120(h)(3) have been taken.

Pursuant to CERCLA Section 120(h)(3)(A)(ii) the USAF will include a covenant in the deed warranting that all remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to Section 120(h)(3)(A)(i)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 remaining on the Property has been taken before the date of this Deed. In addition, the USAF will include in the deed a covenant warranting that any additional remedial action found to be necessary after the date of this Deed shall be conducted by the United States. The warranty set is limited to response actions found to be necessary to protect human health and the environment from conditions existing at the time of the deed. 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 that either (1) introduces new or additional contamination, (2) results from a breach of any environmental restriction set forth in this deed, or (3) increases the cost of the required response action by improperly managing any contamination or contaminated soil or water existing on the Property on the date of the Deed from the United States.

The deed will also reserve a right of access as required by CERCLA 120(h)(3)(A)(iii) to allow continued access for the Air Force (or its designated contractor) and regulatory agencies to monitor the effectiveness of cleanup actions, monitor and enforce the environmental use restrictive covenants, and/or take additional remedial or removal actions.

The determination that all remedial action necessary has been taken to protect human health and the environment is as described below.

5.2.1 FT-30, FPTA, located in Parcel A3, began operation in 1960. From 1960 to 1986, fire training activities were conducted on bare soils. Approximately 497 cubic yards of contaminated soils were excavated from the site in 1985. In 1986, a concrete basin was constructed for the fire training activities. In 1994, several soil samples were collected throughout the site from soil borings. Results indicated, four SVOC detections, 10 metals detections, and a cyanide detection. In 1995, two NYSDEC Spill numbers were assigned to the FPTA, these include, number 9510184 and number 9510187. NYSDEC Spill number 9510184 is associated with the historical petroleum contamination at the entire FPTA site, and number 9510187 is associated with a petroleum release at UST-6365-02. Soil excavation was performed in 1996 removing 2,000 cubic yards of contaminated soils. In 1998 and 1999, the concrete basin was removed, Building 6365 was demolished, and contaminated soils were excavated. Soil samples were collected during the excavation in 2001. Results indicated VOCs and SVOCs were detected; however, concentrations were below Spill Technology and Remediation Series (STARS) Guidance Levels. Petroleum contaminated soils removed from the site were transported to the Apron 1 landfarm and are underwent bioremediation. Groundwater sampling was conducted at the site in 1994, 1997, 1998, 1999, 2003, 2004, 2005, 2006, and 2007. The latest groundwater data shows no VOC or SVOC contamination above NYS Groundwater Standards. The open NYSDEC Spill numbers associated with the FPTA will be closed under the NYSDEC Spills Program. Closure

of NYSDEC Spill number 9510184 is pending regulatory review, and closure of NYSDEC Spill number 9510187 is pending the completion report submission for the treatment of excavated soil via bioremediation.

Although all known contamination sources have been removed from the FPTA AOC, the Air Force evaluated the potential for Soil Vapor Intrusion (SVI). The evaluation identified that no structures that are occupied are present within the FPTA AOC. In addition, the FPTA AOC is located within the boundary of the operational County Airport, and the Federal Aviation Administration regulations prohibit construction within the operational airport boundaries. Based on the absence of structures that can be occupied within the FPTA AOC boundaries and regulatory prohibitions related to construction within the operational airport boundaries, SVI sampling was not performed at this time.

The Fire Protection Training Area Record of Decision (ROD) was signed on September 22, 2010 by the Air Force and on September 28, 2010 by the USEPA with concurrence from the NYSDEC. The ROD requires a land use control to be implemented requiring future property owners to perform a SVI evaluation prior or mitigation during construction of a new facility within the FT-30 IRP Site boundary should the Airfield close. Any such mitigation or evaluation will be coordinated with the EPA and NYSDEC. The need for the SVI Land Use Control (LUC) will be evaluated as part of the 5-Year Review process.

The Air Force has evaluated the risks associated with this site and has determined that this Property can be used as long as the required restrictions are included in the proposed Deed, as identified below for Parcel A3, without posing unacceptable risk to human health or the environment, and without interference with the environmental restoration process. The boundaries of the restricted areas are illustrated in Exhibit 1. The restriction is:

The ROD requires a land use control to be implemented requiring future property owners to perform a SVI evaluation prior to or mitigation during construction of a new facility within the FT-30 IRP Site boundary should the Airfield close. Any such mitigation or evaluation will be coordinated with the USEPA and NYSDEC.

5.2.2 Underground and Aboveground Tanks (USTs & ASTs)

USTs and one AST were formerly located on the property. The Air Force has taken necessary steps, to include sampling where appropriate, to close all the USTs and ASTs. Table 5.2.2 summarizes the storage tanks that existed on the Property and includes tank number, contents, capacity, location, release/spill numbers, tank status, and removal dates, as applicable.

Table 5.2.2
Storage Tanks

Tank Number/ Contents	Tank Capacity (gallons)	Location	Releases/ Spill Number /Status	Tank Status/Removal Project Number	Tank Closure Date
UST-6365-01 JP-4/JP-8 (A3)	10,000	East of FPTA	None	Removed 1994/ 920077	1994
UST-6365-02 JP-4/JP-8 (A3)	6,000	West of FPTA	3,000 gallons/ NYSDEC Spill number 9510187/ Open – Landfarming*	Removed 1997/ Air National Guard	1997
UST-6365-03 JP-4/JP-8 (A3)	6,000	West of FPTA	None	Removed 1994/ 920076	1994
AST-6365-01 Waste JP-8 (A3)	6,000	West of FPTA	None	Removed 1999/ 996020	1999

*Note: The remedial objectives of the site have been achieved and closure of NYSDEC spill number 9510187 is pending the completion of the treatment of the excavated soil via bioremediation (Landfarming).

5.2.3 Oil/Water Separators (OWS)

OWSs were formerly located on the Property. Table 5.2.3 lists the OWS numbers, location, releases, and OWS status/closure.

Table 5.2.3
Oil/Water Separators

OWS Number	Location	Releases/Spill Number/Status	OWS Status/Removal Project Number	OWS Closure Date
OWS-6365-01 (A3)	North of the FPTA (6,000 gal)	Overflow/ NYSDEC Spill #9510184/ Open	Removed 1993 920076	1993/ IRP Site FT-30
OWS-6365-02 (A3)	North of the FPTA (6,000 gal)	None	Removed 1999/ 996020	OPEN/ IRP Site FT-30

Note: Closure of NYSDEC spill number 9510184 has been requested by the Air Force based on the interim remediation and groundwater monitoring at the site.

5.2.4 Drywell(s)

Parcel A7 had one Drywell. Drywell 100 was located inside the generator room on the south side of Building 100. The former drywell consisted of a perforated 55-gallon drum, which was installed directly under the floor slab of the generator room between two active generators used for emergency lighting and power generation. Waste oil, generated from changing the PCB-contaminated dielectric oils in the electrical switches, was disposed in the floor drain connected to the Drywell.

As part of a site investigation conducted in 1998, one groundwater sample was collected from temporary well D100-SSO1GW and analyzed for VOCs, SVOCs, PCBs, and TRPH. No VOCs or PCBs were detected in this sample. Three SVOCs were detected at concentrations below the NYSDEC Class GA groundwater standards. One groundwater sample was also collected from permanent well 100-MW-0l. No VOCs or SVOCs were detected above groundwater standards and previous quarterly sampling at this well in 1992-1993, yielded no VOCs, SVOCs, or PCBs above groundwater standards. In July 2000, the 55-gallon drum and visually contaminated soil were removed. Further excavation was not undertaken at that time due to the proximity of the two generators on either side of the Drywell 100 area. In February through April 2005, work at Drywell 100 included generator relocation, soil excavation, confirmation sampling and analysis, backfilling with clean soil, building restoration, and waste disposal. Confirmatory soil samples were collected following excavation and analyzed for PCBs, VOCs, SVOCs, and metals. Four sidewall samples and four bottom samples were collected. The analytical results confirmed that the PCB cleanup goal of less than 10 ppm was achieved, and the VOCs, SVOCs, and metals were below the NYSDEC Technical and Administrative Guidance Memorandum (TAGM) 4046 standards. In addition, a concrete chip sample collected from the concrete removed from the generator foundation was determined to be non-detect for PCBs. The NYSDEC, USEPA, and Air Force agreed that the project goals had been met and the site was restored. There are no land use controls associated with this site.

5.3 Military Munitions: Unexploded Ordnance (UXO), Discarded Military Munitions (DMM), Waste Military Munitions (WMM), Explosive Soils, Explosive Debris, and/or Munitions Constituents

The risk associated with the possible presence of unexploded ordnance remaining on the Property 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.

There were eleven (11) former munitions related sites at Griffiss AFB that were identified for further investigation. None of the eleven (11) munitions related sites were identified on the Property.

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.

Notice will be provided in the Deed that in performing any ground-disturbing activities on the Property, the transferee will use its best efforts to identify ordnance or ordnance-related material, and, upon discovery of any such ordnance or ordnance-related materials, the transferee will immediately cease work and notify the Air Force.

5.4 Asbestos-Containing Material (ACM)

The Property, Building 100, contains asbestos-containing materials.

ACM in Structures or Buildings: During an inspection in 1990 of Building 100, ACM was positively identified. The transferee will be advised through the Deed of the presence of the ACM. The asbestos observed during the September 2010 and August 2011 VSIs generally appeared in good condition. The Deed will require the transferee to remove or remediate any ACM that becomes damaged or deteriorated. No damaged or deteriorated ACM was noted during the September 2010 or August 2011 VSIs.

ACM in Utility Pipelines: No CERCLA remedial action for ACM in below ground utility pipelines is required. ACM, such as transite pipes or pipes wrapped with asbestos insulation, may be found in (or on) utility pipelines located on the Property. ACM associated with utility pipelines below ground does not pose a threat to human health or environment as long as it is not disturbed, or, if it is disturbed, proper care is taken to manage and dispose of it. Utility pipelines below the ground have not been inspected. The recipients and subsequent transferees will be given notice of the possibility of ACM in utility pipelines through a notice in the Deed. The Deed will provide notice to the property recipients that the Air Force will not be responsible for the ACM in utility pipelines.

ACM in Demolition Debris: ACM, which was commonly used in building materials, may be located at building demolition locations. Based upon an inspection of the Property and a review of the environmental baseline survey reports, no such locations are specifically known to be present on the former Griffiss AFB. No CERCLA remedial action is required at this time. However, it is possible that there are undiscovered locations where demolition debris may be found by the property recipient or subsequent transferees during ground disturbance activities. The property recipient or subsequent transferees will be cautioned by notice in the Deed to exercise care during ground disturbing activities. The transferee will be required to notify the Air Force promptly of any demolition debris containing friable asbestos and believed to be associated with Air Force activities. The property recipient or subsequent transferees will be required to allow the Air Force a reasonable opportunity to investigate and, if a CERCLA response action is necessary, to accomplish it.

General: The deed will contain a provision stating that the property recipient and subsequent transferees, in their use and occupancy of the property, will be responsible for complying with all applicable Federal, state, and local laws relating to asbestos. The deed will also state that the Air Force will be responsible for conducting any CERCLA remedial action found to be necessary for hazardous substances released or disposed of on the property prior to the date of the deed, so long as the property recipient is not a potentially responsible party under CERCLA for the release or disposal. The above response assurance by the Air Force does not mean the Air Force will perform or fund any remediation to accommodate a change in land use desired by the property recipient that is inconsistent with use restrictions or covenants contained in the deed or other related property transaction documents.

5.5 Lead-Base Paint (LBP) – Facilities other than Target Housing & Residential Property

LBP and/or LBP hazards might be present in facilities other than target housing and residential property on the property if the facilities were built prior to 1978. The Transferee will be notified through the supporting SEBS, of the possible presence of LBP and/or LBP hazards in these facilities. Notice was provided to the Transferee in the contract for sale that the Transferee would be responsible for managing all LBP and potential LBP in compliance with all applicable laws and regulations. The transferee will restrict construction, alteration, or modification (to include paint stripping or sanding) without prior testing of the paint prior to the initiation of the activity.

5.6 Lead-Based Paint and Lead-Based Paint Containing Materials and Debris (collectively "LBP")

Lead-based paint was commonly used prior to 1978 and may be located on the Property. The Transferee is advised to exercise caution during any use of the Property that may result in exposure to LBP. Appropriate notification and transferees responsibilities, consistent with AFRPA policy, will be provided in the deed relative to this fact of common use of LBP prior to 1978.

6.0 REGULATOR COORDINATION

The NYSDEC and the USEPA were notified on April 6, 2011, of the initiation of the Supplemental Environmental Baseline Survey (SEBS) and FOST. Consolidated draft documents were provided on April 12, 2011 for formal review and comment. Regulator comments were received from the USEPA on July 15, 2011 and from the NYSDEC on July 5, 2011. A draft final FOST was provided for final coordination on July 25, 2011. USEPA, in letter dated August 2, 2011, provided final regulatory concurrence (Exhibit 5).

7.0 PUBLIC NOTICE

Public notice, as required by the FOST process, was provided on April 21, 2011 (a copy of notice is included in Exhibit 4).

8.0 FINDING OF SUITABILITY TO TRANSFER

The proposal to transfer this Property has been adequately assessed and evaluated for: (a) the presence of hazardous substances and contamination on the Property, (b) environmental impacts anticipated from the intended use of the Property, (c) the adequacy of use restrictions and notifications to ensure that the intended use is consistent with protection of human health and the environment, and (d) adequate notice of disclosures, including those required by CERCLA 120(h). The anticipated future use of this property does not present a current or future risk to human health or the environment, subject to inclusion and compliance with the appropriate restrictions on use and disclosures as addressed above. The Property, therefore, is suitable for transfer.

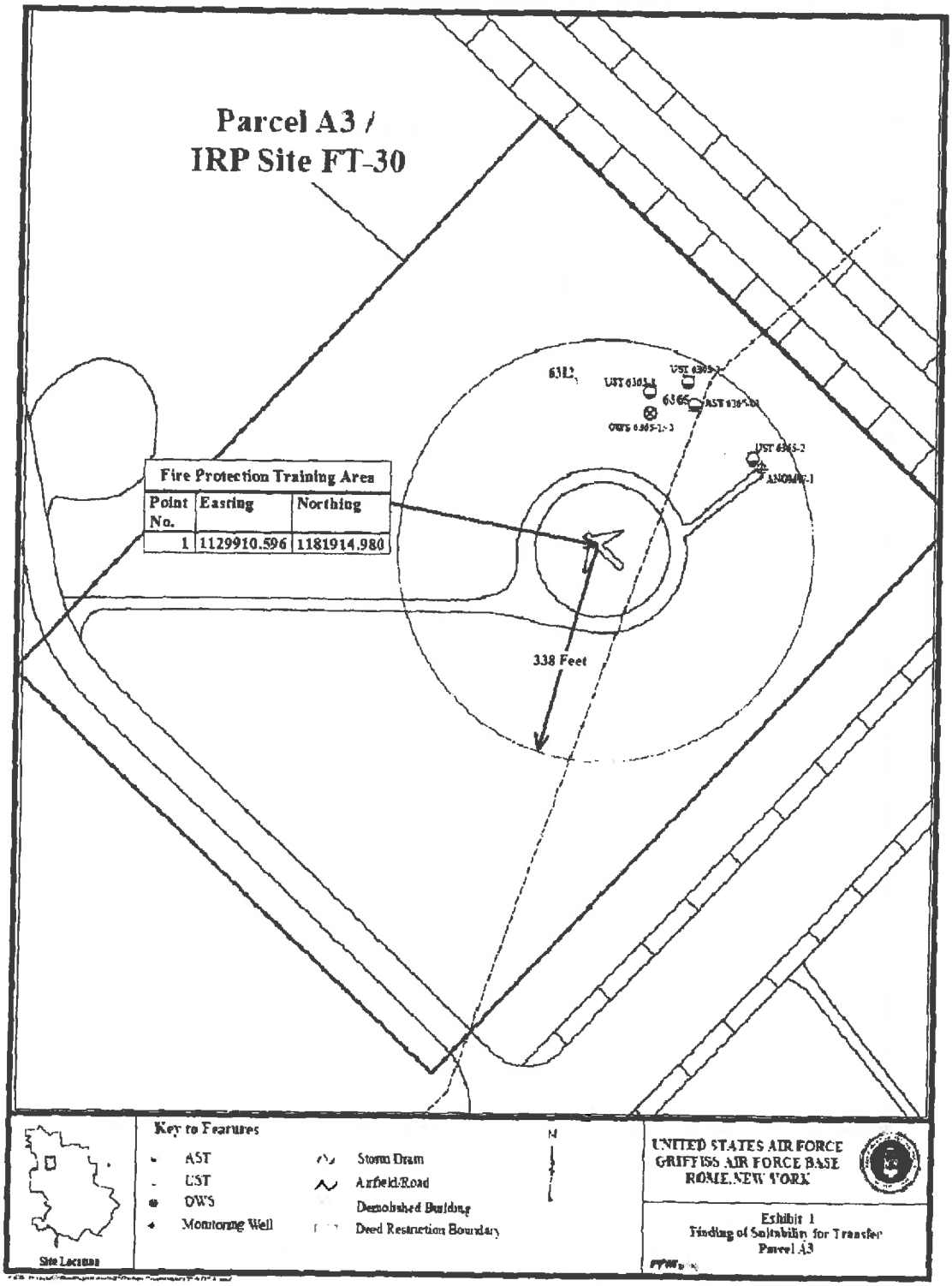
26 September 2011
Date

ROBERT M. MOORE
Director, SES
Air Force Real Property Agency

Exhibits:
1. Property Maps
2. Environmental Factors Considered
3. Notice of Hazardous Substances Released/Disposed
4. Public Notice
5. Regulator Concurrence
6. Supplemental Environmental Baseline Survey

Exhibit 1

Former Griffiss AFB
FINDING OF SUITABILITY TO TRANSFER (FOST)
PARCELS A3 and A7
PROPERTY MAP


Parcel A3 /
IRP Site FT-30
Fire Protection Training Area
Point No.
Easting
Northing
1
1129910.596
1181914.980
338 Feet
6312
6365
Key to Features
AST
UST
OWS
Monitoring Well
Storm Drain
Airfield/Road
Demolished Building
Deed Restriction Boundary
N
Site Location
UNITED STATES AIR FORCE
GRIFFISS AIR FORCE BASE
ROME, NEW YORK
Exhibit 1
Finding of Suitability for Transfer
Parcel A3

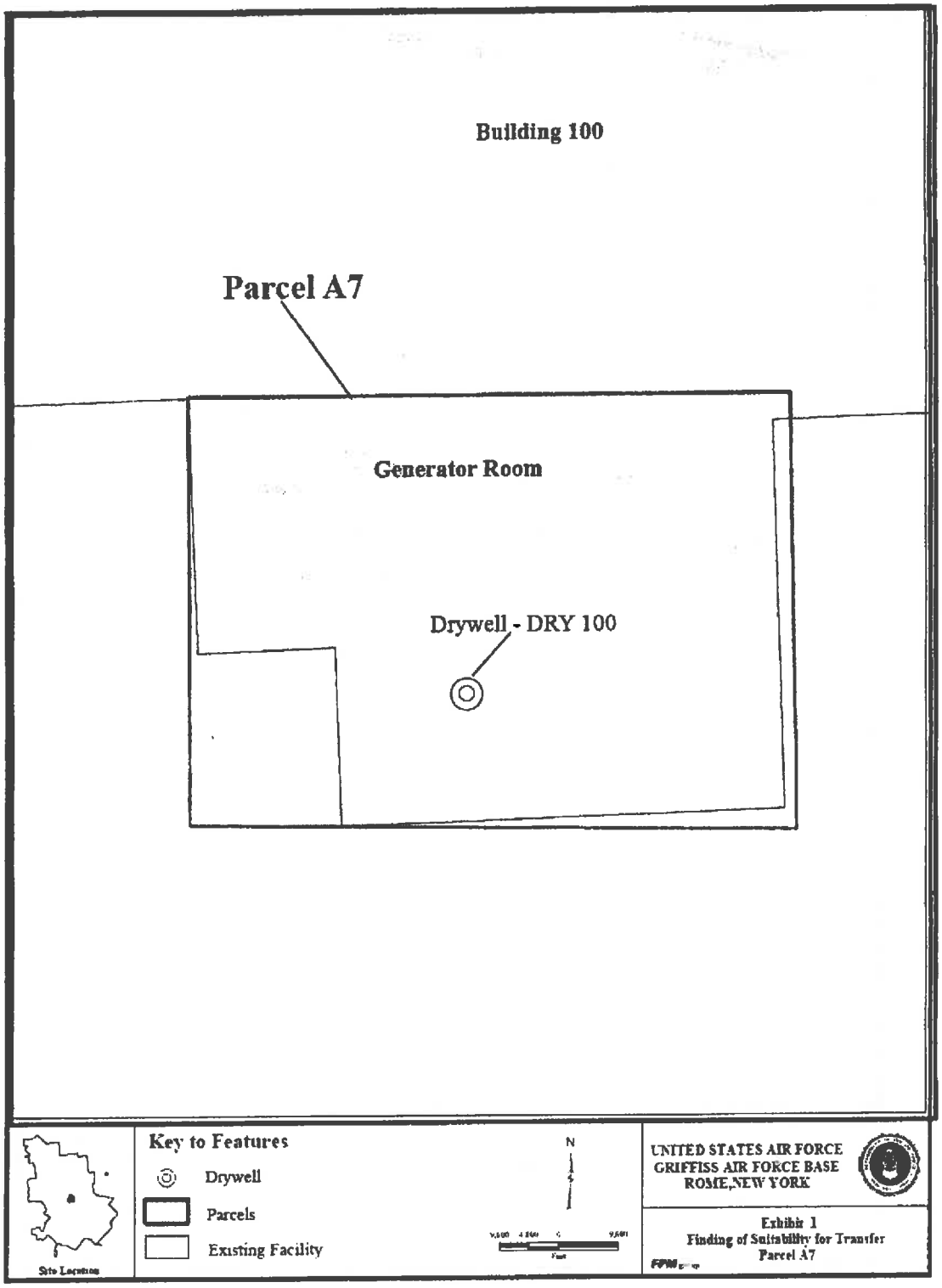

Building 100
Parcel A7
Generator Room
Drywell - DRY 100
Key to Features
Drywell
Parcels
Existing Facility
Site Location
N
UNITED STATES AIR FORCE
GRIFFISS AIR FORCE BASE
ROME, NEW YORK
Exhibit 1
Finding of Suitability for Transfer
Parcel A7

Exhibit 2

Deed Restriction/ Disclosure or Notification Required?		*Environmental Factors Considered*
No	**Yes**	
		Environmental Restoration, Hazardous Substances, Petroleum
	X	Hazardous Substances (Notification)
	X	Installation Restoration Program (IRP) and Areas of Concern
X		Medical/Biohazardous Wastes
	X	Oil/Water Separators (OWSs)
	X	Unexploded Ordnance
X		Radioactive & Mixed Wastes
	X	Storage Tanks (UST/AST)
		Disclosure Factors/Resources:
	X	Asbestos
X		Groundwater Quality
X		Drinking Water Quality
X		Indoor Air Quality
X		Lead-Based Paint (High-Priority Facilities)
	X	Lead-Based Paint (Other Facilities)
X		PCB Containing Equipment
X		Radon
		Other Factors:
X		Air Conformity/Air Permits
X		Energy (Utilities)
X		Flood plains
X		Hazardous Waste Management
X		Historic Property (Archeological/Native American, Palentological)
X		OSHA (Occupational Safety & Health Administration)
X		Outdoor Air Quality
X		Prime/Unique Farmlands:
X		Sanitary Sewer Systems (Wastewater)
X		Sensitive Habitat
X		Septic Tanks (Wastewater)
X		Solid Waste (Disposal of demolition materials)
X		Threatened and Endangered Species
X		Transportation
X		Wetlands

Exhibit 3

Former Griffiss AFB
FINDING OF SUITABILITY TO TRANSFER
PARCEL A7

NOTICE OF HAZARDOUS SUBSTANCES RELEASED/DISPOSED OF

Notice is hereby provided that the information set out below from the Basewide EBS and its Supplement provides notice of hazardous substances that are known to have been released or disposed of on the property. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or "Superfund") 42 U.S.C. section 9620(h).

The Drywell 100 remediation was completed in April 2005. The former drywell, located inside the generator room of Building 100, consisted of a perforated 55-gallon drum installed directly under the floor slab between two active generators. In July 2000, the 55-gallon drum and visually contaminated soil were removed. Further excavation was not undertaken at that time due to the proximity of the two generators to the Drywell 100 excavation area. Remediation recommenced in February 2005 and was completed in April 2005. The remediation included generator relocation, soil excavation, confirmation sampling and analysis, clean soil backfilling, building restoration, and waste disposal. Analysis of the confirmatory soil samples, collected following excavation, confirmed that remediation was successful.
The quantity of the releases are unknown, therefore, the substances listed are based on environmental sampling data. The dates of the releases are also unknown.

Substance	CAS Registry Number	Hazardous Waste ID Number (if applicable)
VOCs		
Ethylbenzene	100–41–4	none
Xylenes	1330–20–7	U239
SVOCs		
1,2,4-trichlorobenzene	120–82–1	none
Benzo[a]anthracene	56–55–3	U018
Benzo[a]pyrene	50–32–8	U022
Benzo(b)fluoranthene	205–99–2	none
Chrysene	218–01–9	U050
PCBs		
PBC Aroclor-1254	11097–69–1	none
Metals		
Arsenic	7440–38–2	none
Cadmium	7440–43–9	none
Lead	7439–92–1	none
Mercury-solid	7439–97–6	U151
Selenium	7782–49–2	none
Zinc	7440–66–6	none

Exhibit 4

Former Griffiss AFB
FINDING OF SUITABILITY TO TRANSFER (FOST)
PARCELS A3 and A7
PUBLIC NOTICE

Griffiss Air Force Real Property Agency
PUBLIC NOTICE

FINDING OF SUITABILITY TO TRANSFER (FOST)
Parcels A3 & A7

The U.S. Air Force Real Property Agency (AFRPA) intends to transfer approximately 26.03 acres of the former Griffiss Air Force Base to the County of Oneida.

The Finding of Suitability to Transfer (FOST) for **Parcel A3**, which includes the Fire Protection Training Area, and **Parcel A7**, the mechanical room of Building 100, is based on extensive reviews of the environmental condition of the property which were performed in consultation with federal and state environmental regulatory agencies.

Based on the completion of the Environmental Impact Statement and pursuant to the Records of Decision on the Reuse and Disposal of Griffiss Air Force Base dated June 1996 and September 1999 the property will be transferred by a Public Benefit Conveyance.

The property became available as a result of the Defense Base Closure and Realignment Act of 1990 (Public Law # 101-510), and the subsequent realignment of Griffiss Air Force Base.

Copies of the FOST including regulatory comments, AFRPA responses, and supporting environmental documentation, including the Supplemental Environmental Baseline Survey (SEBS), will be added to the Administrative Record.

Individuals interested in reviewing the information may contact:

Mr. Michael McDermott
BRAC Environmental Coordinator
Air Force Center for Engineering and the Environment
428 Phoenix Drive
Rome, NY 13441
Phone: 315-356-0810, ext. 202

State of New York
County of Oneida } **ss:**

I, Kathleen A. Vescio, being sworn, says that he is, and during the time hereinafter mentioned, was Legal Advertising Representative of the DAILY SENTINEL, a newspaper printed and published in the County of Oneida, aforesaid; and that the annexed printed Notice was inserted and published in said Newspaper once/ commencing

on the 21st day of April 20 11

to wit: April 21st, 2011

April 21st 20 11

Sworn to before me this 21st day of April 20 11

LaVern A. Rivers Notary Public

LaVern A. Rivers
Notary Public State of New York
County of Oneida
Reg. #01R16092227
My Commission Expires 07-20-2013

Exhibit 5

Former Griffiss AFB
FINDING OF SUITABILITY TO TRANSFER (FOST)
PARCELS A3 and A7
REGULATOR CONCURRENCE

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2
290 BROADWAY
NEW YORK, NY 10007-1866

AUG 2 2011

Mr. Michael F. McDermott
AFCEE/EXC – Griffiss
Building 750
428 Phoenix Drive
Rome, NY 13441

Re: Finding of Suitability to Transfer – Parcels A3 & A7

Dear Mr. McDermott:

The U.S. Environmental Protection Agency (EPA) has reviewed the draft-final, Finding of Suitability to Transfer (FOST), Supplemental Environmental Baseline Survey (SEBS), response to comments and supporting information for Parcels A3 & A7, dated July, 2011. The parcels comprising approximately 26.03 acres are located in the northeast and central portions of the base.

Parcel A3, approximately 26 acres, includes the Fire Protection Training Area (FPTA) area of concern. This area was used for fire training activities beginning in the 1960's until 1986. On Sept. 28, 2010, a Record of Decision was signed documenting several removal actions performed, in which contaminated material was removed from the site. Following these removal actions, sampling of the soil and groundwater confirmed the site closed.

Parcel A7, 0.3 acres, had one area of interest, a drywell located inside the generator room on the south side of Building 100. The drywell consisted of a perforated 55-gallon drum which was removed in July of 2000. Confirmatory sampling indicated that no residue contamination above standards.

Upon review of these documents and supporting data, the EPA has found that the documents are acceptable and comply with Department of Defense transfer guidance.

Sincerely,

A. Carpenter

Angela Carpenter, Chief
Special Programs Branch

cc: S. DiMeo, Executive Director (GLDC)

GRI-PBC-2003-001-D-2
Parcel A-6, LF#7, LF2&3
Airport Authority

98.51 Acres

NEW YORK QUITCLAIM DEED

I. PARTIES

A. THIS DEED is made and entered into this 30TH day of November, 2007, by and between THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), 49 U.S.C. §§ 47151-47153 and delegations and regulations promulgated under it (the "Grantor"), and the COUNTY OF ONEIDA, an instrumentality and public benefit corporation of the State of New York (the "Grantee").

B. DEFINITIONS

The following terms will have the meaning assigned to each in this Deed, unless the context specifies otherwise:

"Administrator" means the Administrator of the Federal Aviation Administration and his or her successors in office.

"Airport" means that part of the Property primarily used for air operations and related activities, including administration.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601-9675)

"FAA" means the Federal Aviation Administration of the United States Department of Transportation, and their respective successor entities.

"FFA" means the Federal Facility Agreement between USEPA and the Air Force regarding environmental cleanup at Air Force installations on the National Priority List.

"Grantor" and "United States" means Department of the Air Force and FAA, and any successor entity, and the Secretary of the Air Force and the Administrator, and any successor in office, and the assigns of The United States of America.

"Grantee" means the successors and assigns of the County of Oneida.

"IRP" means the environmental Installation Restoration Program of the Air Force.

"NYSDEC" means the New York State Department of Environmental Conservation.

"USEPA" means the United States Environmental Protection Agency and its successor entity.

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, THAT in consideration of the sum of TEN DOLLARS ($10.00) and assumption by the Grantee of all the obligations contained in this Deed, and other good and valuable consideration, the Grantor quitclaims to the Grantee, whose post office address is 800 Park Avenue, Utica, New York 13501, all the land situated in the City of Rome, County of Oneida, and State of New York containing a total of approximately 98.518 acres, more or less, as described on **Exhibit A,** and depicted as "Parcel A6, LIFC No. 6" or "Table A6 (Parcel A6 LIFC)" on "Property Maps Showing Lands To Be Conveyed By Public Benefit Conveyance To The County of Oneida", City of Rome, Town of Floyd, County of Oneida, State of New York, (Drawings 300-2 and T-1 (Traverse Tables)), prepared by Michael P. Waters, P.L.S. 050027, dated May 13, 2004, at **Exhibits B-1 and B-2** to this Deed.

III. APPURTENANCES

TOGETHER WITH all the buildings, structures, and improvements and other equipment and related personal property used for public airport purposes (except for wells, treatment facilities, systems, and related piping, used by the Grantor for environmental remediation and restoration), and all and singular the tenements, hereditaments, appurtenances, and improvements hereunto belonging, or in any wise appertaining, (no need to mention if they already are recorded) which, together with the land above described, is called the "Property" in this Deed.

IV. EXCEPTIONS

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

V. RESERVATIONS

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

RESERVING UNTO THE GRANTOR, including the USEPA and the State of New York (the "State"), and its and their respective officials, agents, employees, contractors,

and subcontractors, 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 IRP of the Grantor or the 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 USEPA or the State relating to the implementation of the IRP or FFA, if applicable, or to verify any data submitted to the USEPA or the State by the Grantor relating to such conditions.

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

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

VI. CONDITION

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

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

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

D. The Grantee covenants to comply with all applicable Federal, State and local laws relating to underground and other storage tanks, including the registration of the

applicable storage tanks with the New York State Department of Environmental Conservation (NYSDEC) identifying the Grantee as the owner of such storage tanks.

VII. NOTICES AND COVENANTS RELATED TO SECTION 120(h)(3) OF THE CERCLA (42 U.S.C.§ 9620(h)(3)).

A. Pursuant to section 120(h)(3)(A)(i) of CERCLA, the following is notice of hazardous substances on the Property, and a description of remedial action taken by the Grantor concerning the Property.

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. A description of the remedial action(s) taken by the Grantor on the Property regarding hazardous substances is contained in **Exhibit C**.

3. Pursuant to section 120(h)(3)(A)(ii) (I) 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 contained in the DEED, 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 Reservations section of the deed in order to perform any remedial action as required by CERCLA section 120(h)(30(A)(ii).

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.

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.

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 the right, in its sole discretion, to undertake an investigation and conduct any remedial action that it determines is necessary.

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. Threatened and Endangered Species. No federally listed or endangered species or exceptional natural areas are present on the Property. However, state-listed rare and threatened species as well as "special–interest" natural areas are present on the Property. The whorled mountain-mint (1993 Inventory of Rare Plant Species and Significant Natural Communities at Griffiss AFB, dated January 25, 1994) is a threatened species found in the wetlands area (RO-44) located along the eastern and southern sections of the southern end of the runway.
The Grantee is responsible for coordinating any work within the special interest areas with the NYSDEC, Division of Environmental Permits.

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 Airspace," under the authority of the Federal Aviation Act of 1958, as amended.

F. Wetlands. The Property contains wetlands 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 coordinate any work within the wetlands with the NYSDEC, division of Environmental Permits, contact the 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.

G. FFA. The Grantee acknowledges that the Property is subject to the terms and conditions of the FFA dated August 21, 1990, attached hereto as **Exhibit E**, and all amendments and supplements, and the Grantee agrees that, until the FFA is terminated in accordance with its Section XXXIV, the FFA shall be binding on the Grantee. Further, the Grantee recognizes that activities under the FFA must not be impeded or impaired, and it agrees that should any conflict between the terms of the FFA and the provisions of this Deed arise, the terms of the FFA will take precedence.

1. The Grantee shall 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. Occupational Safety and Health Administration (OSHA) requirements will be included in the remediation health or safety plans.

2. The Grantor assumes no liability to the Grantee should implementation of the FFA interfere with the use of the Property, and the Grantee shall have no claim on account of any such interference against the Grantor or any officer, agent, employee or contractor, of it.

H. 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.

IX. 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 for public airport purposes, the Grantee covenants that it will not use, lease, sell, salvage, or dispose of the Property, or any part of it for other than industrial and non-residential commercial purposes. The "Property" as used in this subparagraph includes revenues or proceeds derived from it.

3. The Property shall be used and maintained for the use and benefit of the public on fair and reasonable terms, without unjust discrimination and without grant or exercise of any exclusive right for use of the Property within the meaning of the term "exclusive right" as used in subparagraph 5. In furtherance of this covenant (but without limiting its general applicability and effect) the Grantee specifically agrees that

3.1. it will keep the Airport available for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds, and classes of aeronautical uses, provided that the Grantee may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users that may be necessary for the safe and efficient operation; and provided, further, that the Grantee may prohibit or limit any

given type, kind, or class of aeronautical use if such action is necessary for the safe operation to serve the civil aviation needs of the public.

3.2. in its operation and the operation of facilities on the Property, neither it nor any person or organization occupying facilities will discriminate against any person or class of persons by reason of race. color, creed, age, religion, sex, handicap, or national origin.

3.3. in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public, the Grantee will insert and enforce provisions requiring the contractor to furnish such service on a fair, equal, and not unjustly discriminatory basis to all users, and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

3.4. the Grantee will not exercise or grant any right or privilege that would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

3.5. in the event the Grantee exercises any of the rights and privileges referred to in subparagraph 3.3 above, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Grantee under the provisions of subparagraph 3.3.

4. The Grantee covenants not to grant or permit any exclusive right for the use of the airport that is forbidden by 49 U.S.C. § 40103(e), by any person or persons to the exclusion of others in the same class. and the Grantee will otherwise comply with all applicable laws.

4.1. In furtherance of this covenant (but without limiting its general applicability and effect), the Grantee specifically agrees that, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right to conduct any aeronautical activity on the Airport , including, but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which, because of their direct relationship to the operation of aircraft, can be regarded as an aeronautical activity.

4.2. The Grantee further agrees that it will terminate as soon as possible, and no later than the earliest applicable renewal, cancellation, or expiration date, any exclusive right existing at any other airport owned or controlled by the Grantee, or

hereafter acquired, and that, thereafter, no such right shall be granted. However, nothing contained in this subparagraph 4 shall be construed to prohibit the granting or exercise of, or exclusive right for, the furnishing of non-aviation products and supplies or any services of a non-aeronautical nature, or to obligate the Grantee to furnish any particular non-aeronautical service.

5. The Grantee shall insofar as it is within its powers and to the extent reasonable, adequately clear and protect the aerial approach to the Airport by removing, lowering, relocating, marking, lighting, or otherwise mitigating existing hazards and by preventing the establishment or creation of future hazards.

5.1. The Grantee will, either by the acquisition and retention of easements or other interests in or rights for the use of land and airspace, or by the adoption and enforcement of zoning regulations, or by any other reasonable means, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport that would constitute an obstruction to air navigation according to the criteria or standards prescribed in 14 C.F.R. p. 77 and, as applicable, according to the currently approved Airport Layout Plan.

5.2. The Grantee will not erect, or permit the erection of any permanent structure or facility that would interfere materially with the use, operation, or future development of the Property, in any portion of a runway approach area in which the Grantee has control over, or has acquired, or hereafter acquires, property interests permitting the Grantee to control the use made of the surface of the land.

5.3. Insofar as is within its power and to the extent reasonable, the Grantee will either, by the acquisition and retention of easements or other interests in or rights for the use of land or airspace, or by the adoption and enforcement of zoning regulations or by any other reasonable means, take action to restrict the use of the land adjacent to or in the immediate vicinity of the Property to activities and purposes compatible with normal airport operations, including landings and takeoffs.

6. The Grantee will operate and maintain in a safe and serviceable condition, as deemed reasonably necessary by the Administrator, the airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the Airport other than facilities owned or controlled by the United States. The Grantee will not permit any activity that would interfere with its use of the Property for public airport purposes. Nothing contained in this Deed, however, shall be construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance, repair, restoration or replacement of any structure or facility that is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Grantee.

7. The Grantee will make available all facilities of the airport and all those usable for the landing and taking off of aircraft of the United States at all times, without charge, for use by Government aircraft in common with other aircraft except that if the

use by Government aircraft in common with other aircraft is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged.

Unless otherwise determined by the FAA, or otherwise agreed to by the Grantee and the United States, substantial use of the Airport by Government aircraft will be considered to exist

(a) when the operations of such aircraft exceed those that, in the opinion of the FAA, would unduly interfere with use of the landing area by other authorized aircraft, or

(b) during any calendar month that

(i) either five (5) or more Government aircraft are regularly based at the Airport , or

(ii) the total number of movements (counting each landing as a movement and each take-off as a movement) of Government aircraft of any agency of the United States is 300 or more, or

(iii) the gross accumulative weight of Government aircraft using the Airport (the total improvements of such Government aircraft multiplied by the gross certified weights of such Government aircraft) exceeds five million pounds.

8. During any national emergency declared by the President of the United States of America or by the Congress, including any existing national emergency, the United States shall have the right to make exclusive or nonexclusive use, and have exclusive or nonexclusive control and possession without charge, of the Airport, or of such portion as it may desire. In such event, however, the United States shall be responsible for the entire cost of maintaining such part of the Airport as it may use exclusively, or over which it may have exclusive possession or control, during the period of such use, possession, and control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance that may use nonexclusively, or over which it may have nonexclusive control and possession. Further, the United States shall pay a fair rent for its use, control, or possession, exclusively or nonexclusively, of any improvement to the Airport made without United States aid and never owned by the United States.

9. Except for environmental clauses contained in this Deed, the Grantee does hereby release the Government from any and all liability the Government may be under for restoration or other damages under any lease or other agreement covering the use by the United States of any airport, or any part thereof, owned, controlled, or operated by the Grantee, upon which, adjacent to which, or in connection with which, such real estate was located or used.

10. The Grantee will make available, without cost, to the United States for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor, that the Administrator considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available within four months after receipt of a written request from the Administrator.

11. The Grantee will

(a) deliver to the FAA annual or special airport financial and operational reports that may be reasonably requested, using either forms given by the FAA, or in such manner as it elects, so long as the essential data are reported; and

(b) upon reasonable request of the FAA, make available for inspection by any duly authorized representative of the FAA, the Property and all airport records and documents affecting the Property, including deeds, leases, operation and use agreements, regulations, and other instruments, and will deliver to the FAA a true copy of any such document that may be reasonably requested.

12. The Grantee will not enter into any transaction that would operate to deprive it of any of the rights and powers necessary to perform or comply with any or all of the covenants terms, restrictions, reservations and conditions set forth in this Deed unless, by such transaction, the obligation to perform or comply with all such covenants and conditions is assumed by another public agency found by the FAA to be eligible as a public agency as defined in 49 U.S.C. § 47102 (15), to assume such obligation and have the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the Property by any agency or person other than the Grantee, it will reserve sufficient rights and authority to ensure that the Property will be operated and maintained in accordance with these terms, covenants, restrictions, reservations, and conditions, any applicable Federal statute, and the Federal Aviation Regulations.

13. The Grantee maintains at the Property and will keep up to date at all times an Airport Layout Plan on which is depicted, as a minimum:

(a) the boundaries of the Property and all proposed additions, together with the boundaries of all off-site areas owned or controlled by the Grantee for public airport purposes and proposed additions

(b) the location and nature of all existing and proposed facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing facilities; and

(c) the location of all existing and proposed non-aviation areas and of all existing improvements and their uses made.

The Airport Layout Plan and each amendment, revision, or modification, shall be subject to the approval of the FAA, which approval shall be evidenced by the signature of a duly authorized representative of the FAA on the face of the Airport Layout Map. The Grantee will not make or permit the making of any changes or alterations in the Property other than in conformity with the Airport Layout Plan as approved by the FAA, if such changes or alterations might in the opinion of the FAA, adversely affect the safety, utility, or efficiency of the Property.

14. If at any time it is determined by the FAA that there is any outstanding right, or claim of right, in or to the Property, the existence of which creates an undue risk of interference with the operation of the Property or the performance of compliance with covenants and conditions set forth in this Deed, the Grantee will acquire, extinguish, or modify such right or claim of right in a manner acceptable to the FAA.

15. The operation of the Airport shall be subject to such regulations as may be prescribed by the FAA from time to time, and the Grantee shall comply with all pertinent laws, ordinances, rules, orders, guidelines or other applicable regulations and shall hold the United States harmless from any and all liabilities or penalties that may be imposed by reason of any asserted violation by the Grantee. The Grantor may agree in writing, after obtaining the concurrence of the FAA, to waive, eliminate, or reduce the obligations contained in this Deed.

16. In the event that any of the terms, conditions, reservations, or restrictions in this Section VIII.A. are not met, observed, or complied with by the Grantee, whether caused by the legal inability of the Grantee to perform any of the obligations in this Section VIII.A., or otherwise, then all right, title, and interest, in and to the Property, or any portion thereof, shall, at the option of the Grantor, by and through the FAA, revert to the Grantor in its then existing condition sixty (60) days following the date upon which demand to this effect is made in writing by the Administrator, unless within such sixty (60) days, such default or violation shall have been cured and all such terms, conditions, reservations and restrictions shall have been met, observed, or complied with. However, if within sixty (60) days, the Grantee shall have commenced, and continuously pursued, the actions necessary to bring the Grantee into compliance with all such terms, conditions, covenants, reservations and restrictions in this Section VIII.A. of this Deed in accordance with a compliance schedule approved by FAA, such reversion shall not occur, and right, title, or interest, except such, if any, as shall have previously terminated or reverted, shall remain vested in the Grantee. This option of reversion shall be a continuing one, and may be exercised by the United States any time the FAA determines that the terms, covenants, conditions, reservations, or restrictions are not met, observed or complied with by the Grantee. Any reversion will be subject to leases of record unless that lease is a cause for non-compliance with the terms of this Section VIII.A.

17. The Grantee covenants and agrees that

17.1. The program for, or in connection with, which this Deed is made will be conducted in compliance with all requirements imposed by the regulations of the U.S. Department of Transportation, the FAA, and 49 CFR p. 21, and any subsequent amendments, issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended;

17.2. This covenant shall be subject in all respects to the provision of such regulations;

17.3. The Grantee will promptly take and continue to take such action that may be necessary to effectuate this covenant;

17.4. The United States, acting by and through the FAA, shall have the right to seek judicial enforcement of this covenant;

17.5. The Grantee will (a) obtain from any person (including any legal entity) who, through contractual or other arrangements with the Grantee, is authorized to provide services or benefits under such program, a written agreement pursuant to which such other person shall, with respect to the services or benefits that he/she is authorized to provide, undertake for himself/herself the same obligations as those imposed upon the Grantee by this covenant, and (b) deliver the original of such agreement to the FAA;

17.6. This covenant shall, in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of, the United States and enforceable by the United States, acting by and through the FAA, against the Grantee.

18. All local taxes on aviation fuel generated at the Airport (except taxes in effect on December 30, 1987,) and all the revenues generated by the Property, shall be used exclusively for the capital or operating costs of the Airport; the local airport system, or any other local facility that is owned or operated by the Grantee and that is directly and substantially related to the air transportation of passengers or property. However, the limitations on the use of revenue shall not apply if a provision enacted not later than September 2, 1982, in a law controlling financing by the Grantee, or a covenant or assurance in a debt obligation issued not later than September 2, 1982, by the Grantee, provides that the revenues, including local taxes on aviation fuel at the Airport, from any of the facilities of the Grantee, including the Airport, be used to support not only the Airport but also the general debt obligations or other facilities of the Grantee. The limitation, however, shall not be construed to prevent the use of a state tax on aviation fuel to support a state aviation program, or the use of revenue from on or off the Property for a noise mitigation program.

19. If the construction as covenants of any of the reservations and restrictions recited in this Section VIII.A. of this Deed as covenants, or the application of the same as covenants, in any particular instance is held invalid, then the particular reservations

or restrictions in question shall be construed instead as conditions upon the breach of which the United States, acting by and through the FAA, may, exercise its option to cause the right, title, and interest of the Grantee in the Property, or any portion of it, to revert to the United States. The application of such reservations or restrictions as covenants in any other instance, and the construction of the remainder of such reservations and restrictions as covenants, shall not be affected by any such construction.

20. The failure of the United States to insist in any one or more instances upon complete performance of any of the terms, covenants, conditions, reservations, or restrictions in this Section VIII.A. of this Deed shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, conditions, reservations, or restrictions, and the obligations of the Grantee, with respect to such future performance shall continue in full force and effect.

XI. MISCELLANEOUS

A. Each covenant of this Deed 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.

XII. LIST OF EXHIBITS

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

Exhibit A -	Property Description
Exhibit B-2	Property Map (Drawing 300-2)
Exhibit B-3	Traverse Tables (Drawing T-1)
Exhibit C -	Notice of Hazardous Substances Stored/Released/Disposed of
Exhibit D	Environmental Restricted Area Map
Exhibit E	Federal Facilities Agreement

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

THE UNITED STATES OF AMERICA

By: _____
JEFFREY DOMM
Deputy Director
Air Force Real Property Agency

Witness:

_____

COMMONWEALTH OF VIRGINIA):
) SS.
COUNTY OF ARLINGTON):

On the 30th day of NOVEMBER, in the year 2007, before me personally came Jeffrey Domm, to me known, who, being by me duly sworn, did depose and say that he resides at 1700 North Moore Street, in the city of Arlington, county of Arlington, State of Virginia; that he is the Deputy Director duly appointed of the Air Force Real Property Agency described in and which executed the above instrument, and that he signed his name thereto by authority of the Secretary of the Air Force.

PAUL C. MACPHERSON
NOTARY PUBLIC
COMMONWEALTH
OF VIRGINIA
My Commission Expires
September 30, 2009

_____
Notary Public, Commonwealth of Virginia

My commission expires on SEP 30th 2009

ACCEPTANCE

The Grantee acknowledges delivery of this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE: 4/11, 2008

COUNTY OF ONEIDA

By: _____
ANTHONY J. PICENTE JR.
County Executive

Attest:
_____, County Attorney 4/11/08

Exhibit A

PARCEL A6

LEGAL DESCRIPTION

Beginning at the intersection of the division line between the herein described parcel on the north and the lands designated as AFRL Rome Research Site Parcel No. 7 on the south located at a capped iron rod stamped "AFRL-52" on the easterly side of Perimeter Road;

Thence through the lands designated as Parcel A1A described above the following seven (7) courses and distances;

1. North 44° 31'55" West, 1,380.68 feet to a point;
2. South 45° 05' 49" West, 998.55 feet to a point;
3. North 46° 35' 35" West, 2,170.17 feet to a point;
4. North 45° 13' 32" East, 1,042.45 to a point;
5. South 56° 03' 31" East, 89.28 feet to a point;
6. South 47° 48' 33" East, 201.31 feet to a point;
7. South 49° 12' 39" East, 367.53 feet to its intersection with the division lines between the herein described parcel on the southwest and the lands of Joseph Wallace and Carol Wallace (reputed owner) on the northeast;

thence South 48° 39' 41" East along the last mentioned division line 700.99 feet to its intersection with the division line between the herein described parcel on the south and the aforementioned lands of Wallace (reputed owner) on the north;

thence South 78° 56' 32" East along the last mentioned division line and continuing along the division line between the herein described parcel on the south and the lands of Malcolm J. Cole and Jacqueline Cole (reputed owner) and the lands of Maria Giordano (reputed owner) on the north 2,775.94 feet to its intersection with the division line between the herein described parcel on the west and the lands of Mark Rickmeyer (reputed owner) on the east;

thence South 41° 00' 38" West along the last mentioned division line 1,229.21 feet to a concrete monument found, located at its intersection with the division line between the herein described parcel on the south and the aforementioned lands of Rickmeyer (reputed owner) on the north;

thence South 46° 44' 29" East along the last mentioned division line 101.89 feet to a concrete monument found;

thence South 44° 43' 10" West through the lands designated as parcel A1A described above 162.47 feet to a concrete monument found stamped "AFRL-50" located on the

division line between the herein described parcel on the northeast and the lands designated as AFRL Rome Research Site on the southwest;

thence North 44° 48' 14" West along the last mentioned division line 300.00 feet to a concrete monument found stamped "AFRL-49" located its intersection with the division line between the herein described parcel on the northwest and the aforementioned lands of AFRL Rome Research Site on the southeast;

thence South 44° 43' 10" West along the last mentioned division line 250.00 feet to the place of beginning being, being 4,291,436.5 ± square feet or 98.518 acres, more or less.

GRI-PBC-2003-001-D-4
Parcel A-7
Airport Authority

0.01 Acres

GRI-PBC-2003-001-D-3
230
Parcel A3
26.33 Acres
GRI-PBC-2003-001-D-4
Parcel A7
0.01 Acres

ONEIDA COUNTY – STATE OF NEW YORK
SANDRA J. DEPERNO COUNTY CLERK
800 PARK AVENUE, UTICA, NEW YORK 13501

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

RECEIPT NO. : 2011419115

Clerk: LG
Instr #: 2011-014584
Rec Date: 10/03/2011 09:42:29 AM
Doc Grp: RP
Descrip: DEED
Num Pgs: 43

Party1: UNITED STATES OF AMERICA
Party2: ONEIDA COUNTY OF
Town: ROME

Recording:

Cover Page	0.00
Number of Pages	0.00
Cultural Ed	0.00
Records Management - Coun	0.00
Records Management - Stat	0.00
Sub Total:	0.00
Transfer Tax	
Transfer Tax	0.00
Sub Total:	0.00
Total:	0.00

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

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

Transfer Tax# : 1003

Consideration: 0.00
Transfer Tax: 0.00

Record and Return To:

AFRPA/RETB
2261 HUGHES AVENUE STE 121
LACKLAND AFB TX 72836-9821

WARNING***
I hereby certify that the within and foregoing was recorded in the Oneida County Clerk's Office, State of New York. This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Sandra J. DePerno
Oneida County Clerk

After recordation Please Send A copy of Recorded Deed To
AFRPA/RETB
2261 Hughes Avenue, Ste 121
Lackland AFB, TX 78236-9821

QUITCLAIM DEED

I. PARTIES

A. THIS DEED is made and entered into this 26th day of September, 2011, by and between THE UNITED STATES OF AMERICA (the "Grantor"), acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), 49 U.S.C. §§ 47151-47153 and delegations and regulations promulgated thereunder, and the COUNTY OF ONEIDA, an instrumentality and public benefit corporation of the State of New York (the "Grantee"). (Unless the context otherwise specifically states, when used in this Deed, "Grantor" includes the assigns of the Grantor and "Grantee" includes the successors and assigns of the Grantee.)

B. DEFINITIONS

The following terms will have the meaning assigned to each in this Deed, unless the context specifies otherwise:

"Administrator" means the Administrator of the Federal Aviation Administration and his or her successors in office.

"Airport" means that part of the Property primarily used for air operations and related activities, including administration.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601-9675)

"FAA" means the Federal Aviation Administration of the United States Department of Transportation, and their respective successor entities.

"FFA" means the Federal Facility Agreement between USEPA and the Air Force regarding environmental cleanup at Air Force installations on the National Priority List.

"Grantor" and "United States" means Department of the Air Force and FAA, and any successor entity, and the Secretary of the Air Force and the Administrator, and any successor in office, and the assigns of The United States of America.

"Grantee" means the successors and assigns of the County of Oneida.

"IRP" means the environmental Installation Restoration Program of the Air Force.

"NYSDEC" means the New York State Department of Environmental Conservation.

"USEPA" means the United States Environmental Protection Agency and its successor entity.

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) in hand paid by the Grantee, and other good and valuable consideration, the receipt whereof is hereby acknowledged, has remised, released, and deeded, and by these presents does remise, release, and quitclaim unto the Grantee, whose post office address is 800 Park Avenue, Utica, New York 13501, all the right, title, interest, claim, and demand that the Grantor has in and to the following described real property, situated, lying, and being in the City of Rome, County of Oneida, and State of New York, consisting of approximately 26.345 acres of land, (the "Property") more or less. A legal description and map of the Property is set forth on **Exhibit A** to this Deed.

III. APPURTENANCES AND HABENDUM

TOGETHER WITH all the buildings, and improvements erected thereon, **except for** monitoring wells, treatment wells, treatment facilities, and related piping and electric lines to those wells and facilities and other related equipment ("Remedial Systems"), if any, whether above, on, or under the ground, and except for all utility distribution systems, including but not limited to the water, electrical, and gas distribution systems ("Utility Systems"), all and singular the tenements, hereditaments, appurtenances, and improvements hereunto belonging, or in any wise appertaining, including aviation easements, which, together with the real property above described, is called the "Property" in this Deed.

TO HAVE AND TO HOLD the Property unto the Grantee forever.

IV. EXCEPTIONS

None

V. RESERVATIONS

None

VI. CONDITION

A. The Grantee agrees to accept conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, privileges, benefits, 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 express or implied, on the part of the Grantor, or otherwise provided for by law or in equity, regarding such condition and state of repair (other than that contained in sections VII and VIII of this 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.

VII. DEPARTMENT OF DEFENSE UNIFORM NOTICE, DESCRIPTION, ACCESS RIGHTS, AND COVENANTS FOR SECTION 120(h)(3) OF THE COMPREHNSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980 (42 U.S.C. § 9620(h)(3)).

A. Property Covered by Notice, Description, Access Rights, and Covenants Made Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)):

For the Property, the Grantor provides the following notice, description, and covenants, and retains the following access rights:

B. Notices Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)):

Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored,

released, or disposed of, as defined in section 120(h), is provided in **Exhibit B**, attached hereto and made a part hereof.

C. Covenant Pursuant to Section 120(h(3)(A)(ii) and B of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii and (B)):

Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B), the United States warrants that:

1. All remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to section 120(h)(3) (A) (i)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 remaining on the property has been taken before the date of this Deed, and;

2. Any additional remedial action found to be necessary after the date of this Deed shall be conducted by the United States.

D. Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii)):

1. The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which a remedial action or corrective action is found to be necessary on the part of the United States, without regard to whether such remedial action or correction action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the Grantee and its successors and assigns and shall run with the land.

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 work and the Grantee's successors' and assigns' quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. 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 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

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.

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 the right, in its sole discretion, to undertake an investigation and conduct any remedial action that it determines is necessary.

C. 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.

D. 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.

.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. pt. 77 entitled "Objects Affecting Navigable Airspace," under the authority of the Federal Aviation Act of 1958, as amended.

XI. 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 20 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 for public airport purposes, the Grantee covenants that it will not use, lease, sell, salvage, or dispose of the Property, or any part of it for other than industrial and non-residential commercial purposes. The "Property" as used in this subparagraph includes revenues or proceeds derived from it.

3. The Property shall be used and maintained for the use and benefit of the public on fair and reasonable terms, without unjust discrimination and without grant or exercise of any exclusive right for use of the Property within the meaning of the term "exclusive right" as used in subparagraph 5. In furtherance of this covenant (but without limiting its general applicability and effect) the Grantee specifically agrees that:

3.1. it will keep the Airport available for public use on fair and reasonable terms and without unjust discrimination, to all types, kinds, and classes of aeronautical uses, provided that the Grantee may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users that may be necessary for the safe and efficient operation; and provided, further, that the Grantee may prohibit or limit any given type, kind, or class of aeronautical use if such action is necessary for the safe operation to serve the civil aviation needs of the public.

3.2. in its operation and the operation of facilities on the Property, neither it nor any person or organization occupying facilities will discriminate against any person or class of persons by reason of race, color, creed, age, , sex, handicap, or national origin.

3.3. in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public, the Grantee will insert and enforce provisions requiring the contractor to furnish such service on a fair, equal, and not unjustly discriminatory basis to all users, and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

3.4. the Grantee will not exercise or grant any right or privilege that would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

3.5. in the event the Grantee exercises any of the rights and privileges referred to in subparagraph 3.3 above, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Grantee under the provisions of subparagraph 3.3.

4. The Grantee covenants not to grant or permit any exclusive right for the use of the airport that is forbidden by 49 U.S.C. § 40103(e), by any person or persons to the exclusion of others in the same class, and the Grantee will otherwise comply with all applicable laws.

4.1. In furtherance of this covenant (but without limiting its general applicability and effect), the Grantee specifically agrees that, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right to conduct any aeronautical activity on the Airport , including, but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products

whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which, because of their direct relationship to the operation of aircraft, can be regarded as an aeronautical activity.

4.2. The Grantee further agrees that it will terminate as soon as possible, and no later than the earliest applicable renewal, cancellation, or expiration date, any exclusive right existing at any other airport owned or controlled by the Grantee, or hereafter acquired, and that, thereafter, no such right shall be granted. However, nothing contained in this subparagraph 4 shall be construed to prohibit the granting or exercise of, or exclusive right for, the furnishing of non-aviation products and supplies or any services of a non-aeronautical nature, or to obligate the Grantee to furnish any particular non-aeronautical service at the Airport.

5. The Grantee shall insofar as it is within its powers and to the extent reasonable, adequately clear and protect the aerial approach to the Airport by removing, lowering, relocating, marking, lighting, or otherwise mitigating existing hazards and by preventing the establishment or creation of future hazards.

5.1. The Grantee will, either by the acquisition and retention of easements or other interests in or rights for the use of land and airspace, or by the adoption and enforcement of zoning regulations, or by any other reasonable means, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport that would constitute an obstruction to air navigation according to the criteria or standards prescribed in 14 C.F.R. Part 77 and, as applicable, according to the currently approved Airport Layout Plan.

5.2. The Grantee will not erect, or permit the erection of any permanent structure or facility that would interfere materially with the use, operation, or future development of the Property, in any portion of a runway approach area in which the Grantee has control over, or has acquired, or hereafter acquires, property interests permitting the Grantee to control the use made of the surface of the land.

5.3. Insofar as is within its power and to the extent reasonable, the Grantee will either, by the acquisition and retention of easements or other interests in or rights for the use of land or airspace, or by the adoption and enforcement of zoning regulations or by any other reasonable means, take action to restrict the use of the land adjacent to or in the immediate vicinity of the Property to activities and purposes compatible with normal airport operations, including landings and takeoffs.

6. The Grantee will operate and maintain in a safe and serviceable condition, as deemed reasonably necessary by the Administrator, the airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the Airport other than facilities owned or controlled by the United States. The Grantee will not permit any activity that would interfere with its use of the Property for public airport purposes. Nothing contained in this Deed, however, shall be

construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance, repair, restoration or replacement of any structure or facility that is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Grantee.

7. The Grantee will make available all facilities of the Airport and all those usable for the landing and taking off of aircraft of the United States at all times, without charge, for use by Government aircraft in common with other aircraft except that if the use by Government aircraft in common with other aircraft is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged.

Unless otherwise determined by the FAA, or otherwise agreed to by the Grantee and the United States, substantial use of the Airport by Government aircraft will be considered to exist

(a) when the operations of such aircraft exceed those that, in the opinion of the FAA, would unduly interfere with use of the landing area by other authorized aircraft, or

(b) during any calendar month that

(1) either five (5) or more Government aircraft are regularly based at the Airport , or

(2) the total number of movements (counting each landing as a movement and each take-off as a movement) of Government aircraft of any agency of the United States is 300 or more, or

(3) the gross accumulative weight of Government aircraft using the Airport (the total improvements of such Government aircraft multiplied by the gross certified weights of such Government aircraft) exceeds five million pounds.

8. During any national emergency declared by the President of the United States of America or by the Congress, including any existing national emergency, the United States shall have the right to make exclusive or nonexclusive use, and have exclusive or nonexclusive control and possession without charge, of the Airport, or of such portion as it may desire. In such event, however, the United States shall be responsible for the entire cost of maintaining such part of the Airport as it may use exclusively, or over which it may have exclusive possession or control, during the period of such use, possession, and control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance that may use nonexclusively, or over which it may have nonexclusive control and possession. Further, the United States shall pay a fair rent for its use, control, or

possession, exclusively or nonexclusively, of any improvement to the Airport made without United States aid and never owned by the United States.

9. Except for environmental clauses contained in this Deed, the Grantee does hereby release the Government from any and all liability the Government may be under for restoration or other damages under any lease or other agreement covering the use by the United States of any airport, or any part thereof, owned, controlled, or operated by the Grantee, upon which, adjacent to which, or in connection with which, such real estate was located or used.

10. The Grantee will make available, without cost, to the United States for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor, that the Administrator considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available within four months after receipt of a written request from the Administrator.

11. The Grantee will

(a) deliver to the FAA annual or special airport financial and operational reports that may be reasonably requested, using either forms given by the FAA, or in such manner as it elects, so long as the essential data are reported; and

(b) upon reasonable request of the FAA, make available for inspection by any duly authorized representative of the FAA, the Property and all airport records and documents affecting the Property, including deeds, leases, operation and use agreements, regulations, and other instruments, and will deliver to the FAA a true copy of any such document that may be reasonably requested.

12. The Grantee will not enter into any transaction that would operate to deprive it of any of the rights and powers necessary to perform or comply with any or all of the covenants terms, restrictions, reservations and conditions set forth in this Deed unless, by such transaction, the obligation to perform or comply with all such covenants and conditions is assumed by another public agency found by the FAA to be eligible as a public agency as defined in 49 U.S.C. § 47102 (15), to assume such obligation and have the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the Property by any agency or person other than the Grantee, it will reserve sufficient rights and authority to ensure that the Property will be operated and maintained in accordance with these terms, covenants, restrictions, reservations, and conditions, any applicable Federal statute, and the Federal Aviation Regulations.

13. The Grantee maintains at the Property and will keep up to date at all times an Airport Layout Plan on which is depicted, as a minimum:

(a) the boundaries of the Property and all proposed additions, together with the boundaries of all off-site areas owned or controlled by the Grantee for public airport purposes and proposed additions

(b) the location and nature of all existing and proposed facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing facilities; and

(c) the location of all existing and proposed non-aviation areas and of all existing improvements and their uses made.

The Airport Layout Plan and each amendment, revision, or modification, shall be subject to the approval of the FAA, which approval shall be evidenced by the signature of a duly authorized representative of the FAA on the face of the Airport Layout Map. The Grantee will not make or permit the making of any changes or alterations in the Property other than in conformity with the Airport Layout Plan as approved by the FAA, and which might in the opinion of the FAA, adversely affect the safety, utility, or efficiency of the Property.

14. If at any time it is determined by the FAA that there is any outstanding right, or claim of right, in or to the Property, the existence of which creates an undue risk of interference with the operation of the Property or the performance of compliance with covenants and conditions set forth in this Deed, the Grantee will acquire, extinguish, or modify such right or claim of right in a manner acceptable to the FAA.

15. The operation of the Airport shall be subject to such regulations as may be prescribed by the FAA from time to time, and the Grantee shall comply with all pertinent laws, ordinances, rules, orders, guidelines or other applicable regulations and shall hold the United States harmless from any and all liabilities or penalties that may be imposed by reason of any asserted violation by the Grantee. The Grantor may agree in writing, after obtaining the concurrence of the FAA, to waive, eliminate, or reduce the obligations contained in this Deed.

16. In the event that any of the terms, conditions, reservations, or restrictions in this Section XI. are not met, observed, or complied with by the Grantee, whether caused by the legal inability of the Grantee to perform any of the obligations in this Section XI, or otherwise, then all right, title, and interest, in and to the Property, or any portion thereof, shall, at the option of the Grantor, by and through the FAA, revert to the Grantor in its then existing condition sixty (60) days following the date upon which demand to this effect is made in writing by the Administrator, unless within such sixty (60) days, such default or violation shall have been cured and all such terms, conditions, reservations and restrictions shall have been met, observed, or complied with. However, if within sixty (60) days, the Grantee shall have commenced, and continuously pursued, the actions necessary to bring the Grantee into compliance with all such terms, conditions, covenants, reservations and restrictions in this Section XI of this Deed in accordance with a compliance schedule approved by FAA, such reversion

shall not occur, and right, title, or interest, except such, if any, as shall have previously terminated or reverted, shall remain vested in the Grantee. This option of reversion shall be a continuing one, and may be exercised by the United States any time the FAA determines that the terms, covenants, conditions, reservations, or restrictions are not met, observed or complied with by the Grantee. Any reversion will be subject to leases of record unless that lease is a cause for non-compliance with the terms of this Section XI.

17. The Grantee covenants and agrees that:

17.1. The program for, or in connection with, which this Deed is made will be conducted in compliance with all requirements imposed by the regulations of the U.S. Department of Transportation, the FAA, and 49 CFR Part. 21, and any subsequent amendments, issued under the provisions of Title VI of the Civil Rights Act of 1964, as amended;

17.2. This covenant shall be subject in all respects to the provision of such regulations;

17.3. The Grantee will promptly take and continue to take such action that may be necessary to effectuate this covenant;

17.4. The United States, acting by and through the FAA, shall have the right to seek judicial enforcement of this covenant;

17.5. The Grantee will (a) obtain from any person (including any legal entity) who, through contractual or other arrangements with the Grantee, is authorized to provide services or benefits under such program, a written agreement pursuant to which such other person shall, with respect to the services or benefits that he/she is authorized to provide, undertake for himself/herself the same obligations as those imposed upon the Grantee by this covenant, and (b) deliver the original of such agreement to the FAA;

17.6. This covenant shall, in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of, the United States and enforceable by the United States, acting by and through the FAA, against the Grantee.

18. All local taxes on aviation fuel generated at the Airport (except taxes in effect on December 30, 1987) and all the revenues generated by the Property, shall be used exclusively for the capital or operating costs of the Airport; the local airport system, or any other local facility that is owned or operated by the Grantee and that is directly and substantially related to the air transportation of passengers or property. However, the limitations on the use of revenue shall not apply if a provision enacted not later than September 2, 1982, in a law controlling financing by the Grantee, or a covenant or assurance in a debt obligation issued not later than September 2, 1982,

by the Grantee, provides that the revenues, including local taxes on aviation fuel at the Airport, from any of the facilities of the Grantee, including the Airport, be used to support not only the Airport but also the general debt obligations or other facilities of the Grantee. The limitation, however, shall not be construed to prevent the use of a state tax on aviation fuel to support a state aviation program, or the use of revenue from on or off the Property for a noise mitigation program.

19. If the construction as covenants of any of the reservations and restrictions recited in this Section XI of this Deed as covenants, or the application of the same as covenants, in any particular instance is held invalid, then the particular reservations or restrictions in question shall be construed instead as conditions upon the breach of which the United States, acting by and through the FAA, may, exercise its option to cause the right, title, and interest of the Grantee in the Property, or any portion of it, to revert to the United States. The application of such reservations or restrictions as covenants in any other instance, and the construction of the remainder of such reservations and restrictions as covenants, shall not be affected by any such construction.

20. The failure of the United States to insist in any one or more instances upon complete performance of any of the terms, covenants, conditions, reservations, or restrictions in this Section XI of this Deed shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, conditions, reservations, or restrictions, and the obligations of the Grantee, with respect to such future performance shall continue in full force and effect.

XII. MISCELLANEOUS

Except for any personal covenant, each covenant of this Deed, including any that benefits a third party, shall inure to the benefit of the Grantor and such third party; shall be binding upon the Grantee; shall be deemed to touch and concern the land; and shall run with the land.

XIII. LIST OF EXHIBITS

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

Exhibit A - Legal Description and Map of Property
Exhibit B - Notice of Hazardous Substances Released
Exhibit C - Map of Boundary FPTA AOC, FT30

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

THE UNITED STATES OF AMERICA
by the Secretary of the Air Force

By: _____
ROBERT M. MOORE, SES, DAF
Director
Air Force Real Property Agency

Witness:

_____

STATE OF TEXAS)
)
COUNTY OF BEXAR)

This document was acknowledged before me this 30th day of September 2011 by Robert M. Moore, Director, Air Force Real Property Agency.

MELISA WALKER HOLLEY
MY COMMISSION EXPIRES
November 2, 2012

(seal)

_____
Notary Public, State of Texas

My Commission Expires: Nov 2, 2012

RECEIVED
2011 SEP 30 PM 3:29
CITY CLERK'S OFFICE
ROME, NY

RECEIVED
SEP 30 2011
Rome Assessor's Office

Former Griffiss AFB, NY

Quitclaim Deed
Parcels A3,A7 (26.345 ac)

ACCEPTANCE

The Grantee hereby accepts this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE: Sept. 29, 2011

COUNTY OF ONEIDA

BY: _____

Attest:

_____

STATE OF NEW YORK)
)
COUNTY OF ONEIDA)

This document was acknowledged before me on the 29th day of Sept. 2011, by Gerald J. FIORINI, Chairman of the Oneida County Board of Legislators

_____
Notary Public, State of NEW YORK

seal

My Commission Expires: 11/20/2013

LINDA M. H. DILLON
Notary Public State of New York
Appointed in Oneida County
My Commission Expires Nov. 20, 2013
Reg. No. 02DI4959026

EXHIBIT A
LEGAL Description

ALL THAT TRACTS, PIECES OR PARCELS OF LAND situate in the City of Rome, and Town of Floyd, County of Oneida and State of New York designated as Parcel A3 and Parcel A7 on a map (consisting of 3 sheets) entitled "Property Map Showing Lands To Be Conveyed By Public Benefit Conveyance to The County of Oneida, City of Rome, Town of Floyd, County of Oneida, State of New York"; made by Michael P. Waters, P.L.S. No. 50027, dated April 30, 2004, and filed in the Oneida County Clerk's Office on June 18, 2004, which said tract, piece or parcel of land is more particularly bounded and described as follows:

Parcel A3

Beginning at a point in Parcel A1A described on the above-referenced map; said point being North 04° 13' 44" West 4,110.08 feet from a capped iron rod found stamped "AFRL-12" located on the west side of Hill Road;

thence through Parcel A1 described on the above-referenced map the following four (4) courses and distances;

1. North 46° 45' 01" West, 936.26 feet to a point;
2. North 43° 14' 59" East, 1,224.92 feet to a point;
3. South 46° 45' 01" East, 936.26 feet to a point;
4. South 43° 14' 59" West, 1,224.92 feet to the place of beginning, being 1,146,844.8± square feet or 26.238 acres, more or less.

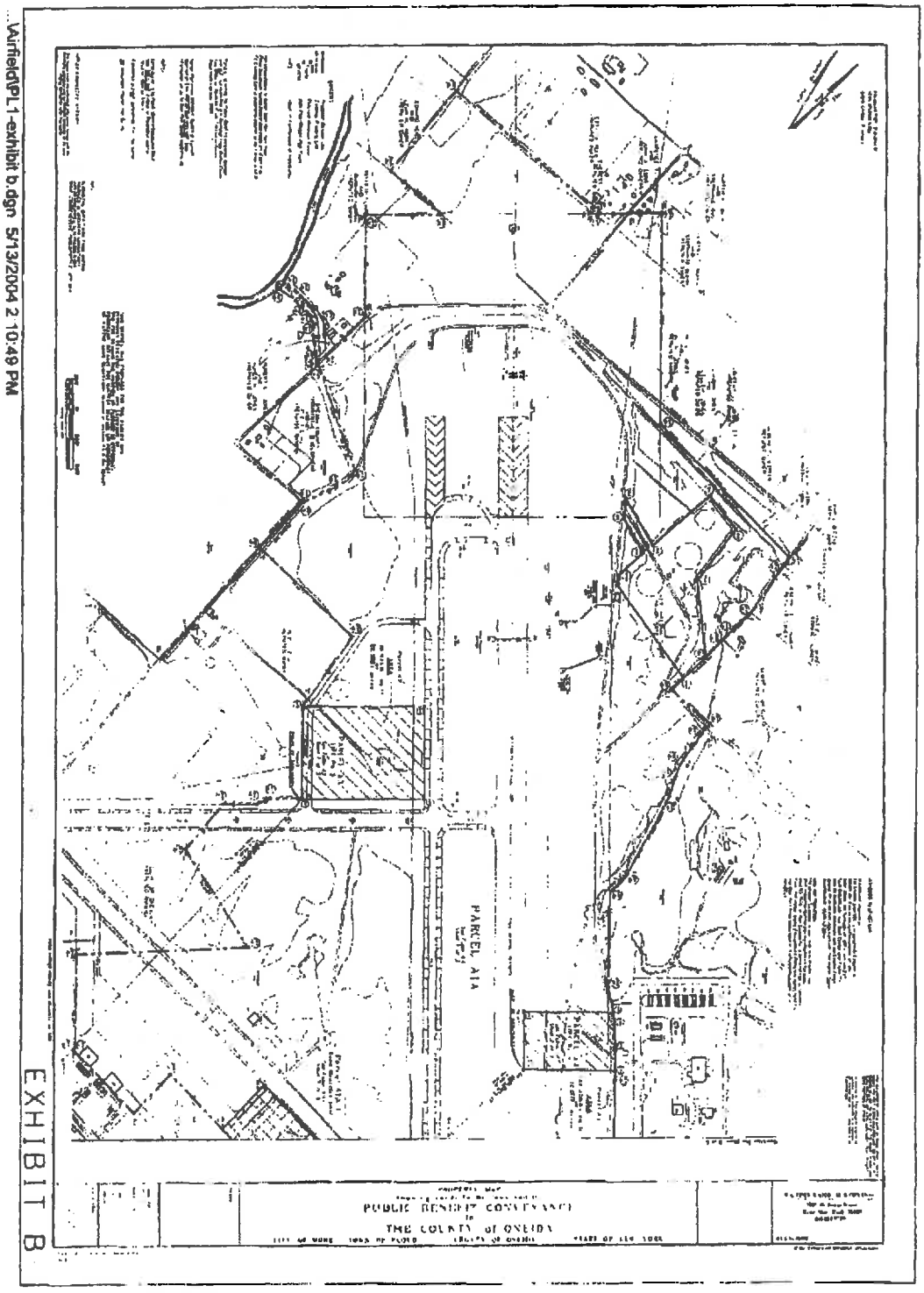
Parcel A7

Beginning at a point in Parcel A1A described on the above-referenced map; said point being North 45° 28' 09" East 504.05 feet from a capped iron rod found stamped "AFRL-31" located on the proposed northerly street boundary of Hangar Road;

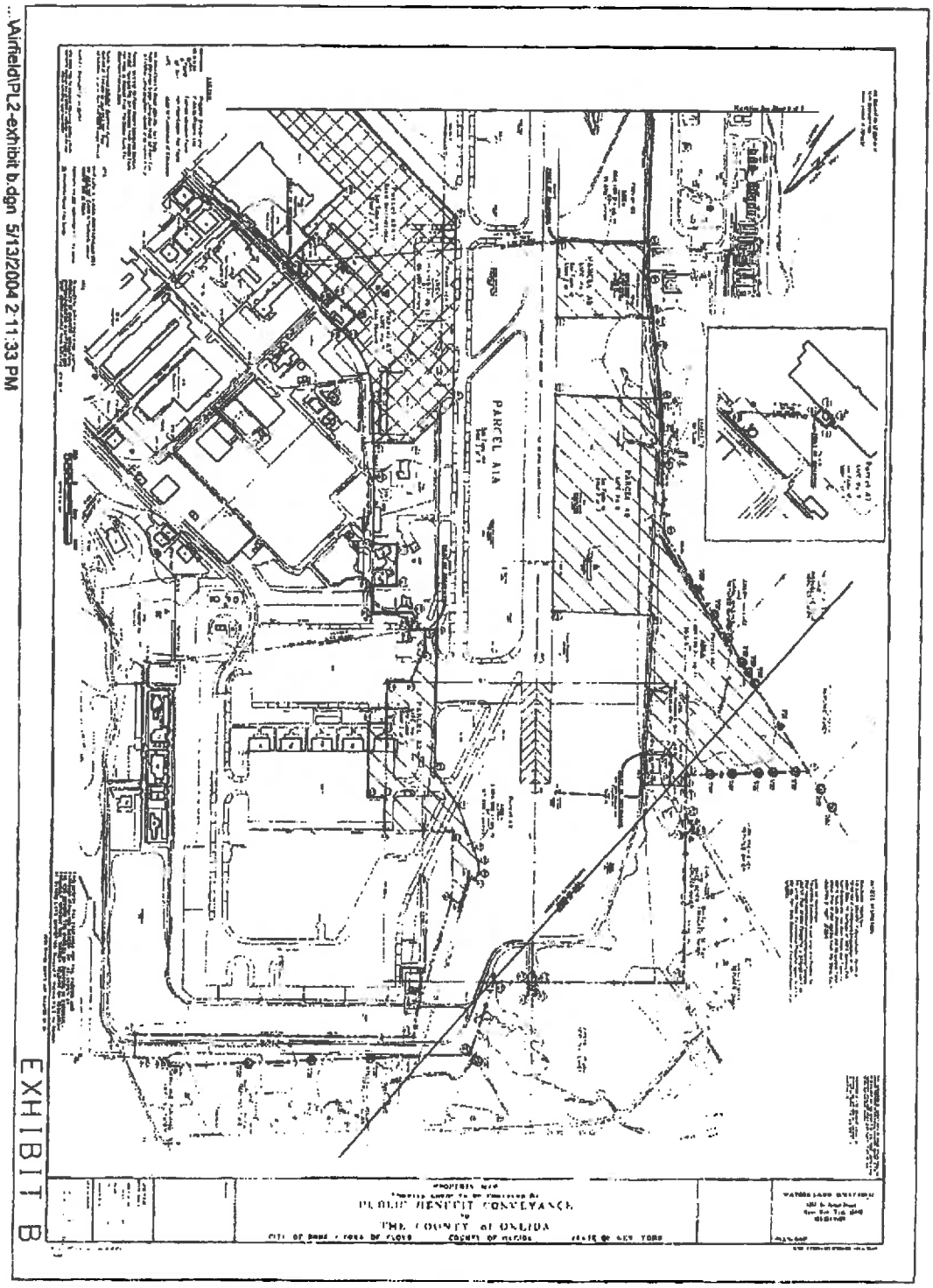
thence through Parcel A1A described on the above-referenced map the following four (4) courses and distances;

1. North 01° 37' 56" West, 55.00 feet to a point;
2. North 88° 02' 29" East, 85.00 feet to a point;
3. South 56° 37' 56" East, 55.00 feet to a point;
4. South 88° 02' 29" West, 85.00 feet to the place of beginning being, being 4,674.9 ± square feet or 0.107 acre, more or less.

This map was filed in the Oneida County Clerk's Office on June 18, 2004.



This map was filed in the Oneida County Clerk's Office on June 18, 2004.



This map was filed in the Oneida County Clerk's Office on June 18, 2004.

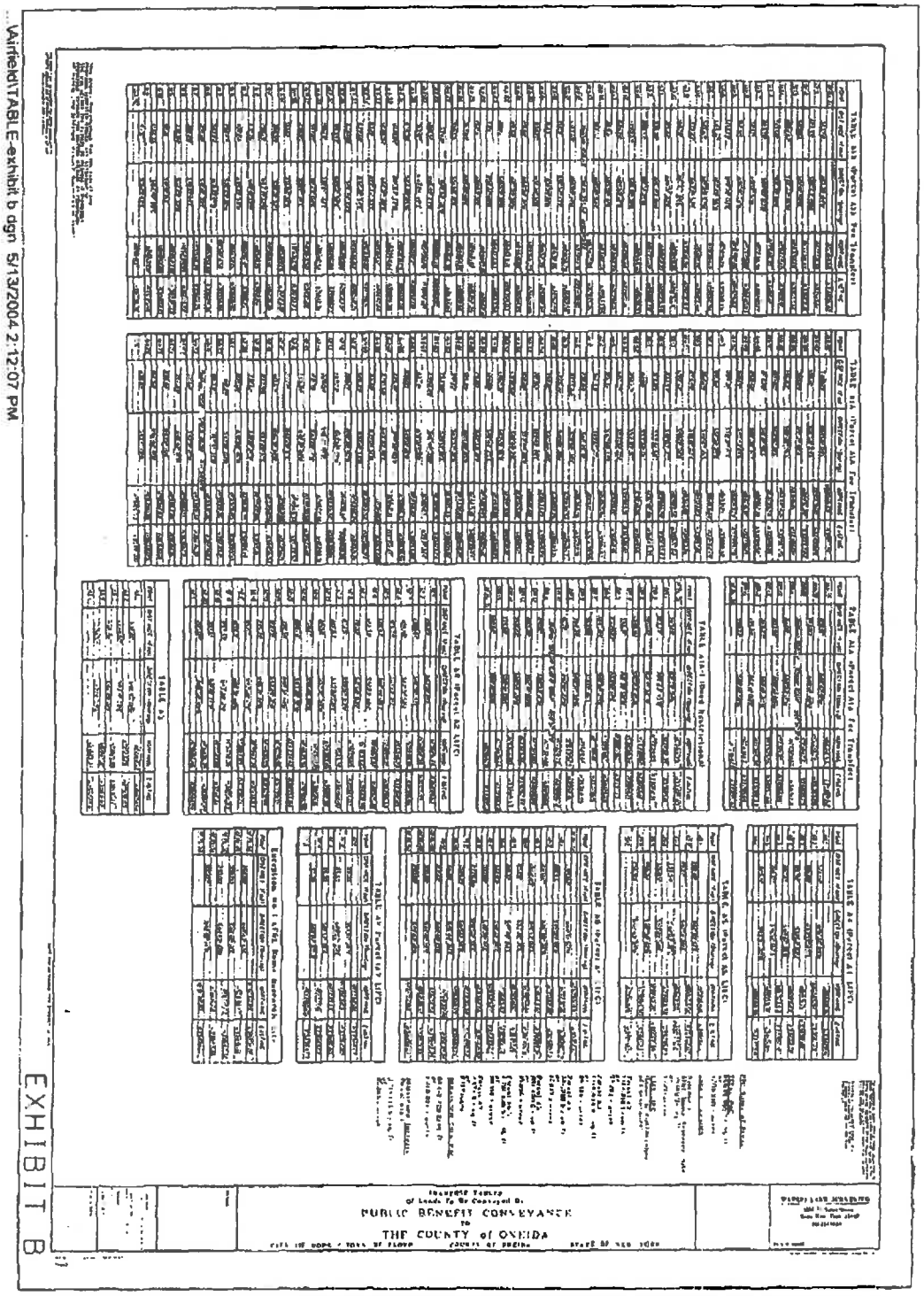


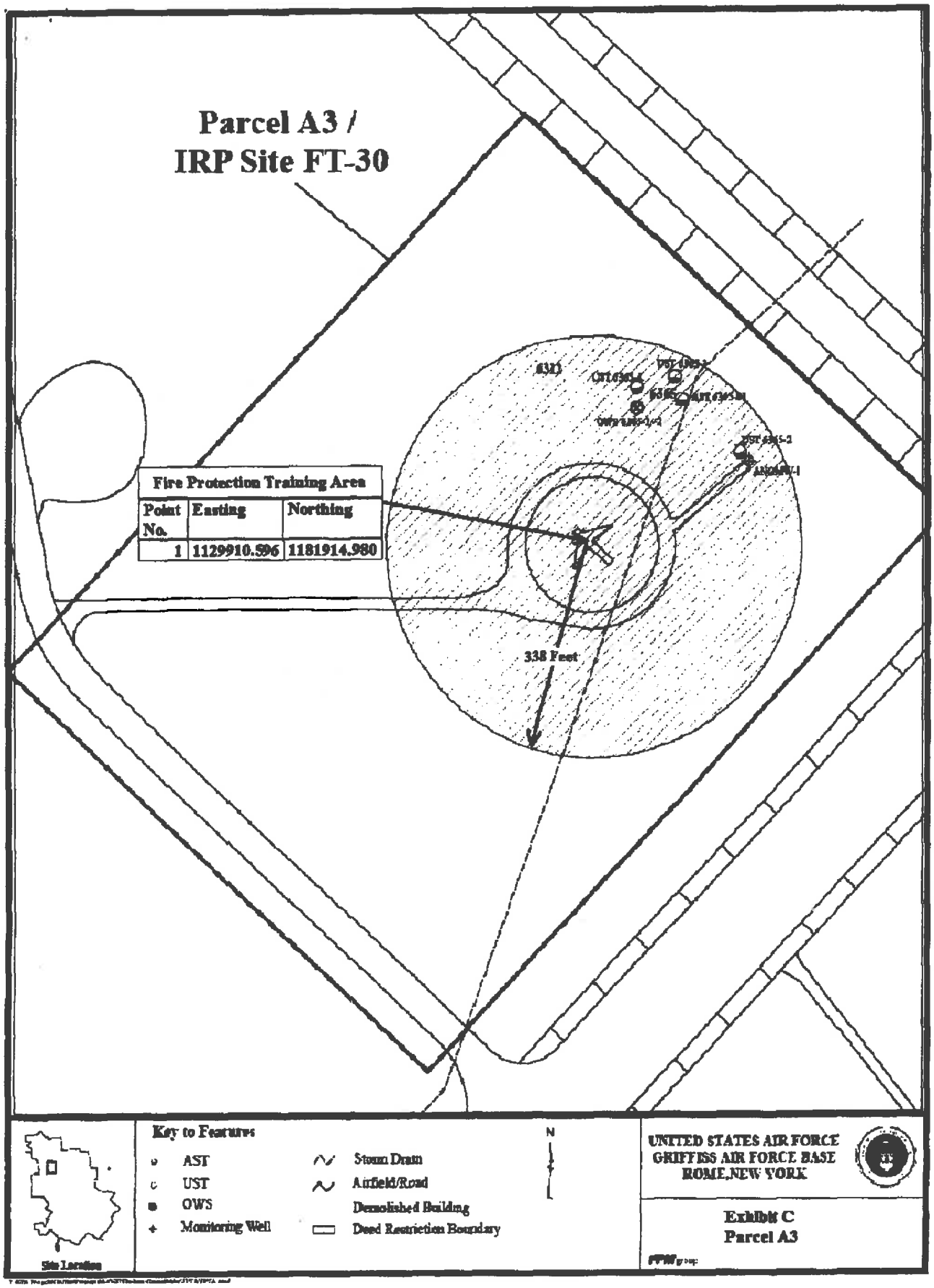
EXHIBIT B
Former Griffiss AFB

NOTICE OF HAZARDOUS SUBSTANCES RELEASED/DISPOSED

The table below provides information from the Basewide EBS and its Supplement and shall serve as a notice of hazardous substances that are known to have been released/disposed of on the property on the former Griffiss Air Force Base, and the dates the release took place. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. § 9620(h).

The Drywell 100 remediation was completed in April 2005. The former drywell, located inside the generator room of Building 100, consisted of a perforated 55-gallon drum installed directly under the floor slab between two active generators. In July 2000, the 55-gallon drum and visually contaminated soil were removed. Further excavation was not undertaken at that time due to the proximity of the two generators to the Drywell 100 excavation area. Remediation recommenced in February 2005 and was completed in April 2005. The remediation included generator relocation, soil excavation, confirmation sampling and analysis, clean soil backfilling, building restoration, and waste disposal. Analysis of the confirmatory soil samples, collected following excavation, confirmed that remediation was successful.
The quantity of the releases are unknown, therefore, the substances listed are based on environmental sampling data. The dates of the releases are also unknown.

Substance	CAS Registry Number	Hazardous Waste ID Number (if applicable)
VOCs		
Ethylbenzene	100–41–4	none
Xylenes	1330–20– 7	U239
SVOCs		
1,2,4-trichlorobenzene	120–82–1	none
Benzo[a]anthracene	56–55–3	U018
Benzo[a]pyrene	50–32–8	U022
Benzo(b)fluoranthene	205–99–2	none
Chrysene	218–01–9	U050
PCBs		
PBC Aroclor-1254	11097–69–1	none
Metals		
Arsenic	7440–38–2	none
Cadmium	7440–43– 9	none
Lead	7439–92– 1	none
Mercury-solid	7439–97– 6	U151
Selenium	7782–49–2	none
Zinc	7440–66– 6	none


Parcel A3 /
IRP Site FT-30
Fire Protection Training Area
Point No. | Easting | Northing
1 | 1129910.596 | 1181914.980
338 Feet
Key to Features
AST
UST
OWS
Monitoring Well
Storm Drain
Airfield/Road
Demolished Building
Deed Restriction Boundary
N
Site Location
UNITED STATES AIR FORCE
GRIFFISS AIR FORCE BASE
ROME, NEW YORK
Exhibit C
Parcel A3

AFRPA - GRIFFISS

PARCELS A3 and A7

FINDING OF SUITABILITY TO TRANSFER (FOST)

Final

August 2011

FINDING OF SUITABILITY TO TRANSFER (FOST)
PARCELS A3 and A7
FORMER GRIFFISS AIR FORCE BASE (AFB), NEW YORK

1. PURPOSE

1.1 The purpose of this FOST is to identify environmental factors associated with certain property at the former Griffiss AFB, NY, and to determine whether the proposed transfer of such property is consistent with the protection of human health and the environment. The Property, which includes the former Fire Protection Training Area (FPTA) and surrounding areas and the Building 100 Generator Room, is described in Section 2 below and will be transferred by deed to the County of Oneida. The County of Oneida has requested conveyance of property pursuant to the Defense Base Closure and Realignment Act of 1990, Pub. L. No. 101-510 and Section 2903 of Pub. L. No. 103-160 (10 U.S.C. § 2687 note). The intended use is for the Griffiss International Airport and/or related services and low intensity open space.

1.2 This FOST is a result of an analysis of information contained in the following documents:

(1) Final Environmental Impact Statement (FEIS) for the Disposal and Reuse of Griffiss Air Force Base, New York, November 1995;
(2) Final Supplemental Environmental Impact Statement (FSEIS) for the Disposal and Reuse of Airfield at Griffiss Air Force Base, New York, September 1999;
(3) Supplemental Record of Decision (SROD) for Disposal and Reuse of former Griffiss Air Force Base Airfield, September 2003;
(4) Basewide Environmental Baseline Survey (EBS) for Griffiss Air Force Base, New York, September 1994;
(5) Basewide Environmental Baseline Survey Update, November 2005;
(6) Draft Final Remedial Investigations (RI) Report dated December 1996;
(7) Griffiss Area of Interest (AOI) Reports dated November 1996 (Group I), May 1997 (Group II and III), July 1998 (Expanded Site Investigation), November 2000 (Year 2000 ESI) and June 2003 (Year 2002 ESI);
(8) Unexploded Ordnance Archives Search Report - Recommendations and Findings, dated November 1997;
(9) Final BRAC Removal Actions (UXO) Report, dated October 30, 1998;
(10) 1993 Inventory of Rare Plant Species and Significant Natural Communities at Griffiss AFB, dated January 25, 1994;
(11) Phase II Archaeological Investigations of twenty (20) Sites at Griffiss AFB, dated April 1997;
(12) Final Removal Action Report for Drywell and Miscellaneous Sites, dated June 2001;
(13) Final Basewide 5-Year Review for the Former Griffiss AFB, June 2005;
(14) Monitoring Report, On-Base Groundwater AOCs, August 2007;
(15) Interim Remedial Action Report for the Fire Protection Training Area, July 2003;
(16) Final Focused Feasibility Study for Drywell 100, July, 2002;
(17) Remedial Action Report for Building 100 Drywell, December 2005;
(18) Final Proposed Plan Fire Protection Training Area FT-30, June 2009
(19) Final Basewide 5-Year Review for the Former Griffiss AFB, April 2010;

(20) Final Record of Decision Fire Protection Training Area, September 2010
(21) Supplemental Environmental Baseline Survey for Parcels A3 and A7, March 2011
(22) Visual Site Inspections (VSIs) conducted in September 2010 and August 2011.

2. PROPERTY DESCRIPTION

Parcels A3 and A7 ("the Property"), depicted on the property map (Exhibit 1), consists of approximately 26.03 acres located in the north-western and central portions of the former Griffiss AFB. The Property includes the former FPTA and the Building 100 Generator Room.

3. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE

The environmental impacts of this transfer have been adequately analyzed and disclosed in compliance with NEPA. These impacts are analyzed in the Final Environmental Impact Statement (FEIS) for the Disposal and Reuse of Griffiss Air Force Base, New York dated November 1995 and in the Final Supplemental Environmental Impact Statement (FSEIS) for the Disposal and Reuse of Airfield at Griffiss Air Force Base, New York dated September 1999. Based on these analyses, the environmental impacts of proceeding with the transfer are not sufficiently adverse to human health and the environment to out-weigh the other advantages to the community and the public interest of this transfer and to prevent the transfer of the Property.

4. ENVIRONMENTAL CONDITION OF THE PROPERTY

Based on a review of the Basewide EBS, the 2011 SEBS, and VSI of the Property, the Property is considered Department of Defense (DoD) Environmental Condition Category 2 and Category 4. Category 2 areas are those areas where only release or disposal of petroleum products has occurred and Category 4 areas are those where the release, disposal , and /or migration of hazardous substances has occurred, and all removal or remedial actions to protect human health and the environment have been taken.

The Property's condition has changed from the condition identified in the original Basewide EBS as Category 5, areas where release, disposal, and/or migration of hazardous substances has occurred and removal or remedial actions are underway, but all required actions have not yet been implemented, and Category 7, areas that are not evaluated or that require additional evaluation.

The remediation of FT-30, Fire Protection Training Area and Drywell 100 has been accomplished.

The United States Environmental Protection Agency (USEPA) has concurred that all removal or remedial actions to protect human health and the environment have been taken.

5. DEED RESTRICTIONS AND NOTIFICATIONS

The environmental documents listed in Section 1.2 were evaluated to identify environmental factors listed in Exhibit 2 that may warrant constraints on certain activities in order to minimize

or eliminate risks to human health or the environment. Such constraints typically are embodied as permanent restrictions in the deed or as a specific notification to the transferee. The factors to be considered in determining deed restrictions or specific notifications as required are identified in Exhibit 3 and are discussed below.

The Air Force has determined that the remaining factors listed in Exhibit 3 do not pose an unacceptable threat to human health or the environment, consistent with governing regulatory processes, and, therefore, do not require deed restrictions or notifications to the Transferee and thus are not discussed below.

5.1 Hazardous Substances Notification

Consistent with the provisions of CERCLA § 120(h)(3), which requires that whenever federal property on which hazardous substances were stored for one (1) year or more, released or disposed of is conveyed by deed, each deed entered into for the conveyance of such property will include a notice of the type and quantity of such hazardous substances and of the time at which such storage, release or disposal took place. This notice requirement was codified at 40 CFR Part 373 which provides that the notice requirement applies only when hazardous substances are or have been stored for one (1) year or more in quantities greater than or equal to: (1) 1,000 kilograms or the hazardous substances CERCLA reportable quantity as described in 40 CFR Part 302.4, whichever is greater (40 CFR Part 373.2(b)); or (2) 1 kilogram if the substance is an acutely hazardous substance found in 40 CFR Part 261.30 (40 CFR Part 373.2(b)). Additionally, this regulation also provides that the notice required for the known release of hazardous substances applies only when the hazardous substances are or have been released in quantities greater than or equal to the substance's CERCLA reportable quantity found in 40 CFR Part 302.4.

No hazardous substances in quantities exceeding 1,000 kilograms or the hazardous substances reportable quantity found at 40 CFR Part 302.4 (whichever was greater) were stored for a period of one (1) year or more. However, as noted in Section 5.2, hazardous substance releases to the soil and/or groundwater are known to have occurred within the boundaries of Parcel A7. Documentation associated with this release could not be found, the date and quantity of release are unknown, and is it not known whether the releases were in quantities greater than or equal to the substance's CERCLA reportable quantity found at 40 CFR Part 302.4. Since a release occurred, consistent with CERCLA requirement for notification of hazardous substance releases, a Notice of Hazardous Substance Release, to the extent such information is available, is provided in Exhibit 7

5.2 Environmental Restoration Program: Installation Restoration Program (IRP) sites, Environmental Compliance-Closure Related (EC-CR) sites, and Areas of Concern (AOC)

The Air Force, USEPA, and New York State Department of Environmental Conservation (NYSDEC) entered into a Federal Facility Agreement (FFA) effective August 21, 1990, under Section 120 of CERCLA.

There are areas located within the boundaries of the Parcel A7 Property where release, disposal, and/or migration of hazardous substances have occurred, and all removal or remedial actions to protect human health and the environment in accordance with CERCLA §120(h)(3) have been taken.

Pursuant to CERCLA Section 120(h)(3)(A)(ii) the USAF will include a covenant in the deed warranting that all remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to Section 120(h)(3)(A)(i)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 remaining on the Property has been taken before the date of this Deed. In addition, the USAF will include in the deed a covenant warranting that any additional remedial action found to be necessary after the date of this Deed shall be conducted by the United States. The warranty set is limited to response actions found to be necessary to protect human health and the environment from conditions existing at the time of the deed. 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 that either (1) introduces new or additional contamination, (2) results from a breach of any environmental restriction set forth in this deed, or (3) increases the cost of the required response action by improperly managing any contamination or contaminated soil or water existing on the Property on the date of the Deed from the United States.

The deed will also reserve a right of access as required by CERCLA 120(h)(3)(A)(iii) to allow continued access for the Air Force (or its designated contractor) and regulatory agencies to monitor the effectiveness of cleanup actions, monitor and enforce the environmental use restrictive covenants, and/or take additional remedial or removal actions.

The determination that all remedial action necessary has been taken to protect human health and the environment is as described below.

5.2.1 FT-30, FPTA, located in Parcel A3, began operation in 1960. From 1960 to 1986, fire training activities were conducted on bare soils. Approximately 497 cubic yards of contaminated soils were excavated from the site in 1985. In 1986, a concrete basin was constructed for the fire training activities. In 1994, several soil samples were collected throughout the site from soil borings. Results indicated, four SVOC detections, 10 metals detections, and a cyanide detection. In 1995, two NYSDEC Spill numbers were assigned to the FPTA, these include, number 9510184 and number 9510187. NYSDEC Spill number 9510184 is associated with the historical petroleum contamination at the entire FPTA site, and number 9510187 is associated with a petroleum release at UST-6365-02. Soil excavation was performed in 1996 removing 2,000 cubic yards of contaminated soils. In 1998 and 1999, the concrete basin was removed, Building 6365 was demolished, and contaminated soils were excavated. Soil samples were collected during the excavation in 2001. Results indicated VOCs and SVOCs were detected; however, concentrations were below Spill Technology and Remediation Series (STARS) Guidance Levels. Petroleum contaminated soils removed from the site were transported to the Apron 1 landfarm and are underwent bioremediation. Groundwater sampling was conducted at the site in 1994, 1997, 1998, 1999, 2003, 2004, 2005, 2006, and 2007. The latest groundwater data shows no VOC or SVOC contamination above NYS Groundwater Standards. The open NYSDEC Spill numbers associated with the FPTA will be closed under the NYSDEC Spills Program. Closure

of NYSDEC Spill number 9510184 is pending regulatory review, and closure of NYSDEC Spill number 9510187 is pending the completion report submission for the treatment of excavated soil via bioremediation.

Although all known contamination sources have been removed from the FPTA AOC, the Air Force evaluated the potential for Soil Vapor Intrusion (SVI). The evaluation identified that no structures that are occupied are present within the FPTA AOC. In addition, the FPTA AOC is located within the boundary of the operational County Airport, and the Federal Aviation Administration regulations prohibit construction within the operational airport boundaries. Based on the absence of structures that can be occupied within the FPTA AOC boundaries and regulatory prohibitions related to construction within the operational airport boundaries, SVI sampling was not performed at this time.

The Fire Protection Training Area Record of Decision (ROD) was signed on September 22, 2010 by the Air Force and on September 28, 2010 by the USEPA with concurrence from the NYSDEC. The ROD requires a land use control to be implemented requiring future property owners to perform a SVI evaluation prior or mitigation during construction of a new facility within the FT-30 IRP Site boundary should the Airfield close. Any such mitigation or evaluation will be coordinated with the EPA and NYSDEC. The need for the SVI Land Use Control (LUC) will be evaluated as part of the 5-Year Review process.

The Air Force has evaluated the risks associated with this site and has determined that this Property can be used as long as the required restrictions are included in the proposed Deed, as identified below for Parcel A3, without posing unacceptable risk to human health or the environment, and without interference with the environmental restoration process. The boundaries of the restricted areas are illustrated in Exhibit 1. The restriction is:

The ROD requires a land use control to be implemented requiring future property owners to perform a SVI evaluation prior to or mitigation during construction of a new facility within the FT-30 IRP Site boundary should the Airfield close. Any such mitigation or evaluation will be coordinated with the USEPA and NYSDEC.

5.2.2 Underground and Aboveground Tanks (USTs & ASTs)

USTs and one AST were formerly located on the property. The Air Force has taken necessary steps, to include sampling where appropriate, to close all the USTs and ASTs. Table 5.2.2 summarizes the storage tanks that existed on the Property and includes tank number, contents, capacity, location, release/spill numbers, tank status, and removal dates, as applicable.

Table 5.2.2
Storage Tanks

Tank Number/ Contents	Tank Capacity (gallons)	Location	Releases/ Spill Number /Status	Tank Status/Removal Project Number	Tank Closure Date
UST-6365-01 JP-4/JP-8 (A3)	10,000	East of FPTA	None	Removed 1994/ 920077	1994
UST-6365-02 JP-4/JP-8 (A3)	6,000	West of FPTA	3,000 gallons/ NYSDEC Spill number 9510187/ Open – Landfarming*	Removed 1997/ Air National Guard	1997
UST-6365-03 JP-4/JP-8 (A3)	6,000	West of FPTA	None	Removed 1994/ 920076	1994
AST-6365-01 Waste JP-8 (A3)	6,000	West of FPTA	None	Removed 1999/ 996020	1999

*Note: The remedial objectives of the site have been achieved and closure of NYSDEC spill number 9510187 is pending the completion of the treatment of the excavated soil via bioremediation (Landfarming).

5.2.3 Oil/Water Separators (OWS)

OWSs were formerly located on the Property. Table 5.2.3 lists the OWS numbers, location, releases, and OWS status/closure.

Table 5.2.3
Oil/Water Separators

OWS Number	Location	Releases/Spill Number/Status	OWS Status/Removal Project Number	OWS Closure Date
OWS-6365-01 (A3)	North of the FPTA (6,000 gal)	Overflow/ NYSDEC Spill #9510184/ Open	Removed 1993 920076	1993/ IRP Site FT-30
OWS-6365-02 (A3)	North of the FPTA (6,000 gal)	None	Removed 1999/ 996020	OPEN/ IRP Site FT-30

Note: Closure of NYSDEC spill number 9510184 has been requested by the Air Force based on the interim remediation and groundwater monitoring at the site.

5.2.4 Drywell(s)

Parcel A7 had one Drywell. Drywell 100 was located inside the generator room on the south side of Building 100. The former drywell consisted of a perforated 55-gallon drum, which was installed directly under the floor slab of the generator room between two active generators used for emergency lighting and power generation. Waste oil, generated from changing the PCB-contaminated dielectric oils in the electrical switches, was disposed in the floor drain connected to the Drywell.

As part of a site investigation conducted in 1998, one groundwater sample was collected from temporary well D100-SSO1GW and analyzed for VOCs, SVOCs, PCBs, and TRPH. No VOCs or PCBs were detected in this sample. Three SVOCs were detected at concentrations below the NYSDEC Class GA groundwater standards. One groundwater sample was also collected from permanent well 100-MW-0l. No VOCs or SVOCs were detected above groundwater standards and previous quarterly sampling at this well in 1992-1993, yielded no VOCs, SVOCs, or PCBs above groundwater standards. In July 2000, the 55-gallon drum and visually contaminated soil were removed. Further excavation was not undertaken at that time due to the proximity of the two generators on either side of the Drywell 100 area. In February through April 2005, work at Drywell 100 included generator relocation, soil excavation, confirmation sampling and analysis, backfilling with clean soil, building restoration, and waste disposal. Confirmatory soil samples were collected following excavation and analyzed for PCBs, VOCs, SVOCs, and metals. Four sidewall samples and four bottom samples were collected. The analytical results confirmed that the PCB cleanup goal of less than 10 ppm was achieved, and the VOCs, SVOCs, and metals were below the NYSDEC Technical and Administrative Guidance Memorandum (TAGM) 4046 standards. In addition, a concrete chip sample collected from the concrete removed from the generator foundation was determined to be non-detect for PCBs. The NYSDEC, USEPA, and Air Force agreed that the project goals had been met and the site was restored. There are no land use controls associated with this site.

5.3 Military Munitions: Unexploded Ordnance (UXO), Discarded Military Munitions (DMM), Waste Military Munitions (WMM), Explosive Soils, Explosive Debris, and/or Munitions Constituents

The risk associated with the possible presence of unexploded ordnance remaining on the Property 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.

There were eleven (11) former munitions related sites at Griffiss AFB that were identified for further investigation. None of the eleven (11) munitions related sites were identified on the Property.

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.

Notice will be provided in the Deed that in performing any ground-disturbing activities on the Property, the transferee will use its best efforts to identify ordnance or ordnance-related material, and, upon discovery of any such ordnance or ordnance-related materials, the transferee will immediately cease work and notify the Air Force.

5.4 Asbestos-Containing Material (ACM)

The Property, Building 100, contains asbestos-containing materials.

ACM in Structures or Buildings: During an inspection in 1990 of Building 100, ACM was positively identified. The transferee will be advised through the Deed of the presence of the ACM. The asbestos observed during the September 2010 and August 2011 VSIs generally appeared in good condition. The Deed will require the transferee to remove or remediate any ACM that becomes damaged or deteriorated. No damaged or deteriorated ACM was noted during the September 2010 or August 2011 VSIs.

ACM in Utility Pipelines: No CERCLA remedial action for ACM in below ground utility pipelines is required. ACM, such as transite pipes or pipes wrapped with asbestos insulation, may be found in (or on) utility pipelines located on the Property. ACM associated with utility pipelines below ground does not pose a threat to human health or environment as long as it is not disturbed, or, if it is disturbed, proper care is taken to manage and dispose of it. Utility pipelines below the ground have not been inspected. The recipients and subsequent transferees will be given notice of the possibility of ACM in utility pipelines through a notice in the Deed. The Deed will provide notice to the property recipients that the Air Force will not be responsible for the ACM in utility pipelines.

ACM in Demolition Debris: ACM, which was commonly used in building materials, may be located at building demolition locations. Based upon an inspection of the Property and a review of the environmental baseline survey reports, no such locations are specifically known to be present on the former Griffiss AFB. No CERCLA remedial action is required at this time. However, it is possible that there are undiscovered locations where demolition debris may be found by the property recipient or subsequent transferees during ground disturbance activities. The property recipient or subsequent transferees will be cautioned by notice in the Deed to exercise care during ground disturbing activities. The transferee will be required to notify the Air Force promptly of any demolition debris containing friable asbestos and believed to be associated with Air Force activities. The property recipient or subsequent transferees will be required to allow the Air Force a reasonable opportunity to investigate and, if a CERCLA response action is necessary, to accomplish it.

General: The deed will contain a provision stating that the property recipient and subsequent transferees, in their use and occupancy of the property, will be responsible for complying with all applicable Federal, state, and local laws relating to asbestos. The deed will also state that the Air Force will be responsible for conducting any CERCLA remedial action found to be necessary for hazardous substances released or disposed of on the property prior to the date of the deed, so long as the property recipient is not a potentially responsible party under CERCLA for the release or disposal. The above response assurance by the Air Force does not mean the Air Force will perform or fund any remediation to accommodate a change in land use desired by the property recipient that is inconsistent with use restrictions or covenants contained in the deed or other related property transaction documents.

5.5 Lead-Base Paint (LBP) – Facilities other than Target Housing & Residential Property

LBP and/or LBP hazards might be present in facilities other than target housing and residential property on the property if the facilities were built prior to 1978. The Transferee will be notified through the supporting SEBS, of the possible presence of LBP and/or LBP hazards in these facilities. Notice was provided to the Transferee in the contract for sale that the Transferee would be responsible for managing all LBP and potential LBP in compliance with all applicable laws and regulations. The transferee will restrict construction, alteration, or modification (to include paint stripping or sanding) without prior testing of the paint prior to the initiation of the activity.

5.6 Lead-Based Paint and Lead-Based Paint Containing Materials and Debris (collectively "LBP")

Lead-based paint was commonly used prior to 1978 and may be located on the Property. The Transferee is advised to exercise caution during any use of the Property that may result in exposure to LBP. Appropriate notification and transferees responsibilities, consistent with AFRPA policy, will be provided in the deed relative to this fact of common use of LBP prior to 1978.

6.0 REGULATOR COORDINATION

The NYSDEC and the USEPA were notified on April 6, 2011, of the initiation of the Supplemental Environmental Baseline Survey (SEBS) and FOST. Consolidated draft documents were provided on April 12, 2011 for formal review and comment. Regulator comments were received from the USEPA on July 15, 2011 and from the NYSDEC on July 5, 2011. A draft final FOST was provided for final coordination on July 25, 2011. USEPA, in letter dated August 2, 2011, provided final regulatory concurrence (Exhibit 5).

7.0 PUBLIC NOTICE

Public notice, as required by the FOST process, was provided on April 21, 2011 (a copy of notice is included in Exhibit 4).

8.0 FINDING OF SUITABILITY TO TRANSFER

The proposal to transfer this Property has been adequately assessed and evaluated for: (a) the presence of hazardous substances and contamination on the Property, (b) environmental impacts anticipated from the intended use of the Property, (c) the adequacy of use restrictions and notifications to ensure that the intended use is consistent with protection of human health and the environment, and (d) adequate notice of disclosures, including those required by CERCLA 120(h). The anticipated future use of this property does not present a current or future risk to human health or the environment, subject to inclusion and compliance with the appropriate restrictions on use and disclosures as addressed above. The Property, therefore, is suitable for transfer.

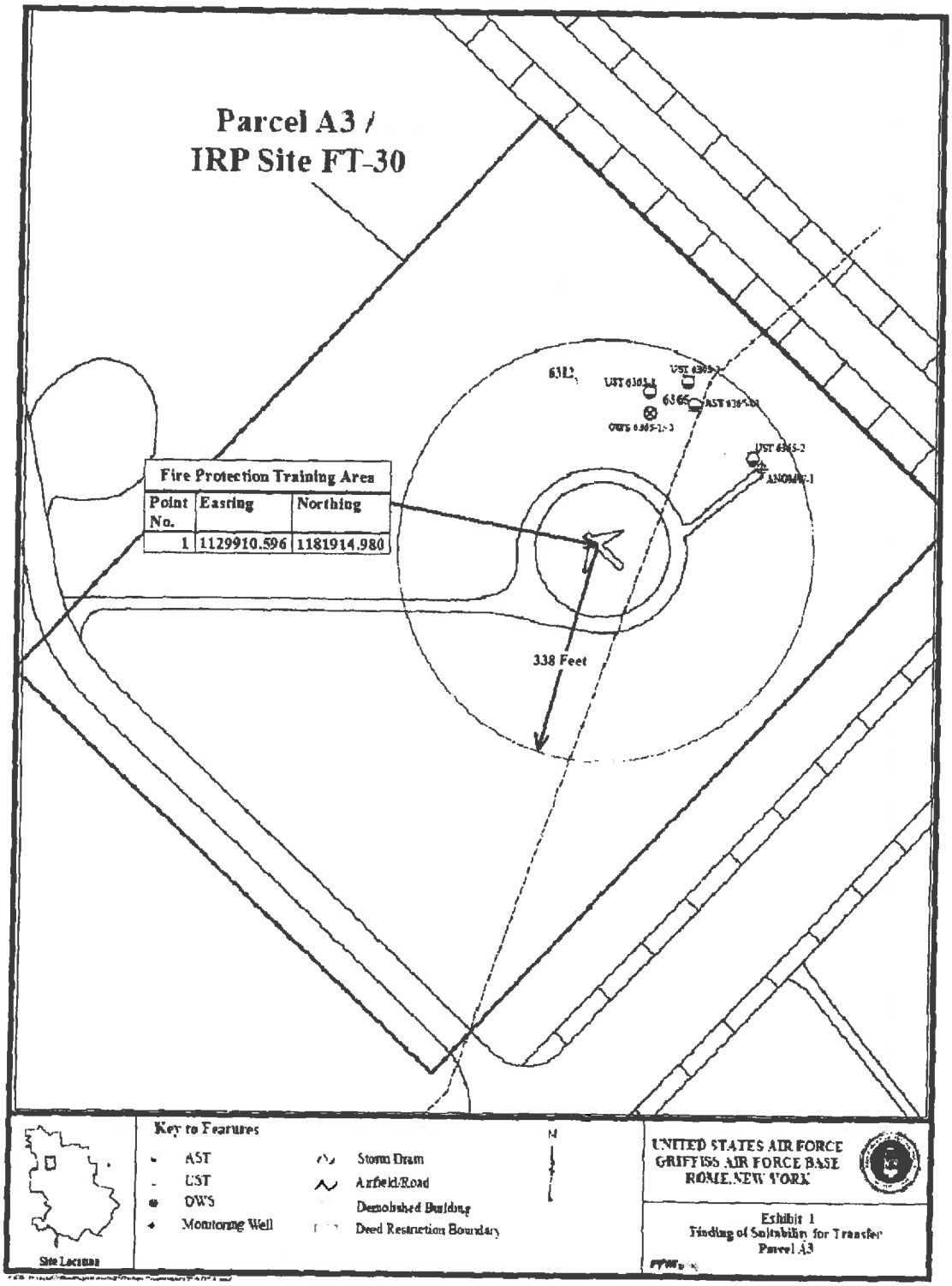
26 September 2011
Date

ROBERT M. MOORE
Director, SES
Air Force Real Property Agency

Exhibits:
1. Property Maps
2. Environmental Factors Considered
3. Notice of Hazardous Substances Released/Disposed
4. Public Notice
5. Regulator Concurrence
6. Supplemental Environmental Baseline Survey

Exhibit 1

Former Griffiss AFB
FINDING OF SUITABILITY TO TRANSFER (FOST)
PARCELS A3 and A7
PROPERTY MAP


Parcel A3 /
IRP Site FT-30
Fire Protection Training Area
Point No.
Easting
Northing
1
1129910.596
1181914.980
338 Feet
6312
6365
ANOMW-1
Key to Features
AST
UST
OWS
Monitoring Well
Storm Drain
Airfield/Road
Demolished Building
Deed Restriction Boundary
N
Site Location
UNITED STATES AIR FORCE
GRIFFISS AIR FORCE BASE
ROME, NEW YORK
Exhibit 1
Finding of Suitability for Transfer
Parcel A3

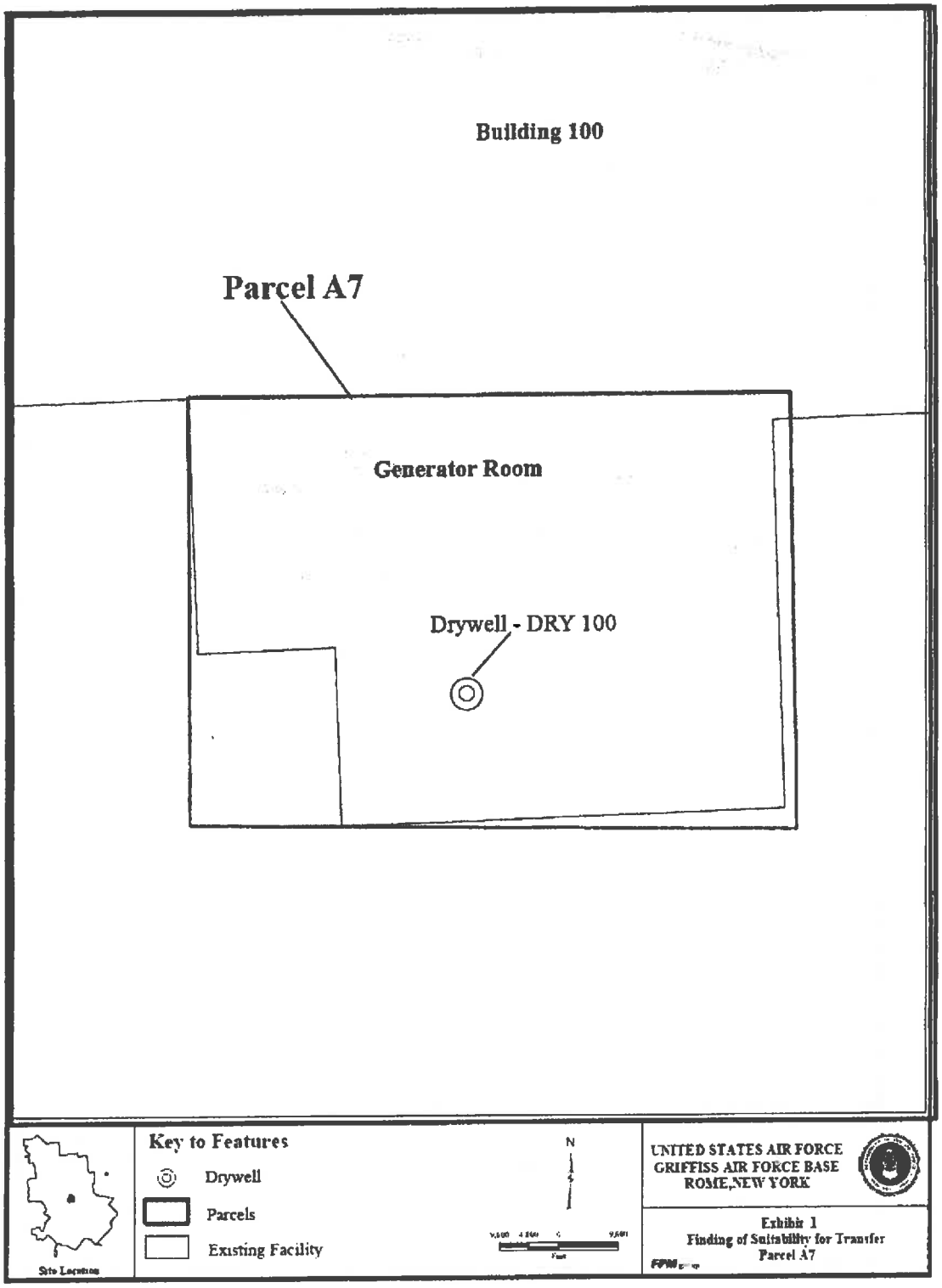

Building 100
Parcel A7
Generator Room
Drywell - DRY 100
Site Location
Key to Features
Drywell
Parcels
Existing Facility
N
UNITED STATES AIR FORCE
GRIFFISS AIR FORCE BASE
ROME, NEW YORK
Exhibit 1
Finding of Suitability for Transfer
Parcel A7

Exhibit 2

Deed Restriction/ Disclosure or Notification Required?		*Environmental Factors Considered*
No	**Yes**	
		Environmental Restoration, Hazardous Substances, Petroleum
	X	Hazardous Substances (Notification)
	X	Installation Restoration Program (IRP) and Areas of Concern
X		Medical/Biohazardous Wastes
	X	Oil/Water Separators (OWSs)
	X	Unexploded Ordnance
X		Radioactive & Mixed Wastes
	X	Storage Tanks (UST/AST)
		Disclosure Factors/Resources:
	X	Asbestos
X		Groundwater Quality
X		Drinking Water Quality
X		Indoor Air Quality
X		Lead-Based Paint (High-Priority Facilities)
	X	Lead-Based Paint (Other Facilities)
X		PCB Containing Equipment
X		Radon
		Other Factors:
X		Air Conformity/Air Permits
X		Energy (Utilities)
X		Flood plains
X		Hazardous Waste Management
X		Historic Property (Archeological/Native American, Palentological)
X		OSHA (Occupational Safety & Health Administration)
X		Outdoor Air Quality
X		Prime/Unique Farmlands:
X		Sanitary Sewer Systems (Wastewater)
X		Sensitive Habitat
X		Septic Tanks (Wastewater)
X		Solid Waste (Disposal of demolition materials)
X		Threatened and Endangered Species
X		Transportation
X		Wetlands

Exhibit 3

Former Griffiss AFB
FINDING OF SUITABILITY TO TRANSFER
PARCEL A7

NOTICE OF HAZARDOUS SUBSTANCES RELEASED/DISPOSED OF

Notice is hereby provided that the information set out below from the Basewide EBS and its Supplement provides notice of hazardous substances that are known to have been released or disposed of on the property. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or "Superfund") 42 U.S.C. section 9620(h).

The Drywell 100 remediation was completed in April 2005. The former drywell, located inside the generator room of Building 100, consisted of a perforated 55-gallon drum installed directly under the floor slab between two active generators. In July 2000, the 55-gallon drum and visually contaminated soil were removed. Further excavation was not undertaken at that time due to the proximity of the two generators to the Drywell 100 excavation area. Remediation recommenced in February 2005 and was completed in April 2005. The remediation included generator relocation, soil excavation, confirmation sampling and analysis, clean soil backfilling, building restoration, and waste disposal. Analysis of the confirmatory soil samples, collected following excavation, confirmed that remediation was successful.
The quantity of the releases are unknown, therefore, the substances listed are based on environmental sampling data. The dates of the releases are also unknown.

Substance	CAS Registry Number	Hazardous Waste ID Number (if applicable)
VOCs		
Ethylbenzene	100–41–4	none
Xylenes	1330–20–7	U239
SVOCs		
1,2,4-trichlorobenzene	120–82–1	none
Benzo[a]anthracene	56–55–3	U018
Benzo[a]pyrene	50–32–8	U022
Benzo(b)fluoranthene	205–99–2	none
Chrysene	218–01–9	U050
PCBs		
PBC Aroclor-1254	11097–69–1	none
Metals		
Arsenic	7440–38–2	none
Cadmium	7440–43–9	none
Lead	7439–92–1	none
Mercury-solid	7439–97–6	U151
Selenium	7782–49–2	none
Zinc	7440–66–6	none

Exhibit 4

Former Griffiss AFB
FINDING OF SUITABILITY TO TRANSFER (FOST)
PARCELS A3 and A7
PUBLIC NOTICE

Griffiss Air Force Real Property Agency
PUBLIC NOTICE

FINDING OF SUITABILITY TO TRANSFER (FOST)
Parcels A3 & A7

The U.S. Air Force Real Property Agency (AFRPA) intends to transfer approximately 26.03 acres of the former Griffiss Air Force Base to the County of Oneida.

The Finding of Suitability to Transfer (FOST) for **Parcel A3**, which includes the Fire Protection Training Area, and **Parcel A7**, the mechanical room of Building 100, is based on extensive reviews of the environmental condition of the property which were performed in consultation with federal and state environmental regulatory agencies.

Based on the completion of the Environmental Impact Statement and pursuant to the Records of Decision on the Reuse and Disposal of Griffiss Air Force Base dated June 1996 and September 1999 the property will be transferred by a Public Benefit Conveyance.

The property became available as a result of the Defense Base Closure and Realignment Act of 1990 (Public Law # 101-510), and the subsequent realignment of Griffiss Air Force Base.

Copies of the FOST including regulatory comments, AFRPA responses, and supporting environmental documentation, including the Supplemental Environmental Baseline Survey (SEBS), will be added to the Administrative Record.

Individuals interested in reviewing the information may contact:

Mr. Michael McDermott
BRAC Environmental Coordinator
Air Force Center for Engineering and the Environment
428 Phoenix Drive
Rome, NY 13441
Phone: 315-356-0810, ext. 202

State of New York
County of Oneida } **ss:**

I, Kathleen A. Vescio, being sworn, says that he is, and during the time hereinafter mentioned, was Legal Advertising Representative of the DAILY SENTINEL, a newspaper printed and published in the County of Oneida, aforesaid; and that the annexed printed Notice was inserted and published in said Newspaper once/ commencing

on the 21st day of April 20 11

to wit: April 21st, 2011

April 21st 20 11

Sworn to before me this 21st day of April 20 11

LaVern A. Rivers Notary Public

LaVern A. Rivers
Notary Public State of New York
County of Oneida
Reg. #01R16092227
My Commission Expires 07-20-2013

Exhibit 5

Former Griffiss AFB
FINDING OF SUITABILITY TO TRANSFER (FOST)
PARCELS A3 and A7
REGULATOR CONCURRENCE

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2
290 BROADWAY
NEW YORK, NY 10007-1866

AUG 2 2011

Mr. Michael F. McDermott
AFCEE/EXC – Griffiss
Building 750
428 Phoenix Drive
Rome, NY 13441

Re: Finding of Suitability to Transfer – Parcels A3 & A7

Dear Mr. McDermott:

The U.S. Environmental Protection Agency (EPA) has reviewed the draft-final, Finding of Suitability to Transfer (FOST), Supplemental Environmental Baseline Survey (SEBS), response to comments and supporting information for Parcels A3 & A7, dated July, 2011. The parcels comprising approximately 26.03 acres are located in the northeast and central portions of the base.

Parcel A3, approximately 26 acres, includes the Fire Protection Training Area (FPTA) area of concern. This area was used for fire training activities beginning in the 1960's until 1986. On Sept. 28, 2010, a Record of Decision was signed documenting several removal actions performed, in which contaminated material was removed from the site. Following these removal actions, sampling of the soil and groundwater confirmed the site closed.

Parcel A7, 0.3 acres, had one area of interest, a drywell located inside the generator room on the south side of Building 100. The drywell consisted of a perforated 55-gallon drum which was removed in July of 2000. Confirmatory sampling indicated that no residue contamination above standards.

Upon review of these documents and supporting data, the EPA has found that the documents are acceptable and comply with Department of Defense transfer guidance.

Sincerely,

A. Carpenter

Angela Carpenter, Chief
Special Programs Branch

cc: S. DiMeo, Executive Director (GLDC)

GRI-EDC-2000-001-D-14
Building 750
Oneida County Industrial Development Agency

4.07 Acres

2003-018361
07/29/2003 02:53PM
Page: 1 of 9
D
Richard D. Allen, Oneida County Clerk

F4C
275
B/750

QUITCLAIM DEED

R+R:
SAUNDERS, KAHLER & LOCKE, LLP.
ATTORNEYS AT LAW
SUITE 1400
185 GENESEE STREET
UTICA, NEW YORK 13501-2194
Att: Terri

I. PARTIES

THIS DEED is made and entered into this 21st day of February, 2003, by and between THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the **Defense Base Closure and Realignment Act of 1990**, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder (the "Grantor"), and the Oneida County Industrial Development Agency ("OCIDA"), an instrumentality and public benefit corporation under the laws of the State of New York (the "Grantee"). (Unless the context otherwise specifically provides, when used in this Deed, "Grantor" includes the assigns of the Grantor and "Air Force" includes any successor entity to the Department of the Air Force or any successor to the Secretary of the Air Force, and "Grantee" includes the successors and assigns of the Grantee.)

II. CONSIDERATION AND CONVEYANCE

COPY

WITNESSETH, THAT in consideration of the sum of TEN DOLLARS ($10.00), receipt of which is hereby acknowledged, the Grantor hereby quitclaims to the Grantee, whose post office address is 153 Brooks Road, Rome, New York 13441-4105, all the real property situated in the City of Rome, County of Oneida, and State of New York described as follows and more specifically as Building 750 Parcel on Exhibit A to this Deed:

All that tract, piece, or parcel of land situated in the City of Rome, County of Oneida and State of New York, depicted on the map titled "Property Map Showing A Portion of Lands to be conveyed to Oneida County Industrial Development Agency (Building 750 Parcel)" (Drawing 750) prepared by Michael P. Waters, P.L.S. No. 50027, dated January 28, 2003, and more particularly described on Exhibit B.

MR 1949

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).

IV. EXCEPTIONS

A. 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 Enviromental Protection Agency ("EPA"), 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:

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 relating to the implementation of the IRP or FFA, if applicable, 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, or the covenant of the Grantor in Section VIII.C. 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. 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. NOTICE ONLY TO THE GRANTEE OF THIS DEED

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.

VIII. COVENANTS

A. 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.

B. 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.

C. Grantor Covenant. The United States covenants and warrants that any response action or corrective action necessary after the date of this Deed for contamination existing on the Property prior to the date of this Deed shall be conducted by The United States.

IX. MISCELLANEOUS

A. Each covenant of this Deed shall be deemed to touch and concern the land and shall run with the land.

X. LIST OF EXHIBITS

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

Exhibit A - Survey Map
Exhibit B - Legal Description of Parcel

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

THE UNITED STATES OF AMERICA

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

Witness:
Vincent P Mokszycki

Commonwealth of Virginia :

ss.

County of Arlington :

On the 21st day of February, in the year 2003, before me personally came Joyce K. Frank, to me known, who, being by me duly sworn, did depose and say that she resides at 1700 North Moore Street, Suite 2300, in the City of Arlington, County of Arlington, State of Virginia; that she is the Deputy Director duly appointed of the Air Force Real Property Agency described in and which executed the above instrument; and that she signed her name thereto by authority of the Secretary of the Air Force.

Sonia M. Soto
Notary Public
My commission expires on March 31, 2004

Acceptance

The Grantee acknowledges delivery of this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

Date: July 7, 2003

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____

Attest:

_____

RECEIVED

03 JUL 18 AM 9:34

CITY CLERK'S OFFICE
ROME, N.Y.

RECEIVED

JUL 18 2003

Rome Assessor's Office

Exhibit A

Exhibit A consists of a survey map entitled "Property Map Showing a Portion of Lands to be Conveyed to Oneida County Industrial Development Agency (Building 750 Parcel) (Drawing 750), City of Rome, County of Oneida, State of New York, made by Michael P. Waters, P.L.S. No. 50027, dated January 28, 2003, last revised April 10, 2003, which survey map is being filed in the Oneida County Clerk's Office concurrently herewith.

Exhibit B

PROPOSED DESCRIPTION
LANDS TO BE CONVEYED TO
ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

All that Tract, Piece, or Parcel OF LAND situate in the City of Rome, County of Oneida and State of New York; as shown on the Map entitled Property Map Showing a Portion of Lands to be conveyed to Oneida County Industrial Development Agency (Building 750 Parcel), City of Rome, County of Oneida, State of New York; made by Michael P. Waters, P.L.S. No. 50027, and dated January 10, 2003, last revised April 10, 2003, which tract, piece or parcel of land is more particularly described as follows;

Beginning at a capped iron pipe found stamped "AFRL-45", located at the intersection of the proposed northeasterly boundary of Perimeter Road with the proposed northwesterly boundary of Phoenix Drive;

thence along said proposed northwesterly boundary of Phoenix Drive and through the lands of the United States of America (reputed owner) the following the following three (3) courses and distances;

1. North 74° 01' 39" East, 331.89 feet to a capped iron pipe found stamped "AFRL-44";
2. North 42° 01' 00" East, 334.02 feet to a point passing through a capped iron pipe found stamped "AFRL-43"at a distance of 282.00 feet from said capped iron pipe found stamped "AFRL-44";
3. South 46° 54' 04" East, 235.71 feet to its intersection with the division line between the herein described parcel on the northwest and the lands of the Oneida County Industrial Development Agency (reputed owner) on the southeast;

thence South 43° 18' 48" West along the last mentioned division line 628.42 feet to its intersection with the aforementioned proposed northeasterly boundary of Perimeter Road;

thence along said proposed northeasterly boundary of Perimeter Road the following three (3) courses and distances;

1. westerly along a curve to the right having a radius of 4,456.93 feet, a chord length of 72.65 feet, a chord direction of North 58° 28' 51" West to a point of curvature;

2. westerly along a curve to the right having a radius of 898.99 feet, a chord length of 118.38 feet, a chord direction of North 52° 24' 41" West to a point of curvature;

3. westerly along a curve to the right having a radius of 966.09 feet, a chord length of 148.95 feet a chord direction of North 44° 03' 00" West to its intersection with the proposed southeasterly boundary of Phoenix Drive;

thence North 21° 38' 02" West through the parcel to be conveyed 66.32 feet to the place of beginning, being 177,329.4± square feet or 4.071 acres, more or less;

GRI-EDC-2000-001-D-4
Central Heat Plant
Oneida County Industrial Development Agency

17.78 Acres

Steam Plant

RICHARD D. ALLEN
ONEIDA COUNTY CLERK

RECORDING CERTIFICATE

TRANSACTION NUMBER _____

NEW YORK QUITCLAIM DEED

TYPE OF INSTRUMENT

UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force

FIRST PARTY

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

SECOND PARTY

RECEIVED FROM

RECORDED
LIBER 3020 PAGE 205 DE
11/16/2001 02:02:56 P.M.
RICHARD D. ALLEN
ONEIDA COUNTY CLERK
TRANSACTION # 24688
RECEIPT # 25983

_____ 12
RECORDING CHARGE RECORDING PAGES

EXAMINED AND CHARGED AS FOLLOWS

TRANSFER TAX E
RS # 2827
TOWN Rome

MTG./DEED AMOUNT 0
MORTGAGE # _____
RECEIVED TAX ON ABOVE MORTGAGE
BASIC _____
SPECIAL ADDL _____
MORTGAGE TAX TOTAL _____

TOTAL RECORDING FEES 81

THIS PAGE IS PART OF THE INSTRUMENT

I HEREBY CERTIFY THAT THE WITHIN AND FOREGOING WAS RECORDED IN THE CLERK'S OFFICE OF ONEIDA COUNTY, NEW YORK.

TERMINAL ID 2
INITIALS _____

THIS SHEET CONSTITUTES THE CLERK'S ENDORSEMENT, REQUIRED BY SECTION 316 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK. ***DO NOT DETACH.*** THIS PAGE IS PART OF THE RECORDED INSTRUMENT.

RETURN TO: (NAME) HISTER, SAUNDERS, KAHLER MANION & LOCKE, L.L.P. ATTORNEYS & COUNSELORS AT LAW 185 GENESEE STREET, SUITE 1400 UTICA, NEW YORK 13501-2194

(ADDRESS) _____

ONEIDA COUNTY NEW YORK

NEW YORK QUITCLAIM DEED

I. PARTIES

THIS DEED is made and entered into this 4th day of August, 2000, by and between the UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder (the "Grantor"), and ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, an instrumentality and public benefit corporation of the State of New York (the "Grantee"). When used in this Deed, unless the context specifies otherwise, "Grantor" shall include the assigns of the Grantor, and "Grantee" shall include the successors and assigns of the Grantee.

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, THAT in consideration of the sum of TEN DOLLARS ($10.00), receipt of which is hereby acknowledged, the Grantor hereby quitclaims to the Grantee, whose post office address is 153 Brooks Road, Rome, New York 13441-4105, all the real property situated in the City of Rome, County of Oneida, and State of New York described as set forth on **Exhibit A** and shown on **Exhibit B** to this Deed.

MR 1795

III. APPURTENANCES

TOGETHER WITH all the buildings and improvements erected thereon, 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).

IV. EXCEPTIONS

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

V. RESERVATIONS

A. RESERVING UNTO THE GRANTOR, including the United States Environmental Protection Agency ("EPA") 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:

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 relating 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, or the covenant of the Grantor in Section VII.D.6. of this Deed, but not limited to, the installation of monitoring wells, pumping wells, and treatment facilities.

B. AND FURTHER RESERVING all existing reservations, easements, restrictions, and rights, recorded or unrecorded, for public roads, highways, streets, railroads, and other rights-of-way, including but not limited to the specific easements, reservations, rights, and covenants described in this Deed, and to any matters which may be revealed by a detailed survey and a physical inspection of the Property.

VI. CONDITION

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

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

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

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

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

UNITED STATES OF AMERICA

By: Joyce K. Frank
JOYCE K. FRANK
Deputy Director

Witness:

Barbara B. Pickering

COMMONWEALTH OF VIRGINIA):
) SS.
COUNTY OF ARLINGTON):

On the 4th day of August, in the year 2000, before me personally came Joyce K. Frank, to me known, who, being by me duly sworn, did depose and say that she resides at 9625 Hillock Court, in Burke (city), Fairfax (county), Virginia (state); that she is the Deputy Director duly appointed of the Air Force Base Conversion Agency described in and which executed the above instrument; and that she signed her name thereto by authority of the Secretary of the Air Force.

Kathleen A. Ludwig
Notary Public

My commission expires on June 30, 2001.

Acceptance

The Grantee hereby accepts this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE: November 7, 2001

By: [signature]

Attest: [signature]

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CITY CLERK'S OFFICE
ROME, N.Y.

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Rome Assessor's Office

EXHIBIT A

ALL Tract, Piece, or Parcel of land situated in the City of Rome, County of Oneida, and State of New York; as shown on the map entitled "Property Map Showing Lands to Be Conveyed to Oneida County Industrial Development Agency." Prepared by Michael P. Waters, P.L.S. No. 50027, and dated November 28, 1998 and revised August 20, 1999; Said Parcel being more particularly described as follows:

Beginning at monument stamped "AFRL-43" at the intersection of the Division line between the herein described parcel on the northeast and the lands of the United States of America on the southwest with the northwesterly street boundary of Bomber Drive;

thence said division line the following six (6) courses and distances:

1. North 46° 49' 04" West, 825.00 feet to a point;
2. South 33° 08' 51" West, 7.81 feet to a point;
3. South 88° 04' 16" West, 348.41 feet to a point;
4. North 59° 42' 30" West, 194.95 feet to a point;
5. South 88° 04' 16" West, 138.84 feet to a point;
6. North 01° 55' 44" West, 189.87 feet to the southerly street boundary of Ellsworth Road:

thence easterly along said street boundary on a curve having a radius of 598.78 feet curving to the left an arc distance of 205.82 feet to a point of tangency;

thence North 69° 00' 05" East, 33.91 feet to a point of curvature;

thence easterly along a curve having a radius of 500.00 feet curving to the right an arc length of 158.75 feet to a point of tangency;

thence North 87° 11' 37" East, 62.56 feet to a point;
thence South 02° 48' 21" East, 4.39 feet to a point;
thence North 88° 15' 54" East, 225.23 feet to a point;
thence South 01° 44' 12" East, 13.76 feet to a point;
thence South 11° 07' 14" West, 14.40 feet to a point;
thence South 00° 54' 32" East, 49.61 feet to a point;
thence North 89° 05' 29" East, 43.63 feet to a point;
thence North 00° 54' 30" West, 28.00 feet to a point;
thence North 89° 05' 21" East, 22.64 feet to a point;
thence South 00° 54' 39" East, 28.68 feet to a point;
thence North 89° 05' 20" East, 150.44 feet to a point
thence South 00° 54' 37" East, 26.87 feet to a point;
thence South 42° 34' 31" West, 51.16 feet to a point;
thence South 47° 25' 23" East, 28.65 feet to a point;

thence South 30° 26' 50" East, 9.30 feet to a point;
thence North 49° 08' 53" East, 36.41 feet to a point;
thence North 40° 51' 08" West, 12.27 feet to a point;
thence North 49° 08' 46" East, 7.99 feet to a point;
thence South 41° 43' 20" East, 12.28 feet to a point;
thence North 45° 16' 57" East, 172.47 feet to a point;
thence North 02° 48' 20" West, 42.51 feet to a point on the aforementioned southerly street boundary of Ellsworth Road;

thence along said street boundary the following four (4) courses;

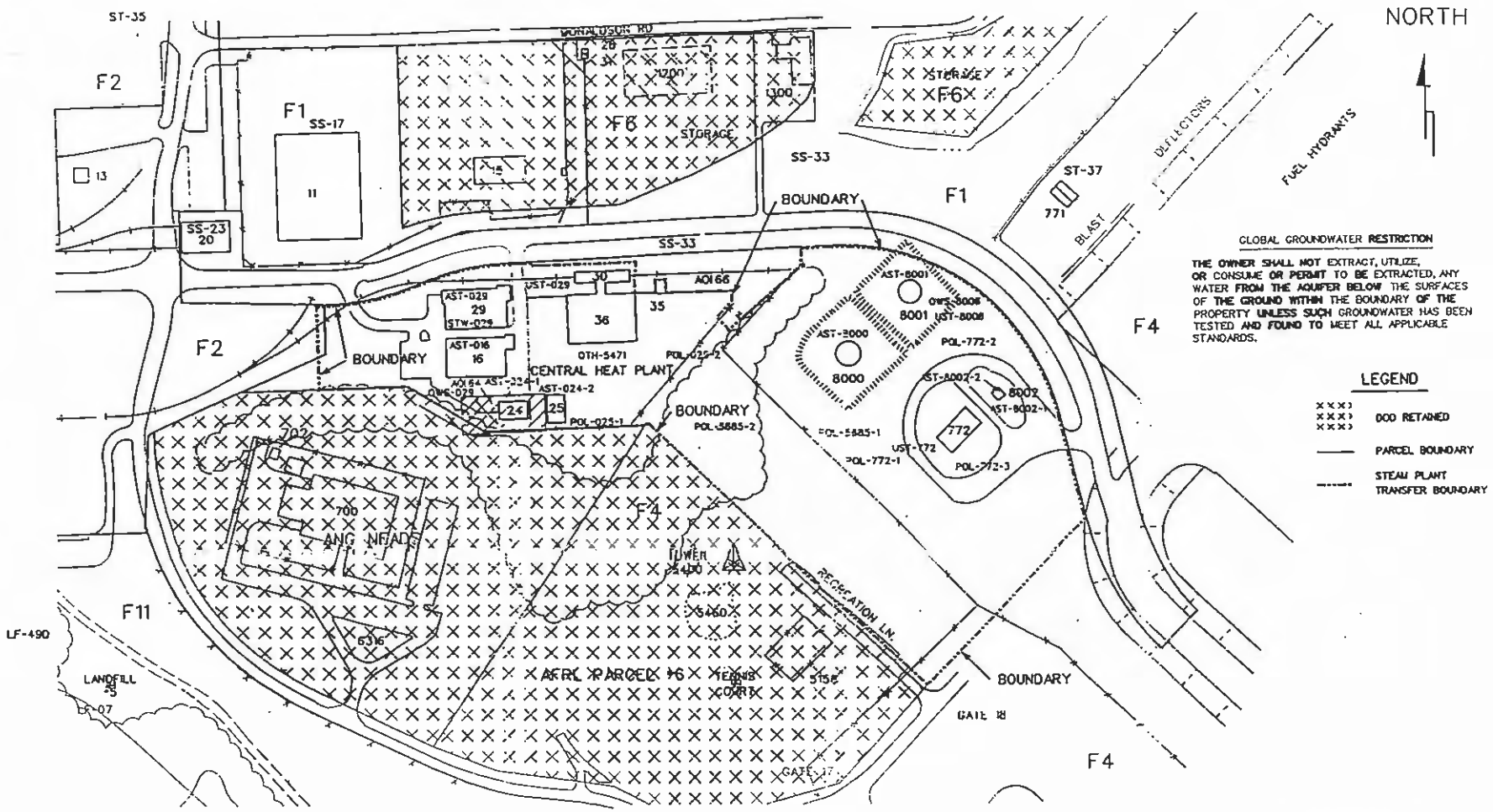
1. North 87° 11' 37" East, 61.64 feet to a point of curvature;
2. Southerly along a curve having a Radius of 500.00 feet curving to the right an arc length of691.41 feet to a point of tangency;
3. South 13° 34' 33" East, 206.93 feet to a point of curvature;
4. Southerly along a curve having a radius of 600.00 feet curving to the left an arc length of 8.17 feet to a point;

thence South 45° 05' 02" West 504.38 feet to the place of beginning being 774,453.3 square feet, or 17.779 acres more or less.

EXHIBIT B

Parcel Map

The parcel is more particularly described on parcel map entitled "PROPERTY MAP SHOWING LANDS TO BE CONVEYED TO GRIFFISS LOCAL DEVELOPMENT CORPORATION, CITY OF ROME, COUNTY OF ONEIDA, STATE OF NEW YORK" made for Waters Land Surveying by Michael P. Waters, P.L.S. No. 50027, dated November 28, 1998, and revised August 20, 1999, which parcel map is to be filed concurrently herewith in the Oneida County Clerk's Office.



F11

CENTRAL HEAT PLANT AREA TO BE TRANSFERRED = 17.5 ACRES

CENTRAL HEAT PLANT FOST

SCALE: 1" = 200'-0" 7/14/99

EXHIBIT C

NOTICE OF HAZARDOUS SUBSTANCES STORED

Building Number	Substance Stored	Regulatory Synonym(s)	CAS Registry Number	Quantity (kg/yr)	Estimated Year Stored
29 - Main Steam Generating Facility	Aluma Polymer (Flocculating)	2-Propenamide	79-06-1	45	1986, 1990
	Walkway Compound, 0692	1-Butanol	71-36-3	4	1990
		Benzene, methyl	108-88-3	4	1990
	Hardness Buffer Solution (Sodium Hydroxide)	Not Listed	1310-73-2	0.45	1985-1997
24 - Water Pollution Control Facility	Sodium Hydroxide	Not Listed	1310-73-2	2000	1985-1997
	Sulfuric Acid	Not Listed	7664-93-9	75	1985-1997

GRI-EDC-2000-001-D-20
Griffiss-13 EPS
Oneida County Industrial Development Agency

3.20 Acres

SAUNDERS, KAHLER,
AMOROSO & LOCKE L.L.P.
ATTORNEYS AT LAW
SUITE 1400
185 GENESEE STREET
UTICA, NY 13501-2194

COPY

NEW YORK QUITCLAIM DEED

I. PARTIES

A. THIS DEED is made and entered into this 18TH day of November, 2005, by and between THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder (the "Grantor"), and ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, an instrumentality and public benefit corporation under the laws of the State of New York (the "Grantee"). (Unless the context otherwise specifically provides, when used in this Deed, "Grantor" includes the assigns of the Grantor and "Air Force" includes any successor entity to the Department of the Air Force or any successor to the Secretary of the Air Force, and "Grantee" includes the successors and assigns of the Grantee.)

B. Definitions.

The following terms will have the meaning assigned to each in this Deed, unless the context specifies otherwise:

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601-9675)

"FFA" means the Federal Facility Agreement between USEPA and the Air Force regarding environmental cleanup at Air Force installations on the National Priority List.

"Grantee" includes the successors and assigns of the Oneida County Industrial Development Agency

"Grantor" means the Secretary of the Air Force and the successor office of the Secretary of the Air Force.

"IRP" means the environmental Installation Restoration Program of the Air Force.

"NYSDEC" means the New York State Department of Environmental Conservation.

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Rome Assessor's Office

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Page: 1 of 16
DRA J DEPERNO, Oneida County Clerk D

"Property" includes all the right, title, and interest in and to the land and appurtenances described on Exhibit A to this Deed.

"United States" refers to any department or agency under the executive branch of the Federal Government and its respective successor entities and assigns.

"USEPA" means the United States Environmental Protection Agency and its successor entity.

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, THAT in consideration of the sum of TEN DOLLARS ($10.00), receipt of which is hereby acknowledged, the Grantor hereby quitclaims to the Grantee, whose post office address is 153 Brooks Road, Rome, New York 13441-4105, all the real property situated in the City of Rome, County of Oneida, and State of New York containing a total of approximately 3.198 acres, more or less, as described on **Exhibit A**, and depicted as "Parcel EPS" on "Property Map Showing A Portion of Lands To Be Conveyed To Oneida County Industrial Development Agency (PARCEL EPS), City of Rome, County of Oneida, State of New York" (Drawing EPS), prepared by Michael P. Waters, P.L.S. No. 50027, dated ~~August 25, 2005~~ September 20, 2005 and revised October 19, 2005 and attached as **(Exhibit B)** to this Deed.

III. APPURTENANCES

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).

IV. EXCEPTIONS

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

V. RESERVATIONS

RESERVING UNTO THE GRANTOR, including the USEPA and the State of New York (the "State"), and its and their respective officials, agents, employees, contractors, and subcontractors, access to the Property pursuant to CERCLA section 120(h)(3)(A)(iii), (including the right of access to, and use of, utilities at reasonable cost

to the Grantor), for the following purposes, either on the Property or on adjoining lands, and for such other purposes consistent with the IRP of the Grantor or the FFA, if applicable:

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

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

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

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

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

VI. CONDITION

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

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

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

VII. NOTICES AND COVENANTS RELATED TO SECTION 120(h)(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 in quantities within the CERCLA reportable quantities have been stored for one year or more on the Property, but there was a hazardous substance released or disposed of, on the Property, in a quantity greater than the CERCLA reportable quantity. A description of the remedial action taken by the Grantor on the Property regarding hazardous substances is contained in **Exhibit C.**

B. 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 contained in this Deed, or (b) disposal of soils that do not require response actions if left in place, but must be disposed of when disturbed.

(c) 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 required by CERCLA section 120(h)(3)(A)(iii).

NOTICE

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

C. Environmental Restrictive Covenants

1. For purposes of the environmental restrictive covenants in this section, the term "Property" includes any part of the Property specifically described as EPS bordered by red cable and the term "SS-0044" includes the part of the Property, known as

Installation Restoration Program (IRP) Site specifically described as hatched in red, on map, "Electrical Power Substation FOST, FPM group, September 2005" **(Exhibit D)** to this Deed to which one or more of these environmental restrictive covenants may apply to protect human health or the environment:

(a) 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.

(b) 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.

(c) The Grantee covenants to comply with all applicable Federal and State laws and regulations with regard to activities affecting the groundwater in the aquifer.

(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.

(e) 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.

(f) 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.

(g) 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.

2. 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 VII in any deed to the Property that it delivers.

3. The Grantee may request from the United States 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 EPA Region 2. In the event the request of the Grantee for modification or release is approved by the United States, NYSDEC, and EPA Region 2, the United States agrees to modify or release the covenant (the "Covenant Release") giving rise to such environmental restriction in whole or in part. The Grantee understands and agrees that all costs associated with the Covenant Release shall be borne 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.

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. Federal Facilities Agreement (FFA). The Grantee acknowledges that the Property is subject to the terms and conditions of the FFA dated August 21, 1990, including all amendments and supplements, and the Grantee agrees that, until the FFA is terminated in accordance with its Section XXXIV, the FFA shall be binding on the Grantee. Further, the Grantee recognizes that activities under the FFA must not be impeded or impaired, and it agrees that should any conflict between the terms of the FFA and the provisions of this Deed arise, the terms of the FFA will take precedence.

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 Released/Disposed of
Exhibit D	Electrical Power Substation FOST Map

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

THE UNITED STATES OF AMERICA

By: _____
JEFFREY DOMM
Deputy Director
Air Force Real Property Agency

Witness:

Commonwealth of Virginia :

ss.

County of Arlington :

On the 18th day of November in the year 2005, before me, the undersigned, personally appeared JEFFREY DOMM, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that he made such appearance before the undersigned in the county of Arlington.

Karin A. Francis
Notary Public, Commonwealth of Virginia

My commission expires on 9/30/2009

KARIN A. FRANCIS
Notary Public
Commonwealth of Virginia
My Commission Exps. Sept. 30, 2009

ACCEPTANCE

The Grantee acknowledges delivery of this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE: 9/29, 2006

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By:

Attest:

EXHIBIT A
(Parcel EPS)

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York, as shown on a map entitled "Property Map Showing a Portion of Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel EPS), City of Rome, County of Oneida, State of New York" made by Michael P. Waters, P.L.S. No. 50027, dated September 20, 2005 and revised October 19, 2005; which said tract, piece or parcel of land is more particularly described as follows:

Beginning at a point on the proposed southerly street boundary of Ellsworth Road; said point being South 46° 09' 13" West, 206.15 feet from a capped iron rod found stamped "DFAS-12";

thence through the lands of the United States of America (reputed owner) the following six (6) courses and distances:

1. South 53° 48' 46" East, 176.26 feet to a point;
2. South 40° 06' 03" West, 24.84 feet to a point;
3. South 05° 02' 19" West, 432.67 feet to a point;
4. South 26° 33' 54" West, 17.88 feet to a point;
5. North 53° 48' 06" West, 233.66 feet to a point;
6. South 86° 25' 27" West, 55.46 feet to its intersection with the division line between the herein described parcel on the east and the lands of Oneida County Industrial Development Agency (reputed owner) on the west;

thence along said division line the following three (3) courses and distances:

1. North 06° 46' 31" West, 283.52 feet to a point;
2. North 00° 39' 49" East, 103.69 feet to a point of curvature;
3. Easterly along a curve to the right having a radius of 55.12 feet, a chord distance of 54.51 feet, a chord direction of North 33° 14' 23" East to its intersection with the aforementioned proposed southerly street boundary of Ellsworth Road;

thence North 89° 02' 52" East along said proposed southerly street boundary of Ellsworth Road 165.25 feet to the place of beginning, being 139,288.9± square feet or 3.198 acres, more or less.

EXHIBIT B

Exhibit B consists of a survey map entitled "Property Map Showing a Portion of Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel EPS), City of Rome, County of Oneida, State of New York" made by Michael P. Waters, P.L.S. No. 50027, dated September 20, 2005, and revised October 19, 2005, which survey map is being filed in the Oneida County Clerk's Office concurrently herewith.

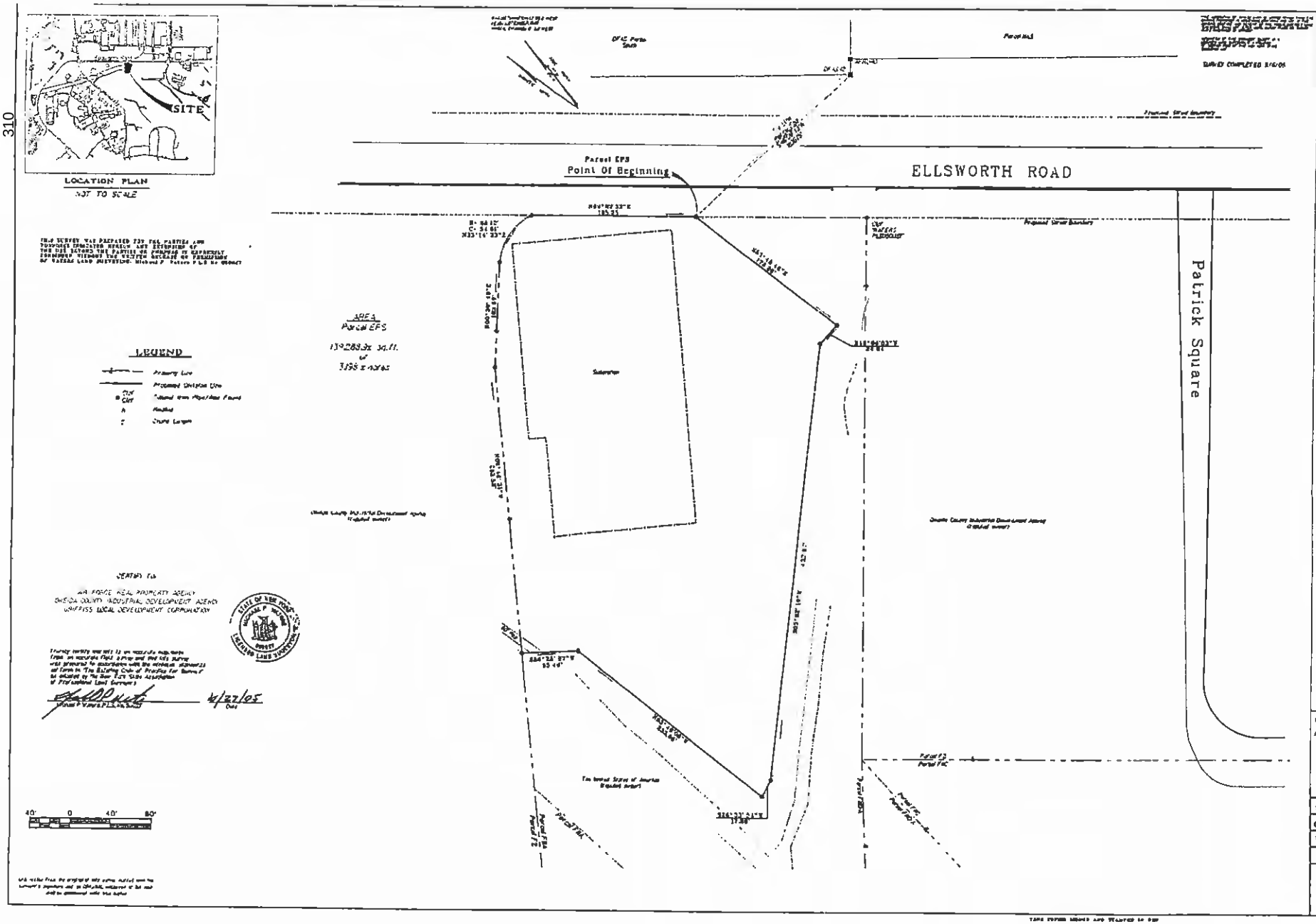


EXHIBIT "B"

Exhibit B

EXHIBIT C

QUITCLAIM DEED FOR ELECTRICAL SYSTEM

NOTICE OF HAZARDOUS SUBSTANCES RELEASED/DISPOSED OF

The table below provides information from the Basewide EBS and shall serve as a notice of hazardous substances that are known to have been released/disposed of on the easement property on the former Griffiss Air Force Base, and the dates the release took place. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. § 9620(h).

Electrical Substation – Building 27

Substance	**CAS Registry Number**	**Quantity kg/pounds**	**Date**	**Hazardous Waste ID Number (if applicable)**	**Response**	**Remarks**
PCB contaminated soils	N/A	Greater than 1 pound	1987	B007, UN3077	Site remediation work complete under JREZ97-7006	Record of Decision-signed March17,2005

EXHIBIT "C"

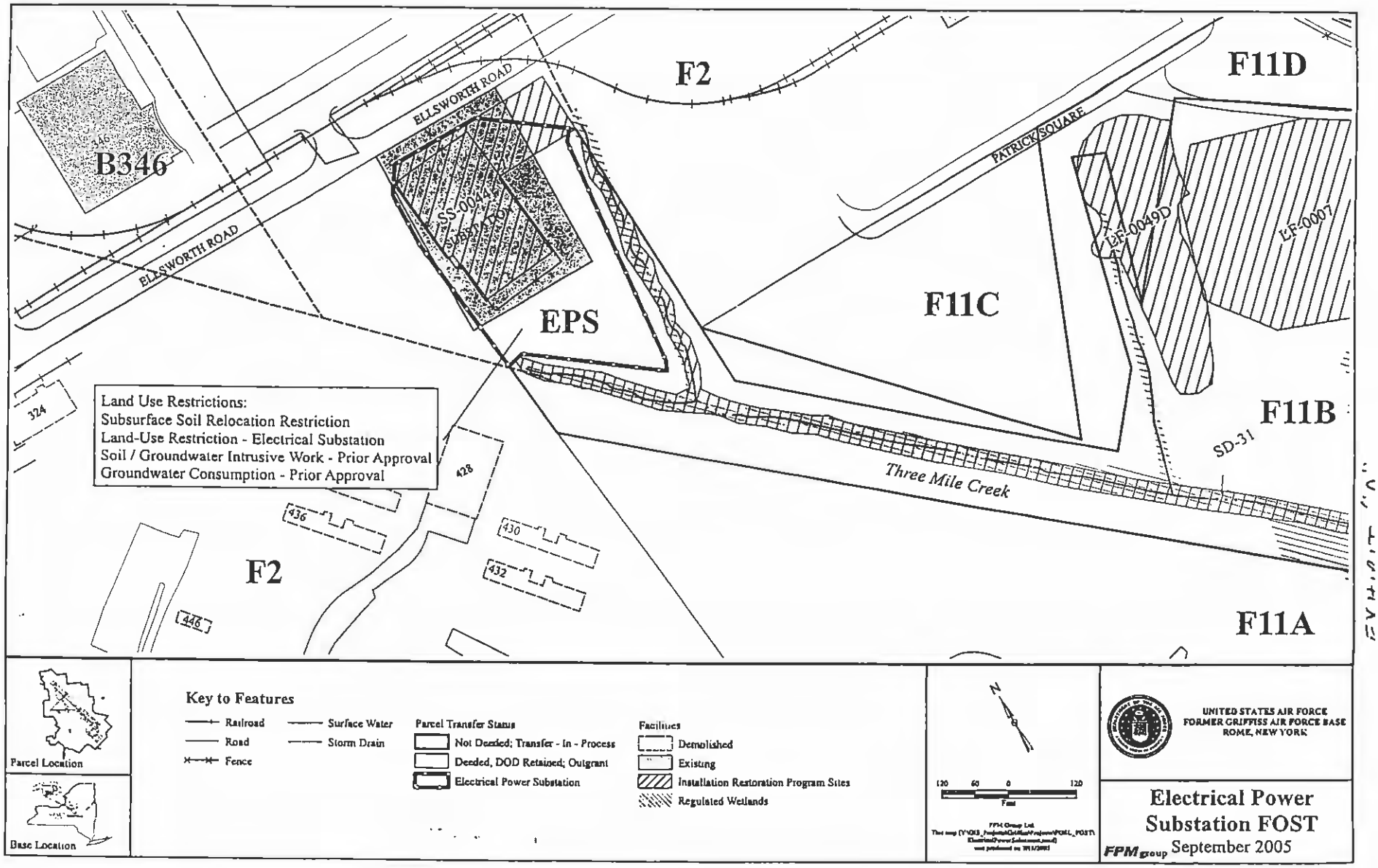

F2
F11D
B346
346
ELLSWORTH ROAD
ELLSWORTH ROAD
SS-0044
SUBST. ROAD
EPS
PATRICK SQUARE
EPF-0049D
EPF-0007
F11C
F11B
SD-31
Three Mile Creek
F11A
Land Use Restrictions:
Subsurface Soil Relocation Restriction
Land-Use Restriction - Electrical Substation
Soil / Groundwater Intrusive Work - Prior Approval
Groundwater Consumption - Prior Approval
324
428
436
430
432
F2
446
Parcel Location
Base Location
Key to Features
Railroad
Road
Fence
Surface Water
Storm Drain
Parcel Transfer Status
Not Deeded; Transfer - In - Process
Deeded, DOD Retained; Outgrant
Electrical Power Substation
Facilities
Demolished
Existing
Installation Restoration Program Sites
Regulated Wetlands
N
120 60 0 120
Feet
UNITED STATES AIR FORCE
FORMER GRIFFISS AIR FORCE BASE
ROME, NEW YORK
Electrical Power
Substation FOST
FPM group September 2005

EXHIBIT "D"

GRI-EDC-2000-001-D-5
Parcel F-1 (FOSTed Property)
Oneida County Industrial Development Agency

19.16 Acres

NEW YORK QUITCLAIM DEED

I. PARTIES

THIS DEED is made and entered into this 21st day of MARCH, 2000, by and between the UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder (the "Grantor"), and ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, an instrumentality and public benefit corporation of the State of New York (the "Grantee"). (When used in this Deed, unless the context specifies otherwise, "Grantor" shall include the assigns of the Grantor, and "Grantee" shall include the successors and assigns of the Grantee.)

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, THAT in consideration of the sum of TEN DOLLARS ($10.00), receipt of which is hereby acknowledged, the Grantor hereby quitclaims to the Grantee, whose post office address is 153 Brooks Road, Rome, New York 13441-4105, all the real property situated in the City of Rome, County of Oneida, and State of New York described as set forth on **Exhibit A** to this Deed.

III. APPURTENANCES

TOGETHER WITH all the buildings and improvements erected thereon, 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).

IV. EXCEPTIONS

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

currently furnishing utility services to the Property to continue to furnish such utility services using the utility systems owned by the GRANTOR and excepted by this Deed.

V. RESERVATIONS

A. RESERVING UNTO THE GRANTOR, including the United States Environmental Protection Agency ("EPA") 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:

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 relating 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, or the covenant of the Grantor in Section VII.D.10. of this Deed, but not limited to, the installation of monitoring wells, pumping wells, and treatment facilities.

B. AND FURTHER RESERVING all existing reservations, easements, restrictions, and rights, recorded or unrecorded, for public roads, highways, streets, railroads, and other rights-of-way, including but not limited to the specific easements, reservations, rights, and covenants described in this Deed, and to any matters which may be revealed by a detailed survey and a physical inspection of the Property.

VI. CONDITION

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

B. The Grantee acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property is conveyed, "as is," "where is," without any representation, promise, agreement, or warranty on the part of the Grantor

regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs, or additions. The Grantee further acknowledges that the Grantor shall not be liable for any latent or patent defects in the Property, except to the extent required by applicable law.

VII. 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 hereby acknowledges the required disclosure in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. Section 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 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 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 dwelling (as defined in Title X). Further, the Grantee covenants and agrees that LBP hazards in target housing constructed prior to 1960 will be abated in accordance with Title X before use and occupancy as a residential dwelling. "Target housing" means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than six [6] years of age resides, or is expected to reside, in such housing) or any zero-bedroom dwelling.

3. 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.

Not Red Square

B. 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.

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

D. Environmental Covenants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VIII. MISCELLANEOUS

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

IX. LIST OF EXHIBITS

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

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

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

UNITED STATES OF AMERICA

By: Ruby B DeMesme
RUBY B. DEMESME
Assistant Secretary of the Air Force
(Manpower, Reserve Affairs, Installation & Environment)

Witness:

GRANT A EVANS

COMMONWEALTH OF VIRGINIA):
) SS.
COUNTY OF ARLINGTON):

On the 21st day of March, in the year 2000, before me personally came Ruby B DeMesme, to me known, who, being by me duly sworn, did depose and say that she resides at 2701 Lena Court, in Oakton (city), Fairfax (county), Virginia (state); that she is the Assistant Secretary of the Air Force duly appointed of the Manpower, Reserve Affairs, Installation & Environment described in and which executed the above instrument; and that she signed her name thereto by authority of the Secretary of the Air Force.

Gail K. Fujita
Notary Public

My commission expires on May 31, 2003.

Embossed Hereon Is My
Commonwealth of Virginia Notary Public Seal
My Commission Expires May 31, 2003
GAIL K. FUJITA

ACCEPTANCE

The GRANTEE hereby accepts this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE: May 25, 2000

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

(Grantee)

By: _____

Attest: _____

EXHIBIT A

ALL THAT TRACT, PIECE, OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York designated as Parcel 'A' on a map (the "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 F1); prepared by Michael P. Waters, P.L.S. No. 050027, dated December 3, 1997, revised August 1998, further revised March 1999, and last revised August 1999, and certified March 26, 1999 and being more particularly bounded and described as follows:

Beginning at a point on the southerly side of Ellsworth Road at its intersection with the easterly side of Otis Street;

thence through the lands of the United States of America the following twenty-four (24) courses and distances:

1. North 01° 13' 33" West, 196.30 feet to a point;
2. North 89° 02' 56" East, 97.59 feet to a point;
3. North 01° 44' 01" West, 1,584.09 feet to a point;
4. North 88° 22' 12" East, 224.98 feet to a point;
5. Northeasterly along a curve to the left having a radius of 210.64 feet, a chord length of 46.66 feet, a chord direction of N 53° 02' 57" E to a point;
6. North 88° 09' 43" East, 1,227.73 feet to a point;
7. Easterly along a curve to the right having a radius of 226.97 feet, a chord length of 81.07 feet, a chord direction of South 84° 06' 34" East to a point;
8. South 46° 42' 40" East, 1,121.34 feet to a point;
9. South 43° 17' 22" West, 50.69 feet to a point;
10. South 42° 16' 31 " East, 148.60 feet to a point;
11. South 43° 24' 56" West, 929.25 feet to a point;
12. South 38° 26' 06" West, 165.63 feet to a point;
13. Southeasterly along a curve to the right having a radius of 600.00 feet, a chord length of 440.94 feet, a chord direction of South 35° 08' 09' East to a point;
14. South 13° 34' 30" East, 206.93 feet to a point;
15. Southeasterly along a curve to the left having a radius of 500.00 feet, a chord length of 269.52 feet, a chord direction of South 29° 12' 46" East to a point;
16. South 45° 08' 45" West, 100.00 feet to a point;
17. Northwesterly along a curve to the right having a radius of 600.00 feet, a chord length of 323.43 feet, a chord direction of North 29° 12' 43" West to a point;

18. North 13° 34' 42" West, 206.92 feet to a point;

19. Northwesterly along a curve to the left having a radius of 500.00 feet, a chord length of 637.63 feet, a chord direction of North 53° 11' 29" West, to a point;

20. South 87° 11' 38" West, 711.05 feet to a point;

21. Westerly along a curve to the left, having a radius of 501.17 feet, a chord length of 158.46 feet, a chord direction of South 78° 05' 53" West to a point;

22. South 68° 59' 26" West, 33.72 feet to a point;

23. Westerly along a curve to the right, having a radius of 598.78 feet, a chord length of 208.43 feet, a chord direction of South 79° 01' 31" West to a point;

24. South 89° 02' 55" West, 299.93 feet to the place of beginning, being 3,661,145.1 ± square feet or 84.06 acres, more or less.

EXCEPTING AND RESERVING THEREFROM ALL THAT TRACT, PIECE, OR PARCEL OF LAND designated as Parcel 'B' on the Map, which Parcel 'B' is more particularly bounded and described as follows:

Beginning at the intersection of the southerly side of Donaldson Road with the easterly side of Turner Street;

thence through the lands of the United States of America the following twenty-one (21) courses and distances;

1. North 01° 12' 49" East, 133.30 feet to a point;
2. North 15° 41' 06" East, 36.41 feet to a point;
3. North 01° 26' 16" West, 764.62 feet to a point;
4. South 46° 18' 39" East, 423.32 feet to a point;
5. South 54° 34' 23" West, 69.71 feet to a point;
6. South 41° 58' 30" East, 181.82 feet to a point;
7. North 65° 19' 45" East, 51.85 feet to a point;
8. South 43° 49' 12" East, 59.13 feet to a point;
9. South 39° 25' 33" West, 103.72 feet to a point;
10. South 30° 35' 28" West, 64.70 feet to a point;
11. South 00° 04' 28" East, 74.61 feet to a point;
12. South 41° 35' 26" West, 77.24 feet to a point;
13. South 14° 22' 17" West, 34.91 feet to a point;
14. South 43° 18' 39" West, 428.48 feet to a point;
15. South 76° 40' 56" West, 11.08 feet to a point;
16. South 44° 20' 06" West, 146.76 feet to a point;
17. North 83° 27' 38" West, 246.96 feet to a point;

18. North 33° 02' 32" East, 95.64 feet to a point;
19. North 19° 33' 12" East, 101.00 feet to a point;
20. North 83° 55' 04" East, 171.85 feet to a point;
21. North 61° 15' 20" East, 116.32 feet to the place of beginning, being 318,117.9 ± square feet or 7.30 acres, more or less.

ALSO EXCEPTING AND RESERVING THEREFROM the right of ingress and egress to said Parcel 'B' across Parcel 'A'.

ALSO, EXCEPTING AND RESERVING THEREFROM ALL THAT TRACT, PIECE, OR PARCEL OF LAND designated as Parcel 'C' on the Map, which Parcel 'C' is more particularly described as follows:

Beginning at a point on the southerly side of Donaldson Road thence through the lands of the United States of America the following ten (10) courses and distances:

1. North 88° 26' 06" East, 908.40 feet to a point;
2. South 00° 42' 22" East, 107.93 feet to a point;
3. South 23° 06' 06" West, 40.44 feet to a point;
4. South 45° 07' 54" West, 69.19 feet to a point;
5. South 56° 31' 03" West, 97.20 feet to a point;
6. South 63° 02' 37" West, 136.46 feet to a point;
7. South 68° 42' 40" West, 173.47 feet to a point;
8. South 87° 11' 37" West, 296.53 feet to a point;

9. Westerly along a curve to the left, having a radius of 601.16 feet, a chord length of 177.49 feet, a chord direction of South 78° 42' 16" West to a point;

10. North 00° 24' 18" East, 396.89 feet to the place of beginning, being 290,101.7± square feet or 6.659 acres, more or less.

GRI-EDC-2000-001-D-6
Parcel F-1 (FOSETed Property)
Oneida County Industrial Development Agency

64.90 Acres

NEW YORK QUITCLAIM DEED

I. PARTIES

THIS DEED is made and entered into this 21st day of March, 2000, by and between the UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder (the "Grantor"), and ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, an instrumentality and public benefit corporation of the State of New York (the "Grantee"). (When used in this Deed, unless the context specifies otherwise, "Grantor" shall include the assigns of the Grantor, and "Grantee" shall include the successors and assigns of the Grantee.)

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, THAT in consideration of the sum of TEN DOLLARS ($10.00), receipt of which is hereby acknowledged, the Grantor hereby quitclaims to the Grantee, whose post office address is 153 Brooks Road, Rome, New York 13441-4105, all the real property situated in the City of Rome, County of Oneida, and State of New York described as set forth on **Exhibit A** to this Deed.

III. APPURTENANCES

TOGETHER WITH all the buildings and improvements erected thereon, 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).

IV. EXCEPTIONS

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

currently furnishing utility services to the Property to continue to furnish such utility services using the utility systems owned by the GRANTOR and excepted by this Deed.

V. RESERVATIONS

A. RESERVING UNTO THE GRANTOR, including the United States Environmental Protection Agency ("EPA") 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:

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 relating 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, or the covenant of the Grantor in Section VII.D.10. of this Deed, but not limited to, the installation of monitoring wells, pumping wells, and treatment facilities.

B. AND FURTHER RESERVING all existing reservations, easements, restrictions, and rights, recorded or unrecorded, for public roads, highways, streets, railroads, and other rights-of-way, including but not limited to the specific easements, reservations, rights, and covenants described in this Deed, and to any matters which may be revealed by a detailed survey and a physical inspection of the Property.

VI. CONDITION

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

B. The Grantee acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property is conveyed, "as is," "where is," without any representation, promise, agreement, or warranty on the part of the Grantor

regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs, or additions. The Grantee further acknowledges that the Grantor shall not be liable for any latent or patent defects in the Property, except to the extent required by applicable law.

VII. 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 hereby acknowledges the required disclosure in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. Section 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 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 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 dwelling (as defined in Title X). Further, the Grantee covenants and agrees that LBP hazards in target housing constructed prior to 1960 will be abated in accordance with Title X before use and occupancy as a residential dwelling. "Target housing" means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than six [6] years of age resides, or is expected to reside, in such housing) or any zero-bedroom dwelling.

3. 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 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.

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

D. Environmental Covenants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VIII. MISCELLANEOUS

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

IX. LIST OF EXHIBITS

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

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

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

UNITED STATES OF AMERICA

By: Ruby B. DeMesme
RUBY B. DEMESME
Assistant Secretary of the Air Force
(Manpower, Reserve Affairs, Installation & Environment)

Witness:

BRENT A EVANS

COMMONWEALTH OF VIRGINIA) :
) SS.
COUNTY OF ARLINGTON) :

On the 21st day of March, in the year 2000, before me personally came Ruby B. DeMesme, to me known, who, being by me duly sworn, did depose and say that she resides at 2701 Lena Court, in Oakton (city), Fairfax (county), Virginia (state); that she is the Assistant Secretary of the Air Force duly appointed of the Manpower, Reserve Affairs, Installation & Environment described in and which executed the above instrument; and that she signed her name thereto by authority of the Secretary of the Air Force.

Gail K. Fujita
Notary Public

My commission expires on May 31, 2003

Embossed Hereon Is My Commonwealth of Virginia Notary Public Seal
My Commission Expires May 31, 2003
GAIL K. FUJITA

RECEIVED
00 MAY 25 AM 8:58
CITY CLERK'S OFFICE
ROME, N.Y.

RECEIVED
MAY 25 2000
Rome Assessor's Office

LIBER 2929 PAGE 198

Acceptance

The Grantee hereby accepts this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE: May 25, 2000

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

(Grantee)

By: _____

Attest:

_____

EXHIBIT A

ALL THAT TRACT, PIECE, OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York designated as Parcel 'A' on a map (the "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 F1); prepared by Michael P. Waters, P.L.S. No. 050027, dated December 3, 1997, revised August 1998, further revised March 1999, and last revised August 1999, and certified March 26, 2000 and being more particularly bounded and described as follows:

Beginning at a point on the southerly side of Ellsworth Road at its intersection with the easterly side of Otis Street;

thence through the lands of the United States of America the following twenty-five (25) courses and distances:

1. North 01° 13' 33" West, 196.30 feet to a point;
2. North 89° 02' 56" East, 97.59 feet to a point;
3. North 01° 44' 01" West, 346.62 feet to a point;
4. North 88° 26' 06" East, 217.20 feet to a point;
5. North 01° 44' 10" West, 1,235.93 feet to a point;
6. Northeasterly along a curve to the left having a radius of 210.64 feet, a chord length of 55.40 feet, a chord direction of North 56° 05' 00" East to a point;
7. North 88° 09' 43" East, 1,227.73 feet to a point;
8. Easterly along a curve to the right having a radius of 226.97 feet, a chord length of 81.07 feet, a chord direction of South 84° 06' 34" East to a point;
9. South 46° 42' 40" East, 1,121.34 feet to a point;
10. South 43° 17' 22" West, 50.69 feet to a point;
11. South 42° 16' 31" East, 148.60 feet to a point;
12. South 43° 24' 56" West, 929.25 feet to a point;
13. South 38° 26' 06" West, 165.63 feet to a point;
14. Southeasterly along a curve to the right having a radius of 600.00 feet, a chord length of 440.94 feet, a chord direction of South 35° 08' 09' East to a point;
15. South 13° 34' 30" East, 206.93 feet to a point;
16. Southeasterly along a curve to the left having a radius of 500.00 feet, a chord length of 269.52 feet, a chord direction of South 29° 12' 46" East to a point;
17. South 45° 08' 45" West, 100.00 feet to a point;
18. Northwesterly along a curve to the right having a radius of 600.00 feet, a chord length of 323.43 feet, a chord direction of North 29° 12' 43" West to a point;

19. North 13° 34' 42" West, 206.92 feet to a point;

20. Northwesterly along a curve to the left having a radius of 500.00 feet, a chord length of 637.63 feet, a chord direction of North 53° 11' 29" West to a point;

21. South 87° 11' 38" West, 711.05 feet to a point;

22. Westerly along a curve to the left, having a radius of 501.17 feet, a chord length of 158.46 feet, a chord direction of South 78° 05' 53" West to a point;

23. South 68° 59' 26" West, 33.72 feet to a point;

24. Westerly along a curve to the right, having a radius of 598.78 feet, a chord length of 208.43 feet, a chord direction of South 79° 01' 31" West to a point;

25. South 89° 02' 55" West, 299.93 feet to the place of beginning, being 3,634,339.2 ± square feet or 83.43 acres, more or less.

EXCEPTING AND RESERVING THEREFROM ALL THAT TRACT, PIECE, OR PARCEL OF LAND designated as Parcel 'B' on the Map, which Parcel 'B' is more particularly bounded and described as follows:

Beginning at the intersection of the southerly side of Donaldson Road with the easterly side of Turner Street;

thence through the lands of the United States of America the following twenty-one (21) courses and distances;

1. North 01° 12' 49" East, 133.30 feet to a point;
2. North 15° 41' 06" East, 36.41 feet to a point;
3. North 01° 26' 16" West, 764.62 feet to a point;
4. South 46° 18' 39" East, 423.32 feet to a point;
5. South 54° 34' 23" West, 69.71 feet to a point;
6. South 41° 58' 30" East, 181.82 feet to a point;
7. North 65° 19' 45" East, 51.85 feet to a point;
8. South 43° 49' 12" East, 59.13 feet to a point;
9. South 39° 25' 33" West, 103.72 feet to a point;
10. South 30° 35' 28" West, 64.70 feet to a point;
11. South 00° 04' 28" East, 74.61 feet to a point;
12. South 41° 35' 26" West, 77.24 feet to a point;
13. South 14° 22' 17" West, 34.91 feet to a point;
14. South 43° 18' 39" West, 428.48 feet to a point;
15. South 76° 40' 56" West, 11.08 feet to a point;
16. South 44° 20' 06" West, 146.76 feet to a point;
17. North 83° 27' 38" West, 246.96 feet to a point;

18. North 33° 02' 32" East, 95.64 feet to a point;
19. North 19° 33' 12" East, 101.00 feet to a point;
20. North 83° 55' 04" East, 171.85 feet to a point;
21. North 61° 15' 20" East, 116.32 feet to the place of beginning, being 318,117.9 ± square feet or 7.303 acres, more or less.

ALSO EXCEPTING AND RESERVING THEREFROM the right of ingress and egress to said Parcel 'B' across Parcel 'A'.

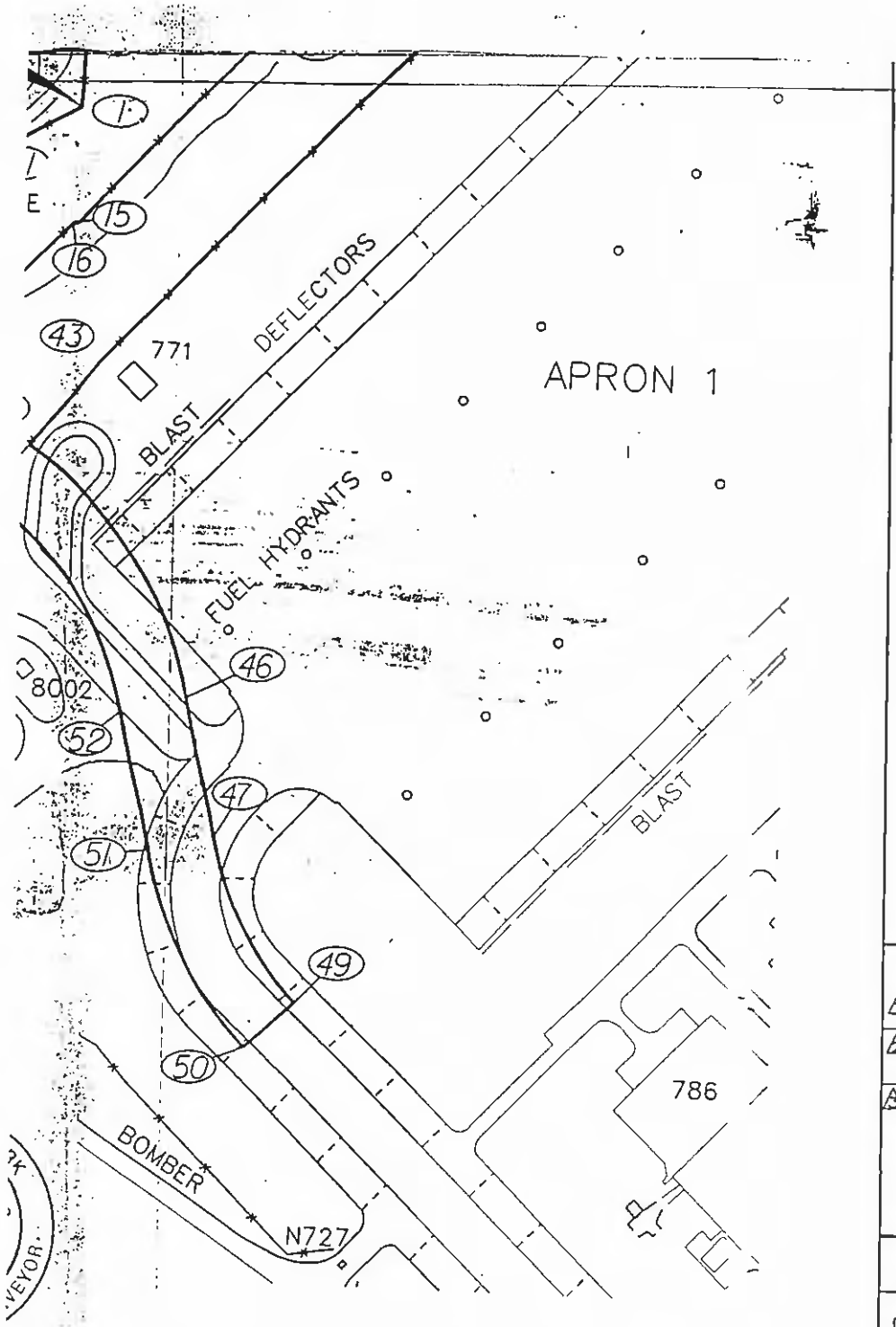
ALSO, EXCEPTING AND RESERVING THEREFROM ALL THAT TRACT, PIECE, OR PARCEL OF LAND designated as Parcel 'C' on the Map, which Parcel 'C' is more particularly described as follows:

Beginning at a point on the southerly side of Donaldson Road thence through the lands of the United States of America the following ten (10) courses and distances:

1. North 88° 26' 06" East, 908.40 feet to a point;
2. South 00° 42' 22" East, 107.93 feet to a point;
3. South 23° 06' 06" West, 40.44 feet to a point;
4. South 45° 07' 54" West, 69.19 feet to a point;
5. South 56° 31' 03" West, 97.20 feet to a point;
6. South 63° 02' 37" West, 136.46 feet to a point;
7. South 68° 42' 40" West, 173.47 feet to a point;
8. South 87° 11' 37" West, 296.53 feet to a point;

9. Westerly along a curve to the left, having a radius of 601.16 feet, a chord length of 177.49 feet, a chord direction of South 78° 42' 16" West to a point;

10. North 00° 24' 18" East, 396.89 feet to the place of beginning, being 290,101.7± square feet or 6.659 acres, more or less.



PROPERTY

SHOWING A PORTION OF LANI

ONEIDA COUNTY INDUSTRIAI

CITY OF ROME COUNTY OF ONEI

Revisions
1 General Revisions COMMENTS 8/98
2 General Revisions AFRL Mapping 2/99
3 General Revisions Boundary Line 8/99

Scale: 1"=200'

Date: 12/3/97

Dgn: F1.dgn

Proj No. *9755

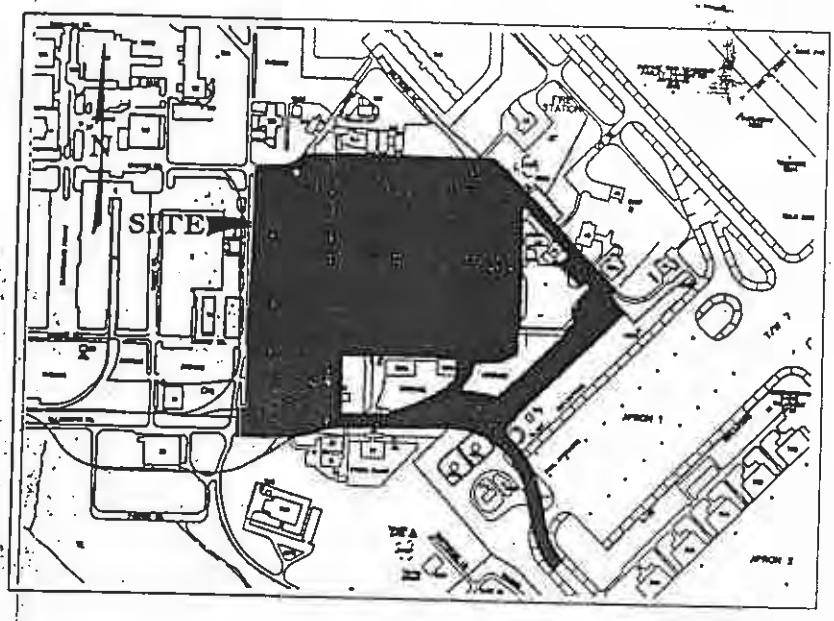
F1

Only copies from the original of this survey marked with the surveyor's signature and an ORIGINAL embossed or ink seal shall be considered valid true copies

PIES SIGNED AND STAMPED IN RED

"EXHIBIT A"

LIBER 2929 PAGE 203

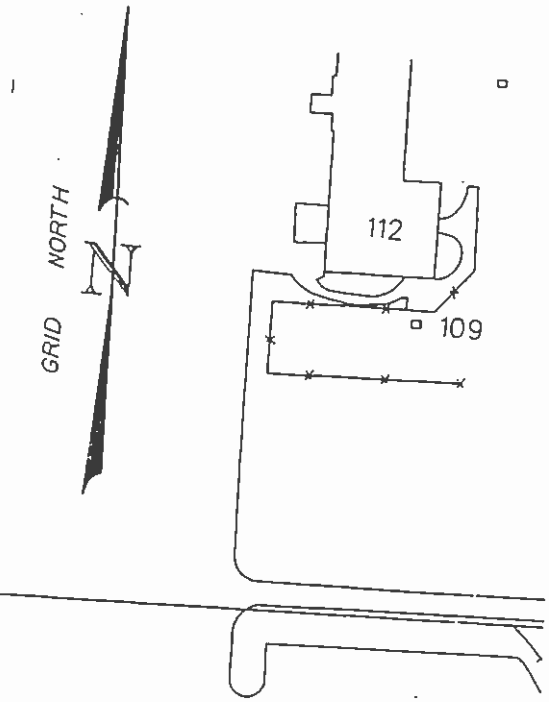


LOCATION PLAN
NOT TO SCALE

PARCEL 'B'

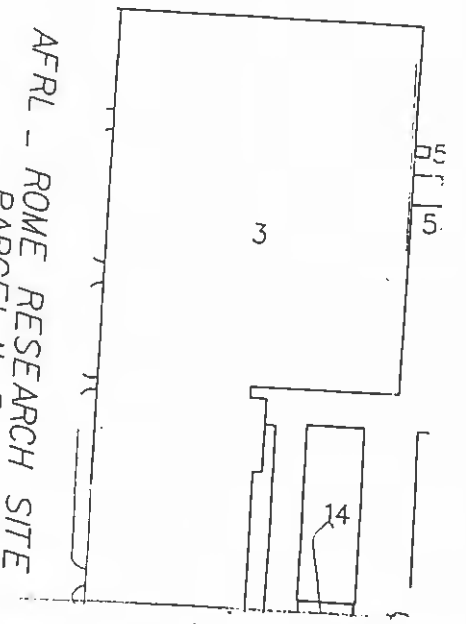
COURSE	DIRECTION	DISTANCE (FEET)
1-2	N01°12'49"E	133.30'
2-3	N15°41'06"E	36.41'
3-4	N01°26'16"W	764.62'
4-5	S46°18'39"E	423.32'
5-6	S54°34'23"W	69.71'
6-7	S41°58'30"E	181.82'
7-8	N65°19'45"E	51.85'
8-9	S43°49'12"E	59.13'
9-10	S39°25'33"W	103.72'
10-11	S30°35'28"W	64.70'
11-12	S00°04'28"E	74.61'
12-13	S41°35'26"W	77.24'
13-14	S14°22'17"W	34.91'

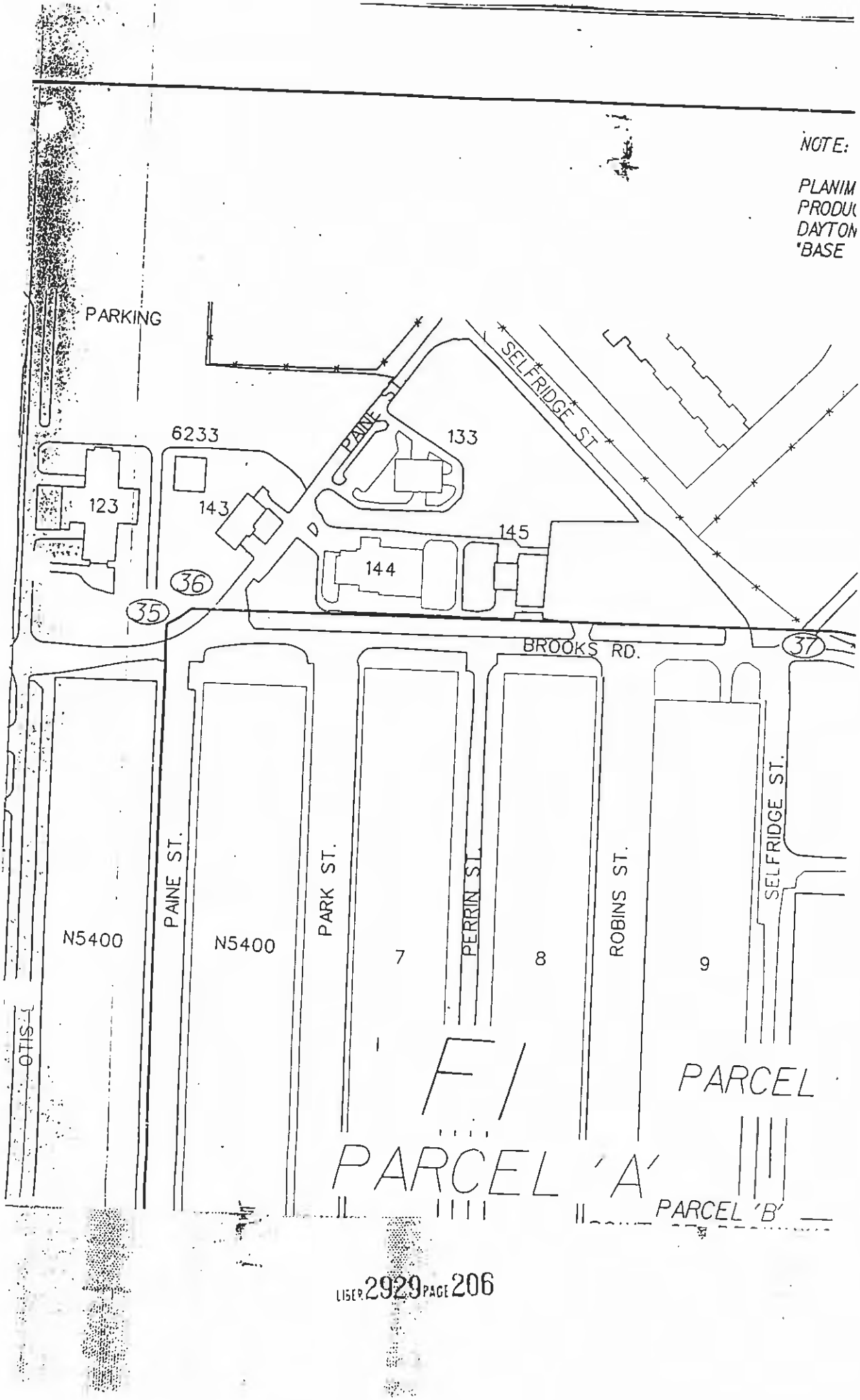
COURS
30 - 3
31 - 32
32 -
33 -
34 - 3
35 - 3
36 - 3
37 - 3
39 - 4
40 - 4
41 - 42
42 - 4



ARCEL 'A'

DIRECTION	DISTANCE (FEET)
NOI°13'33"W	196.30'
N89°02'56"E	97.59'
NOI°44'OI"W	346.62'
N88°26'06"E	217.20'
NOI°44'10"W	1,235.93
Radius 210.64'	
Chord Length 55.40'	
Chord Direction N56°05'00"E	
N89°09'43"E	1,227.73'
adius 226.97'	
hord Length 81.07'	
hord Direction S84°06'34"E	
S46°42'40"E	1,121.34'
S43°17'22"W	50.69'
S42°16'31"E	148.60'
S43°24'56"W	929.25'




NOTE:
PLANIM
PRODU
DAYTON
'BASE
PARKING
SELFRIDGE ST.
PAINE ST.
6233
133
123
143
145
144
36
35
37
BROOKS RD.
N5400
PAINE ST.
N5400
PARK ST.
7
PERRIN ST.
8
ROBINS ST.
9
SELFRIDGE ST.
OTIS
PARCEL
PARCEL 'A'
PARCEL 'B'

"EXHIBIT A"

DATA TAKEN FROM MAPPING
BY WOOLPERT CONSULTANTS
DATED 01 SEPTEMBER, 1989.
EXTENSIVE PLNG. DIRECTIVE AFR 86-4

"THE ALTERATION OF SURVEY MAPS BY ANYONE OTHER THAN THE ORIGINAL PREPARER IS MISLEADING, CONFUSING AND NOT IN THE GENERAL WELFARE AND BENEFIT OF THE PUBLIC. LICENSED LAND SURVEYORS SHALL NOT ALTER MAPS, SURVEY PLANS OR SURVEY PLATS PREPARED BY OTHERS"

ALTERATION OF THIS DOCUMENT EXCEPT BY A LICENSED LAND SURVEYOR, IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW

SURVEY COMPLETED 11/30/97

WATERS LAND SURVEYING
1307 N. James Street
Rome, NY 13440
(315) 339-2639

P.L.S. No. 050027

MAP

S TO BE CONVEYED TO

DEVELOPMENT AGENCY

DA STATE OF NEW YORK

LIBER 2929 PAGE 207

14-15	S43°18'39"W	428.48'
15-16	S76°40'56"W	11.08'
16-17	S44°20'06"W	146.76'
17-18	N83°27'38"W	246.96'
18-19	N33°02'32"E	95.64'
19-20	N19°33'12"E	101.00'
20-21	N83°55'04"E	171.85'
21-1	N61°15'20"E	116.32'

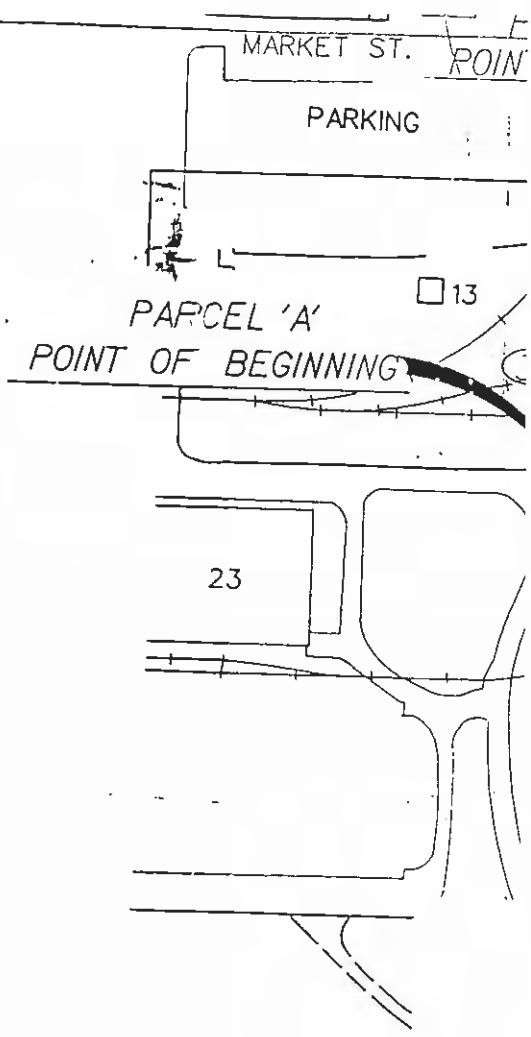
AREA = 318,117.9± sq.ft
or
7.303 ± acres

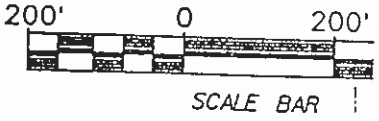
PARCEL 'C'

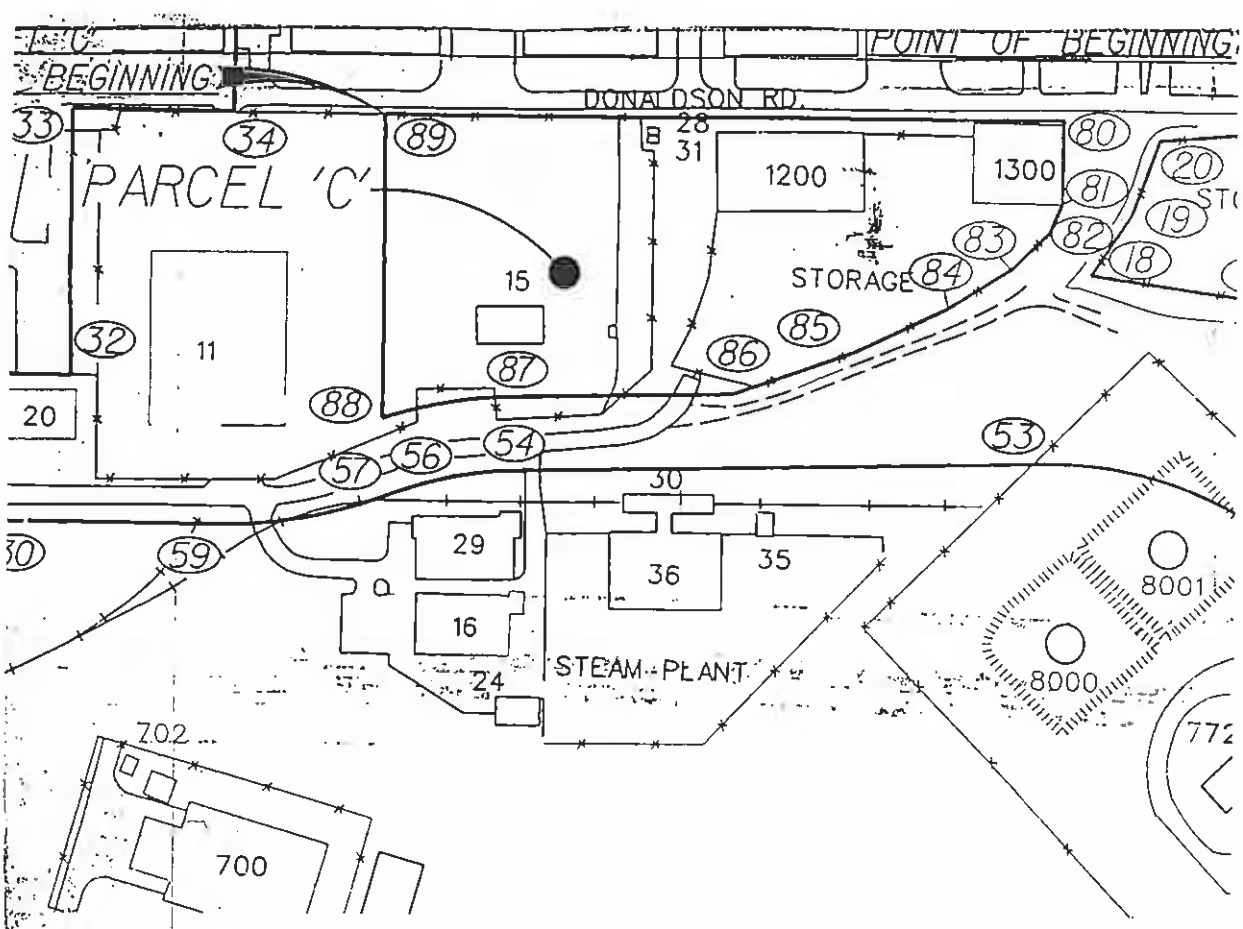
COURSE	DIRECTION	DISTANCE (FEET)
89 - 80	N88°26'06"E	908.40'
80 - 81	S00°42'22"E	107.93'
81 - 82	S23°06'06"W	40.44'
82 - 83	S45°07'54"W	69.19'
83 - 84	S56°31'03"W	97.20'
84 - 85	S63°02'37"W	136.46'
85 - 86	S68°42'40"W	173.47'
86 - 87	S87°11'37"W	296.53'
87 - 88	Radius = 601.16' Chord Length = 177.49' Chord Direction = S78°42'16"W	
88 - 89	N00°24'18"E	396.89'

AREA = 290,101.7± sq.ft
or
6.659 ± acres

Radius 600.00'	
Chord Length 440.94'	
Chord Direction S35°08'09"E	
N13°34'30"E	206.93'
Radius 500.00'	
Chord Length 269.52'	
Chord Direction S29°12'46"E	
S45°08'45"W	100.00'
Radius 600.00'	
Chord Length 323.43'	
Chord Direction N29°12'43"W	
N13°34'42"W	206.92'
Radius 500.00'	
Chord Length 637.63'	
Chord Direction N53°11'29"W	
S87°11'38"W	711.05'
Radius 501.17'	
Chord Length 158.46'	
Chord Direction S78°05'53"W	
S68°59'26"W	33.72'
Radius 598.78'	
Chord Length 208.43'	
Chord Direction S79°01'31"W	
S89°02'55"W	299.93'
A = 3,634,339.2 ± sq.ft	
or	
83.43 ± acres	







THIS SURVEY WAS PREPARED FOR THE PARTIES AND PURPOSES INDICATED HEREON. ANY EXTENSION OF THE USE BEYOND THE PARTIES OR PURPOSE IS EXPRESSLY FORBIDDEN WITHOUT THE WRITTEN RELEASE OR PERMISSION OF WATERS LAND SURVEYING: Michael P. Waters P.L.S. No. 050027

CERTIFY TO:

AIR FORCE BASE CONVERSION AGENCY
ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
GRIFFISS LOCAL DEVELOPMENT CORPORATION

STATE OF N
MICHAEL P.
050
LICENSED LA

I hereby certify that this is an accurate map, made from an accurate field survey, and that this survey was prepared in accordance with the minimum standards set forth in "The Existing Code of Practice for Surveys" as adopted by the New York State Association of Professional Land Surveyors.

Michael P. Waters, P.L.S. No. 50027

8/26/00
Date

400'

DOD RETAINED NOT BEING TRANSFERRED

AREA OF CONCERN INTERIM REMEDIAL ACTON
RESTRICTED ACCESS TO SURFACE AND
SUBSURFACE SOILS UNTIL FINAL REMEDIAL
ACTIONS ARE APPROVED BY BCT.
ONLY GROUNDWATER RESTRICTIONS REQUIRED
ARE GLOBAL GROUNDWATER RESTRICTIONS

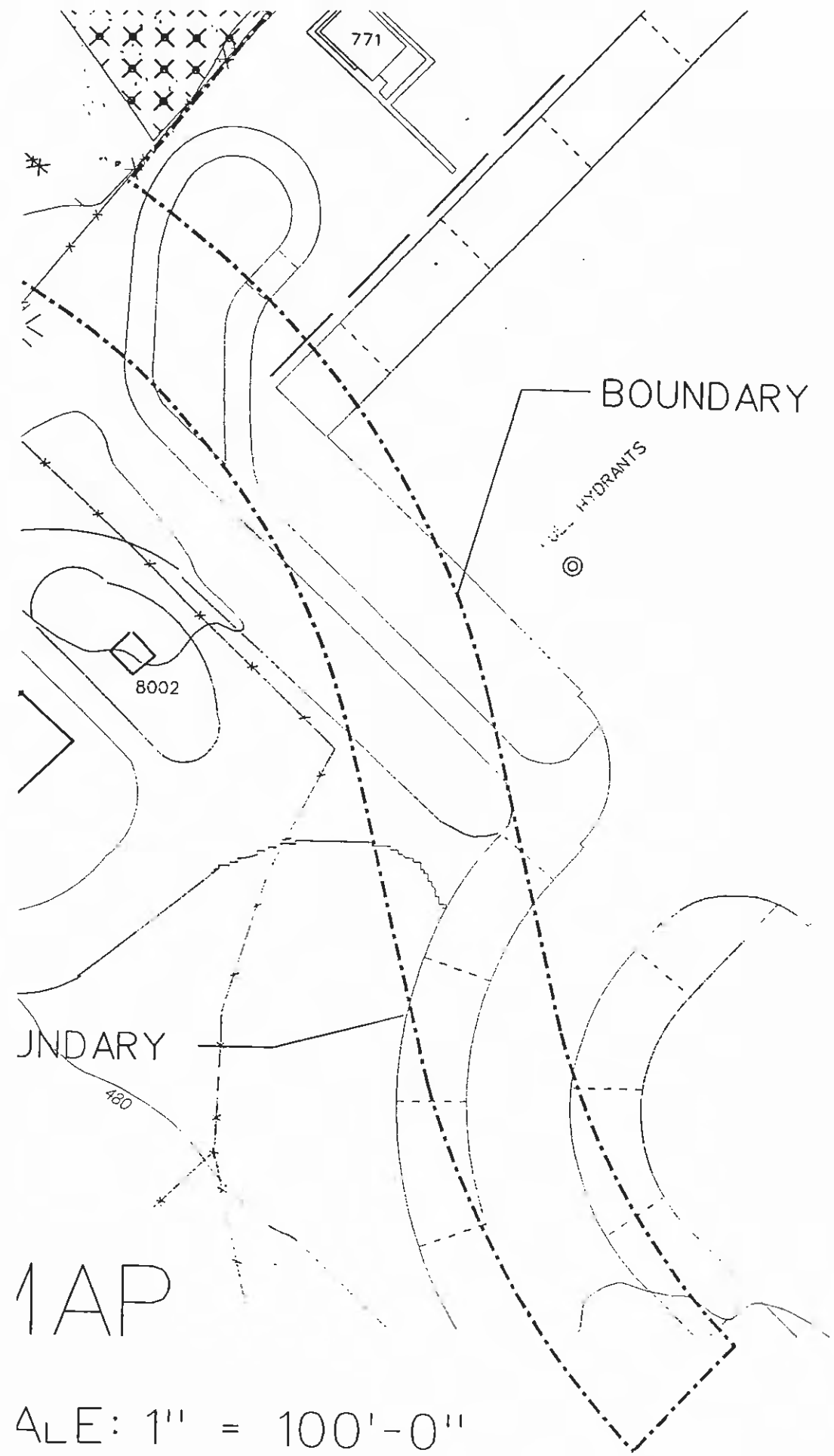
AREA OF CONCERN INTERIM REMEDIAL ACTON
RESTRICTED ACCESS TO SOILS UNDER
FLOOR UNTIL FINAL REMEDIAL ACTIONS
ARE COMPLETED AND APPROVED BY BCT.
ONLY GROUNDWATER RESTRICTIONS REQUIRED
ARE GLOBAL GROUNDWATER RESTRICTIONS

PCB CONTAMINATED SOILS. SUBSURFACE SOIL
BELOW CLEAN FILL MUST REMAIN ON SITE
BE COVERED WITH A MINIMUM OF 12" OF
CLEAN FILL. ONLY GROUNDWATER RESTRICTIONS
REQUIRED ARE GLOBAL GROUNDWATER RESTRICTIONS

PETROLEUM INTERIM REMEDIAL ACTON
RESTRICTED ACCESS TO SUBURFACE SOILS UNTIL
FINAL REMEDIAL ACTIONS ARE APPROVED BY BCT.
ONLY GROUNDWATER RESTRICTIONS REQUIRED
ARE GLOBAL GROUNDWATER RESTRICTIONS

PETROLEUM INTERIM REMEDIAL ACTON
RESTRICTED ACCESS TO SUBURFACE SOILS UNTIL
FINAL REMEDIAL ACTIONS ARE APPROVED BY BCT.
CONSTRUCTION ACTIVITIES IN THE
GROUNDWATER ARE ALSO RESTRICTED.

PETROLEUM INTERIM REMEDIAL ACTON
RESTRICTED ACCESS TO SUBURFACE SOILS UNTIL
FINAL REMEDIAL ACTIONS ARE APPROVED BY NYSDEC
REGION 6. ONLY GROUNDWATER RESTRICTIONS
REQUIRED ARE GLOBAL GROUNDWATER RESTRICTIONS



346

F1A

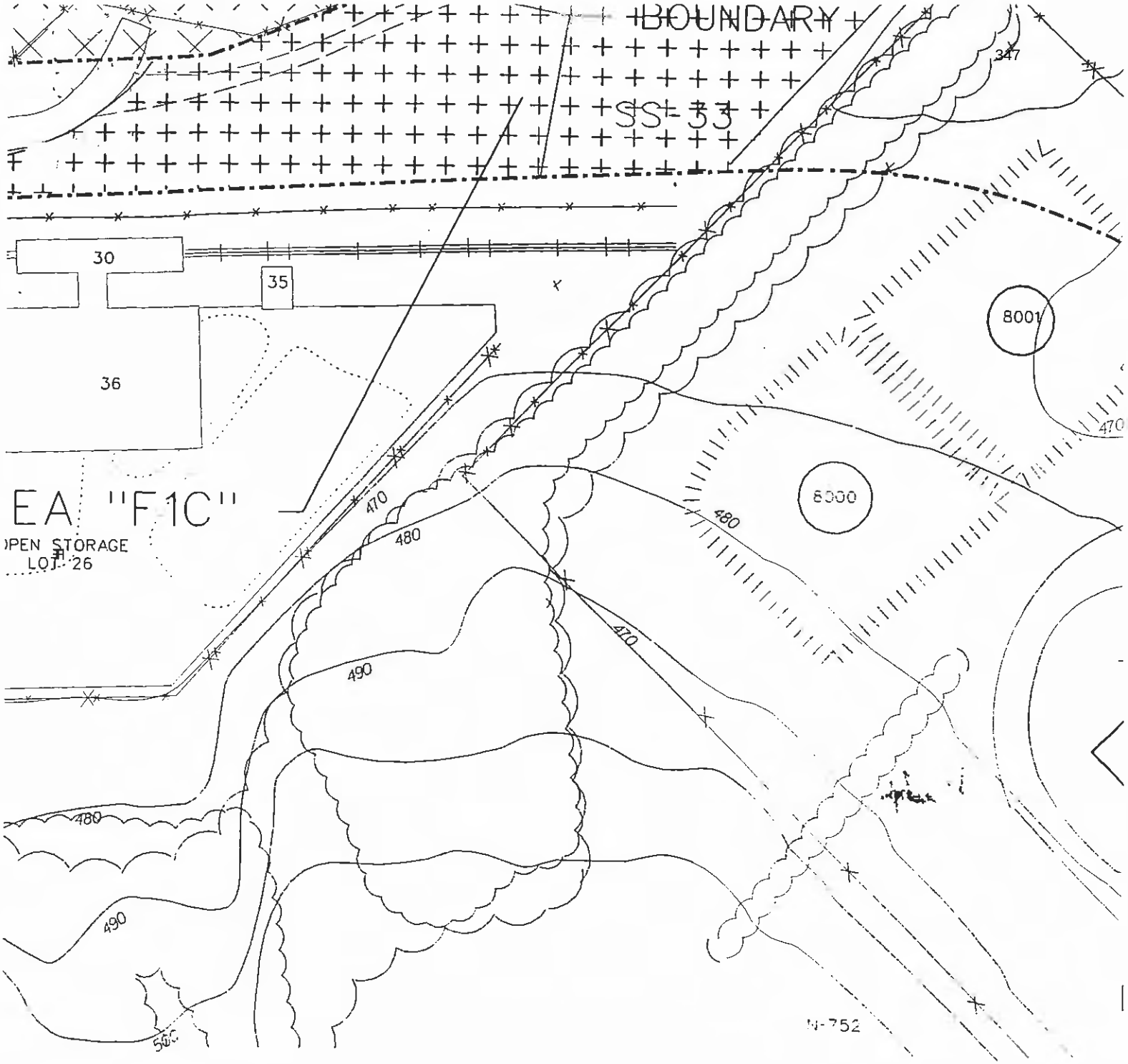
F1B

F1C

F1D

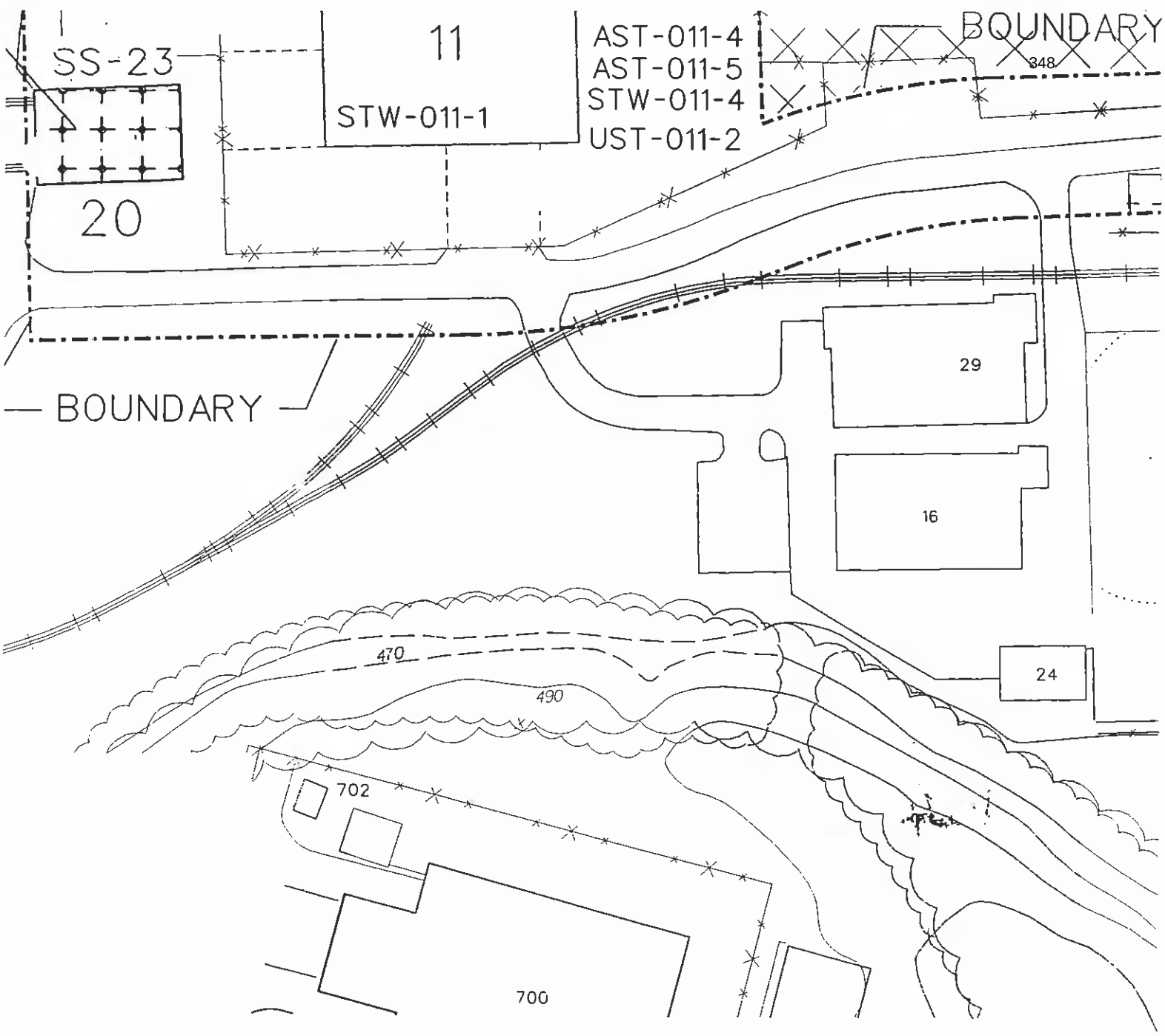
F1E

F1F



- DEED RESTRICTION

REVISED 3/27/00

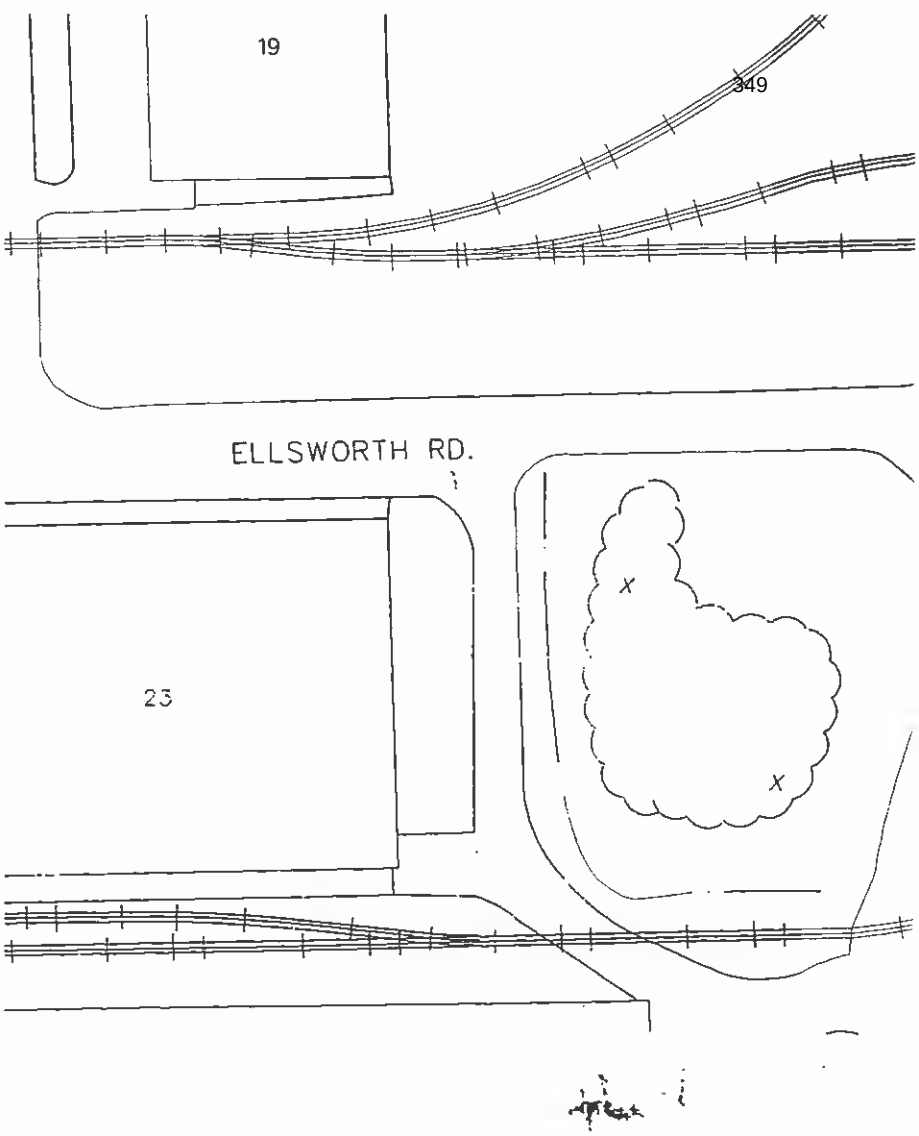


= 85.8 ACRES

= 20.9 ACRES

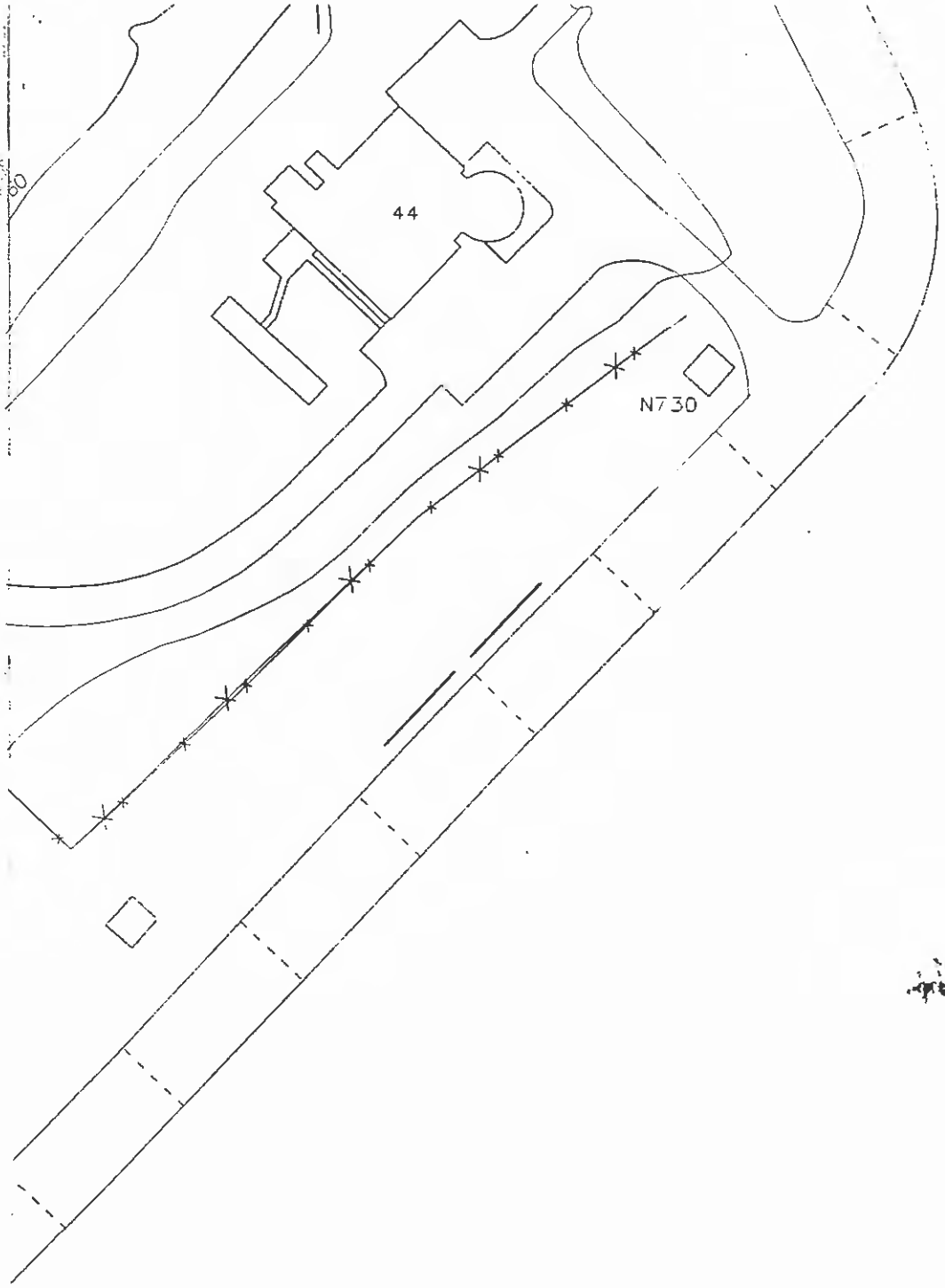
= 64.9 ACRES

PARCEL F



TOTAL F1 PARC
DOD RETAINED (NOT IN FOSE
AREA TO BE TRANSFERRE

C:\osimaps\dueed.dgn Mar. 27, 2000 11:41.26

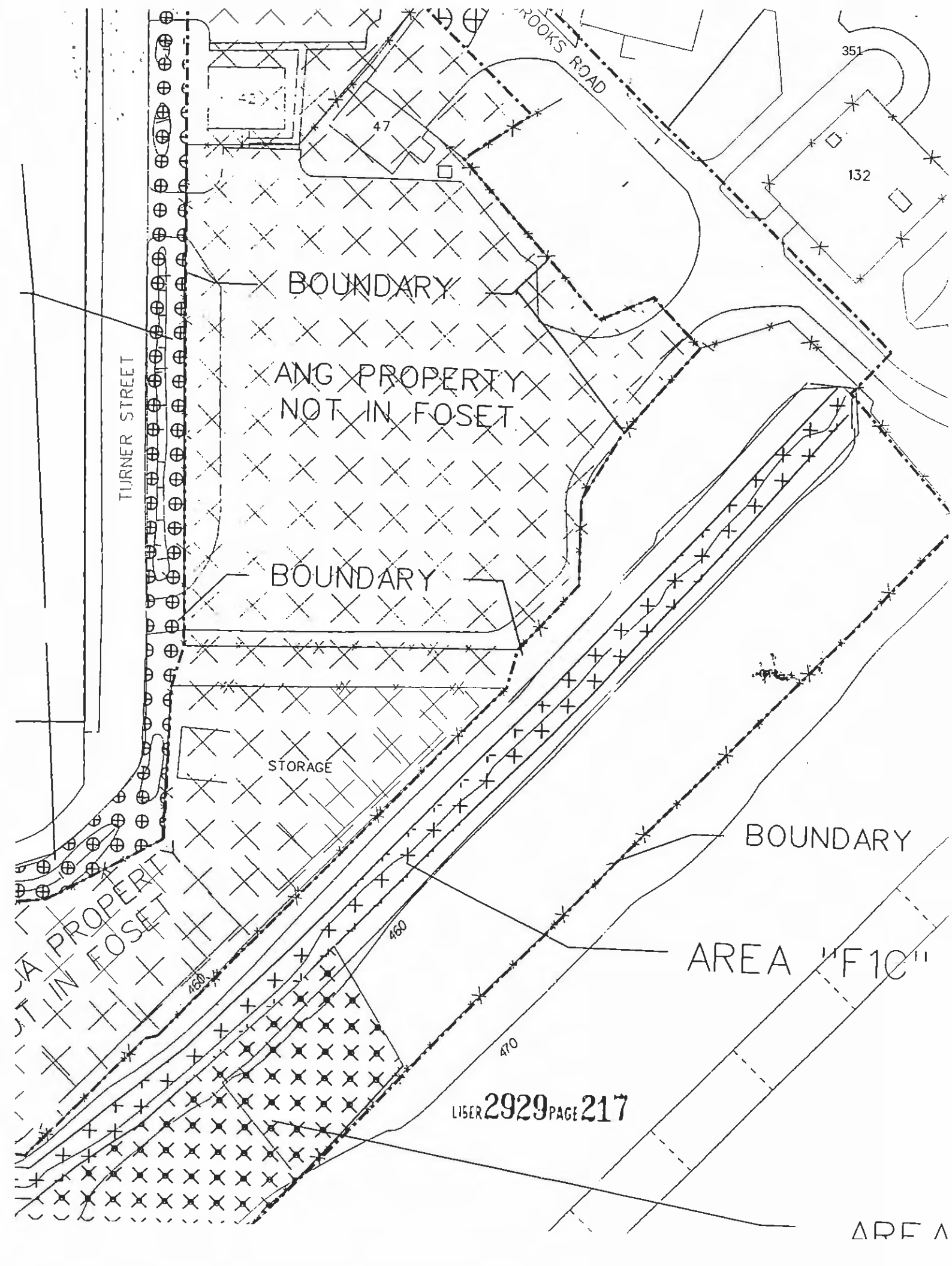


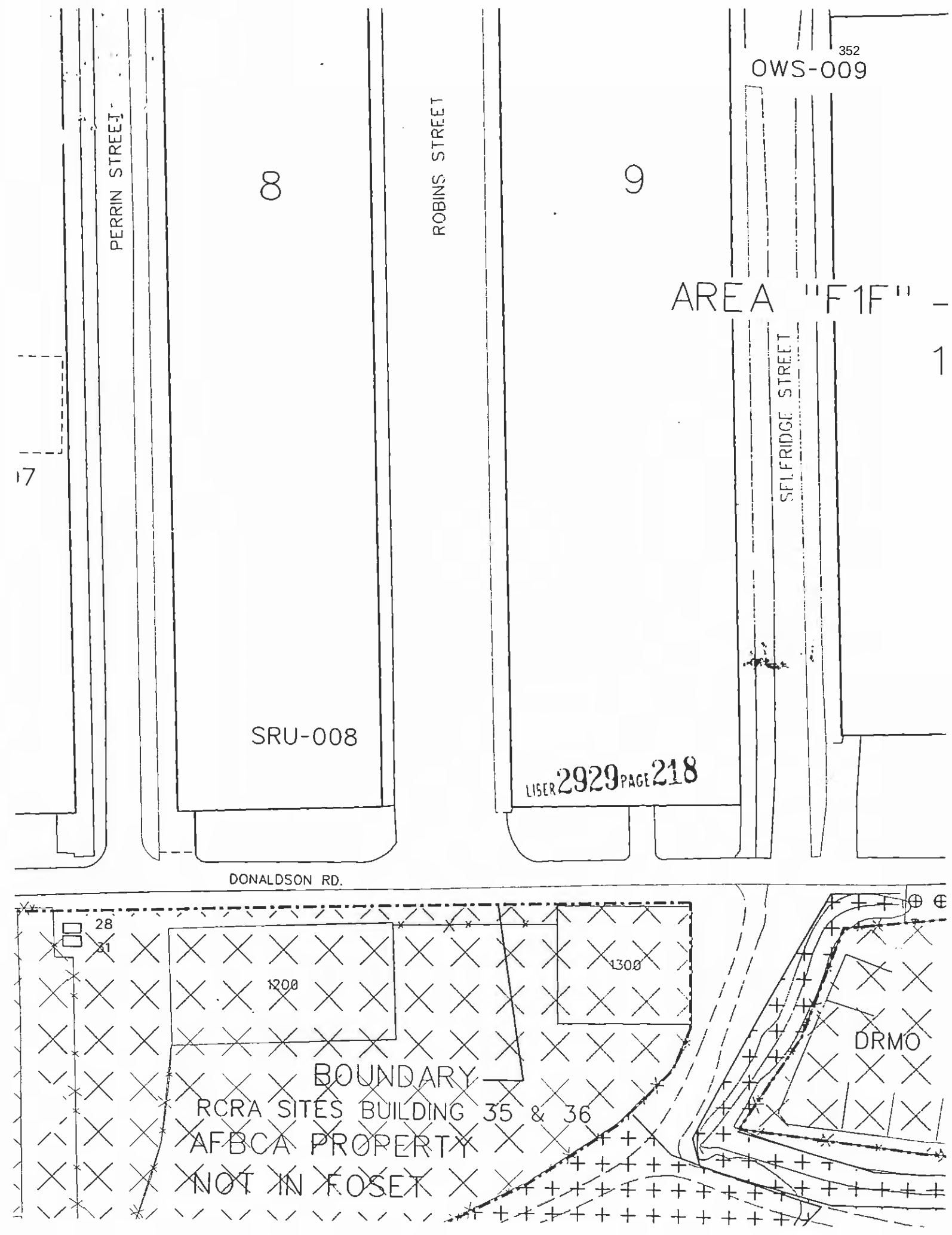
GLOBAL GROUNDWATER RESTRICTION

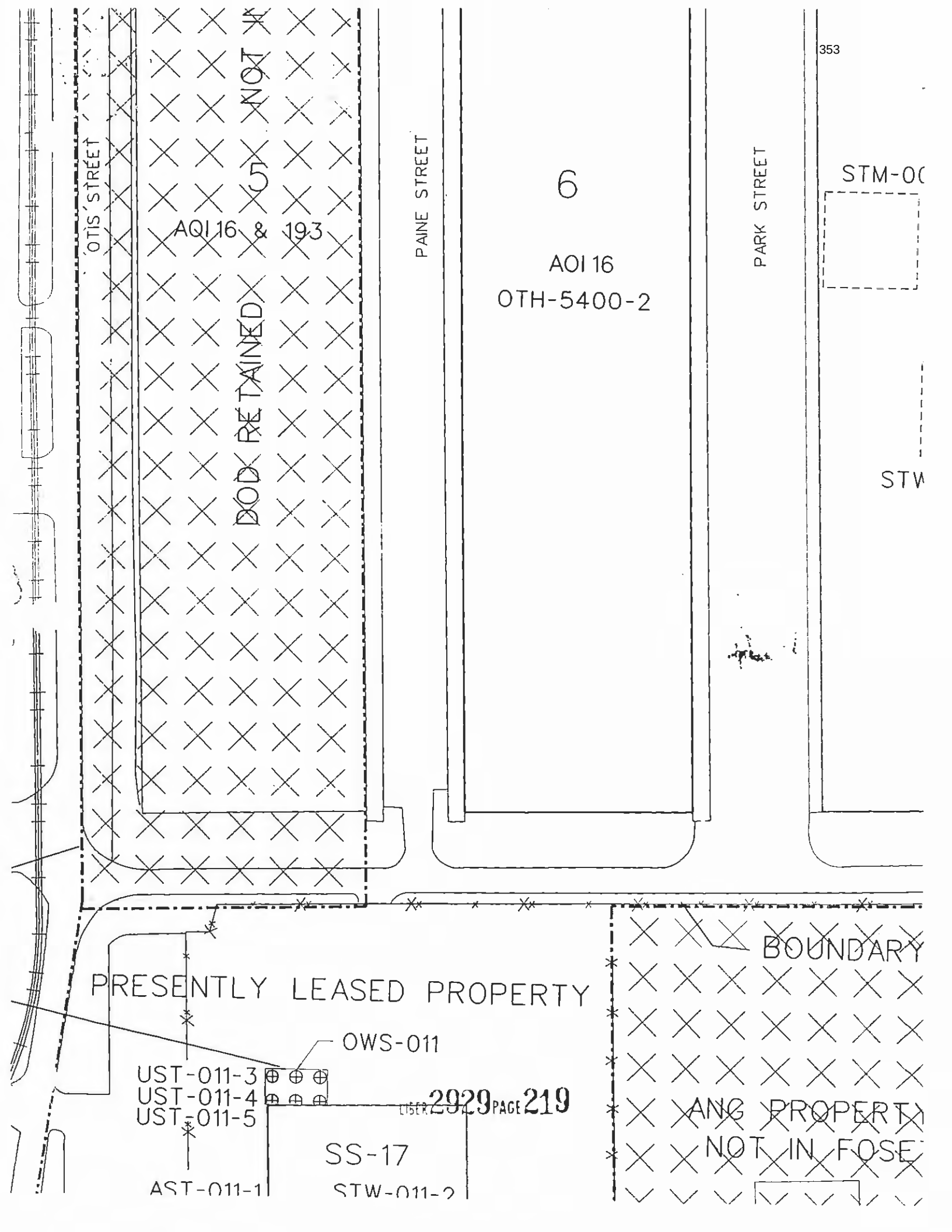
THE OWNER SHALL NOT EXTRACT, UTILIZE, OR CONSUME OR PERMIT TO BE EXTRACTED, ANY WATER FROM THE AQUIFER BELOW THE SURFACES OF THE GROUND WITHIN THE BOUNDARY OF THE PROPERTY UNLESS SUCH GROUNDWATER HAS BEEN TESTED AND FOUND TO MEET ALL APPLICABLE STANDARDS.

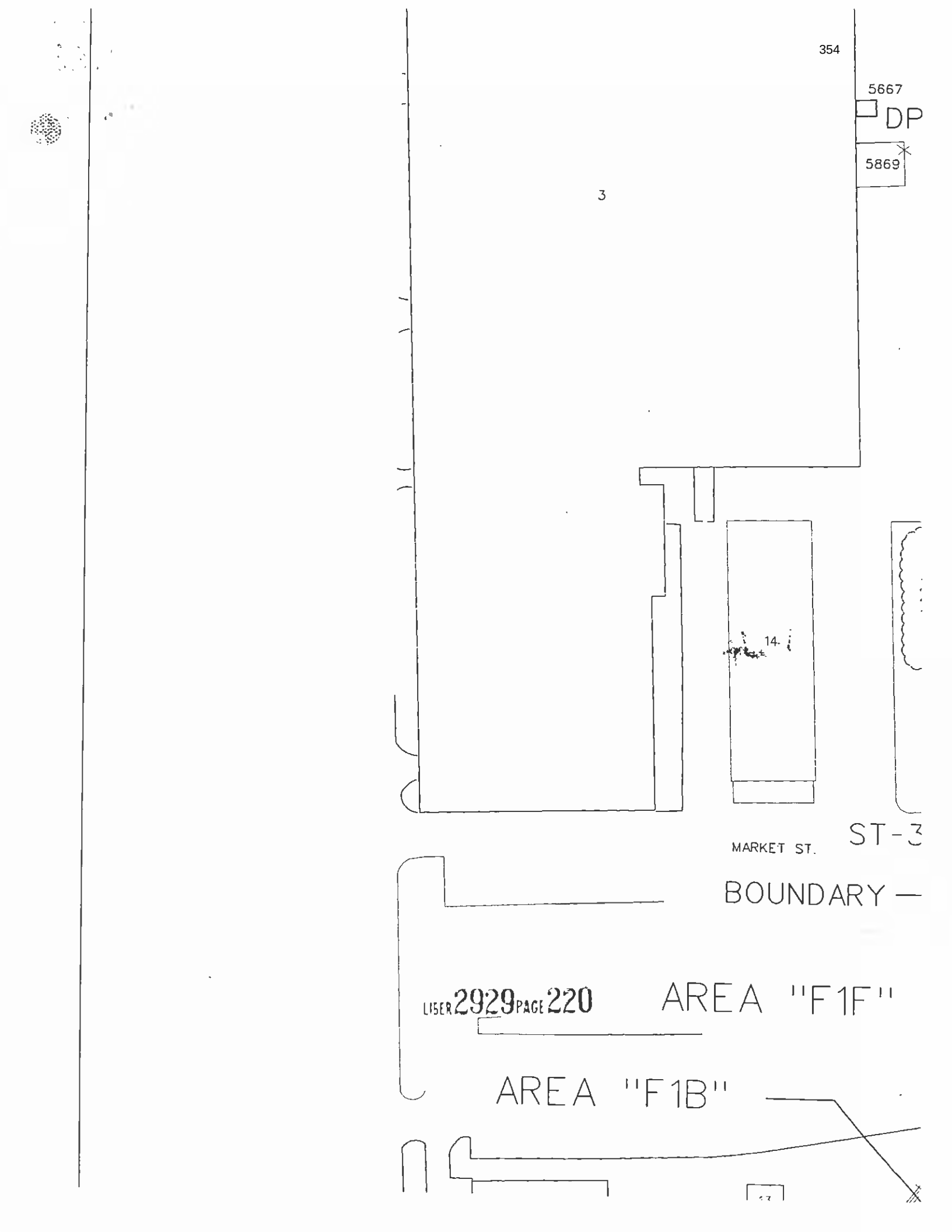
LIBER 2929 PAGE 216

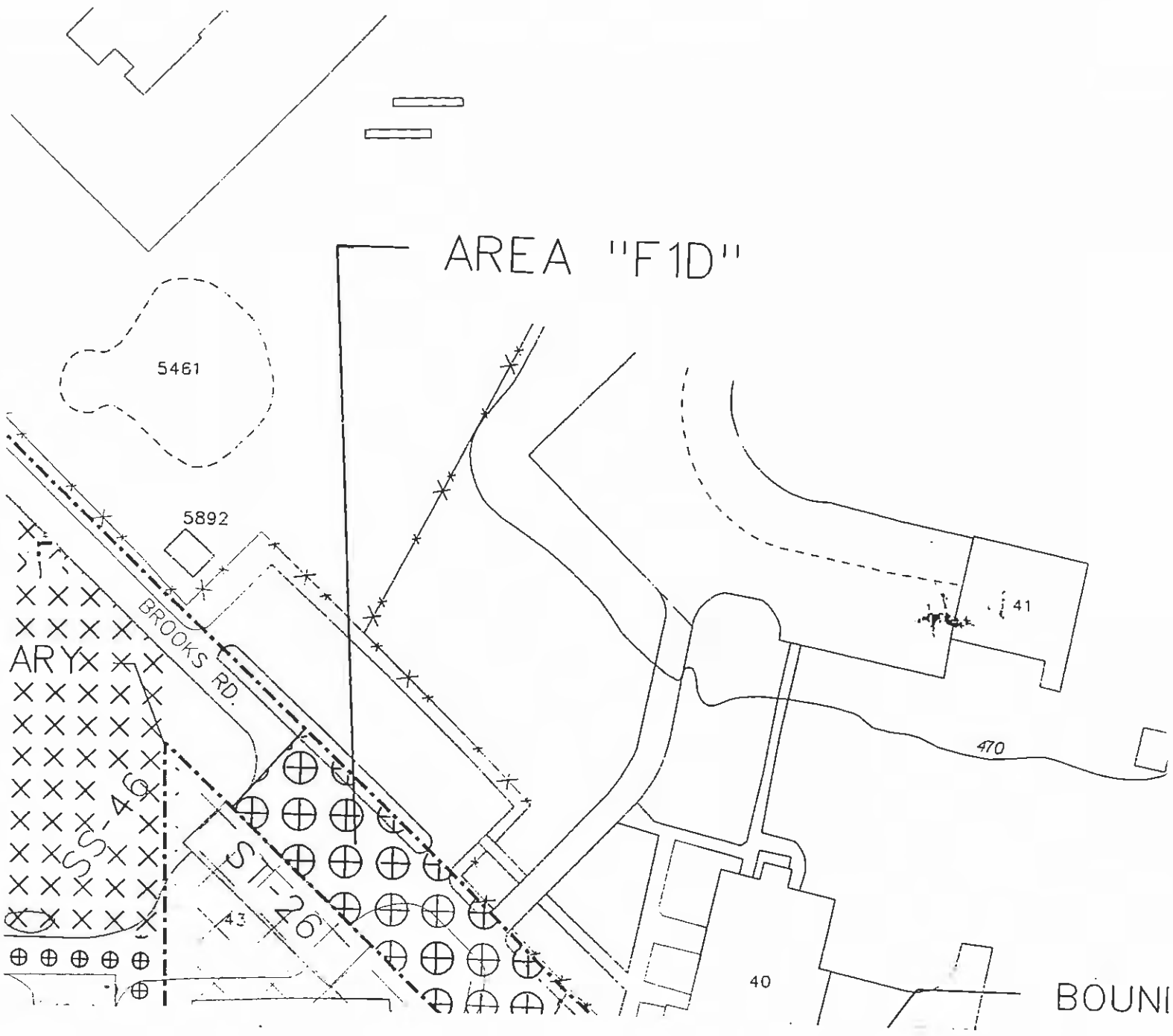
"F1F"

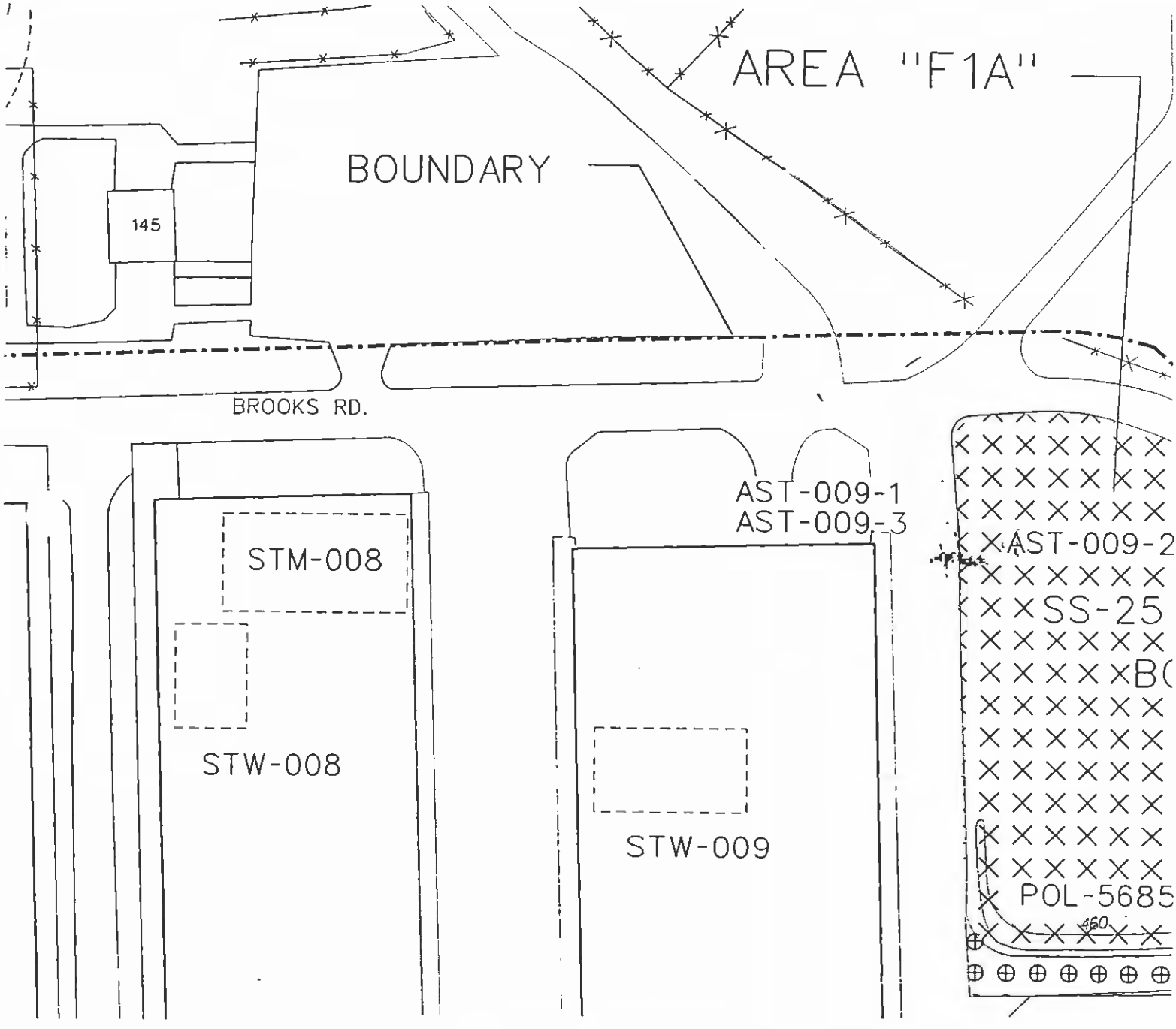

BROOKS ROAD
351
132
47
BOUNDARY
ANG PROPERTY
NOT IN FOSET
TURNER STREET
BOUNDARY
STORAGE
BOUNDARY
460
460
470
AREA "F10"
LIBER 2929 PAGE 217

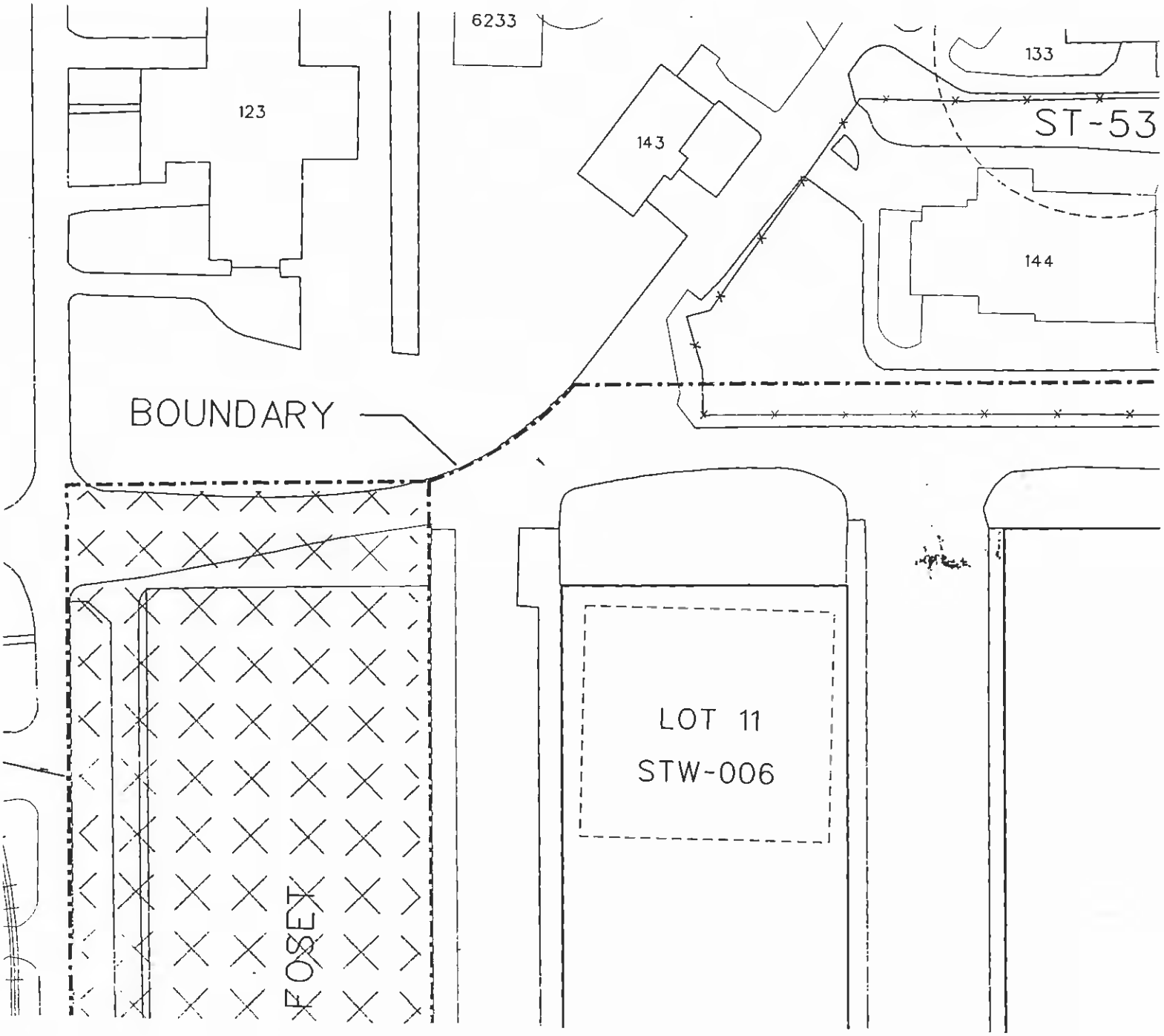

352
OWS-009
PERRIN STREET
8
ROBINS STREET
9
AREA "F1F" -
1
SELFRIDGE STREET
17
SRU-008
LISER 2929 PAGE 218
DONALDSON RD.
28
31
1200
1300
DRMO
BOUNDARY
RCRA SITES BUILDING 35 & 36
AFBCA PROPERTY
NOT IN FOSET

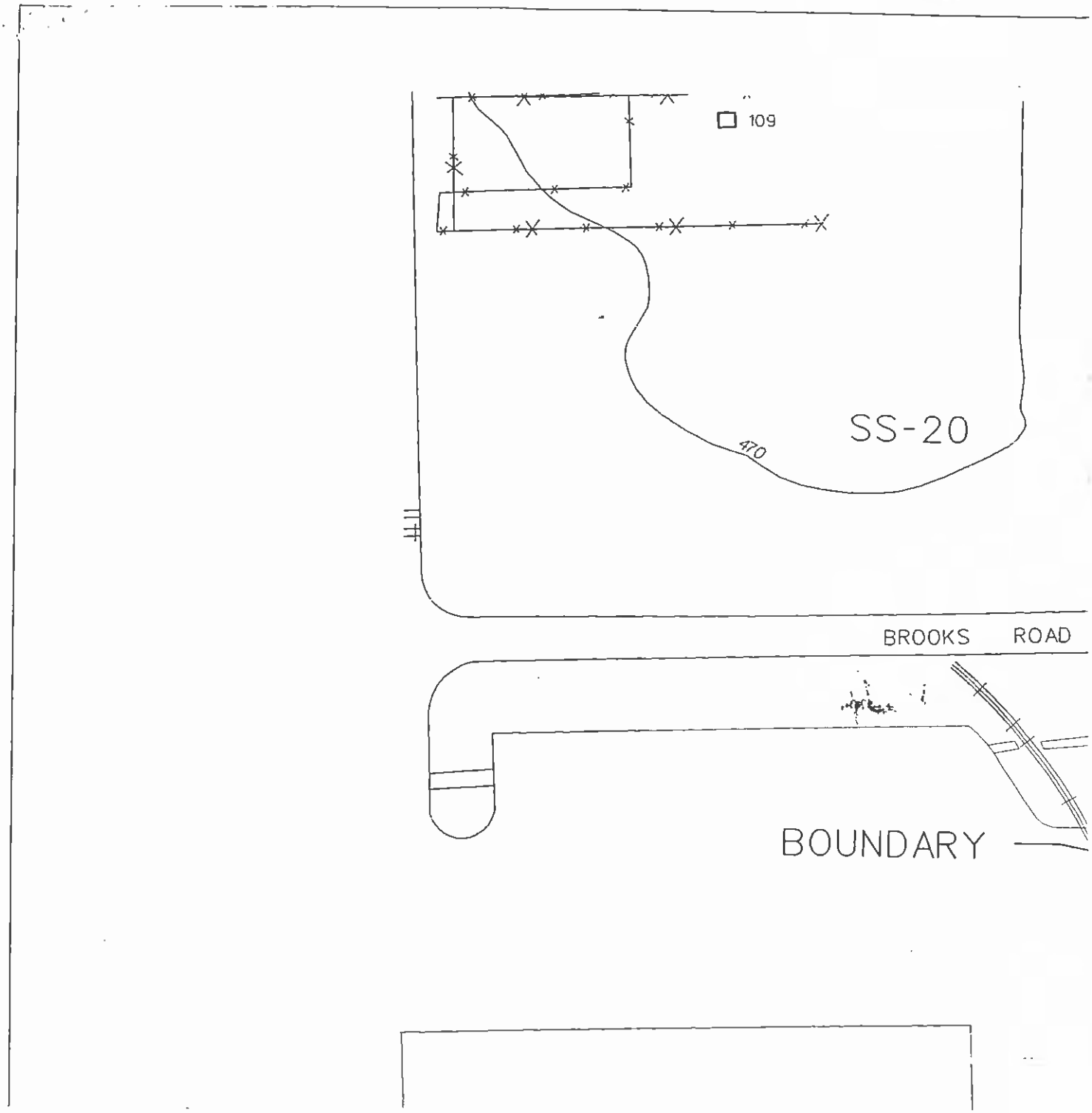

353
OTIS STREET
AOI 16 & 193
DOD RETAINED (NOT
PAINE STREET
6
AOI 16
OTH-5400-2
PARK STREET
STM-0(
STW
BOUNDARY
PRESENTLY LEASED PROPERTY
OWS-011
UST-011-3
UST-011-4
UST-011-5
LIBER 2929 PAGE 219
SS-17
AST-011-1
STW-011-2
ANG PROPERTY
NOT IN FOSE


354
5667
DP
5869
3
14
MARKET ST.
ST-3
BOUNDARY —
LIBER 2929 PAGE 220
AREA "F1F"
AREA "F1B"


AREA "F1D"
5461
5892
BROOKS RD.
ARY
ST-46
43
41
470
40
BOUNI


AREA "F1A"
BOUNDARY
145
BROOKS RD.
AST-009-1
AST-009-3
AST-009-2
STM-008
STW-008
STW-009
SS-25
POL-5685


6233
123
143
133
ST-53
144
BOUNDARY
LOT 11
STW-006
FOSET


109
SS-20
470
BROOKS ROAD
BOUNDARY

GRI-EDC-2000-001-D-3
Parcel F-2
Oneida County Industrial Development Agency

93.11 Acres

Parcel F2

RICHARD D. ALLEN
ONEIDA COUNTY CLERK

RECORDING CERTIFICATE

TRANSACTION NUMBER _____

NEW YORK QUITCLAIM DEED
TYPE OF INSTRUMENT

UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE SECRETARY OF THE AIR FORCE
FIRST PARTY

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
SECOND PARTY

HESTER, SAUNDERS, KAHLER
MANION & LOCKE, L.L.P.
ATTORNEYS & COUNSELORS AT LAW
185 GENESEE STREET, SUITE 1400
UTICA, NEW YORK 13501-2194
RECEIVED FROM

RECORDED

LIBER 2977
PAGE 228

06/27/2001 01:58:52 P.M.
RICHARD D. ALLEN
ONEIDA COUNTY CLERK

TRANSACTION # 12937

RECEIPT # 13652

_____ 13
RECORDING CHARGE RECORDING PAGES

EXAMINED AND CHARGED AS FOLLOWS

TRANSFER TAX E
RS # 7432
TOWN Rome

MTG/DEED AMOUNT 0
MORTGAGE # _____
RECEIVED TAX ON ABOVE MORTGAGE
BASIC _____
SPECIAL ADDL _____
MORTGAGE TAX TOTAL _____

TOTAL RECORDING FEES 84

THIS PAGE IS PART OF THE INSTRUMENT

HEREBY CERTIFY THAT THE WITHIN AND FOREGOING WAS RECORDED IN THE CLERK'S OFFICE F ONEIDA COUNTY, NEW YORK.

TERMINAL ID 2
INITIALS [illegible]

THIS SHEET CONSTITUTES THE CLERK'S ENDORSEMENT, REQUIRED BY SECTION 316 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK. *DO NOT DETACH.* THIS PAGE IS PART OF THE RECORDED INSTRUMENT.

RETURN TO: (NAME) HESTER, SAUNDERS, KAHLER MANION & LOCKE, L.L.P.
(ADDRESS) ATTORNEYS & COUNSELORS AT LAW 185 GENESEE STREET, SUITE 1400 UTICA, NEW YORK 13501-2194

ONEIDA COUNTY NEW YORK

NEW YORK QUITCLAIM DEED

I. PARTIES

THIS DEED is made and entered into this 31st day of July, 2000, by and between the UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder (the "Grantor"), and ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, an instrumentality and public benefit corporation of the State of New York (the "Grantee"). When used in this Deed, unless the context specifies otherwise, "Grantor" shall include the assigns of the Grantor, and "Grantee" shall include the successors and assigns of the Grantee.

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, THAT in consideration of the sum of TEN DOLLARS ($10.00), receipt of which is hereby acknowledged, the Grantor hereby quitclaims to the Grantee, whose post office address is 153 Brooks Road, Rome, New York 13441-4105, all the real property situated in the City of Rome, County of Oneida, and State of New York described as set forth on Exhibit A to this Deed.

III. APPURTENANCES

TOGETHER WITH all the buildings and improvements erected thereon, 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).

IV. EXCEPTIONS

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

RECEIVED
01 JUN 13 PM 12:05
CITY CLERK'S OFFICE
ROME, N.Y.

RECEIVED
JUN 13 2001
Rome Assessor's Office

V. RESERVATIONS

A. RESERVING UNTO THE GRANTOR, including the United States Environmental Protection Agency ("EPA") 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:

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 relating 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, or the covenant of the Grantor in Section VII.F.9. of this Deed, but not limited to, the installation of monitoring wells, pumping wells, and treatment facilities.

B. AND FURTHER RESERVING all existing reservations, easements, restrictions, and rights, recorded or unrecorded, for public roads, highways, streets, railroads, and other rights-of-way, including but not limited to the specific easements, reservations, rights, and covenants described in this Deed, and to any matters which may be revealed by a detailed survey and a physical inspection of the Property.

VI. CONDITION

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

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

VII. 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 hereby acknowledges the required disclosure in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. Section 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 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 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 dwelling (as defined in Title X). Further, the Grantee covenants and agrees that LBP hazards in target housing constructed prior to 1960 will be abated in accordance with Title X before use and occupancy as a residential dwelling. "Target housing" means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than six [6] years of age resides, or is expected to reside, in such housing) or any zero-bedroom dwelling. LBP might be present in the interior and exterior of Buildings 128, 776, and 780. Grantee will be responsible for managing all LBP and potential LBP in compliance with New York State Department of Environmental Conservation (NYSDEC) Solid Waste Regulations and all other applicable laws and regulations.

3. 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.

4. The Grantee hereby acknowledges that the Air Force has classified Buildings 128, 776, and 780, as facilities with a probability of having LBP because they were constructed prior to 1978 when maximum allowable content of lead in paint was reduced. Grantee will be responsible for managing all LBP including rubblized material generated during demolition which contains LBP and potential LBP in compliance with NYSDEC Solid Waste Regulations and all other applicable laws and regulations.

B. 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. ACM was identified in Buildings 128, 776 and 780. Grantee will monitor the condition of the existing ACM and comply with all applicable Federal, State and local laws, rules and regulations relating to asbestos. Grantee will be required to remove or remediate any ACM which, during the period of this Deed, becomes damaged or deteriorated. Grantee will submit an appropriate asbestos disposal plan to the Air Force for approval prior to conducting any remediation or demolition activities, and be responsible for the management of damaged or deteriorated ACM in facilities that will be demolished but occupied temporarily.

C. Sanitary Sewer Systems. All buildings transferred in this deed are connected to a sanitary sewer. Grantee is required to submit an application for discharging to the sanitary sewer for any new construction and to meet all applicable wastewater discharge permit standards.

D. 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 NYSDEC and the GRANTOR.

E. 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.

F. Environmental Covenants.

1. 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 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 and agrees to the requirement for additional evaluation of a portion of the property within Area of Interest (AOI) 193 should the property use change from industrial/commercial to residential. The extent of the restricted area is shown on Exhibit B.

4. The GRANTEE covenants that it will not allow construction activities in the subsurface soils or groundwater in the areas of Underground Storage Tank (UST) UST-014-2, 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 spill sites for investigation purposes.

5. 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.

6. 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 6 are satisfied, no groundwater from the Property may be used.

7. 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 Realignment and Closure Cleanup Team (BCT).

8. The GRANTEE covenants not to relocate soils during any construction activities in the area identified as ST-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.

9. 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 UST-014-2, SS-20, ST-44, ST-36, and SD-52 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.

10. 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.

11. 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.

G. 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. Hazardous Substance Notice

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

UNITED STATES OF AMERICA

By: Joyce K. Frank
JOYCE K. FRANK
Deputy Director
Air Force Base Conversion Agency

COMMONWEALTH OF VIRGINIA)
) ss.:
COUNTY OF ARLINGTON)

On the 31st day of July, in the year 2000, before me personally came Joyce K. Frank to me known, who, being by me duly sworn, did depose and say that she resides at 9625 Hillock Court, in Burke (city), _____ (county), Virginia (state); that she is the Deputy Director, Air Force Base Conversion Agency, described in and which executed the above instrument; and that she signed her name thereto by authority of the Secretary of the Air Force.

Kathleen A. Ludwig
Notary Public

My commission expires on June 30 2001.

ACCEPTANCE

The GRANTEE hereby accepts this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE: June 12, 2001 mc

Oneida County Industrial Development Agency
(Grantee)

By: Joseph Gaeta
Secretary OCIDA

Attest:

EXHIBIT A

(Parcel F2)

ALL THOSE TRACTS, PIECES, OR PARCELS OF LAND situate in the City of Rome, County of Oneida and State of New York shown as Parcels A, B, C and D on a 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 F2); made by Michael P. Waters, P.L.S. No 050027, dated December 3, 1997 and last revised May 2001, said Parcels A, B, C and D being more particularly bounded and described as follows:

PARCEL "A"

Beginning at a point on the easterly side of Wright Drive; said point being southerly along said easterly side of Wright Drive 483± feet from its intersection with the northeasterly side of Hill Road;

Thence through the lands of the United States of America the following fifty five (55) courses and distances:

1. North 07° 05' 08" West, 483.12 feet to a point;
2. North 52° 05' 06" West, 1,606.08 feet to a point;
3. Northerly along a curve to the right having a radius of 913.75 feet, a chord length of 393.47 feet, a chord direction of North 35° 41' 40" West to a point;
4. North 22° 49' 52" West, 115.73 feet to a point;
5. North 07° 27' 27" West, 148.13 feet to a point;
6. North 89° 02' 52" East, 658.76 feet to a point;
7. North 01° 41' 33" West, 1,552.04 feet to a point;
8. North 88° 24' 09" East, 292.26 feet to a point;
9. South 01° 16' 31" East, 154.57 feet to a point
10. South 88° 54' 39" West, 241.15 feet to a point;
11. South 01° 41' 33" East, 387.57 feet to a point;
12. North 88° 21' 58" East, 255.06 feet to a point;
13. South 01° 38' 17" East, 504.70 feet to a point;
14. North 88° 13' 18" East, 788.31 feet to a point;
15. South 01° 38' 20" East 50.00 feet to a point;
16. South 88° 13' 17" West, 511.79 feet to a point;
17. South 01° 38' 16" East, 429.92 feet to a point;
18. North 88° 18' 48" East, 511.80 feet to a point;
19. North 01° 40' 01" West, 15.00 feet to a point;
20. North 88° 18' 49" East, 676.14 feet to a point;
21. North 01° 43' 54" West, 255.93 feet to a point;
22. North 88° 16' 06" East, 557.56 feet to a point;
23. North 04° 23' 03" East, 212.58 feet to a point;
24. North 01° 44' 01" West, 1,038.07 feet to a point;

25. South 88° 24' 10" West, 496.21 feet to a point;
26. North 01° 27' 46" West, 373.88 feet to a point;
27. North 88° 41' 03" East, 295.62 feet to a point;
28. North 01° 27'46" West, 605.78 feet to a point;
29. North 88° 21' 55" East, 295.97 feet to a point;
30. South 01° 44' 00" East, 882.51 feet to a point;
31. North 88° 09' 43" East, 217.18 feet to a point;
32. South 01° 44' 10" East, 1,235.93 feet to a point;
33. South 88° 26' 06" West, 217.20 feet to a point;
34. South 01° 44' 01" East, 346.62 feet to a point;
35. South 89° 02' 52" West, 97.59 feet to a point;
36. South 01° 13' 34" East, 196.31 feet to a point;
37. North 89° 02' 53" East, 299.93 feet to a point;
38. South 01° 13' 34" East, 105.30 feet to a point
39. South 67° 50' 50" West, 470.94 feet to a point;
40. Southeasterly along a curve to the left, having a radius of 148.60 feet, a chord length of 18.81 feet, a chord direction of South 00° 55' 23" East to a point;
41. Southeasterly along a curve to the left, having a radius of 557.06 feet, a chord length of 91.42 feet, a chord direction of South 09° 15' 44" East to a point;
42. Southeasterly along a curve to the left, having a radius of 658.61 feet, a chord length of 153.18 feet, a chord direction of South 17° 34' 11" East to a point;
43. South 88° 52' 14" West, 1,163.24 feet to a point;
44. North 02° 56' 24" West, 426.37 feet to a point;
45. Northwesterly along a curve to the left, having a radius of 276.23 feet, a chord length of 184.62 feet, a chord direction of North 53° 48' 46" West to a point;
46. South 89° 02' 53" West, 169.06 feet to a point;
47. Southwesterly along a curve to the left, having a radius of 55.12 feet, a chord length of 54.51 feet, a chord direction of South 33° 14' 23" West to a point;
48. South 00° 39' 49" West, 103.69 feet to a point;
49. South 06° 46' 31" East, 1,033.11 feet to a point;
50. Southeasterly along a curve to the left having a radius of 59.43 feet, a chord length of 66.04 feet, a chord direction of South 36° 12' 19" East to a point;
51. Southeasterly along a curve to the left, having a radius of 501.45 feet, a chord length of 156.88 feet, a chord direction of South 73° 46' 34" East to a point;
52. Southeasterly along a curve to the left, having a radius of 3,248.21 feet, a chord length of 151.36 feet, a chord direction of South 82° 25' 34" East to a point;
53. Southeasterly along a curve to the right, having a radius of 153.98 feet, a chord length of 117.26 feet, a chord direction of South 57° 53' 59" East to a point;
54. South 07° 05' 06" East, 561.54 feet to a point;
55. South 82° 54' 56" West, 417.41 feet to the place of beginning being 4,071,701.2 ± square feet or 93.473 acres, more or less.

PARCEL "B"

Beginning at the Easterly side of Central Ave at its intersection with the division line between the herein described parcel on the northeast and platted lands on the southwest;

Thence along said division line the following two (2) courses and distances:

1. North 53° 35' 04" West, 199.89 feet to a point;
2. North 34° 21' 57" West, 154.06 feet to a point;

Thence through the lands of the United States of America the following three (3) courses and distances:

1. North 36° 41' 38" East, 190.99 feet to a point;
2. South 53° 18' 22" East, 347.66 feet to a point;
3. South 37° 10' 53" West 240.04 feet to the place of beginning, being 79,797.2 ± square feet or 1.831 acres, more or less.

PARCEL "C"

Beginning at the Westerly side of Deadlian Drive at its intersection with the Northeasterly side of Patrol Road;

Thence through the lands of the United States of America the following four (4) courses and distances:

1. South 43 ° 05' 58" West, 288.80 feet to a point;
2. North 46° 54' 04" West, 369.42 feet to a point;
3. North 43° 05' 58" East, 288.80 feet to a point;
4. South 46° 54' 04" East 369.42 feet to the place of beginning, being 106,831.8± square feet or 2.452 acres, more or less.

PARCEL "D"

Beginning at the Northeasterly side of Patrol Road 213± feet Southeasterly from its intersection with the Southeasterly side of Bomber Road;

Thence through the lands of the United States of America the following four (4) courses and distances:

1. South 46° 04' 31" East, 350.33 feet to a point;
2. South 43° 25' 04" West, 285.27 feet to a point;
3. North 46° 04' 31" West, 350.33 feet to a point;
4. North 43° 25' 04" East 288.37 feet to the place of beginning, being 101,172.9± square feet or 2.322 acres, more or less.

Griffiss AFB

Notice of Hazardous Substances

Notice is hereby provided that the information set out below from the Basewide EBS and is Supplement provide notice of hazardous substances/waste that are known to have been stored and/or, released/disposed of on property at Griffiss Air Force Base and the dates of storage and/or, release/disposal.

SUBSTANCES STORED

Building Number	Substances Stored	Regulatory	CAS Registry Number	Dates Stored	Quantity (kg/year)
23	Nothing above RQ	N/A	N/A	N/A	N/A
776	Trichloroethylene	Tricloroethene	79-01-6	1978	100

WASTE STORED

Building Number	Waste Stored	Regulatory Waste Number	Year	Quantity (lbs.)
776	Oil/Freon; Rags Freon	F002	1992	1,065
	98% Oil, 2% Freon	F002	1991	920
	1,1,2-Trichloro-1,2,2-Trifluroethane	F002	1990	167

RELEASED/DISPOSED

Substance	CAS Registry Number	Quantity kg/pounds	Date	Hazardous Waste ID Number (if applicable)	Response	Remarks
TCE	79-01-6	Unknown	Unknown	U228	Investigations Underway	ST-53 Building 133 Storage Vault
PCB contaminated sediments	N/A	Unknown	Unknown	B007, UN3077	Feasibility Study Underway	SD-31 Three Mile Creek
PCB contaminated soils	N/A	Unknown	Unknown	Unknown	Soiled removed in 1998	SS-33, Proposed Coal Storage Yard

GRI-EDC-2000-001-D-15
Parcels F-3A & B
Oneida County Industrial Development Agency

101.11 Acres

Saunders

*** DO NOT DETACH ***

Oneida County Clerk's Office

Recording Page

Receipt #:	157996	--------FEES-------	
Instrument #:	2004-009737	Recording and Filing:	136.00
Date:	05/03/2004	Transfer Tax:	0.00
Time:	04:00P	Basic Tax:	0.00
Doc Type:	DEED	Additional Tax:	0.00
1st OR:	UNITED STATES OF AME	Special Tax:	0.00
1st EE:	ONEIDA COUNTY INDUST	Withheld:	0.00
Town:	-	Total:	136.00
Pages:	18		
Serial #:	-	--------MORTGAGE TAX----	
Employee ID:	GP	Amount Taxed:	0.00
Transfer Tax #:	6994	-------TRANSFER TAX-------	
		Consideration Amount:	0.00

State of New York
County of Oneida

*** WARNING -

I hereby certify that the within and foregoing was recorded in the Oneida County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Richard D. Allen
County Clerk

****
* *** DO NOT DETACH *** *
****

Richard D. Allen, Oneida County Clerk

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D

NEW YORK STATE DEED

I. PARTIES

THIS DEED is made and entered into by and between **THE UNITED STATES OF AMERICA,** acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder (the "Grantor"), and the ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, ("OCIDA"), an instrumentality and public benefit corporation of the State of New York (the "Grantee"). (Unless the context otherwise specifically provides, when used in this Deed, "Grantor" includes the assigns of the Grantor and "Air Force" includes any successor entity to the Department of the Air Force or any successor to the Secretary of the Air Force, and "Grantee" includes the successors and assigns of the Grantee.)

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Oneida County Clerk
D

M.R. 1872

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, THAT in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor quitclaims to the Grantee, whose post office address is 153 Brooks Road, Rome New York 13441-4105, all the real property situated in the City of Rome, County of Oneida, and State of New York described as follows: The description is set forth on Exhibit A to this Deed

III. APPURTENANCES

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

RECEIVED
APR 07 2004
Rome Assessor's Office

Saunders Law Firm
Suite 1400
185 Genesee St
Utica

IV. EXCEPTIONS

A. The following described in Exhibit B to this Deed is hereby excepted from the Property: Exception No. 1. Lands known as AFRL-Rome Research Site Parcel No. 1 containing 7.897 acres, more or less. Exception No. 2. Lands containing 1.357 acres, more or less. Exception No. 3. Lands containing 0.562 acre, more or less.

B. ALSO EXCEPTING THERE FROM 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 Enviromental Protection Agency ("EPA") 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 (as hereafter defined) 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 Installation Restoration Program 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 IRP or FFA, if applicable.

3. To conduct any test or survey required by the EPA or the State relating to the implementation of the IRP or FFA, if applicable, 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 FFA, if applicable, or the covenant of the Grantor in section VII.A. of this Deed, including, but not limited to, the installation of monitoring wells, pumping wells, and treatment facilities.

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

VI. CONDITION

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

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

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

A. Pursuant to section 120(h)(3)(A)(i) of CERCLA, the following is notice of hazardous substances on the Property, and a description of remedial action concerning the Property.

1. The Grantor has made a complete search of its files and records. Exhibits C and D contain tables with the name of hazardous substances and waste 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 dates on which such storage, release, or disposal took place.

2. A description of the remedial actions taken by the Grantor on the Property regarding hazardous substances is contained in Exhibit E.

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.

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.

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(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

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. Part 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 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 dwelling (as defined in Title X). Further, the Grantee covenants and agrees that LBP hazards in target housing constructed prior to 1960 will be abated in accordance with Title X before use and occupancy as a residential dwelling. "Target housing" means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than six [6] years of age resides, or is expected to reside, in such housing) or any zero-bedroom dwelling.

3. 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.

4. The Grantee is responsible for managing all demolition debris that contains LBP and potential LBP in compliance with NYSDEC Solid Waste Regulations and other applicable laws and regulations.

B. 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, and that, except for any friable asbestos contained in construction or demolition debris that was disposed of or otherwise released on the Property prior to the date of this Deed, the Grantee will assume all responsibility and liability for the use, maintenance, handling, transportation, treatment, removal, disposal, or other activity causing, or leading to, contact of any kind whatsoever with asbestos on the Property. 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.

C. 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.

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 Airspace," under the authority of the Federal Aviation Act of 1958, as amended.

E. Wetlands. The Property contains wetlands 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 United States Army Corps of Engineers and obtain a permit or waiver under Section 404 of the Clean Water Act of 1977 as amended. For purposes of this provision, "new construction" includes structures, facilities, draining, dredging, channelizing, filling, diking, impounding, and related activities.

F. 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.

X. MISCELLANEOUS

Each covenant of this Deed shall be deemed to touch and concern the land and shall run with the land.

XI. LIST OF EXHIBITS

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

A. Exhibit A - Survey Map
B. Exhibit B - Legal Description
C. Exhibit C - Notice of Hazardous Substances Stored
D. Exhibit D - Notice of Hazardous Waste Stored
E. Exhibit E - Notice of Hazardous Substances Released/Disposed Of
F. Exhibit F - Environmental Map

IN WITNESS WHEREOF, I have hereunto set my hand at the direction of the Secretary of the Air Force. Dated the 8 day of January, 2004.

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

By: Albert F. Lowas
ALBERT F. LOWAS, JR
Director
Air Force Real Property Agency

Signed in the presence of:

Audrey M. Jeen

PAUL C. MACPHERSON

Commonwealth of Virginia :

ss.

County of Arlington :

The foregoing instrument was acknowledged before me this 8th day of January, 2004 by Helen J. Woodland.

Helen J. Woodland
Notary Public
County of Arlington
Commonwealth of Virginia
My commission expires July 31, 2005

(seal)

HELEN JEANETTE WOODLAND
Notary Public
Commonwealth of Virginia
My Commission Expires Jul 31, 2005

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Richard D. Allen, Oneida County Clerk D

Acceptance

The Grantee hereby accepts this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE: April 7, 2004

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
(Grantee)

By: _____
Robert R. Calli
Chairman

Attest:

Teresa M. Seymore

WHEN RECORDED, RETURN TO:

DRAFTED BY:

Richard D. Allen, Oneida County Clerk
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Exhibit A

Exhibit A consists of a survey map entitled "Property Map Showing a Portion of Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel F3), City of Rome, County of Oneida, State of New York" made by Michael P. Waters, P.L.S. No. 050027, dated December 3, 1997, last revised on March, 2004, which survey map is being filed in the Oneida County Clerk's Office concurrently herewith.

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EXHIBIT B

ALL THOSE TRACTS, PIECES OR PARCELS OF LAND situate in the City of Rome, County of Oneida and State of New York, bounded and described as follows:

PARCEL F3A

Beginning at the intersection of the northerly street boundary of Floyd Avenue and the division line between the herein described parcel on the east and the lands of Salvatore Calcara (reputed owner) and the lands of Louis Ceci and Carol Ceci (reputed owner) on the west; said point being South 42° 31' 26" West, 380.12 feet from a capped iron rod found stamped "AFRL-14";

thence North 06° 33' 32" West along the last mentioned division line 199.78 feet to its intersection with the division line between the herein described parcel on the east and the lands of James Acchino (reputed owner), James A. DiCastro (reputed owner), Margaret Jones (reputed owner), and E. Pawlak, Sr. (reputed owner) on the west;

thence North 30° 23' 24" West along the last mentioned division line 1,424.73 feet to its intersection with the division line between the herein described parcel on the north and the aforementioned lands of Pawlak (reputed owner) on the south;

thence North 81° 43' 15" West along the last mentioned division line 106.67 feet to its intersection with the easterly street boundary of the existing Bell Road;

thence North 06° 18' 09" West along said easterly street boundary of the existing Bell Road 23.43 feet to a point;

thence through the lands of the The United States of America (reputed owner) the following thirteen (13) courses and distances;

1. North 41° 15' 32" East, 744.19 feet to a point;
2. North 40° 56' 03" East, 464.04 feet to a point;
3. South 46° 41' 52" East, 912.96 feet to a point;
4. South 01° 18' 51" East, 32.57 feet to a point;
5. North 88° 09' 03" East, 865.79 feet to a point;
6. North 01° 38' 04" West, 36.43 feet to a point;
7. North 88° 33' 36" East, 640.72 feet to a point;
8. South 01° 38' 04" East, 376.47 feet to a point;
9. North 88° 28' 22" East, 96.41 feet to a point;
10. South 01° 38' 34" East, 1,045.99 feet to a point;
11. South 88° 24' 10" West, 1,781.39 feet to a point;
12. South 50° 26' 00" West, 553.27 feet to a point;
13. North 40° 56' 49" West, 48.45 feet to a point to the place of beginning, being 4,256,353.1± square feet or 97.712 acres, more or less.

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EXCEPTING AND RESERVING from said Parcel F3A the following three (3) parcels:

Exception No. 1

Beginning at a capped iron rod found stamped "AFRL-14" located on the northerly side of Floyd Avenue extended northeasterly; thence through Parcel F3A described above the following ten (10) courses and distances;

1. North 39° 53' 05" West, 256.54 feet to a capped iron rod found stamped "AFRL-15";
2. South 78° 35' 37" West, 150.04 feet to a capped iron rod found stamped "AFRL-16";
3. North 05° 30' 42" West, 224.95 feet to a capped iron rod found stamped "AFRL-17";
4. North 78° 41' 29" East, 264.94 feet to a capped iron rod found stamped "AFRL-18";
5. North 11° 07' 30" West, 253.28 feet to a capped iron rod found stamped "AFRL-19";
6. North 78° 56' 40" East, 403.09 feet to a capped iron rod found stamped "AFRL-10";
7. South 12° 15' 18" East, 118.28 feet to a capped iron rod found stamped "AFRL-11";
8. North 79° 10' 59" East, 84.87 feet to a capped iron rod found stamped "AFRL-12";
9. South 10° 29' 42" East, 314.68 feet to a capped iron rod found stamped "AFRL-13"
10. South 50° 40' 22" West, 567.70 feet to the place of beginning, being 343,993.3± square feet or 7.897 acres, more or less.

Exception No. 2

Beginning at a point in Parcel F3A described above; said point being North 81° 02' 22" East 66.00 feet from a capped iron rod found stamped "AFRL-13";

thence through Parcel F3A described above the following six (6) courses and distances;

1. North 10° 29' 43" West, 460.51 feet to a point;
2. North 44° 57' 07" East, 64.25 feet to a point;
3. South 65° 11' 41" East, 51.83 feet to a point;
4. South 34° 29' 58" East, 92.85 feet to a point;
5. South 18° 33' 54" East, 285.39 feet to a point;
6. South 49° 31' 10" West, 199.70 feet to the place of beginning, being 59,123.6± square feet or 1.357 acres, more or less.

Exception No. 3

Beginning at a point in Parcel F3A described above; said point being South 18° 58' 50" East 78.46 feet from a capped iron rod found stamped "AFRL-13";

thence through Parcel F3A described above the following four (4) courses and distances;

1. South 18° 58' 50" East, 144.71 feet to a point;
2. South 64° 11' 22" West, 121.14 feet to a point;
3. South 86° 46' 15" West, 169.91 feet to a point;

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4. North 49° 18' 38" East, 305.47 feet to the place of beginning, being 24,486.9± square feet or 0.562 acre, more or less.

PARCEL F3B

Beginning at a point on the westerly side of Perimeter Road at its intersection with the centerline of Wright Settlement Road extended northeasterly; said point being easterly along said centerline of Wright Settlement Road extended northeasterly 870 ± feet from its intersection with the centerline of Pennystreet Road;

thence South 84° 09' 11" West through the lands of The United States of America (reputed owner) and along said Wright Settlement Road centerline 239.99 feet to its intersection with the division line between the herein described parcel on the east and the lands of James C. Thomas (reputed owner) on the west;

thence through the lands of The United States of America (reputed owner) the following two (2) courses and distances;

1. North 01° 12' 00" West, along the last mentioned division line and continuing along the division line between the herein described parcel on the east and the lands of T.J. Adams and D.M. Adams (reputed owners) on the west 368.17 feet to its intersection with the division line between the herein described parcel on the north and the aforementioned lands of T.J. Adams and D.M. Adams (reputed owners) on the south;
2. South 83° 45' 30" West along the last mentioned division line 657.69 feet to its intersection with the centerline of Pennystreet Road;

thence North 00° 55' 48" West along said centerline of Pennystreet Road 770.74 feet to a point;

thence through the lands of The United States of America (reputed owner) the following three (3) courses and distances;

1. South 66° 05' 14" East, 1,123.65 feet to a point;
2. Southerly along a curve to the right having a radius of 458.43 feet, a chord length of 250.51 feet and a chord direction of South 01° 04' 24" West;
3. South 18° 02' 55" West 354.27 feet to the place of beginning, being 611,646.4± square feet or 14.041 acres, more or less.

The above-described "Parcel F3A" and "Parcel F3B" are shown on a map entitled "Property Map Showing A Portion of Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel F3), City of Rome, County of Oneida, State of New York"; made by Michael P. Waters, P.L.S. No. 50027, dated December 3, 1997, last revised March, 2004.

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Exhibit C

Parcel F3
NOTICE OF HAZARDOUS SUBSTANCES STORED

Notice is hereby provided that the information set out below from the Basewide EBS and its Supplement provide notice of hazardous substances and their respective quantities that are known to have been stored for one (1) year or more within the F3 Parcel, Griffiss Air Force Base, and the dates that the storage took place. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. § 9620(h).

Building Number	Substance Stored	Regulatory Synonym(s)	CAS Registry Number	Dates Stored	Quantity (kg/year)
215	Ethylene Glycol		107-21-1	1992	2,003
	No 97 Fibrated Aluminum (asbestos)		1332-21-4	1992	6,259
216	Ethylene Glycol		107-21-1	1977	2,300
	Ethylene Glycol		107-21-1	1989	2,003
222	Methanol		67-56-1	1987	65,093
	Diazinon		333-41-5	1977-91	1,079
	Dichlorvos		62-73-7	1989-91	3,000
	Malathion		121-75-5	1987-91	1,878
255	Sulfuric Acid		7664-93-9	1987-92	18,845

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Exhibit D

Parcel F3
NOTICE OF HAZARDOUS WASTE STORED

Notice is hereby provided that the information set out below from the Basewide EBS and its Supplement provide notice of hazardous wastes and their respective quantities that are known to have been stored (90 day maximum) within the F3 Parcel, Griffiss Air Force Base, and the dates that the storage took place. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. § 9620(h).

Building Number	Waste Stored	Regulatory Waste Number	Year	Quantity (lbs.)
216	Waste Antifreeze	D002	1989	1,252
	Neutralized Sulfuric/Lead Acid	D008	1989-90	5,424
218	Thinner/Paints Waste	D001	1991-92	8,280
	Thinner/Paints Waste	D001/F005	1992-93	11,300
	Thinner/Paints Waste	F005	1992	8,900
222	Pesticides	D001	1993	440
	Diazinon	F003	1990	80
255	Arsenic Solution	D004	1992	1,380
	Lead Acid Batteries	D008	1992	1,180

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Exhibit E

Parcel F3
NOTICE OF HAZARDOUS SUBSTANCES RELEASED/DISPOSED OF

Notice is hereby provided that the information set out below from the Basewide Environmental Basewide Survey and its Supplement provide notice of hazardous substances that are known to have been released/disposed of on the F3 Parcel, Griffiss Air Force Base, and the dates the release took place. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. § 9620(h).

Substance	CAS Registry Number	Quantity kg/pounds	Date	Hazardous Waste ID Number (if applicable)	Response	Remarks
trichloro-ethylene, semi-volatiles and metals	N. A	Unknown	Unknown	UN1710	Removal Action Completed	DRY-255
heavy metals, mercury	N. A	Unknown	Unknown	Unknown	Encapsulation Project Completed	DRY-211
semi-volatiles and heavy metals	N. A	Unknown	Unknown	Unknown	Removal Action Completed	DRY-222
semi-volatiles and heavy metals	N. A	Unknown	Unknown	Unknown	Removal Action Completed	WW-222

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Exhibit F

Exhibit F consists of an environmental map entitled "Air Force Real Property Agency Finding of Suitability to Transfer Parcel F3, Griffiss Air Force Base, Rome, New York" made by the Department of the Air Force, Directorate of Engineering & Services DCS/Lee – Washington, D.C., dated November 24, 2003, which map is being filed in the Oneida county Clerk's Office concurrently herewith.

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GRI-EDC-2000-001-D-21
Parcel F-3A, Farm Houses
Oneida County Industrial Development Agency

1.92 Acres

COPY

SAUNDERS, KAHLER,
AMOROSO & LOCKE L.L.P.
ATTORNEYS AT LAW
SUITE 1400
185 GENESEE STREET
UTICA, NY 13501-2194

NEW YORK STATE DEED

I. PARTIES

THIS DEED is made and entered into by and between **THE UNITED STATES OF AMERICA,** acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder (the "Grantor"), and the **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, ("OCIDA"),** an instrumentality and public benefit corporation of the State of New York (the "Grantee"). (Unless the context otherwise specifically provides, when used in this Deed, "Grantor" includes the assigns of the Grantor and "Air Force" includes any successor entity to the Department of the Air Force or any successor to the Secretary of the Air Force, and "Grantee" includes the successors and assigns of the Grantee.)

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, THAT in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor quitclaims to the Grantee, whose post office address is 153 Brooks Road, Rome New York 13441-4105, all the real property situated in the City of Rome, County of Oneida, and State of New York described as follows: The depiction is set forth on **Exhibit A** and the description in **Exhibit B** to this Deed

III. APPURTENANCES

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

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DEED

Sandra J. DePerno, Oneida County Clerk

IV. EXCEPTIONS

EXCEPTING THERE FROM 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 Enviromental Protection Agency ("EPA") 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 (as hereafter defined) 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 Installation Restoration Program 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 IRP or FFA, if applicable.

3. To conduct any test or survey required by the EPA or the State relating to the implementation of the IRP or FFA, if applicable, 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 FFA, if applicable, or the covenant of the Grantor in section VII.B. of this Deed, including, but not limited to, the installation of monitoring wells, pumping wells, and treatment facilities.

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

VI. CONDITION

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

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

VII. NOTICES AND COVENANTS RELATED TO SECTION 120(h)(3) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA) (42 U.S.C. §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. 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. 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 VIII.A. and B. of this Deed, or (b) disposal of soils that do not require response actions if left in place, but must be disposed of when disturbed.

C. 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

Environmental Use Restrictive Covenants. There are no restrictions on the land use of the Property.

VIII. OTHER COVENANTS

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

1. Buildings 231 and 232 are improvements on the Property that contain LBP because they are thought to have been constructed prior to 1978. Building 259, the other improvement on the Property, is unlikely to contain LBP since it was built in 1989. 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 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. Part 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 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 dwelling (as defined in Title X). Further, the Grantee covenants and agrees that LBP hazards in target housing constructed prior to 1960 will be abated in accordance with Title X before use and occupancy as a residential dwelling. "Target housing" means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than six [6] years of age resides, or is expected to reside, in such housing) or any zero-bedroom dwelling.

3. 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.

4. The Grantee is responsible for managing all demolition debris that contains LBP and potential LBP in compliance with NYSDEC Solid Waste Regulations and other applicable laws and regulations.

B. Asbestos-Containing Materials ("ACM"). The Grantee is warned that the Property may contain current and former improvements, such as building 232, 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, and that, except for any friable asbestos contained in construction or demolition debris that was disposed of or otherwise released on the Property prior to the date of this Deed, the Grantee will assume all responsibility and liability for the use, maintenance, handling, transportation, treatment, removal, disposal, or other activity causing, or leading to, contact of any kind whatsoever with asbestos on the Property. 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.

C. Radon, The Grantee is notified that an assessment survey for radon contamination was performed between November 1987 and March 1988. Griffiss AFB was classified as a medium-risk base under USAF Radon Assessment and Mitigation Program. The EPA established 4 picocuries per liter (pCi/l) as the lower value for potential risks and 20 pCi/l of air as the radon level requiring immediate mitigation if the exposure equals or exceeds 7 years. Radon monitors in Buildings 231 and 232 measured between 4 and 20 pCi/l. No radon detectable levels exceeded the 20 pCi/l threshold. Visual site inspection conducted in March 2007 detected severe cracks in the foundation of Building 232; this condition could impact the radon issue.

D. 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.

X. MISCELLANEOUS

Each covenant of this Deed shall be deemed to touch and concern the land and shall run with the land.

XI. LIST OF EXHIBITS

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

A. Exhibit A - Survey Map

B. Exhibit B - Legal Description

IN WITNESS WHEREOF, I have hereunto set my hand at the direction of the Secretary of the Air Force, this 20th day of September, 2007.

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

By: Jeffrey Domm
JEFFREY DOMM
Deputy Director
Air Force Real Property Agency

Signed in the presence of:

Dan H Fenn

Joan C Rupe

Commonwealth of Virginia :

ss.

County of Arlington :

The foregoing instrument was acknowledged before me this 20th day of September, 2007, by Jeffrey Domm.

Karin A. Francis
Notary Public
County of Arlington
Commonwealth of Virginia
My commission expires 9/30/2009.
My registration number is: 364709

(seal)

KARIN A. FRANCIS
Notary Public
Commonwealth of Virginia
My Commission Expa. Sept. 30, 2009

RECEIVED
AUG 29 2008
Rome Assessor's Office

RECEIVED
2008 AUG 29 PM 3:30
CLERK'S OFFICE
ROME, NY

Acceptance

The Grantee hereby accepts this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE: May 22, 2008

ONEIDA COUNTY INDUSTRAL DEVELOPMENT AGENCY (Grantee)

By: _____
Chairman

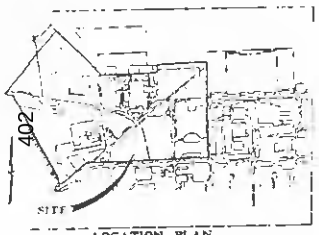
Attest:
_____

Exhibit A

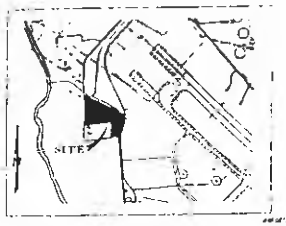
Exhibit A consists of a survey map entitled "Property Map Showing a Portion of Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel F3), City of Rome, County of Oneida, State of New York" made by Michael P. Waters, P.L.S. No. 050027, dated December 3, 1997, last revised on March, 2004, which survey map is filed in the Oneida County Clerk's Office in Map Roll 1872.

The two parcels of real property being conveyed by the New York State Deed to which this Exhibit A is attached are depicted on the aforesaid survey map as (1) "Exception No. 2" containing 1.357± acres and (2) "Exception No. 3" containing 0.562± acres.

A reduced-sized copy of said survey map is attached hereto as Exhibit A-1.



LOCATION PLAN
NOT TO SCALE



LOCATION PLAN
NOT TO SCALE

LEGEND

Processed Division Line

Capped Iron Rod Found

PARCEL 'F3A'

COURSE	DIRECTION	DISTANCE
1	N06°53'30"W	192.16'
2	N37°53'23"W	147.47'
3	N61°43'15"W	106.87'
4	N06°18'59"W	23.73'
5	N41°51'32"E	42.19'
6	N47°56'01"E	454.54'
7	S41°41'52"E	912.16'
8	S07°18'57"E	12.51'
9	N88°09'03"E	365.79'
10	S07°38'57"W	26.43'
11	N88°33'36"E	276.40'
12	S07°38'04"E	56.61'
13	N88°28'22"E	1045.39'
14	S07°38'34"E	178.37'
15	S88°24'40"W	353.22'
16	N07°36'45"W	20.45'

AREA = 4256,353± sq.ft
or
97.712 ± acres

F3
(Parcel No. 1)

F3E

F3A

F6A

Exhibit A-1

PROPERTY MAP
SHOWING A PORTION OF LANDS TO BE CONVEYED TO
ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
(Parcel #3)
CITY OF ROME COUNTY OF ONEIDA STATE OF NEW YORK

MAP ROLL
1872

F3

Exhibit B

LEGAL DESCRIPTION

ALL THOSE TRACTS, PIECES OR PARCELS OF LAND situate in the City of Rome, County of Oneida, State of New York designated as "Exception No. 2" and "Exception No. 3" on a survey map entitled "Property Map Showing a Portion of Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel F3), City of Rome, County of Oneida, State of New York" made by Michael P. Waters, P.L.S. No. 050027, dated December 3, 1997, last revised in March, 2004, which survey map is filed in the Oneida County Clerk's Office in Map Roll 1872, which said tracts, pieces or parcels of land are more particularly described as follows:

Exception No. 2

Beginning at a point in Parcel F3A as shown on said survey map; said point being North 81° 02' 22" East 66.00 feet from a capped iron rod found stamped "AFRL-13";

thence through said Parcel F3A the following six (6) courses and distances;

1. North 10° 29' 43" West, 460.51 feet to a point;
2. North 44° 57' 07" East, 64.25 feet to a point;
3. South 65° 11' 41" East, 51.83 feet to a point;
4. South 34° 29' 58" East, 92.85 feet to a point;
5. South 18° 33' 54" East, 285.39 feet to a point;
6. South 49° 31' 10" West, 199.70 feet to the place of beginning, being 59,123.6± square feet or 1.357 acres, more or less.

Exception No. 3

Beginning at a point in Parcel F3A as shown on said survey map; said point being South 18° 58' 50" East 78.46 feet from a capped iron rod found stamped "AFRL-13";

thence through said Parcel F3A the following four (4) courses and distances;

1. South 18° 58' 50" East, 144.71 feet to a point;
2. South 64° 11' 22" West, 121.14 feet to a point;
3. South 86° 46' 15" West, 169.91 feet to a point;
4. North 49° 18' 38" East, 305.47 feet to the place of beginning, being 24,486.9± square feet or 0.562 acre, more or less.

Griffiss - 26
Parcels F3P and F13
Oneida County Industrial Development Agency

COPY

After recordation please send a copy of recorded deed to:
AFCEC/CITE
2261 Hughes Avenue Suite 155
JBSA Lackland, TX 78236-9853

2014563169 Clerk: LG

2014-000932
01/21/2014 10:14:35 AM
DEED
25 Pages
Sandra J. DePerno, Oneida County Clerk

Space Above Reserved for Recorder's Use Only

QUITCLAIM DEED

Parcels F13 and F3P
(Former Griffiss Air Force Base ("AFB"), New York)

I. PARTIES

THIS QUITCLAIM DEED is made and entered into September 18, 2013, (the "Effective Date") by and between **THE UNITED STATES OF AMERICA,** acting by and through the Secretary of the Air Force (the "Grantor", the "Air Force" or the "United States"), under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder, and the **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY,** an instrumentality and public benefit corporation created under the laws of the State of New York (the "Grantee"). Unless the context otherwise specifically states, when used in this Deed, "Grantor" includes the assigns of the Grantor and "Grantee" includes the successors and assigns of the Grantee.

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) in hand paid by the Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, has remised, released, and deeded, and by these presents does remise, release, and quitclaim unto the Grantee, whose address for notice is 584 Phoenix Drive, Rome, NY 13441, all the right, title, interest, claim, and demand that the Grantor has in and to the real property, situated, lying, and being in the City of Rome, County of Oneida, and State of New York, known as Parcels F13 and F3P, consisting of approximately 31.407 acres of land, more or less, more particularly described in the legal description attached hereto and made a part

hereof as **Exhibit A** and depicted on the map attached hereto and made a part hereof as **Exhibit B**.

III. APPURTENANCES

TOGETHER WITH all the buildings and improvements erected thereon, except for monitoring wells, treatment wells, treatment equipment and facilities and all related infrastructure (collectively, "Remedial Systems"), if any, and together with all and singular the tenements, hereditaments, appurtenances, and improvements hereunto belonging, or in any wise appertaining thereto (together with the real property described on **Exhibit A**, the "Property").

IV. EXCEPTIONS

None

V. RESERVATIONS

None, except as set forth in Section VII below.

VI. CONDITION

A. The Grantee shall accept the 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 shall accept the Property "as is, where is" without any representation, promise, agreement, or warranty, whether express or implied, other than in this Deed or regarding the making of any alterations, improvements, repairs or additions. The Grantor shall have no liability for any latent or patent defects in the Property, except to the extent provided in this Deed, applicable federal law or state law for which Grantor has expressly waived its sovereign immunity.

VII. NOTICES, DESCRIPTION, COVENANTS, AND ACCESS RIGHTS RELATED TO SECTION 120(h)(3) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA") (42 U.S.C. § 9620(h)(3))

A. **Property Covered by Notices, Description, Covenants, and Access Rights, Made Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)):**

For the entirety of the Property, the Grantor provides the following notices, description, covenants, and retains the following access rights:

B. **Notices Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)):**

Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of, as defined in Section 120(h), is provided in **Exhibit C** (stored) and **Exhibit D** (released/disposed of), each attached hereto and made a part hereof.

C. **Description of Remedial Action Taken, if Any, Pursuant to Section 120(h)(3)(A)(i)(III) of Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)):**

Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)), a description of the remedial action taken, if any, on the Property is provided in **Exhibit D**, attached hereto and made a part hereof.

D. **Covenants Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)):**

Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)), the United States warrants that:

1. all remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to Section 120(h)(3)(A)(i)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 remaining on the Property has been taken before the date of this Deed; and

2. any additional remedial action found to be necessary after the date of this Deed shall be conducted by the United States.

E. **Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii)):**

1. The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which a remedial action or corrective action is found to be necessary on the part of the United States, without regard to whether such remedial action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this

instrument. Such easement and right of access shall be binding on the Grantee and its successors and assigns and shall run with the land.

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 work 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 clause; provided, however, that nothing in this Section 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. ENVIRONMENTAL RESTRICTIVE COVENANTS AND NOTICES

A. For purposes of this Section, the following covenants and notices are being created and given to protect human health and the environment against residual contaminants as a component of the remedial action taken on the Property. The following environmental resrictive covenants apply only to site ST-06 and the Land Use Control/Institutional Control ("LUC/IC") area depicted in **Exhibit E**.

1. Land Use Restriction: The portions of the Property depicted in **Exhibit E** as site ST-06 Former Lead Battery Room and Battery Acid Disposal Pit shall not be used for residential housing, elementary or secondary schools, childcare facilities, hospitals/facilities for human care, or playgrounds without prior written approval from the Air Force, the United States Environmental Protection Agency, Region 2 ("U.S. EPA") and the New York Department of Environmental Conservation ("NYSDEC").

2. Construction Restriction: The Grantee shall evaluate the potential for soil vapor intrusion ("SVI") if future construction of structures intended for human occupancy is planned for the land area within the SVI Restriction Boundary depicted in **Exhibit E.** The Grantee must include mitigation measures for SVI in the design/construction of such structure prior to human occupancy if an unacceptable health risk is posed under CERCLA and the NCP. The Grantee agrees to coordinate any and all evaluations and potential mitigation measures with the U.S. EPA and NYSDEC.

B. The Grantee will conduct an annual LUC/IC inspection and submit a Certification to confirm continued compliance with land use control objectives unless and until all LUCs/ICs within the LUC/IC area depicted in **Exhibit E** are released. The Grantee will provide to the Air Force, U.S. EPA and NYSDEC an annual monitoring report on the status of LUCs/ICs and how any LUCs/ICs deficiencies or inconsistent land uses have been addressed (6 NYCRR Part 375, 1.8(h)(3)).

C. Effect of Covenants. It is the intent of the Grantor and the Grantee that the environmental restrictive covenants in this Section VIII 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 covenants in this Section VIII through the chain of title, in addition to any state law that requires or allows the State to enforce any restrictive covenants in this Section VIII. The Grantee covenants and agrees to insert or otherwise make reference to all applicable restrictive covenants from this Section VIII in any deed to all or any portion of the Property that it delivers.

D. Modification or Release of Covenants. The Grantee may request from the United States a modification or release of one or more of the Grantee covenants and agreements in this Section VIII, subject to the notification and concurrence or approval of the Air Force, NYSDEC and U.S. EPA. In the event the request of the Grantee for modification or release is approved by the Air Force, the U.S. EPA, and the NYSDEC, the United States will execute an appropriate document modifying or releasing the covenant (a "Covenant Release/Modification"). The Grantee understands and agrees that all costs associated with the Covenant Release/Modification shall be the sole responsibility of the Grantee, without any cost whatsoever to the United States, and Grantee, at its sole cost, shall record the Covenant Release/Modification against the Property

E. Limitation on Warranty. The warranty set forth in Section VII.D above is limited to response actions found to be necessary to protect human health and the environment from hazardous substances, pollutants or contaminants existing at 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 at the Property on the date this Deed is accepted from the United States.

F. Notice of Contaminants. If the Grantee encounters what it believes to be a hazardous substance or hazardous waste during development activities on the Property, the Grantee shall immediately cease such activities in the affected area and implement controls for the exposed hazardous substance or hazardous waste to minimize the potential airborne release or migration of or exposure to such substance or waste and promptly notify the Grantor. The Grantor shall promptly inspect the discovered substance or waste and determine if a response or other mitigation is warranted by Grantor under CERCLA or other applicable federal laws. If such substance or waste warrants a response or mitigation that is the responsibility of the Grantor

under this Deed, then the Grantor shall promptly take such actions. The Grantee shall not resume development activities in the affected area until it receives written notice that it may do so from the Grantor.

G. State Access to Property. The right of access reserved to the United States in Section VII.E above may be exercised by agencies of the United States, including, but not necessarily limited to the Air Force and the U.S. EPA. Further, notice is hereby given that the U.S. EPA, the Air Force, and the NYSDEC 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 NYSDEC; and that, the Air Force will extend to agencies of the State of New York, as necessary, the right to use the access reserved in Section VII.E above. This right of access is for purposes, either on the Property or on adjoining lands, consistent with the Installation Restoration Program ("IRP") of the Grantor or the FFA, if applicable.

IX. OTHER COVENANTS AND NOTICES

A. Petroleum Oil and Lubricant Distribution Systems. There is one (1) non-CERCLA IRP site within the Property, SS-58, Aqua Refueling System served as an Aqua Refueling System Pipeline consisting of 8,480 linear feet of steel pipe network that provided AVGAS and JP-4 to various portions of the apron surrounding Building 101 and Building 112. A portion of the SS-58 pipe network extends onto the Property northwest and west of Building 101 as depicted on **Exhibit E**. A closure action (Project JREZ96-7005) has been completed and no spills were encountered during the system closure. Regulatory oversight was provided throughout the course of the project. The closure document entitled "Closure Certification Report Aqua Abandonment and Septic System Abandonment January 1999" was forwarded to the Regulators for informational purposes only.

B. Asbestos-Containing Materials ("ACM"). The Property may contain current and former improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain ACM. The Grantee shall comply with all federal, state, and local laws relating to ACM. The Grantee shall use due care during Property development activities that may uncover pipelines or other buried ACM. The Grantee shall notify the Grantor promptly of any potentially friable ACM that constitutes a release (or potential release) under CERCLA (42 U.S.C. § 9601 et seq.). The Grantor's responsibility under this Deed for friable ACM is limited to friable ACM in demolition debris associated with past Grantor activities and is limited to the actions, if any, to be taken in accordance with the covenant contained in this Section. The Grantor will not be responsible for removing or responding to ACM in or on utility pipelines. The Grantor shall have no liability for property damage or, 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 which occurs after the date of this Deed and causes or leads to contact of any kind whatsoever with ACM on the Property.

C. Lead-Based Paint ("LBP") Materials and Debris.

1. LBP was commonly used prior to 1978 and may be located on the Property. The Grantee shall exercise caution during any use of the Property that may result in exposure to LBP.

2. The Grantee shall be solely responsible for managing LBP, including LBP in soils, in accordance with all applicable federal, state, and local laws and regulations. The Grantor shall have no liability for property damage or 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, which occurs after the date of this Deed involving LBP on the Property. The Grantee shall notify the Grantor promptly of any discovery of LBP in soils that appears to be the result of past Grantor activities and that is found at concentrations that may require remediation. The Grantor hereby reserves the right, in its sole discretion, to undertake an investigation and conduct any remedial action for which it is responsible under federal law that it determines is necessary.

D. Above Ground Storage Tanks ("ASTs") and Underground Storage Tanks ("USTs"). There were eleven (11) ASTs located on the Property. Of the eleven (11) ASTs, four (4) were removed and seven (7) remain active on the Property, as indicated on **Exhibit F**. There were three (3) USTs located on the Property. Of the three (3) USTs, one (1) was removed and two (2) remain on the Property. As of the Effective Date of this Deed, the Grantee shall be solely responsible for the USTs and ASTs on the Property and shall comply with all applicable federal, state and local laws relating to them.

E. Oil Water Separators ("OWSs"). There is one (1) OWS located on the Property. OWS-101-1 is a concrete, below-ground, closed-top unit located adjacent to the southwest corner of Building 101. The separator is a three-chambered unit with a sluice gate. Input to the separator comes from the slot drains running north to south along the edge of the two large maintenance bays (docks) on the west side of the building. The aqueous phase flows to the sanitary sewer. Intercepted oil is collected in a 1000-gallon underground oil skim tank (UST-101-04) adjacent to the west side of the separator. As of the Effective Date of this Deed, the Grantee shall be solely responsible for the OWS on the Property.

F. Drywells ("DRY"). There was one (1) drywell site located on the Property. DRY-101 was a Battery Acid Disposal Pit that was removed as part of the ST-06, Building 101, Yellow Submarine, Drainage Pit and Battery Acid Disposal Pit remediation.

G. Silver Recovery Unit ("SRU"). There was one (1) silver recovery unit located on the Property, SRU-101, as depicted on **Exhibit E**. The SRU-101, IMG Model ARU-7 silver recovery unit with a filter cartridge recovery system, was located in the Non-Destructive Inspection ("NDI") Laboratory in Building 101. The recovery unit was hooked directly to the film processing unit and received spent developer as it was used. All captured silver was contained in a cartridge and the spent cartridges were disposed of through the former Griffiss AFB Defense Reutilization and Marketing Office ("DRMO"). The NDI lab along with the SRU was closed under project JREZ 93-0036, Assess/Close Hazardous Waste/Material Storage Areas (STW-101-5). During an inspection conducted in April 1997 it was noted that all of the photographic equipment, including the SRU, formerly located in Building 101, was removed.

H. Wastewater. Building 101 is connected to a publicly operated or owned sanitary sewer system. After the date of the Deed the Grantee shall submit any required applications for discharge to the sanitary sewer system and shall be responsible for meeting all applicable discharge permit standards.

I. Military Munitions: Unexploded Ordnance ("UXO"), Discarded Military Munitions ("DMM"), Waste Military Munitions ("WMM"), Explosive Soils, Explosive Debris, and/or Munitions Constituents ("MC"). The risk associated with the possible presence of unexploded ordnance remaining on the Property has been investigated by the United States Army Corps of Engineers (USACE/Huntsville) and documented in the Archives Search Report – Recommendations and Findings (ASR), dated November 1997. Eleven (11) former munitions related sites at the former Griffiss AFB, NY were identified for further investigation as a result of the ASR. None of these 11 sites are located on the Property. The Air Force conducted clearing operations on the 11 sites in the summer of 1998 and the results were documented in a final report dated October 30, 1998. While not likely, it is possible that UXO, DMM, WMM, explosive soils, explosive debris and/or MC, not previously identified in the ASR may be present on the Property. The Grantee shall use care when performing ground-disturbing activities on the Property. Should any UXO, DMM, WMM, explosive soils, explosive debris or MC be discovered on the Property, the Grantee shall immediately cease work and notify the Grantor whereupon the Grantor promptly shall remove and properly dispose of such ordnance or ordnance-related material, at no expense to Grantee, provided such removal is expressly required by applicable federal laws or applicable state laws for which the Grantor has expressly waived its sovereign immunity.

J. Hazards to Air Navigation. Grantee covenants for itself, its successors and assigns, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the FAA in accordance with 14 C.F.R. Part 77, entitled "Safe, Efficient Use, and Preservation of the Navigable Airspace," or under the authority of the Federal Aviation Act of 1958 ("FAA Act"), as amended.

K. Non-Discrimination. The Grantee shall not discriminate on 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 requirement 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.

L. Pesticides.

1. The Grantee is hereby notified and acknowledges that registered pesticides have been applied to the property conveyed herein and may continue to be present thereon. The Grantee knows of no use of any registered pesticide in a manner (1) inconsistent with its labeling or with the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA")(7 U.S.C. § 136, et seq.) and other applicable laws and regulations, or (2) not in accordance with its intended purpose.

2. The Grantee covenants and agrees that if the Grantee takes any action with regard to the property, including demolition of structures or any disturbance or removal of soil that may expose, or cause a release of, a threatened release of, or an exposure to, any such pesticide, Grantee assumes all responsibility and liability therefore.

X. NOTICE ADDRESS

Any notice required or permitted to be given to the Air Force pursuant to this Deed shall be given or served by personal delivery or by mailing the same by certified mail, postage prepaid, return receipt requested, addressed as follows:

Department of the Air Force
Deputy Assistant Secretary of the Air Force
(Installations)
1665 Air Force Pentagon
Washington, D.C. 20330-1665

With copies to:

Department of the Air Force
Attn: Chief Counsel, San Antonio Office of the Deputy General Counsel
(Installations, Energy and Environment)
Office of the Air Force General Counsel

Address for all hand-carried (FEDEX, UPS) deliveries:

3515 S. General McMullen, Suite 121
San Antonio, TX 78226-2018

Normal U.S. Postal Service mailing address:

2261 Hughes Avenue, Suite 121
JBSA Lackland, TX 78236-9853

Department of the Air Force
Attn: Division Chief, AFCEC/CIB

Address for all hand-carried (FEDEX, UPS) deliveries:

3515 S. General McMullen, Suite 155
San Antonio, TX 78226-2018

Normal U.S. Postal Service mailing address:

2261 Hughes Avenue, Suite 155
JBSA Lackland, TX 78236-9853

Or to such other address or addresses as the Grantor may from time to time designate in the Real Property Records of Oneida County, New York.

XI. BINDING EFFECT AND BENEFIT

Each covenant of this Deed shall be deemed to touch and concern the land and shall run with the land.

XII. EXHIBITS

The following exhibits are attached to and made a part of this Deed by this reference:

Exhibit A - Legal Description
Exhibit B - Survey Map
Exhibit C - Notice of Hazardous Substances Stored
Exhibit D - Notice of Hazardous Substances Released/Disposed of and Description of Remedial Action Taken
Exhibit E - Depiction of Site ST-06 Environmental Sites and LUC/IC Area
Exhibit F - UST/AST Table

[*Remainder of page intentionally left blank*]

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

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force

By: _____
STEPHEN G. TERMAATH
Chief, BRAC Program Management Division
Air Force Civil Engineer Center

Witness:

_____

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF BEXAR)

This document was acknowledged before me this 18 day of September, 2013 by STEPHEN G. TERMAATH, Chief BRAC Program Management Division, Air Force Civil Engineer Center.

DEBRA L. SCHEPIS
My Commission Expires
June 16, 2015

_____
Notary Public, State of Texas

(seal)

My Commission Expires: June 16, 2015

RECEIVED
2014 JAN 21 AM 9:08
CITY CLERK'S OFFICE
ROME, NY

RECEIVED
JAN 21 2014
Rome Assessor's Office

ACCEPTANCE

The Grantee hereby accepts this Deed effective the day and year first above written and agrees to be bound by all its terms and provisions, covenants, conditions, restrictions, and reservations contained in it.

It is the intention of Grantee that Lease No. RPA-GRF-12-03-0301 between the Secretary of the Air Force, as lessor, and Griffiss Local Development Corporation ("GLDC"), as lessee, dated as of March 19, 2003, as the same may have been amended (the "Lease"), which Lease is one of the "agreements" referred to in Section VI.A. of this Deed and was assigned by GLDC to the Grantee, and assumed by the Grantee, pursuant to an Assignment and Assumption dated as of October 1, 2003, shall not merge with the fee title conveyed by this Deed unless the Grantee executes and delivers a written instrument, in recordable form, whereby it expressly (a) makes reference to this paragraph and (b) consents to the merger.

Nothing contained herein shall limit the Grantee's right to terminate the Lease at its convenience.

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____
DAVID C. GROW
Chairman

Attest: _____

ACKNOWLEDGMENT

STATE OF NEW YORK)
)
COUNTY OF ONEIDA)

On the 20 day of January in the year 2014 before me, the undersigned, personally appeared David C. Grow, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

Notary Public, State of New York
Qualified in Oneida County
My Commission Expires 8/28/14

02AE6047140

EXHIBIT A

(Parcel F3P and Parcel F13)

ALL THAT TRACTS, PIECES OR PARCELS OF LAND situated in the City of Rome, County of Oneida and State of New York designated as "Parcel F3P" and "Parcel F13" on a map entitled "Map Showing Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel F3P and Parcel F13), City of Rome, County of Oneida, State of New York" made by Michael P. Waters, P.L.S. No. 050027, and dated August 10, 2012 (the "Survey Map"), which said tracts, pieces or parcels of land are more particularly bounded and described as follows:

PARCEL F3P

Beginning at the intersection of the division line between the herein described parcel on the east and the lands of Oneida County Industrial Development Agency (reputed owner) on the west with the proposed northerly street boundary of Hangar Road; said point being North 23° 30' 24" West, 107.75 feet from a capped iron rod found stamped "N-3" located on the proposed southerly street boundary of Hangar Road;

thence North 01° 38' 04" West along said division line 68.81 feet to its intersection with the division line between the herein described parcel on the north and the lands of Oneida County Industrial Development Agency (reputed owner) on the south;

thence South 88° 28' 22" West along said division line 82.80 feet to its intersection with the division line between the herein described parcel on the east and the lands of Oneida County Industrial Development Agency (reputed owner) on the west;

thence North 01° 38' 04" West along said division line 376.47 feet to its intersection with the division line between the herein described parcel on the north and the lands of Oneida County Industrial Development Agency (reputed owner) on the south;

thence South 88° 33' 36" West along said division line 640.72 feet to its intersection with the division line between the herein described parcel on the east and the lands of The County of Oneida (reputed owner) on the west;

thence North 01° 38' 04" West along said division line 72.35 feet to a point on said division line;

thence through the lands of the United States of America (reputed owner) the following four (4) courses and distances:

1. North 88° 15' 16" East, 766.02 feet to a point;
2. North 01° 48' 50" West, 197.10 feet to a point;
3. North 88° 31' 44" East, 481.20 feet to a point;
4. South 01° 51' 14" East, 717.24 feet to its intersection with the aforementioned proposed northerly street boundary of Hangar Road;

thence South 88° 21' 56" West along said proposed northerly street boundary of Hangar Road 486.33 feet to the place of beginning, being 450,409.9 ± square feet or 10.340 acres, more or less.

PARCEL F13

Beginning at the intersection of the division line between the herein described parcel on the west and the lands of The County of Oneida (reputed owner) on the east with the division line between the herein described parcel on the north and the lands known as "AFRL – Rome Research Site Parcel No. 4" on the south; said point being South 77° 37' 11" West, 125.55 feet from a capped iron rod found stamped "AFRL - 32";

thence along said division line the following twenty - four (24) courses and distances:

1. South 88° 23' 45" West, 166.06 feet to a point;
2. South 01° 36' 15" East, 2.42 feet to a point;
3. South 88° 23' 45" West, 18.70 feet to a point;
4. North 01° 36' 15" West, 5.20 feet to a point;
5. South 88° 23' 45" West, 70.34 feet to a point;
6. North 01° 37' 23" West, 5.02 feet to a point;
7. South 88° 33' 44" West, 26.92 feet to a point;
8. South 01° 35' 22" East, 5.08 feet to a point;
9. South 88° 24' 38" West, 86.23 feet to a point;
10. South 01° 12' 28" East, 15.58 feet to a point;
11. South 88° 22' 58" West, 98.00 feet to a point;
12. South 01° 37' 34" East, 36.30 feet to a point;
13. South 87° 11' 37" West, 33.49 feet to a point;
14. South 02° 07' 16" East, 7.34 feet to a point;
15. North 88° 21' 48" East, 7.34 feet to a point;
16. South 01° 38' 12" East, 15.74 feet to a point;
17. South 87° 18' 03" West, 12.24 feet to a point;
18. South 01° 45' 22" East, 27.80 feet to a point;
19. South 88° 14' 38" West, 0.75 feet to a point;
20. South 01° 45' 22" East, 15.03 feet to a point;
21. North 88° 14' 38" East, 12.99 feet to a point;
22. South 01° 45' 22" East, 55.50 feet to a point;
23. South 88° 18' 03" West, 52.06 feet to a point;
24. South 01° 42' 14" East, 173.20 feet to its intersection with the proposed northerly street boundary of Hangar Road;

thence North 88° 21' 56" East along said proposed northerly street boundary of Hangar Road 135.82 feet to its intersection with the division line between the herein described parcel on the west and the lands of Oneida County Industrial Development Agency (reputed owner) on the east;

thence South 01° 28' 41" East along said division line 100.00 feet to its intersection with the proposed southerly street boundary of Hangar Road;

thence South 88° 21' 46" West along said proposed southerly street boundary of Hangar Road 235.00 feet to its intersection with the division line between the herein described parcel on the east and the lands of Oneida County Industrial Development Agency (reputed owner) on the west;

thence North 01° 28' 41" West along said division line 100.00 feet to its intersection with the aforementioned proposed northerly street boundary of Hangar Road;

thence South 88° 21' 56" West along said proposed northerly street boundary of Hangar Road 72.44 feet to its intersection with the division line between the herein described parcel on the east and the lands designated as Parcel F3P on the Survey Map on the west;

thence North 01° 51' 14" West along said division line 717.24 feet to its intersection with the division line between the herein described parcel on the north and the lands designated as Parcel F3P on the Survey Map on the south;

thence South 88° 31' 44" West along said division line 481.20 feet to its intersection with the division line between the herein described parcel on the west and the lands designated as Parcel F3P on the Survey Map on the east;

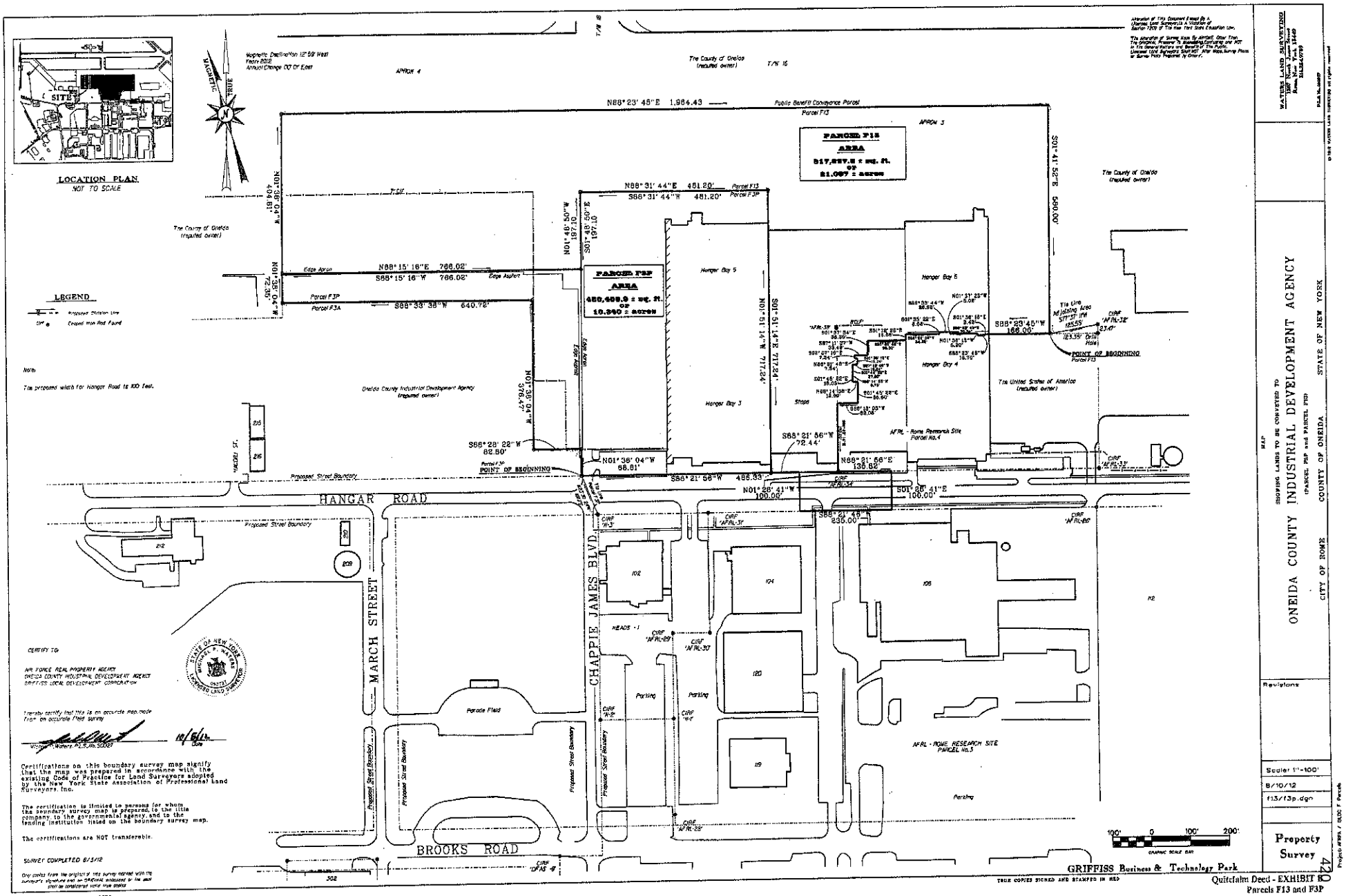
thence South 01° 48' 50" East along said division line 197.10 feet to its intersection with the division line between the herein described parcel on the north and the lands designated as Parcel F3P on the Survey Map on the south;

thence South 88° 15' 16" West along said division line 766.02 feet to its intersection with the division line between the herein described parcel on the east and the aforementioned lands of The County of Oneida (reputed owner) on the west;

thence North 01° 38' 04" West along said division line 404.81 feet to its intersection with the division line between the herein described parcel on the south and the aforementioned lands of The County of Oneida (reputed owner) on the north;

thence North 88° 23' 45" East along said division line 1,964.43 feet to its intersection with the first mentioned division line;

thence South 01° 41' 52" East along said division line 580.00 feet to the place of beginning, being 917,687.5 ± square feet or 21.067 acres, more or less.



Former Griffiss AFB, NY

Quitclaim Deed - EXHIBIT B
Parcels F13 and F3P

Exhibit C

Parcel F13 and F3P

NOTICE OF HAZARDOUS SUBSTANCES STORED

The table below provides information from the Basewide EBS and shall serve as a notice of hazardous substances that were stored for a period of one year or more on the Parcel F13 and F3P Property on the former Griffiss Air Force Base, and the dates such storage took place. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. § 9620(h). The Basewide EBS lists the quantities of each substance, and the dates these substances were stored.

Building Number	Substance Stored	Regulatory Synonym(s)	CAS Registry Number	Dates Stored	Quantity (kg/year)
101	Hydraulic Fluid, Xylene (o, m, p) isomers	Benzene, Dimethyl	1330-20-7	1982, 1983	2,498
	Methylene Chloride	Dichloromethane	75-09-2	1985, 1986	2,504
	Methanol	Methyl Alcohol	67-56-1	1985, 1986	2,504
	Sodium hydroxide	NL	1310-73-2	1983	1,136
	Trichloroehtylene	Ethene, trichloro-, trichloroethene	79-01-6	1985, 1986	3,338
	Methylene Chloride	Dichloromethane	75-09-2	1984-1988	1,200+
	Methanol	Methyl Alcohol	67-56-1	1984-1988	1,200+
	Trichloroethylene	Ethene, trichloro-, trichloroethene	79-01-6	1983-1987	1,200+
	Methyl ethyl ketone	2-butanone	78-93-3	1984-1988	1,200+
	Toluene	Benzene, methyl-	108-88-3	1984-1988	1,200+
	Xylene (o,m,p isomers)	Benzene, dimethyl	1330-20-7	1984-1988	1,200+
	n-butyl acetate	None	123-86-4	1984-1988	1,200+
	acetone	2-Proponone	67-64-1	1984-1988	1,200+
	Aniline	Benzenamine	62-53-3	1983-1988, 1993	1,000+
	Butyl benzyl phthalate	NL	85-68-7	1983-1988, 1993	1,000+
	Styrene, monomer	NL	100-42-5	1983-1988, 1993	1,000+

Building Number	Waste Stored	Regulatory Waste Number	Year	Quantity (kg)
101	PCB Capacitors and Oil (> 500 ppm)	B001	1993	>1,000
	PCB Ballasts & Transformers (> 50 < 500 ppm)	B004	1991& 1993	917
	PCB Transformers (> 500 ppm)	B006	1993	>1,000
	Misc. solvents, oils/heavy/metals, waste PD-680, spill resistant JP-4 absorbent	D001	1988-1993	24,806
	Caustic Wastes	D002	1988-1989	4,250
	Nickel Cadium batteries, blasting booth sand	D006	1988-1993	3,285
	Metal Stripper	D006/D007/D008	1992-1993	6,023
	Diesel/Water; Gasoline/Water; JP-4 Absorbent;JP-4/Water	D001/D018	1993	3694
	PD-680,neutralized sulfuric acid/lead	D008	1988-1992	1,494
	Tetrachloroethylene; Perchloroethylene	D039	1990	719
	Methyl Ethyl Ketone	F005	1988-1993	11,3294

EXHIBIT D

NOTICE OF HAZARDOUS SUBSTANCES RELEASED/DISPOSED OF AND DESCRIPTION OF REMEDIAL ACTION TAKEN

Notice is hereby provided that the tables and information provided below from the Basewide EBS and its supplement (EBSS) contains a notice of hazardous substances that are known to have been released/ disposed of on Parcel F13 and F3P property on the former Griffiss Air Force Base, and includes the dates of release. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or "Superfund") 42 U.S.C. § 9620(h).

ST-06, Building 101, Yellow Submarine, Drainage Pit and Battery Acid Disposal Pit. Site soil remediation was performed by excavating contaminated soils. Site groundwater remediation was performed by using Hydrogen Release Compound (HRC) Advanced™ and Newman Zone® (a proprietary vegetable oil emulsion with lactate) groundwater injections.

Substance	Regulatory Synonym(s)	CAS Registry No.	Hazardous Waste ID No.
1,3-Dichlorobenzene	m-Dichlorobenzene	541–73–1	U071
1,2-Dichlorobenzene	o-Dichlorobenzene	95–50–1	U070, F002
1,4-Dichlorobenzene	p-Dichlorobenzene	106–46–7	U072, D027
cis-1,2-Dichloroethene	trans-dichloroethylene; trans-1,2-dichloroethylene; acetylene dichloride, trans-	156-60-5	U079
Trichloroethene	Trichloroethylene	79–01–6	U228, F001, F002
Tetrachloroethene	Tetrachloroethylene; Perchloroethylene	127–18–4	U210, F001, F001
Benzo(a)anthracene	Benz[a]anthracene; 1,2-Benzanthracene	56–55–3	U018
Benzo(a)pyrene	3,4-Benzopyrene	50–32–8	U022
2,4-Dichlorophenol	4,6-Dichlorophenol; 2,4-DCP	120-83-2	U081
Phenol	Hydroxybenzene	108–95–2	U188
4-Methylphenol	p-Cresol; 4-Hydroxytoluene	106–44–5	none
Aldrin	1,2,3,4,10,10-hexachloro-1,4,4a,5,8,8a-hexahydro-1,4:5,8-Dimethanonaphthalene (1alpha,4alpha,4abeta,5alpha, 8alpha,8abeta)-	309–00–2	P004
gamma Chlordane	trans-Chlordane; beta-Chlordane; 4,7-Methano-1H-indene 1,2,4,5,6,7,8,8-octachloro-2,3,3a,4,7,7a-hexahydro-, (1.alpha,2.beta,3a.alpha,4.beta, 7.beta,7a.alpha)-	5103–74–2	
2,2,4,4,5,6-Hexachlorobiphenyl	unknown	unknown	
PCB-Aroclor 1242	Chlorinated Biphenyl	1336-36-3	none
PCB-Aroclor 1260	Chlorinated Biphenyl	1336-36-3	none
Aluminum		7429-90-5	
Antimony		7440–36–0	
Arsenic		7440–38–2	D004

ST-06, Building 101, Yellow Submarine, Drainage Pit and Battery Acid Disposal Pit. Site soil remediation was performed by excavating contaminated soils. Site groundwater remediation was performed by using Hydrogen Release Compound (HRC) Advanced™ and Newman Zone® (a proprietary vegetable oil emulsion with lactate) groundwater injections.

Substance	Regulatory Synonym(s)	CAS Registry No.	Hazardous Waste ID No.
Barium		7440-39-3	D005
Cadmium		7440–43–9	D006
Chromium	Chromium, hexavalent	7440–47–3	D007
Lead		7439–92–1	D008
Magnesium		7439–95–4	
Manganese		7439–96–5	
Mercury-solid		7439–97–6	U151, D009
Selenium		7782–49–2	D010
Silver		7440–22–4	D011
Benzene	benzol; coal naphtha; cyclohexatriene	71–43–2	U019

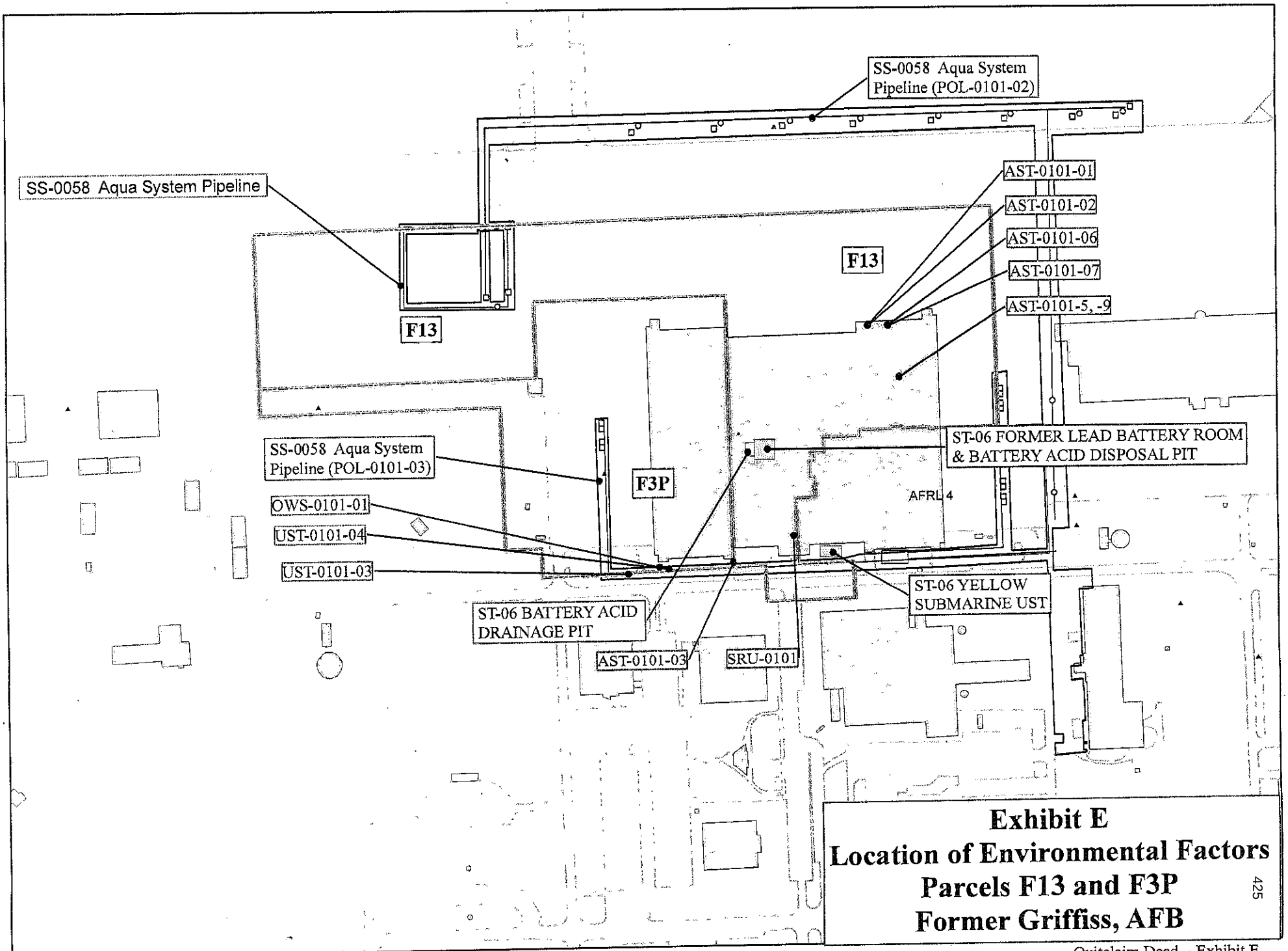
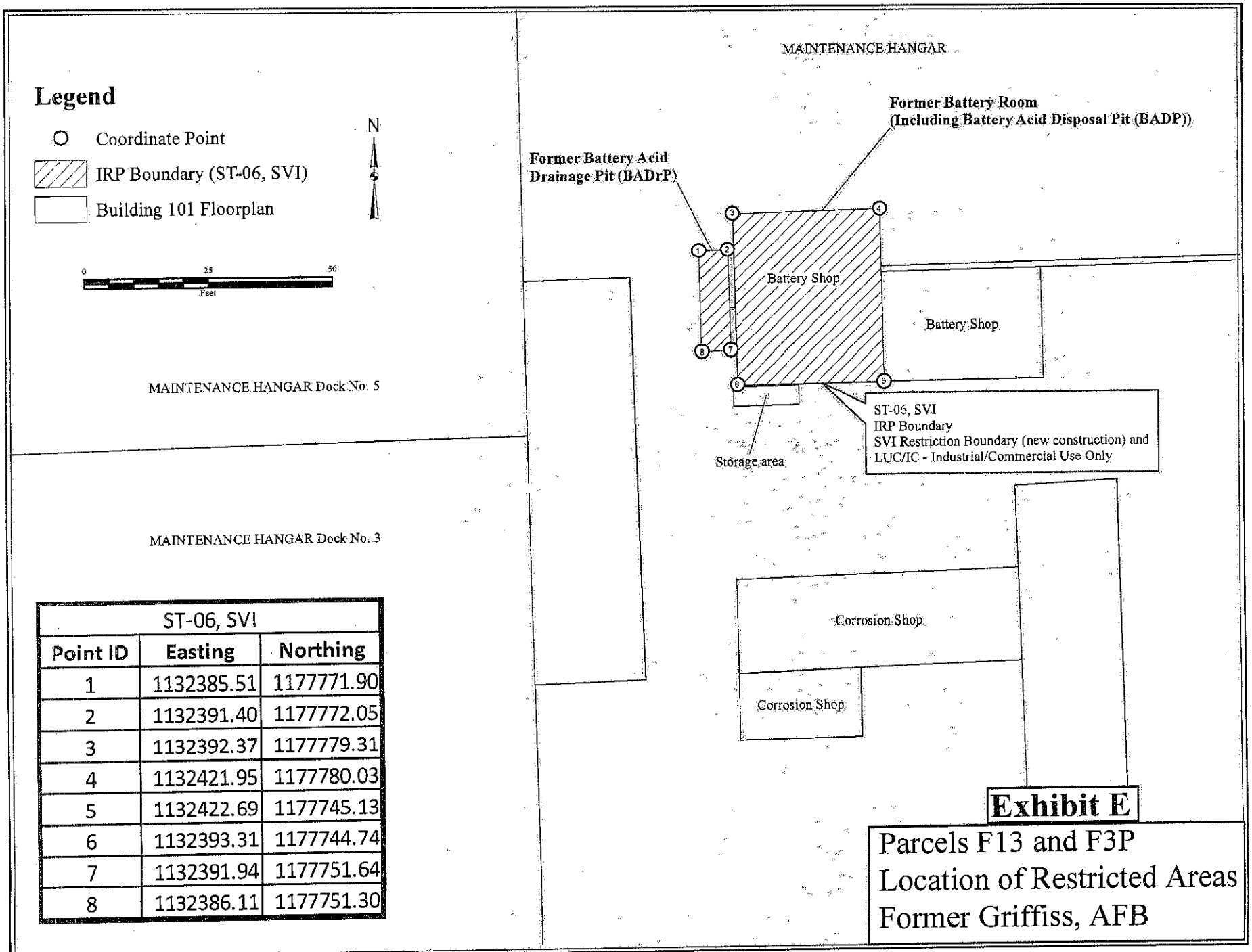


Exhibit E
Location of Environmental Factors
Parcels F13 and F3P
Former Griffiss, AFB

425



ST-06, SVI		
Point ID	Easting	Northing
1	1132385.51	1177771.90
2	1132391.40	1177772.05
3	1132392.37	1177779.31
4	1132421.95	1177780.03
5	1132422.69	1177745.13
6	1132393.31	1177744.74
7	1132391.94	1177751.64
8	1132386.11	1177751.30

Exhibit F

Underground and Aboveground Tanks (USTs & ASTs)

Tank Number/ Contents	Tank Size in gallons	Location	Releases/ Spill Number	Tank Status/ Removal Project Number
AST-101-01 Diesel	550	Located inside a room along the north wall of the building	N/A	Operational
AST-101-02 Diesel	550	Located inside a room along the north wall of the building	N/A	Operational
AST-101-03 Diesel	100	Located on the south side of the building	N/A	Operational
AST-101-04 Fuel Oil #2	1,000	Located on the south side of the building	N/A	Removed/ Project Number Unknown
AST-101-05 Detergent Solution	1,200	Located along the south wall of Bay 6	N/A	Operational/ Empty
AST-101-06 AFFF	7,000	Located inside a room in the northeast corner of the building	N/A	Operational/ Empty
AST-101-07 AFFF	7,000	Located inside a room in the northeast corner of the building	N/A	Operational/ Empty
AST-101-08 Fuel Oil #2	1,000	Located on a concrete pad adjacent to the south side of the building	N/A	Removed/ Project Number Unknown
AST-101-09 Detergent Solution	6,000	Located along the south wall of Bay 6	N/A	Operational/ Empty

Tank Number/ Contents	Tank Size in gallons	Location	Releases/ Spill Number	Tank Status/ Removal Project Number
AST-101-10 Fuel Oil #2	1,000	Located on the south side of the building	N/A	Removed/ Project Number Unknown
AST-101-11 Waste Oil	2,000	Located on the south side of the building	N/A	Removed/ Project Number Unknown

Tank Number/ Contents	Tank Size in gallons	Location	Releases/ Spill Number	Tank Status/ Removal Project Number
UST – 101-03 Waste AFFF	500,000	West of southwest corner of Building 101	N/A	In Place
UST-101-04 Waste Oil	1,000	Southwest corner of Building 101; assoc. with OWS 101-1	N/A	In Place
UST-6314 Aviation Gas	2,000	East side of Building 220 at Vehicle Fueling Pump	N/A	Removed 1991/ 90-0 146

GRI-EDC-2000-001-D-7
Parcels F-4A/F-12A (FOSTed Property)
Oneida County Industrial Development Agency

152.96 Acres

F124
430

QUITCLAIM DEED

COPY

I. PARTIES

THIS QUITCLAIM DEED is made and entered into this 20th day of July, 2001, by and between the UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder (the "Grantor"), and ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, an instrumentality and public benefit corporation of the State of New York (the "Grantee"). (When used in this Deed, unless the context specifies otherwise, "Grantor" shall include the assigns of the Grantor, and "Grantee" shall include the successors and assigns of the Grantee.)

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, THAT in consideration of the sum of TEN DOLLARS ($10.00), receipt of which is hereby acknowledged, the Grantor hereby quitclaims to the Grantee, whose post office address is 153 Brooks Road, Rome, New York 13441-4105, all the real property situated in the City of Rome, County of Oneida, and State of New York comprised of 152.955 acres more or less and containing Facilities 745, 748, 764, 767, 789, 790, 791, 793, 795, 799, 811, 5910, and 6389D, as more specifically set forth in Exhibits A and B-1 to this Deed.

III. APPURTENANCES

TOGETHER WITH all the buildings and improvements erected thereon, 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).

IV. EXCEPTIONS

EXCEPTING THEREFROM all utility systems owned by the Grantor, including wire, cables, conduit, pipes, transformers, pumps, switching gear, poles, anchors, guys, towers, and appurtenant installations, structures, facilities, and equipment, TOGETHER WITH the right and easement in the Grantor to keep, operate, inspect, maintain, repair, remove, and replace such utility systems, 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 usually controlled by individual realty owners and not by utility providers.

Richard D. Allen, Oneida County Clerk D
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01/22/2003 02:54PM
Page: 1 of 11

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CITY CLERK'S OFFICE
ROME, N.Y.

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DEC 2 3 2002
Rome Assessor's Office

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 Enviromental Protection Agency ("EPA") 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 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 B-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 EPA or the State relating to the implementation of the IRP or FFA, if applicable, 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, or the covenants contained in Sections VII.C. and VII.D. of this Deed, but not limited to, the installation of monitoring wells, pumping wells, and treatment facilities.

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.

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.

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.

D. Ordnance-Related Material.

1. 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. Upon discovery of any such ordnance and ordnance-related materials on the Property, the Grantee or its successors and assigns shall notify the Grantor of such discovery.

2. The Grantor warrants that any response action or corrective action that it is required to undertake by applicable law shall be conducted by the Grantor. The Grantor hereby reserves a right of access to the Property in any case in which a response action or corrective action is found to be necessary. The Grantor also hereby reserves a right of access to the Property as may be necessary to carry out a response action or corrective action on adjoining property. The Grantor will give the Grantee reasonable notice of its response action or corrective action requiring access to the property and Grantor shall, consistent with feasible methods for complying with its actions, endeavor to minimize the disruption to the Grantee's use of the Property.

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 Airspace," under the authority of the Federal Aviation Act of 1958, as amended.

F. Enforcement of Covenants and Restrictions. 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 conveyance or use of the Property. If there is any violation of such covenants and restrictions, it shall be lawful for the Grantor to prosecute any proceedings at law or in equity, either to prevent any violation of the covenants or restrictions, or to recover damages for such violation, or both. The failure of the Grantor to enforce any of these covenants or restrictions 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.

G. Land Use. The Grantee convenants to limit the use of the Property to commercial/industrial and non-residential purposes.

VIII MISCELLANEOUS

A. Each covenant of this Deed shall be deemed to touch and concern the land and shall run with the land.

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 - Survey and Environmental Site Maps

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

UNITED STATES OF AMERICA

By: _____
JOYCE K. FRANK
Deputy Director
Air Force Base Conversion Agency

Witness:

_____

COMMONWEALTH OF VIRGINIA)
) ss.
COUNTY OF ARLINGTON)

On the 20th day of July, in the year 2001, before me personally came Joyce K. Frank, to me known, who, being by me duly sworn, did depose and say that she resides at 9626 Hillock Court, in Burke (city), Fairfax (county), VA (state); that she is the duly appointed Deputy Director of the Air Force Base Conversion Agency described in and which executed the above instrument; and that she signed her name thereto by authority of the Secretary of the Air Force.

_____
Notary Public

My commission expires on 31 July 2001.

L S

ACCEPTANCE

The Grantee hereby accepts this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE: December 13, 2002

(Grantee)

By: _____

Attest:

_____

EXHIBIT A

(Property Description of Parcel F4A/F12A)

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida, and State of New York shown as "Parcel F4A/F12A" on a map entitled "Property Map Showing Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel F4A/F12A), City of Rome, County of Oneida, State of New York" made by Michael P. Waters, P.L.S. No. 50027, dated October 27, 1998 and last revised August 28, 2001, which said tract, piece or parcel of land is more particularly described as follows:

Beginning at a point on the proposed easterly street boundary of Perimeter Road; said point being South 36° 14' 32" East, 1,929.34 feet from a capped iron pipe found stamped "AFRL-44";

thence through the lands of The United States of America (reputed owner) the following six (6) courses and distances;

1. North 43° 18' 48" East, 697.21 feet to a point;
2. North 46° 54' 04" West, 235.82 feet to a point;
3. North 43° 28' 57" East, 2,731.35 feet to a point;
4. South 46° 36' 00" East, 709.70 feet to a point;
5. South 30° 01' 38" East, 1,115.45 feet to a point;
6. South 39° 04' 58" East, 301.40 feet to a point on the proposed northerly street boundary of the aforementioned Perimeter Road;

thence along said proposed northerly street boundary of the aforementioned Perimeter Road the following two (2) courses and distances;

1. South 43° 28' 17" West, 2,866.90 feet to a point;
2. South 62° 30' 28" West, 99.49 feet to a point at the intersection with the proposed easterly street boundary of the aforementioned Perimeter Road;

thence along the proposed easterly street boundary of the aforementioned Perimeter Road the following three (3) courses and distances;

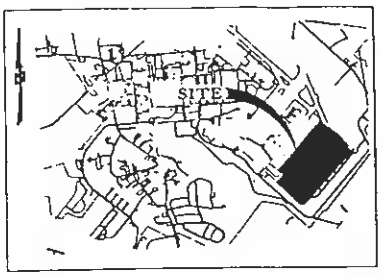
1. North 81° 27' 47" West, 132.31 feet to a point;
2. North 59° 18' 47" West, 100.30 feet to a point;
3. North 46° 49' 58" West, 1,581.39 feet to the place of beginning being 6,663,475.9± square feet or 152.972 acres, more or less.

EXIBHIT B-1

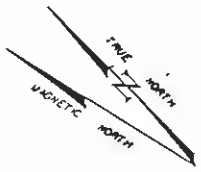
Exhibit B-1 consists of a survey map entitled "Property Map Showing Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel F4A/F12A), City of Rome, County of Oneida, State of New York" made by Michael P. Waters, P.L.S. No. 50027. dated October 27, 1998 and last revised August 28, 2001, which survey map is being filed in the Oneida County Clerk's Office concurrently herewith.

ALTERATION OF THIS DOCUMENT EXCEPT BY A LICENSED LAND SURVEYOR, IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW

"THE ALTERATION OF SURVEY MAPS BY ANYONE OTHER THAN THE ORIGINAL PREPARER IS MISLEADING, CONFUSING AND NOT IN THE GENERAL WELFARE AND BENEFIT OF THE PUBLIC. LICENSED LAND SURVEYORS SHALL NOT ALTER MAPS, SURVEY PLANS OR SURVEY PLATS PREPARED BY OTHERS"



LOCATION PLAN
NOT TO SCALE



MAG. DECLINATION: 13° 05.8' WEST
YEAR: DECEMBER, 1988
ANNUAL CHANGE: 0° 3.6' WEST

NOTE:

PLANIMETRIC DATA TAKEN FROM MAPPING PRODUCED BY WOOLPERT CONSULTANTS DAYTON, OHIO, DATED 01 SEPTEMBER, 1989. "BASE COMPREHENSIVE PLNG. DIRECTIVE AFR 86-4

PROPOSED DESCRIPTION

Lands To Be Conveyed To

Oneida County Industrial Development Corporation

All that tract piece or parcel of land situate in the City of Rome, County of Oneida, State of New York; being a portion of GRIFFISS Business and Technology Park; said parcel being more particularly described as follows:

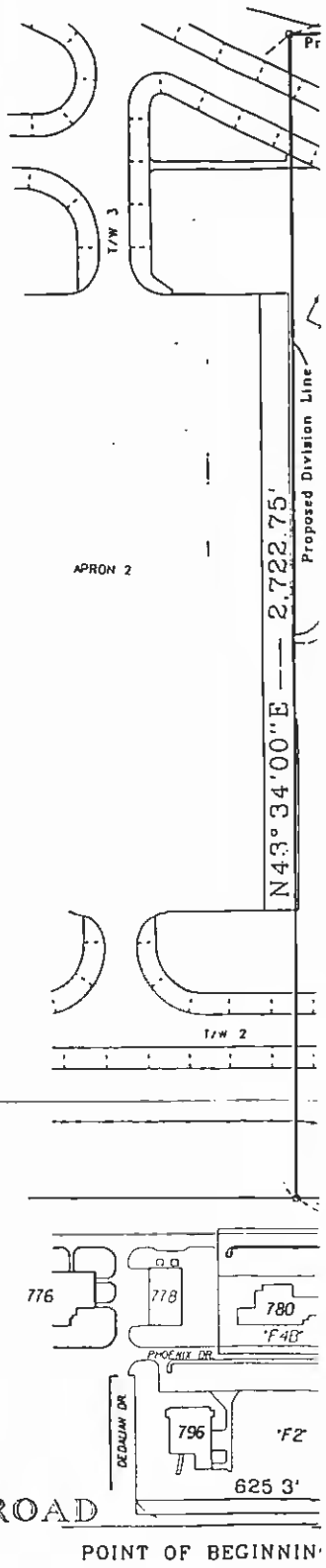
Beginning at a point on the proposed easterly street boundary of Perimeter Road; said point being southeasterly along said proposed street boundary 625.3 feet from its intersection with the southerly boundary of Dedalian Drive

thence through the lands of The United States of America the following six (6) courses and distances;

1. North 43°18'48" East, 697.21 feet to a point;
2. North 46°54'04" West, 235.82 feet to a point;
3. North 43°34'00" East, 2,722.75 feet to a point;
4. South 46°36' 00" East, 709.70 feet to a point;
5. South 30°01' 38" East, 1315.45 feet to a point;
6. South 39°04' 58" East, 301.40 feet to the aforementioned proposed northerly street boundary of Perimeter Road;

thence along said proposed street boundary the following five (5) courses and distances;

1. South 43°28'17" West, 2,866.90 feet to a point;
2. South 62° 30' 28" West, 99.49 feet to a point;
3. North 81° 27' 47" West, 132.31 feet to a point;
4. North 59°18' 46" West, 100.30 feet to a point;
5. North 46° 41' 20" West, 1606.12 feet to the place of beginning, being 6,662,745.3 sq.ft or 152.955 acres more or less.



CERTIFY TO:

AIR FORCE BASE CONVERSION AGENCY

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

GRIFFISS LOCAL DEVELOPMENT CORPORATION



I hereby certify that this is an accurate map, made from an accurate field survey, and that this survey was prepared in accordance with the minimum standards set forth in "The Existing Code of Practice for Surveys" as adopted by the New York State Association of Professional Land Surveyors.

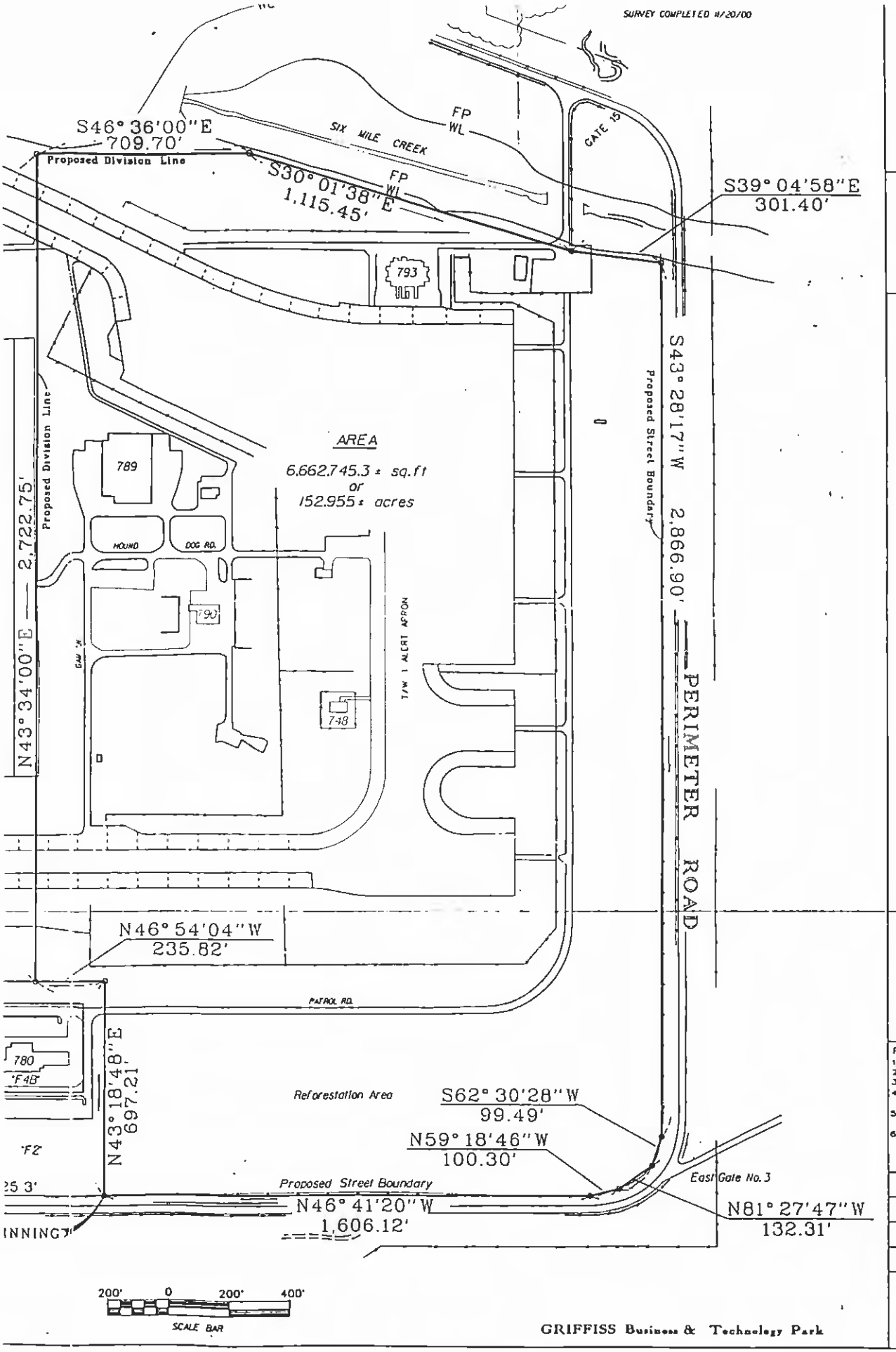
Michael P Waters, P.L.S. No. 50027 — 2/10/01 Date

THIS SURVEY WAS PREPARED FOR THE PARTIES AND PURPOSES INDICATED HEREON. ANY EXTENSION OF THE USE BEYOND THE PARTIES OR PURPOSE IS EXPRESSLY FORBIDDEN WITHOUT THE WRITTEN RELEASE OR PERMISSION OF WATERS LAND SURVEYING. Michael P. Waters P.L.S. No. 050027

TRUE COPIES SIGNED AND STAMPED IN RED

SURVEY COMPLETED 2/10/01.

Only copies from the original of this survey marked with the surveyor's signature and an ORIGINAL embossed or live seal shall be considered valid true copies



WATERS LAND SURVEYING
1307 N. James Road
Rome, NY 13440
(315) 339-2459
P.L.S. No. 050037

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PROPERTY MAP
SHOWING LANDS TO BE CONVEYED TO
ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
CITY OF ROME COUNTY OF ONEIDA STATE OF NEW YORK

Revisions
1. 11/00 Boundary
2. 01/01 Boundary
3. 02/01 Boundary
4. 03/02/01 Boundary
5. 03/10/01 Boundary
6. 03/16/01 Boundary

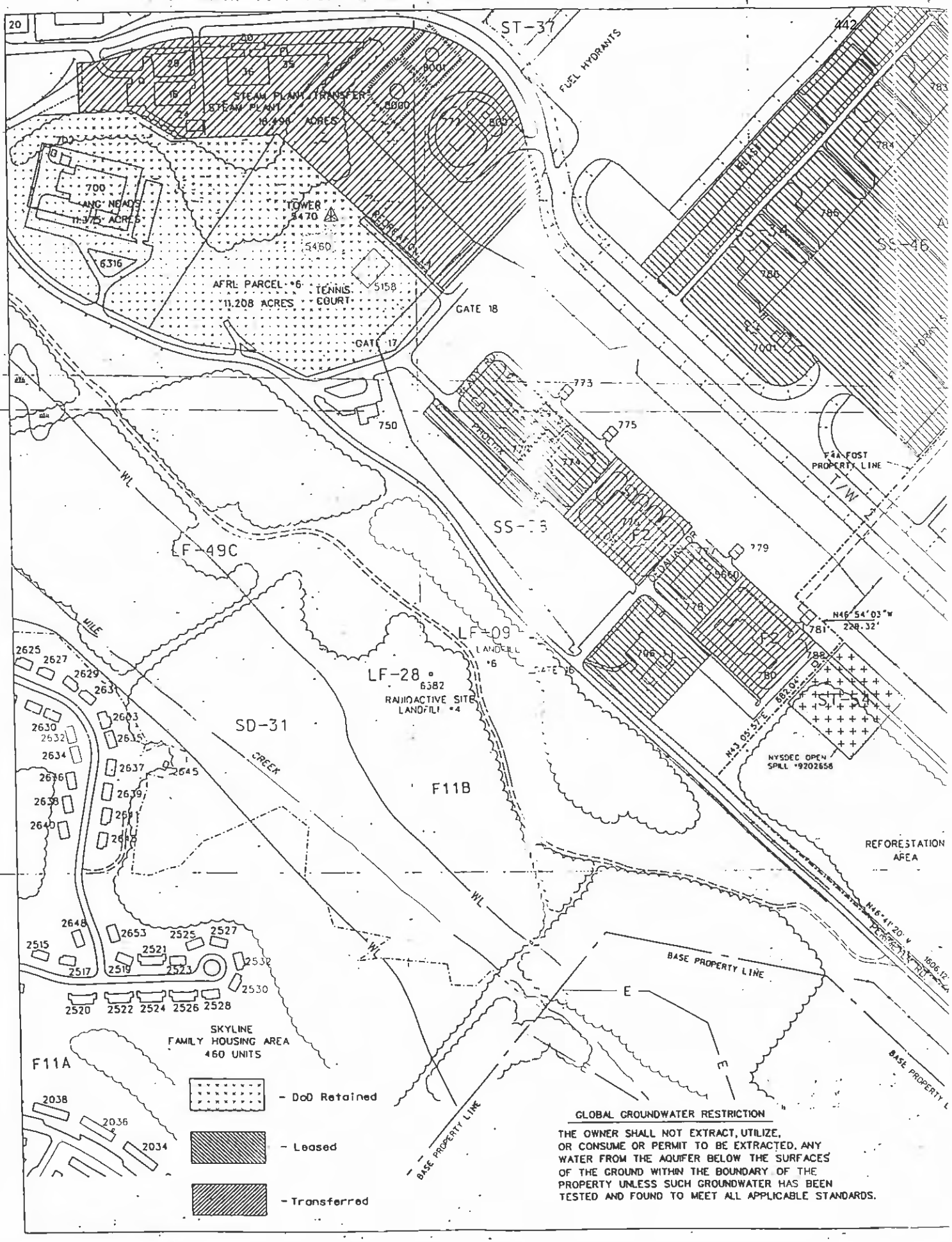
Scale: 1"=200'
Date: 10/27/98
Dgn: f4af12a.dgn

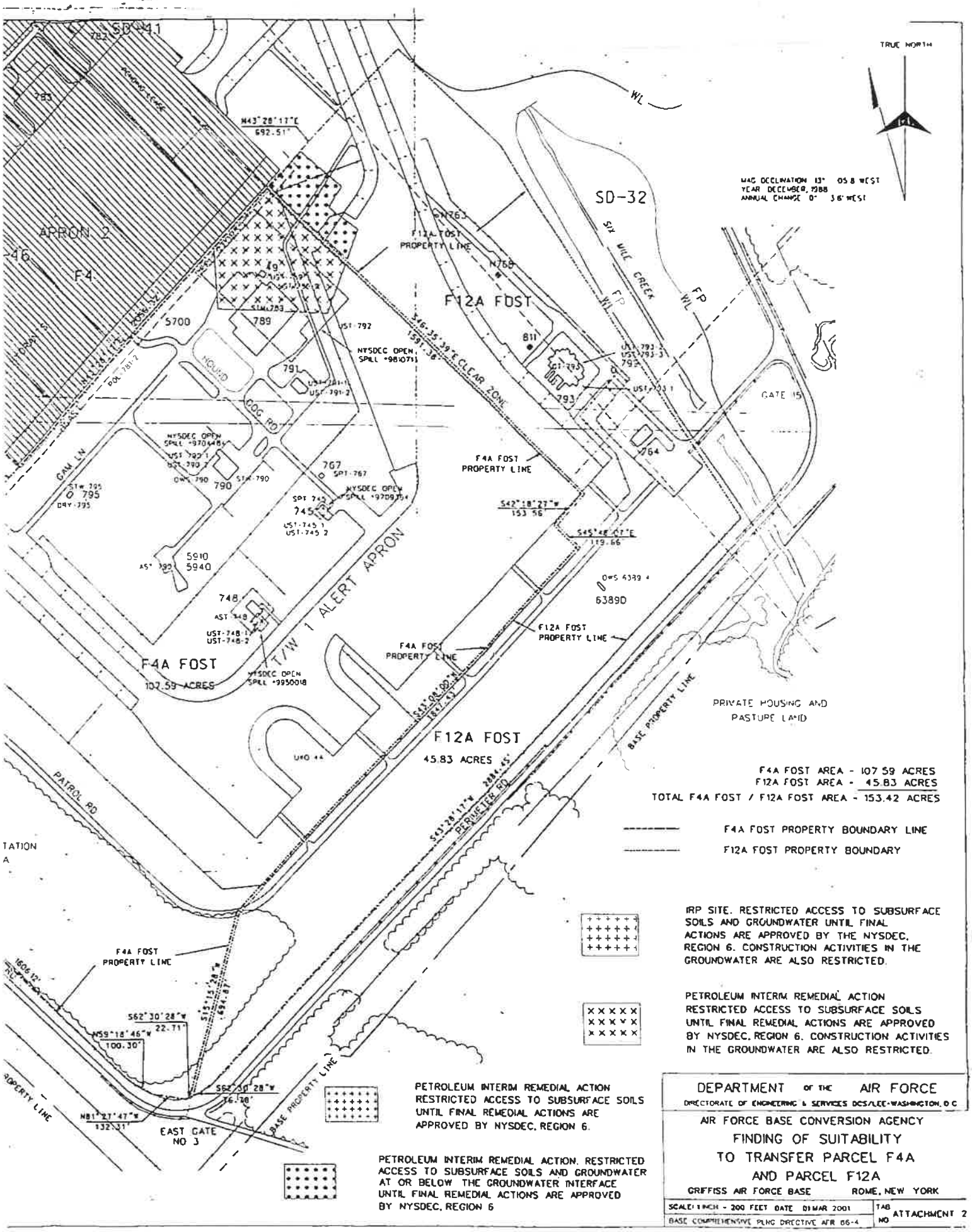
F4A
F12A

Project: EDGE/GLOC - FOST

EXIBHIT B-2

Exhibit B-2 consists of an environmental site map entitled "Air Force Base Conversion Agency, Finding of Suitability to Transfer Parcel F4A and Lease Parcel F12A, Griffiss Air Force Base, Rome, New York" made by the Department of the Air Force Directorate of Engineering & Services, DCS/LEE – Washington, D.C. dated January 24, 2000, which environmental site map is being filed in the Oneida County Clerk's Office concurrently herewith.


ST-37
442
FUEL HYDRANTS
STEAM PLANT/TRANSFER
STEAM PLANT
18.498 ACRES
TOWER
5470
5460
700
ANG HEADS
11.375 ACRES
6316
AFRL PARCEL *6
11.208 ACRES
TENNIS COURT
5158
GATE 18
GATE 17
750
773
775
779
781
782
780
776
746
PHOENIX
F3
F2
F4A FOST
PROPERTY LINE
T/W
SS-46
SS-54
LF-49C
LF-09
LANDFILL
*6
LF-28
6382
RADIOACTIVE SITE
LANDFILL *4
SD-31
CREEK
F11B
F11A
N46°54'03"W
228.32'
N43°05'57"E
682.0'
ST-54
NYSDEC OPEN
SPILL #9202658
REFORESTATION
AREA
BASE PROPERTY LINE
E
SKYLINE
FAMILY HOUSING AREA
460 UNITS
- DoD Retained
- Leased
- Transferred
GLOBAL GROUNDWATER RESTRICTION
THE OWNER SHALL NOT EXTRACT, UTILIZE, OR 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.


SD-41
APRON 2
F4
SD-32
SIX MILE CREEK
F12A FOST
PROPERTY LINE
F12A FOST
F4A FOST
PROPERTY LINE
F4A FOST
107.59 ACRES
F12A FOST
45.83 ACRES
T/W 1 ALERT APRON
PATROL RD
COG RD
GAM LN
GATE 15
EAST GATE
NO 3
BASE PROPERTY LINE
PERIMETER RD
PRIVATE HOUSING AND
PASTURE LAND
TRUE NORTH
MAG DECLINATION 13° 05.8 WEST
YEAR DECEMBER, 1988
ANNUAL CHANGE 0° 3.6' WEST
NYSDEC OPEN SPILL #9810731
NYSDEC OPEN SPILL #9706485
NYSDEC OPEN SPILL #9709754
NYSDEC OPEN SPILL #9950018
N43°28'17"E 692.51'
S46°35'39"E CLEAR ZONE 1591.38'
S42°18'27"W 153.56'
S45°48'07"E 119.66'
S62°30'28"W 22.71'
N59°18'46"W 100.30'
S62°30'28"W 16.38'
N81°27'47"W 132.31'
S43°28'17"W 2884.45'
F4A FOST AREA - 107.59 ACRES
F12A FOST AREA - 45.83 ACRES
TOTAL F4A FOST / F12A FOST AREA - 153.42 ACRES
F4A FOST PROPERTY BOUNDARY LINE
F12A FOST PROPERTY BOUNDARY
IRP SITE. RESTRICTED ACCESS TO SUBSURFACE SOILS AND GROUNDWATER UNTIL FINAL ACTIONS ARE APPROVED BY THE NYSDEC, REGION 6. CONSTRUCTION ACTIVITIES IN THE GROUNDWATER ARE ALSO RESTRICTED.
PETROLEUM INTERIM REMEDIAL ACTION RESTRICTED ACCESS TO SUBSURFACE SOILS UNTIL FINAL REMEDIAL ACTIONS ARE APPROVED BY NYSDEC, REGION 6. CONSTRUCTION ACTIVITIES IN THE GROUNDWATER ARE ALSO RESTRICTED.
PETROLEUM INTERIM REMEDIAL ACTION RESTRICTED ACCESS TO SUBSURFACE SOILS UNTIL FINAL REMEDIAL ACTIONS ARE APPROVED BY NYSDEC, REGION 6.
PETROLEUM INTERIM REMEDIAL ACTION. RESTRICTED ACCESS TO SUBSURFACE SOILS AND GROUNDWATER AT OR BELOW THE GROUNDWATER INTERFACE UNTIL FINAL REMEDIAL ACTIONS ARE APPROVED BY NYSDEC, REGION 6
DEPARTMENT OF THE AIR FORCE
DIRECTORATE OF ENGINEERING & SERVICES DCS/LEE-WASHINGTON, D C
AIR FORCE BASE CONVERSION AGENCY
FINDING OF SUITABILITY
TO TRANSFER PARCEL F4A
AND PARCEL F12A
GRIFFISS AIR FORCE BASE ROME, NEW YORK
SCALE: 1 INCH = 200 FEET DATE 01 MAR 2001
BASE COMPREHENSIVE PLNG DIRECTIVE AFR 86-4
TAB NO ATTACHMENT 2

GRI-EDC-2000-001-D-8
Parcel F-4B
Oneida County Industrial Development Agency

20.68, Acres

NEW YORK QUITCLAIM DEED

I. PARTIES

THIS DEED is made and entered into this 21st day of August, 2001, by and between the UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder (the "Grantor"), and the ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, an instrumentality and public benefit corporation of the State of New York (the "Grantee"). (When used in this Deed, unless the context specifies otherwise, "Grantor" shall include the assignees of the Grantor, and "Grantee" shall include the successors and assignees of the Grantee.)

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, THAT, in consideration of the sum of TEN DOLLARS ($10.00), receipt of which is hereby acknowledged, the Grantor hereby quitclaims to the Grantee, whose post office address is 153 Brooks Road, Rome, New York 13441-4105, all the real property situated in the City of Rome, County of Oneida, and State of New York described as set forth on Exhibit A (Parcel F4B Property Description) and as shown on Exhibit B-1 (Parcel Map) to this Deed.

M-, 845

III. APPURTENANCES

TOGETHER WITH all the buildings and improvements erected thereon, 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.

IV. EXCEPTIONS

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

V. RESERVATIONS

A. RESERVING UNTO THE GRANTOR, including the United States Enviromental Protection Agency ("EPA") 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:

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 relating 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.

B. AND FURTHER RESERVING all existing reservations, easements, restrictions, and rights, recorded or unrecorded, for public roads, highways, streets, railroads, and other rights-of-way, including but not limited to the specific easements, reservations, rights, and covenants described in this Deed, and to any matters which may be revealed by a detailed survey and a physical inspection of the Property.

VI. CONDITION

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

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

VII. 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 undertaken prior to 1978. The Grantee hereby acknowledges the required disclosure in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. Section 4852d (Title X), of the

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

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

B. Asbestos-Containing Materials ("ACM")

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

C. Non-Discrimination

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

D. Environmental Covenants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VIII. CONTRACTUAL ASSURANCES

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

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

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

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

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

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

detected during the review or additional information is required, the Air Force will promptly notify the OCIDA representative. Any additional information needed by the Air Force to complete its review will be provided upon receipt of any such Air Force request. The OCIDA shall not proceed with any proposed alterations within an AOC until it has received written notice from the Air Force that the proposed alterations are acceptable to the BCT. Approval will not be unreasonably withheld.

c) Access to the AOC will be restricted to those OCIDA personnel necessary to the conduct of approved activities.

2. Until such time as a CERCLA AOC has been closed, the USEPA, NYSDEC, Air Force and its officers, agents, employees, contractors, and subcontractors have the right to enter upon AOC Sites SS-38 and SD-52, to enter other areas of the property for the purposes enumerated in this subparagraph and for such other purposes consistent with the IRP:

a) To conduct CERCLA investigations and surveys, including, where necessary, drilling, soil and water sampling, test pitting, testing soil borings and other activities related to the CERCLA IRP;

b) To inspect field activities of the United States Government and its contractors and subcontractors in implementing the CERCLA IRP; and

c) To conduct, operate, maintain or undertake any other CERCLA response or remedial action as required or necessary under the CERCLA IRP, including, but not limited to, the installation of monitoring wells, pumping wells and treatment facilities provided, however, that the Air Force agrees to coordinate its remediation activities with the OCIDA construction schedule so as not to unreasonably disrupt such schedule.

3. The Grantee will ensure compliance 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. Any inspection, survey, investigation, or other CERCLA response or remedial action shall be coordinated with representatives designated by the OCIDA. The OCIDA, its contractors, assignees, licensees, or invitees shall have no claim against the Air Force or any officer, agent, employee, contractor, or subcontractor thereof on account of such entries or with applicable laws, so long as such activities are for protection of human health and the environment as it pertains to CERCLA.

IX. 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.

X. LIST OF EXHIBITS

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

A. Exhibit A - Property Description
B. Exhibit B-1 - Parcel Map
   Exhibit B-2 – Covenant Deferral Request Restriction Map
C. Exhibit C - Hazardous Substances Stored
D. Exhibit D - Hazardous Substances Released/Disposed of
E. Exhibit E - Hazardous Wastes Stored

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

UNITED STATES OF AMERICA

By: Albert F. Lowas
ALBERT F. LOWAS, JR.
Director
Air Force Base Conversion Agency

Witness:

Vincent P. Mokrzycki

COMMONWEALTH OF VIRGINIA) :
) ss.
COUNTY OF ARLINGTON) :

On the 21st day of August, in the year 2001, before me personally came Albert F. Lowas Jr., to me known, who, being by me duly sworn, did depose and say that he resides at 1700 N. Moore St, Suite 2300, in Arlington (city), Arlington (county), VA (state); that he is the Director duly appointed of the Air Force Base Conversion Agency described in and which executed the above instrument; and that he signed his name thereto by authority of the Secretary of the Air Force.

Helen F. Woodland
Notary Public

My commission expires on July 31, 2005.

L.S.

RECEIVED
01 DEC 17 AM 10:44
CITY CLERK'S OFFICE
ROME, N.Y.

RECEIVED
DEC 17 2001
Rome Assessor's Office

Acceptance

The Grantee hereby accepts this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE: December 19, 2001

(Grantee)

By:

Attest:

EXHIBIT A

ALL THAT TRACT, PIECE, OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York shown as Parcel F4B on the map (the "Survey 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 F4B), made by Michael P. Waters, P.L.S. No. 50027, dated November 15, 2000, and last revised 10/01, which said tract, piece or parcel of land is more particularly described as follows:

Beginning at a point on the proposed northeasterly street boundary of Perimeter Road; said point being South 03° 40' 19" West 372.19 feet from a capped iron pipe found stamped "AFRL-44";

thence through the lands now or formerly of the United States of America the following three (3) courses and distances:

1. North 43° 18' 48" East, 628.42 feet to a point;
2. South 46° 54' 04" East, 1,659.47 feet to a point;
3. South 43° 18' 48" West, 697.21 feet to its intersection with the aforementioned proposed northeasterly street boundary of Perimeter Road;

thence along said proposed northeasterly street boundary of Perimeter Road the following four (4) courses and distances:

1. North 46° 49' 58" West, 791.60 feet to a point of curvature;
2. Northerly along a curve to the right, having a radius of 1,823.28 feet, a chord length of 453.15 feet and a chord direction of North 38° 28' 13" West to a point of reverse curvature;
3. Northerly along a curve to the left, having a radius of 703.03 feet, a chord length of 333.05 feet and a chord direction of North 43° 36' 39" West to a point of tangency;
4. North 58° 25' 03" West, 88.64 feet to the place of beginning being 1,108,818.3 ± square feet or 25.454 acres, more or less.

EXCEPTING AND RESERVING THEREFROM all that tract, piece or parcel of land situate in the City of Rome, County of Oneida, State of New York shown as "Parcel F2C" on the Survey Map, which Parcel F2C is more particularly described as follows:

Beginning at the northerly side of Dedalian Drive at its intersection with the easterly side of Patrol Road; said point being South 59° 14' 24" East 1,253.38 feet from a capped iron pipe found stamped "AFRL-44";

thence through the lands of the United States of America the following four (4) courses and distances:

1. South 43° 05' 58" West, 288.80 feet to a point;

2. North 46° 54' 04" West, 369.42 feet to a point;
3. North 43° 05' 58" East, 288.80 feet to a point;
4. South 46° 54' 04" East, 369.42 feet to the place of beginning, being 106,831.8 ± square feet or 2.452 acres, more or less.

ALSO, EXCEPTING AND RESERVING THEREFROM all that tract, piece or parcel of land situate in the City of Rome, County of Oneida, State of New York shown as "Parcel F2D" on the Survey Map, which Parcel F2D is more particularly described as follows:

Beginning at the easterly side of Patrol Road 251 ± feet southeasterly from its intersection with the northerly side of Dedalion Drive; said point being South 51° 11' 15" East 1,499.90 feet from a capped iron pipe found stamped "AFRL-44";

thence through the lands of the United States of America the following four (4) courses and distances:

1. South 46° 04' 31" East, 350.33 feet to a point;
2. South 43° 25' 04" West, 285.27 feet to a point;
3. North 46° 04' 31" West, 350.33 feet to a point;
4. North 43° 25' 04" East, 288.37 feet to the place of beginning, being 101,172.9 ± square feet or 2.322 acres, more or less.

EXHIBIT B

Exhibit B-1 consists of a 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 F4B), made by Michael P. Waters, P.L.S. No. 050027 dated November 15, 2000 and last revised 10/01, which map is being filed in the Oneida County Clerk's Office concurrently herewith.

Exhibit B-2 consists of a map entitled "Air Force Base Conversion Agency, Covenant Deferral Request Restriction Map, Parcel F4B, Griffiss Air Force Base, Rome, New York" made by the Department of the Air Force, Directorate of Engineering & Services DCS/Lee- Washington, D.C. dated 27 Nov. 2000, which map is being filed in the Oneida County Clerk's Office concurrently herewith.

EXHIBIT C

NOTICE OF HAZARDOUS SUBSTANCES STORED

Notice is hereby given that the table and information provided below contain a notice of hazardous substances that have been stored for one (1) year or more on the Property at Griffiss Air Force Base.

Building Number	Substance Stored	Regulatory Synonym(s)	CAS Registry Number	Year	Quantity (kg/year)
774	Acetone	2-propanone	67-64-1	Multi	115
	Dimethyl formamide	N,N-dimethylformamide	68-12-2	1993	23
	Ethyl benzene	Not listed	100-41-4	1985	13
	Isobutyl acetate	Not listed	110-19-0	Multi	6
	Isobutyl alcohol	1-propanol	78-83-1	Multi	6
	Lead	Not listed	7439-92-1	1985	6
	Methylene chloride	Dichloromethane	75-09-2	1986	45
	Methyl ethyl ketone	2-Butanone	78-93-3	Multi	88
	n-butyl acetate	Not listed	123-86-4	1975	8
	n-butyl alcohol	1-Butanol	71-36-3	Multi	15
	Phosphoric acid	Not listed	7664-38-2	1989	45
	Strontium chromate	Not listed	7789-06-2	1975	8
	Toluene	Benzene, methyl-	108-88-3	Multi	84
	1,1,1-trichloroethane	Ethane,1,1,1-trichloro-; methyl chloroform	71-55-6	Multi	4580
	Trichloroethylene	Trichloroethene	79-01-6	1978	139
	Xylene	Benzene, dimethyl	1330-20-7	Multi	60

EXHIBIT D

NOTICE OF HAZARDOUS SUBSTANCES RELEASED/DISPOSED OF

Notice is hereby provided that the table and information set out below provide notice of hazardous substances that are known to have been released or disposed of on the Property at Griffiss Air Force Base, and the dates the release took place. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. § 9620(h).

Substance	CAS Registry Number	Quantity	Date	Hazardous Waste ID Number	Response/Remarks
Chlorinated Solvents - Primarily (trichloroethylene -TCE)	N/A	Unk.	Unk.	F001	IRP Site ID - SS38, On-going investigation; plume delineation complete - August 2000. Feasibility Study planned.

EXHIBIT E

NOTICE OF HAZARDOUS WASTE STORED

Notice is hereby given that the table and information provided contain a notice of hazardous waste that have been stored (90 day maximum) over a period of one (1) year or more on the Property at Griffiss Air Force Base.

Building Number	Waste Stored	Regulatory Waste Number	Year	Quantity (lbs.)
774	Waste PD-680; 0.12N HCl3/N Isopropyl	D001	1988-1991	5021
	1,1,1-Trichloroethane	F001	1988-1990	3272
796	Paraffinic Petroleum Hydrocarbon	D001	1991,1992	47
	Lead Acid Batteries	D008	1991	3

GRI-EDC-2000-001-D-17
Parcel F-4C Apron
Oneida County Industrial Development Agency

54.70 Acres

COPY

NEW YORK QUITCLAIM DEED

I. PARTIES

A. THIS DEED is made and entered into this 12th day of August, 2005, by and between THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder (the "Grantor"), and ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, an instrumentality and public benefit corporation under the laws of the State of New York (the "Grantee"). (Unless the context otherwise specifically provides, when used in this Deed, "Grantor" includes the assigns of the Grantor and "Air Force" includes any successor entity to the Department of the Air Force or any successor to the Secretary of the Air Force, and "Grantee" includes the successors and assigns of the Grantee.)

B. Definitions.

The following terms will have the meaning assigned to each in this Deed, unless the context specifies otherwise:

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601-9675)

"FFA" means the Federal Facility Agreement between USEPA and the Air Force regarding environmental cleanup at Air Force installations on the National Priority List.

"Grantee" includes the successors and assigns of the Oneida County Industrial Development Agency

"Grantor" means the Secretary of the Air Force and the successor office of the Secretary of the Air Force.

"IRP" means the environmental Installation Restoration Program of the Air Force.

"NYSDEC" means the New York State Department of Environmental Conservation.

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Richard D. Allen, Oneida County Clerk D

"Property" includes all the right, title, and interest in and to the land and appurtenances described on Exhibit A to this Deed.

"United States" refers to any department or agency under the executive branch of the Federal Government and its respective successor entities and assigns.

"USEPA" means the United States Environmental Protection Agency and its successor entity.

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, THAT in consideration of the sum of TEN DOLLARS ($10.00), receipt of which is hereby acknowledged, the Grantor hereby quitclaims to the Grantee, whose post office address is 153 Brooks Road, Rome, New York 13441-4105, all the real property situated in the City of Rome, County of Oneida, and State of New York containing a total of approximately 56.961 acres, more or less, as described on **Exhibit A**, and depicted as F4C Parcel "A" (54.7 acres) and F4C Parcel "B"(2.261 acres) on "Property Map Showing Lands To Be Conveyed To Oneida County Industrial Development Agency ", (Parcel F4C), City of Rome, County of Oneida, State of New York (Drawing F4C), prepared by Michael P. Waters, P.L.S. 050027, dated June 30, 2005, (**Exhibit B**) to this Deed.

III. APPURTENANCES

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).

IV. EXCEPTIONS

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

V. RESERVATIONS

RESERVING UNTO THE GRANTOR, including the USEPA and the State of New York (the "State"), and its and their respective officials, agents, employees, contractors, and subcontractors, access to the Property pursuant to CERCLA section

120(h)(3)(A)(iii), (including the right of access to, and use of, utilities at reasonable cost to the Grantor), for the following purposes, either on the Property or on adjoining lands, and for such other purposes consistent with the IRP of the Grantor or the FFA, if applicable:

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

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

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

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

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

VI. CONDITION

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

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

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

VII. NOTICES AND COVENANTS RELATED TO SECTION 120(h)(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

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. Federal Facilities Agreement (FFA). The Grantee acknowledges that the Property is subject to the terms and conditions of the FFA dated August 21, 1990, including all amendments and supplements, and the Grantee agrees that, until the FFA is terminated in accordance with its Section XXXIV, the FFA shall be binding on the Grantee. Further, the Grantee recognizes that activities under the FFA must not be impeded or impaired, and it agrees that should any conflict between the terms of the FFA and the provisions of this Deed arise, the terms of the FFA will take precedence.

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	Environmental Site And Restriction Map

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

THE UNITED STATES OF AMERICA

By: _____
KATHRYN M. HALVORSON
Director
Air Force Real Property Agency

Witness:

_____

Commonwealth of Virginia :

ss.

County of Arlington :

On the 12 day of August in the year 2005, before me, the undersigned, personally appeared KATHRYN M. HALVORSON, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her capacity, that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that she made such appearance before the undersigned in the county of Arlington.

_____
Notary Public, Commonwealth of Virginia

My commission expires on _____

Embossed Hereon Is My Commonwealth of Virginia Notary Public Seal My Commission Expires March 31, 2006 SONIA M. SOTO

RECEIVED
2005 SEP 30 PM 3:44
CITY CLERK'S OFFICE
ROME, NY

RECEIVED
SEP 30 2005
Rome Assessor's Office

ACCEPTANCE

The Grantee acknowledges delivery of this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE: Sept. 30th, 2005

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: Robert R. Calli - Chairman

Attest:

Attorney

EXHIBIT A

PROPERTY DESCRIPTION
(Parcel F4C – Parcel A and Parcel F4C – Parcel B)

ALL THOSE TRACTS, PIECES OR PARCELS OF LAND situate in the City of Rome, County of Oneida and State of New York as shown on a map entitled "Property Map Showing Lands of to be Conveyed to Oneida County Industrial Development Agency (Parcel F4C), City of Rome, County of Oneida, State of New York"; prepared by Michael P. Waters, P.L.S. No. 50027, and dated June 30, 2005; which said tracts, pieces or parcels of land are more particularly described as follows:

Parcel 'A'

Beginning at the intersection of the division line between the herein described parcel on the northeast and the lands of Oneida County Industrial Development Agency (reputed owner) on the southwest with the division line between the herein described parcel on the southeast and the aforementioned lands of Oneida County Industrial Development Agency (reputed owner) on the northwest; said point being North 45° 05'03" East 56.94 feet from a capped iron rod found stamped "AFRL-44".

thence North 45° 05' 03" East along the last mentioned division line 451.67 feet to its intersection with the proposed westerly street boundary of Ellsworth Road;

thence southerly along said proposed westerly street boundary of Ellsworth Road on a curve to the left having a radius of 600.00 feet, a chord distance of 318.13 feet, a chord direction of South 29° 12' 45" East to its intersection with the proposed southerly street boundary of Ellsworth Road;

thence North 45° 08' 55" East along said proposed southerly street boundary of Ellsworth Road 100.00 feet to its intersection with the proposed easterly street boundary of Ellsworth Road;

thence along said proposed easterly street boundary of Ellsworth Road the following three (3) courses and distances;

1. northerly along a curve to the right having a radius of 500.00 feet, a chord distance of 269.52 feet , a chord direction of North 29° 12' 46" West to a point of tangency;

2. North 13° 34' 30" West, 206.93 feet to a point of curvature;

3. Northerly along a curve to the left having a radius of 600.00 feet, a chord distance of 440.94 feet, a chord direction of North 35° 08' 09" West to a point;

thence through the lands of The United States of America (reputed owner) the following four (4) courses and distances;

1. North 38° 26' 06" East, 165.63 feet to a point;
2. North 43° 24' 56" East, 929.25 feet to a point;
3. North 42° 16' 31" West, 148.60 feet to a point;
4. North 43° 22' 43" East, 51.93 feet to its intersection with the division line between the herein described parcel on the south and the lands of The County of Oneida (reputed owner) on the north

thence South 46° 42' 41" East along said division line 215.36 feet to its intersection with the division line between the herein described parcel on the southeast and the aforementioned lands of The County of Oneida (reputed owner) on the northwest;

thence North 43° 01' 19" East along said division line 395.11 feet to its intersection with the division line between the herein described parcel on the southwest and the aforementioned lands of The County of Oneida (reputed owner) on the northeast;

thence along said division line the following two (2) courses and distances;

1. easterly along a curve to the right having a radius of 70.08 feet, a chord distance of 98.59 feet , a chord direction of South 57° 54' 44" East to a point of tangency;

2. South 14° 41' 37" East, 80.33 feet to its intersection with the division line between the herein described parcel on the southeast and the aforementioned lands of The County of Oneida (reputed owner) on the northwest;

thence North 43° 01' 20" East along said division line 160.24 feet to its intersection with the division line between the herein described parcel on the southwest and the aforementioned lands of The County of Oneida (reputed owner) on the northeast;

thence South 46° 58' 40" East along said division line 205.04 feet to its intersection with the division line between the herein described parcel on the west and the aforementioned lands of The County of Oneida (reputed owner) on the east;

thence South 21° 17' 27" East along said division line 337.61 feet to its intersection with the division line between the herein described parcel on the southwest and the aforementioned lands of The County of Oneida (reputed owner) on the northeast;

thence South 43° 28' 16" West along said division line 233.55 feet to its intersection with the division line between the herein described parcel on the southwest and the aforementioned lands of The County of Oneida (reputed owner) on the northeast;

thence South 46° 31' 44" East along said division line 268.11 feet to its intersection with the division line between the herein described parcel on the southwest and the aforementioned lands of The County of Oneida (reputed owner) on the northeast;

thence South 43° 28' 17" West along said division line 171.77 feet to its intersection with the division line between the herein described parcel on the southwest and the aforementioned lands of The County of Oneida (reputed owner) on the northeast;

thence South 46° 31' 45" East along said division line 61.13 feet to a point on said division line;

thence through the lands of The United States of America (reputed owner) the following five (5) courses and distances;

1. South 43° 28' 16" West, 1,388.41 feet to a point;
2. South 47° 29' 47" East, 564.31 feet to a point of curvature
3. easterly along a curve to the left having a radius of 141.05 feet, a chord length of 153.76 feet, a chord direction of North 72° 39' 00" East to a point of tangency;
4. North 43° 27' 54" East, 50.24 feet to a point;
5. South 46° 32' 05" East, 510.83 feet to its intersection with the division line between the herein described parcel on the southwest and the lands of Oneida County Industrial Development Agency (reputed owner) on the northeast;

thence South 43° 28' 57" West along said division line 674.50 feet to its intersection with the division line between the herein described parcel on the northeast and the aforementioned lands of Oneida County Industrial Development Agency (reputed owner) on the southwest;

thence North 46° 54' 04" West along said division line 542.89 feet to a point on said division line;

thence through the lands of The United States of America (reputed owner) the following three (3) courses and distances;

1. North 43° 05' 57" East, 315.99 feet to a point;
2. North 46° 41' 28" West, 765.02 feet to a point;
3. South 43° 05' 58" West. 318.79 feet to its intersection with the first mentioned division line;

thence North 46° 54' 04" West along said division line 357.29 feet to the place of beginning being 2,382,716.1± square feet or 54.700 acres, more or less.

Parcel 'B'

Beginning at the intersection of the division line between the herein described parcel on the northwest and the lands of The County of Oneida (reputed owner) on the southeast with the division line between the lands of The County of Oneida (reputed owner) on the northeast and the lands of The United States of America (reputed owner) on the southwest; said point being North 22° 20' 26" East 2,091.30 feet from a capped iron rod found stamped "AFRL-44";

thence North 46° 42' 41" West along the last mentioned division line 412.36 feet to its intersection with the division line between the herein described parcel on the southeast and the aforementioned lands of The County of Oneida (reputed owner) on the northwest;

thence North 43° 17' 19" East along said division line 238.81 feet to its intersection with the division line between the herein described parcel on the southwest and the aforementioned lands of The County of Oneida (reputed owner) on the northeast;

thence South 46° 42' 41" East along said division line 412.36 feet to its intersection with the first mentioned division line;

thence South 43° 17' 19" West along said division line 238.81 feet to the place of beginning being 98,476.6± square feet or 2.261 acres, more or less.

EXHIBIT B

Exhibit B consists of a map entitled "Property Map Showing Lands of to be conveyed to Oneida County Industrial Development Agency (Parcel F4C), City of Rome, County of Oneida, State of New York" made by Michael P. Waters P.L.S. #050027dated June 30, 2005, a reduced size copy of which is annexed hereto as Exhibit B-1. A full sized copy of the aforesaid map is being filed in the Oneida County Clerk's Office currently herewith.

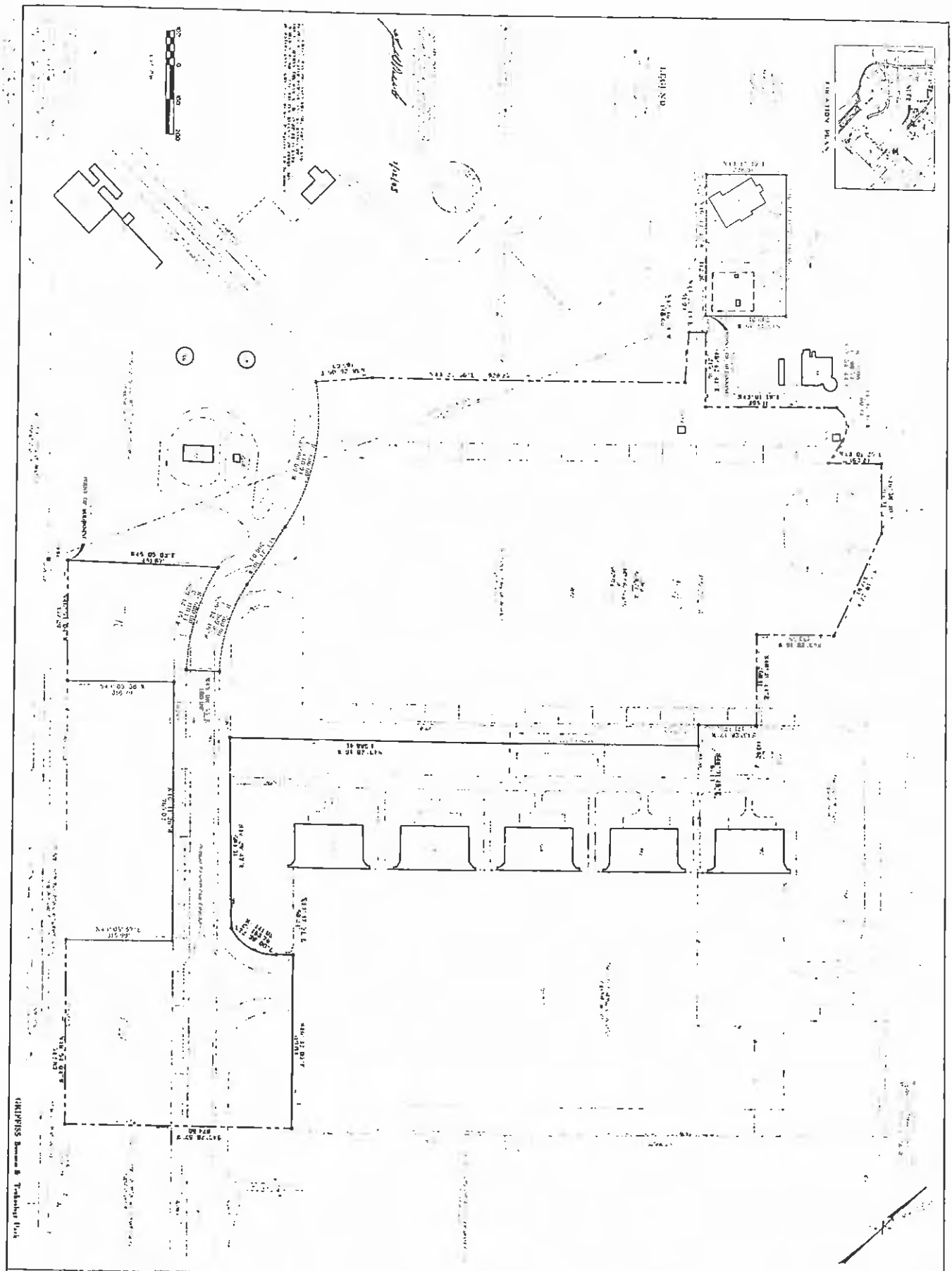

F4C
PROPERTY MAP
SHOWING LANDS OF TO BE CONVEYED TO
Oneida County Industrial Development Agency
CITY OF ROME COUNTY OF ONEIDA STATE OF NEW YORK

Exhibit B-1

EXHIBIT C

Exhibit C consists of an environmental site and restriction map entitled "Parcel F4C, May, 2005" made by FPM Group dated May 26, 2005, a reduced size copy of which is annexed hereto as Exhibit C-1. A full size copy of the aforesaid map is being filed in the Oneida County Clerk's Office concurrently herewith.

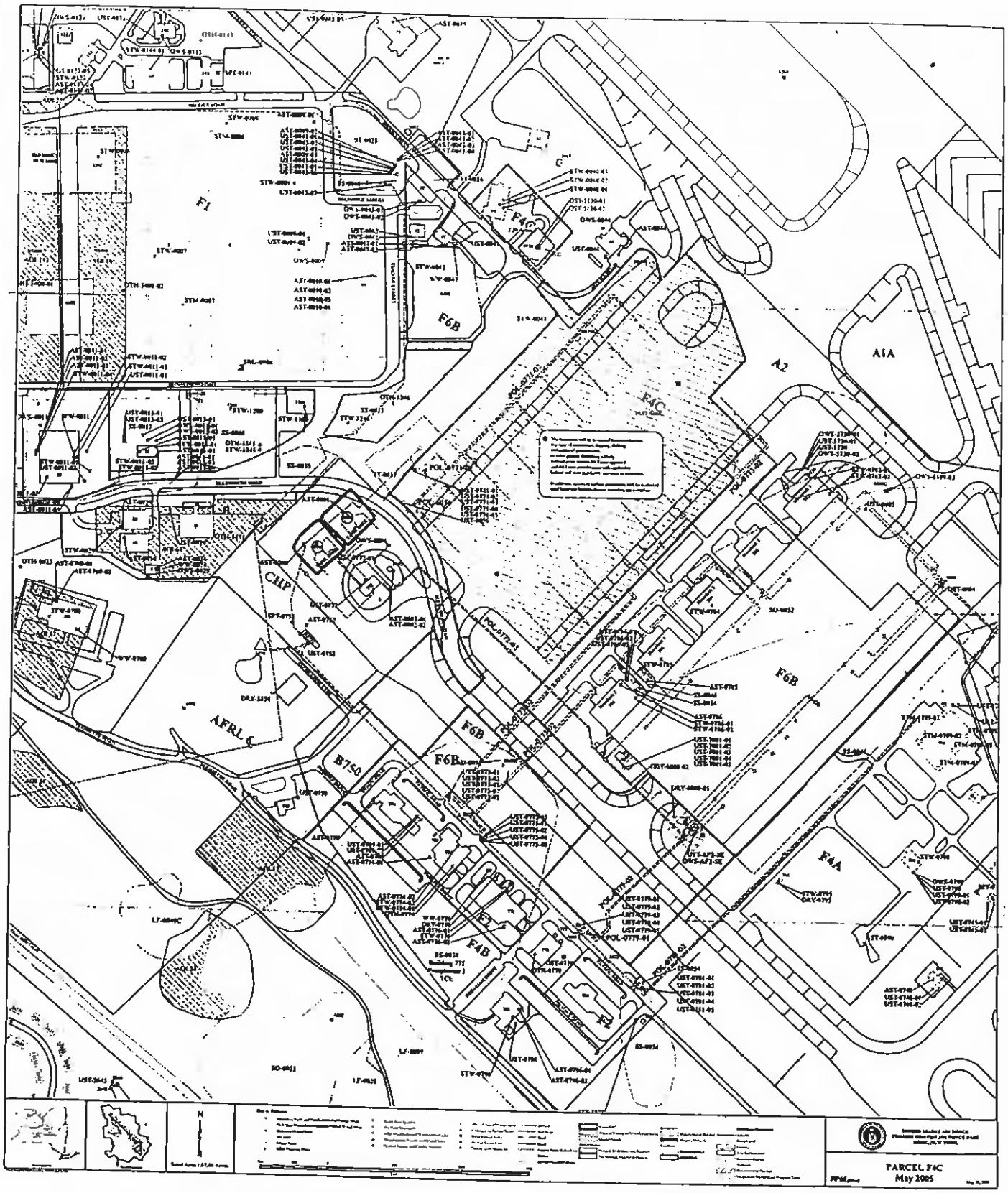

F1
F4C
F6B
A2
A1A
F4C
F6B
CHLP
AFRL 6
B750
F6B
F6B
F6B
F4A
F4B
PARCEL F4C
May 2005

Exhibit C-1

GRI-EDC-2000-001-D-22
Parcel F-5
Oneida County Industrial Development Agency

11.05 Acres

GRI-EDC-2000-001-D-22
Parcel F-5
11.05 Acres

NEW YORK QUITCLAIM DEED

I. PARTIES

THIS DEED is made and entered into this 25th day of October, 2007, by and between THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder (the "Grantor"), and ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, an instrumentality and public benefit corporation under the laws of the State of New York (the "Grantee"). (Unless the context otherwise specifically provides, when used in this Deed, "Grantor" includes the assigns of the Grantor and "Air Force" includes any successor entity to the Department of the Air Force or any successor to the Secretary of the Air Force, and "Grantee" includes the successors and assigns of the Grantee.)

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, THAT in consideration of the sum of TEN DOLLARS ($10.00), receipt of which is hereby acknowledged, the Grantor hereby quitclaims to the Grantee, whose post office address is 153 Brooks Road, Rome, New York 13441-4105, all the real property situated in the City of Rome, County of Oneida, and State of New York containing a total of approximately 11.054 acres, more or less, as described as Parcel F5-1, containing 3.224 acres, more or less, Parcel F5-2, containing 2.519 acres, more or less, and Parcel F5-3, containing 5.311 acres, more or less, on **Exhibit A,** and depicted as Parcel F5-1, Parcel F5-2, and Parcel F5-3 on "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 F5), prepared by Michael P. Waters, P.L.S. No. 50027, map date 9/12/07, certified September 27, 2007 (**Exhibit B**) to this Deed.

III. APPURTENANCES

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

IV. EXCEPTIONS

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

V. RESERVATIONS

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

RESERVING UNTO THE GRANTOR, including the USEPA and the State of New York (the "State"), and its and their respective officials, agents, employees, contractors, and subcontractors, 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 Facilities 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 USEPA or the State relating to the implementation of the IRP or FFA, if applicable, or to verify any data submitted to the USEPA or the State by the Grantor relating to such conditions.

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

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

VI. CONDITION

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

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

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

D. The Grantee covenants to comply with all applicable Federal, State and local laws relating to underground and other storage tanks, including the registration of the applicable storage tanks with the New York State Department of Environmental Conservation (NYSDEC) identifying the Grantee as the owner of such storage tanks.

VII. NOTICES AND COVENANTS RELATED TO SECTION 120(h)(3) OF THE CERCLA (42 U.S.C.§ 9620(h)(3)).

A. Pursuant to section 120(h)(3)(A)(i) of CERCLA, the following is notice of hazardous substances on the Property, and a description of remedial action taken by the Grantor concerning the Property.

1. The Grantor has made a complete search of its files and records. **Exhibit C-1 and C-2** contain tables with the name of hazardous substances and hazardous waste 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. A description of the remedial action(s) taken by the Grantor on the Property regarding hazardous substances released is contained in **Exhibit C-3**.

3. Pursuant to section 120(h)(3)(A)(ii) (I) 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 tbe Property by the Grantee in a manner that is inconsistent with restrictions contained in the DEED, 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 Reservations section of the deed in order to perform any remedial action as required by CERCLA section 120(h)(30(A)(ii).

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 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 Parcels F5-1, F5-2 and F5-3 of the Property, identified on **Exhibit D**, for industrial/commercial/non-residential use;

(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 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.

(c) 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.** .

(d) The Grantee covenants that the restrictions indicated on **Exhibit D** will be exercised in accordance with applicable Federal, state and local laws and as outlined in the environmental Record of Decision for each site.

(e) The Grantee shall 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. 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 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 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 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 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.

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.

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 the right, in its sole discretion, to undertake an investigation and conduct any remedial action that it determines is necessary.

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. 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 Airspace," 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.

IX. MISCELLANEOUS

A. Except for the personal covenant in Section VIII, each covenant of this Deed shall be deemed to be in gross and 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 (Parcel F5-1, F5-2 and F5-3)
Exhibit B	Property Survey Map
Exhibit C -1	Notice of Hazardous Substances Stored
Exhibit C- 2	Notice of Hazardous Waste Stored
Exhibit C -3	Notice of Hazardous Substances Stored/Released/Disposed of
Exhibit D	Environmental Restriction Map

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

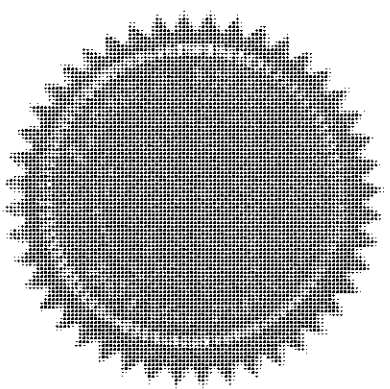
THE UNITED STATES OF AMERICA

By: _____
JEFFREY DOMM
Deputy Director
Air Force Real Property Agency

Witness:

COMMONWEALTH OF VIRGINIA):
) SS.
COUNTY OF ARLINGTON):

On the 25th day of October, in the year 2007, before me personally came Jeffrey Domm, to me known, who, being by me duly sworn, did depose and say that he resides at 1700 North Moore Street, in the city of Arlington, county of Arlington, State of Virginia; that he is the Deputy Director duly appointed of the Air Force Real Property Agency described in and which executed the above instrument, and that he signed his name thereto by authority of the Secretary of the Air Force.



Notary Public, Commonwealth of Virginia

My commission expires on 9/30/2009.
Notary Registration # 364704

KARIN A. FRANCIS
Notary Public
Commonwealth of Virginia
My Commission Exps. Sept. 30, 2009

ACCEPTANCE

The Grantee acknowledges delivery of this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE: _____, 2007

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____
~~Robert R. Calli~~ DAVID C. GROW
~~Ch~~airman

Attest:

_____, Notary Public

EXHIBIT A

ALL THOSE TRACTS, PIECES OR PARCELS OF LAND situate in the City of Rome, County of Oneida and State of New York, as shown on a map entitled "Property Map Showing a Portion of Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel F5), City of Rome, County of Oneida, State of New York", made by Michael P. Waters, P.L.S. No. 50027, dated September 12, 2007; which said tracts, pieces or parcels of land are more particularly described as follows:

Parcel F5-1

Beginning at a capped iron rod found on the proposed southerly street boundary of Brooks Road, said capped iron rod found stamped "DFAS-8".

thence through the lands of The United States of America (reputed owner) the following four (4) courses and distances:

1. South 01° 30' 57" East , 280.83 feet to a point;
2. South 88° 21' 44" West, 176.01 feet to a point;
3. South 01° 38' 16" East, 258.87 feet to a point;
4. South 88° 23' 06" West, 233.37 feet to its intersection with the proposed easterly street boundary of March Street;

thence North 01° 41' 36" West along said proposed easterly street boundary of March Street 390.49 feet to a point on said proposed easterly street boundary of March Street;

thence through the lands of The United States of America (reputed owner) the following two (2) courses and distances:

1. North 88° 21' 44" East, 235.42 feet;
2. North 01° 30' 57" West, 149.24 feet to its intersection with the aforementioned proposed southerly street boundary of Brooks Road;

thence North 88° 24' 10" East along said proposed southerly street boundary of Brooks Road 174.62 feet to the place of beginning, being 140,430.7.1± square feet or 3.224 acres, more or less.

Parcel F5-2

Beginning at a capped iron rod found on the proposed southerly street boundary of Hangar Road, said capped iron rod found stamped "N-3".

thence South 01° 38' 34" East through the lands of The United States of America (reputed owner) 777.18 feet to its intersection with the proposed northerly street boundary of Brooks

Road;

thence South 88° 24' 10" West along said proposed northerly street boundary of Brooks Road 66.00 feet to its intersection with the division line between the herein described parcel on the east and the lands of Oneida County Industrial Development Agency (reputed owner) on the west,

thence North 01° 38' 34" West along said division line 877.15 feet to its intersection with the proposed northerly street boundary of Hangar Road;

thence North 88° 21' 56" East along said proposed northerly street boundary of Hangar Road 584.64 feet to a point;

thence South 01° 28' 41" East through the lands of The United States of America (reputed owner) 100.00 feet to its intersection with the aforementioned proposed southerly street boundary of Hangar Road;

thence South 88° 21' 56" West along said proposed southerly street boundary of Hangar Road 518.35 feet to the place of beginning, being 109,748.0± square feet or 2.519 acres, more or less.

Parcel F5-3

Beginning at a capped iron rod found on the proposed southerly street boundary of Hangar Road, said capped iron rod found stamped "AFRL-26".

thence South 88° 21' 56" West along said proposed southerly street boundary of Hangar Road 524.25 feet to a point;

thence North 01° 28' 41" West through the lands of The United States of America (reputed owner) 100.00 feet its intersection with the proposed northerly street boundary of Hangar Road;

thence North 88° 21' 56" East along said proposed northerly street boundary of Hangar Road 819.90 feet to its intersection with the division line between the herein described parcel on the west and the lands of Oneida County Industrial Development Agency (reputed owner) on the east;

thence South 01° 27' 46" East along said division line 606.11 feet to its intersection with the division line between the herein described parcel on the north and the lands of Oneida County Industrial Development Agency (reputed owner) on the south;

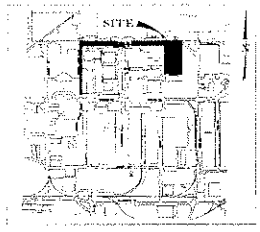
thence South 88° 41' 03" West along said division line 295.62 feet to its intersection with the division line between the herein described parcel on the east and the lands designated as 'AFRL - Rome Research Site - Parcel No. 3' on the west;

thence North 01° 27' 46" West along said division line 504.46 feet to the place of beginning, being 231,362.3 ± square feet or 5.311 acres, more or less.

EXHIBIT B

Exhibit B consists of a survey map entitled "Property Map Showing a Portion of Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel F5), City of Rome, County of Oneida, State of New York" made by Michael P. Waters, PLS #50027, dated September 12, 2007, and filed in the Oneida County Clerk's Office concurrently herewith.

A reduced-sized copy of the aforesaid survey map is annexed hereto as Exhibit B-1.



LOCATION PLAN
NOT TO SCALE

LEGEND

Property Line
Corner Iron Pin Found
Point of Beginning

Parcel F5-1
40,430± sq.ft.
or
0.928± acres

Parcel F5-2
Acquired 1 sq.ft.
or
7.519 acres

Parcel F5-3
231,262.5± sq.ft.
or
5.310± acres

Parcel F5-1
POINT OF BEGINNING

Parcel F5-2
POINT OF BEGINNING

Parcel F5-3
POINT OF BEGINNING

Brooks Road

Marvin Street

Flagpole Street Boulevard

Clingan Street Boulevard

Hangar Road

Airways Blvd

Parcel F5-3
231,262.5± sq.ft.
or
5.310± acres

100' 0 100' 200'

CERTIFY TO:
AIR FORCE REAL PROPERTY AGENCY
ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
GRIFFISS LOCAL DEVELOPMENT CORPORATION

I do hereby certify that this is an accurate map/plat from an actual field survey

6/27/08
Date

Certifications on this boundary survey map signify that the map was prepared in accordance with the existing Code of Practice for Land Surveyors adopted by the New York State Association of Professional Land Surveyors, Inc.

The certification on this boundary survey map is limited to persons for whom the boundary survey map is prepared, to the title company, to the governmental agency, and to the lending institution LISTED hereon.

This certification is NOT transferable

GRIFFISS Business & Technology Park

PROPERTY MAP
SHOWING A PORTION OF LANDS TO BE CONVEYED TO
ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
CITY OF ROME (Parcel F5) COUNTY OF ONEIDA STATE OF NEW YORK

WATERS LAND SURVEYING
1300 Erie Blvd. East
Syracuse, NY 13210
315.474.9759

Drawn By:
Scale: 1"=100'
6/12/07
Job #:
Sheet #:
F5

© 2007 WATERS LAND SURVEYING All Rights Reserved

Welcome
The City of Utopia, the County of Somerset, the Somerset County Industrial Development Agency (Parcel F-1), City of Rome, County of Oneida, State of New York (collectively, the "Municipalities") and Wilmot Properties, Inc. (collectively, the "Developer") are pleased to welcome [illegible]

Survey Guidelines Apply

TRUE COPIES SIGNED AND STAMPED IN RED

Exhibit C-1

Former Griffiss AFB
FINDING OF SUITABILITY TO TRANSFER (FOST)
PARCEL F5

NOTICE OF HAZARDOUS SUBSTANCES STORED

The table below provides information from the Basewide EBS and shall serve as a notice of hazardous substances that were stored for one year or more within the Parcel F5 property on the former Griffiss Air Force Base. The Basewide EBS lists the quantities of each substance, what products these substances were constituents of, and the dates these products were stored.

Building Number	Substance Stored	Regulatory Synonym(s)	CAS Registry Number	Dates Stored	Quantity (kg/year)
305	Ammonia		7664-41-7	1983-85	2,498
	Ethylenediaminetetraacetic Acid		60-00-4	1983-85	2,498
	Sodium Hydroxide		1310-73-2	1983-85	2,498
	Sodium Nitrite		7632-00-0	1983-85	2,498

Exhibit C-2

Former Griffiss AFB
FINDING OF SUITABILITY TO TRANSFER (FOST)
PARCEL F5

NOTICE OF HAZARDOUS WASTE STORED

The table below provides information from the Basewide EBS and shall serve as a notice of hazardous wastes that were stored (90 day maximum) for a period of one year or more within the Parcel F5 property on the former Griffiss Air Force Base. The Basewide EBS lists the quantities of each waste, and the dates these wastes were stored.

Building Number	Waste Stored	Regulatory Waste Number	Year	Quantity (lbs.)
112	Nickel-Cadmium Batteries	D006	1988	50
	Lead Acid Batteries	D008	1990	414
	Mercury Batteries	D009	1989-90	18
	Silver Oxide Batteries	D006	1989-90	2
305	Paint Waste	D001	1993	49
	Thinner/Paints	D001	1989-1992	3,780
	Waste Antifreeze	D002	1989-90	6,259
	Nickel-Cadmium Batteries	D006	1991	250
	Antifreeze Lead	D008	1991-93	23,895
	Paint/Thinner	F005	1993	185

Exhibit C-3

Former Griffiss AFB
FINDING OF SUITABILITY TO TRANSFER (FOST)
PARCEL F5

NOTICE OF HAZARDOUS SUBSTANCES RELEASED/DISPOSED OF

The table below provides information from the Basewide EBS and shall serve as a notice of hazardous substances that are known to have been released/disposed of on the Parcel F5 property on the former Griffiss Air Force Base, and the dates the release took place. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. § 9620(h).

Facility 112 Exterior (Equipment Research Laboratory)

Substance	CAS Registry Number	Quantity kg/pounds	Date	Hazardous Waste ID Number (if applicable)	Response	Remarks
PCB contaminated soils	N/A	Unknown	Unknown	B007, UN3077	Site remediation work complete under JREZ97-7006	ROD signed on 9/27/01

Facility 101, Yellow Submarine, Drainage Pit and Battery Acid Disposal Pit (adjacent property)

Substance	CAS Registry Number	Quantity kg/pounds	Date	Hazardous Waste ID Number (if applicable)	Response	Remarks
Chlorinated solvents in groundwater	N/A	Unknown	Unknown	Unknown	Under investigation	On-Base groundwater AOC

GRI-EDC-2000-001-D-9
Parcel F-6A
Oneida County Industrial Development Agency

55.58 Acres

COPY

QUITCLAIM DEED

I. PARTIES

THIS DEED is made and entered into this 13th day of May, 2002, by and between THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder (the "Grantor"), and ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY ("OCIDA"), an instrumentality and public benefit corporation of the State of New York (the "Grantee"). (Unless the context otherwise specifically provides, when used in this Deed, "Grantor" includes the assigns of the Grantor and "Air Force" includes any successor entity to the Department of the Air Force or any successor to the Secretary of the Air Force, and "Grantee" includes the successors and assigns of the Grantee.)

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, THAT in consideration of the sum of Ten Dollars ($10.00), receipt of which is hereby acknowledged, the Grantor, whose street address is in care of Air Force Base Conversion Agency, 1700 North Moore Street, Suite 2300, Arlington, Virginia 22209, hereby quitclaims to the Grantee, whose post office address is 153 Brooks Road, Rome, New York 13441-4105, all the real property situated in the City of Rome, County of Oneida, and State of New York, more specifically described as follows and depicted on Exhibit A-1:

MAP Rou 1835

All that tract, piece, or parcel of land situated in the City of Rome, County of Oneida and State of New York depicted on the Map entitled "Property Map Showing a portion of Lands to be conveyed to the Oneida County Industrial Development Agency" (Parcel F6A), prepared by Michael P. Waters, P.L.S. No. 50027, and dated February 10, 2002, as revised November, 2002, such parcel being more particularly described as Parcel F6A on Exhibit A-3.

Containing Facilities 301, 311, 321, 329, 334, demolished 337, and 6099 (tennis court).

III. APPURTENANCES

TOGETHER WITH all the buildings and improvements erected thereon, except monitoring wells, pumping 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).

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 licenses.

RECEIVED
2003 DEC 23 PM 4:25
ONEIDA COUNTY CLERK'S OFFICE
UTICA, N.Y.

RECEIVED
DEC 23 2002
Rome Assessor's Office

2003-001612
01/22/2003 02:54PM
Page: 1 of 14
Richard D. Allen, Oneida County Clerk D

IV. EXCEPTIONS

ALSO 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 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 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.

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

D. AND FURTHER RESERVING UNTO THE GRANTOR the beneficial use and occupancy of the office space, associated personal property, and parking at no rent on the date of this Deed at Facility 301 on the Property, and with access and connection to required utilities and services, until no longer needed by the Grantor for its base closure mission, provided that if the Grantee enters into a contract with a user for such space or a purchaser of the Facility, it will, at the expense of the Grantor and upon at least 60 days' prior written notice to the Grantor, relocate the Grantor to office space of similar size and quality, along with associated personal property and parking, at no rent, on the former Griffiss Air Force Base, and with access and connection to all required utilities and services; and also provided that if relocation(s) is/are necessary after the first relocation due to a contract with a user for the then occupied space or a purchaser of the facility in which the space is located, the Grantee will, at its own expense and upon at least 60 days' prior written notice to the Grantor, relocate the Grantor to office space of similar size and quality, along with associated personal property and parking, at no rent, on the former Griffiss Air Force Base, and with access and connection to all required utilities and services.

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. 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).

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.

IX. MISCELLANEOUS

Each covenant of this Deed shall be deemed to touch and concern the land and shall run with the land.

X. LIST OF EXHIBITS

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

A. Exhibit A - 1 Survey Map
B. Exhibit A - 2 Environmental Site Map
C. Exhibit A - 3 Legal Description of Parcel F6A
D. Exhibit B - Hazardous Substances Stored

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

THE UNITED STATES OF AMERICA

By: Joyce K. Frank
JOYCE K. FRANK
Deputy Director
Air Force Base Conversion Agency

Witness:
Vincent P. McKnight

COMMONWEALTH OF VIRGINIA):
) SS.:
COUNTY OF ARLINGTON)

On this 13th day of May, 2002, before me, Sonia M. Soto, the undersigned Notary Public, personally appeared JOYCE K. FRANK, personally known to me to be the person whose name is subscribed to the foregoing Deed, and personally known to me to be the Deputy Director, Air Force Base Conversion Agency, and acknowledged that the same was the act and deed of the Secretary of the Air Force and that she executed the same as the act of the Secretary of the Air Force

In witness whereof, I hereunto set my hand and official seal.

Sonia M. Soto
Notary Public

My commission expires on: March 31, 2004

(seal)

The Grantee acknowledges delivery of this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE: December 13, 2002

(Grantee)

By: _____

Attest: _____

This instrument was prepared by:

(name of base attorney)
Air Force Base Conversion Agency
1700 North Moore Street, Suite 2300
Arlington, VA 22209-2282

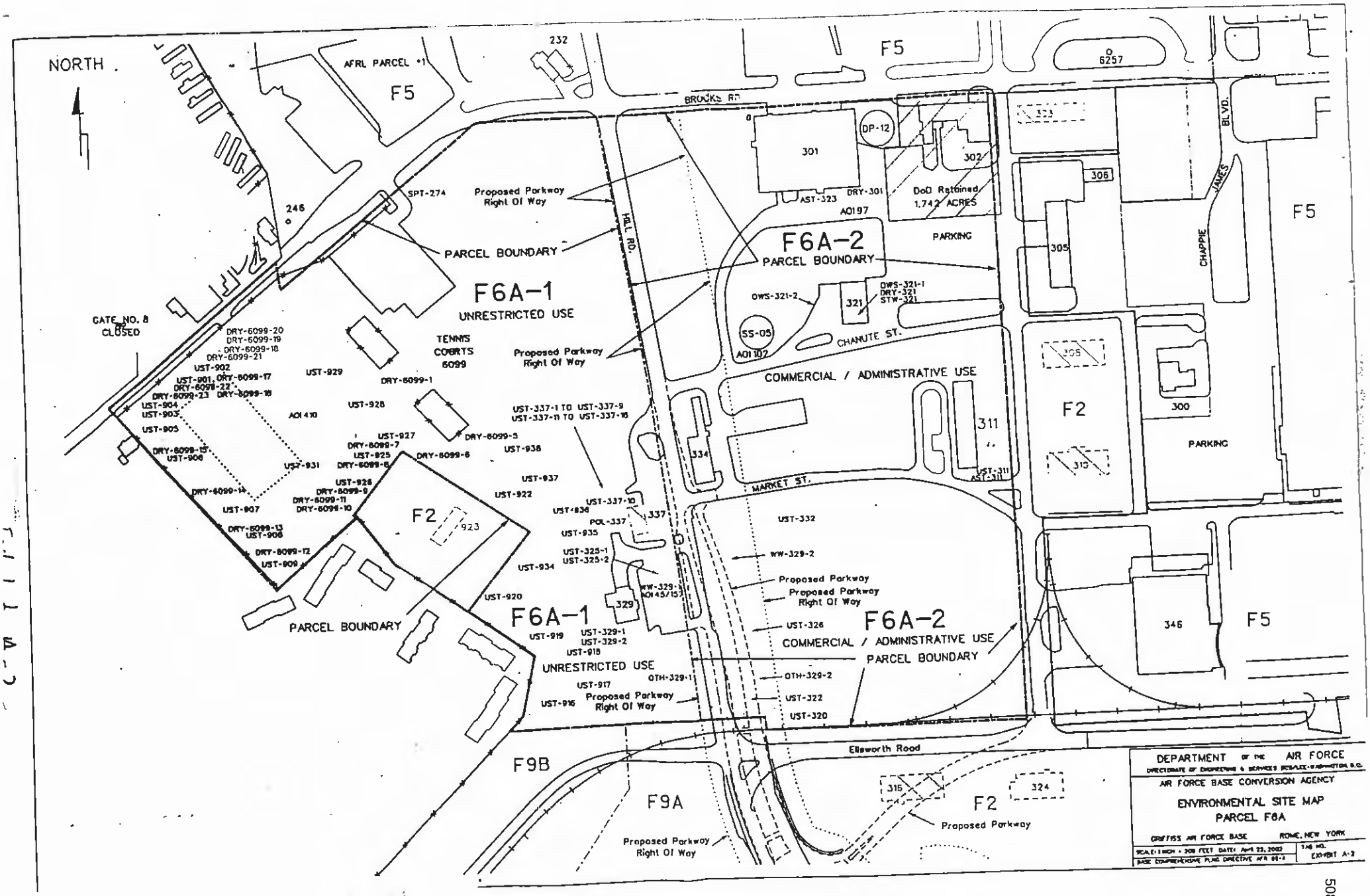
The mailing address of the Grantee is:

The Grantee certifies that this transaction is exempt from Documentary Stamps.

(for the Grantee)

EXHIBIT A-1

Exhibit A-1 consists of a survey map entitled "Property Map Showing a Portion of Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel F6A), City of Rome, County of Oneida, State of New York" made by Michael P. Waters, P.L.S. No. 50027, dated February 10, 2002 and revised November, 2002, which survey map is being filed in the Oneida County Clerk's Office concurrently herewith.


NORTH
AFRL PARCEL #1
F5
232
BROOKS RD.
6257
F6A-1
UNRESTRICTED USE
F6A-2
PARCEL BOUNDARY
COMMERCIAL / ADMINISTRATIVE USE
PARKING
DoD Retained
1,742 ACRES
Proposed Parkway
Right Of Way
HILL RD.
CHANUTE ST.
MARKET ST.
JAMES
CHAPPIE BLVD.
GATE NO. 8
CLOSED
TENNIS
COURTS
6099
F2
F9B
F9A
Ellsworth Road
DEPARTMENT OF THE AIR FORCE
AIR FORCE BASE CONVERSION AGENCY
ENVIRONMENTAL SITE MAP
PARCEL F6A
GRIFFISS AIR FORCE BASE
ROME, NEW YORK

508

EXHIBIT A-3
(Legal Description of Parcel F6A)

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida, and State of New York shown as "Parcel F6A" on a map entitled "Property Map Showing a Portion of Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel F6A), City of Rome, County of Oneida, State of New York" made by Michael P. Waters, P.L.S. No. 50027, dated February 10, 2002 and revised November, 2002, which said tract, piece or parcel of land is more particularly described as follows:

Beginning at a capped iron rod found stamped "AFRL-21", located on the west side of March Street;

thence through the lands of The United States of America (reputed owner) the following three (3) courses and distances;

1. South 01° 41' 33" East, 1,253.93 feet to a point;
2. South 89° 02' 52" West, 987.09 feet to a point;
3. North 79° 09' 24" West, 263.33 feet to its intersection with the division line between the herein described parcel on the east and lands known as "Park Drive Manor II" on the west;

thence along said division line the following five (5) courses and distances;

1. North 42° 56' 08" East, 13.60 feet to a point;
2. North 13° 01' 10" East, 147.45 feet to a point;
3. North 53° 35' 04" West, 401.80 feet to a point;
4. North 34° 21' 57" West, 153.65 feet to a point;
5. South 46° 51' 43" West, 267.20 feet to a point to its intersection with the division line between the herein described parcel on the east and the lands of Charles A. Kaplan (reputed owner) on the west;

thence North 39° 50' 32" West along the last mentioned division line and continuing along the division line between the herein described parcel on the east and the lands of Fred Watts (reputed owner) on the west 615.20 feet to its intersection with the centerline of Floyd Avenue;

thence North 50° 09' 48" East along said centerline 557.20 feet to a point;

thence through the lands of The United States of America (reputed owner) the following three (3) courses and distances;

1. South 40° 56' 49" East, 48.45 feet to a point;
2. North 50° 26' 00" East, 553.27 feet to a point;
3. North 88° 24' 10" East, 1,039.45 feet to its intersection with the division line between the herein described parcel on the west and lands known as "AFRL Parcel No. 2" on the east;

thence along said division line the following three (3) courses and distances;

1. South 01° 41' 33" East, 119.36 feet to a point;
2. South 88° 18' 27" West, 38.48 feet to a point;
3. South 01° 41' 33" East, 179.14 feet to its intersection with the division line between the herein described parcel on the south and the aforementioned lands known as "AFRL Parcel No. 2" on the north;

thence North 88° 18' 27" East along said division line 269.73 feet to the place of beginning, being 2,493,032.9± square feet or 57.232 acres, more or less.

EXCEPTING AND RESERVING THEREFROM all that tract, piece or parcel of land shown as "Parcel F2B" on the aforementioned map, which tract, piece or parcel of land is more particularly described as follows:

Beginning at a point on the easterly side of Central Ave at its intersection with the division line between the herein described parcel on the northeast and lands known as "Park Drive Manor II" on the west;

Thence along said division line the following two (2) courses and distances:

1. North 53° 35' 04" West, 199.89 feet to a point;
2. North 34° 21' 57" West, 154.06 feet to a point;

Thence through the lands of The United States of America (now or formerly) the following three (3) courses and distances:

1. North 36° 41' 38" East, 190.99 feet to a point;
2. South 53° 18' 22" East, 347.66 feet to a point;
3. South 37° 10' 53" West 240.04 feet to the place of beginning, being 79,797.2± square feet or 1.831 acres, more or less.

Exhibit B

Parcel F6A
NOTICE OF HAZARDOUS WASTE STORED

Notice is hereby provided that the information set out below from the Basewide EBS and its Supplement provide notice of hazardous wastes and their respective quantities that are known to have been stored (90 day maximum) within the F6A Parcel, Griffiss Air Force Base, and the dates that the storage took place. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. § 9620(h).

Building Number	Waste Stored	Regulatory Waste Number	Year	Quantity (lbs.)
321	PCB Oil (>50<500ppm)	B001	1990	1,607
	PCB Oil (>500 ppm)	B003	1991-92	9,513
	PCB Transformers (>50<500 ppm)	B004	1989-93	756,396
	PCB Capacitors (>500 ppm)	B005	1988	10,200
	PCB Transformers (>500 ppm)	B006	1988-92	62,033
	PCB Debris (>50<500 ppm)	B007	1988-93	4,345
	Neutralized Sulfuric Acid/Lead	D008	1989	835
	Spill Resistant Hydraulic Oil	D001	1990	394

GRI-EDC-2000-001-D-27
Parcels F6b1, F6b2, F6b3, F6b4, F6b5
Oneida County Industrial Development Agency

COPY

After recordation please send a copy of recorded deed to:
AFCEC/CIB
2261 Hughes Avenue, Ste 121
Lackland AFB, TX 78236-9821

2013538095 Clerk: PF

2013-013962
08/16/2013 03:45:17 PM
DEED
47 Pages
Sandra J. DePerno, Oneida County Clerk

QUITCLAIM DEED

I. PARTIES

THIS QUITCLAIM DEED is made and entered into Dec 12, 2012, (the "Effective Date") by and between **THE UNITED STATES OF AMERICA,** acting by and through the Secretary of the Air Force (the "Grantor"), under and pursuant to the powers and authority contained in the Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder, and the **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY,** an instrumentality and public benefit corporation created under the laws of the State of New York (the "Grantee"). Unless the context otherwise specifically states, when used in this Deed, "Grantor" includes the assigns of the Grantor and "Grantee" includes the successors and assigns of the Grantee.

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) in hand paid by the Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, has remised, released, and deeded, and by these presents does remise, release, and quitclaim unto the Grantee, whose address for notice is 584 Phoenix Drive, Rome, NY 13441, all the right, title, interest, claim, and demand that the Grantor has in and to the real property, situated, lying, and being in the City of Rome, County of Oneida, and State of New York, known as Parcels F6B-1, F6B-2, F6B-3, F6b-4, and F6B-5, consisting of approximately 28.761 acres of land, more or less, more particularly described in the legal description attached hereto and made a part hereof as **Exhibit A** and depicted on the map attached hereto and made a part hereof as **Exhibit B**.

III. APPURTENANCES

TOGETHER WITH all the buildings and improvements erected thereon (except for monitoring wells, treatment wells, and treatment facilities and related piping, if any), and all and singular the tenements, hereditaments, appurtenances, and improvements hereunto belonging, or in any wise appertaining thereto (together with the real property described, on **Exhibit A**, the "Property").

IV. EXCEPTIONS

None

V. RESERVATIONS

None, except as shown in Section VII below.

VI. CONDITION

A. The Grantee shall accept the 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 shall accept the Property "as is, where is" without any representation, promise, agreement, or warranty, whether express or implied (other than that contained in this Deed), on the part of the Grantor or regarding the making of any alternations improvements, repairs or additions. The Grantor shall have no liability for any latent or patent defects in the Property, except to the extent provided in this Deed, applicable federal law or state law for which Grantor has expressly waived its sovereign immunity,

VII. **NOTICE, DESCRIPTION, ASSURANCES, ACCESS RIGHTS, AND COVENANTS FOR SECTION 120(h) (3) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILTY ACT ("CERCLA") (42 U.S.C. § 9620(h)(3)):**

Consistent with Section 120(h)(3)(A) of CERCLA (42 U.S.C. § 9620(h)(3)(A)), Grantor provides the notices and covenants and retains the access rights stated below:

A. Notice pursuant to Section 120(h)(3)(A)(i)(I) and (II) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)).

Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of CERCLA (42 U.S.C. § 9620(h)(3) (A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of on the Property (as defined in Section 120(h)), is provided in **Exhibit C** and **Exhibit D**.

B. Covenant pursuant to Section 120h(3)(A)(ii) and (B) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)).

The Grantor warrants that:

1. All remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to Section 120(h)(3)(A)(i)(I) of CERCLA remaining on the Property has been taken before the date of this Deed; and

2. Any additional remedial action found to be necessary after the date of this Deed and required by Section 120(h) of CERCLA shall be conducted by the Grantor.

C. Description of Remedial Action taken, if any, pursuant to Section 120(h)(3)(A)(i)(III) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(i)(iii).

A description of the remedial action taken, if any, on the Property is provided in **Exhibit D.**

D. Access Rights pursuant to Section 120(h)(3)(A)(iii) of CERCLA (42 U.S.C. §9620(h)(3)(A)(iii)).

1. The Grantor retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which a response action is found to be necessary on the part of the Grantor, without regard to whether such response action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test pitting, installing monitoring or pumping wells or other treatment facilities, response action or any other action necessary for the Grantor to comply with its obligations in this Deed. Such easement and right of access shall be binding on the Grantee and shall run with the land.

2. In exercising such easement and right of access, the Grantor shall provide the Grantee, with reasonable notice of its intent to enter upon the Property and exercise its rights under this Deed, which notice may be severely curtailed or even eliminated in emergency situations. The Grantor shall use reasonable means to avoid and to minimize interference with the Grantee's quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored by the Grantor. 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 Grantor. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee for the exercise of the easement and right of access hereby retained and reserved by the Grantor.

3. In exercising such easement and right of access, the Grantee shall not have any claim at law or equity against the Grantor or any officer or employee of the Grantor based on

actions taken by the Grantor or its officers, employees, agents contractors of any tier, or servants pursuant to and in accordance with this Deed: provided, however, that nothing in this subparagraph shall be considered as a waiver by the Grantee of any remedy available to it under the Federal Tort Claims Act.

E. Environmental Restrictive Covenants and Notices.

1. The following environmental restrictive covenants are being created to protect human health and the environment against residual contaminant(s) as a component of the remedial action taken in Section VII.C.

a. Land Use Restriction. The portions of the Property in SS-33 Proposed Coal Storage Yard partially located in Parcel F6b-3, DRMO west (OTH-5246) located in Parcel F6b-2, AOI-66 Coal Storage Pad located in Parcel F6b-3, SS-17 Lot 69 Former Hazardous Waste Storage Yard located in Parcel F6b-4, and SS-60 Buildings 35 and 36 located in Parcel F6b-5 as described and depicted in **Exhibit E** shall not be used for residential housing, elementary, and secondary schools, childcare facilities or playgrounds without prior written approval from the Air Force, the United States Environmental Protection Agency ("USEPA") Region 2 and the New York Department of Environmental Conservation ("NYSDEC").

b. Groundwater Use Restriction. No water from the subsurface aquifer within the boundaries of the portions of the Property in SS-33 Proposed Coal Storage Yard, DRMO west (OTH-5246), AOI-66 Coal Storage Pad, and SS-60 Buildings 35 and 36 as described and depicted in **Exhibit E** shall be extracted, utilized or consumed without prior written approval of the New York State Department of Health.

c. Construction/Digging Restrictions. The Grantee shall provide written notice to the Air Force prior to any digging activities within the portions of the Property in SS-33 Proposed Coal Storage Yard, DRMO west (OTH-5246), AOI-66 Coal Storage Pad, and SS-60 Buildings 35 and 35 as described and depicted on **Exhibit E**. All workers performing digging within such sites shall be required to restrict the relocation of contaminated soils greater than 1 foot bgs from outside the boundary of such sites and to cover stockpiled soil. When such soil is returned to the ground, it must be covered with a minimum of 12-inches of clean soil.

F. 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 Region 2. In the event the request of the Grantee for modification or release is approved by the Air Force, USEPA Region 2 and NYSDEC, the Grantor shall modify or release the covenant (the "Covenant Release") All costs associated with the Covenant Release shall be the sole responsibility of the Grantee, without any cost whatsoever to the Grantor. The Grantor shall deliver the Covenant Release to the Grantee in recordable form.

2. In the event that the environmental restrictive covenants contained in this section are no longer necessary, the Grantor shall record a document modifying or removing such covenants.

VIII. RELATED COVENANTS

A. Limitation on Warranty. The warranty set forth in subparagraph VII.B.2 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 Effective Date of this Deed. The obligation of the Grantor under such warranty does not extend to response actions required as a result of the Grantee's failure to comply with, or the Grantee's acts or omissions resulting in responsibility or liability under, this Deed or applicable laws.

B. Notice of Contaminants. If the Grantee encounters what it believes to be a hazardous substance or hazardous waste during development activities on the Property, the Grantee shall immediately cease such activities in the affected area and implement controls for the exposed hazardous substance or hazardous waste to minimize the potential airborne release or migration of or exposure to such substance and promptly notify the Grantor. The Grantor shall promptly inspect the discovered substance and determine if a response or other mitigation is warranted by Grantor under CERCLA or other applicable federal laws. If such substance warrants a response or mitigation that is the responsibility of the Grantor under this Deed, then the Grantor shall take such actions. The Grantee shall not resume development activities in the affected area until it receives written notice that it may do so from the Grantor.

C. State Access to Property. The right of access reserved to the Grantor in Section VII.D may be exercised by agencies of the United States, including their respective officers, agents, employees, contractors and subcontractors. This same right of access is also hereby non-exclusively assigned to NYDEC, USEPA Region 2, and their respective officers, agents, employees, contractors and subcontractors. Notice also is hereby given that the USEPA Region 2, the Air Force, and NYDEC have entered into a Federal Facility Agreement ("FFA") and that pursuant to the FFA, the Air Force has a continuing duty to, and will extend to agencies of New York, as necessary, the right to use the access reserved in Section VII.D above, consistent with the FFA and Installation Restoration Program of the Grantor.

IX. COVENANTS AND NOTICES

A. Asbestos-Containing Materials (ACM). The Property may contain current and former improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain ACM. The Grantee shall comply, with all federal, state, and local laws relating to ACM. The Grantee shall use due care during Property development activities that may uncover pipelines or other buried ACM. The Grantee shall notify the Grantor promptly of any potentially friable ACM that constitutes a release (or potential release) under CERCLA (42 U.S.C. § 9601 et seq.). The Grantor's responsibility under this Deed for friable ACM is limited to friable ACM in demolition debris associated with past Grantor activities and is limited to the actions, if any, to be taken in accordance with the covenant contained in this paragraph. The Grantor will not be responsible for removing or responding to ACM in or on utility pipelines.

The Grantor shall have no liability for property damage or, 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 which occurs after the date of this Deed and causes or leads to contact of any kind whatsoever with ACM on the Property.

B. Lead-Based Paint (LBP) Materials and Debris

1. LBP was commonly used prior to 1978 and may be located on the Property. The Grantee shall exercise caution during any use of the Property that may result in exposure to LBP.

2. The Grantee shall be solely responsible for managing LBP, including LBP in soils, in accordance with all applicable federal, state, and local laws and regulations. The Grantor shall have no liability for property damage or 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 which occurs after the date of this Deed involving LBP on the Property. The Grantee shall notify the Grantor promptly of any discovery of LBP in soils that appears to be the result of past Grantor activities and that is found at concentrations that may require remediation. The Grantor hereby reserves the right, in its sole discretion, to undertake an investigation and conduct any remedial action for which it is responsible under federal law that it determines is necessary.

C. Above Ground Storage Tanks (ASTs) and Underground Storage Tanks (USTs). There were nine (9) ASTs located on the Property. Of the nine (9) ASTS, six (6) were removed two (2) remain active and one (1) is empty, as indicated on **Exhibit F**. There were twelve (12) USTs located on the Property. Of the twelve (12) USTs, eight (8) were removed, three (3) remain on the Property, but are empty, and one (1) remains active on the Property. As of the Effective Date of this Deed, the Grantee shall be solely responsible for the USTs and ASTs on the Property and shall comply with all applicable federal, state and local laws relating to them.

D. Oil Water Separators (OWSs). There were seven (7) OWS sites on the Property as depicted on **Exhibit G**. Of the seven (7) OWSs, six (6) were removed and one (1) (OWS-043-02 South of Building 43 Pump island) was left in place. As of the Effective Date of this Deed, the Grantee shall be solely responsible for the OWS on the Property.

E. Wastewater Systems. The buildings on the Property are connected to a public owned sanitary sewer system. The Grantee shall be responsible for submitting any required applications for discharges to the sanitary sewer system and for meeting all applicable discharge permit standards. There were five (5) grease traps on the Property; four (4) were removed, and one (1) remains operational. One (1) septic tank system depicted on **Exhibit H** has been removed. Grantee shall be solely responsible for the grease trap on the Property.

F. Solid Waste. At the former Griffiss AFB, solid wastes, to include municipal solid waste, are transported and disposed offsite at a permitted disposal facility. The Grantee shall

secure all future disposal services and comply with all federal, state, and local laws relating to solid waste disposal.

G. Military Munitions: Unexploded Ordnance (UXO), Discarded Military Munitions (DMM), Waste Military Munitions (WMM), Explosive Soils, Explosive Debris, and/or Munitions Constituents (MC). The risk associated with the possible presence of unexploded ordnance remaining on the Property has been investigated by the United States Army Corps of Engineers (USACE/Huntsville) and documented in the Archives Search Report – Recommendations and Findings (ASR), dated November 1997. Eleven (11) former munitions related sites at the former Griffiss AFB, NY were identified for further investigation as a result of the ASR. None of these 11 sites are located on the Property. The Air Force conducted clearing operations on the 11 sites in the summer of 1998 and the results were documented in a final report dated October 30, 1998. While not likely, it is possible that UXO, DMM, WMM, explosive soils, explosive debris and/or MC, not previously identified in the ASR may be present on the Property. The Grantee shall use care when performing ground-disturbing activities on the Property. Should any UXO, DMM, WMM, explosive soils, explosive debris or MC be discovered on the Property, the Grantee shall immediately cease work and notify the Grantor whereupon the Grantor promptly shall remove and properly dispose of such ordnance or ordnance-related material, at no expense to Grantee, provided such removal is expressly required by applicable federal laws or applicable state laws for which the Grantor has expressly waived its sovereign immunity.

H. Hazards to Air Navigation. Consistent with the Federal Aviation Act of 1958, any construction on, or alteration of, the Property must comply with 14 C.F.R.§77, "Safe, Efficient Use, and Preservation of the Navigable Airspace."

I. Non-Discrimination. The Grantee shall not discriminate on 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 requirement 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.

J. Pesticides. Registered pesticides have been applied to the Property and may continue to be present thereon. Where a pesticide was applied by the Grantor or at the Grantor's direction, to the best of the Grantor's knowledge, the pesticide was applied in accordance with its intended purpose and consistent with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA – 7 U.S.C. §136, et. seq.) and other applicable laws. If the acts or omissions of the Grantee cause a release of any such pesticide, the Grantee assumes all resulting responsibility and liability therefor as may be required under applicable law.

X. NOTICE ADDRESS:

Any notice required or permitted to be given to the Air Force pursuant to this Deed shall be given or served by personal delivery or by mailing the same by certified mail, postage prepaid, return receipt requested, addressed as follows:

Department of the Air Force
Deputy Assistant Secretary of the Air Force
(Installations)
1665 Air Force Pentagon
Washington, D.C. 20330-1665

With copies to:

Department of the Air Force
Attn: Chief Counsel, San Antonio Office of the
Deputy General Counsel (Environment & Installations)
Office of the Air Force General Counsel

Mailing Address:

2261 Hughes Ave., Suite 121
Lackland AFB, TX 78236-9821

Delivery Address:

3515 S. Gen McMullen, Door 2
San Antonio, TX 78226-1858

Department of the Air Force
Attn: Division Chief, AFCEC/CIB

Mailing Address:

2261 Hughes Ave., Suite 121
Lackland AFB, TX 78236-9821

Delivery Address:

3515 S. Gen McMullen, Door 2
San Antonio, TX 78226-1858

Or to such other address or addresses as the Grantor may from time to time designate in the Real Property Records of Oneida County, New York.

XI. BINDING EFFECT AND BENEFIT

Each covenant of this Deed shall be deemed to touch and concern the land; and shall run with the land.

XII. EXHIBITS

The following exhibits are attached to and made a part of this Deed by this reference:

Exhibit A - Legal Description
Exhibit B - Survey Map
Exhibit C- Notice of Hazardous Substances Stored
Exhibit D- Notice of Hazardous Substances Released/Disposed of
Exhibit E - Map of Environmental Sites / Restricted Areas
Exhibit F- UST/AST Table
Exhibit G- OWS Table
Exhibit H- Wastewater System Table

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

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force

By: _____
STEPHEN G. TERMAATH
Chief, BRAC Program Management Division
Installations Center of Excellence
Air Force Civil Engineer Center

Witness:
_____

STATE OF TEXAS)
)
COUNTY OF BEXAR)

This document was acknowledged before me this 11TH day of DECEMBER, 2012 by STEPHEN G. TERMAATH, Chief BRAC Program Management Division, Installations Center of Excellence, Air Force Civil Engineer Center.

KARIN M RITZMAN
NOTARY PUBLIC
State of Texas
Comm. Exp. 09/08/2016

_____
Notary Public, State of Texas

(seal)

My Commission Expires: 9-8-2016

RECEIVED
AUG 16 2013
Rome Assessor's Office

RECEIVED
2013 AUG 16 AM 11:03
CITY CLERK'S OFFICE
ROME, NY

ACCEPTANCE

The Grantee hereby accepts this Deed effective the day and year first above written and agrees to be bound by all its terms and provisions, covenants, conditions, restrictions, and reservations contained in it.

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY,

By: _____
DAVID C. GROW
Chairman

Attest:
_____

STATE OF NEW YORK)
)
COUNTY OF ONEIDA)

This document was acknowledged before me on the 12th day of August 2013, by David C. Grow, Chairman of the Oneida County Industrial Development Agency.

_____
Notary Public, State of New York

seal

My Commission Expires: 8-1-2014

LAURA S. RUBERTO
Notary Public, State of New York
Appointed in Oneida County
Reg. No. 01RU5031396
Commission Expires August 1, 2014

EXHIBIT A

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York as shown on a map entitled "Map Showing Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel F6B - 1), City of Rome, County of Oneida, State of New York", made by Michael P. Waters, P.L.S. No. 050027, and dated September 10, 2012, which said tract, piece or parcel of land is more particularly bounded and described as follows:

PARCEL F6B - 1

Beginning at the intersection of the division line between the herein described parcel on the north and the lands of Oneida County Industrial Development Agency (reputed owner) on the south with the proposed easterly street boundary of Otis Street; said point being North 44° 32' 25" East, 138.38 feet from a capped iron rod found stamped "AFRL - 36";

thence North 01° 44' 00" West along said the proposed easterly street boundary of Otis Street 573.51 feet to its intersection with the division line between the herein described parcel on the south and the lands of The County of Oneida (reputed owner) on the north;

thence North 88° 18' 28" East along said division line 808.35 feet to its intersection with the division line between the herein described parcel on the southwest and the lands of the County of Oneida (reputed owner) on the northeast;

thence along said division line the following four (4) courses and distances:

1. easterly along a curve to the right having a radius of 800.00 feet, a chord distance of 153.55 feet, a chord direction of South 51° 45' 37" East to a point;

2. South 46° 15' 43" East, 196.90 feet to a point of curvature;

3. easterly along a curve to the left having a radius of 2,050.00 feet, a chord distance of 274.66 feet, a chord direction of South 50° 06' 11" East to a point;

4. South 53° 36' 39" East, 192.69 feet to its intersection with the first mentioned division line; thence along said division line the following three (3) courses and distances:

    1. South 88° 09' 43" West, 1,156.45 feet to a point of curvature;

    2. westerly along a curve to the right having a radius of 210.64 feet, a chord distance of 55.40 feet, a chord direction of South 56° 05' 00" West to a point;

    3. South 88° 09' 43" West, 217.18 feet to the place of beginning, being 606,670.3 ± sq. ft. or 13.927 acres, more or less.

ALSO, ALL THOSE TRACTS, PIECES OR PARCELS OF LAND situate in the City of Rome, County of Oneida and State of New York as shown on a map entitled "Map Showing Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel F6B – 2, Parcel F6B-3, Parcel F6B-4 and Parcel F6B-5), City of Rome, County of Oneida, State of New York", made by Michael P. Waters, P.L.S. No. 050027, and dated August 10, 2012, which said tracts, pieces or parcels of land are more particularly bounded and described as follows:

PARCEL F6B-2

Beginning at the intersection of the division line between the herein described parcel on the north and the lands of Birnie Bus Service Inc. (reputed owner) on the south with the division line between the herein described parcel on the southeast and the lands of Birnie Bus Service Inc. (reputed owner) on the northwest; said point being South 88° 06'28" East 1,491.35 feet from a capped iron rod found stamped "AFRL-37A" located on the proposed westerly street boundary of Otis Street;

thence along the last mentioned division line the following two (2) courses and distances:

1. North 33° 02' 33" East, 95.64 feet to a point;
2. North 19° 33' 12" East, 101.00 feet to its intersection with the division line between the herein described parcel on the south and the lands of Birnie Bus Service Inc. (reputed owner) on the north;

thence along the last mentioned division line the following two (2) courses and distances:

1. North 83° 55' 04" East, 171.85 feet to a point;
2. North 61° 15' 20" East, 116.32 feet to its intersection with the division line between the herein described parcel on the east and the lands of Birnie Bus Service Inc. (reputed owner) on the west;

thence along the last mentioned division line and continuing along the division line between the herein described parcel on the east and the lands of Oneida County Industrial Development Agency (reputed owner) on the west the following three (3) courses and distances:

1. North 01° 12' 49" East, 133.30 feet to a point;
2. North 15° 41' 06" East, 36.41 feet to a point;

North 01° 26' 16" West 764.62 feet to its intersection with the division line between the herein described parcel on the southwest and the lands of Oneida County Industrial Development Agency (reputed owner) on the northeast;

thence South 46° 18' 39" East along said division line 423.32 feet to its intersection with the division line between the herein described parcel on the northwest and the lands of Oneida County Industrial Development Agency (reputed owner) on the southeast;

thence South 54° 34' 23" West along said division line 69.71 feet to its intersection with the division line between the herein described parcel on the southwest and the lands of Oneida County Industrial Development Agency (reputed owner) on the northeast;

thence South 41° 58' 30" East along said division line 181.82 feet to its intersection with the division line between the herein described parcel on the south and the lands of Oneida County Industrial Development Agency (reputed owner) on the north;

thence North 65° 19' 45" East along said division line 51.85 feet to its intersection with the division line between the herein described parcel on the west and the lands of Oneida County Industrial Development Agency (reputed owner) on the east;

thence South 43° 49' 12" East along said division line 59.13 feet to its intersection with the division line between the herein described parcel on the northwest and the lands of Oneida County Industrial Development Agency (reputed owner) on the southeast;

thence along the last mentioned division line the following eight (8) courses and distances:

1. South 39° 25' 33" West, 103.72 feet to a point;
2. South 30° 35' 28" West, 64.70 feet to a point;
3. South 00° 04' 28" East, 74.61 feet to a point;
4. South 41° 35' 26" West, 77.24 feet to a point;
5. South 14° 22' 17" West, 34.91 feet to a point;
6. South 43° 18' 39" West, 428.48 feet to a point;
7. South 76° 40' 56" West, 11.08 feet to a point;
8. South 44° 20' 06" West, 146.76 feet to its intersection with the first mentioned division line;

thence North 83° 27' 38" West along said division line 246.96 feet to the place of beginning, being 318,117.9 ± sq. ft. 7.303 acres, more or less.

PARCEL F6B-3

Beginning at the intersection of the division line between the herein described parcel on the east and the lands of Griffiss Utility Services Corporation (reputed owner) on the west with proposed southerly street boundary of Ellsworth Road; said point being South 66° 50'50" East 854.83 feet from a capped iron rod found stamped "AFRL-37A" located on the proposed westerly street boundary of Otis Street.

thence North 87° 11' 37" East along said proposed southerly street boundary of Ellsworth Road 587.03 feet to its intersection with the division line between the herein described parcel on the west and the lands of Griffiss Utility Services Corporation (reputed owner) on the east;

thence South 02° 48' 20" East along said division line 42.51 feet to its intersection with the division line between the herein described parcel on the northwest and the lands of Griffiss Utility Services Corporation (reputed owner) on the southeast;

thence South 45° 16' 57" West along said division line 172.48 feet to its intersection with the division line between the herein described parcel on the northeast and the lands of Griffiss Utility Services Corporation (reputed owner) on the southwest;

thence North 41° 43' 20" West along said division line 12.28 feet to its intersection with the division line between the herein described parcel on the northwest and the lands of Griffiss Utility Services Corporation (reputed owner) on the southeast;

thence South 49° 08' 46" West along said division line 7.99 feet to its intersection with the division line between the herein described parcel on the southwest and the lands of Griffiss Utility Services Corporation (reputed owner) on the northeast;

thence South 40° 51' 08" East along said division line 12.28 feet to its intersection with the division line between the herein described parcel on the northwest and the lands of Griffiss Utility Services Corporation (reputed owner) on the southeast;

thence South 49° 08' 53" West along said division line 36.41 feet to its intersection with the division line between the herein described parcel on the northeast and the lands of Griffiss Utility Services Corporation (reputed owner) on the southwest;

thence along said division line the following two (2) courses and distances:

1. North 30° 26' 50" West, 9.30 feet to a point;
2. North 47° 25' 23" West, 28.65 feet to its intersection with the division line between the herein described parcel on the southeast and the lands of Griffiss Utility Services Corporation (reputed owner) on the northwest;

thence North 42° 34' 31" East along said division line 51.16 feet to its intersection with the division line between the herein described parcel on the west and the lands of Griffiss Utility Services Corporation (reputed owner) on the east;

thence North 00° 54' 37" West along said division line 26.88 feet to its intersection with the division line between the herein described parcel on the north and the lands of Griffiss Utility Services Corporation (reputed owner) on the south;

thence South 89° 05' 20" West along said division line 150.45 feet to its intersection with the division line between the herein described parcel on the east and the lands of Griffiss Utility Services Corporation (reputed owner) on the west;

thence North 00° 54' 39" West along said division line 28.68 feet to its intersection with the division line between the herein described parcel on the north and the lands of Griffiss Utility Services Corporation (reputed owner) on the south;

thence South 89° 05' 21" West along said division line 22.65 feet to its intersection with the division line between the herein described parcel on the west and the lands of Griffiss Utility Services Corporation (reputed owner) on the east;

thence South 00° 54' 30" East along said division line 28.00 to its intersection with the division line between the herein described parcel on the north and the lands of Griffiss Utility Services Corporation (reputed owner) on the south;

thence South 89° 05' 29" West along said division line 43.63 feet to its intersection with the division line between the herein described parcel on the east and the lands of Griffiss Utility Services Corporation (reputed owner) on the west;

thence along said division line the following three (3) courses and distances:

1. North 00° 54' 32" West, 49.61 feet to a point;
2. North 11° 07' 14" East, 14.41 feet to a point;
3. North 01° 44' 12" West, 13.76 feet to its intersection with the division line between the herein described parcel on the north and the lands of Griffiss Utility Services Corporation (reputed owner) on the south;

thence South 88° 15' 54" West along said division line 225.24 feet to its intersection with the first mentioned division line;

thence North 02° 48' 21" West along said division line 4.39 feet to the place of beginning, being 3,7949.76 ± sq. ft. or 0.871 acre, more or less.

PARCEL F6B-4

Beginning at the intersection of the division line between the herein described parcel on the east and the lands of Birnie Bus Service Inc. (reputed owner) on the west with the proposed northerly street boundary of Ellsworth Road; said point being South 63° 28'56" East 612.87 feet from a capped iron rod found stamped "AFRL-37A" located on the proposed westerly street boundary of Otis Street.

thence North 01° 25' 57" West along said division line 396.99 feet to its intersection with the division line between the herein described parcel on the south and the lands of Birnie Bus Service Inc. (reputed owner) on the north;

thence North 88° 26' 06" East along said division line 356.12 feet to a point on said division line;

thence South 01° 34' 17" East through the lands of The United States of America (reputed owner) 363.04 feet to its intersection with the aforementioned proposed northerly street boundary of Ellsworth Road;

thence along said proposed northerly street boundary of Ellsworth Road the following two (2) courses and distances:

1. South 87° 11' 37" West, 182.18 feet to a point of curvature;
2. westerly along a curve to the left having a radius of 601.16 feet, a chord distance of 177.49 feet, a chord direction of South 78° 42' 16" West to the place of beginning, being 132,340.3 ± sq. ft. or 3.038 acres, more or less.

PARCEL F6B-5

Beginning at a point on the proposed northerly street boundary of Ellsworth Road; said point being South 75° 44'05" East 933.19 feet from a capped iron rod found stamped "AFRL-37A" located on the proposed westerly street boundary of Otis Street;

thence North 01° 34' 17" West through the lands of The United States of America (reputed owner) 363.04 feet to its intersection with division line between the herein described parcel on the south and the lands of Birnie Bus Service Inc. (reputed owner) on the north;

thence North 88° 26' 06" East along said division line 552.28 feet to its intersection with division line between the herein described parcel on the west and said lands of Birnie Bus Service Inc. (reputed owner) on the east;

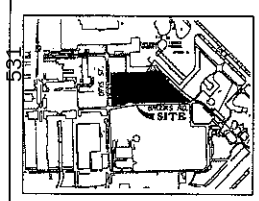
thence South 00° 42' 22" East along said division line 107.93 feet to its intersection with division line between the herein described parcel on the northwest and said lands of Birnie Bus Service Inc. (reputed owner) on the southeast;

thence along said division line the following five (5) courses and distances:

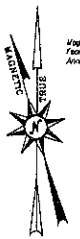
1. South 23° 06' 06" West, 40.44 feet to a point;
2. South 45° 07' 54" West, 69.19 feet to a point;
3. South 56° 31' 03"West, 97.20 feet to a point;
4. South 63° 02' 37" West, 136.46 feet to a point;
5. South 68° 42' 40" West 173.47 feet to its intersection with the aforementioned proposed northerly street boundary of Ellsworth Road;

thence South 87° 11' 37" West along said proposed northerly street boundary of Ellsworth Road 114.35 feet to the place of beginning, being 157,762.6 ± sq. ft. or 3.622 acres, more or less.

Exhibit B



LOCATION PLAN
NOT TO SCALE



Magnetic Declination 12 59' West
Year 2012
Annual Change 00 01' East

HANGAR ROAD

LEGEND

Proposed Division Line

Capped Iron Rod Found

Note:

The proposed width for Otis Street is 100 feet.

The County of Oneida
(required owner)

Parcel F6B -1

N89°19' 28"E 806.35'

N89°34'00"W 551.51'

Proposed Street Boundary

Parcel F6B -1
Parcel F2

OTIS STREET

PARCEL F6B - 1

AREA

000,000.0 ± SQ. FT.
OR
00.000 ± acres

R= 880.00'
C= 733.35'
S36°15'53"E

S46°15'53"E 1,104.00'

Harper Road Extension

R= 1,050.00'
C= 1,048.15'
S31°34'11"E

S16°52'29"E 1,284.00'

Parcel F6B -1
Parcel F1

Parcel F6B-1
POINT OF BEGINNING

Parcel F6B -1
Parcel F1 S88°09' 43"W 217.18'

R= 55.00'
C= 54.90'
S60°45' 00"W

S88°09' 43"W 1,136.45'

Oneida County Industrial Development Agency
(required owner)

BROOKS ROAD

The County of Oneida
(required owner)

Coastlab, Inc.
(required owner)

Sperry-USA
(required owner)

50' 0 50' 120'
GRAPHIC SCALE BAR

CERTIFY TO:

AIR FORCE REAL PROPERTY AGENCY
ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
GRIFFISS LOCAL DEVELOPMENT CORPORATION

I hereby certify that this is an accurate map made from an accurate field survey

Michael P. Waters, P.L.S. No. 50207 — Date 10/5/12

Certification on this boundary survey map signify that the map was prepared in accordance with the existing Code of Practice for Land Surveyors adopted by the New York State Association of Professional Land Surveyors, Inc.

The certification is limited to persons for whom the boundary survey map is prepared to the Title Company to the governmental agency and to the lending institution listed on the boundary survey map

The certificates are NOT transferable. AFRL - 36

SURVEY COMPLETED 9/3/12

Only copies from the original of this survey marked with an surveyor's signature and an ORIGINAL embossed or ink seal shall be considered valid true copies

WATERS LAND SURVEYING
[illegible]
Rome, New York 13440
315.339.5759

MAP
SHOWING LANDS TO BE CONVEYED TO
ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
(PARCEL F6B - 1)
CITY OF ROME COUNTY OF ONEIDA STATE OF NEW YORK

Revisions

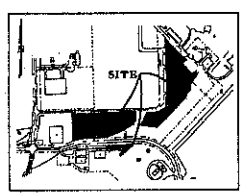
Scale 1"=80'
9/10/12
16b-1.dgn

Property Survey

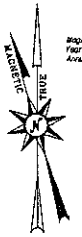
GRIFFISS Business & Technology Park

TRUE COPIES SIGNED AND STAMPED IN RED

532



LOCATION PLAN
NOT TO SCALE



Magnetic Declination 12° 58' West
Year: 2012
Annual Change: 00° 0' East

Parcel F6B - 3

Line	Direction	Distance
A	N87° 11' 37"E	587.03'
B	S02° 48' 20"E	42.51'
C	S45° 16' 57"W	172.48'
D	N41° 43' 20"W	12.28'
E	S49° 08' 46"W	7.99'
F	S40° 51' 08"E	12.28'
G	S49° 08' 53"W	36.41'
H	N30° 26' 50"W	9.30'
I	N47° 25' 23"W	28.65'
J	N42° 34' 31"E	51.16'
K	N00° 54' 37"W	26.88'
L	S89° 05' 20"W	150.45'
M	N00° 54' 39"W	28.68'
N	S89° 05' 21"W	22.65'
O	S00° 54' 30"E	28.00'
P	S89° 05' 29"W	43.63'
Q	N00° 54' 32"W	49.61'
R	N11° 07' 14"E	14.41'
S	N01° 44' 12"W	13.76'
T	S88° 15' 54"W	225.24'
U	N02° 48' 21"W	4.39'

LEGEND

Otis Street
Donaldson Road
ELLSWORTH ROAD
Perimeter Road
Turner Street
Griffiss Utility Services Corporation (reputed owner)
Birtle Bus Service Inc. (reputed owner)
Oneida County Industrial Development Agency (reputed owner)
POINT OF BEGINNING
PARCEL F6B - 4
PARCEL F6B - 5
PARCEL F6B - 6
PARCEL F6B - 7
PARCEL F6B - 8
PARCEL F6B - 9
Proposed Street Boundary
Proposed Street Centerline
Proposed Utility Boundary
Parcel F1
Parcel F6B - 1
Parcel F6B - 2
Parcel F6B - 3
Parcel F6B - 4
Parcel F6B - 5
Parcel F6B - 6
Parcel F6B - 7
Parcel F6B - 8
Parcel F6B - 9

SURVEY COMPLETED 8/3/12

Only copies from the original of this survey marked with the surveyor's signature and an ORIGINAL embossed or ink seal shall be considered valid true copies

Note
The proposed width for Ellsworth Road is 100 feet.

100' 0 100' 200'
GRAPHIC SCALE BAR

CERTIFY TO:
AIR FORCE REAL PROPERTY AGENCY
ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
GRIFFISS LOCAL DEVELOPMENT CORPORATION

I hereby certify that this is an accurate map made From an accurate field survey

Michael H. Wafer Jr., P.L.S. No. 50071 — Date

Certifications on this boundary survey map signify that the map was prepared in accordance with the existing Code of Practice for Land Surveyors adopted by the New York State Association of Professional Land Surveyors, Inc.

The certification is limited to persons for whom the boundary survey map is prepared, to the title company, to the governmental agency, and to the lending institution listed on the boundary survey map.

The certifications are NOT transferable.

GRIFFISS Business & Technology Park

TRUE COPIES SIGNED AND STAMPED IN RED

WAFER LAND SURVEYING
[illegible]
Rome, New York 13440
[illegible]

MAP
SHOWING LANDS TO BE CONVEYED TO
ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
(PARCEL F6B-2, PARCEL F6B-3, PARCEL F6B-4 and PARCEL F6B-6)
CITY OF ROME COUNTY OF ONEIDA STATE OF NEW YORK

Revisions

Scale: 1" = 100'
8/10/12
f6b2-5

Property Survey

Project: AFRPA / OIDC F Parcels

© 2012 WAFER LAND SURVEYING All rights reserved

EXHIBIT C

FORMER GRIFFISS AFB
Parcels F6B-1, F6B-2, F6B-3, F6B-4 and F6B-5
NOTICE OF HAZARDOUS WASTE STORED

The table below provides information from the Basewide EBS and shall serve as a notice of hazardous wastes that were stored for a period of one year or more on the Parcels F6B-1, F6B-2, F6B-3, F6B-4 and F6B-5 Property on the former Griffiss Air Force Base, and the dates such storage took place. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. § 9620(h). The Basewide EBS lists the quantities of each waste, and the dates these wastes were stored.

Building Number	**Waste Stored**	**Regulatory Waste Number**	**Year**	**Quantity (lbs.)**
1200 (35)	Calcium Hypochloride Orthotolidin, Corrosive Preventive Compounds, Developer	D001/D002	1993	7,548
	PCB Capacitors and Oil (> 500 ppm)	B001	1993	>1,000
	PCB Ballasts & Transformers (> 50 < 500 ppm)	B004	1993	>1,000
	PCB Transformers (> 500 ppm)	B006	1993	>1,000
123	Sodium Hydroxide	D002/D006/ D007/D008	1991-92	8,809
144	Centralized accumulation point for all hazardous wastes generated on base from 1994 to base closure in 1995. No listing in the 1994 EBS	Multiple	1994-1995	Unknown

EXHIBIT D

FORMER GRIFFISS AFB
Parcels F6B-1, F6B-2, F6B-3, F6B-4 and F6B-5
NOTICE OF HAZARDOUS SUBSTANCES RELEASED/DISPOSED OF

Notice is hereby provided that the tables and information provided below from the Basewide EBS and its supplement (EBSS) contain a notice of hazardous substances that are known to have been released/disposed of on Parcels F6B-1, F6B-2, F6B-3, F6B-4 and F6B-5 property on the former Griffiss Air Force Base, and includes the dates of release. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or "Superfund") 42 U.S.C. § 9620(h).

Building 1200 (35) RCRA Site; The date and quantity of the releases are unknown.

Site remediation was performed by excavating contaminated soils and monitoring natural biodegradation of groundwater contaminates. Remediation was performed to a level acceptable for industrial / commercial reuse.

Substance	Regulatory Synonym(s)	CAS Registry No.	Hazardous Waste ID No.
1,2,4-Trimethylbenzene	1,3,4-Trimethylbenzene	95–63–6	none
1,3,5-Trimethylbenzene	Mesitylene	108–67–8	none
1,3-Dichlorobenzene	m-Dichlorobenzene	541–73–1	U071
1,4-Dichlorobenzene	p-Dichlorobenzene	106–46–7	U072, D027
Acetone	2-Propanone	67–64–1	U002, F003
Butylbenzene	n-Butylbenzene	104–51–8	none
Carbon Disulfide	Sulphocarbonic anhydride; Carbon Bisulphide	75–15–0	P022, F005
Chlorobenzene	Benzene chloride; Phenyl Chloride	108–90–7	U037, F002
Chloroform	trichloro-Methane	67–66–3	U044
Ethylbenzene	Phenylethane	100–41–4	F003
m -Xylene	isomer of Xylene	108–38–3	none
Methyl ethyl ketone	MEK; 2-Butanone	78–93–3	U159, F005
Methylene Chloride	Dichloromethane	75–09–2	U080, F001
o-Xylene	isomer of Xylene	95–47–6	none

Building 1200 (35) RCRA Site; The date and quantity of the releases are unknown. Site remediation was performed by excavating contaminated soils and monitoring natural biodegradation of groundwater contaminates. Remediation was performed to a level acceptable for industrial / commercial reuse.			
Substance	Regulatory Synonym(s)	CAS Registry No.	Hazardous Waste ID No.
p -Xylene	isomer of Xylene	106–42–3	none
Propylbenzene	n-Propylbenzene	103–65–1	none
Toluene	methyl-Benzene	108–88–3	U220, F005
trans-1,2-Dichloroethene	1,2-Dichloroethylene	156–60–5	U079
Trichloroethene	Trichloroethylene	79–01–6	U228, F001, F002
Trichlorofluoromethane	Trichloromonofluoromethane	75–69–4	U121, F002
1,2,4-trichlorobenzene	n/a	120–82–1	none
2,4,6-Trichlorophenol	2,4,6-Trichloro-2-hydroxybenzene; 2,4,6-TCP	88–06–2	D042
2,4-Dimethylphenol	m-Xylenol; 4-Hydoxy-1-,3-Dimethylbenzene	105–67–9	U101
2,4-Dinitrotoluene	1-Methyl-2,4-Dinitrobenzene; 2,4-Dinitrotoluol; 2,4-DNT	121–14–2	U105
2,6-Dinitrotoluene	1,3-Dinitro 2-methyl benzene	606–20–2	U106
2-Chloronaphthalene	none	91–58–7	U047
2-Methylnaphthalene	beta-Methylnaphthalene	91–57–6	none
2-Methylphenol	o-Cresol; 2-Hydroxytoluene; o-Methylphenol; o-Hydroxytoluene; -Hydroxy-2-methylbenzene	95–48–7	none
3,4,5-Trichlorophenol	3,4,5-trichloro-1-hydroxybenzene	609–19–8	D041
4-Bromophenyl phenyl ether	4-Bromophenoxybenzene; 1-Bromo-4-phenoxybenzene	101–55–3	U030
4-Chlorophenyl phenyl ether	4-Chlorodiphenyl ether 1-Chloro-4-phenoxybenzene	7005–72–3	none
4-Methylphenol	p-Cresol; 4-Hydroxytoluene	106–44–5	none
4-Nitrophenol	p-Nitrophenol; 1-Hydroxy-4-nitrobenzene	100–02–7	U170
Acenaphthene	1,2-Dihydroacenaphthene; 1,8-	83–32–9	none

Building 1200 (35) RCRA Site; The date and quantity of the releases are unknown. Site remediation was performed by excavating contaminated soils and monitoring natural biodegradation of groundwater contaminates. Remediation was performed to a level acceptable for industrial / commercial reuse.			
Substance	Regulatory Synonym(s)	CAS Registry No.	Hazardous Waste ID No.
	Ethylenenaphthalene		
Acenaphthylene	Cyclopenta(de)naphthalene	208–96–8	none
Anthracene	Paranaphtalene; Anthraxcene; Green oil	120–12–7	none
Benzo(a)anthracene	Benz[a]anthracene; 1,2-Benzanthracene	56–55–3	U018
Benzo(a)pyrene	3,4-Benzopyrene	50–32–8	U022
Benzo(b)fluoranthene	Benz(e)acephenanthrylene; 3,4-Benzofluoranthene	205–99–2	none
Benzo(k)fluoranthene	Dibenzo(b,jk)fluorene; 2,3,1',8'-Binaphthylene	207–08–9	none
bis(2-ethylhexyl)phthalate	Dioctyl phthalate; Diethylhexyl phthalate (DEHP); 1,2-Benzenedicarboxylic acid, bis(2-ethylhexyl) ester	117–81–7	U028
Butyl benzyl phthalate	1,2-Benzenedicarboxylic acid butyl phenylmethyl ester; Butyl phenylmethyl 1,2-benzenedicarboxylate; Benzyl butyl phthalate; Butyl benzyl phthlate; BBP	85–68–7	none
Chrysene	1,2,5,6-Dibenzonaphthalene; 1,2-Benzophenanthracene	218–01–9	U050
Dibenzo(a,h)anthracene	Dibenz[a,h]anthracene: 1,2:5,6-Dibenzanthracene	53–70–3	U063
Diethyl phthalate	1,2-Benzenedicarboxylic acid diethyl ester	84–66–2	U088
Dimethyl phthalate	Dimethyl 1,2-benzenedicarboxylate; 1,2-benzenedicarboxylic acid dimethyl ester; DMP	131–11–3	U102
Di-n-butyl phthalate	1,2-Benzenedicarboxylic acid	84–74–2	U069

Building 1200 (35) RCRA Site; The date and quantity of the releases are unknown. Site remediation was performed by excavating contaminated soils and monitoring natural biodegradation of groundwater contaminates. Remediation was performed to a level acceptable for industrial / commercial reuse.			
Substance	Regulatory Synonym(s)	CAS Registry No.	Hazardous Waste ID No.
	dibutyl ester; Benzenedicarboxylic acid dibutyl ester		
Di-n-octyl phthalate	Phthalic acid di-n-octyl ester; DOP	117–84–0	U107
Fluoranthene	Benzene, 1,2-(1,8-Naphthalenediyl); 1,2-Benzacenaphthene; Benzo[j,k]fluorene	206–44–0	U120
Fluorene	Diphenylenemethane; 2,2'-Methylenebiphenyl; 2,3-Benzindene; o-Biphenylenemethane; alpha-Diphenylenemethane-9H-fluorene	86–73–7	none
Hexachlorobenzene	Pentachlorophenyl chloride; Perchlorobenzene	118–74–1	U127, D032, F022, F026
Indeno(1,2,3-cd)pyrene	1,10-(1,2-Phenylene)pyrene; o-Phenylenepyrene	193–39–5	U137
Isophorone	3,5,5-Trimethylcyclohex-2-enone; 1,5,5-Trimethyl-1-cyclohexen-3-one	78–59–1	none
Naphthalene	Albocarbon; Naphthene	91–20–3	U165
Phenanthrene	HSDB 2166	85–01–8	none
Phenol, 4-chloro-3-methyl-	6-Chloro-3-hydroxytoluene; 2-Chloro-5-hydroxytoluene; 3-Methyl-4-chlorophenol; p-Chloro-m-cresol; 4-Chloro-m-cresol	59–50–7	U039
Pyrene	Benzo(Def)Phenanthrene; beta-Pyrene	129–00–0	none
Benzo(g,h,i)perylene	1,12-Benzoperylene; 1,12-benzperylene	191-24-2	
Dibenzofuran	Diphenylene oxide; DBF	132–64–9	none
alpha-Endosulfan	Endosulfan I; endo-1,4,5,6,7,7-Hexachloro-5-norbornene-2,3-	959–98–8	none

Building 1200 (35) RCRA Site; The date and quantity of the releases are unknown.

Site remediation was performed by excavating contaminated soils and monitoring natural biodegradation of groundwater contaminates. Remediation was performed to a level acceptable for industrial / commercial reuse.

Substance	Regulatory Synonym(s)	CAS Registry No.	Hazardous Waste ID No.
	dimethanol cyclic sulfite		
delta-BHC	delta-HCH; hexachlorocyclohexane, delta-; delta-LINDANE; Cyclohexane, delta-1,2,3,4,5,6-Hexachloro	319–86–8	none
p, p DDD	TDE; DDD; 4,4 - DDD; 1,1-dichloro-2,2-bis(p-chlorophenyl)ethane	72–54–8	U060
p, p DDE	DDE; Dichlorodiphenyldichloroethylene, p,p'-	72–55–9	none
PCB-Aroclor 1260	Chlorinated Biphenyl	1336-36-3	none
Manganese		7439–96–5	
Selenium		7782–49–2	D010
Sodium		7440–23–5	

SS-33 Proposed Coal Yard Storage Area, DRMO Open Storage Lot #5246 Site and AOI-66, Current Steam Plant (P16) APDO Storage Yard;

The date and quantity of the releases are unknown.

Site remediation was performed by excavating contaminated soils and monitoring natural biodegradation of groundwater contaminates. Remediation was performed to a level acceptable for industrial / commercial reuse.

Substance	**Regulatory Synonym(s)**	**CAS Registry No.**	**Hazardous Waste ID No.**
Benzene	benzol; coal naphtha; cyclohexatriene	71–43–2	U019
cis-1,2-Dichloroethene	trans-dichloroethylene; trans-1,2-dichloroethylene; acetylene dichloride	156-60-5	U079

SS-33 Proposed Coal Yard Storage Area, DRMO Open Storage Lot #5246 Site and AOI-66, Current Steam Plant (P16) APDO Storage Yard;

The date and quantity of the releases are unknown.

Site remediation was performed by excavating contaminated soils and monitoring natural biodegradation of groundwater contaminates. Remediation was performed to a level acceptable for industrial / commercial reuse.

Substance	**Regulatory Synonym(s)**	**CAS Registry No.**	**Hazardous Waste ID No.**
Aldrin	1,2,3,4,10,10-hexachloro-1,4,4a,5,8,8a-hexahydro-1,4:5,8-Dimethanonaphthalene (1alpha,4alpha,4abeta,5alpha, 8alpha,8abeta)-	309–00–2	P004
alpha Chlordane	alpha-Chlordan; cis-Chlordan; alpha(cis)-Chlordane; cis-Chlordane; 4,7-Methanoindan, 1-alpha,2-alpha,4-beta,5,6,7-beta,8,8-octachloro-3a-alpha,4,7,7a-alpha-tetrahydro	5103–71–9	
Carbofuran	2,2-Dimethyl-2,2-dihydrobenzofuranyl-7-N-methylcarbamate; 2,2-Dimethyl-2,3-dihydrobenzofuranyl 7-methylcarbamate; 2,3-Dihydro-2,2-dimethyl-7-benzofuranol methylcarbamate; Methylcarbamic acid 2,2-dimethyl-2,3-dihydro-7-benzofuranyl ester; Bay 70143; Carbodan; Carbosip; Chinufur; Crisfuran; Curaterr; FMC 10242; Furacarb; Furadan; Kenofuran; Pillarfuran; Yalox; Yaltox	1563–66–2	P127

SS-33 Proposed Coal Yard Storage Area, DRMO Open Storage Lot #5246 Site and AOI-66, Current Steam Plant (P16) APDO Storage Yard;

The date and quantity of the releases are unknown.

Site remediation was performed by excavating contaminated soils and monitoring natural biodegradation of groundwater contaminates. Remediation was performed to a level acceptable for industrial / commercial reuse.

Substance	**Regulatory Synonym(s)**	**CAS Registry No.**	**Hazardous Waste ID No.**
Dieldrin	Alvit; Illoxol; Hexachloroepoxyoctohydro-endo,exo-Dimethanonaphthalene	60–57–1	P037
gamma Chlordane	trans-Chlordane; beta-Chlordane; 4,7-Methano-1H-indene 1,2,4,5,6,7,8,8-octachloro-2,3,3a,4,7,7a-hexahydro-, (1.alpha,2.beta,3a.alpha,4.beta, 7.beta,7a.alpha)-	5103–74–2	
Guthion	Azinphos-methyl	86–50–0	
Heptachlor epoxide	Epoxyheptachlor; HCE; 1,4,5,6,7,8,8-Heptachloro-2,3-Epoxy-2,3,3a,4,7,7a-Hexahydro-4,7-Methanoindene	1024–57–3	
Methoxychlor	1,1'-(2,2,2-trichloroethylidene) bis[4-methoxy- Benzene	72–43–5	U247
p, p DDT	DDT; Dichlorodiphenyltrichloroethane, p,p'-	50–29–3	U061
PCB-Aroclor 1242	Chlorinated Biphenyl	1336-36-3	none
PCB-Aroclor 1260	Chlorinated Biphenyl	1336-36-3	none
Antimony		7440–36–0	
Cadmium		7440–43–9	D006
Chromium	Chromium, hexavalent	7440–47–3	D007
Copper		7440–50–8	

SS-33 Proposed Coal Yard Storage Area, DRMO Open Storage Lot #5246 Site and AOI-66, Current Steam Plant (P16) APDO Storage Yard;

The date and quantity of the releases are unknown.

Site remediation was performed by excavating contaminated soils and monitoring natural biodegradation of groundwater contaminates. Remediation was performed to a level acceptable for industrial / commercial reuse.

Substance	**Regulatory Synonym(s)**	**CAS Registry No.**	**Hazardous Waste ID No.**
Lead		7439–92–1	D008
Mercury-solid		7439–97–6	U151, D009
Nickel		7440–02–0	
Zinc		7440–66–6	
3,3'-Dichlorobenzidine	3,3'-Dichlorobiphenyl-4,4'-diamine	91–94–1	U073
Anthracene	Paranaphtalene; Anthraxcene; Green oil	120–12–7	none
Benzo(a)anthracene	Benz[a]anthracene; 1,2-Benzanthracene	56–55–3	U018
Benzo(a)pyrene	3,4-Benzopyrene	50–32–8	U022
Benzo(b)fluoranthene	Benz(e)acephenanthrylene; 3,4-Benzofluoranthene	205–99–2	none
Benzo(k)fluoranthene	Dibenzo(b,jk)fluorene; 2,3,1',8'-Binaphthylene	207–08–9	none
Chrysene	1,2,5,6-Dibenzonaphthalene; 1,2-Benzophenanthracene	218–01–9	U050
Dibenzo(a,h)anthracene	Dibenz[a,h]anthracene: 1,2:5,6-Dibenzanthracene	53–70–3	U063
Fluoranthene	Benzene, 1,2-(1,8-Naphthalenediyl); 1,2-Benzacenaphthene; Benzo[j,k]fluorene	206–44–0	U120
Fluorene	Diphenylenemethane; 2,2'-Methylenebiphenyl; 2,3-Benzindene; o-Biphenylenemethane; alpha-Diphenylenemethane-9H-fluorene	86–73–7	none

SS-33 Proposed Coal Yard Storage Area, DRMO Open Storage Lot #5246 Site and AOI-66, Current Steam Plant (P16) APDO Storage Yard;

The date and quantity of the releases are unknown.

Site remediation was performed by excavating contaminated soils and monitoring natural biodegradation of groundwater contaminates. Remediation was performed to a level acceptable for industrial / commercial reuse.

Substance	**Regulatory Synonym(s)**	**CAS Registry No.**	**Hazardous Waste ID No.**
Hexachlorobenzene	Pentachlorophenyl chloride; Perchlorobenzene	118–74–1	U127, D032, F022, F026
Indeno(1,2,3-cd)pyrene	1,10-(1,2-Phenylene)pyrene; o-Phenylenepyrene	193–39–5	U137
Naphthalene	Albocarbon; Naphthene	91–20–3	U165
Phenanthrene	HSDB 2166	85–01–8	none
Pyrene	Benzo(Def)Phenanthrene; beta-Pyrene	129–00–0	none
p, p DDD	TDE; DDD; 4,4 - DDD; 1,1-dichloro-2,2-bis(p-chlorophenyl)ethane	72–54–8	U060
p, p DDE	DDE; Dichlorodiphenyldichloroethylene, p,p'-	72–55–9	none
Aluminum		7429-90-5	
Arsenic		7440–38–2	D004
Barium		7440-39-3	D005
Iron		7439–89–6	
Magnesium		7439–95–4	
Manganese		7439–96–5	
Silver		7440–22–4	D011
Strontium		7440-24-6	
Thallium		7440–28–0	

ST-53, Building 133 Storage Vault;
The quantity of the releases is unknown.
Site remediation was performed by excavating contaminated soils and monitoring natural biodegradation of groundwater contaminates. Remediation was performed to a level acceptable for unrestricted reuse.

Substance	Regulatory Synonym(s)	Date	CAS Registry No.	Hazardous Waste ID No.
Benzo(a)anthracene	Benz[a]anthracene; 1,2-Benzanthracene	After 1977 - prior to 1995	56–55–3	U018
Benzo(a)pyrene	3,4-Benzopyrene	After 1977 - prior to 1995	50–32–8	U022
Benzo(b)fluoranthene	Benz(e)acephenanthrylene; 3,4-Benzofluoranthene	After 1977 - prior to 1995	205–99–2	none
Benzo(k)fluoranthene	Dibenzo(b,jk)fluorene; 2,3,1',8'-Binaphthylene	After 1977 - prior to 1995	207–08–9	none
bis(2-ethylhexyl)phthalate	Dioctyl phthalate; Diethylhexyl phthalate (DEHP); 1,2-Benzenedicarboxylic acid, bis(2-ethylhexyl) ester	After 1977 - prior to 1995	117–81–7	U028
Chrysene	1,2,5,6-Dibenzonaphthalene; 1,2-Benzophenanthracene	After 1977 - prior to 1995	218–01–9	U050
Indeno(1,2,3-cd)pyrene	1,10-(1,2-Phenylene)pyrene; o-Phenylenepyrene	After 1977 - prior to 1995	193–39–5	U137
Naphthalene	Albocarbon; Naphthene	After 1977 - prior to 1995	91–20–3	U165
1,2,4-Trimethylbenzene	1,3,4-Trimethylbenzene	After 1977 - prior to 1995	95–63–6	none

ST-53, Building 133 Storage Vault; The quantity of the releases is unknown. Site remediation was performed by excavating contaminated soils and monitoring natural biodegradation of groundwater contaminates. Remediation was performed to a level acceptable for unrestricted reuse.				
Substance	Regulatory Synonym(s)	Date	CAS Registry No.	Hazardous Waste ID No.
1,3,5-Trimethylbenzene	Mesitylene	After 1977 - prior to 1995	108–67–8	none
Benzene	benzol; coal naphtha; cyclohexatriene	After 1977 - prior to 1995	71–43–2	U019
Ethylbenzene	Phenylethane	After 1977 - prior to 1995	100–41–4	F003
Isopropylbenzene	(1-methylethyl)-Benzene; Cumene	After 1977 - prior to 1995	98–82–8	U055
p-Isopropyltoluene	4-Isopropyltoluene, 1-Isopropyl-4-methylbenzene; p-Cymene; Dolcymene	After 1977 - prior to 1995	99–87–6	none
Propylbenzene	n-Propylbenzene	After 1977 - prior to 1995	103–65–1	none
Tetrachloroethene	Tetrachloroethylene; Perchloroethylene	After 1977 - prior to 1995	127–18–4	U210, F001, F001
Toluene	methyl-Benzene	After 1977 - prior to 1995	108–88–3	U220, F005
Trichloroethene	Trichloroethylene	After 1977 - prior to 1995	79–01–6	U228, F001, F002

ST-53, Building 133 Storage Vault;
The quantity of the releases is unknown.
Site remediation was performed by excavating contaminated soils and monitoring natural biodegradation of groundwater contaminates. Remediation was performed to a level acceptable for unrestricted reuse.

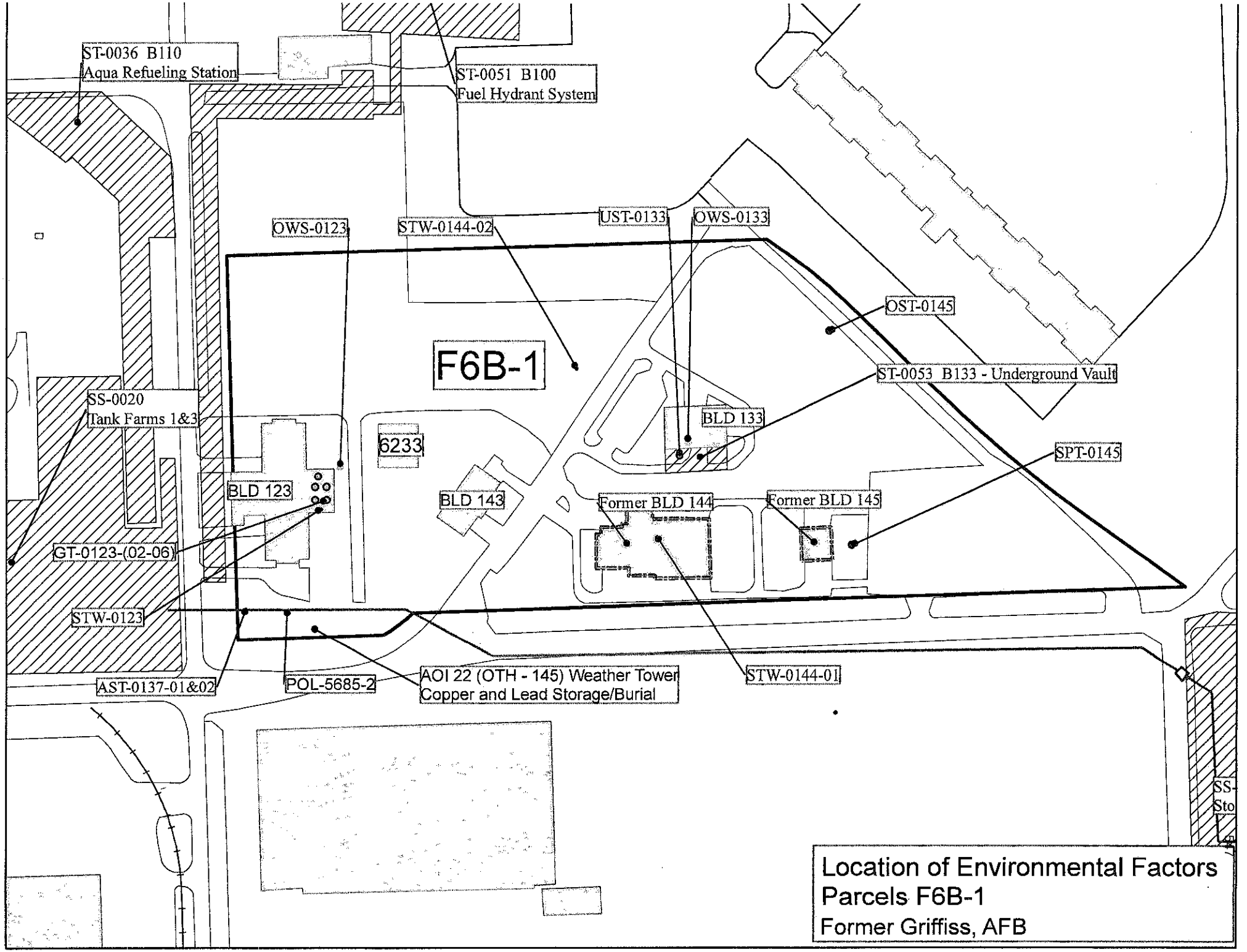
Substance	Regulatory Synonym(s)	Date	CAS Registry No.	Hazardous Waste ID No.
Xylene	dimethylenzene	After 1977 - prior to 1995	1330–20–7	U239, F003

SS-17, Lot 69 Former Hazardous Waste Storage Yard
The date and quantity of the releases are unknown.
The Final Remedial Investigations (RI) Report determined that the site was acceptable for industrial / commercial reuse.

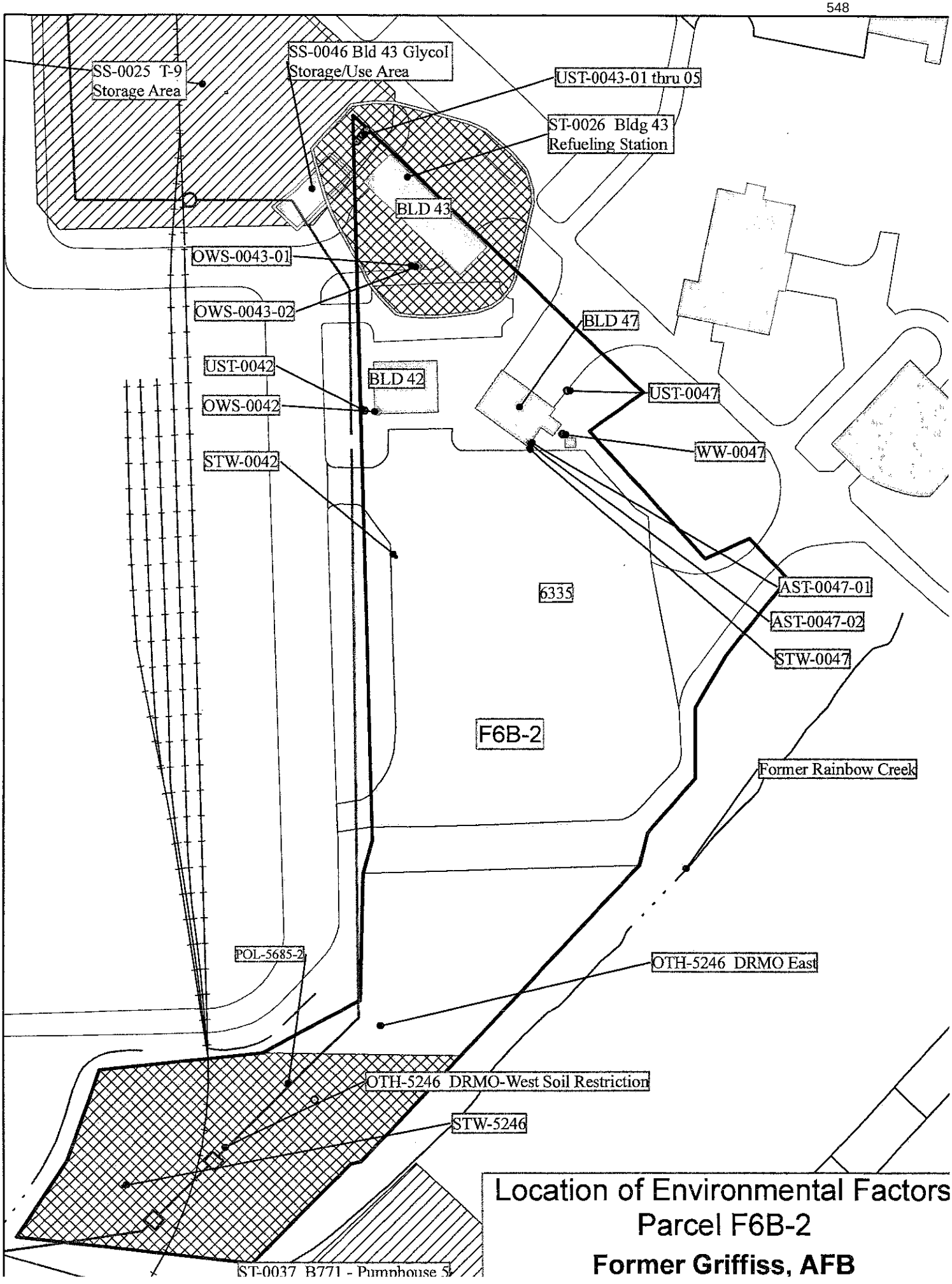
Substance	**Regulatory Synonym(s)**	**CAS Registry No.**	**Hazardous Waste ID No.**
1,1,1,-Trichloroethane	Methyl chloroform	71–55–6	U226, F001, F002
Carbon tetrachloride	Benzinoform; Carbona; Methane tetrachloride	56–23–5	U211, F001, D019
Chloroform	trichloro-Methane	67–66–3	U044
Methyl ethyl ketone	MEK; 2-Butanone	78–93–3	U159, F005
Benzo(a)anthracene	Benz[a]anthracene; 1,2-Benzanthracene	56–55–3	U018
Benzo(a)pyrene	3,4-Benzopyrene	50–32–8	U022
Benzo(b)fluoranthene	Benz(e)acephenanthrylene; 3,4-Benzofluoranthene	205–99–2	none
Chrysene	1,2,5,6-Dibenzonaphthalene; 1,2-Benzophenanthracene	218–01–9	U050
alpha-BHC	alpha-HCH; alpha-Benzenehexachloride; CycloHexane, alpha-1,2,3,4,5,6-Hexacholro-	319–84–6	none
PCB-Aroclor 1260	Chlorinated Biphenyl	1336-36-3	none
Aluminum		7429-90-5	
Arsenic		7440–38–2	D004
Manganese		7439–96–5	
Thallium		7440–28– 0	

EXHIBIT E

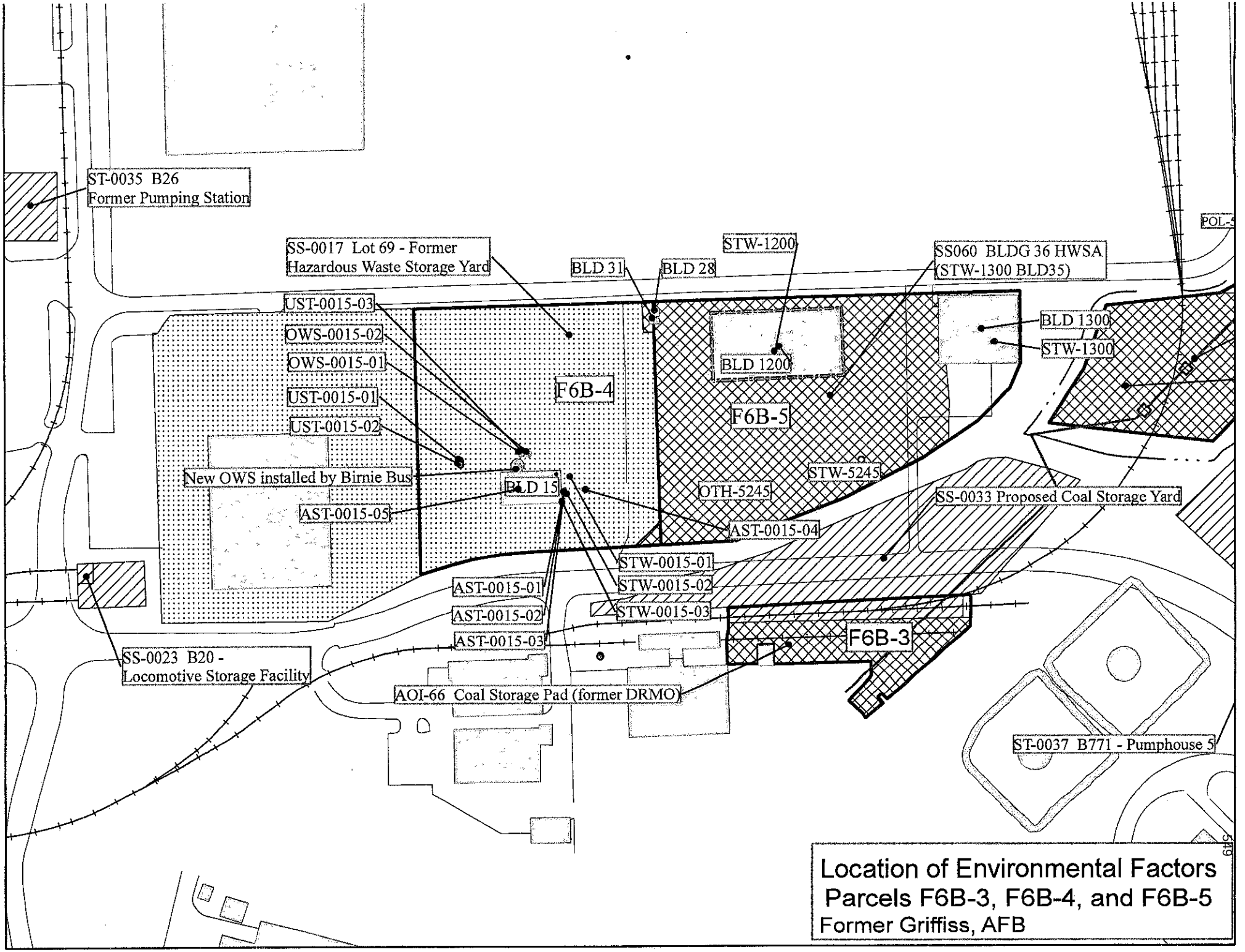
Map of Environmental Sites / Restricted Areas



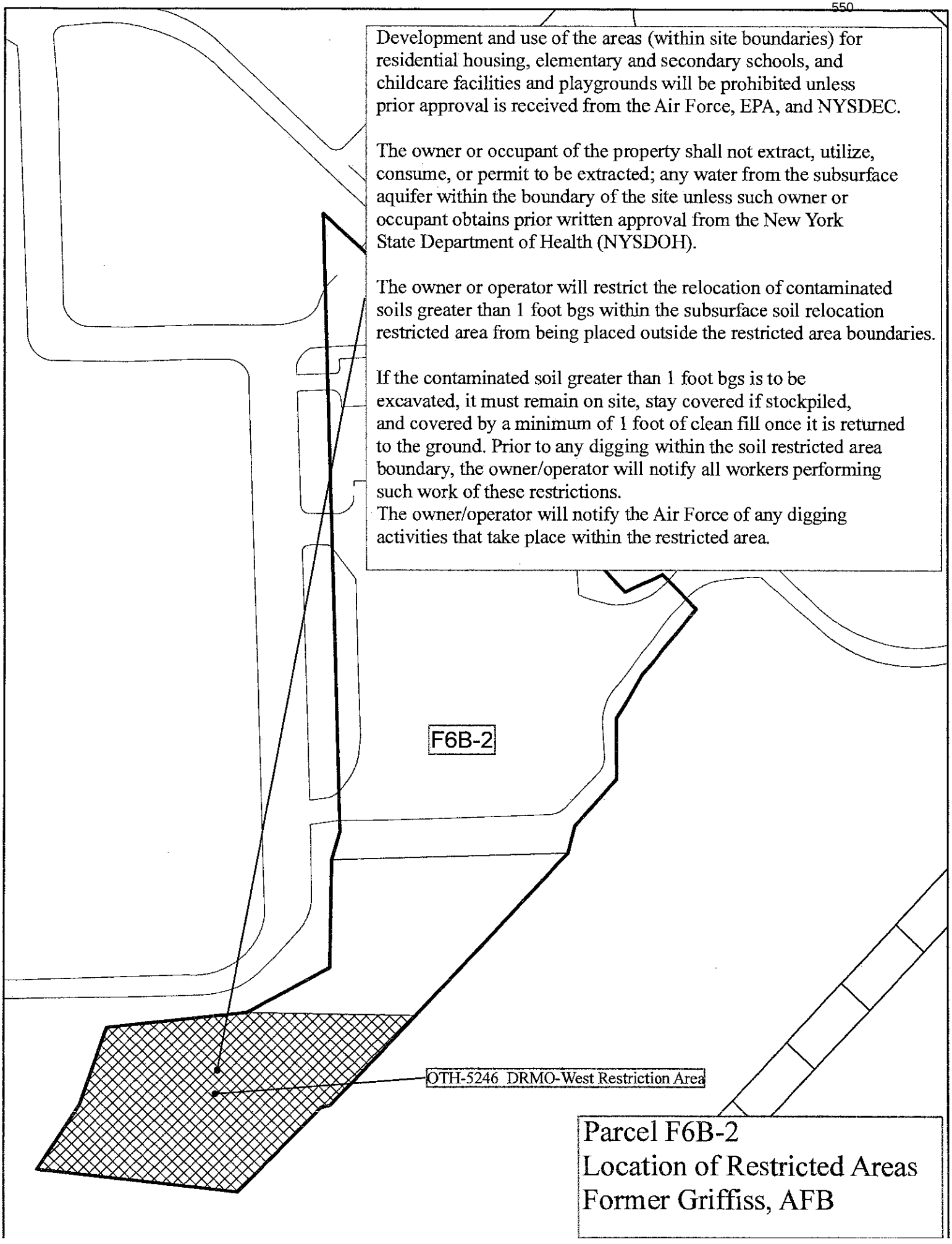
Location of Environmental Factors
Parcels F6B-1
Former Griffiss, AFB



Location of Environmental Factors
Parcel F6B-2
Former Griffiss, AFB



Location of Environmental Factors
Parcels F6B-3, F6B-4, and F6B-5
Former Griffiss, AFB


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 (NYSDOH).
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.
F6B-2
OTH-5246 DRMO-West Restriction Area
Parcel F6B-2
Location of Restricted Areas
Former Griffiss, AFB

OTH-5246-02

Point No.	Easting	Northing
1	1135310.69	1175327.26
2	1135481.57	1175345.47
3	1135688.19	1175342.43
4	1135470.09	1175123.79
5	1135224.79	1175151.91

From Pt.	To Pt.	Direction	Distance (Feet)
1	2	N 83-55-3 E	171.85
2	3	S 89-9-18 E	206.64
3	4	S 44-55-43 W	308.82
4	5	N 83-27-38 W	246.97
5	6	N 26-6-47 E	195.26

Approx. 135 feet East of East corner of Building 1300

Starting Coordinate:
Northing 1175327.26
Easting 1135310.69

DONALDSON ROAD

PARCEL F6B

1300

PARCEL F1

PARCEL F6B-5

1

2

3

4

5

All coordinates are projected to:
State Plane New York Central
NAD 83
Transverse_Mercator
False_Easting: 820208.333333
False_Northing: 0.000000
Central_Meridian: -76.583333
Scale_Factor: 0.999938
Latitude_Of_Origin: 40.000000

OTH-5246 DRMO West Restrictive Area

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SS060 BLDG 36 HWSA (STW-1300 BLD35) The property use will be industrial/commercial use unless permission is obtained from the Air Force, 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 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 unless such owner or occupant obtains the prior written approval from the NYSDOH.
--The owner or occupant will be restricted from relocating soil from within the area during any construction activities. Soil below the clean fill must remain on site (and stay covered while stockpiled) and be covered by a minimum of twelve (12) inches of clean fill.

SS-0017 Lot 69 - Former Hazardous Waste Storage Yard
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, EPA, and NYSDEC.

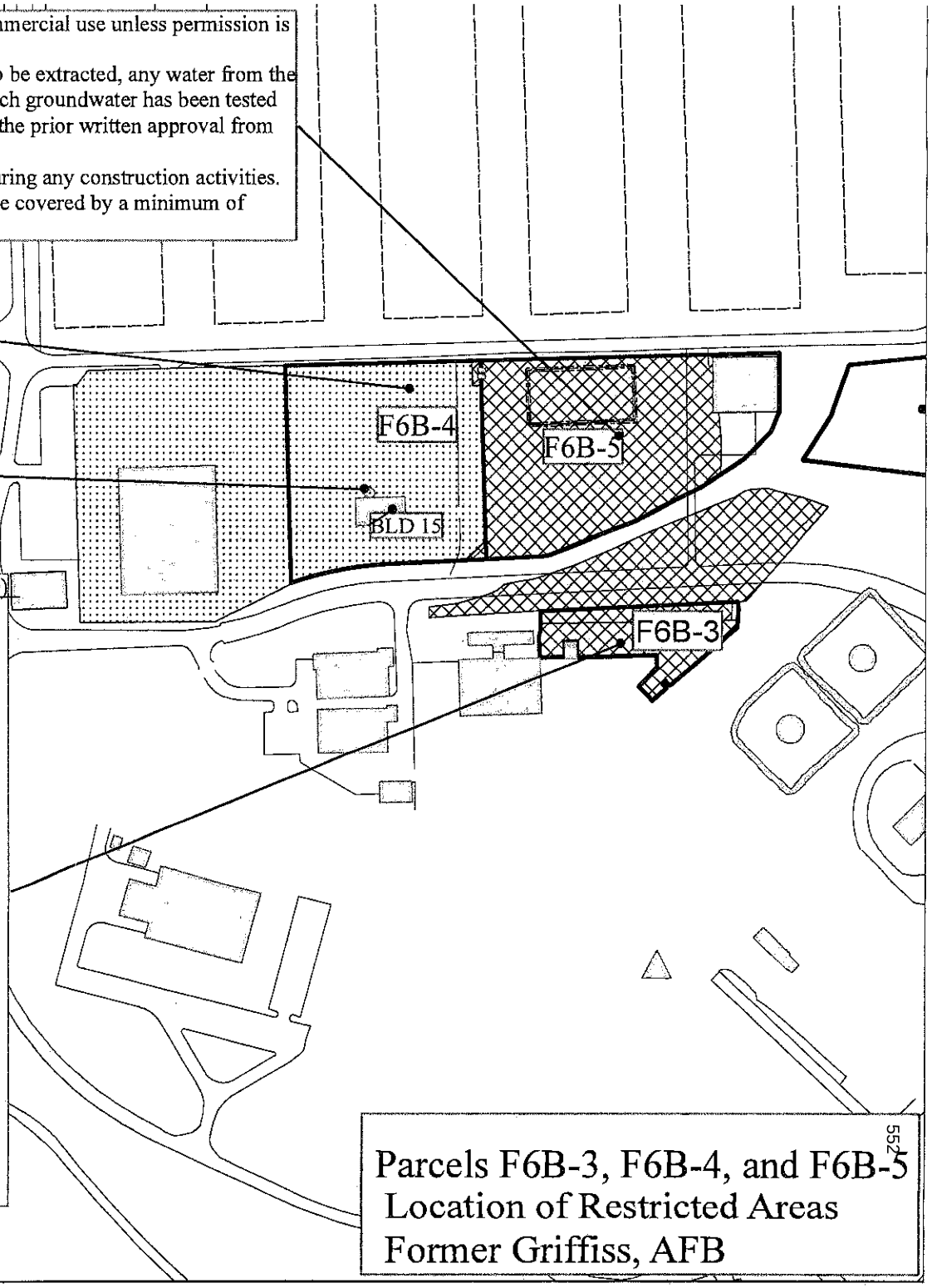
SS065 OWS-015-01 and UST-015-03
NYSDEC spill #9709366
Access to the subsurface soils and groundwater will be restricted until remediation goals are achieved.

SS-0033 Proposed Coal Storage Yard and AOI-66 Coal Storage Pad (former DRMO)
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 (NYSDOH).

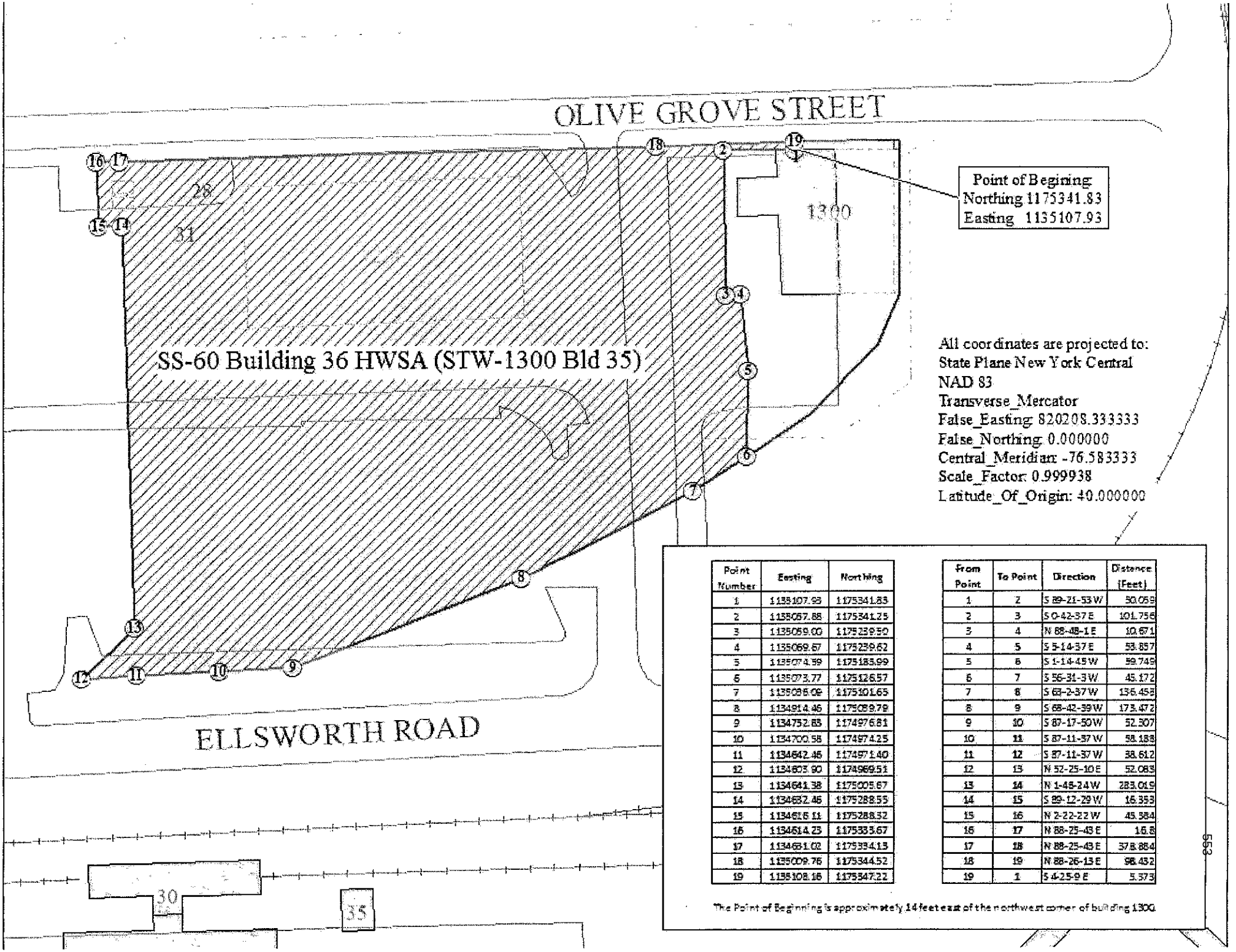
The owner or operator will restrict the relocation of contaminated soils greater than 1 foot bgs within the subsurface soil relocation restricted area from being placed outside the restricted area boundaries.

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.



Parcels F6B-3, F6B-4, and F6B-5
Location of Restricted Areas
Former Griffiss, AFB

552



Point Number	Easting	Northing
1	1135107.93	1175341.83
2	1135057.88	1175341.25
3	1135059.00	1175239.50
4	1135069.67	1175239.62
5	1135074.59	1175183.99
6	1135073.77	1175126.57
7	1135086.09	1175101.65
8	1134914.46	1175089.79
9	1134752.83	1174976.81
10	1134700.58	1174974.25
11	1134642.46	1174971.40
12	1134603.90	1174969.51
13	1134641.38	1175009.67
14	1134632.46	1175288.55
15	1134616.11	1175288.32
16	1134614.23	1175333.67
17	1134651.02	1175334.13
18	1135009.76	1175344.52
19	1135108.16	1175347.22

From Point	To Point	Direction	Distance (Feet)
1	2	S 89-21-53 W	50.059
2	3	S 0-42-37 E	101.756
3	4	N 88-48-1 E	10.671
4	5	S 5-14-37 E	56.857
5	6	S 1-14-45 W	59.745
6	7	S 56-31-3 W	45.172
7	8	S 63-2-37 W	156.458
8	9	S 68-42-39 W	173.472
9	10	S 87-17-50 W	52.307
10	11	S 87-11-37 W	58.188
11	12	S 87-11-37 W	38.612
12	13	N 52-25-10 E	52.083
13	14	N 1-48-24 W	283.015
14	15	S 89-12-29 W	16.353
15	16	N 2-22-22 W	45.584
16	17	N 88-25-43 E	16.8
17	18	N 88-25-43 E	378.884
18	19	N 88-26-13 E	98.432
19	1	S 4-25-9 E	5.373

The Point of Beginning is approximately 14 feet east of the northwest corner of building 1300.

EXHIBIT F

Underground and Aboveground Tanks (USTs & ASTs)

Tank Number/ Contents	Tank Capacity (gallons)	Location	Releases/ NYSDEC Spill Number /Status	Tank Status/Removal Project Number	Tank Closure Date (1)
AST-015-01 Waste Oil	1,000	Just outside the east wall of Building 15	None	Removed - 1999	1999
AST-015-02 Waste Diesel	1,000	Just outside the east wall of Building 15	None	Removed - 1999	1999
AST-015-03 Waste Anitfreeze	1,000	Just outside the east wall of Building 15	None	Removed - 1999	1999
AST-015-04 JP-4	1,500	East of Building 15 in grassy area	NYSDEC Spill #0300066 Closed 4/23/2012	Removed - 1999	1999
AST-015-05 AFFF (Aqueous Film Forming Foam)	500	Inside Building 15. West end	None	Empty	N/A
UST-015-01 Waste AFFF	30,000	Northwest of Building 15	None	Empty	1999
UST-015-02 Waste AFFF	30,000	Northwest of Building 15	**None**	Empty	1999
UST-015-03 Waste Oil associated with OWS-015-01 (SS065)	1,000	North of Building 15	NYSDEC Spill #9709366 OPEN(4)	Removed 1997/ 96-0020	1997
UST-042 Used oil	1,000	Southwest side exterior of Building 42	None	Removed 1998/ JREZ93-0042	1998
AST-043-01 Used oil	15,000	Northwest of Building 43	None	Removed 1997/ JREZ 93-0042	1997
AST-043-02 Used oil	15,000	Northwest of Building 43	None	Removed 1997/ JREZ 93-0042	1997
AST-043-03 Used oil	15,000	Northwest of Building 43	None	Removed 1997/ JREZ 93-0042	1997
AST-043-04 Used oil	15,000	Northwest of Building 43	None	Removed 1997/ JREZ 93-0042	1997

Tank Number/ Contents	Tank Capacity (gallons)	Location	Releases/ NYSDEC Spill Number /Status	Tank Status/Removal Project Number	Tank Closure Date (1)
AST-043-05 Unleaded	2,000	Relocated to Airfield	None	Removed. Currently located on Airfield	2005
AST-043-06 Diesel	2,000	Located on Airfield	None	Removed. Currently located on Airfield	2005
UST-043-01 Diesel (ST-26)	10,000	Northwest of Building 43	None	Removed 2000/ JREZ99-6020	2000
UST-043-02 Diesel (ST-26)	10,000	Northwest of Building 43	None	Removed 2000/ JREZ99-6020	2000
UST-043-03 Unleaded (ST-26)	10,000	Northwest of Building 43	Spill #9313076 OPEN(2)	Removed 2000/ JREZ99-6020	2000
UST-043-04 Unleaded (ST-26)	10,000	Northwest of Building 43	None	Removed 2000/ JREZ99-6020	2000
UST-043-05 Unleaded (ST-26)	10,000	Northwest of Building 43	Spill #86098166 Closed 7/19/99	Removed 2000/ JREZ99-6020	2000
UST-043-06 Deicing Fluid	25,000	Northwest of Building 43	None	Active	N/A
UST-043-07 Deicing Fluid	30,000	Northwest of Building 43	None	Active	N/A
AST-047-01 AFFF	2,000	Inside Building 47. Southwest end	None	Active	N/A
AST-047-02 AFFF	2,000	Inside Building 47. Southwest end	None	Active	N/A
UST-047 Wastewater	20,000	Northeast of Building 47	None	Active (associated with WW-047)	N/A
UST-133 Waste Oil associated with OWS-133 (ST-53)	4,000	South of Building 133	Spill # 9702171 OPEN(3) Spill # 9201395 Closed 3/11/99	Removed 1997/ 96-0020	1997

Tank Number/ Contents	Tank Capacity (gallons)	Location	Releases/ NYSDEC Spill Number /Status	Tank Status/Removal Project Number	Tank Closure Date (1)
AST-137-01 Unleaded	275	South of Building 123	None	Removed 1991	1991
AST-137-02 Unleaded	40	South of Building 123	None	Removed 1991	1991
UST-137 Gasoline	275	South of Building 123	None	Removed 1988/ 900146	1988
OST-145	10,000	North of Former Building 145	N/A	Empty	N/A

(1) All tanks listed as Closed in Place or with a closure date on the above table have been removed from the Griffiss AFB Major Oil Storage Facility license.
(2) See paragraph "ST-26, Building 43 Refueling Station"; spill number 9313076 will be closed once the bioremediation documentation is accepted.
(3) See paragraph "ST-53, Building 133 Storage Vault"; spill number 9702171 will be closed once the bioremediation documentation is accepted.
(4) SS065 OWS-015-01 and UST-015-03: Access to the subsurface soils will be restricted until remediation goals are achieved.

EXHIBIT G

Oil/Water Separators (OWS)

OWS Number	Location	Releases/Spill Number/Status	OWS Status/Removal Project Number	OWS Closure Date
OWS-015-01	North side of Building 15 (1,000 gal) Floor drains - AFFF	NYSDEC Spill # 9709366 OPEN*	Removed 1997/ JREZ960020	1997
OWS-015-02	Parking lot north of Building 15 (1,000 gal), diked area and purge pad	NYSDEC Spill # 9709366 OPEN*	Removed 1999/ JREZ960020	1999
OWS-042	Inside Building 42 (625 gal) Lab sink	None	Removed 1997	1997
OWS-043-01 (ST-26)	South of Building 43 Pump island area drain	NYSDEC Spill # 9204543 OPEN[(1)]	Removed 2000/ JREZ990020	2000
OWS-043-02 (ST-26)	South of Building 43 Pump island area drain - Replaced OWS-043-01	NYSDEC Spill # 9204543 OPEN[(1)]	In-place	Active
OWS-123	Inside Building 123 Wash down sink	None	Removed 1991	1991
OWS-133 (ST-53)	Inside Building 133 Former floor drains and gun cleaning sink	NYSDEC Spill # 9201395 Closed 3/11/99	Removed 2000/ JREZ99-6020	2000

[(1)] See paragraph "ST-26, Building 43 Refueling Station"; spill number #9204543 will be closed once the bioremediation documentation is accepted.

EXHIBIT H

Wastewater Systems

ID Number	Description	Status
GT-123-02	Former Food Preparation Area	Operational
GT-123-03	Former Food Preparation Area	Removed
GT-123-04	Former Food Preparation Area	Removed
GT-123-05	Former Food Preparation Area	Removed
GT-123-06	Former Food Preparation Area	Removed
SPT-145	Tank and drain field	Removed during the demolition of Building 145

GRI-EDC-2000-001-D-23
Parcel F-6B-1A
(Hanger Road)
Oneida County Industrial Development Agency

6.38 Acres

GRI-EDC-2000-001-D-23
Parcel F-6B-1A
(Hanger Road)
6.38 Acres

560

SAUNDERS KAHLER, L.L.P.
ATTORNEYS AT LAW
SUITE 1400
185 GENESEE STREET
UTICA, NY 13501-2194

2010360528 Clerk: GA

2010-014108
09/23/2010 02:32:55 PM
DEED
9 Pages
Sandra J. DePerno, Oneida County Clerk

QUITCLAIM DEED

I. PARTIES

THIS DEED is made and entered into this 17th day of May, 2010, by and between **THE UNITED STATES OF AMERICA** (the "Grantor"), acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder, and the **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY ("OCIDA")**, an instrumentality and public benefit corporation created under the laws of the State of New York (the "Grantee"). (Unless the context otherwise specifically states, when used in this Deed, "Grantor" includes the assigns of the Grantor and "Grantee" includes the successors and assigns of the Grantee.)

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) in hand paid by the Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, has remised, released, and deeded, and by these presents does remise, release, and quitclaim unto the Grantee, whose post office address is 153 Brooks Road, Rome New York 13441-4105, all the right, title, interest, claim, and demand that the Grantor has in and to the real property, situated, lying, and being in the City of Rome, County of Oneida, and State of New York, consisting of approximately 6.381 acres of land, more or less, more particularly described as follows:

ALL THAT TRACT, PIECE OR PARCEL OF LAND, situated in the City of Rome, Town of Floyd, County of Oneida and State of New York, being

designated as Parcel F6B-1A, Lands of the United States of America, bounded and described as follows:

Beginning at a point standing on the Southerly boundary of lands conveyed by The United States of America to Oneida County (Parcel A1A) as described in a New York Quitclaim Deed recorded in the Oneida County Clerk's office as instrument number 2004-014061, said point is designated as DR-12 is shown on a survey map entitled "Property Map Showing Lands To Be Conveyed By Public Benefit Conveyance to The City of Rome, Town of Floyd, County of Oneida, State of New York"; made by Michael P. Waters, P.L.S. No. 50027, dated April 30, 2004, said point measured respectively the following courses and distances from a capped iron rod stamped AFRL-31 located at the intersection of the division line between Parcel A1A on the East and lands designated as AFRL Site Parcel Number 4 on the West N88°21'56"E 590.52 feet to a point designated as DR-15, N02°41'00"W 135.84 feet to a point designated as DR-14, N88°14'20"E 268.23 feet to a point designated as DR-13, S02°41'00"E 203.98 feet to the **point of beginning**;

Thence from the point of beginning through the lands of The United States of America the following seven (7) courses and distances:
Thence S88°03'02"W 288.16 feet to a point;
Thence S01°41'32"E 239.91 feet to a point;
Thence N88°18'28"E 821.04 feet to a point on a curve;
Thence 153.55 feet Easterly along a curve to the right having a radius of 800.00 feet, a chord length of 153.31 feet and a chord direction of S51°45'37"E to a point of tangency;
Thence S46°15'43"E 196.90 feet to a point of curvature;
Thence 274.87 feet Easterly along a curve to the left having a radius of 2050.00 feet, a chord length of 274.66 feet and a chord direction of S50°06'11"E to a point of tangency;
Thence S53°56'39"E 192.69 feet to a point standing on the northerly boundary of lands conveyed by The United States of America to the Oneida County Industrial Development Agency (aka OCIDA) now or formerly by quitclaim deed dated 21 March 2000 and recorded in the Oneida County Clerks office in Liber 2929 of Deeds at Page 191;
Thence N88°09'43"E 69.34 feet along the northerly boundary of OCIDA to a point on a curve;
Thence 81.51 feet easterly along a curve to the right having a radius of 226.97 feet, a chord length of 81.07 feet and a chord direction of S84°06'34"E to a point standing on the Southerly boundary of Parcel A1A, said point designated as A1A-78;
Thence N49°12'22"W 772.93 feet along the Southerly boundary of Parcel A1A to a point on a curve designated as DR-10;
Thence 714.66 feet Westerly along a curve to the left having a radius of 902.04 feet, a chord length of 696.11 feet and a chord direction of N68°57'31"W to a point designated as DR-11;

Thence S88°03'17"W 84.08 feet continuing along the Southerly boundary of Parcel A1A to the point and place of beginning.
The above described parcel containing 6.381 acres of land, more or less.

A survey plat of the real property is set forth on Exhibit A to this Deed.

III. APPURTENANCES

TOGETHER WITH all the buildings and improvements erected thereon, except for monitoring wells, treatment wells, and treatment facilities and related piping, if any, 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.

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

V. CONDITION

A. The Grantee agrees to accept conveyance of the Property subject to all covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, privileges, benefits, 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 express or implied, on the part of the Grantor, or otherwise provided for by law or in equity, regarding such condition and state of repair, (other than that contained in sections V and VI of this 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. OTHER COVENANTS AND NOTICES

A. Asbestos-Containing Materials ("ACM"). The Grantee is warned that the Property may contain current and former improvement, 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 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 (or potential release) under the federal Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.). 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 this paragraph. 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 property 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.

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 property 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 the right, in its sole discretion, to undertake an investigation and conduct any remedial action that it determines is necessary.

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. 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. pt. 77 entitled "Objects Affecting Navigable Airspace," 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.

VII. MISCELLANEOUS

Except for any personal covenant, each covenant of this Deed, including any that benefits a third party, shall inure to the benefit of the Grantor and such third party; shall be binding upon the Grantee; shall be deemed to touch and concern the land; and shall run with the land.

VIII. LIST OF EXHIBITS

The following exhibit is attached to and made a part of this Deed:

Exhibit A – Survey Plat

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

THE UNITED STATES OF AMERICA
by the Secretary of the Air Force

By: _____
STEPHEN G. TERMAATH
Chief, BRAC Program Management
Air Force Real Property Agency

Witness: _____

Witness: _____

State of Texas

ss.

County of Bexar:

This instrument was acknowledged before me on the 17 day of May, 2010, by STEPHEN G. TERMAATH, Chief of BRAC Program Management, Air Force Real Property Agency.

MELISA WALKER HOLLEY
MY COMMISSION EXPIRES
November 2, 2012

_____
Notary Public, State of Texas
My Commission Expires: November 2, 2012

(seal)

RECEIVED
SEP 23 2010
Rome Agency Office

RECEIVED
2010 SEP 23 AM 10:20
CITY CLERK'S OFFICE
ROME, NY

Acceptance

The Grantee hereby accepts this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE: September 22, 2010

ONEIDA COUNTY INDUSTRAL DEVELOPMENT AGENCY

By: David C. Grow

Name: David C. Grow

Title: Chairman

Attest:

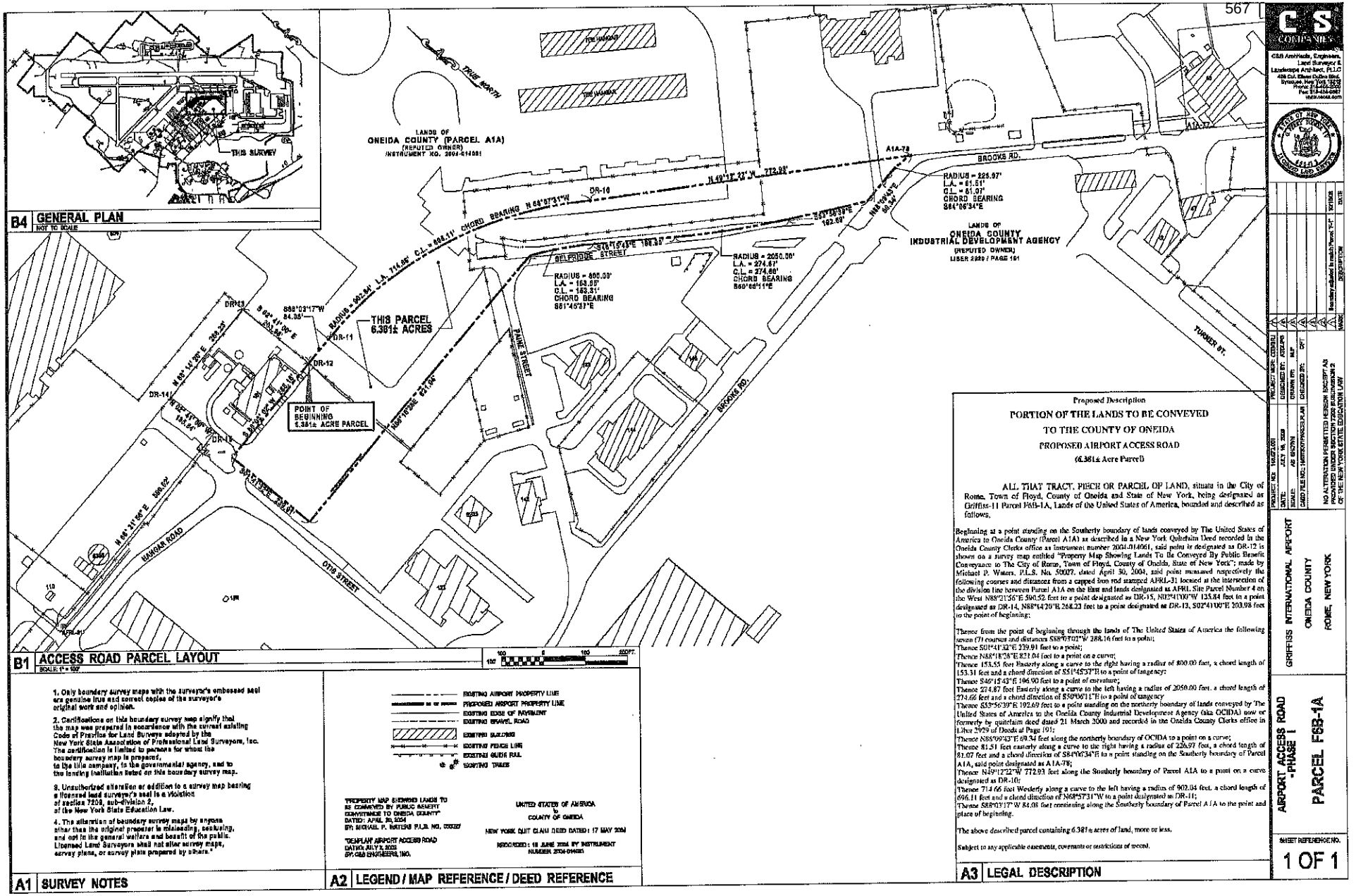
[signature] ASSISTANT SECRETARY
(Name and Title or Position)

STATE OF New York)
COUNTY OF Oneida)

This document was acknowledged before me on the 22 day of September 2010, by David C. Grow, Chairman of Oneida County IDA

[signature]
Notary Public, State of New York
My Commission Expires: 8/1/2014

LAURA S. RUBERTO
Notary Public, State of New York
Appointed in Oneida County
Commission Expires [illegible]


B4 GENERAL PLAN
NOT TO SCALE
THIS SURVEY
LANDS OF
ONEIDA COUNTY (PARCEL A1A)
(REPUTED OWNER)
INSTRUMENT NO. 2004-014061
TRUE NORTH
TIDE HARBOR
BROOKS RD.
A1A-78
A1A-77
RADIUS = 826.97'
L.A. = 81.51'
C.L. = 81.07'
CHORD BEARING
S64°06'34"E
DR-10
N 49°12' 22" W 772.93'
LANDS OF
ONEIDA COUNTY
INDUSTRIAL DEVELOPMENT AGENCY
(REPUTED OWNER)
LIBER 2929 / PAGE 191
RADIUS = 2050.00'
L.A. = 274.41'
C.L. = 274.60'
CHORD BEARING
S69°56'11"E
RADIUS = 800.00'
L.A. = 153.55'
C.L. = 153.31'
CHORD BEARING
S51°45'37"E
S46°15'43"E 196.90'
BELRIDGE STREET
S43°15'43"E 199.37'
THIS PARCEL
6.381± ACRES
POINT OF
BEGINNING
6.381± ACRE PARCEL
PAINE STREET
TURNER ST.
BROOKS RD.
HANGAR ROAD
OTIS STREET
DR-11
DR-12
DR-13
DR-14
DR-15
AFRL-31
B1 ACCESS ROAD PARCEL LAYOUT
SCALE: 1" = 100'
100 0 100 200FT.
1. Only boundary survey maps with the surveyor's embossed seal are genuine true and correct copies of the surveyor's original work and opinion.
2. Certifications on this boundary survey map signify that the map was prepared in accordance with the current existing Code of Practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors, Inc. The certification is limited to persons for whom the boundary survey map is prepared, to the title company, to the governmental agency, and to the lending institution listed on this boundary survey map.
3. Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub-division 2, of the New York State Education Law.
4. The alteration of boundary survey maps by anyone other than the original preparer is misleading, confusing, and not in the general welfare and benefit of the public. Licensed Land Surveyors shall not alter survey maps, survey plans, or survey plats prepared by others."
A1 SURVEY NOTES
EXISTING AIRPORT PROPERTY LINE
PROPOSED AIRPORT PROPERTY LINE
EXISTING EDGE OF PAVEMENT
EXISTING GRAVEL ROAD
EXISTING BUILDING
EXISTING FENCE LINE
EXISTING GUIDE RAIL
EXISTING TREES
"PROPERTY MAP SHOWING LANDS TO BE CONVEYED BY PUBLIC BENEFIT CONVEYANCE TO ONEIDA COUNTY" DATED: APRIL 20, 2004 BY: MICHAEL P. WATERS P.L.S. NO. 050027
"DEMPLAN AIRPORT ACCESS ROAD DATED: JULY 2, 2003 BY: C&S ENGINEERS, INC.
UNITED STATES OF AMERICA TO COUNTY OF ONEIDA
NEW YORK QUIT CLAIM DEED DATED: 17 MAY 2004
RECORDED: 18 JUNE 2004 BY INSTRUMENT NUMBER 2004-014061
A2 LEGEND / MAP REFERENCE / DEED REFERENCE
Proposed Description
PORTION OF THE LANDS TO BE CONVEYED
TO THE COUNTY OF ONEIDA
PROPOSED AIRPORT ACCESS ROAD
(6.381± Acre Parcel)
ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate in the City of Rome, Town of Floyd, County of Oneida and State of New York, being designated as Griffiss-11 Parcel F6B-1A, Lands of the United States of America, bounded and described as follows,
Beginning at a point standing on the Southerly boundary of lands conveyed by The United States of America to Oneida County (Parcel A1A) as described in a New York Quitclaim Deed recorded in the Oneida County Clerks office as instrument number 2004-014061, said point is designated as DR-12 is shown on a survey map entitled "Property Map Showing Lands To Be Conveyed By Public Benefit Conveyance to The City of Rome, Town of Floyd, County of Oneida, State of New York"; made by Michael P. Waters, P.L.S. No. 50027, dated April 30, 2004, said point measured respectively the following courses and distances from a capped iron rod stamped AFRL-31 located at the intersection of the division line between Parcel A1A on the East and lands designated as AFRL Site Parcel Number 4 on the West N88°21'56"E 860.52 feet to a point designated as DR-15, N02°41'00"W 135.84 feet to a point designated as DR-14, N88°14'20"E 268.23 feet to a point designated as DR-13, S02°41'00"E 203.98 feet to the point of beginning;
Thence from the point of beginning through the lands of The United States of America the following seven (7) courses and distances S88°03'07"W 288.16 feet to a point;
Thence S01°41'32"E 259.91 feet to a point;
Thence N88°18'28"E 821.04 feet to a point on a curve;
Thence 153.55 feet Easterly along a curve to the right having a radius of 800.00 feet, a chord length of 153.31 feet and a chord direction of S51°45'37"E to a point of tangency;
Thence S46°15'43"E 196.90 feet to a point of curvature;
Thence 274.87 feet Easterly along a curve to the left having a radius of 2050.00 feet, a chord length of 274.66 feet and a chord direction of S50°01'17"E to a point of tangency
Thence S53°56'39"E 192.69 feet to a point standing on the northerly boundary of lands conveyed by The United States of America to the Oneida County Industrial Development Agency (aka OCIDA) now or formerly by quitclaim deed dated 21 March 2000 and recorded in the Oneida County Clerks office in Liber 2929 of Deeds at Page 191;
Thence N85°59'43"E 69.34 feet along the northerly boundary of OCIDA to a point on a curve;
Thence 81.51 feet easterly along a curve to the right having a radius of 226.97 feet, a chord length of 81.07 feet and a chord direction of S84°06'34"E to a point standing on the Southerly boundary of Parcel A1A, said point designated as A1A-78;
Thence N49°12'22"W 772.93 feet along the Southerly boundary of Parcel A1A to a point on a curve designated as DR-10;
Thence 714.66 feet Westerly along a curve to the left having a radius of 902.04 feet, a chord length of 696.11 feet and a chord direction of N68°57'31"W to a point designated as DR-11;
Thence S88°03'17"W 84.08 feet continuing along the Southerly boundary of Parcel A1A to the point and place of beginning.
The above described parcel containing 6.381± acres of land, more or less.
Subject to any applicable easements, covenants or restrictions of record.
A3 LEGAL DESCRIPTION
C&S COMPANIES
C&S Architects, Engineers, Land Surveyors & Landscape Architect, P.L.L.C.
499 Col. Eileen O'Grady Blvd. Syracuse, New York 13212
Phone: 315-455-2000
Fax: 315-454-3667
www.cscos.com
STATE OF NEW YORK
LICENSED LAND SURVEYOR
049013
PROJECT MGR: CDS/BLJ
DESIGNED BY: AJD/JPS
DRAWN BY: MJF
CHECKED BY: DPT
DATE: JULY 16, 2004
SCALE: AS SHOWN
CADD FILE NO.: HARRISON\PROGS\LAR
NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED FOR IN SECTION 7209 SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW
1 Boundary shifted to match Parcel "I-F" 10/19/05
NO. DESCRIPTION DATE
GRIFFISS INTERNATIONAL AIRPORT
ONEIDA COUNTY
ROME, NEW YORK
AIRPORT ACCESS ROAD - PHASE I
PARCEL F6B-1A
SHEET REFERENCE NO.
1 OF 1

GRI-EDC-2000-001-D-25
Parcel F6B-1B
Oneida County Industrial Development Agency

1.27 Acres

After recordation please send a copy of recorded deed to:
AFRPA/RETB
2261 Hughes Avenue, Ste 121
Lackland AFB, TX 78236-9821

QUITCLAIM DEED

I. PARTIES

THIS QUITCLAIM DEED is made and entered into July 27, 2012, (the "Effective Date") by and between **THE UNITED STATES OF AMERICA** (the "Grantor"), acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder, and the **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY,** an instrumentality and public benefit corporation created under the laws of the State of New York (the "Grantee"). Unless the context otherwise specifically states, when used in this Deed, "Grantor" includes the assigns of the Grantor and "Grantee" includes the successors and assigns of the Grantee.

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) in hand paid by the Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, has remised, released, and deeded, and by these presents does remise, release, and quitclaim unto the Grantee, whose post office address is 584 Phoenix Drive, Rome, NY 13441, all the right, title, interest, claim, and demand that the Grantor has in and to the real property, situated, lying, and being in the City of Rome, County of Oneida, and State of New York, consisting of Parcel F6B-1b, approximately 1.270 acres of land, more or less, more particularly described in the legal description attached hereto and made a part hereof as **Exhibit A**.

III. APPURTENANCES

TOGETHER WITH all the buildings and improvements erected thereon, except for

monitoring wells, treatment wells, and treatment facilities and related piping, if any, and all and singular the tenements, hereditaments, appurtenances, and improvements hereunto belonging, or in any wise appertaining thereto (together with the real property described, on **Exhibit A**, the "Property".

IV. EXCEPTIONS

None

V. RESERVATIONS

The Grantor reserves a perpetual and assignable easement and right of access to the Property (including the right of access to, and use of, utilities at reasonable cost to the Grantor). This reservation and right of access also is extended to the United States Environmental Agency ("EPA") and the State of New York (the "State") for the purposes stated below and any purposes consistent with the Installation Restoration Program ("IRP") of the Grantor or the Federal Facility Agreement ("FFA"):

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

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

3. To conduct any test or survey required by the EPA or the State related to the implementation of the IRP or FFA, 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; and

5. To monitor compliance with any environmental restrictive covenants in this Deed and the effectiveness of any other land use or institutional control.

VI. CONDITION

A. The Grantee shall accept the 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 shall accept the Property "as is, where is" without any representation, promise, agreement, or warranty, whether express or implied, on the part of the Grantor, or regarding the making of any alternations improvements, repairs or additions. The Grantor shall have no liability for any latent or patent defects in the Property, except to the extent provided in

this Deed, applicable federal law or state law for which Grantor has expressly waived its sovereign immunity.

VII. Not Applicable

VIII. Not Applicable

IX. COVENANTS AND NOTICES

A. Petroleum Product and Derivatives Site. There is one (1) former Petroleum Oil and Lubricant Site (POL-100-2) located on the Property. A portion of POL-100-2 ran north along the east side of Otis Street and south and east of Building 131, see IRP site ST-51 as identified on the map attached hereto and made a part hereof as **Exhibit B,** POL-100-02 was deactivated in the 1960s and sampled and closed in place under project JREZ96-7005 in 1997. The Air Force has evaluated the risks associated with this site and has determined that the Property can be used pursuant to this Deed with acceptable risk to human health or the environment and without interference with the environmental restoration process.

B. Military Munitions: Unexploded Ordnance (UXO), Discarded Military Munitions (DMM), Waste Military Munitions (WMM), Explosive Soils, Explosive Debris, and/or Munitions Constituents (MC). The risk associated with the possible presence of unexploded ordnance remaining on the Property has been investigated by the United States Army Corps of Engineers (USACE/Huntsville) and documented in the Archives Search Report – Recommendations and Findings (ASR), dated November 1997. Eleven (11) former munitions related sites at the former Griffiss AFB, NY were identified for further investigation as a result of the ASR. None of these 11 sites are located on the Property. The Air Force conducted clearing operations on the 11 sites in the summer of 1998 and the results were documented in a final report dated October 30, 1998. While not likely, it is possible that UXO, DMM, WMM, explosive soils, explosive debris and/or MC, not previously identified in the ASR may be present on the Property. The Grantee shall use care when performing ground-disturbing activities on the Property. Should any UXO, DMM, WMM, explosive soils, explosive debris or MC be discovered on the Property, the Grantee shall immediately cease work and notify the Grantor whereupon the Grantor promptly shall remove and properly dispose of such ordnance or ordnance-related material, at no expense to Grantee, provided such removal is expressly required by applicable federal laws or applicable state laws for which the Grantor has expressly waived its sovereign immunity.

C. Asbestos-Containing Materials (ACM). The Property may contain current and former improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain ACM. The Grantee shall comply, with all federal, state, and local laws relating to ACM. The Grantee shall use due care during Property development activities that may uncover pipelines or other buried ACM. The Grantee shall notify the Grantor promptly of any potentially friable ACM that constitutes a release (or potential release) under CERCLA (42 U.S.C. § 9601 et seq.). The Grantor's responsibility under this Deed for friable ACM is limited to friable ACM in demolition debris associated with past Grantor activities and is limited to the actions, if any, to be taken in accordance with the covenant contained in this paragraph. The

Grantor will not be responsible for removing or responding to ACM in or on utility pipelines. The Grantor shall have no liability for property damage or, 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 which occurs after the date of this Deed and causes or leads to contact of any kind whatsoever with ACM on the Property.

E. Lead-Based Paint (LBP) Materials and Debris

1. LBP was commonly used prior to 1978 and may be located on the Property. The Grantee shall exercise caution during any use of the Property that may result in exposure to LBP.

2. The Grantee shall be solely responsible for managing LBP, including LBP in soils, in accordance with all applicable federal, state, and local laws and regulations. The Grantor shall have no liability for property damage or 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 which occurs after the date of this Deed involving LBP on the Property. The Grantee shall notify the Grantor promptly of any discovery of LBP in soils that appears to be the result of past Grantor activities and that is found at concentrations that may require remediation. The Grantor hereby reserves the right, in its sole discretion, to undertake an investigation and conduct any remedial action for which it is responsible under federal law that it determines is necessary.

F. Indoor Air Quality: The indoor air quality within Building 131 is assumed to be very poor because of extensive water infiltration from roof leaks.

G. Wastewater. Building 131 is connected to a publicly-operated or owned sanitary sewer system. After the date of this Deed the Grantee shall submit any required applications for discharges to the sanitary sewer system and for meeting all applicable discharge permit standards.

H. Solid Waste. At the former Griffiss AFB, solid wastes, to include municipal solid waste, are transported and disposed offsite at a permitted disposal facility. The Grantee shall secure all future disposal services and comply with all federal, state, and local laws relating to solid waste disposal.

I. Hazards to Air Navigation. Consistent with the Federal Aviation Act of 1958, any construction on, or alteration of, the Property must comply with 14 C.F.R.§77, "Safe, Efficient Use, and Preservation of the Navigable Airspace."

J. Non-Discrimination. The Grantee shall not discriminate on 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 requirement 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.

K. Pesticides. Registered pesticides have been applied to the Property and may continue to be present thereon. Where a pesticide was applied by the Grantor or at the Grantor's direction, to the best of the Grantor's knowledge, the pesticide was applied in accordance with its intended purpose and consistent with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA – 7 U.S.C. §136, et. seq.) and other applicable laws. If the acts or omissions of the Grantee cause a release of any such pesticide, the Grantee assumes all resulting responsibility and liability therefor as may be required under applicable law.

X. NOTICE ADDRESS:

Any notice required or permitted to be given to the Air Force pursuant to this Deed shall be given or served by personal delivery or by mailing the same by certified mail, postage prepaid, return receipt requested, addressed as follows:

Department of the Air Force
Deputy Assistant Secretary of the Air Force
(Installations)
1665 Air Force Pentagon
Washington, D.C. 20330-1665

With copies to:

Department of the Air Force
Attn: Chief Counsel, San Antonio Office of the
Deputy General Counsel (Environment & Installations)
Office of the Air Force General Counsel

Mailing Address:

2261 Hughes Ave., Suite 121
Lackland AFB, TX 78236-9821

Delivery Address:

3515 S. Gen McMullen, Door 2
San Antonio, TX 78226-1858

Department of the Air Force
Attn: Division Chief, AFRPA/BPM

Mailing Address:

2261 Hughes Ave., Suite 121
Lackland AFB, TX 78236-9821

Delivery Address:

3515 S. Gen McMullen, Door 2
San Antonio, TX 78226-1858

or to such other address or addresses as the Grantor may from time to time designate in the Real Property Records of Oneida County, New York.

XI. BINDING EFFECT AND BENEFIT

Each covenant of this Deed shall be deemed to touch and concern the land; and shall run with the land.

XII. EXHIBITS

The following exhibits are attached to and made a part of this Deed by this reference:

Exhibit A - Legal Description
Exhibit B - Map Petroleum/UST Site

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

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force

By: _____
STEPHEN G. TERMAATH
Chief, BRAC Program Management Division
Air Force Real Property Agency

Witness:

_____

STATE OF TEXAS)
)
COUNTY OF BEXAR)

This document was acknowledged before me this 27 day of July, 2012 by STEPHEN G. TERMAATH, Chief BRAC Program Management Division, Air Force Real Property Agency.

DEBRA L. SCHERR
My Commission Expires
June 16, 2015

(seal)

_____
Notary Public, State of Texas

My Commission Expires: June 16, 2015

ACCEPTANCE

The Grantee hereby accepts this Deed and agrees to be bound by all its terms and provisions, covenants, conditions, restrictions, and reservations contained in it.

DATE: September 27, 2012

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY,

By: _____
DAVID C. GROW
Chairman

Attest:

_____

STATE OF NEW YORK)
)
COUNTY OF ONEIDA)

This document was acknowledged before me on the 27th day of September 2012, by David C. Grow, Chairman of the Oneida County Industrial Development Agency

_____
Notary Public, State of New York

seal

My Commission Expires: 11/30/13

Joseph E. Saunders
NOTARY PUBLIC, State of New York
Appointed in Oneida County
License No. 02SA4745082
My Commission Expires: 11/30/2013

EXHIBIT A

LEGAL DESCRIPTION

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York as shown on a map entitled "Property Map Showing a Portion of Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel F6B-1b), City of Rome, County of Oneida, State of New York", made by Michael P. Waters, P.L.S. No. 50027, and dated November 19, 2011, which said tract, piece or parcel of land is more particularly bounded and described as follows:

Beginning at the intersection of the division line between the herein described parcel on the south and the lands of the County of Oneida (reputed owner) on the north with the proposed easterly street boundary of Otis Street; said point being easterly along said division line 584.23 feet from a capped iron rod found stamped "AFRL-33".

thence North 88° 21' 56" East along the last mentioned division line 6.21 feet to its intersection with the division line between the herein described parcel on the east and said lands of the County of Oneida (reputed owner) on the west;

thence North 02° 41' 00" West along said division line 135.84 feet to its intersection with the division line between the herein described parcel on the south and said lands of the County of Oneida (reputed owner) on the north;

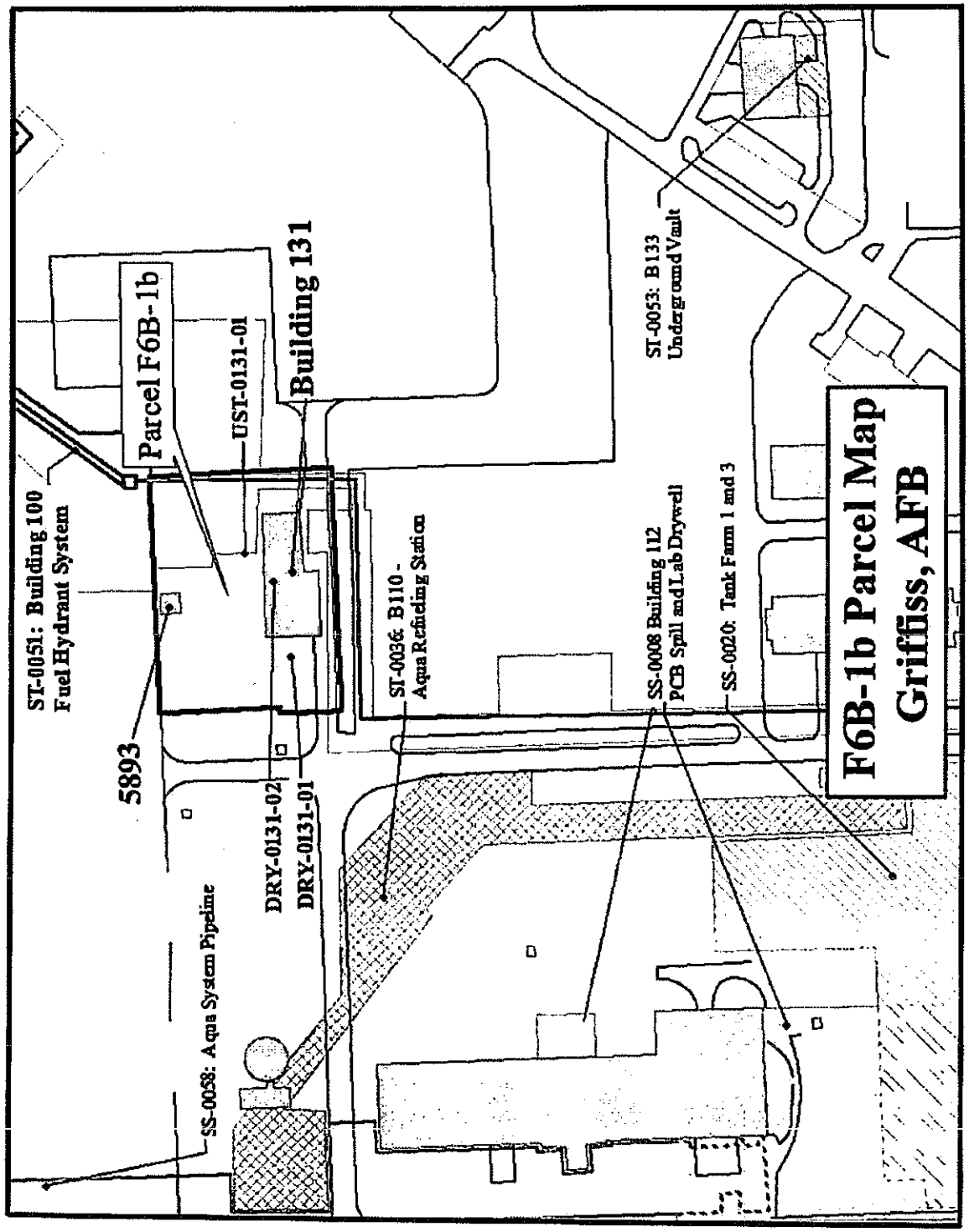
thence North 88° 14' 42" East along said division line 268.23 feet to its intersection with the division line between the herein described parcel on the west and said lands of the County of Oneida (reputed owner) on the east;

thence South 02° 41' 00" East along said division line 203.98 feet to its intersection with the division line between the herein described parcel on the north and said lands of the County of Oneida (reputed owner) on the south;

thence South 88° 03' 02" West along said division line 275.59 feet to its intersection with the aforementioned proposed easterly street boundary of Otis Street;

thence North 01° 44' 00" West along said proposed easterly street boundary of Otis Street 69.08 feet to the place of beginning, being 55,301.0 ± sq. ft. or 1.270 acres, more or less.

EXHIBIT B


F6B-1b Parcel Map
Griffiss, AFB
Parcel F6B-1b
Building 131
UST-0131-01
ST-0051: Building 100
Fuel Hydrant System
5893
DRY-0131-02
DRY-0131-01
SS-0058: Aqua System Pipeline
ST-0036: B110 -
Aqua Refueling Station
SS-0008 Building 112
PCB Spill and Lab Drywell
SS-0020: Tank Farm 1 and 3
ST-0053: B133
Underground Vault

GRI-EDC-2000-001-D-26
Parcels F6B (6&7),
F10C (2&3), F11B
Oneida County Industrial Development Agency

126.13 Acres

ONEIDA COUNTY – STATE OF NEW YORK
SANDRA J. DEPERNO COUNTY CLERK
800 PARK AVENUE, UTICA, NEW YORK 13501

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

RECEIPT NO. : 2012496325

Clerk: BB
Instr #: 2012-022145
Rec Date: 12/31/2012 11:25:13 AM
Doc Grp: RP
Descrip: DEED
Num Pgs: 61

Party1: UNITED STATES OF AMERICA
Party2: ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
Town: ROME

Recording:

Cover Page	20.00
Number of Pages	305.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
RP5217 - County	4.50
RP5217 - County Clerk	4.50
RP5217 All others - State	241.00
Sub Total:	600.00
Transfer Tax	
Transfer Tax	
Transfer Tax	0.00
Sub Total:	0.00
Total:	600.00

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

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

Transfer Tax# : 2530

Consideration: 0.00

Record and Return To:

AFRP/BPM
121 HUGHES AVE STE 121
LACKLAND AFB TX 78236-9821

After Recordation Please Send A Copy of Recorded Deed TO:
AFRPA/BPM
121 Hughes Avenue, Ste 121
Lackland AFB, TX 78236-9821

2012496325 Clerk: BB

2012-022145
12/31/2012 11:25:13 AM
DEED
61 Pages
Sandra J. DePerno, Oneida County Clerk

QUITCLAIM DEED

I. PARTIES

THIS QUITCLAIM DEED is made and entered into 29 OCT, 2012 (the "Effective Date"), by and between **THE UNITED STATES OF AMERICA**, acting by and through the Secretary of the Air Force (the "Grantor" or "Air Force"), under and pursuant to the powers and authority contained in the Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder, and the **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY** (the "Grantee"), an instrumentality and public benefit corporation created under the laws of the State of New York (the "State"). Unless the context otherwise specifically states, when used in this Deed, "Grantor" includes the assigns of the Grantor and "Grantee" includes the successors and assigns of the Grantee.

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) in hand paid by the Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, has remised, released, and deeded, and by these presents does remise, release, and quitclaim unto the Grantee, whose address for notice is 584 Phoenix Drive Rome, NY 13441, all the right, title, interest, claim, and demand that the Grantor has in and to the real property, situated, lying, and being in the City of Rome, County of Oneida, and State of New York, known as Parcels F11B, F6B-6, F6B-7, F10C-2 and F10C-3 and consisting of approximately 127 acres of land, more or less, which parcels are more particularly described in the legal description attached hereto as **Exhibit A,** and depicted on the map attached hereto as **Exhibit B**.

III. APPURTENANCES

TOGETHER WITH all the buildings and improvements erected thereon, (except for monitoring wells, treatment wells, and treatment facilities and related piping, if any), and all and singular the tenements, hereditaments, appurtenances, and improvements hereunto belonging, or in any wise appertaining thereto, together with the real property described on **Exhibit A**, (the "Property").

IV. EXCEPTIONS

None

V. RESERVATIONS

None, except as shown in Section VII below.

VI. CONDITION

A. The Grantee shall accept the 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 shall accept the Property "as is, where is" without any representation, promise, agreement, or warranty, whether express or implied (other than that contained in this Deed) or regarding the making of any alterations, improvements, repairs, or additions. The Grantor shall not be liable for any latent or patent defects in the Property, except to the extent provided in this Deed, applicable federal law or State law for which Grantor has expressly waived its sovereign immunity.

VII. NOTICE, DESCRIPTION, ASSURANCES, ACCESS RIGHTS, AND COVENANTS FOR SECTION 120(h)(3) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT ("CERCLA")(42 U.S.C. § 9620(h)(3)):

Consistent with Section 120(h)(3)(A) of CERCLA (42 U.S.C. § 9620(h)(3)(A)) Grantor provides the notices and covenants and retains the access rights stated below:

A. Notice pursuant to Section 120(h)(3)(A)(i)(I) and (II) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)):

Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of on the Property (as defined in Section 120(h)), is provided in **Exhibit C** (Stored) and **Exhibit D** (Hazardous Substances Released/Description Remedial Action Taken).

B. Description of Remedial Action Taken, if any, pursuant to Section 120(h)(3)(A)(i)(III) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(i)(III)):

Pursuant to Section 120(h)(3)(A)(i)(III) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(i)(III)), a description of the remedial action taken, if any, on the Property is provided in **Exhibit D** (Hazardous Substances Released/Description Remedial Action Taken). A Map of all the environmental sites is provided in **Exhibit E**.

C. Covenant pursuant to Section 120(h)(3)(A)(ii)(II) and (B) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(ii)(II) and (B)):

Pursuant to Section 120(h)(3)(A)(ii)(II) and (B) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(ii)(II) and (B)), the Grantor warrants that any additional remedial action found to be necessary after the date of this Deed shall be conducted by the Grantor.

D. Assurances pursuant to Section 120(h)(3)(C)(ii) of CERCLA (42 U.S.C. § 9620(h)(3)(C)(ii)):

Pursuant to Section 120(h) (3)(C)(ii) of CERCLA (42 U.S.C. § 9620(h)(3)(C)(ii)), the Grantor provides the following response action assurances:

1. Any necessary restrictions on the use of the Property to ensure the protection of human health and the environment are included in this Deed.

2. Any restrictions on use of the Property to ensure that required remedial investigations, response action, and oversight activities will not be disrupted are included in this Deed.

3. Grantor shall undertake all necessary response actions with respect to a release or threatened release of a hazardous substance present on the Property prior to the date of this Deed and for which Grantor is responsible under CERCLA. A remediation schedule of future actions required on the Property regarding hazardous substances is contained in **Exhibit G**. The Grantor shall coordinate its environmental remediation activities with any construction schedule or activities of the Grantee so as not to disrupt such schedule or activities unreasonably.

4. The Air Force, as the federal agency responsible for environmental cleanup of the Property, shall submit through its established budget channels to the Director of the Office of Management and Budget a request for funds that adequately addresses schedules for investigation and completion of all necessary response action. A budget request for the projects scheduled to be completed in 2012 has been submitted. Expenditure of any federal funds for such investigations or response actions is subject to congressional authorizations and appropriation of funds for such purposes.

E. Access Rights pursuant to Section 120(h)(3)(A)(iii) of CERCLA (42 U.S.C. § 9620(h)(3)(A)(iii)):

1. The Grantor retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which a response action is found to be necessary on the part of the Grantor, without regard to whether such response action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test pitting, installing monitoring or pumping wells or other treatment facilities, response action, response action, or any other action necessary for the Grantor to comply with its obligations in this Deed. Such easement and right of access shall be binding on the Grantee and run with the land.

2. In exercising such easement and right of access, the Grantor shall provide the Grantee with reasonable notice of its intent to enter upon the Property and exercise its rights under this Deed, which notice may be severely curtailed or even eliminated in emergency situations. The Grantor shall use reasonable means to avoid and to minimize interference with the Grantee's quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored by the Grantor. 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 Grantor. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee for the exercise of the easement and right of access hereby retained and reserved by the Grantor.

3. In exercising such easement and right of access, the Grantee shall not have any claim at law or equity against the Grantor or any officer or employee of the Grantor based on actions taken by the Grantor or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this Deed; provided, however, that nothing in this subparagraph shall be considered as a waiver by the Grantee of any remedy available to it under the Federal Tort Claims Act.

VIII. RELATED COVENANTS

A. State Access to Property. The right of access reserved to the Grantor in subparagraph **VII.E** above may be exercised by agencies of the Grantor, including, but not 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.E** 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.

B. When all response actions necessary to protect human health and the environment with respect to any hazardous substance remaining on the Property before the date of this Deed have been taken, the Grantor shall execute and deliver to the Grantee in recordable form, an appropriate document amending this Deed to provide a warranty considered to satisfy the requirement of Section 120(h)(3)(A)(ii)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA, 42 U.S.C. § 9620(h)(3)(A)(ii)(I)) that all such response actions have been taken. The "appropriate document" will not affect or alter conveyance of title under this Deed, but will provide that (1) the assurances of Grantor under Section 120(h)(3)(C)(ii) of CERCLA are replaced with the warranty of Grantor under Section 120(h)(3)(C)(iii) of CERCLA, thus satisfying Section 120(h)(3)(A)(ii)(I) of CERCLA; and (2) the environmental restrictive covenants set forth in this Deed are released and/or modified, as applicable, based on the completion of the response activities described in the preceding sentence.

IX. ENVIRONMENTAL RESTRICTIVE COVENANTS

A. Remedy Protection. The Grantee shall not engage in, or allow others to engage in, activities that will disturb, move, damage, tamper with, interfere with any wells, operating remedial system, or infrastructure associated with such wells or remedial system located on the Property or with the Grantor's operation and maintenance, monitoring, or other measures necessary to assure the effectiveness and integrity of any remedial action performed pursuant to CERCLA to address environmental contamination on the Property.

B. Groundwater Use. The Grantee shall not extract, utilize, consume, or permit others to extract, utilize, or consume any water from the subsurface aquifer within the boundaries of the Property unless such owner or occupant obtains the prior written approval from the NYSDOH.

C. Land Use Restriction. The Grantee shall not develop or use the portions of the Property identified in **Exhibit F** for residential housing, elementary or secondary schools, childcare facilities, or playgrounds unless prior written approval is received from the Air Force, USEPA, and NYSDEC.

D. Digging Restriction. With respect to any excavations in the portions of the Property identified in **Exhibit F,** the Grantee shall restrict access to and prohibit contact with all subsurface soils and groundwater at or below the groundwater interface until cleanup goals are achieved and have been confirmed through sample results as defined in the applicable Record of Decision(s) and pursuant to the joint Environmental Protection Agency/Department of Defense Guidance on Streamlined Site Closeout and National Priority List Deletion Process.

E. Landfill Restriction. For the portion of the Property identified in **Exhibit E** (Landfill sites LF-07(Landfill 5) and LF-09 (Landfill 6)), the Grantee shall not allow vehicular traffic, digging, or ground-disturbing work within the restricted landfill boundary that may impact the effectiveness or integrity of the landfill closure and cap. The Grantor shall maintain the landfill cap and the signs warning of the restrictions and prohibitions on the boundary of the landfills.

F. Construction Restriction. With respect to risks that may be posed by indoor air contamination from chemicals volatized from groundwater (vapor intrusion) in the portions of the Property identified in **Exhibit F** as SD-52-01 On Base Groundwater Contamination Apron 2 Operable Unit, SD-52-05 Building 817/WSA On Base Groundwater, SD-52-04 Landfill 6 On-Base Groundwater Contamination and SS-62 AOC-9 Weapons Storage Area Landfill, respectively, the Grantee shall conduct either (a) construction of new buildings within the sites in a manner that will mitigate unacceptable risk under CERCLA and the NCP; or (b) an evaluation of the potential for unacceptable risk prior to the erection of any structure in the Groundwater Restriction Area identified in **Exhibit F**. If an evaluation discloses unacceptable risk under CERCLA and the NCP, then the Grantee shall include mitigation of the vapor intrusion in the

design/construction of the structure. Grantee shall provide any such evaluation to, and coordinate any such mitigation with, the USEPA and NYSDEC.

The slabs of Buildings 785 and 786 shall not be compromised without the prior written approval of USEPA, NYSDEC and the Air Force.

Building 817 shall not be occupied until the activities described in either (a) or (b) above are completed. As used in this Deed, "occupied" means the building is used and there is human occupation of it with regularity (e.g. persons present the same day of the week, for approximately the same number of hours). Incidental use of the building, such as for storage of materials, that necessitates intermittent visits by individuals who will not remain in the building after delivery or retrieval of such materials, will not constitute occupancy. The Grantee may demolish Buildings 785, 786, and 817 at its discretion.

G. The restrictions stated in Section IX.A through F above shall be maintained until the concentrations of hazardous substances in the groundwater are at levels which support unrestricted use and exposure, as determined by, and in coordination with, USEPA, NYSDEC and the Air Force. The prior written approval of USEPA and NYSDEC shall be required to modify or terminate any of the land use restrictions set forth in this Section IX or to take any actions that may disrupt the effectiveness of or alter or negate the need for institutional controls included in such restrictions.

H. The environmental restrictive covenants set forth in this Section IX shall run with the land and may be enforced by Grantor or the State through the chain of title. The Grantee shall insert all of this Section IX in any legal instrument which conveys an interest in the Property to another party, including deeds and leases.

I. Release of Environmental Restrictive Covenant(s).

1. The Grantee may request from 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 IX, subject to the notification and concurrence or approval of NYDEC and USEPA Region 2. In the event the request of the Grantee for modification or release is approved by the Air Force, NYDEC, and USEPA Region 2, the Grantor shall modify or release the covenant (the "Covenant Release"). All costs associated with the Covenant Release shall be the sole responsibility of the Grantee, without any cost whatsoever to the Grantor. The Grantor shall deliver the Covenant Release to the Grantee in recordable form.

2. In the event that the environmental restrictive covenants contained in this Section IX are no longer necessary, the Grantor shall record a document modifying or removing such covenants, as appropriate.

X. OTHER COVENANTS AND NOTICES

A. Asbestos-Containing Materials ("ACM"). 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 shall comply with all applicable federal, State, and local laws relating to ACM. The Grantee shall use due care during Property development activities that may uncover pipelines or other buried ACM. The Grantee shall notify the Grantor promptly of any potentially friable ACM that constitutes a release (or potential release) under CERCLA (42 U.S. C. §9601 et. seq.). The Grantor's responsibility under this Deed for friable ACM is limited to friable ACM in demolition debris associated with past Grantor activities and is limited to the actions, if any, to be taken in accordance with the covenant contained in this paragraph. The Grantor will not be responsible for removing or responding to ACM in or on utility pipelines. The Grantor shall have no liability for property damage or 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 which occurs after the Effective Date and causes or leads to contact of any kind whatsoever with ACM on the Property.

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

1. LBP was commonly used prior to 1978 and may be located on the Property. The Grantee shall exercise caution during any use of the Property that may result in exposure to LBP.

2. The Grantee shall be solely responsible for managing LBP, including LBP in soils, in accordance with all applicable federal, State, and local laws and regulations. The Grantor shall have no liability for property damage or 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 which occurs after the Effective Date involving LBP on the Property. The Grantee shall notify the Grantor promptly of any discovery of LBP in soils that appears to be the result of past Grantor activities and that is found at concentrations that may require remediation. The Grantor hereby reserves the right, in its sole discretion, to undertake an investigation and conduct any remedial action for which it is responsible under federal laws that it determines is necessary.

C. Storm Sewer Systems (Wastewater). The Grantee shall comply with all applicable wastewater discharge permit standards if the WW-0817 Wastewater System, located on the Property, is placed back into operation.

D. Drinking Water. Drinking water on the Property is supplied from a municipal source. Due to low usage and the extended supply line to Parcels F10C-2 and F10C-3, the Grantee shall sample the water as necessary to ensure the chlorine content and potability of the water meets applicable federal State, and local drinking water standards.

E. Solid Waste Management. The Grantee shall manage solid waste on the Property in accordance with NYSDEC Solid Waste Regulations and all other applicable laws and regulations.

F. Petroleum Products and Derivatives. Petroleum contaminated sites are present on a portion of the F6B-6 Property and are identified as SS066 Building 786 Jet Fuel Pipeline

(NYSDEC Spill #8910168), SS064 Apron 2 (NYSDEC Spill # 9713631) and SS068 USTs 7001-01-05 (NYSDEC Spill #9706957) in **Exhibit E**. On-going response action is being performed under the NYSDEC Spills Program. The Grantee covenants and agrees not to conduct any type of excavation, digging, drilling, utilization of groundwater, or other ground disturbing activity at the open spill sites listed above without prior written Air Force approval and Air Force coordination with applicable federal and State regulatory agencies.

G. Wetlands. The Property contains wetlands, as depicted on **Exhibit E**, which are protected under federal and State laws and regulations that, among other things, restrict activities involving 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 shall comply with all federal, State, and local laws minimizing the destruction, loss, or degradation of wetlands. Any development of any portion of the Property containing wetlands will be subject to Section 404 of the Clean Water Act of 1977 as amended, and any State provisions. For purposes of this provision, development includes new structures, facilities, draining, dredging, channeling, filling, diking, impounding, and related activities.

H. 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 potential presence of ordnance and ordnance-related material on the Property exists. The Grantee shall 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 whereupon the Grantor promptly shall remove and properly dispose of such ordnance or ordnance-related material, at no expense to Grantee, provided such removal is expressly required by applicable federal laws or applicable state laws for which the Grantor has expressly waived its sovereign immunity."

I. Non-Discrimination. The Grantee shall not discriminate upon the basis of race, color, religion, national origin, sew, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices. 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 improvement on the premises is used primarily for religious purposes. The Grantor shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property.

J. Hazards to Air Navigation. Prior to commencing any construction on, or alteration of, the Property, the Grantee shall comply with 14 C.F.R. 77, entitled "Safe, Efficient Use of Preservation of the Navigable Airspace," as amended.

K. Pesticides. Registered pesticides have been applied to the Property and may continue to be present thereon. Where a pesticide was applied by the Grantor or at the Grantor's direction, to the best of the Grantor's knowledge, the pesticide was applied in accordance with its intended purpose and consistent with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA – 7 U.S.C. §136, et. seq.) and other applicable laws. If the acts or omissions of the

Grantee cause a release of any such pesticide, the Grantee assumes all resulting responsibility and liability therefor as may be required under applicable law.

XI. NOTICE ADDRESSES:

Any notice required to be given to the Air Force pursuant to this Deed shall be given or served by personal delivery or by mailing the same by certified mail, postage prepaid, return receipt requested, addressed as follows:

Department of the Air Force
Deputy Assistant Secretary of the Air Force (Installations)
1665 Air Force Pentagon
Washington, D.C. 20330-1665

With copies to:

Department of the Air Force
Attn: Chief Counsel, San Antonio Office of the Deputy General Counsel (Environment & Installations)
Office of the Air Force General Counsel

Mailing Address:
2261 Hughes Ave., Suite 121
Lackland AFB, TX 78236-9821

Delivery Address:
3515 S. Gen McMullen, Door 2
San Antonio, TX 78226-1858

And

Department of the Air Force
Attn: Division Chief, AFRPA/BPM

Mailing Address:
2261 Hughes Ave., Suite 121
Lackland AFB, TX 78236-9821

Delivery Address:
3515 S. Gen McMullen, Door 2
San Antonio, TX 78226-1858

or to such other address or addresses as the Grantor may from time to time designate in the Real Property Records of Oneida County, New York.

XII. MISCELLANEOUS

Each covenant of this Deed shall run with the land.

XIII. LIST OF EXHIBITS

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

Exhibit A- Legal Description Property
Exhibit B - Map of Property
Exhibit C - Notice of Hazardous substances Stored
Exhibit D - Notice of Hazardous Substances Released/Description of Remedial Action Taken
Exhibit E - Map of All Environmental Sites
Exhibit F - Maps of Restrictive Environmental Sites with Coordinates
Exhibit G - Schedule of Future Actions Required at Environmental Sites

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

THE UNITED STATES OF AMERICA,
acting by and through the Secretary of the Air Force

By: _____
STEPHEN G. TERMAATH
Chief, BRAC Program Management Division
Air Force Real Property Agency

Witness:

_____

STATE OF TEXAS)
)
COUNTY OF BEXAR)

This document was acknowledged before me this 31 day of October, 2012 by Stephen G. TerMaath, Chief, BRAC Program Management Division, Air Force Real Property Agency.

DEBRA L. SCHEPIS
My Commission Expires
June 16, 2015

_____
Notary Public, State of Texas

(seal)

My Commission Expires: June 16, 2015

RECEIVED
DEC 3 1 2012
Rome Assessor's Office

RECEIVED
2012 DEC 31 AM 9:05
CITY CLERK'S OFFICE
ROME, NY

ACCEPTANCE

The Grantee hereby accepts this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it as of the Effective Date.

DATE: December 21, 2012

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: DAVID C. GROW
Chairman

Attest:

STATE OF NEW YORK)
)
COUNTY OF ONEIDA)

This document was acknowledged before me on the 21st day of December 2012, by David C. Grow, Chairman of Oneida County Industrial Development Agency

Notary Public, State of _____

seal

My Commission Expires: _____

Joseph E. Saunders
NOTARY PUBLIC, State of New York
Appointed in Oneida County
License No. 02SA4745082
My Commission Expires: 11/30/2013

EXHIBIT A
Legal Descriptions _ Parcels F11B, F6B-6, F6B-7, F10C-2, F10C-3,

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York as shown on a map entitled "Map Showing Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel F11B), City of Rome, County of Oneida, State of New York", made by Michael P. Waters, P.L.S. No. 050027, and dated September 1, 2012, which said tract, piece or parcel of land is more particularly bounded and described as follows:

PARCEL F11B

Beginning at the intersection of the division line between the herein described parcel on the northeast and the lands of Oneida County Industrial Development Agency (reputed owner) on the southwest with the proposed southerly street boundary of Hangar Road; said point being South 60° 21' 23" West, 222.68 feet from a capped iron rod found stamped "DFAS - 12";

thence southerly along said division line on a curve to the right having a radius of 276.23 feet, a chord distance of 184.62 feet, a chord direction of S 53° 48' 46" east to its intersection with the division line between the herein described parcel on the east and the lands of Oneida County Industrial Development Agency (reputed owner) on the west;

thence along said division line the following two (2) courses and distances:

1. South 02° 56' 24" East, 426.37 feet to a point;
2. South 03° 06' 54" East, 147.22 feet to its intersection with the division line between the herein described parcel on the northeast and the lands of Oneida County Industrial Development Agency (reputed owner) on the southwest;

thence South 50° 46' 21" East along said division line 676.19 feet to its intersection with the division line between the herein described parcel on the southeast and the lands of Oneida County Industrial Development Agency (reputed owner) on the northwest;

thence North 38° 28' 05" East along said division line 167.28 feet to its intersection with the division line between the herein described parcel on the northeast and the lands of Oneida County Industrial Development Agency (reputed owner) on the southwest;

thence North 14° 25' 29" East along said division line 393.40 feet to its intersection with the division line between the herein described parcel on the southwest and the lands of Oneida County Industrial Development Agency (reputed owner) on the northeast;

thence along said division line the following two (2) courses and distances:

1. South 67° 18' 22" East, 59.62 feet to a point;

2. South 16° 36' 00" West, 276.62 feet to its intersection with the division line between the herein described parcel on the southeast and the lands of Oneida County Industrial Development Agency (reputed owner) on the northwest;

thence North 38° 43' 33" East along said division line 375.60 feet to its intersection with the division line between the herein described parcel on the northwest and the lands of Oneida County Industrial Development Agency (reputed owner) on the northeast;

thence South 56° 34' 31" East along said division line 539.17 feet to its intersection with the division line between the herein described parcel on the southwest and the lands of Oneida County Industrial Development Agency (reputed owner) on the northeast;

thence South 41° 33' 24" West along said division line 607.37 feet to its intersection with the division line between the herein described parcel on the northwest and the lands of Oneida County Industrial Development Agency (reputed owner) on the southeast;

thence South 46° 42' 15" East along said division line 1,156.67 feet to its intersection with the division line between the herein described parcel on the south and the lands of Oneida County Industrial Development Agency (reputed owner) on the north;

thence North 44° 57' 51" East along said division line 1,148.17 feet to its intersection with the proposed easterly street boundary of Perimeter Road;

thence along said proposed easterly street boundary of said Perimeter Road the following four (4) courses and distances:

1. South 58° 25' 03" East 104.06 feet to a point of curvature;

2. easterly along a curve to the right having a radius of 703.06 feet, a chord distance of 333.05 feet, a chord direction of South 43° 39' 39" East to a point or reverse curvature;

3. continuing southerly along a curve to the left to a point having a radius of 1,823.28 feet, a chord distance of 453.15 feet, a chord direction of South 58° 48' 13" East to a point;

4. South 46° 59' 58" East, 1,300.20 feet to its intersection with the division line between the herein described parcel on the north and the lands of Oneida County Industrial Development Agency (reputed owner) on the south;

thence South 43° 25' 12" West along said division line 403.26 feet to its intersection with the division line between the herein described parcel on the northeast and the lands of Joseph Zawislik (reputed owner) on the southwest;

thence North 79° 42' 20" West along said division line 706.65 feet to its intersection with the division line between the herein described parcel on the north and the lands of Joseph Zawislik (reputed owner) on the south;

thence South 40° 22' 14" West along said division line 322.70 feet to its intersection with the division line between the herein described parcel on the northeast and the lands of Oneida County Industrial Development Agency (reputed owner) on the southwest;

thence North 50° 01' 17" West along said division line 4,324.93 feet to its intersection with the division line between the herein described parcel on the east and the lands of Oneida County Industrial Development Agency (reputed owner) on the west;

thence North 06° 46' 31" West along said division line 133.68 feet to its intersection with the division line between the herein described parcel on the south and the lands of Griffiss Utility Services Corporation (reputed owner) on the north;

thence North 86° 25' 27" East along said division line 55.48 feet to its intersection with the division line between the herein described parcel on the southwest and the lands of Griffiss Utility Services Corporation (reputed owner) on the northeast;

thence South 53° 48' 06" East along said division line 233.65 feet to its intersection with the division line between the herein described parcel on the southeast and the lands of Griffiss Utility Services Corporation (reputed owner) on the northwest;

thence North 26° 33' 54" East along said division line 17.88 feet to its intersection with the division line between the herein described parcel on the east and the lands of Griffiss Utility Services Corporation (reputed owner) on the west;

thence North 05° 02' 19" East along said division line 432.67 feet to its intersection with the division line between the herein described parcel on the southeast and the lands of Griffiss Utility Services Corporation (reputed owner) on the northwest;

thence North 40° 06' 03" East along said division line 24.84 feet to its intersection with the division line between the herein described parcel on the northeast and the lands of Griffiss Utility Services Corporation (reputed owner) on the southwest;

thence North 53° 48' 46" West along said division line 176.26 feet to the place of beginning, being 3,090,714.63 ± sq. ft. or 70.953 acres, more or less.

ALSO, ALL THOSE TRACTS, PIECES OR PARCELS OF LAND situate in the City of Rome, County of Oneida and State of New York as shown on a map entitled "Map Showing Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel F6B-6 and Parcel F6B-7), City of Rome, County of Oneida, State of New York", made by Michael P. Waters, P.L.S. No. 50027, and dated April 16, 2012; which said tracts, pieces or parcels of land are more particularly bounded and described as follows:

PARCEL F6B-6

Beginning at the intersection of the division line between the herein described parcel on the northeast and the lands of Oneida County Industrial Development Agency (reputed owner) on the southwest with the division line between the herein described parcel on the southeast and the lands of The County of Oneida (reputed owner) on the northwest; said point being North 86° 37'38" East 751.43 feet from a capped iron rod found stamped "AFRL-43".

thence North 43° 28' 16" East along the last mentioned division line 1,388.41 feet to its intersection with the division line between the herein described parcel on the northeast and the lands of The County of Oneida (reputed owner) on the southwest;

thence North 46° 31' 45" West along said division line 61.13 feet to its intersection with the division line between the herein described parcel on the southeast and the lands of The County of Oneida (reputed owner) on the northwest;

thence North 43° 28' 16" East along said division line 171.77 feet to its intersection with the division line between the herein described parcel on the southwest and the lands of The County of Oneida (reputed owner) on the southeast;

thence South 46° 31' 44" East along said division line 145.52 feet to its intersection with the division line between the herein described parcel on the northwest and the lands of The County of Oneida (reputed owner) on the northeast;

thence South 43° 28' 16" West along said division line 171.77 feet to its intersection with the division line between the herein described parcel on the southwest and the lands of The County of Oneida (reputed owner) on the northeast;

thence South 46° 31' 44" East along said division line 745.34 feet to its intersection with the division line between the herein described parcel on the southeast and the lands of The County of Oneida (reputed owner) on the northwest;

thence North 43° 28' 16" East along said division line 172.79 feet to its intersection with the division line between the herein described parcel on the northwest and the lands of The County of Oneida (reputed owner) on the southeast;

thence South 46° 31' 44" East along said division line 320.54 feet to its intersection with the division line between the herein described parcel on the northwest and the lands of Oneida County Industrial Development Agency (reputed owner) on the southeast;

thence South 43° 28' 57" West along said division line 1,367.13 feet to its intersection with division line between the herein described parcel on the northeast and the lands of Oneida County Industrial Development Agency (reputed owner) on the southwest;

thence North 46° 32' 05" West along said division line 510.83 feet to its intersection with the division line between the herein described parcel on the northwest and the lands of Oneida County Industrial Development Agency (reputed owner) on the southeast;

thence along said division line the following two (2) courses and distances:

1. South 43° 27' 54" West, 50.24 feet to a point of curvature;

2. westerly along a curve to the right having a radius of 141.05 feet, a chord distance of 153.76 feet, a chord direction of South 72° 39' 00" West to its intersection with the first mentioned division line;

thence North 47° 29' 47" West along said division line 564.31 feet to the place of beginning, being 1,572,002.8 ± square feet or 36.083 acres, more or less.

PARCEL F6B-7

Beginning at the intersection of the division line between the herein described parcel on the southeast and the lands of Oneida County Industrial Development Agency (reputed owner) on the northwest with the division line between the herein described parcel on the southwest and the lands of Oneida County Industrial Development Agency (reputed owner) on the northeast; said point being North 86° 34' 54" East 517.82 feet from a capped iron rod found stamped "AFRL-43";

thence South 46° 54' 02" East along the last mentioned division line 765.02 feet to its intersection with the division line between the herein described parcel on the northwest and the lands of Oneida County Industrial Development Agency (reputed owner) on the southeast;

thence South 43° 05' 57" West along said division line 315.99 feet to its intersection with the division line between the herein described parcel on the southeast and the lands of Oneida County Industrial Development Agency (reputed owner) on the northwest;

thence North 46° 54' 02" West along said division line 765.01 feet to its intersection with the first mentioned division line;

thence North 43° 05' 58" East along said division line 318.79 feet to the place of beginning, being 242,810.0 ± square feet or 5.574 acres, more or less.

ALSO, ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York as shown on a map entitled "Map Showing Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel F10C - 2), City of Rome, County of Oneida, State of New York", made by Michael P. Waters, P.L.S. No. 050027, and dated August 23, 2012, which said tract, piece or parcel of land is more particularly bounded and described as follows:

PARCEL F10C - 2

Beginning at the intersection of the division line between the herein described parcel on the southeast and the lands of Oneida County Industrial Development Agency (reputed owner) on the northwest with the proposed northeasterly street boundary of Perimeter Road; said point being North 11° 52' 57" West, 8,156.91 feet from a capped iron rod found stamped "AFRL - 43";

thence North 43° 55' 04" East along said division line 268.66 feet to its intersection with the division line between the herein described parcel on the southwest and the lands of Oneida County Industrial Development Agency (reputed owner) on the northeast;

thence South 47° 28' 20" East along said division line 570.71 feet to its intersection with the division line between the herein described parcel on the northwest and the lands of Oneida County Industrial Development Agency (reputed owner) on the southeast;

thence South 43° 57' 55" West along said division line 255.63 feet to its intersection with the aforementioned proposed northeasterly street boundary of Perimeter Road;

thence along said proposed northeasterly street boundary of Perimeter Road the following three (3) courses and distances:

1. North 46° 12' 03" West, 214.35 feet to a point;
2. North 49° 47' 26" West, 267.65 feet to a point;
3. North 51° 56' 28" West, 89.36 feet to the place of beginning, being 146,333.3 ± square feet or 3.359 acres, more or less

ALSO, ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York as shown on a map entitled "Map Showing Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel F10C - 3), City of Rome, County of Oneida, State of New York" made by Michael P. Waters, P.L.S. No. 050027, and dated August 23, 2012, which said tract, piece or parcel of land is more particularly bounded and described as follows:

PARCEL F10C - 3

Beginning at the intersection of the division line between the herein described parcel on the southeast and the lands of Oneida County Industrial Development Agency (reputed owner) on the northwest with the proposed northeasterly street boundary of Perimeter Road; said point being North 01° 11' 17" West, 6,275.48 feet from a capped iron rod found stamped "AFRL - 43";

thence North 42° 50' 10" East along said division line 598.36 feet to its intersection with the division line between the herein described parcel on the southwest and the lands of Oneida County Industrial Development Agency (reputed owner) on the northeast;

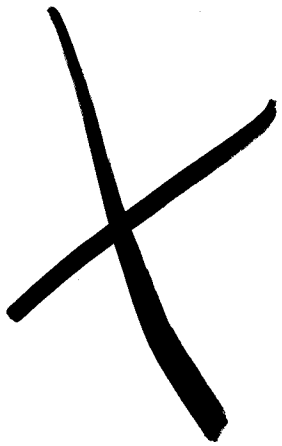
thence South 47° 09' 46" East along said division line 756.00 feet to its intersection with the division line between the herein described parcel on the northwest and the lands of Oneida County Industrial Development Agency (reputed owner) on the southeast;

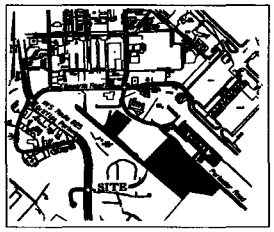
thence South 42° 50' 42" West along said division line 553.49 feet to its intersection with the aforementioned proposed northeasterly street boundary of Perimeter Road;

thence along said proposed northeasterly street boundary of Perimeter Road the following three (3) courses and distances;

4. North 53° 21' 58" West, 376.05 feet to a point;
5. North 48° 03' 37" West, 333.54 feet to a point;.
6. North 46° 01' 02" West, 49.27 feet to the place of beginning, being 442,630.3 ± square feet or 10.161 acres, more or less

Exhibit B - Map of Property





LOCATION PLAN
NOT TO SCALE

Magnetic Declination 12° 59' West
Year: 2012
Annual Change: 0° 0' East

TRUE
MAGNETIC

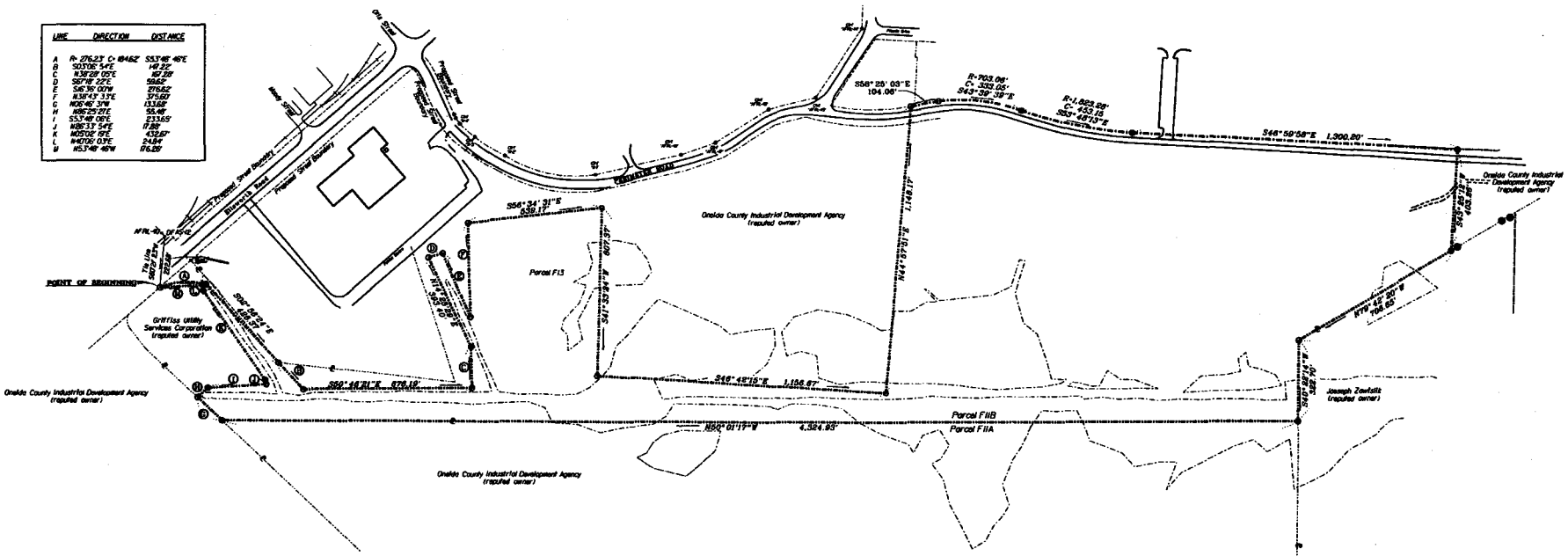
LEGEND

- Property Line
- Clpf — Capped Iron Pipe/Rod Found
- R — Radius
- C — Chord Length
- Approx. Wetland Boundary

SURVEY COMPLETED 9/6/05

PARCEL F11B
AREA
3,699,714.8 ± sq. ft.
or
70.088 ± acres

LINE	DIRECTION	DISTANCE
A	R= 376.23' C= 194.62'	S53°48' 46"E
B	S03°06' 54"E	149.22'
C	N 38°28' 05"E	82.28'
D	S87°18' 32"E	594.62'
E	S46°56' 00"W	876.62'
F	N38°43' 33"E	375.60'
G	N06°46' 37"W	133.68'
H	N86°25' 21"E	96.48'
I	S53°48' 00"E	233.65'
J	N36°33' 54"E	17.89'
K	N05°02' 19"E	432.87'
L	N47°05' 03"E	248.4'
M	N53°48' 46"W	876.29'



CERTIFY TO:

AIR FORCE REAL PROPERTY AGENCY
ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
GRIFFISS LOCAL DEVELOPMENT CORPORATION

I hereby certify that this is an accurate map made from an accurate Field survey, and that this survey was prepared in accordance with the minimum standards set forth in "The Existing Code of Practice for Surveys" as adopted by the New York State Association of Professional Land Surveyors.

Michael P. Waters, P.L.S. No. 50027 — Date

STATE OF NEW YORK — MICHAEL P. WATERS — 050027 — LICENSED LAND SURVEYOR

The certification is limited to persons for whom the boundary survey map is prepared, to the title company, to the governmental agency, and to the lending institution listed on the boundary survey map.

The certifications are NOT transferable.

THIS SURVEY WAS PREPARED FOR THE PARTIES AND PURPOSES INDICATED HEREON. ANY EXTENSION OF THE USE BEYOND THE PARTIES OR PURPOSES IS EXPRESSLY FORBIDDEN WITHOUT THE WRITTEN RELEASE OR PERMISSION OF WATERS LAND SURVEYING: Michael P. Waters P.L.S. No. 050027

SURVEY COMPLETED 6/3/12

SCALE BAR
200' 0 200' 400'
SCALE BAR

Only copies from the original of this survey marked with the surveyor's signature and an ORIGINAL embossed or ink seal shall be considered valid true copies.

GRIFFISS Business & Technology Park

TRUE COPIES SIGNED AND STAMPED IN RED

WATERS LAND SURVEYING
207 Park Avenue
Rome, NY 13440
(315)337-2660

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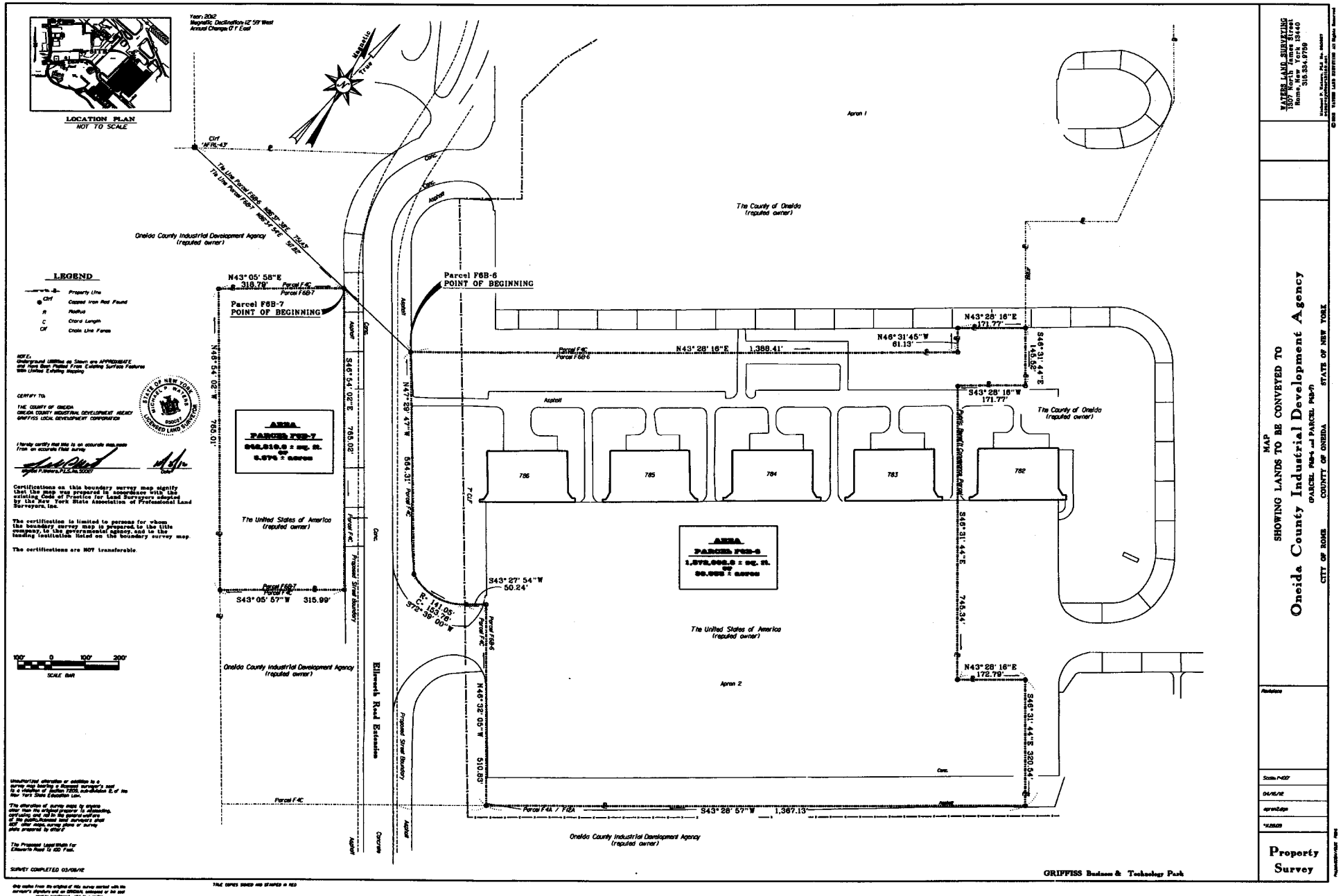
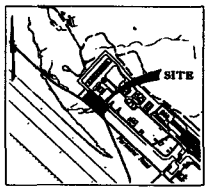
PROPERTY MAP
SHOWING A PORTION OF LANDS TO BE CONVEYED TO
ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
(PARCEL F11B)
CITY OF ROME COUNTY OF ONEIDA STATE OF NEW YORK

Revisions

Scale: 1"=200'
Date: 09/01/12
f11b.dgn

Property Survey


LOCATION PLAN
NOT TO SCALE
Year: 2012
Magnetic Declination 12° 59' West
Annual Change 0° 1' East
Magnetic
True
LEGEND
Property Line
Capped Iron Rod Found
Radius
Chord Length
Chain Link Fence
Parcel F6B-6
POINT OF BEGINNING
Parcel F6B-7
POINT OF BEGINNING
N43° 05' 58"E
318.79'
N43° 28' 16"E
1,388.41'
N46° 31' 45"W
61.13'
N43° 28' 16"E
171.77'
S43° 28' 16"W
171.77'
S46° 31' 44"E
145.52'
S46° 31' 44"E
745.34'
N43° 28' 16"E
172.79'
S46° 31' 44"E
320.54'
S43° 28' 57"W
1,387.13'
N46° 32' 05"W
510.83'
S43° 27' 54"W
50.24'
S43° 05' 57"W
315.99'
S46° 54' 02"E
765.02'
N43° 28' 47"W
504.31'
AREA
PARCEL F6B-7
AREA
PARCEL F6B-6
The United States of America
(reputed owner)
Oneida County Industrial Development Agency
(reputed owner)
The County of Oneida
(reputed owner)
Apron 1
Apron 2
Ellsworth Road Extension
Proposed Street Boundary
Asphalt
Conc.
Parcel F4C
Parcel F6B-7
Parcel F6B-6
Parcel F4A / F6A
786
785
784
783
782
Parks Road (Commerce Park)
100' 0 100' 200'
SCALE BAR
Certifications on this boundary survey map signify that the map was prepared in accordance with the existing Code of Practice for Land Surveyors adopted by the New York State Association of Professional Land Surveyors, Inc.
The certification is limited to persons for whom the boundary survey map is prepared, to the title company, to the governmental agency, and to the lending institution listed on the boundary survey map.
The certifications are NOT transferable.
CERTIFY TO:
THE COUNTY OF ONEIDA
ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
GRIFFISS LOCAL DEVELOPMENT CORPORATION
I hereby certify that this is an accurate map made from an accurate field survey
Michael P. Waters, P.L.S. No. 50027
Date
STATE OF NEW YORK
MICHAEL P. WATERS
050027
LICENSED LAND SURVEYOR
Unauthorized alteration or additions to a survey map bearing a licensed surveyor's seal is a violation of Section 7209, sub-division 2, of the New York State Education Law.
The alteration of survey maps by anyone other than the original preparer is objectionable, particularly one not in the general welfare of the public. Request land surveyor's plat, deed, other maps, survey plans or survey plats prepared by others.
The Proposed Legal Width for Ellsworth Road is 100 Feet.
SURVEY COMPLETED 03/08/12
Only copies from the original of this survey marked with the surveyor's signature and an ORIGINAL embossed or ink seal shall be considered valid true copies.
TRUE COPIES SIGNED AND STAMPED IN RED
GRIFFISS Business & Technology Park
WATERS LAND SURVEYING
1507 North James Street
Rome, New York 13440
315.334.0759
Richard P. Waters, P.E. & L.S. - Secretary
Michael P. Waters, L.S. - President
© 2012 WATERS LAND SURVEYING - All Rights Reserved
MAP
SHOWING LANDS TO BE CONVEYED TO
Oneida County Industrial Development Agency
OF PARCEL F6B-6 and PARCEL F6B-7
CITY OF ROME COUNTY OF ONEIDA STATE OF NEW YORK
Revisions
Scale: 1"=100'
04/16/12
sprvn2.dgn
*12B09
Property Survey



LOCATION PLAN
NOT TO SCALE

Magnetic Declination 12° 59' West
Years 2012
Annual Change 00' 0' East

TRUE
MAGNETIC

Alteration of This Document Except By A Licensed Land Surveyor Is A Violation of Section 7209 of The New York State Education Law.

"The Alteration of Survey Maps By ANYONE Other Than The ORIGINAL Preparer Is Misleading,Confusing and NOT In The General Welfare and Benefit of The Public. Licensed Land Surveyors Seal NOT After Maps,Survey Plans or Survey Plats Prepared by Others".

WATERS LAND SURVEYING
1297 North James Road
Rome, New York 13440
315.582.4799

MAP
SHOWING LANDS TO BE CONVEYED TO
ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
(Parcel F10C - 2)
City of Rome County of Oneida State of New York

LEGEND

Proposed Division Line
Property Line
Air Force Research Laboratory Monument
AFRL - 43

Oneida County Industrial Development Agency (reputed owner)

S47° 28' 20"E 570.71'

Parcel F10B
Parcel F10C - 2

80' ROW

Parcel F10C - 2

S47° 28' 20"E 285.55'

Oneida County Industrial Development Agency (reputed owner)

Oneida County Industrial Development Agency (reputed owner)

PARCEL F10C - 2
AREA
148,333.3 ± SQ. FT.
OR
3.389 ± ACRES

N43° 55' 04"E 285.55'

Parcel F10C - 2

POINT OF BEGINNING

Parcel F10C - 2
PBC Parcel A - 4

N49° 47' 26"W 267.65'

N48° 12' 03"W 214.35'

60.09'

Parcel F10B
Public Benefit Conveyance Parcel (PBC) #A

PERIMETER ROAD

N51° 56' 32"W
89.36'

Proposed Highway Boundary
284.3'

40' 0 40' 80'
GRAPHIC SCALE BAR

The Proposed Legal Width of Perimeter Road Is 66 Feet or 4 Rods.

Survey Completed July 15, 2012

Only copies from the original of this survey marked with the surveyor's signature and an ORIGINAL embossed or ink seal shall be considered valid true copies

Title Line Monument

Ctrl "AFRL-43"

The County of Oneida
(reputed owner)

CERTIFY TO:

AIR FORCE REAL PROPERTY AGENCY
ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
GRIFFISS LOCAL DEVELOPMENT CORPORATION

I hereby certify that this is an accurate map,made from an accurate field survey

Michael P. Waters, P.L.S. No. 50087

8/6/12
Date

STATE OF NEW YORK
MICHAEL P. WATERS
050087
LICENSED LAND SURVEYOR

Certifications on this boundary survey map signify that the map was prepared in accordance with the existing Code of Practice for Land Surveyors adopted by the New York State Association of Professional Land Surveyors, Inc.

The certification is limited to persons for whom the boundary survey map is prepared, to the title company, to the governmental agency, and to the lending institution listed on the boundary survey map.

The certifications are NOT transferable.

GRIFFISS Business & Technology Park

TRUE COPIES SIGNED AND STAMPED IN RED

Revisions

Scale: 1"=40'

8/23/12

F10C-2

Property Survey

Project: EDGE/OLDC

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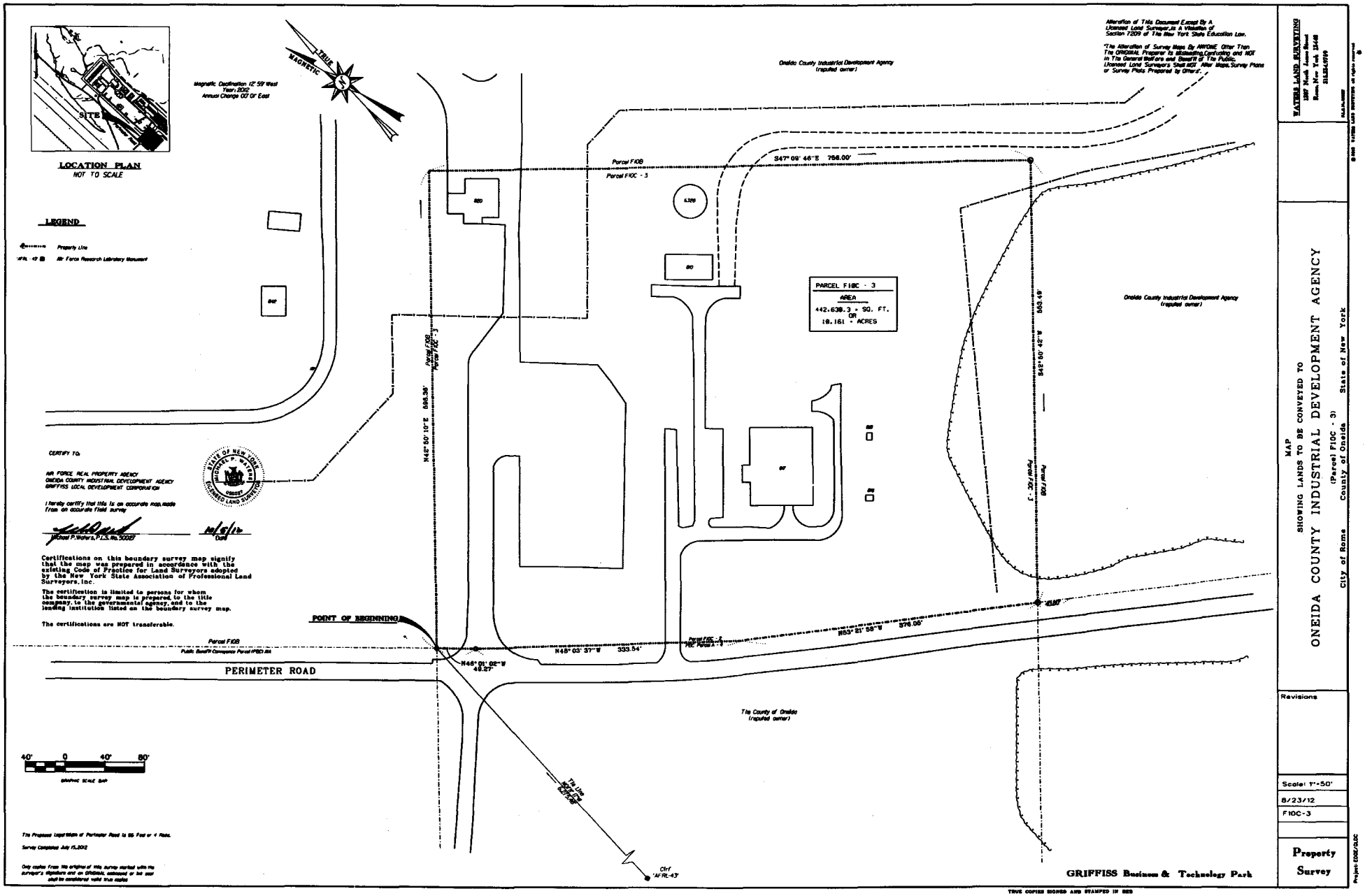

LOCATION PLAN
NOT TO SCALE
SITE
LEGEND
Property Line
Air Force Research Laboratory Monument
TRUE
MAGNETIC
Magnetic Declination 12° 59' West
Year 2012
Annual Change 07' 0' East
Alteration of This Document Except By A Licensed Land Surveyor Is A Violation of Section 7209 of The New York State Education Law.
"The Alteration of Survey Maps By ANYONE Other Than The ORIGINAL Preparer Is Misleading,Confusing, and NOT In The General Welfare and Benefit Of The Public. Licensed Land Surveyor's Shall NOT Alter Maps, Survey Plans or Survey Plats Prepared by Others."
Oneida County Industrial Development Agency (reputed owner)
Parcel F10B
Parcel F10C - 3
S47° 09' 46"E 756.00'
PARCEL F10C - 3
AREA
442,638.3 ± SQ. FT.
OR
10.161 ± ACRES
N45° 50' 10"E 566.38'
S45° 09' 42"E 566.49'
Oneida County Industrial Development Agency (reputed owner)
CERTIFY TO:
AIR FORCE REAL PROPERTY AGENCY
ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
GRIFFISS LOCAL DEVELOPMENT CORPORATION
I hereby certify that this is an accurate map made from an accurate field survey
Michael P. Moffett, P.L.S. No. 50087
08/8/12
Date
Certifications on this boundary survey map signify that the map was prepared in accordance with the existing Code of Practice for Land Surveyors adopted by the New York State Association of Professional Land Surveyors, Inc.
The certification is limited to persons for whom the boundary survey map is prepared, to the title company, to the governmental agency, and to the lending institution listed on the boundary survey map.
The certifications are NOT transferable.
POINT OF BEGINNING
Parcel F10B
Public Benefit Conveyance Parcel F10C1.00A
PERIMETER ROAD
N45° 01' 02"W 48.27'
N45° 03' 37"W 333.54'
S53° 21' 58"W 376.06'
The County of Oneida (reputed owner)
Tie Line S53° 21' 58"W 376.06'
Ctrf "AFRL-43"
40' 0 40' 80'
GRAPHIC SCALE BAR
The Proposed Legal Width of Perimeter Road Is 66 Feet or 4 Rods.
Survey Completed July 15,2012
Only copies from the original of this survey marked with the surveyor's signature and an Original, embossed or ink seal shall be considered valid true copies
GRIFFISS Business & Technology Park
TRUE COPIES SIGNED AND STAMPED IN RED
WATERLAND SURVEYING
1307 North Area Road
Rome, New York 13440
315.336.0769
MAP
SHOWING LANDS TO BE CONVEYED TO
ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
(Parcel F10C - 3)
City of Rome County of Oneida State of New York
Revisions
Scale: 1"=50'
8/23/12
F10C-3
Property Survey
Project: E0057.0L0C

EXHIBIT C
NOTICE OF HAZARDOUS SUBSTANCES STORED

The table below provides information from the Basewide EBS and shall serve as a notice of hazardous substances that were stored for a period of one year or more on the Parcels F11B, F6B-6, F6B-7, F10C-2, and F10C-3 Property on the former Griffiss Air Force Base, and the dates such storage took place. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. § 9620(h). The Basewide EBS lists the quantities of each substance, and the dates these substances were stored.

Building Number	Waste Stored	Regulatory Waste Number	Year	Quantity (lbs.)
B/784	Spill Resistant JP-4 Absorbent & Contaminated Soil	D001	1988-92	24,303
	JP-4 Absorbent	D001/D018	1993	6,700
B/786	Spill Resistant Diesel/Absorbent	D001	1989-90	900
	Waste PD-680; Container Haz Waste	D001	1988	545
	Waste Antifreeze	D002	1988-89	2,128
	Oil/Lead	D008	1991	400

EXHIBIT D
NOTICE OF HAZARDOUS SUBSTANCES RELEASED/DISPOSED OF

Notice is hereby provided that the tables and information provided below from the Basewide EBS and its supplement (EBSS) contain a notice of hazardous substances that are known to have been released/disposed of on Parcels F11B, F6B-6, F6B-7, F10C-2, and F10C-3 property on the former Griffiss Air Force Base, and includes the dates of release. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or "Superfund") 42 U.S.C. § 9620(h).

SD-52-04 Landfill #6 On Base Groundwater

Substance	Regulatory Synonym(s)	Quantity (kg/lbs)	Date	CAS Registry No.	Hazardous Waste ID No.	Remarks
Trichloroethene	Trichloroethylene; TCE	Unknown	Unknown	79–01–6	U228, F001, F002	SD-52-04 Landfill 6 Groundwater - Ongoing enhanced bioremediation with continued performance monitoring.
Vinyl Chloride	Chloroethylene; Chloroethene	Unknown	Unknown	75–01–4	U043, D043	
trans-1,2-Dichloroethene	1,2-Dichloroethylene	Unknown	Unknown	156–60–5	U079	
cis-1,2-Dichloroethene	trans-dichloroethylene; trans-1,2-dichloroethylene; acetylene dichloride, trans-	Unknown	Unknown	156-60-5	U079	
Aluminum	Al	Unknown	Unknown	7429-90-5		
Iron	Fe	Unknown	Unknown	7439–89–6		
Manganese	Mn	Unknown	Unknown	7439–96–5		
Nickel	Ni	Unknown	Unknown	7440–02– 0		
Selenium	Se	Unknown	Unknown	7782–49–2	D010	
Sodium	Na	Unknown	Unknown	7440–23–5		

SS-38 Building 775 On-Base Groundwater						
Substance	**Regulatory Synonym(s)**	**Quantity (kg/lbs)**	**Date**	**CAS Registry No.**	**Hazardous Waste ID No.**	**Remarks**
1,1,1,-Trichloroethane	Methyl chloroform	Unknown	Unknown	71–55–6	U226, F001, F002	SS-38 Bldg 775 On Base Groundwater - Ongoing groundwater extraction, treatment, and discharge and continued Performance Monitoring.
1,2-Dichloroethane	Ethylene dichloride	Unknown	Unknown	107–06–2	U077	
Bis(2-ethylhexyl)phthalate	Dioctyl phthalate; Diethylhexyl phthalate (DEHP); 1,2-Benzenedicarboxylic acid, bis(2-ethylhexyl) ester	Unknown	Unknown	117–81–7	U028	
Chloride		Unknown	Unknown	unknown	none	
Chloroform	trichloro-Methane	Unknown	Unknown	67–66–3	U044	
Trichloroethene	Trichloroethylene; TCE	Unknown	Unknown	127–18–4	U210, F001, F001	
Aluminum	Al	Unknown	Unknown	7429-90-5		
Iron	Fe	Unknown	Unknown	7439–89–6		
Manganese	Mn	Unknown	Unknown	7439–96–5		
Thallium	Tl	Unknown	Unknown	7440–28– 0		

SD-52-01 Nosedocks/ Apron 2 Operable Unit						
Substance	**Regulatory Synonym(s)**	**Quantity (kg/lbs)**	**Date**	**CAS Registry No.**	**Hazardous Waste ID No.**	**Remarks**
1,2,4-Trimethylbenzene	1,3,4-Trimethylbenzene	Unknown	Unknown	95–63–6	none	SD-52-01 Nosedocks/ Apron 2 Operable Unit- Monitored natural attenuation (MNA) system has been installed. Performance monitoring is ongoing.
1,3,5-Trimethylbenzene	Mesitylene	Unknown	Unknown	108–67–8	none	
Acetone	2-Propanone	Unknown	Unknown	67–64–1	U002, F003	
Benzene	benzol; coal naphtha; cyclohexatriene	Unknown	Unknown	71–43–2	U019	
cis-1,2-Dichloroethene	trans-dichloroethylene; trans-1,2-dichloroethylene; acetylene dichloride, trans-	Unknown	Unknown	156-60-5	U079	
Ethylbenzene	Phenylethane	Unknown	Unknown	100–41–4	F003	
Hexachlorobutadiene	1,1,2,3,4,4-hexachloro-1,3-Butadiene	Unknown	Unknown	87-68-3	U128	
Isopropylbenzene	(1-methylethyl)-Benzene; Cumene	Unknown	Unknown	98–82–8	U055	
m-Xylene	isomer of Xylene	Unknown	Unknown	108–38–3	none	

SD-52-01 Nosedocks/ Apron 2 Operable Unit						
Substance	**Regulatory Synonym(s)**	**Quantity (kg/lbs)**	**Date**	**CAS Registry No.**	**Hazardous Waste ID No.**	**Remarks**
p-Xylene	isomer of Xylene	Unknown	Unknown	106–42–3	none	
Naphthalene	Albocarbon; Naphthene	Unknown	Unknown	91–20–3	U165	
o-Xylene	isomer of Xylene	Unknown	Unknown	95–47–6	none	
sec-Butylbenzene	2-Phenylbutane	Unknown	Unknown	135–98–8	none	
Toluene	methyl-Benzene	Unknown	Unknown	108–88–3	U220, F005	
trans-1,2-Dichloroethene	1,2-Dichloroethylene	Unknown	Unknown	156–60–5	U079	
Trichloroethene	Trichloroethylene; TCE	Unknown	Unknown	79–01–6	U228, F001, F002	
Vinyl Chloride	Chloroethylene; Chloroethene	Unknown	Unknown	75–01–4	U043, D043	
Aluminum	Al	Unknown	Unknown	7429-90-5		
Arsenic	As	Unknown	Unknown	7440–38–2	D004	
Iron	Fe	Unknown	Unknown	7439–89–6		
Manganese	Mn	Unknown	Unknown	7439–96–5		
Sodium	Na	Unknown	Unknown	7440–23–5		
Thallium	Tl	Unknown	Unknown	7440–28– 0		

SD-52-05 Building 817/WSA On-Base Groundwater						
Substance	**Regulatory Synonym(s)**	**Quantity (kg/lbs)**	**Date**	**CAS Registry No.**	**Hazardous Waste ID No.**	**Remarks**
Benzene	benzol; coal naphtha; cyclohexatriene	Unknown	Unknown	71–43–2	U019	SD-52-05 Bldg 817 Groundwater - Ongoing enhanced bioremediation with continued performance monitoring.
Bis(2-ethylhexyl)phthalate	Dioctyl phthalate; Diethylhexyl phthalate (DEHP); 1,2-Benzenedicarboxylic acid, bis(2-ethylhexyl) ester	Unknown	Unknown	117–81–7	U028	
Chloroform	trichloro-Methane	Unknown	Unknown	67–66–3	U044	
Tetrachloroethene	Tetrachloroethylene; Perchloroethylene	Unknown	Unknown	127–18–4	U210, F001, F001	
Trichloroethene	Trichloroethylene; TCE	Unknown	Unknown	79–01–6	U228, F001, F002	
Vinyl Chloride	Chloroethylene; Chloroethene	Unknown	Unknown	75–01–4	U043, D043	

SS-62 AOC9 Weapons Storage Area Landfill Chlorinated Plume						
Substance	**Regulatory Synonym(s)**	**Quantity (kg/lbs)**	**Date**	**CAS Registry No.**	**Hazardous Waste ID No.**	**Remarks**
1,2,4-Trimethylbenzene	1,3,4-Trimethylbenzene	Unknown	Unknown	95–63–6	none	SS-62AOC 9 - Soil and Groundwater – Source area soil removal conducted along with groundwater treatment through chemical oxidation. Contamination present in groundwater, subsurface/surface soil and soil vapor.
1,2-Dichlorobenzene	o-Dichlorobenzene	Unknown	Unknown	95–50–1	U070, F002	
1,2-Dichloroethane	Ethylene dichloride	Unknown	Unknown	107–06–2	U077	
1,3,5-Trimethylbenzene	Mesitylene	Unknown	Unknown	108–67–8	none	
1,3-Butadiene	alpha,gamma-Butadiene	Unknown	Unknown	106–99–0	none	
1,3-Dichlorobenzene	m-Dichlorobenzene	Unknown	Unknown	541–73–1	U071	
1,4-Dichlorobenzene	p-Dichlorobenzene	Unknown	Unknown	106–46–7	U072, D027	
2-Hexanone	Butyl methyl ketone; Methyl butyl ketone	Unknown	Unknown	591–78–6	none	
4-Ethyltoluene	p-Ethyltoluene	Unknown	Unknown	622–96–8	none	
Acetone	2-Propanone	Unknown	Unknown	67–64–1	U002, F003	
Benzene	benzol; coal naphtha; cyclohexatriene	Unknown	Unknown	71–43–2	U019	

SS-62 AOC9 Weapons Storage Area Landfill Chlorinated Plume						
Substance	**Regulatory Synonym(s)**	**Quantity (kg/lbs)**	**Date**	**CAS Registry No.**	**Hazardous Waste ID No.**	**Remarks**
Benzo(a)anthracene	Benz[a]anthracene; 1,2-Benzanthracene	Unknown	Unknown	56–55–3	U018	
Benzo(a)pyrene	3,4-Benzopyrene	Unknown	Unknown	50–32–8	U022	
Benzo(b)fluoranthene	Benz(e)acephenanthrylene; 3,4-Benzofluoranthene	Unknown	Unknown	205–99–2	none	
Benzo(k)fluoranthene	Dibenzo(b,jk)fluorene; 2,3,1',8'-Binaphthylene	Unknown	Unknown	207–08–9	none	
Butylbenzene	n-Butylbenzene	Unknown	Unknown	104–51–8	none	
Carbon Disulfide	Sulphocarbonic anhydride; Carbon Bisulphide	Unknown	Unknown	75–15–0	P022, F005	
Chlorobenzene	Benzene chloride; Phenyl Chloride	Unknown	Unknown	108–90–7	U037, F002	
Chrysene	1,2,5,6-Dibenzonaphthalene; 1,2-Benzophenanthracene	Unknown	Unknown	218–01–9	U050	
cis-1,2-Dichloroethene	trans-dichloroethylene; trans-1,2-dichloroethylene; acetylene dichloride, trans-	Unknown	Unknown	156-60-5	U079	
Cyclohexane	hexahydro-Benzene	Unknown	Unknown	110–82–7	U056, F003	
Ethylbenzene	Phenylethane	Unknown	Unknown	100–41–4	F003	
Isopropylbenzene	(1-methylethyl)-Benzene; Cumene	Unknown	Unknown	98–82–8	U055	
m-Xylene	isomer of Xylene	Unknown	Unknown	108–38–3	none	
p-Xylene	isomer of Xylene	Unknown	Unknown	106–42–3	none	
Methyl ethyl ketone	MEK; 2-Butanone	Unknown	Unknown	78–93–3	U159, F005	
Methylene Chloride	Dichloromethane	Unknown	Unknown	75–09–2	U080, F001	
Naphthalene	Albocarbon; Naphthene	Unknown	Unknown	91–20–3	U165	
Butylbenzene	n-Butylbenzene	Unknown	Unknown	104–51–8	none	
n-Heptane	Heptane; Heptyl hydride	Unknown	Unknown	142-82-5	none	
n-Hexane	Hexane	Unknown	Unknown	110–54–3	none	
Propylbenzene	n-Propylbenzene	Unknown	Unknown	103–65–1	none	
o-Xylene	isomer of Xylene	Unknown	Unknown	95–47–6	none	

SS-62 AOC9 Weapons Storage Area Landfill Chlorinated Plume						
Substance	**Regulatory Synonym(s)**	**Quantity (kg/lbs)**	**Date**	**CAS Registry No.**	**Hazardous Waste ID No.**	**Remarks**
p-Isopropyltoluene	4-Isopropyltoluene, 1-Isopropyl-4-methylbenzene; p-Cymene; Dolcymene	Unknown	Unknown	99–87–6	none	
sec-Butylbenzene	2-Phenylbutane	Unknown	Unknown	135–98–8	none	
Styrene	Benzene, vinyl-; Ethylene-phenyl; Styrolene	Unknown	Unknown	100–42–5	none	
tert-Butylbenzene	Methyl-2-phenylpropane; Dimethylethylbenzene	Unknown	Unknown	98–06–6	none	
Tetrachloroethene	Tetrachloroethylene; Perchloroethylene	Unknown	Unknown	127–18–4	U210, F001	
Toluene	methyl-Benzene	Unknown	Unknown	108–88–3	U220, F005	
Trichloroethene	Trichloroethylene; TCE	Unknown	Unknown	79–01–6	U228, F001, F002	
Trichlorofluoromethane	Trichloromonofluoromethane	Unknown	Unknown	75–69–4	U121, F002	
Vinyl Chloride	Chloroethylene; Chloroethene	Unknown	Unknown	75–01–4	U043, D043	
Xylenes	dimethylbenzene	Unknown	Unknown	1330–20–7	U239, F003	
Aluminum	Al	Unknown	Unknown	7429-90-5		
Antimony	Sb	Unknown	Unknown	7440–36– 0		
Arsenic	As	Unknown	Unknown	7440–38–2	D004	
Barium	Ba	Unknown	Unknown	7440-39-3	D005	
Beryllium	Be	Unknown	Unknown	7440–41– 7	P015	
Cadmium	Cd	Unknown	Unknown	7440–43– 9	D006	
Calcium	Ca	Unknown	Unknown	7440-70-2		
Chromium	Cr	Unknown	Unknown	7440–47–3	D007	
Copper	Cu	Unknown	Unknown	7440–50– 8		
Iron	Fe	Unknown	Unknown	7439–89–6		
Manganese	Mn	Unknown	Unknown	7439–96–5		
Nickel	Ni	Unknown	Unknown	7440–02– 0		
Potassium	K	Unknown	Unknown	7440–09–7		
Selenium	Se	Unknown	Unknown	7782–49–2	D010	

SS-62 AOC9 Weapons Storage Area Landfill Chlorinated Plume						
Substance	**Regulatory Synonym(s)**	**Quantity (kg/lbs)**	**Date**	**CAS Registry No.**	**Hazardous Waste ID No.**	**Remarks**
Silver	Ag	Unknown	Unknown	7440–22– 4	D011	
Thallium	Tl	Unknown	Unknown	7440–28– 0		
Zinc	Zn	Unknown	Unknown	7440–66– 6		

LF009 Landfill 6						
Substance	**Regulatory Synonym(s)**	**Quantity (kg/lbs)**	**Date**	**CAS Registry No.**	**Hazardous Waste ID No.**	**Remarks**
Acetone	2-Propanone	Unknown	1955-1959	67–64–1	U002, F003	LF009 Landfill 6 - Soil and Groundwater - Impermeable engineered cap with vegetative cover has been installed. Ongoing LTM including ground/surface water, gas monitoring, cover maintenance and LUC/IC inspections.
Benzene	benzol; coal naphtha; cyclohexatriene	Unknown	1955-1959	71–43–2	U019	
Benzo(a)anthracene	Benz[a]anthracene; 1,2-Benzanthracene	Unknown	1955-1959	56–55–3	U018	
Benzo(a)pyrene	3,4-Benzopyrene	Unknown	1955-1959	50–32–8	U022	
cis-1,2-Dichloroethene	trans-dichloroethylene; trans-1,2-dichloroethylene; acetylene dichloride, trans-	Unknown	1955-1959	156-60-5	U079	
Vinyl Chloride	Chloroethylene; Chloroethene	Unknown	1955-1959	75–01–4	U043, D043	
Aldicarb	2-Methyl-2-(methylthio)propanal O-((methylamino)carbonyl) oxime	Unknown	1955-1959	116–06–3	P070	
Aluminum	Al	Unknown	1955-1959	7429-90-5		
Arsenic	As	Unknown	1955-1959	7440–38–2	D004	
Barium	Ba	Unknown	1955-1959	7440-39-3	D005	
Beryllium	Be	Unknown	1955-1959	7440–41– 7	P015	
Cadmium	Cd	Unknown	1955-1959	7440–43– 9	D006	
Calcium	Ca	Unknown	1955-1959	7440–47–3	D007	
Chromium, hexavalent		Unknown	1955-1959	7440–47– 3	D007	
Copper	Cu	Unknown	1955-1959	7440–50– 8		

LF009 Landfill 6						
Substance	**Regulatory Synonym(s)**	**Quantity (kg/lbs)**	**Date**	**CAS Registry No.**	**Hazardous Waste ID No.**	**Remarks**
Iron	Fe	Unknown	1955-1959	7439–89–6		
Lead	Pb	Unknown	1955-1959	7439–92– 1	D008	
Magnesium	Mg	Unknown	1955-1959	7439–95–4		
Manganese	Mn	Unknown	1955-1959	7439–96–5		
Mercury	Hg	Unknown	1955-1959	7439–97– 6		
Molybdenum	Mo	Unknown	1955-1959	7439-98-7		
Nickel	Ni	Unknown	1955-1959	7440–02– 0		
Selenium	Se	Unknown	1955-1959	7782–49–2	D010	
Silver	Ag	Unknown	1955-1959	7440–22– 4	D011	
Sodium	Na	Unknown	1955-1959	7440–23–5		
Strontium	Sr	Unknown	1955-1959	7440-24-6		
Zinc	Zn	Unknown	1955-1959	7440–66– 6		

LF007 Landfill 5						
Substance	**Regulatory Synonym(s)**	**Quantity (kg/lbs)**	**Date**	**CAS Registry No.**	**Hazardous Waste ID No.**	**Remarks**
2,2,3,3,4,4,6-Heptachlorophenyl	unknown	Unknown	1955-1959	unknown		LF007 Landfill 5 - Soil and Groundwater - Low permeability soil cap with vegetative cover installed. Ongoing LTM including ground/surface water, gas monitoring, cover maintenance and LUC/IC inspections.
2,2,3,4,6-Pentachlorobiphenyl	unknown	Unknown	1955-1959	unknown		
2,2,4,4,5,6-Hexachlorobiphenyl	unknown	Unknown	1955-1959	unknown		
2,3,7,8-Tetrachlorodibenzo -p-Dioxin	2,3,7,8-TCDD	Unknown	1955-1959	1746–01–6	none	
Acetone	2-Propanone	Unknown	1955-1959	67–64–1	U002, F003	
Benzo(a)anthracene	Benz[a]anthracene; 1,2-Benzanthracene	Unknown	1955-1959	56–55–3	U018	
Benzo(a)pyrene	3,4-Benzopyrene	Unknown	1955-1959	50–32–8	U022	
Benzo(b)fluoranthene	Benz(e)acephenanthrylene; 3,4-Benzofluoranthene	Unknown	1955-1959	207–08–9	none	
Benzo(k)fluoranthene	Benz[e]acephenanthrylene	Unknown	1955-1959	205–99–2	none	
Bis(2-ethylhexyl)phthalate	Dioctyl phthalate; Diethylhexyl phthalate (DEHP); 1,2-Benzenedicarboxylic acid, bis(2-ethylhexyl) ester	Unknown	1955-1959	117–81–7	U028	
Carbon tetrachloride	Benzinoform; Carbona; Methane tetrachloride	Unknown	1955-1959	56–23–5	U211, F001, D019	
Chrysene	1,2,5,6-Dibenzonaphthalene; 1,2-Benzophenanthracene	Unknown	1955-1959	218–01–9	U050	
Dibenzo(a,h)anthracene	Dibenz[a,h]anthracene: 1,2:5,6-Dibenzanthracene	Unknown	1955-1959	53–70–3	U063	
Fluoranthene	Benzene, 1,2-(1,8-Naphthalenediyl); 1,2-Benzacenaphthene; Benzo[j,k]fluorene	Unknown	1955-1959	206–44–0	U120	
Phenanthrene	HSDB 2166	Unknown	1955-1959	85–01–8	none	
Pyrene	Benzo(Def)Phenanthrene; beta-Pyrene	Unknown	1955-1959	129–00–0	none	

LF007 Landfill 5						
Substance	**Regulatory Synonym(s)**	**Quantity (kg/lbs)**	**Date**	**CAS Registry No.**	**Hazardous Waste ID No.**	**Remarks**
Aldrin	1,4:5,8-Dimethanonaphthalene, 1,2,3,4,10,10-hexachloro-1,4,4a,5,8,8a-hexahydro-, (1alpha,4alpha,4abeta,5alpha,8alpha,8abeta)-	Unknown	1955-1959	309–00–2	P004	
alpha Chlordane	alpha-Chlordan; cis-Chlordan; alpha(cis)-Chlordane; cis-Chlordane; 4,7-Methanoindan, 1-alpha,2-alpha,4-beta,5,6,7-beta,8,8-octachloro-3a-a lpha,4,7,7a-alpha-tetrahydro	Unknown	1955-1959	5103–71–9		
PCB-Aroclor 1254	Polychlorinated Biphenyl	Unknown	1955-1959	11097–69–1	none	
Dieldrin	Alvit; Illoxol; Hexachloroepoxyoctohydro-endo,exo-Dimethanonaphthalene	Unknown	1955-1959	60–57–1	P037	
Endrin	1,2,3,4,10,10-Hexachloro-6,7-epoxy-1,4,4a,5,6,7,8,8a-octahydro- 1,4-endo-endo-5,8-dimethanonaphthalene; Mendrin; Nendrin; Hexadrin	Unknown	1955-1959	72–20–8	P051	
gamma BHC	Lindane; 1,2,3,4,5,6-hexachloroCyclohexane(1α, 2α, 3β–, 4α, 5α, 6β)	Unknown	1955-1959	58–89–9	U129	
gamma Chlordane	trans-Chlordane; beta-Chlordane; 4,7-Methano-1H-indene 1,2,4,5,6,7,8,8-octachloro-2,3,3a,4,7,7a-hexahydro-, (1.alpha,2.beta,3a.alpha,4.beta, 7.beta,7a.alpha)-	Unknown	1955-1959	5103–74–2		
Heptachlor	1,4,5,6,7,8,8-heptachloro-3a,4,7,7a-tetrahydro-4,7-Methano-1H-indene	Unknown	1955-1959	76–44–8	P059	
Heptachlor epoxide	Epoxyheptachlor; HCE; 1,4,5,6,7,8,8-Heptachloro-2,3-Epoxy-2,3,3a,4,7,7a-Hexahydro-4,7-Methanoindene	Unknown	1955-1959	1024–57–3		
p, p'-DDD	TDE; DDD; 4,4 - DDD; 1,1-dichloro-2,2-bis(p-chlorophenyl)ethane	Unknown	1955-1959	72–54–8	U060	

LF007 Landfill 5						
Substance	**Regulatory Synonym(s)**	**Quantity (kg/lbs)**	**Date**	**CAS Registry No.**	**Hazardous Waste ID No.**	**Remarks**
p, p'-DDE	DDE; Dichlorodiphenyldichloroethylene, p,p'-	Unknown	1955-1959	72–55–9	none	
p, p'-DDT	DDT; Dichlorodiphenyltrichloroethane, p,p'-	Unknown	1955-1959	50–29–3	U061	
Aluminum	Al	Unknown	1955-1959	7429-90-5		
Arsenic	As	Unknown	1955-1959	7440–38–2	D004	
Barium	Ba	Unknown	1955-1959	7440-39-3	D005	
Beryllium	Be	Unknown	1955-1959	7440–41– 7	P015	
Cadmium	Cd	Unknown	1955-1959	7440–43– 9	D006	
Calcium	Ca	Unknown	1955-1959	7440-70-2		
Chromium, hexavalent		Unknown	1955-1959	7440–47– 3	D007	
Copper	Cu	Unknown	1955-1959	7440–50– 8		
Iron	Fe	Unknown	1955-1959	7439–89–6		
Lead	Pb	Unknown	1955-1959	7439–92– 1	D008	
Manganese	Mn	Unknown	1955-1959	7439–96–5		
Mercury	Hg	Unknown	1955-1959	7439–97– 6	U151, D009	
Molybdenum	Mo	Unknown	1955-1959	7439-98-7		
Nickel	Ni	Unknown	1955-1959	7440–02– 0		
Sodium	Na	Unknown	1955-1959	7440–23–5		
Strontium	Sr	Unknown	1955-1959	7440-24-6		
Zinc	Zn	Unknown	1955-1959	7440–66– 6		

SD-31 Three Mile Creek						
Substance	**Regulatory Synonym(s)**	**Quantity (kg/lbs)**	**Date**	**CAS Registry No.**	**Hazardous Waste ID No.**	**Remarks**
1,1,2,2-Tetrachloroethane	1,1-Dichloro-2,2-Dichloroethane; Acetylene Tetrachloride	Unknown	Unknown	79–34–5	U209	SD-31Three Mile Creek - Sediment and Surface Water - Creek has been dredged. LTM including surface water, sediment and fish tissue sampling continues.
1,2-Dichlorobenzene	o-Dichlorobenzene	Unknown	Unknown	95–50–1	U070, F002	
1,4-Dichlorobenzene	p-Dichlorobenzene	Unknown	Unknown	106–46–7	U072, D027	
2,3,7,8-Tetrachlorodibenzo -p-Dioxin	2,3,7,8-TCDD	Unknown	Unknown	1746–01–6	none	
2,4-Dimethylphenol	m-Xylenol; 4-Hydoxy-1-,3-Dimethylbenzene	Unknown	Unknown	105–67–9	U101	
2-Methylnaphthalene	beta-Methylnaphthalene	Unknown	Unknown	91–57–6	none	
2-Methylphenol	o-Cresol; 2-Hydroxytoluene; o-Methylphenol; o-Hydroxytoluene; -Hydroxy-2-methylbenzene	Unknown	Unknown	95–48–7	none	
4-Methylphenol	p-Cresol; 4-Hydroxytoluene	Unknown	Unknown	106–44–5	none	
Acenaphthene	1,2-Dihydroacenaphthene; 1,8-Ethylenenaphthalene	Unknown	Unknown	83–32–9	none	
Acenapthylene	Cyclopenta(de)naphthalene	Unknown	Unknown	208–96–8	none	
Anthracene	Paranaphtalene; Anthraxcene; Green oil	Unknown	Unknown	120–12–7	none	
Benzene	benzol; coal naphtha; cyclohexatriene	Unknown	Unknown	71–43–2	U019	
Benzo(a)pyrene	3,4-Benzopyrene	Unknown	Unknown	50–32–8	U022	
Benzo(b)fluoranthene	Benz(e)acephenanthrylene; 3,4-Benzofluoranthene	Unknown	Unknown	207–08–9	none	
Benzo(g,h,i)perylene	1,12-Benzoperylene; 1,12-benzperylene	Unknown	Unknown	191-24-2		
Benzo(k)fluoranthene	Benz[e]acephenanthrylene	Unknown	Unknown	205–99–2	none	
Benzo[a]anthracene	Benz[a]anthracene; 1,2-Benzanthracene	Unknown	Unknown	56–55–3	U018	
Bis(2-chloroethyl)ether	1,1′-oxybis[2-chloro- Ethane]; Dichloroethyl ether	Unknown	Unknown	111–44–4	U025	

SD-31 Three Mile Creek						
Substance	**Regulatory Synonym(s)**	**Quantity (kg/lbs)**	**Date**	**CAS Registry No.**	**Hazardous Waste ID No.**	**Remarks**
Bis(2-ethylhexyl)phthalate	Dioctyl phthalate; Diethylhexyl phthalate (DEHP); 1,2-Benzenedicarboxylic acid, bis(2-ethylhexyl) ester	Unknown	Unknown	117–81–7	U028	
Chlorobenzene	Benzene chloride; Phenyl Chloride	Unknown	Unknown	108–90–7	U037, F002	
Chrysene	1,2,5,6-Dibenzonaphthalene; 1,2-Benzophenanthracene	Unknown	Unknown	218–01–9	U050	
cis-1,2-Dichloroethene	trans-dichloroethylene; trans-1,2-dichloroethylene; acetylene dichloride, trans-	Unknown	Unknown	156-60-5	U079	
Dibenzo[a,h]anthracene	Dibenz[a,h]anthracene: 1,2:5,6-Dibenzanthracene	Unknown	Unknown	53–70–3	U063	
Fluoranthene	Benzene, 1,2-(1,8-Naphthalenediyl); 1,2-Benzacenaphthene; Benzo[j,k]fluorene	Unknown	Unknown	206–44–0	U120	
Fluorene	Diphenylenemethane; 2,2'-Methylenebiphenyl; 2,3-Benzindene; o-Biphenylenemethane; alpha-Diphenylenemethane-9H-fluorene	Unknown	Unknown	86–73–7	none	
Hexachlorobenzene	Pentachlorophenyl chloride; Perchlorobenzene	Unknown	Unknown	118–74–1	U127, D032, F022, F026	
Indeno(1,2,3-cd)pyrene	1,10-(1,2-Phenylene)pyrene; o-Phenylenepyrene	Unknown	Unknown	193–39–5	U137	
Naphthalene	Albocarbon; Naphthene	Unknown	Unknown	91–20–3	U165	
Parathion, Ethyl	uAphamite; Corthione; Danthion; O'O-Deithyl O-(P-Nitrophenyl) Phosphorothioate	Unknown	Unknown	56-38-2	none	

SD-31 Three Mile Creek						
Substance	**Regulatory Synonym(s)**	**Quantity (kg/lbs)**	**Date**	**CAS Registry No.**	**Hazardous Waste ID No.**	**Remarks**
Parathion, Methyl	Dimethyl 4-Nitrophenyl Phosphorothionate; O,O-Dimethyl O-(p-Nitrophenyl) Phosphorothioate	Unknown	Unknown	298–00–0	P071	
Pentachlorophenol	Chlorophen; 1-Hydroxy- 2,3,4,5,6-pentachlorobenzene	Unknown	Unknown	87–86–5	D037, F021, F027	
Phenanthrene	HSDB 2166	Unknown	Unknown	85–01–8	none	
Phenol	Hydroxybenzene	Unknown	Unknown	108–95–2	U188	
Pyrene	Benzo(Def)Phenanthrene; beta-Pyrene	Unknown	Unknown	129–00–0	none	
Trichloroethene	Trichloroethylene; TCE	Unknown	Unknown	79–01–6	U228, F001, F002	
Vinyl Chloride	Chloroethylene; Chloroethene	Unknown	Unknown	75–01–4	U043, D043	
4,4 - DDT	p,p DDT; DDT; Dichlorodiphenyltrichloroethane, p,p'-	Unknown	Unknown	50–29–3	U061	
4,4' - DDD	TDE; DDD; p,p - DDD; 1,1-dichloro-2,2-bis(p-chlorophenyl)ethane	Unknown	Unknown	72–54–8	U060	
4,4' - DDE	p,p DDE; Dichlorodiphenyldichloroethylene, p,p'-	Unknown	Unknown	72–55–9	none	
Aldrin	1,2,3,4,10,10-hexachloro-1,4,4a,5,8,8a-hexahydro-1,4:5,8-Dimethanonaphthalene (1alpha,4alpha,4abeta,5alpha, 8alpha,8abeta)-	Unknown	Unknown	309–00–2	P004	
alpha-BHC	alpha-HCH; alpha-Benzenehexachloride; CycloHexane, alpha-1,2,3,4,5,6-Hexachloro-	Unknown	Unknown	319–84–6	none	
alpha Chlordane	alpha-Chlordan; cis-Chlordan; alpha(cis)-Chlordane; cis-Chlordane; 4,7-Methanoindan, 1-alpha,2-alpha,4-beta,5,6,7-beta,8,8-octachloro-3a-alpha,4,7,7a-alpha-tetrahydro	Unknown	Unknown	5103–71–9		

SD-31 Three Mile Creek						
Substance	**Regulatory Synonym(s)**	**Quantity (kg/lbs)**	**Date**	**CAS Registry No.**	**Hazardous Waste ID No.**	**Remarks**
alpha-Endosulfan	Endosulfan I; endo-1,4,5,6,7,7-Hexachloro-5-norbornene-2,3-dimethanol cyclic sulfite	Unknown	Unknown	959–98–8	none	
beta-BHC	beta-HCH; beta-Lindane; Cyclohexane, 1,2,3,4,5,6-Hexachloro-, beta-	Unknown	Unknown	319–85–7	none	
delta-BHC	delta-HCH; hexachlorocyclohexane, delta-; delta-LINDANE; Cyclohexane, delta-1,2,3,4,5,6-Hexachloro	Unknown	Unknown	319–86–8	none	
Dibenzofuran	Diphenylene oxide; DBF	Unknown	Unknown	132–64–9	none	
Dieldrin	Alvit; Illoxol; Hexachloroepoxyoctohydro-endo,exo-Dimethanonaphthalene	Unknown	Unknown	60–57–1	P037	
Endosulfan I	alpha-Endosulfan; endo-1,4,5,6,7,7-Hexachloro-5-norbornene-2,3-dimethanol cyclic sulfite	Unknown	Unknown	959–98–8	none	
Endosulfan II	beta-Endosulfan	Unknown	Unknown	33213-65-9	none	
Endrin	1,2,3,4,10,10-Hexachloro-6,7-epoxy-1,4,4a,5,6,7,8,8a-octahydro- 1,4-endo-endo-5,8-dimethanonaphthalene; Mendrin; Nendrin; Hexadrin	Unknown	Unknown	72–20–8	P051	
gamma Chlordane	trans-Chlordane; beta-Chlordane; 4,7-Methano-1H-indene 1,2,4,5,6,7,8,8-octachloro-2,3,3a,4,7,7a-hexahydro-, (1.alpha,2.beta,3a.alpha,4.beta, 7.beta,7a.alpha)-	Unknown	Unknown	5103–74–2		
gamma BHC	Lindane; 1,2,3,4,5,6-hexachloroCyclohexane(1α, 2α, 3β–, 4α, 5α, 6β)	Unknown	Unknown	58–89–9	U129	

SD-31 Three Mile Creek						
Substance	**Regulatory Synonym(s)**	**Quantity (kg/lbs)**	**Date**	**CAS Registry No.**	**Hazardous Waste ID No.**	**Remarks**
Guthion	Azinphos-methyl	Unknown	Unknown	86–50–0		
Heptachlor	1,4,5,6,7,8,8-heptachloro-3a,4,7,7a-tetrahydro-4,7-Methano-1H-indene	Unknown	Unknown	76–44–8	P059	
Heptachlor epoxide	Epoxyheptachlor; HCE; 1,4,5,6,7,8,8-Heptachloro-2,3-Epoxy-2,3,3a,4,7,7a-Hexahydro-4,7-Methanoindene	Unknown	Unknown	1024–57–3		
Malathion	1,2-Bis(ethoxycarbonyl)ethyl O, O-dimethyl phosphorodithioate; Diethyl (dimethoxyphos phinothioylthio)succinate; O,O-Dimethyl S-(1,2-dicarbethoxyethyl) dithiophosphate	Unknown	Unknown	121–75–5		
Methoxychlor	1,1,1-trichloro-2,2-bis(p-methoxyphenyl)ethane	Unknown	Unknown	72–43–5	U247	
Mirex	Dechlorane; Cyclopentadiene, Hexachloro-, Dimer; Ferriamicide	Unknown	Unknown	2385–85–5		
PCB-Aroclor 1242	Chlorinated Biphenyl	Unknown	Unknown	53469–21–9		
PCB-Aroclor 1254	HSDB 6357	Unknown	Unknown	11097–69–1	none	
PCB-Aroclor 1260	Chlorinated Biphenyl	Unknown	Unknown	11096– 82–5	none	
Aluminum	Al	Unknown	Unknown	7429-90-5		
Arsenic	As	Unknown	Unknown	7440–38–2	D004	
Cadmium	Cd	Unknown	Unknown	7440–43– 9	D006	
Chromium	Cr	Unknown	Unknown	7440–47–3	D007	
Copper	Cu	Unknown	Unknown	7440–50– 8		
Iron	Fe	Unknown	Unknown	7439–89–6		

SD-31 Three Mile Creek						
Substance	**Regulatory Synonym(s)**	**Quantity (kg/lbs)**	**Date**	**CAS Registry No.**	**Hazardous Waste ID No.**	**Remarks**
Lead	Pb	Unknown	Unknown	7439–92– 1	D008	
Manganese	Mn	Unknown	Unknown	7439–96–5		
Mercury	Hg	Unknown	Unknown	7439–97– 6	U151, D009	
Nickel	Ni	Unknown	Unknown	7440–02– 0		
Selenium	Se	Unknown	Unknown	7782–49–2	D010	
Silver	Ag	Unknown	Unknown	7440–22– 4	D011	
Zinc	Zn	Unknown	Unknown	7440–66– 6		

Exhibit E

Map of All Environmental Sites

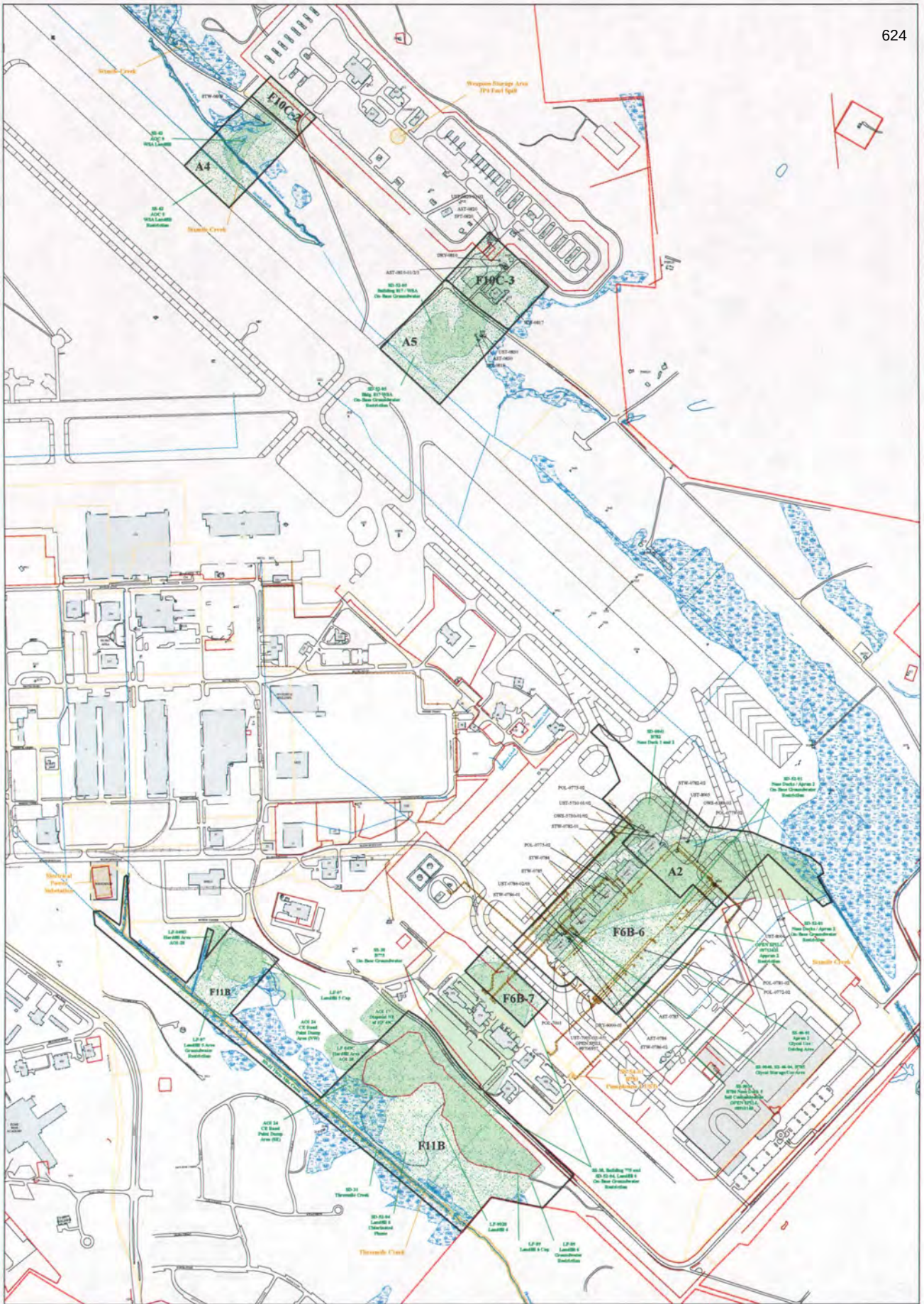

F10C-2
A4
F10C-3
A5
A2
F6B-6
F6B-7
F11B
F11B
Stanislo Creek
Weapons Storage Area
TP4 Fuel Spill
Electrical Power Substation
Throoside Creek
BASE LOCATION
SITE LOCATION
Key to Features
EBS Factors
Above Ground Storage Tanks
Drywells
Grease Traps
Other Storage Tanks
Other Misc Env Factors
Oil / Water Separators
Hydrant Fueling/Pipeline Systems
Septic Tank Systems
Haz Waste & Petro Storage
Underground Storage Tanks
Misc Wastewater-Related Sites
Road
Airfield
Boundary
Fence
Hydrant Fuel Line
Railroad
Surface Water
Culvert / Ditch
Parcel to be Transferred
Landfill 6 Cap
Parcel Boundary
Demolished Facilities
Existing Facilities
Adjacent Sites
Restricted Area
Non-Restricted Area
Restricted Sites
Wetlands
1,000
500
0
1,000
Feet
N
UNITED STATES AIR FORCE
FORMER GRIFFISS AIR FORCE BASE
ROME, NEW YORK
Finding of Suitability for Early Transfer
Parcels: F11B, F6B-6, F6B-7,
A2, A4, A5, F10C-2, and F10C-3
May 25, 2011

Exhibit F

Map of Restrictive Environmental Sites with Coordinates

Exhibit G
Schedule of Future Actions Required at Environmental Sites

PROJECT SCHEDULE FOR RESPONSE/CORRECTIVE ACTION AND OPERATION AND MAINTENANCE REQUIREMENTS

1. Schedule for AOC Sites SS-38 Building 775 On-Base Groundwater and SD-52-04 Landfill 6 On-Base Groundwater :

Feasibility Study completed – April 2005
Final Feasibility Study Addendum/Supplement completed – September 2006
Proposed Plan completed – September 2007
Public Notice on Proposed Plan Issued- September 2007
Records of Decisions completed – March 2009
Final Remediation In-Place completed - December 2009
Operating Properly and Successfully Determination anticipated:
SS-38 Building775 On-Base Groundwater – February 2013
SD-52-04 Landfill 6 On-Base Groundwater – November 2014

2. Schedule for SD-52-01 Nosedocks/Apron 2 On-Base Groundwater:

Remedial Investigation completed - April 2004
Feasibility Study completed – August 2006
Proposed Plan completed – September 2007
Public Notice on Proposed Plan Issued - September 2007
Records of Decisions completed - March 2009
Final Remediation In-Place completed – December 2009
Operating Properly and Successfully Determination anticipated – September 2013

3. Schedule for SS-62 AOC 9 Weapons Storage Area Landfill:

Remedial Investigation completed – May 2004
Feasibility Study completed – October 2004
Proposed Plan completed – January 2010
Public Notice on Proposed Plan – January 2010
Record of Decision completed - September 2010
Source Removal Completed – October 2011
Final Remediation In-Place anticipated – January 2013
Operating Properly and Successfully Determination anticipated – December 2014

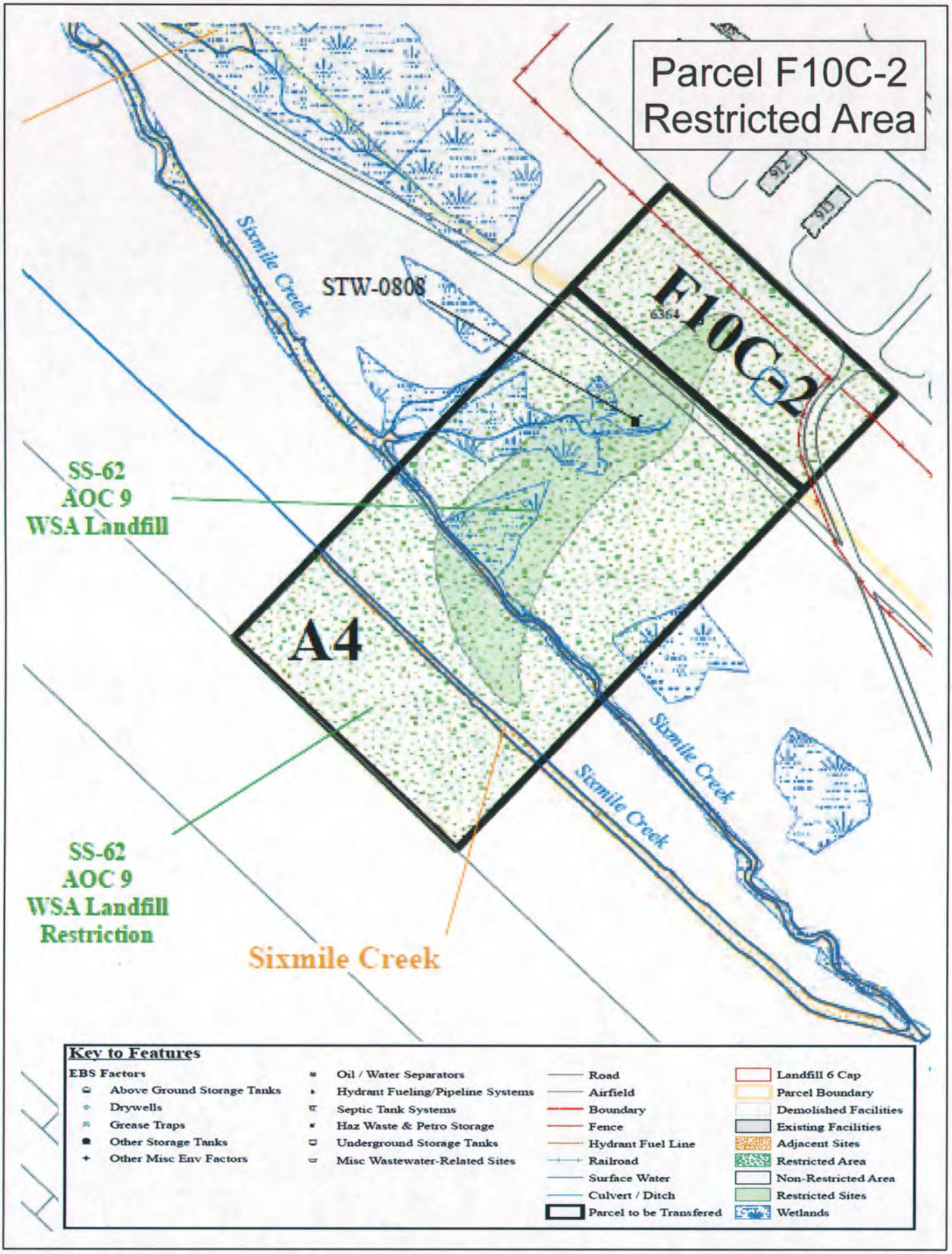
4. Schedule for SD-52-05 Building 817/WSA On-Base Groundwater:

Feasibility Study completed – April 2005
Final Feasibility Study Addendum/Supplement completed – September 2006
Proposed Plan completed – September 2007
Public Notice on Proposed Plan Issued - September 2007

Records of Decisions completed - March 2009
Final Remediation In-Place completed - December 2009
Operating Properly and Successfully Determination anticipated - November 2014

5. Schedule for AOC Sites SS-38 Building 775 On-Base Groundwater and SD-52-01 Nosedocks/Apron 2 On-Base Groundwater Soil Vapor Intrusion Remedial Action:

Actual Contract Award - September 2008
Draft Feasibility Study submitted - February 2009
Feasibility Study completed - February 2010
Pilot Study to be completed – January 2012
Proposed Plan to be completed – March 2012
Public Notice on Proposed Plan to be issued - March 2012
Record of Decision to be completed – August 2012
Final Remediation In-Place anticipated – December 2012
Operating Properly and Successfully determination anticipated – June 2015

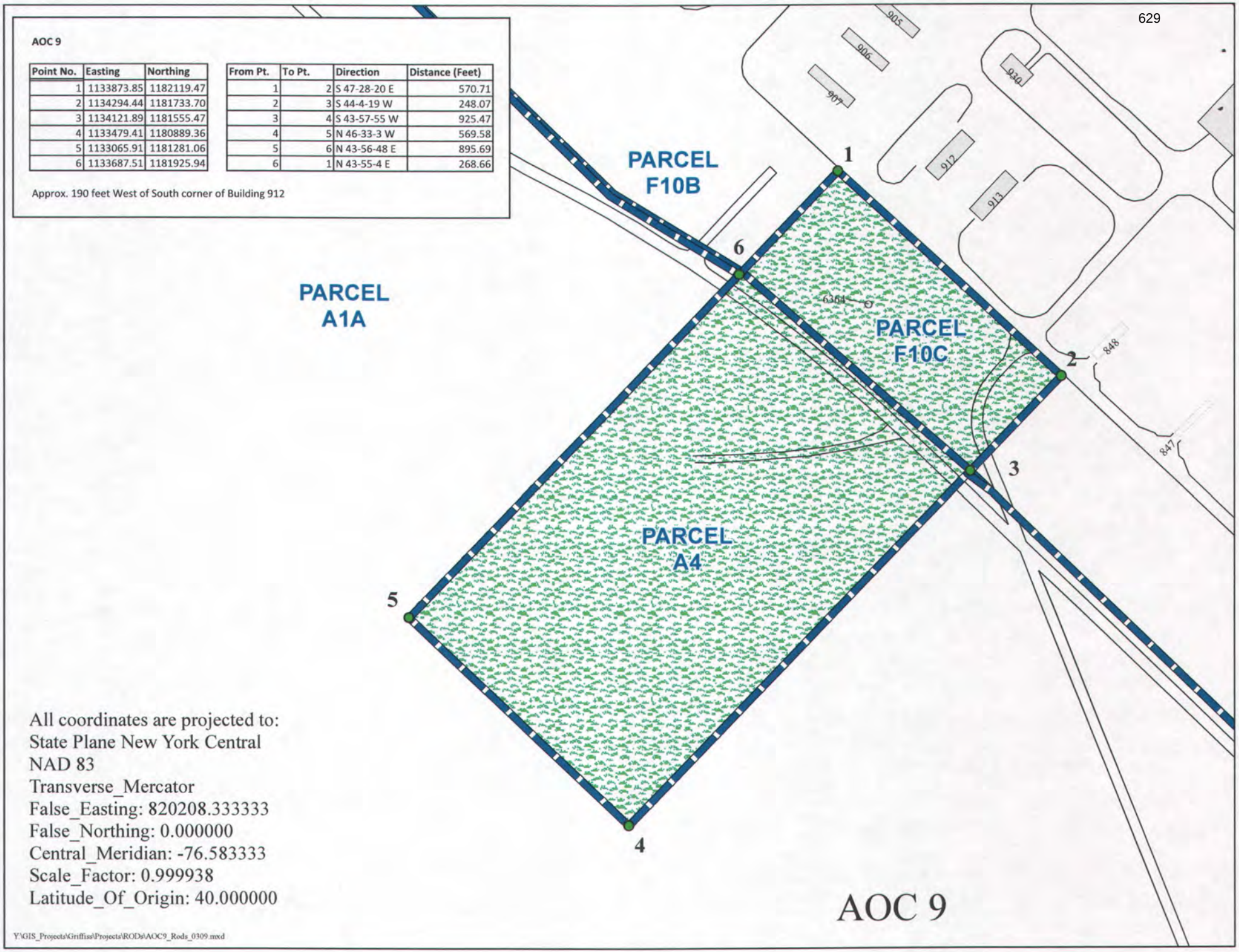

Parcel F10C-2
Restricted Area
912
913
Sixmile Creek
STW-0808
F10C-2
6364
SS-62
AOC 9
WSA Landfill
A4
Sixmile Creek
Sixmile Creek
SS-62
AOC 9
WSA Landfill
Restriction
Sixmile Creek
Key to Features
EBS Factors
Above Ground Storage Tanks
Drywells
Grease Traps
Other Storage Tanks
Other Misc Env Factors
Oil / Water Separators
Hydrant Fueling/Pipeline Systems
Septic Tank Systems
Haz Waste & Petro Storage
Underground Storage Tanks
Misc Wastewater-Related Sites
Road
Airfield
Boundary
Fence
Hydrant Fuel Line
Railroad
Surface Water
Culvert / Ditch
Parcel to be Transfered
Landfill 6 Cap
Parcel Boundary
Demolished Facilities
Existing Facilities
Adjacent Sites
Restricted Area
Non-Restricted Area
Restricted Sites
Wetlands

AOC 9

Point No.	Easting	Northing
1	1133873.85	1182119.47
2	1134294.44	1181733.70
3	1134121.89	1181555.47
4	1133479.41	1180889.36
5	1133065.91	1181281.06
6	1133687.51	1181925.94

From Pt.	To Pt.	Direction	Distance (Feet)
1	2	S 47-28-20 E	570.71
2	3	S 44-4-19 W	248.07
3	4	S 43-57-55 W	925.47
4	5	N 46-33-3 W	569.58
5	6	N 43-56-48 E	895.69
6	1	N 43-55-4 E	268.66

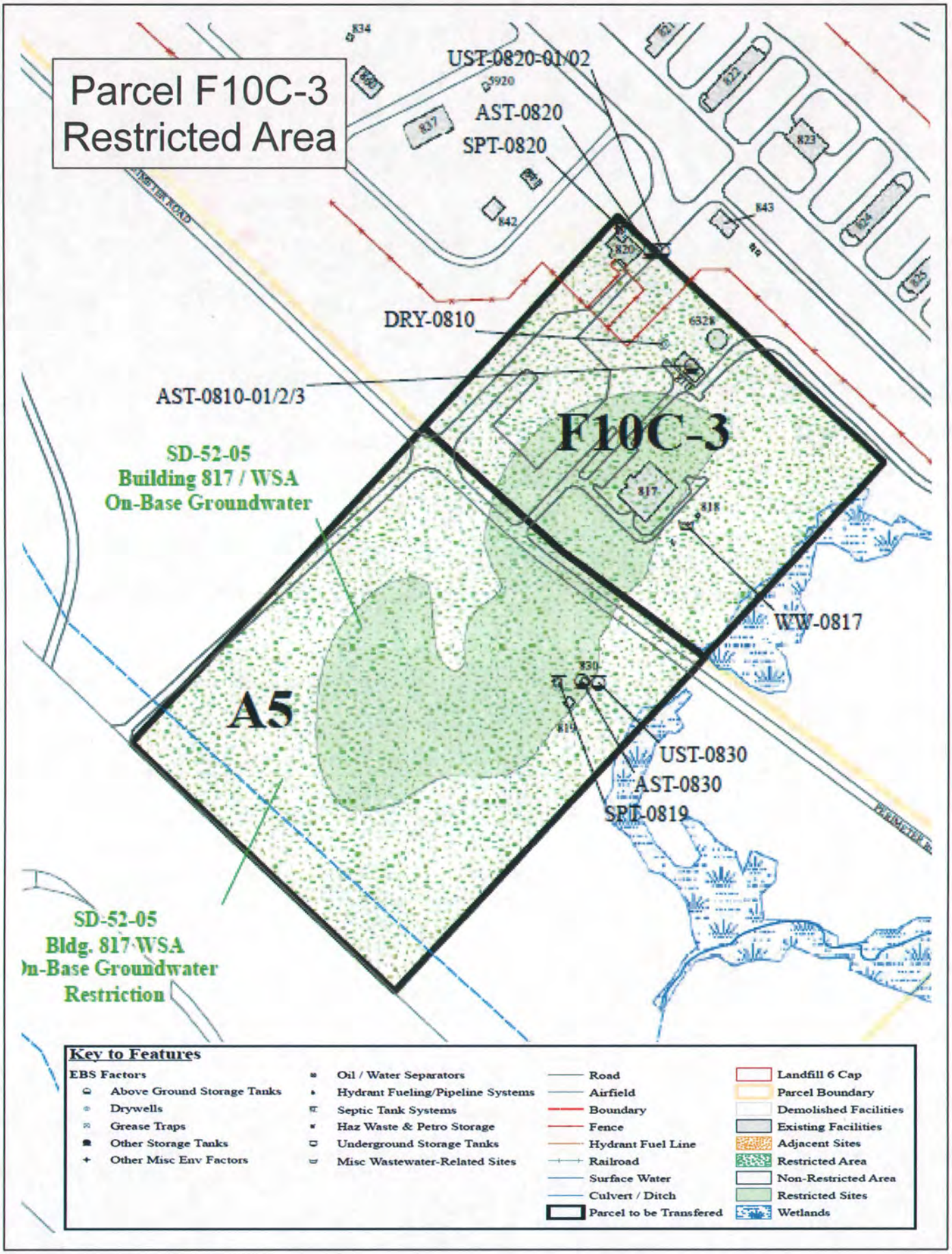
Approx. 190 feet West of South corner of Building 912

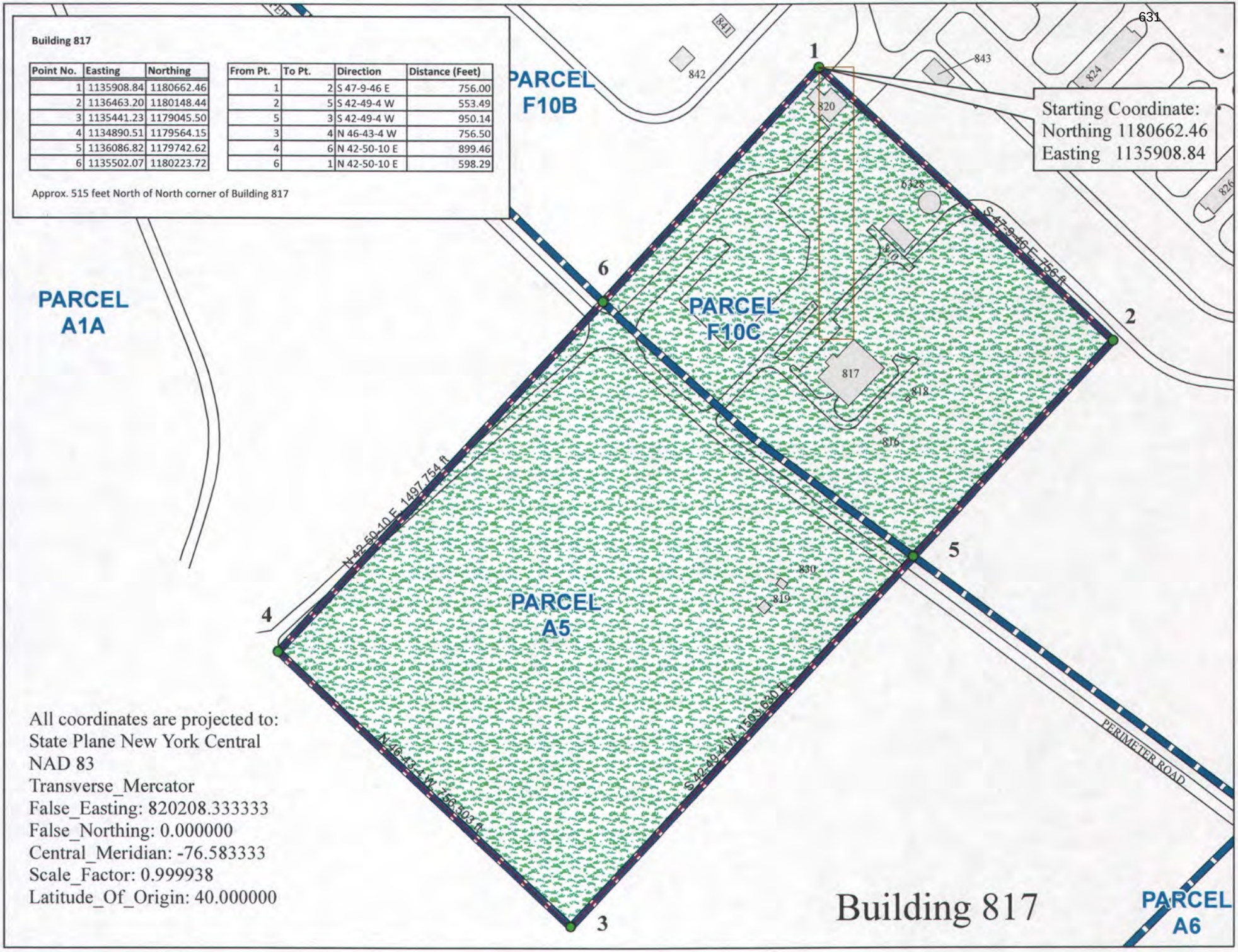


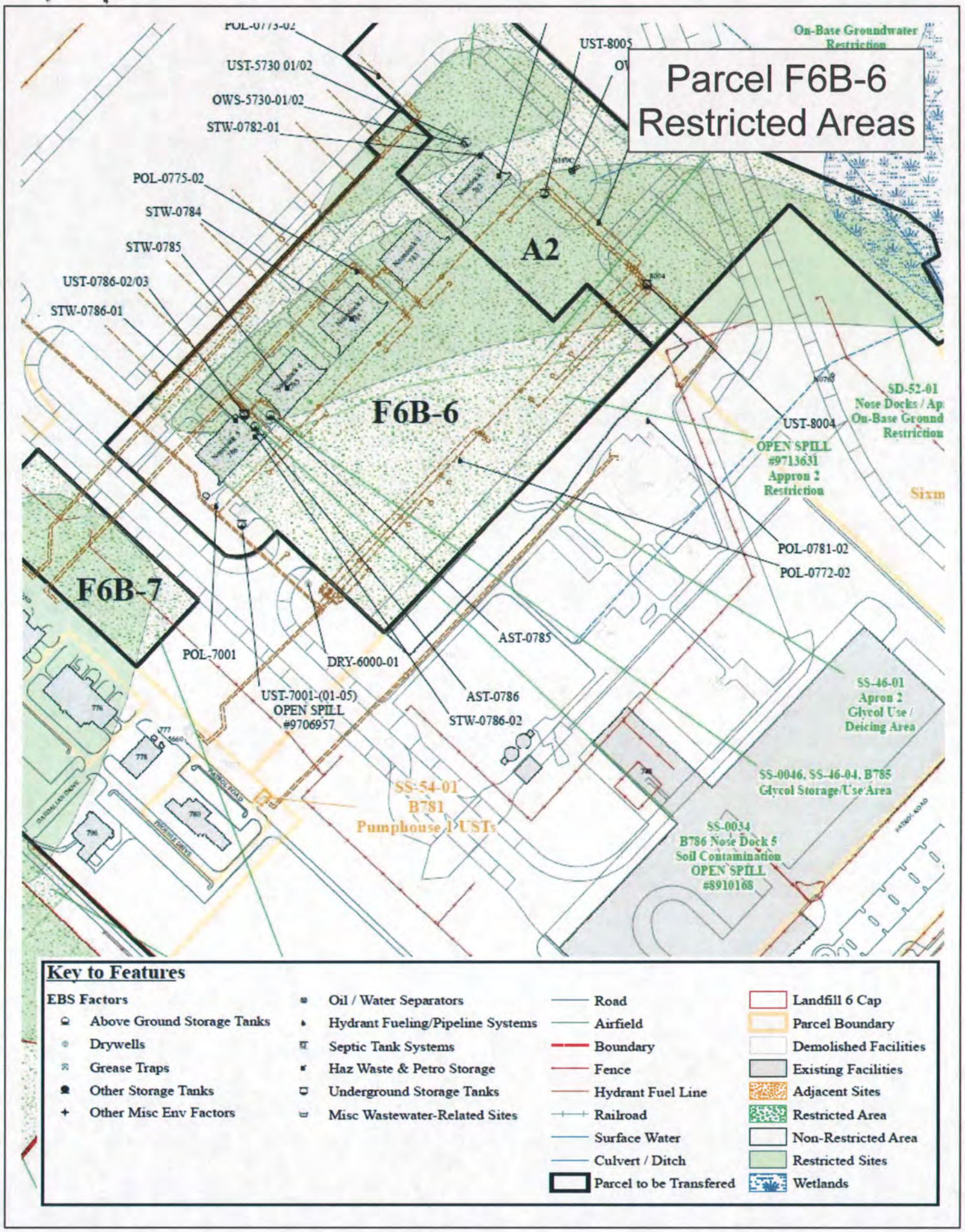
All coordinates are projected to:
State Plane New York Central
NAD 83
Transverse_Mercator
False_Easting: 820208.333333
False_Northing: 0.000000
Central_Meridian: -76.583333
Scale_Factor: 0.999938
Latitude_Of_Origin: 40.000000

AOC 9

Y:\GIS_Projects\Griffiss\Projects\RODs\AOC9_Rods_0309.mxd


Parcel F10C-3
Restricted Area
UST-0820-01/02
AST-0820
SPT-0820
DRY-0810
AST-0810-01/2/3
F10C-3
A5
SD-52-05
Building 817 / WSA
On-Base Groundwater
WW-0817
UST-0830
AST-0830
SPT-0819
SD-52-05
Bldg. 817 WSA
On-Base Groundwater
Restriction
Key to Features
EBS Factors
Above Ground Storage Tanks
Drywells
Grease Traps
Other Storage Tanks
Other Misc Env Factors
Oil / Water Separators
Hydrant Fueling/Pipeline Systems
Septic Tank Systems
Haz Waste & Petro Storage
Underground Storage Tanks
Misc Wastewater-Related Sites
Road
Airfield
Boundary
Fence
Hydrant Fuel Line
Railroad
Surface Water
Culvert / Ditch
Parcel to be Transfered
Landfill 6 Cap
Parcel Boundary
Demolished Facilities
Existing Facilities
Adjacent Sites
Restricted Area
Non-Restricted Area
Restricted Sites
Wetlands


Building 817
Point No. | Easting | Northing
1 | 1135908.84 | 1180662.46
2 | 1136463.20 | 1180148.44
3 | 1135441.23 | 1179045.50
4 | 1134890.51 | 1179564.15
5 | 1136086.82 | 1179742.62
6 | 1135502.07 | 1180223.72
From Pt. | To Pt. | Direction | Distance (Feet)
1 | 2 | S 47-9-46 E | 756.00
2 | 5 | S 42-49-4 W | 553.49
5 | 3 | S 42-49-4 W | 950.14
3 | 4 | N 46-43-4 W | 756.50
4 | 6 | N 42-50-10 E | 899.46
6 | 1 | N 42-50-10 E | 598.29
Approx. 515 feet North of North corner of Building 817
PARCEL F10B
PARCEL A1A
PARCEL F10C
PARCEL A5
PARCEL A6
Starting Coordinate:
Northing 1180662.46
Easting 1135908.84
S 47-9-46 E, 756 ft
N 42-50-10 E, 1497.754 ft
S 42-49-4 W, 1503.630 ft
N 46-43-4 W, 756.303 ft
PERIMETER ROAD
1
2
3
4
5
6
817
820
824
826
830
Building 817
All coordinates are projected to:
State Plane New York Central
NAD 83
Transverse_Mercator
False_Easting: 820208.333333
False_Northing: 0.000000
Central_Meridian: -76.583333
Scale_Factor: 0.999938
Latitude_Of_Origin: 40.000000

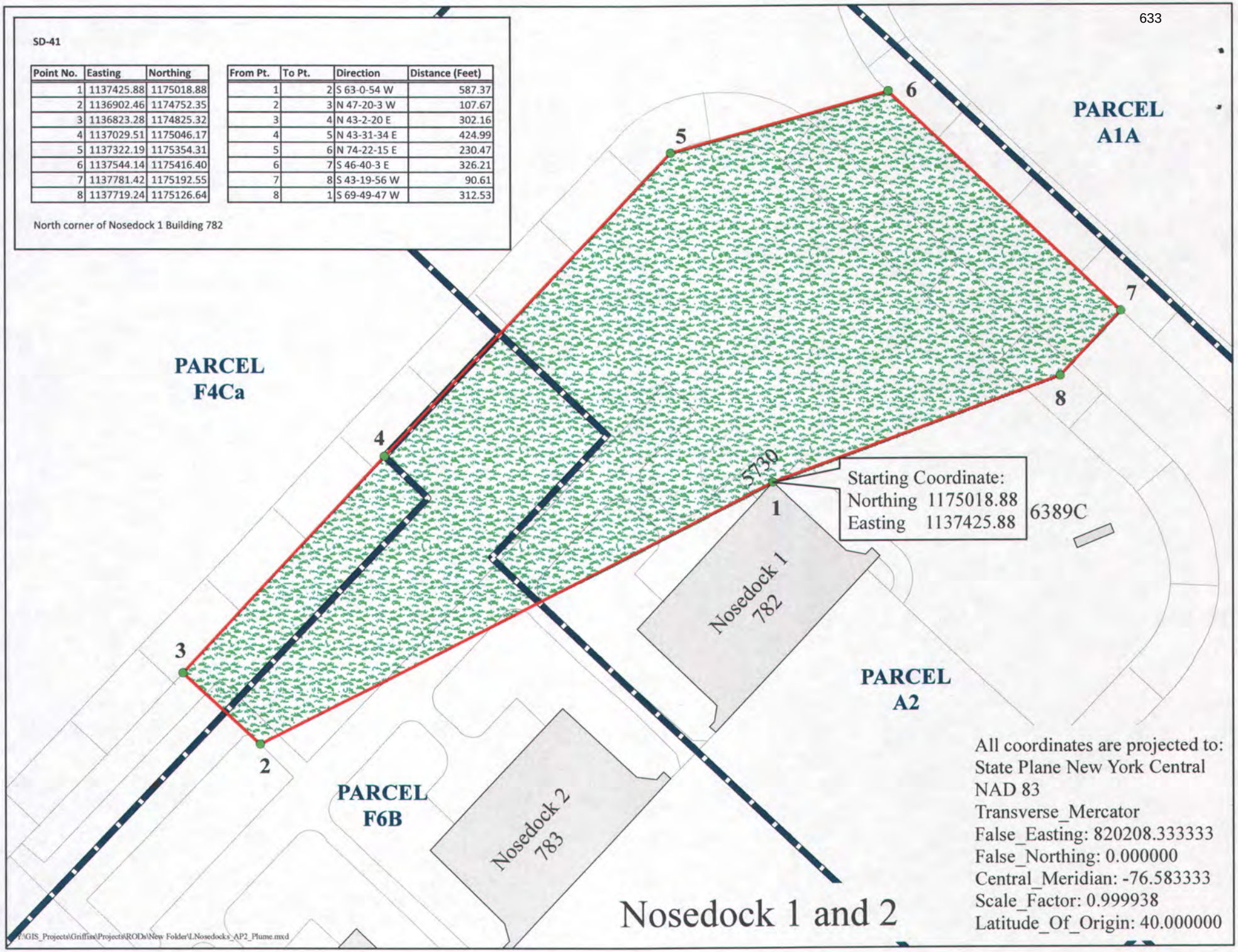

Parcel F6B-6
Restricted Areas
A2
F6B-6
F6B-7
POL-0775-02
UST-5730 01/02
OWS-5730-01/02
STW-0782-01
STW-0784
STW-0785
UST-0786-02/03
STW-0786-01
UST-8005
On-Base Groundwater Restriction
SD-52-01
Nose Docks / Ap
On-Base Ground
Restriction
UST-8004
OPEN SPILL
#9713631
Appron 2
Restriction
POL-0781-02
POL-0772-02
AST-0785
POL-7001
DRY-6000-01
UST-7001-(01-05)
OPEN SPILL
#9706957
AST-0786
STW-0786-02
SS-46-01
Apron 2
Glycol Use /
Deicing Area
SS-0046, SS-46-04, B785
Glycol Storage/Use Area
SS-54-01
B781
Pumphouse 1 USTs
SS-0034
B786 Nose Dock 5
Soil Contamination
OPEN SPILL
#8910168
Key to Features
EBS Factors
Above Ground Storage Tanks
Drywells
Grease Traps
Other Storage Tanks
Other Misc Env Factors
Oil / Water Separators
Hydrant Fueling/Pipeline Systems
Septic Tank Systems
Haz Waste & Petro Storage
Underground Storage Tanks
Misc Wastewater-Related Sites
Road
Airfield
Boundary
Fence
Hydrant Fuel Line
Railroad
Surface Water
Culvert / Ditch
Parcel to be Transfered
Landfill 6 Cap
Parcel Boundary
Demolished Facilities
Existing Facilities
Adjacent Sites
Restricted Area
Non-Restricted Area
Restricted Sites
Wetlands

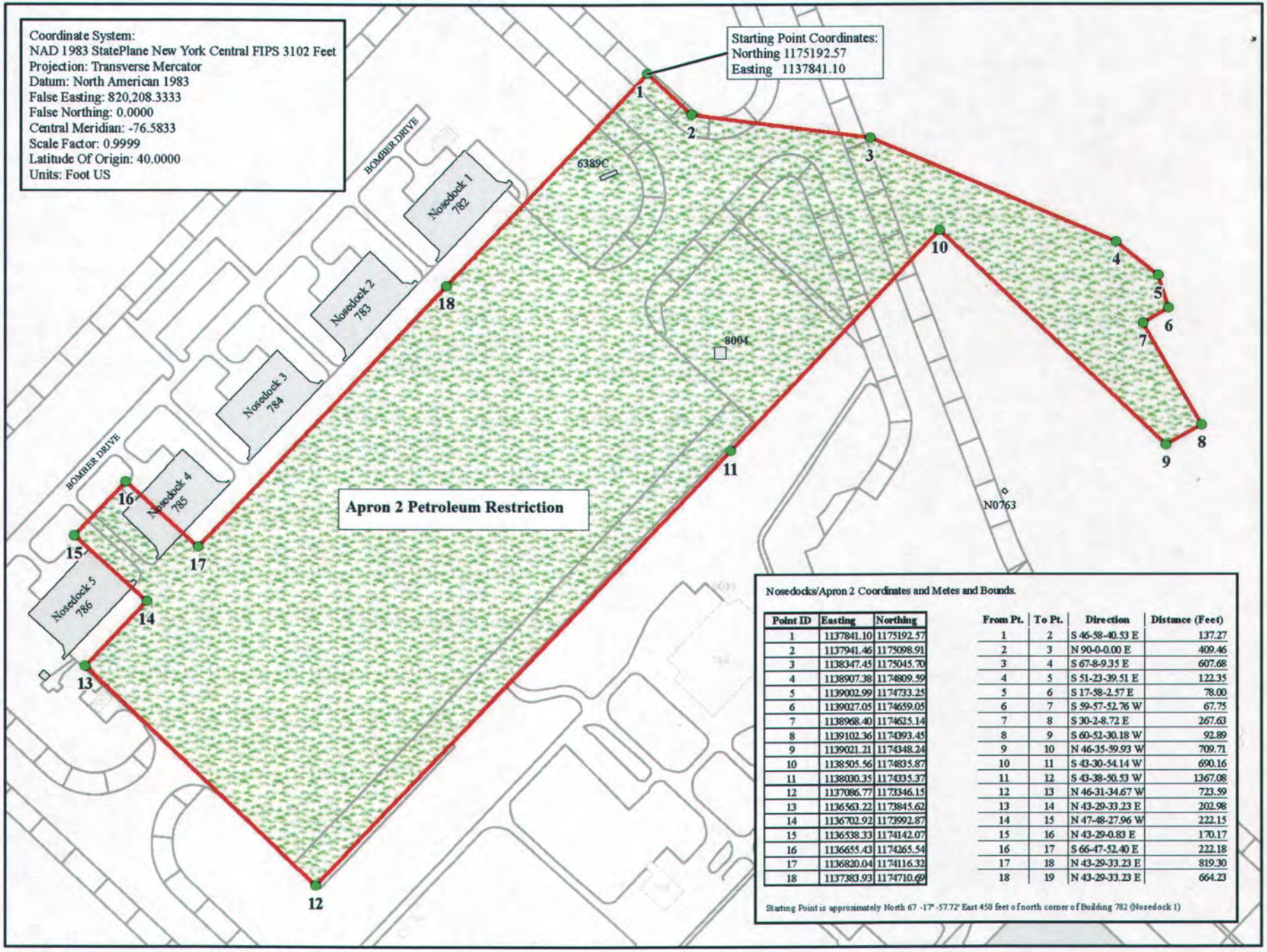
SD-41

Point No.	Easting	Northing
1	1137425.88	1175018.88
2	1136902.46	1174752.35
3	1136823.28	1174825.32
4	1137029.51	1175046.17
5	1137322.19	1175354.31
6	1137544.14	1175416.40
7	1137781.42	1175192.55
8	1137719.24	1175126.64

From Pt.	To Pt.	Direction	Distance (Feet)
1	2	S 63-0-54 W	587.37
2	3	N 47-20-3 W	107.67
3	4	N 43-2-20 E	302.16
4	5	N 43-31-34 E	424.99
5	6	N 74-22-15 E	230.47
6	7	S 46-40-3 E	326.21
7	8	S 43-19-56 W	90.61
8	1	S 69-49-47 W	312.53

North corner of Nosedock 1 Building 782





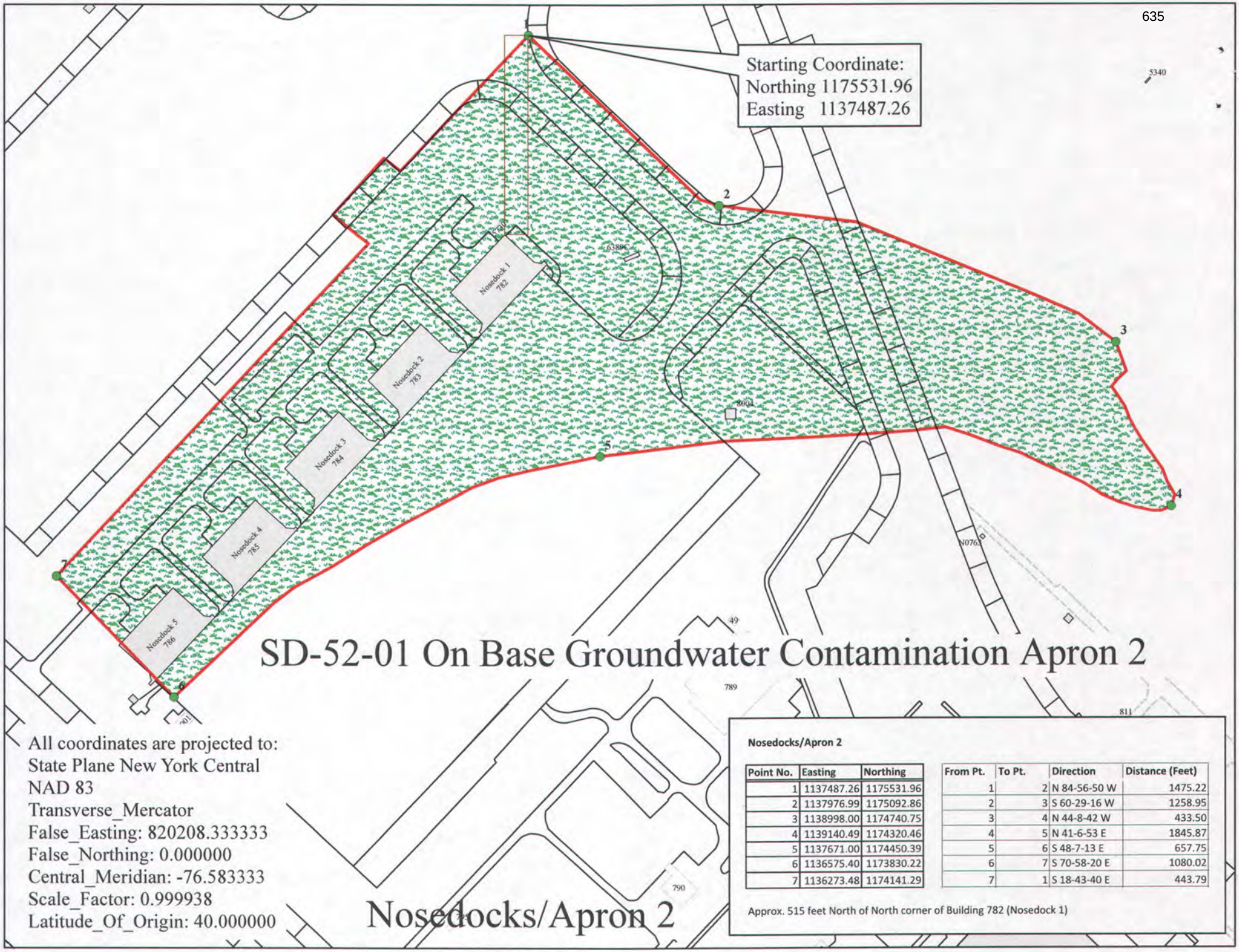
Nosedocks/Apron 2 Coordinates and Metes and Bounds.

Point ID	Easting	Northing
1	1137841.10	1175192.57
2	1137941.46	1175098.91
3	1138347.45	1175045.70
4	1138907.38	1174809.59
5	1139002.99	1174733.25
6	1139027.05	1174659.05
7	1138968.40	1174625.14
8	1139102.36	1174393.45
9	1139021.21	1174348.24
10	1138505.56	1174835.87
11	1138030.35	1174335.37
12	1137086.77	1173346.15
13	1136563.22	1173845.62
14	1136702.92	1173992.87
15	1136538.33	1174142.07
16	1136655.43	1174265.54
17	1136820.04	1174116.32
18	1137383.93	1174710.69

From Pt.	To Pt.	Direction	Distance (Feet)
1	2	S 46-58-40.53 E	137.27
2	3	N 90-0-0.00 E	409.46
3	4	S 67-8-9.35 E	607.68
4	5	S 51-23-39.51 E	122.35
5	6	S 17-58-2.57 E	78.00
6	7	S 59-57-52.76 W	67.75
7	8	S 30-2-8.72 E	267.63
8	9	S 60-52-30.18 W	92.89
9	10	N 46-35-59.93 W	709.71
10	11	S 43-30-54.14 W	690.16
11	12	S 43-38-50.53 W	1367.08
12	13	N 46-31-34.67 W	723.59
13	14	N 43-29-33.23 E	202.98
14	15	N 47-48-27.96 W	222.15
15	16	N 43-29-0.83 E	170.17
16	17	S 66-47-52.40 E	222.18
17	18	N 43-29-33.23 E	819.30
18	19	N 43-29-33.23 E	664.23

Starting Point is approximately North 67 -17' -57.72' East 450 feet o f north corner o f Building 782 (Nosedock 1)

Path: Y:\GIS_Projects\Griffiss\Projects\CDR_Maps\NDs_AP2 Metes & Bounds.mxd



SD-52-01 On Base Groundwater Contamination Apron 2

All coordinates are projected to:
State Plane New York Central
NAD 83
Transverse_Mercator
False_Easting: 820208.333333
False_Northing: 0.000000
Central_Meridian: -76.583333
Scale_Factor: 0.999938
Latitude_Of_Origin: 40.000000

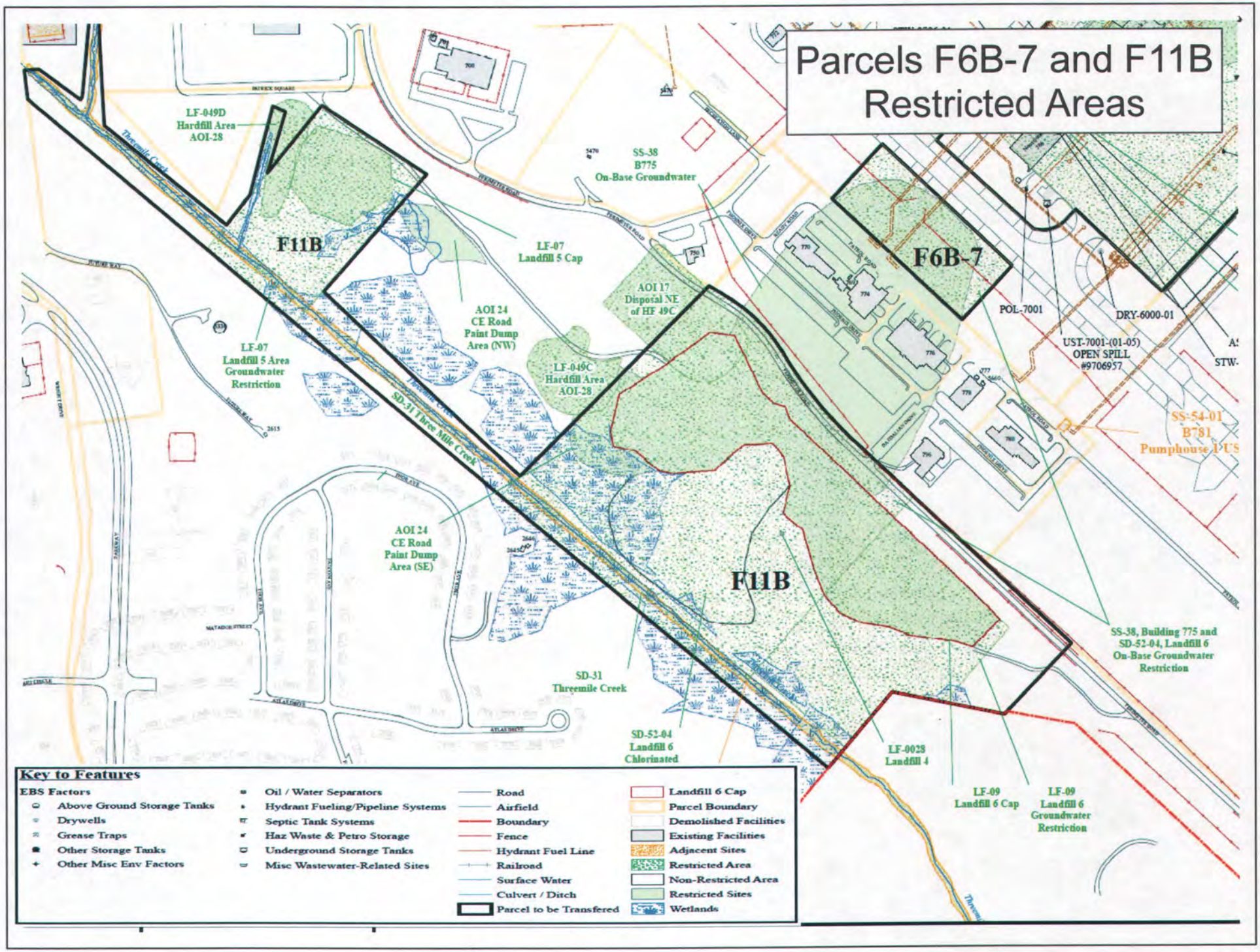
Nosedocks/Apron 2

Nosedocks/Apron 2

Point No.	Easting	Northing
1	1137487.26	1175531.96
2	1137976.99	1175092.86
3	1138998.00	1174740.75
4	1139140.49	1174320.46
5	1137671.00	1174450.39
6	1136575.40	1173830.22
7	1136273.48	1174141.29

From Pt.	To Pt.	Direction	Distance (Feet)
1	2	N 84-56-50 W	1475.22
2	3	S 60-29-16 W	1258.95
3	4	N 44-8-42 W	433.50
4	5	N 41-6-53 E	1845.87
5	6	S 48-7-13 E	657.75
6	7	S 70-58-20 E	1080.02
7	1	S 18-43-40 E	443.79

Approx. 515 feet North of North corner of Building 782 (Nosedock 1)


Parcels F6B-7 and F11B
Restricted Areas
LF-049D
Hardfill Area
AOI-28
Threemile Creek
F11B
SS-38
B775
On-Base Groundwater
LF-07
Landfill 5 Cap
AOI 17
Disposal NE
of HF 49C
AOI 24
CE Road
Paint Dump
Area (NW)
LF-07
Landfill 5 Area
Groundwater
Restriction
LF-049C
Hardfill Area
AOI-28
SD-31 Three Mile Creek
F6B-7
POL-7001
DRY-6000-01
UST-7001-(01-05)
OPEN SPILL
#9706957
SS-54-01
B781
Pumphouse DUS
AOI 24
CE Road
Paint Dump
Area (SE)
F11B
SS-38, Building 775 and
SD-52-04, Landfill 6
On-Base Groundwater
Restriction
SD-31
Threemile Creek
SD-52-04
Landfill 6
Chlorinated
LF-0028
Landfill 4
LF-09
Landfill 6 Cap
LF-09
Landfill 6
Groundwater
Restriction
Key to Features
EBS Factors
Above Ground Storage Tanks
Drywells
Grease Traps
Other Storage Tanks
Other Misc Env Factors
Oil / Water Separators
Hydrant Fueling/Pipeline Systems
Septic Tank Systems
Haz Waste & Petro Storage
Underground Storage Tanks
Misc Wastewater-Related Sites
Road
Airfield
Boundary
Fence
Hydrant Fuel Line
Railroad
Surface Water
Culvert / Ditch
Parcel to be Transfered
Landfill 6 Cap
Parcel Boundary
Demolished Facilities
Existing Facilities
Adjacent Sites
Restricted Area
Non-Restricted Area
Restricted Sites
Wetlands

Building 775

Point No.	Easting	Northing
1	1135885.71	1173982.55
2	1136442.12	1173458.41
3	1136226.46	1173227.94
4	1136490.16	1172981.18
5	1135249.27	1171637.19
6	1134241.35	1172482.28
7	1135586.51	1173826.78
8	1135667.62	1173750.39

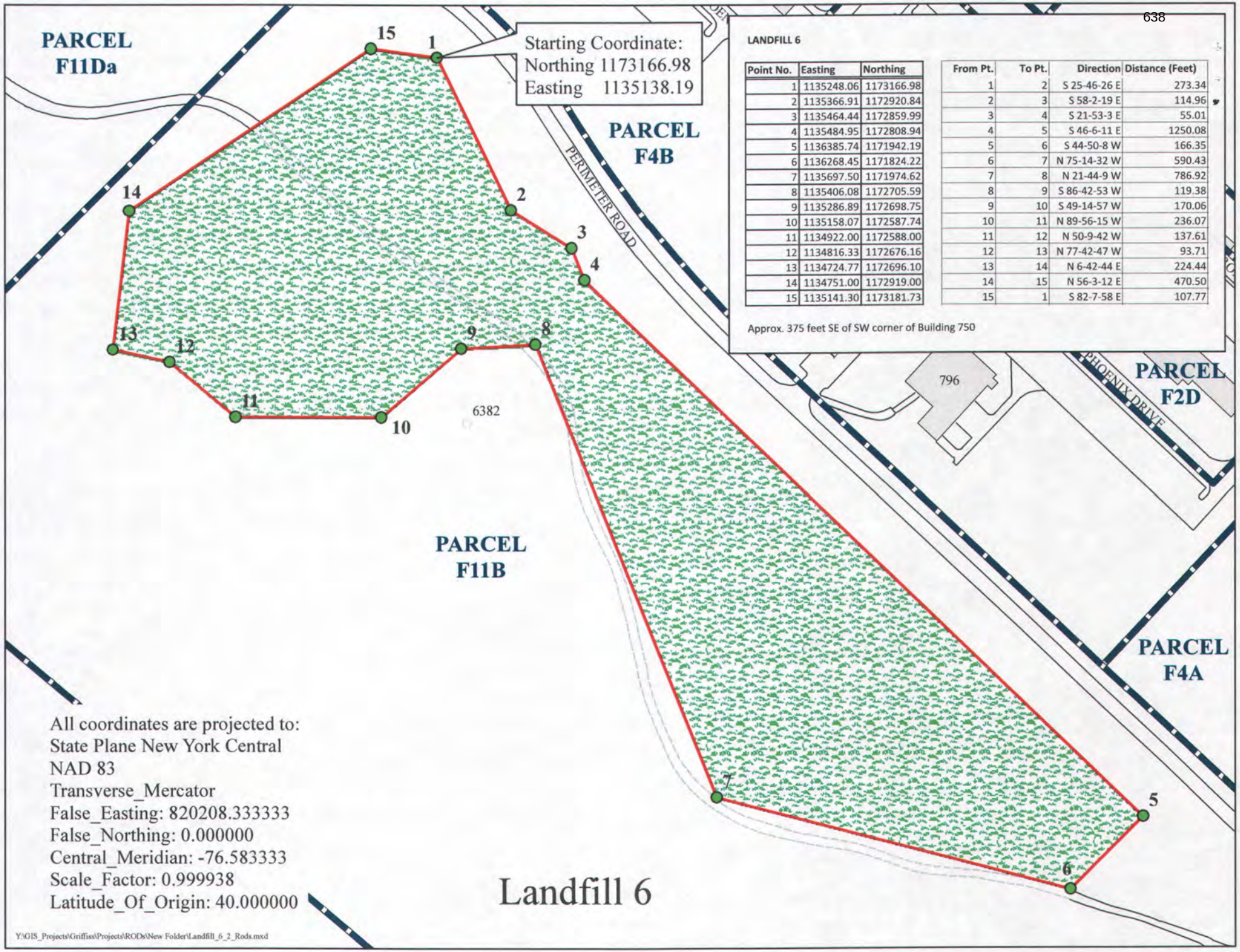
From Pt.	To Pt.	Direction	Distance (Feet)
1	2	S 46-42-38 E	764.41
2	3	S 43-5-57 W	315.64
3	4	S 46-54-3 E	361.15
4	5	S 42-42-57 W	1829.23
5	6	N 50-1-20 W	1315.32
6	7	N 45-0-50 E	1901.88
7	8	S 46-43-7 E	111.43
8	1	N 43-12-35 E	318.53

Approx. 390 feet north of North corner of Building 770

Starting Coordinate:
Northing 1173982.55
Easting 1135885.71

All coordinates are projected to:
State Plane New York Central
NAD 83
Transverse_Mercator
False_Easting: 820208.333333
False_Northing: 0.000000
Central_Meridian: -76.583333
Scale_Factor: 0.999938
Latitude_Of_Origin: 40.000000

SD-52-04 Landfill 6 On-Base Groundwater and SS-38 Building 775 Restriction

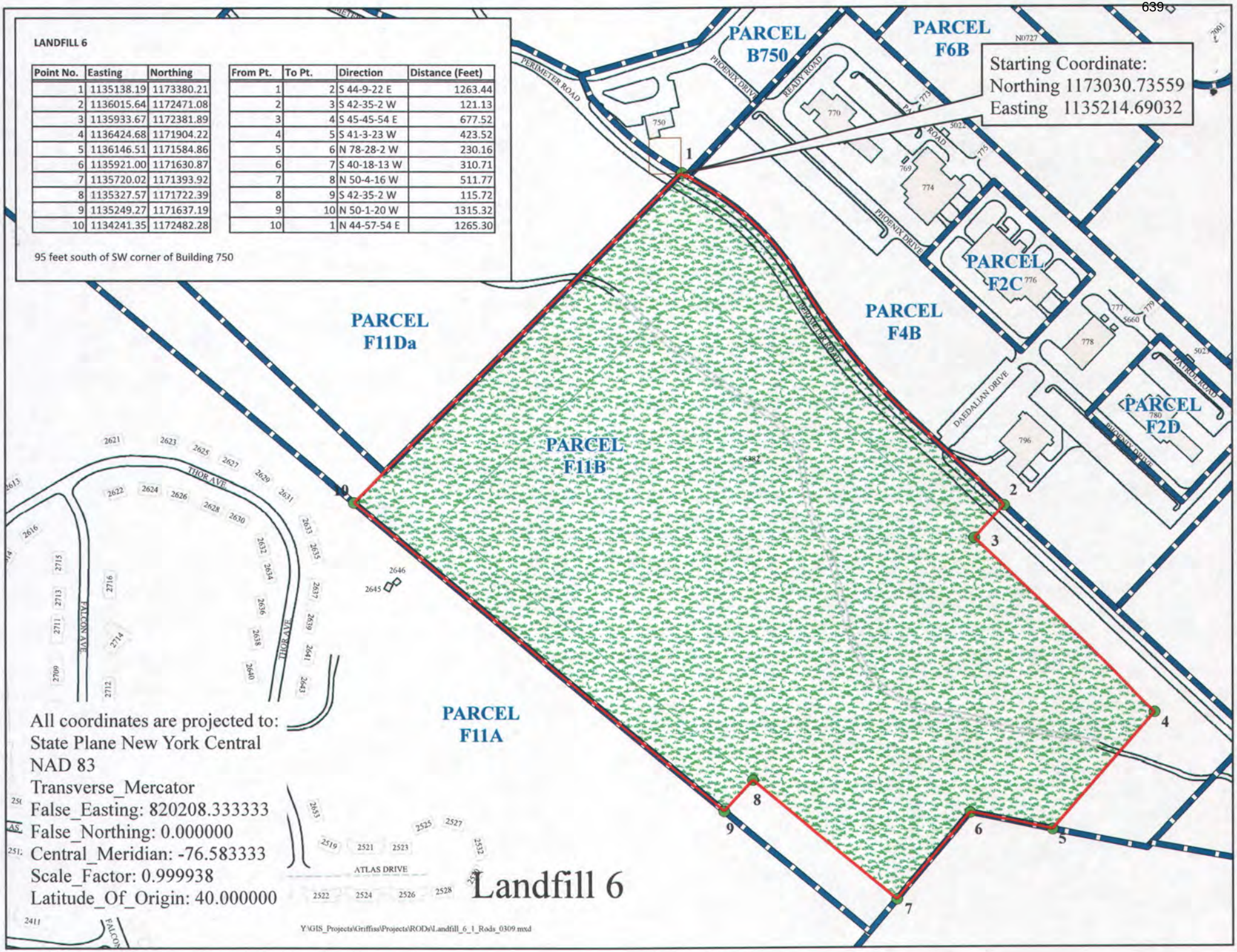


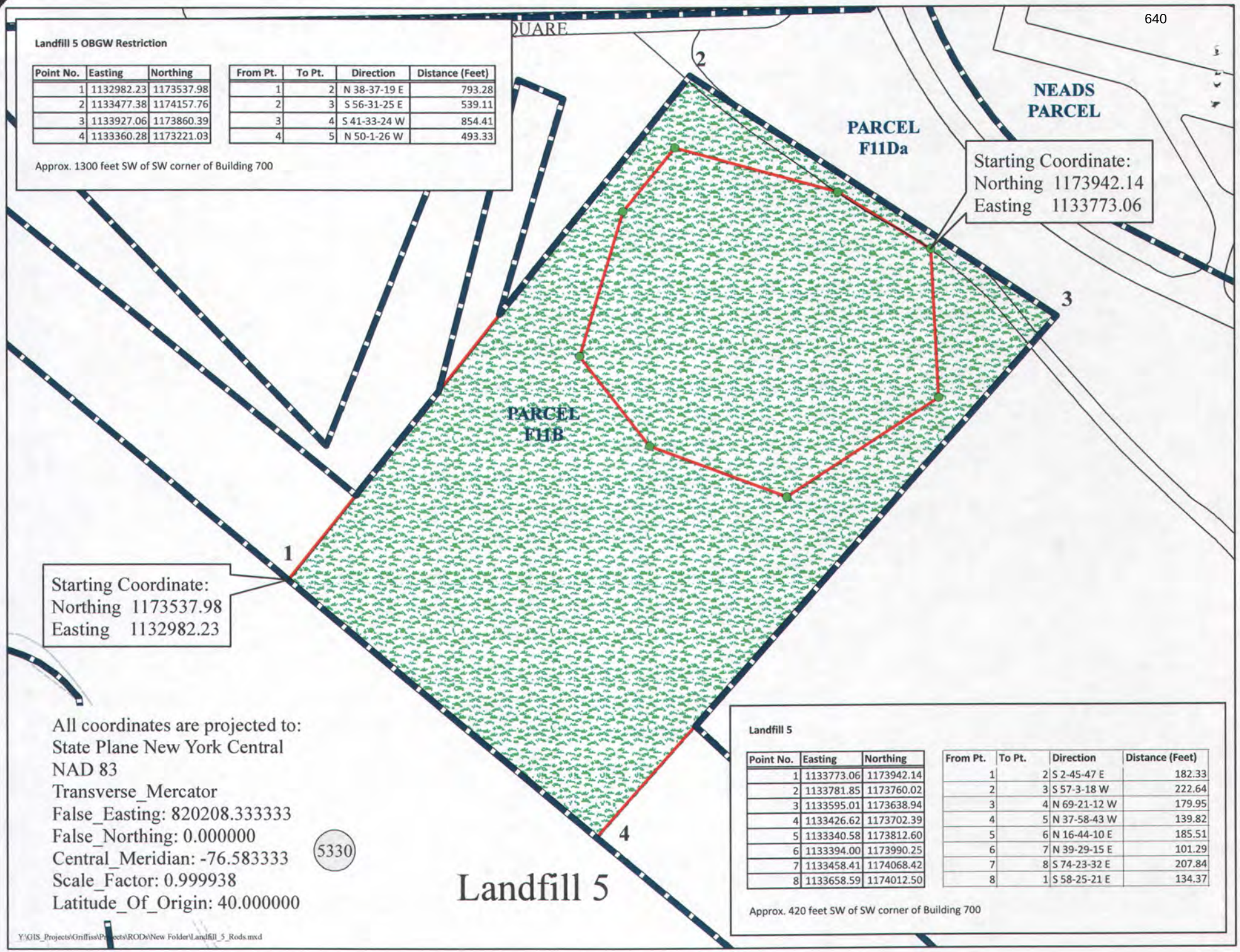
LANDFILL 6

Point No.	Easting	Northing
1	1135248.06	1173166.98
2	1135366.91	1172920.84
3	1135464.44	1172859.99
4	1135484.95	1172808.94
5	1136385.74	1171942.19
6	1136268.45	1171824.22
7	1135697.50	1171974.62
8	1135406.08	1172705.59
9	1135286.89	1172698.75
10	1135158.07	1172587.74
11	1134922.00	1172588.00
12	1134816.33	1172676.16
13	1134724.77	1172696.10
14	1134751.00	1172919.00
15	1135141.30	1173181.73

From Pt.	To Pt.	Direction	Distance (Feet)
1	2	S 25-46-26 E	273.34
2	3	S 58-2-19 E	114.96
3	4	S 21-53-3 E	55.01
4	5	S 46-6-11 E	1250.08
5	6	S 44-50-8 W	166.35
6	7	N 75-14-32 W	590.43
7	8	N 21-44-9 W	786.92
8	9	S 86-42-53 W	119.38
9	10	S 49-14-57 W	170.06
10	11	N 89-56-15 W	236.07
11	12	N 50-9-42 W	137.61
12	13	N 77-42-47 W	93.71
13	14	N 6-42-44 E	224.44
14	15	N 56-3-12 E	470.50
15	1	S 82-7-58 E	107.77

Approx. 375 feet SE of SW corner of Building 750


LANDFILL 6
Point No. | Easting | Northing
1 | 1135138.19 | 1173380.21
2 | 1136015.64 | 1172471.08
3 | 1135933.67 | 1172381.89
4 | 1136424.68 | 1171904.22
5 | 1136146.51 | 1171584.86
6 | 1135921.00 | 1171630.87
7 | 1135720.02 | 1171393.92
8 | 1135327.57 | 1171722.39
9 | 1135249.27 | 1171637.19
10 | 1134241.35 | 1172482.28
From Pt. | To Pt. | Direction | Distance (Feet)
1 | 2 | S 44-9-22 E | 1263.44
2 | 3 | S 42-35-2 W | 121.13
3 | 4 | S 45-45-54 E | 677.52
4 | 5 | S 41-3-23 W | 423.52
5 | 6 | N 78-28-2 W | 230.16
6 | 7 | S 40-18-13 W | 310.71
7 | 8 | N 50-4-16 W | 511.77
8 | 9 | S 42-35-2 W | 115.72
9 | 10 | N 50-1-20 W | 1315.32
10 | 1 | N 44-57-54 E | 1265.30
95 feet south of SW corner of Building 750
Starting Coordinate:
Northing 1173030.73559
Easting 1135214.69032
PARCEL B750
PARCEL F6B
PARCEL F11Da
PARCEL F11B
PARCEL F4B
PARCEL F2C
PARCEL F2D
PARCEL F11A
PERIMETER ROAD
PHOENIX DRIVE
READY ROAD
DAEDALIAN DRIVE
PATROL ROAD
THOR AVE
FALCON AVE
ATLAS DRIVE
All coordinates are projected to:
State Plane New York Central
NAD 83
Transverse_Mercator
False_Easting: 820208.333333
False_Northing: 0.000000
Central_Meridian: -76.583333
Scale_Factor: 0.999938
Latitude_Of_Origin: 40.000000
Landfill 6
Y:\GIS_Projects\Griffiss\Projects\RODs\Landfill_6_1_Rods_0309.mxd


Landfill 5 OBGW Restriction
Point No. | Easting | Northing
1 | 1132982.23 | 1173537.98
2 | 1133477.38 | 1174157.76
3 | 1133927.06 | 1173860.39
4 | 1133360.28 | 1173221.03
From Pt. | To Pt. | Direction | Distance (Feet)
1 | 2 | N 38-37-19 E | 793.28
2 | 3 | S 56-31-25 E | 539.11
3 | 4 | S 41-33-24 W | 854.41
4 | 5 | N 50-1-26 W | 493.33
Approx. 1300 feet SW of SW corner of Building 700
NEADS PARCEL
PARCEL F11Da
PARCEL F11B
Starting Coordinate: Northing 1173942.14 Easting 1133773.06
Starting Coordinate: Northing 1173537.98 Easting 1132982.23
1
2
3
4
All coordinates are projected to:
State Plane New York Central
NAD 83
Transverse_Mercator
False_Easting: 820208.333333
False_Northing: 0.000000
Central_Meridian: -76.583333
Scale_Factor: 0.999938
Latitude_Of_Origin: 40.000000
5330
Landfill 5
Y:\GIS_Projects\Griffiss\Projects\RODs\New Folder\Landfill_5_Rods.mxd
Landfill 5
Point No. | Easting | Northing
1 | 1133773.06 | 1173942.14
2 | 1133781.85 | 1173760.02
3 | 1133595.01 | 1173638.94
4 | 1133426.62 | 1173702.39
5 | 1133340.58 | 1173812.60
6 | 1133394.00 | 1173990.25
7 | 1133458.41 | 1174068.42
8 | 1133658.59 | 1174012.50
From Pt. | To Pt. | Direction | Distance (Feet)
1 | 2 | S 2-45-47 E | 182.33
2 | 3 | S 57-3-18 W | 222.64
3 | 4 | N 69-21-12 W | 179.95
4 | 5 | N 37-58-43 W | 139.82
5 | 6 | N 16-44-10 E | 185.51
6 | 7 | N 39-29-15 E | 101.29
7 | 8 | S 74-23-32 E | 207.84
8 | 1 | S 58-25-21 E | 134.37
Approx. 420 feet SW of SW corner of Building 700

GRI-EDC-2000-001-D-12
Parcel F-7
Oneida County Industrial Development Agency

52.09 Acres

Parcel F7
Non-reverter 642

2003-018354
07/29/2003 02:45PM
Page: 1 of 11
Richard D. Allen, Oneida County Clerk D

R+R:
SAUNDERS, KAHLER & LOCKE, L.L.P.
ATTORNEYS AT LAW
SUITE 1400
185 GENESEE STREET
UTICA, NEW YORK 13501-2194
Att: Terri

QUITCLAIM DEED

I. PARTIES

THIS DEED (the "Deed") is made and entered into this 18th day of December, 2002, by and between THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, Public Law No. 101-510, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder (the "Grantor"), and ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY ("OCIDA"), an instrumentality and public benefit corporation under the laws of the State of New York (the "Grantee"). (Unless the context otherwise specifically provides, when used in this Deed, "Grantor" includes the assigns of the Grantor and "Air Force" includes any successor entity to the Department of the Air Force or any successor to the Secretary of the Air Force, and "Grantee" includes the successors and assigns of the Grantee.)

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, THAT in consideration of the sum of TEN DOLLARS ($10.00), receipt of which is hereby acknowledged, the Grantor hereby quitclaims to the Grantee, whose post office address is 153 Brooks Road, Rome, New York 13441-4105, all the real property situated in the City of Rome, County of Oneida, and State of New York described as follows and depicted as F7 Parcel No. 2 on the Survey Map annexed as Exhibit A-1 to this Deed:

> 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. 2 on the map titled "Property Map Showing a Portion of Lands to be Conveyed To Oneida County Industrial Development Agency" (Parcel F7), City of Rome, County of Oneida, State of New York" made by Michael P. Waters, P.L.S. No. 50027, dated June 29, 2002, and revised December 2, 2002, more particularly described as follows:
>
> Beginning at a point easterly street boundary of Bell Road, said point of beginning being North 12° 56′ 45″ East, 4,610.34 feet from a capped iron rod found stamped "AFRL-17," located on the westerly boundary of lands known as AFRL Parcel No. 1 Rome Research Site; thence North 04° 50′ 17″ West along the easterly street boundary of Bell Road 1,450.30 feet to a point; thence through the lands of The United States of America, under the jurisdiction of the Department of the Air Force the following eight (8) courses and distances:
>
> 1. North 86° 42′ 22″ East, 1,258.09 feet to a point;
> 2. South 11° 31′ 25″ East, 848.72 feet to a point;
> 3. South 46° 45′ 01″ East, 936.26 feet to a point;
> 4. South 45° 51′ 19″ West, 319.22 feet to a point;
> 5. South 17° 27′ 44″ West, 148.76 feet to a point;

MR 1849

6. South 43° 19′ 40″ West, 328.09 feet to a point;
7. North 07° 28′ 57″ West, 684.01 feet to a point;
8. South 85° 06′ 30″ West, 1402.40 feet to a place of beginning, being 2,269,173.5± square feet or 52.093 acres, more or less.

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:

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 dwelling (as defined in Title X). Further, the Grantee covenants and agrees that LBP hazards in target housing constructed prior to 1960 will be abated in accordance with Title X before use and occupancy as a residential dwelling. "Target housing" means any housing constructed prior to

1978, except housing for the elderly or persons with disabilities (unless any child who is less than six [6] years of age resides, or is expected to reside, in such housing) or any zero-bedroom dwelling.

2.1. The Grantee covenants and agrees to abate all second-floor window units and the wooden dormer in the house identified as Building 883 on the Property by replacing the window units with vinyl inserts and installing vinyl siding on the dormer. The Grantee will complete such abatement within ninety (90) days of the date of its acceptance of delivery of this Deed. The Grantee further agrees to employ only trained and certified LBP personnel to effect such abatement, and to deliver to the Air Force within ten (10) business days following completion of abatement a copy of the certified abatement report, including a clearance testing report. This covenant is intended to be a covenant in gross and not run with the land, and is not assignable by the Grantee.

3. 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 claiming by, through, or under Grantee, 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 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 claiming by, through, or under Grantee, 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.

VIII. COVENANTS RUNNING WITH THE LAND

A. 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.

B. 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)), 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. Hazardous substances have been stored for one year or more, or are known to have been released or disposed of, on the Property, but not in quantities that required a removal or remedial response.

2. The United States of America 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 of America. 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.

C. Ordnance. The Grantor investigated the risk associated with the possible presence of unexploded ordnance remaining on the Property, and the Grantor performed appropriate site clearance measures. 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.

D. Historic Property. 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 received approval for such activity from the New York State Office of Parks, Recreation and Historic Preservation.

E. Wetlands. The New York State Department of Environmental Conservation (NYSDEC) and/or the United States Army Corps of Engineers have classified certain areas of Parcel F7 as designated wetlands on the Environmental Site Map annexed hereto as Exhibit A-2, which depicts the location and extent of the wetlands thereon. The Grantee agrees to coordinate any work within the wetlands area with the NYSDEC, Division of Environmental Permits. Development of the Property affecting wetlands will be subject to Section 404 of the Clean Water Act and any State requirements.

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

IX. 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.

X. MISCELLANEOUS

A. It is the intent of the Grantor and the Grantee that the covenants in Section VII are personal only between the Grantor and the Grantee to this Deed; that they can be enforced by the Grantor against the Grantee even if the Grantee has re-conveyed the Property; and that those covenants are not intended to run with the land or to bind the successors and assigns of the Grantee to this Deed.

B. It is the intent of the Grantor and the Grantee that each covenant in Section VIII of this Deed will inure to the benefit of the Grantor, and, in the case of (an)other part(y)(ies) specifically mentioned, its or their successors and assigns. It is further the intent of the Grantor and the Grantee that each such covenant will be binding upon the Grantee and will run with the land.

C. The Grantor and the Grantee intend that The United States of America may enforce the covenants in Section VIII of this Deed against the Grantee and subsequent grantees in the chain of title.

XI. LIST OF EXHIBITS

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

Exhibit A-1 Survey Map
Exhibit A-2 Environmental Site Map

(balance of this page intentionally left blank)

IN WITNESS WHEREOF, the Grantor has set its hand and seal at the direction of the Secretary of the Air Force, the day and year first above written.

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

By: _____
ALBERT F. LOWAS, JR.
Director
Air Force Real Property Agency

Witness:

_____

_____

Commonwealth of Virginia :

ss.

County of Arlington :

On the 18th day of December, in the year 2002, before me personally came ALBERT F. LOWAS, JR., to me known, who, being by me duly sworn, did depose and say that he resides at 1700 NORTH MOORE STREET, SUITE 2300, in ARLINGTON (city), ARLINGTON (county), VIRGINIA (state); that he is the Director duly appointed of the Air Force Real Property Agency described in and which executed the above instrument; and that he signed his name thereto by authority of the Secretary of the Air Force.

_____
Notary Public

Embossed Hereon is My
Commonwealth of Virginia Notary Public Seal
My Commission Expires July 31, 2006
DOMINIC H. FRINZI, JR.

My commission expires on _____.

Acceptance

The Grantee acknowledges delivery of this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE: July 7, ~~2002~~ 2003

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____

Attest:

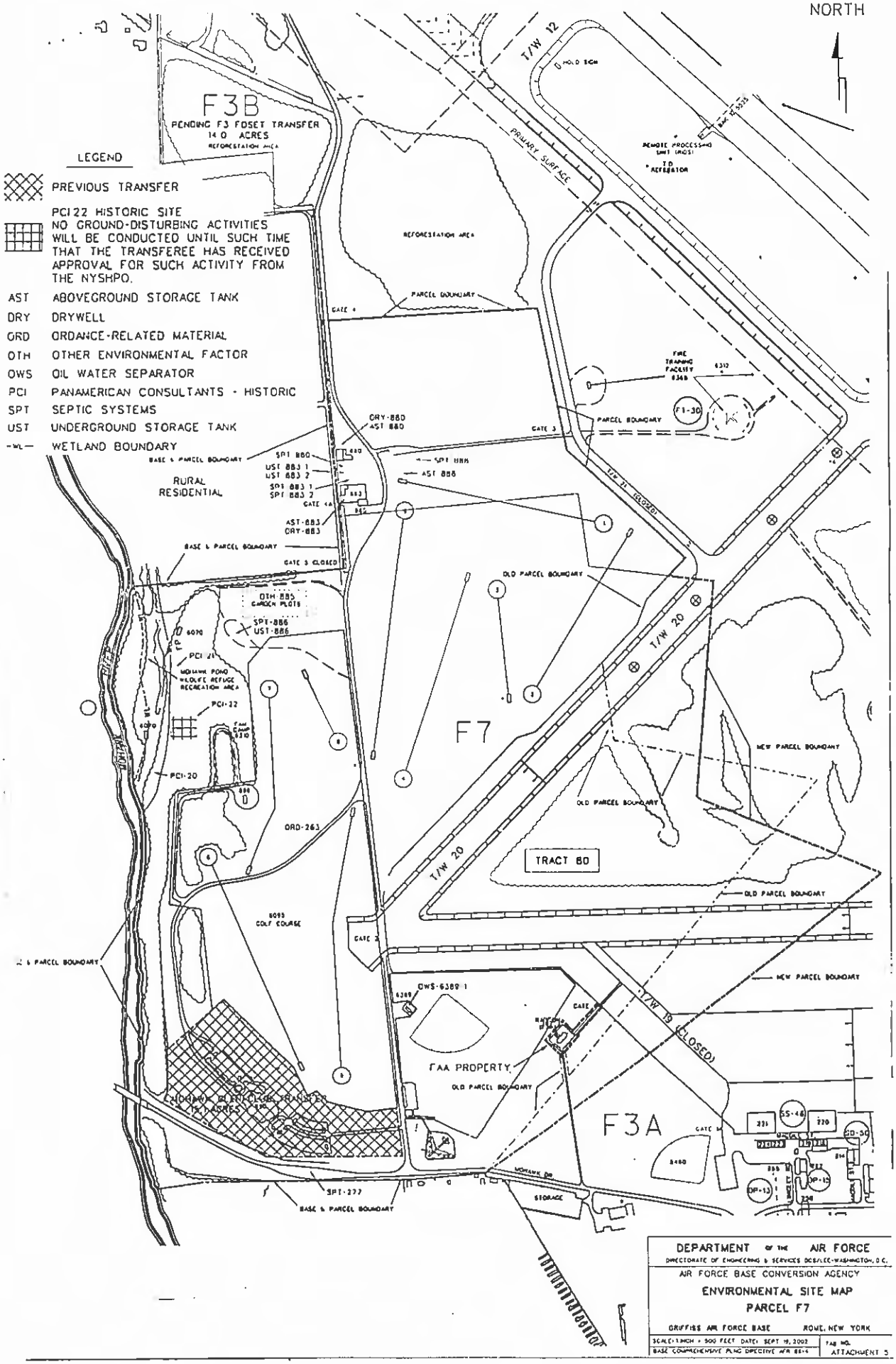
_____

RECEIVED
03 JUL 18 AM 9:34
CITY CLERK'S OFFICE
ROME, N.Y.

RECEIVED
JUL 18 2003
Rome Assessor's Office

Exhibit A-1

Exhibit A-1 consists of a survey map entitled "Property Map Showing a Portion of Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel F7), City of Rome, County of Oneida, State of New York" made by Michael P. Waters, P.L.S. No. 50027, dated June 29, 2002, and revised December 2, 2002, which survey map is being filed in the Oneida County Clerk's Office concurrently herewith.


NORTH
F3B
PENDING F3 FOSET TRANSFER
14.0 ACRES
REFORESTATION AREA
LEGEND
PREVIOUS TRANSFER
PCI 22 HISTORIC SITE
NO GROUND-DISTURBING ACTIVITIES WILL BE CONDUCTED UNTIL SUCH TIME THAT THE TRANSFEREE HAS RECEIVED APPROVAL FOR SUCH ACTIVITY FROM THE NYSHPO.
AST ABOVEGROUND STORAGE TANK
DRY DRYWELL
ORD ORDANCE-RELATED MATERIAL
OTH OTHER ENVIRONMENTAL FACTOR
OWS OIL WATER SEPARATOR
PCI PANAMERICAN CONSULTANTS - HISTORIC
SPT SEPTIC SYSTEMS
UST UNDERGROUND STORAGE TANK
WETLAND BOUNDARY
T/W 12
PRIMARY SURFACE
REFORESTATION AREA
PARCEL BOUNDARY
GATE 4
FIRE TRAINING FACILITY 6348
6312
F3-30
GATE 3
T/W 14 (CLOSED)
DRY-880
AST 880
SPT 880
UST 883.1
UST 883.2
SPT 883.1
SPT 883.2
AST 888
RURAL RESIDENTIAL
GATE 4A
AST-883
DRY-883
BASE & PARCEL BOUNDARY
GATE 3 CLOSED
OLD PARCEL BOUNDARY
OTH 885 GARDEN PLOTS
SPT-886
UST-886
6070
PCI-21
MOHAWK POND WILDLIFE REFUGE RECREATION AREA
PCI-22
PCI-20
T/W 20
F7
NEW PARCEL BOUNDARY
ORD-263
TRACT 80
8093 GOLF COURSE
OWS-6389.1
T/W 19 (CLOSED)
FAA PROPERTY
F3A
MOHAWK DR
SPT-277
STORAGE
DEPARTMENT OF THE AIR FORCE
DIRECTORATE OF ENGINEERING & SERVICES DCS/LEE-WASHINGTON, D.C.
AIR FORCE BASE CONVERSION AGENCY
ENVIRONMENTAL SITE MAP
PARCEL F7
GRIFFISS AIR FORCE BASE ROME, NEW YORK
SCALE: 1 INCH = 500 FEET DATE: SEPT 19, 2002
BASE COMMENSURATE PLAN OPERATIVE AFR 88-4
TAB NO. ATTACHMENT 3

Ex. A-2

GRI-REV-1997-001-D-2
Parcel F-7
Oneida County

223.75 ACRES

2004-014806
06/30/2004 09 33AM
Page 1 of 17
Richard D. Allen, Oneida County Clerk D

QUITCLAIM DEED

COPY

I. PARTIES

THIS DEED (the "Deed") is made this 12th day of December, 2002, between THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the provisions of the Defense Base Closure and Realignment Act of 1990, Public Law No. 101-510, as amended (10 U.S.C. § 2687 note), and the Federal Property and Administrative Services Act of 1949 (40 U.S.C. § 484), as amended, and regulations and orders promulgated thereunder (the "Grantor"), and the COUNTY OF ONEIDA, a municipal corporation of the State of New York, (the "Grantee"). (Unless the context otherwise specifically provides, when used in this Deed, "Grantor" includes the assigns of the Grantor and "Air Force" includes any successor entity to the Department of the Air Force or any successor to the Secretary of the Air Force, and "Grantee" includes the successors and assigns of the Grantee.)

MK 1675

II. CONSIDERATION AND CONVEYANCE

WHEREAS, the Grantee, by deed dated April 23, 1942, recorded in the office of the Clerk of the County of Oneida in Liber 1027, page 303, of Deeds on July 17, 1942 (the "County Deed"), conveyed to the Grantor certain land subsequently used as an aviation and military base; and

WHEREAS, the County Deed contains a provision that in the event such land is abandoned as an aviation field by the Grantor, it will be reconveyed to the Grantee in consideration of the sum of One Dollar ($1.00); and

WHEREAS, the Grantor reconveyed approximately 3.3 and 15.131 acres of such land to the Grantee in 1967 and 1997, respectively, leaving approximately 223 acres of the total land originally conveyed in the County Deed; and

WHEREAS, the Grantor has abandoned and is no longer using the approximately 223 acres of such land as an aviation field; and

WHEREAS, the Grantor will reconvey, and the Grantee will accept, the balance of such 223 acres, more or less.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, the Grantor hereby quitclaims to the Grantee, whose post office address is 800 Park Avenue, Utica, New York 13501, all the real property situated in the City of Rome, County of Oneida, State of New York, described as follows and depicted as F7 Parcel No. 1 on the Survey Map annexed hereto as Exhibit A-1 to this Deed:

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:

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

dwelling (as defined in Title X). Further, the Grantee covenants and agrees that LBP hazards in target housing constructed prior to 1960 will be abated in accordance with Title X before use and occupancy as a residential dwelling. "Target housing" means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than six [6] years of age resides, or is expected to reside, in such housing) or any zero-bedroom dwelling.

3. 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 claiming by, through, or under Grantee, 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 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 claiming by, through, or under Grantee, 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.

SECTION VIII. COVENANTS RUNNING WITH THE LAND

A. 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.

B. 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)), 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. Hazardous substances have been stored for one year or more, or are known to have been released or disposed of, on the Property, but not in quantities that required a removal or remedial response.

2. The United States of America 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 of America. 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.

C. Ordnance. The Grantor investigated the risk associated with the possible presence of unexploded ordnance remaining on the Property, and the Grantor performed appropriate site clearance measures. 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.

D. Historic Property. 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 received approval for such activity from the New York State Office of Parks, Recreation and Historic Preservation.

E. Wetlands. The New York State Department of Environmental Conservation (NYSDEC) and/or the United States Army Corps of Engineers have classified certain areas of the Property as designated wetlands on the Environmental Site Map annexed hereto as Exhibit A-2, which depicts the location and extent of the wetlands thereon. The Grantee agrees to coordinate any work within the wetlands area with the NYSDEC, Division of Environmental Permits. Development of the Property affecting wetlands will be subject to Section 404 of the Clean Water Act and any State requirements.

F. Federal Aviation Administration ("FAA") Covenant. The Grantee covenants not to engage in any construction or alteration on or to the Property unless a determination of "no hazard to air navigation" is first issued by FAA in accordance with 14 C.F.R. Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

IX. 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.

X. MISCELLANEOUS

A. It is the intent of the Grantor and the Grantee that the covenants in Section VII are personal only between the Grantor and the Grantee to this Deed; that they can be enforced by the Grantor against the Grantee even if the Grantee has re-conveyed the Property; and that those covenants are not intended to run with the land or to bind the successors and assigns of the Grantee to this Deed.

B. It is the intent of the Grantor and the Grantee that each covenant in Section VIII of this Deed will inure to the benefit of the Grantor, and, in the case of (an)other part(y)(ies) specifically mentioned, its or their successors and assigns. It is further the intent of the Grantor and the Grantee that each such covenant will be binding upon the Grantee and will run with the land.

C. The Grantor and the Grantee intend that the United States of America may enforce the covenants in Section VIII of this Deed against the Grantee and subsequent grantees in the chain of title.

XI. LIST OF EXHIBITS

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

Exhibit A-1 Survey Map
Exhibit A-2 Environmental Site Map
Exhibit A-3 Legal Description

IN WITNESS WHEREOF, the Grantor has set its hand and seal at the direction of the Secretary of the Air Force, the day and year first above written.

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

By: _____
ALBERT F. LOWAS, JR.
Director
Air Force Real Property Agency

Witness:

_____

_____

Commonwealth of Virginia:

ss.

County of Arlington :

On the 12th day of December in the year 2002, before me personally came ALBERT F. LOWAS, JR., to me known, who, being by me duly sworn, did depose and say that he resides at 1700 NORTH MOORE STREET, SUITE 2300, in ARLINGTON (city), ARLINGTON (county). VIRGINIA (state); that he is the Director duly appointed of the Air Force Real Property Agency described in and which executed the above instrument; and that he signed his name thereto by authority of the Secretary of the Air Force.

Notary Public

Embossed Hereon Is My Commonwealth of Virginia Notary Public Seal My Commission Expires July 31, 2006 DOMINIC H. FRINZI, JR.

My commission expires on _____.

Acceptance

The Grantee acknowledges delivery of this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

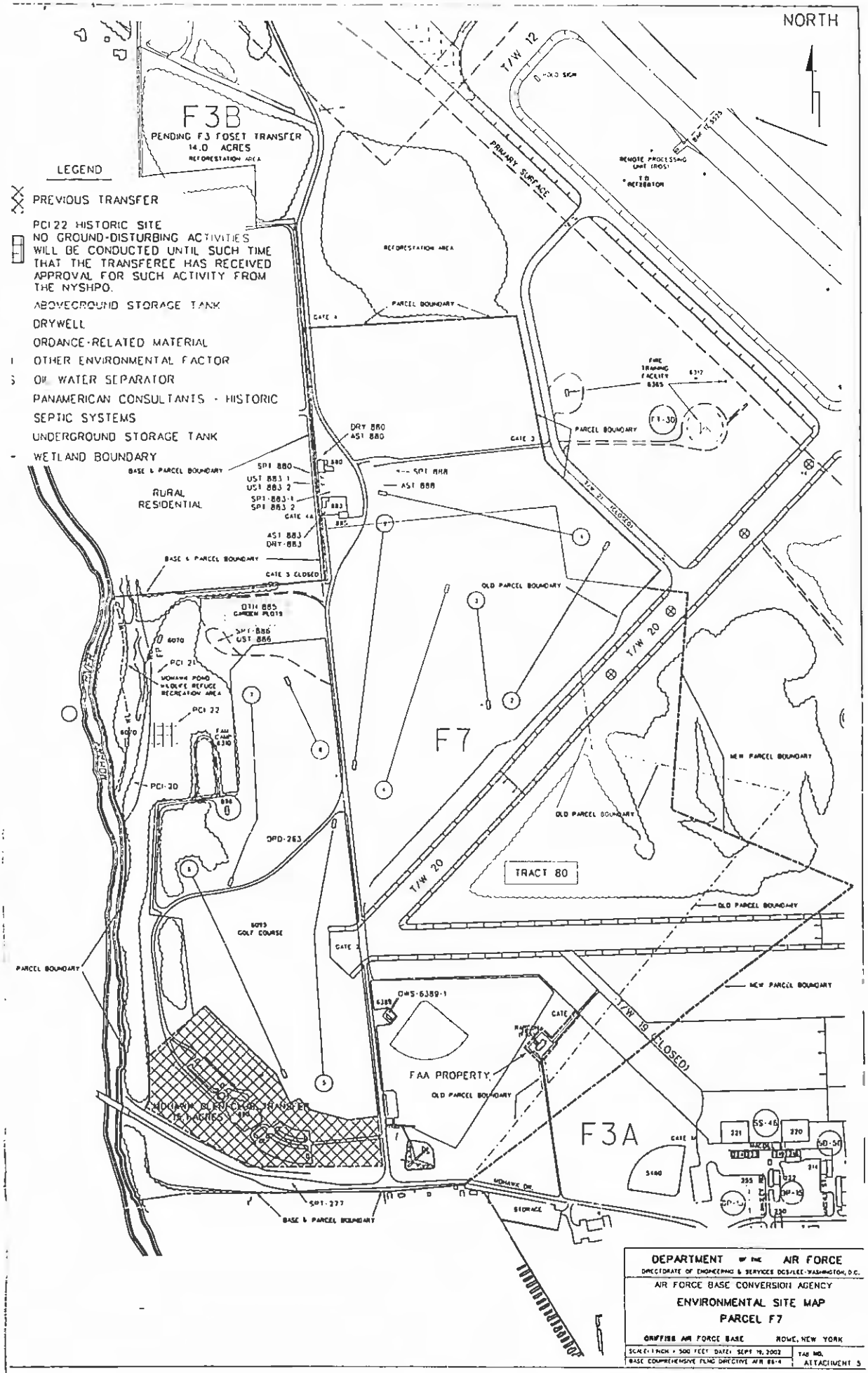
DATE: June 28, 2004 ~~2002~~

COUNTY OF ONEIDA

By: _____
Joseph A Griffo
County Executive

Attest:

LINDA M. D'ILIO



DEPARTMENT OF THE AIR FORCE
DIRECTORATE OF ENGINEERING & SERVICES DCS/LEE-WASHINGTON, D.C.
AIR FORCE BASE CONVERSION AGENCY
ENVIRONMENTAL SITE MAP
PARCEL F7
GRIFFISS AIR FORCE BASE ROME, NEW YORK
SCALE: 1 INCH = 500 FEET DATE: SEPT 19, 2002
BASE COMPREHENSIVE PLNG DIRECTIVE AFR 86-4
TAB NO. ATTACHMENT 5

FX. A-2.

EXHIBIT A-3

LEGAL DESCRIPTION OF LANDS TO BE CONVEYED TO COUNTY OF ONEIDA

(REMAINDER OF ORIGINAL REVERTER LAND)

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 titled "Property Map Showing a Portion of Lands to be Conveyed to County of Oneida (Parcel F7), City of Rome, County of Oneida, State of New York" made by Michael P. Waters, P.L.S. No. 50027, dated June 29, 2002, and last revised December 2, 2002, more particularly described as follows:

Beginning at a point on the southerly bounds of lands of The United States of America under the jurisdiction of the Department of the Air Force (reputed owner), said point being North 44° 17' 27" West, 1,110.43 feet from a capped iron rod found stamped "AFRL-17," located on the westerly boundary of lands known as "AFRL Rome Research Site- Parcel No.1;" thence along said southerly boundary of lands of The United States of America (reputed owner) the following three (3) courses and distances;

1. South 83° 49' 10" West, 449.94 feet to a point;
2. South 89° 30' 54" West, 1,181.40 feet to a point;
3. South 81 ° 39' 03" West, 306.7± feet to the nominal centerline of the Mohawk River;

Thence northerly along said nominal centerline of the Mohawk River 3,618.4± feet to its intersection with the division line between the parcel herein described on the south and the lands of Joseph Norman and Margaret E. Norman (reputed owner) on the north; thence North 85° 06' 30" East, along said division line and through the lands of The United States of America (reputed owner) 2,680.9± feet to a point; thence continuing through the lands of The United States of America (reputed owner) the following four (4) courses and distances:

1. South 07° 28' 57" East, 1,263.72 feet to a point;
2. South 79° 29' 56" East, 1,165.47 feet to a point;
3. South 40° 56' 03" West, 2,160.39 feet to a point;
4. South 41° 15' 32" West, 744.19 feet to the place of beginning, being 10,588,530.9± square feet, or 243.079 acres, more or less;

EXCEPTING THEREOUT AND THEREFROM lands known as "Mohawk Glen Medical Center," more particularly described as follows:

Beginning at a point on the westerly street boundary of Perimeter Road, that point being located North 54° 25' 10" West, 1,548.09 feet from a capped iron rod found stamped "AFRL-17," located on the westerly boundary of lands known as "AFRL Rome Research Site- Parcel No.1";

Thence South 89° 36' 54" West, 788.49 feet to a point;

Thence North 59° 33' 07" West, 686.19 feet to a point;

Thence North 24° 44' 05" East, 48.02 feet to a point;

Thence North 00°56' 32" West, 250.00 feet to a point;

Thence North 49° 32' 46" East, 435.00 feet to a point;

Thence South 46° 47' 02" East, 555.00 feet to a point;

Thence South 25° 12' 52" East, 190.34 feet to a point;

Thence North 65° 39' 11" East, 60.00 feet to a point;

Thence South 45° 50' 03" East, 95.00 feet to a point;

Thence South 75° 39' 18" East, 225.00 feet to a point;

Thence North 83° 26' 23" East, 175.94 feet to a point:

Thence South 06° 18' 03" East, 290.67 feet to the place of beginning, being 659,130.9± square feet, or 15.131 acres, more or less.

ALSO EXCEPTING THEREOUT AND THEREFROM, lands of The United States of America under the present jurisdiction of the Federal Aviation Administration (reputed owner), designated as "Rapcon (FAA)" more particularly described as follows:

Beginning at a point North 78° 16' 03" East, 1,503.55 feet from a capped iron rod stamped "AFRL-17," located on the westerly boundary of lands designated as "AFRL Rome Research Site - Parcel No.1" thence through the lands of The United States of America (reputed owner) the following eight (8) courses and distances;

1. North 46° 22' 18" West, 168.97 feet to a point;
2. North 43° 27' 27" East, 170.90 feet to a point;
3. South 46° 22' 18" East, 92.77 feet to a point;
4. North 43° 27' 27" West, 203.64 feet to a point;
5. South 46° 32' 29" East, 50.00 feet to a point;
6. South 43° 27' 27"West, 203.79 feet to a point;

7. South 46° 22' 18" East, 26.19 feet to a point;

8. South 43° 27' 27" West, 170.90 feet to the place of beginning, being 39,065.7± square feet, or 0.897 acres, more or less.

Together with a 50' wide easement for ingress and egress from the northeasterly boundary of the premises first described above to the southeasterly edge of Taxiway 19, as is more particularly depicted the map.

ENVIRONMENTAL CONDITION REPORT
PARCEL F7
FORMER GRIFFISS AFB, NEW YORK

This Environmental Condition Report (ECR) provides a summary of the environmental factors present on Parcel F7. Any deed restrictions or specific notifications associated with the Environmental Factors on the property are detailed. The deed restrictions will also be embodied in the deed for the property.

The undersigned Parties agree that they have read and understand the Environmental Condition Report for Parcel F7.

Each Party affirmatively states that it has had the opportunity to perform any inspections such Party deems appropriate to adequately document the condition of the property; and performed all inspections it deems appropriate for this transaction. The Parties further agree that, subject to the limits of the methodology employed in preparing the ECR and inspections, the condition of the premises and property that are the subject of this Transfer are, to the best of our knowledge, as described in this ECR at the time of the signing of the deed.

MICHAEL F. McDERMOTT
BRAC Environmental Coordinator
AFBCA/DA - Griffiss AFB

Date: 12/23/02

JOSEPH A. GRIFFO
County Executive
COUNTY OF ONEIDA

Date: 6/20/04

Attachments:
1. Environmental Restrictions and Notifications
2. Environmental Factors Considered
3. Supplemental Environmental Baseline Survey
4. Summary of Environmental Factors by Facility
5. Property Map

Attachment 1

ENVIRONMENTAL RESTRICTIONS AND NOTIFICATIONS
PARCEL F7
FORMER GRIFFISS AFB, NEW YORK

1.0 DEED RESTRICTIONS / NOTIFICATIONS

1.1 Area of Concern (AOC) Site

The deed will reserve access for the Department of the Air Force (Air Force), New York State Department of Environmental Conservation (NYSDEC) and United States Environmental Protection Agency (USEPA) and their representatives to the AOC site located within Parcel F7.

1.2 Asbestos Containing Material (ACM)

Notice will be provided in the deed that the property contains ACM and that the transferee will be responsible for complying with all applicable Federal, State, and local laws relating to asbestos.

1.3 Lead-Based Paint (LBP), Target Housing

The deed will include a covenant that the transferee will agree to abate all deteriorated LBP surfaces using trained and certified LBP abatement personnel prior to the use of the Property for residential occupancy or use by children under the age of six (6). Upon the completion of the abatement requirement, the transferee will provide a copy of the certified abatement report, including a clearance testing report to the Air Force.

1.4 Ordnance-Related Material Notification

The deed will include a covenant that in performing any ground-disturbing activity on the Property, the transferee will use its best efforts to identify ordnance or ordnance-related material, and, upon discovery of any such ordnance or ordnance-related materials, the transferee will immediately cease work and notify the Air Force.

1.5 Historic Property

The deed will reserve access for the Air Force, NYSDEC and USEPA and their representatives to fully investigate the site. The deed will also include a covenant that no ground-disturbing activity in the vicinity of the site PCI-22 will be conducted until such time that the transferee has received approval for such activity from the NYSHPO.

1.6 Wetlands

The Deed will reference the existence of the wetlands and state that the transferee will be responsible for coordinating any work within the wetlands area with the NYSDEC; Division of Environmental Permits. Any property development affecting wetlands will be subject to Section 404 of the Clean Water Act and any State provisions.

2.0 ENVIRONMENTAL NOTIFICATIONS

2.1 Underground and Aboveground Storage Tanks (USTs and ASTs)

The ECR will include a notification as to the location and status of the tanks and the transferee will be required to maintain the tanks with all applicable laws and regulations.

2.2 Oil/Water Separator (OWS)

The ECR will include a notification as to the location and status of the OWS and the transferee will be required to maintain the OWS with all applicable laws and regulations.

2.3 Sanitary Sewer Systems (Septic Tanks)

The ECR will include a notification as to the location and status of the tanks and the transferee will be required to maintain the associated septic systems with all applicable laws and regulations.

2.4 Lead-Based Paint (LBP), Other Facilities

The transferee will be responsible for managing all LBP in compliance with NYSDEC Solid Waste Regulations and all other applicable laws and regulations.

2.5 Radon

The transferee will be responsible for managing radon in compliance with all applicable laws and regulations pertaining to radon.

2.6 New Use of Property

The Property remains part of the National Priorities List (NPL) and the New York State Registry of Inactive Hazardous Waste Sites until such time as delisting of the Property takes place. The provisions of 6 NYCRR Part 375-1.6 require the transferee to notify the Commissioner of the NYSDEC prior to initiating a new use of the site, the definition of which can be found in the cited regulation.

GRI-PUB-2005-002-D-1
Parcel F-8 Woodhaven
ZVI Kaufman

69.22 ACRES

CERTIFIED COPY

*** DO NOT DETACH ***

Oneida County Clerk's Office

Recording Page

Receipt #:	269863	--------FEES-------	
Instrument #:	2006-000774	Recording and Filing:	233.00
Date:	01/13/2006	Transfer Tax:	0.00
Time:	02:12P	Basic Tax:	0.00
Doc Type:	DEED	Additional Tax:	0.00
1st OR:	UNITED STATES OF AME	Special Tax:	0.00
1st EE:	PARK DRIVE ESTATES LL	Withheld:	0.00
Town:	-	Total:	233.00
Pages:	12		
Serial #:	-	--------MORTGAGE TAX-----	
Employee ID:	JAB	Amount Taxed:	0.00
Transfer Tax #:	13363	------TRANSFER TAX------	
		Consideration Amount:	0.00
Return Address:	COMMONWEALTH LAND 140 E 45 ST NEW YORK NY 10017		

State of New York
County of Oneida

*** WARNING -

I hereby certify that the within and foregoing was recorded in the Oneida County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Richard D. Allen
County Clerk

****
* *** DO NOT DETACH *** *
****

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Page: 1 of 12

Richard D. Allen, Oneida County Clerk D

NEW YORK QUITCLAIM DEED

I. PARTIES

THIS DEED is made and entered into as of this 15th day of December, 2005, by and between THE UNITED STATES OF AMERICA,* acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder (the "Grantor"), and PARK DRIVE ESTATES LLC,** a limited liability company validly formed and subsisting under the laws of the State of New York (the "Grantee"). (Unless the context otherwise specifically provides, when used in this Deed, "Grantor" includes the assigns of the Grantor and "Air Force" includes any successor entity to the Department of the Air Force or any successor to the Secretary of the Air Force, and "Grantee" includes the successors and assigns of the Grantee.) * 1700 North Moore Street, Suite 2300, Arlington, VA 22209 ** c/o Siller Wilk LLP, 675 Third Avenue, NYC 10022

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, THAT in consideration of the sum of TWO MILLION FIFTY THOUSAND DOLLARS ($2,050,000.00), receipt which is hereby acknowledged, the Grantor hereby quitclaims to the Grantee, whose post office address is c/o Siller, Wilk, 675 Third Avenue, New York, NY 10017, all the real property situated in the City of Rome, County of Oneida, and State of New York, and more particularly described on Exhibit A.

III. APPURTENANCES

TOGETHER WITH all the buildings and improvements erected thereon, and all the utility systems, including, without limitation, gas, cable television, electric, water, sewer, and storm drainage systems, 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).

IV. RESERVATION

A. RESERVING UNTO THE GRANTOR, including the United States Environmental Protection Agency ("EPA") 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 owned or controlled by the Grantee at reasonable cost to the Grantor), for the following purposes, either on the Property or on adjoining lands, and with regard to the covenant of the Grantor in Section VI, and for such other purposes consistent with the Installation Restoration Program ("IRP") of the Grantor or the Federal Facility Agreement ("FFA"), if applicable:

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Richard D. Allen, Oneida County Clerk D

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 relating to the implementation of the IRP or FFA, if applicable, 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, including, but not limited to, the installation of monitoring wells, pumping wells, and treatment facilities.

With regard to the right of ingress and egress of the Grantor under this Section IV, the Grantor agrees to give the Grantee reasonable notice before exercising this right, and to restore the Property within a reasonable time after completion of work to a condition reasonably equivalent to that before the entry of the Grantor. The Grantor agrees that in exercising its right of ingress and egress under this Section IV, it will take reasonable measures to minimize disruption of the use of the Property by the Grantee.

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 on the part of the Grantor regarding such condition and state of repair (but subject to Section VI), 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. COVENANT OF THE GRANTOR

Pursuant to section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), the United States covenants and warrants that any response action or correction action necessary after the date of this Deed for contamination existing on the Property prior to the date of this Deed will be conducted by the United States.

VII. PERSONAL COVENANT ONLY TO PARK DRIVE ESTATES LLC

Statutory 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. pt. 35, Subpart H and 40 C.F.R. pt. 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 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 dwelling (as defined in Title X). Further, the Grantee covenants and agrees that LBP hazards in target housing constructed prior to 1960 will be abated in accordance with Title X before use and occupancy as a residential dwelling. "Target housing" means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than six [6] years of age resides, or is expected to reside, in such housing) or any zero-bedroom dwelling.

3. The Grantee covenants to abate all deteriorated LBP surfaces prior to the use of the Property for residential occupancy or use by children under the age of 6. The Grantee further agrees to employ only trained and certified LBP personnel to effect such abatement, and to deliver to the Air Force within ten (10) business days following completion of the abatement a copy of the certified abatement report, including a clearance testing report.

4. 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 reserves the right, in its sole discretion, to enter the Property to undertake an investigation and conduct any remedial action that it determines is necessary, subject to the last paragraph of Section IV.

VIII. COVENANTS OF THE GRANTEE

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

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Richard D. Allen, Oneida County Clerk D

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 VI 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. 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 on the Property. 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 or holder of any interest in any land in the locality of the Property.

C. 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. pt. 77 entitled "Objects Affecting Navigable Airspace," under the authority of the Federal Aviation Act of 1958, as amended.

IX. RELEASE OF COVENANTS

Whenever the Grantee desires a release of one or more of the covenants by which it is bound in this Deed, the Grantee shall deliver an instrument reasonably acceptable to the Air Force to effect such release in the State of New York, executed by the Grantee, if necessary, and containing an appropriate execution block for the Air Force. The Air Force shall, within forty-five (45) business days from receipt of such an instrument, 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, which includes the recording data. The Grantee will bear the expense of document preparation and recording.

X. 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. The Grantor and the Grantee intend that the Grantor may enforce the covenants in Section VIII of this Deed against the Grantee and subsequent grantees in the chain of title, notwithstanding any statute or rule of law to the contrary.

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Richard D. Allen, Oneida County Clerk D

XI. LIST OF EXHIBITS

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

A. Exhibit A - Legal Description

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

THE UNITED STATES OF AMERICA
by the Secretary of the Air Force

By: _____
KATHRYN M. HALVORSON
Director
Air Force Real Property Agency

Witness: _____

Commonwealth of Virginia :

ss.

County of Arlington :

On the 13th day of December, 2005, before me, the undersigned, personally appeared KATHRYN M. HALVORSON, personally known to me, or proved to me on the basis of satisfactory evidence, to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her capacity, that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that she made such appearance before the undersigned in the county of Arlington.

_____
Notary Public
My Commission Expires: _____

Katherine Horton is My Commission of Virginia Notary Public Seal My Commission Expires July 31, 2006 DOMINIC H. FRANZI, JR.

RECEIVED
JAN 12 2006
Home Assessor's Office

RECEIVED
2006 JAN 13 PM 1:33
CITY CLERK'S OFFICE
ROME, NY

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Richard D. Allen, Oneida County Clerk D

Acceptance

The Grantee acknowledges delivery of this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE: December 15th, 2005

PARK DRIVE ESTATES LLC

By: _____
~~General Partner~~
Member

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Title No. NY051658

SCHEDULE A

Parcel I:

ALL that tract or parcel of land, situate in the City of Rome, County of Oneida and State of New York, more particularly bounded and described as follows:

BEGINNING at the intersection of the division line between the herein described parcel on the south and the lands of Larcante Realty, LLC (reputed owner) on the north with the westerly street boundary of Park Drive, said point being South 26 degrees 05 minutes 46 seconds West, 985.23 feet from a found concrete monument located on the westerly side of the former Griffiss Air Force Base;

RUNNING THENCE along said westerly Park Drive street boundary the following three (3) courses and distances:

1. South 18 degrees 20 minutes 56 seconds East, 45.29 feet to a point of curvature;

2. Southerly along a curve to the right having a radius of 683.81 feet, a chord length of 679.17 feet and a chord direction of South 11 degrees 24 minutes 27 seconds West to a point of tangency; and

3. South 40 degrees 58 minutes 06 seconds West, 946.51 feet to its intersection with the division line between the herein described parcel on the north and lands of Dennis Jones and Julie A. Jones (reputed owner) on the south;

THENCE North 62 degrees 28 minutes 37 seconds West along the last mentioned division line, 184.14 feet to its intersection with the division line between the herein described parcel on the east and the lands of Revere Copper Products, Inc. (reputed owner) on the west;

THENCE North 03 degrees 26 minutes 43 seconds West along the last mentioned division line and continuing along the division line between the herein described parcel on the east and the lands known as "Factory Village" on the west, 679.41 feet to its intersection with the division line between the herein described parcel on the north and the aforementioned lands known as "Factory Village" on the south;

THENCE North 85 degrees 23 minutes 43 seconds West along the last mentioned division line, 693.43 feet to its intersection with the division line between the herein described parcel on the east and the aforementioned lands known as "Factory Village" on the west;

THENCE North 04 degrees 29 minutes 17 seconds East along the last mentioned division line, 882.83 feet to its intersection with the division line between the herein described parcel on the south and the Transmission Line right of way granted to Niagara Mohawk Power Corporation on the north;

THENCE North 78 degrees 02 minutes 17 seconds East along the last mentioned division line, 1,264.92 feet to its intersection with the division line between the herein described parcel on the west and the aforementioned lands of Larcante Realty, LLC (reputed owner) on the east;

THENCE South 16 degrees 13 minutes 20 seconds East along the last mentioned division line, 525.92 feet to its intersection with the first mentioned division line;

THENCE South 78 degrees 49 minutes 57 seconds East along said division line, 185.19 feet to the place of BEGINNING.

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Date Printed December 6, 2005

Title No. NY051658

SCHEDULE A - continued

Parcel II:

ALL that tract or parcel of land, situate in the City of Rome, County of Oneida and State of New York, more particularly bounded and described as follows:

BEGINNING at the intersection of the division line between the herein described parcel on the east and the lands of Charles A. Kaplan (reputed owner) on the west with the division line between the herein described parcel on the southeast and the lands of Oneida County Industrial Development Agency (reputed owner) on the northeast, said point being South 10 degrees 27 minutes 08 seconds West, 777.45 feet from a found concrete monument located on the westerly side of former Griffiss Air Force Base;

RUNNING THENCE along the last mentioned division line the following three (3) courses and distances:

1. South 25 degrees 40 minutes 31 seconds East, 419.57 feet to a point;

2. South 36 degrees 52 minutes 31 seconds East, 310.06 feet to a point; and

3. South 51 degrees 49 minutes 32 seconds East, 327.62 feet to its intersection with the division line between the herein described parcel on the north and the lands of St. Peter's Cemetry Association (reputed owner) on the south;

THENCE South 40 degrees 35 minutes 18 seconds West along the last mentioned division line, 1,120.51 feet to its intersection with the division line between the herein described parcel on the north and the lands of Joel Smith and Pearl Smith (reputed owner) on the south;

THENCE along the mentioned division line the following two (2) courses and distances:

1. North 66 degrees 31 minutes 24 seconds West, 361.30 feet to a point; and

2. North 55 degrees 59 minutes 26 seconds West, 198.90 feet to its intersection with the division line between the herein described parcel on the west and the aforementioned lands of Smith (reputed owner) on the east;

THENCE South 41 degrees 05 minutes 19 seconds West along the last mentioned division line, 315.02 feet to its intersection with the division line between the herein described parcel on the north and the lands of Kimberly McClosky and Karen McClosky (reputed owners) on the south;

THENCE North 62 degrees 36 minutes 01 second West along the last mentioned division line, 157.76 feet to its intersection with the easterly street boundary of Park Drive;

THENCE along said Park Drive easterly boundary the following two (2) courses and distances:

1. North 40 degrees 58 minutes 06 seconds East, 927.15 feet to a point of curvature; and

2. Northerly along a curve to the left having a radius of 763.81 feet, a chord length of 755.43 feet and a chord direction of North 11 degrees 24 minutes 04 seconds East to its intersection with the division line between the herein described parcel on the south and the aforementioned lands of Kaplan (reputed owner) on the north;

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Title No. NY051658

SCHEDULE A - continued

THENCE South 78 degrees 49 minutes 57 seconds East along said division line, 173.74 feet to its intersection with the first mentioned division line;

THENCE North 10 degrees 27 minutes 08 seconds East along said division line, 174.10 feet to the place of BEGINNING.

TOGETHER WITH the benefit of the Perpetual and Assignable Easement and Right of Way acquired by the United States of America by condemnation proceeding entitled "United States of America vs. 72.30 acres of land, more or less, situate in the City of Rome, County of Oneida, State of New York and The City of Rome, et. al" and shown as Parcel 294 E on the Damage Map, for which an Order of Delivery and Possession dated 3/4/1959 was entered 3/4/1959 regarding the premises set forth in the Declaration of Taking made by Malcolm A. MacIntyre, Under-Secretary of the Air Force of the United States of America, dated 2/16/1959 and entered 3/3/1959.

For conveyancing only, if intended to be conveyed.

Together with all right, title and interest of, in and to any streets and roads abutting the above described premises, to the center line thereof.

Date Printed December 6, 2005

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COMMONWEALTH LAND TITLE
INSURANCE COMPANY
140 E 45 Street
New York, NY 10017

Sec 243
Block 1
Parcel 11
NY 13.-3

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Richard D. Allen, Oneida County Clerk D

GRI-EDC-2000-001-D-2
Parcel F-9
Oneida County Industrial Development Agency

200.22 Acres

NEW YORK QUITCLAIM DEED

I. PARTIES

THIS DEED is made and entered into this 21st day of March, 2000, by and between the UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder (the "Grantor"), and ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, an instrumentality and public benefit corporation of the State of New York (the "Grantee"). (When used in this Deed, unless the context specifies otherwise, "Grantor" shall include the assigns of the Grantor, and "Grantee" shall include the successors and assigns of the Grantee.)

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, THAT in consideration of the sum of TEN DOLLARS ($10.00), receipt of which is hereby acknowledged, the Grantor hereby quitclaims to the Grantee, whose post office address is 153 Brooks Road, Rome, New York 13441-4105, all the real property situated in the City of Rome, County of Oneida, and State of New York described as set forth on Exhibit A to this Deed.

III. APPURTENANCES

TOGETHER WITH all the buildings and improvements erected thereon, 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).

IV. EXCEPTIONS

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

V. RESERVATIONS

A. RESERVING UNTO THE GRANTOR, including the United States Environmental Protection Agency ("EPA") 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:

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 relating 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, or the covenant of the Grantor in Section VII.F.8. of this Deed, but not limited to, the installation of monitoring wells, pumping wells, and treatment facilities.

B. AND FURTHER RESERVING all existing reservations, easements, restrictions, and rights, recorded or unrecorded, for public roads, highways, streets, railroads, and other rights-of-way, including but not limited to the specific easements, reservations, rights, and covenants described in this Deed, and to any matters which may be revealed by a detailed survey and a physical inspection of the Property.

VI. CONDITION

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

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

VII. 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 hereby acknowledges the required disclosure in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. Section 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 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 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 dwelling (as defined in Title X). Further, the Grantee covenants and agrees that LBP hazards in target housing constructed prior to 1960 will be abated in accordance with Title X before use and occupancy as a residential dwelling. "Target housing" means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than six [6] years of age resides, or is expected to reside, in such housing) or any zero-bedroom dwelling. LBP might be present in Buildings 480, 482, 490, 491, and 492. Grantee will be responsible for managing all LBP and potential LBP in compliance with NYSDEC Solid Waste Regulations and all other applicable laws and regulations.

3. 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.

4. The Grantee hereby acknowledges that the Air Force has classified Buildings 400, 437, 438, 439, 440, 442, 443, 444, 448, 452, 468, 488, 511, 517, 519, 520, 629, 654 and 6245 as facilities with a probability of having LBP because they were constructed prior to 1978 when maximum allowable content of lead in paint was reduced. Grantee will be responsible for managing all LBP including rubblized material generated during demolition which contains LBP and potential LBP in compliance with NYSDEC Solid Waste Regulations and all other applicable laws and regulations. LBP is assumed not to be present in Building 525 since it was constructed after 1978.

B. 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. ACM was identified in Buildings 400, 437, 438, 442, 443, 444, 452, 468, 480, 492, 517, 520 and 654. Grantee will monitor the condition of the existing ACM and comply with all applicable Federal, State and local laws, rules and regulations relating to asbestos. Grantee will be required to remove or remediate any ACM which, during the period of this Deed, becomes damaged or deteriorated. Grantee will submit an appropriate asbestos disposal plan to the Air Force for approval prior to conducting any remediation or demolition activities, and be responsible for the management of damaged or deteriorated ACM in facilities that will be demolished but occupied temporarily.

C. Sanitary Sewer Systems. All buildings transferred in this deed are connected to a sanitary sewer. Grantee is required to submit an application for discharging to the sanitary sewer for any new construction and to meet all applicable wastewater discharge permit standards.

D. Ordnance Related Material Notification. 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.

1. 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.

2. All ground disturbing activities performed by the Grantee 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.

E. 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.

F. Environmental Covenants.

1. 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 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 and agrees to the requirement for additional evaluation of a portion of the property within Area of Interest (AOI) 72 should the property use change from institutional/educational to residential. The extent of the restricted area is shown on Exhibit B.

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) 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 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 spill sites for investigation purposes.

5. 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.

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 Systems POL-426 and 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 representative access to both POL sites for investigation purposes. The GRANTEE will be responsible for complying with any applicable Federal, State and local environment regulations and for obtaining any required permits for operation of the POL systems.

7. The GRANTEE covenants and agrees to restrict occupancy of all the dormitory facilities until the mold is removed from all interior surfaces including carpets, curtains, walls, ceilings, etc. The GRANTEE will provide certification to the Air Force that the necessary modifications have been completed prior to occupancy.

8. 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. 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.

9. 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.

G. 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

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

UNITED STATES OF AMERICA

By: Ruby B. DeMesme
RUBY B. DEMESME
Assistant Secretary of the Air Force
(Manpower, Reserve Affairs, Installation & Environment)

Witness:

BRENT A EVANS

COMMONWEALTH OF VIRGINIA):
) SS.
COUNTY OF ARLINGTON):

On the 21st day of March, in the year 2000, before me personally came Ruby B. DeMesme to me known, who, being by me duly sworn, did depose and say that she resides at 2701 Lena Court, in Oakton (city), Fairfax (county), Virginia (state); that she is the Assistant Secretary of the Air Force duly appointed of the Manpower, Reserve Affairs, Installation & Environment described in and which executed the above instrument; and that she signed her name thereto by authority of the Secretary of the Air Force.

Gail K. Fujita
Notary Public

My commission expires on May 31, 2003.

Embossed Hereon Is My
Commonwealth of Virginia Notary Public Seal
My Commission Expires May 31, 2003
GAIL K. FUJITA

ACCEPTANCE

The GRANTEE hereby accepts this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE: May 25, 2000

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
(Grantee)

By: _____

Attest: _____

EXHIBIT A

PARCEL I

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York as shown on a 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 being more particularly bounded and described as follows:

Beginning at a point on the northerly side of Ellsworth Road extended 243.6 feet westerly from its intersection with the centerline of Hill Road;

thence through the lands of the United States of America the following sixteen (16) courses and distances:

1. North 89° 02' 52" East, 328.33 feet to a point;
2. South 07° 27' 27" East, 148.13 feet to a point;
3. South 22° 49' 52" East, 115.73 feet to a point;
4. Southerly along a curve to the left having a radius of 913.74 feet, a chord length of 393.47 feet, a chord direction of South 35° 41' 40" East to a point;
5. South 52° 05' 06" East, 1,606.08 feet to a point;
6. South 07° 11' 18" East, 863.78 feet to a point;
7. Southerly along a curve to the right having a radius of 952.91 feet, a chord length of 233.08 feet, a chord direction of South 00° 31' 38" East to a point;
8. Southerly along a curve to the left having a radius of 3,561.19 feet, a chord length of 312.14 feet, a chord direction of South 07° 17' 54" West to a point;
9. Southerly along a curve to the left having a radius of 909.44 feet, a chord length of 252.42 feet, a chord direction of South 10° 45' 32" West to a point;
10. Southerly along a curve to the left having a radius of 853.84 feet, a chord length of 302.86 feet, a chord direction of South 10° 45' 23" East to a point;
11. South 22° 48' 10" East, 270.18 feet to a point;
12. Southerly along a curve to the right having a radius of 699.29 feet, a chord length of 95.11 feet, a chord direction of South 18° 40' 22" East to a point;
13. South 27° 41' 08" East, 13.95 feet to a point;
14. Southerly along a curve to the right having a radius of 411.75 feet, a chord length of 198.80 feet, a chord direction of South 17° 23' 34" East to a point;
15. South 03° 59' 08" East, 115.24 feet to a point;
16. South 08° 09' 44" East, 36.66 feet to a point on the division line between the lands of the United States of America on the north and the lands of the State of New York on the south;

thence along said division line the following two (2) courses and distances:

1. South 70° 42' 07" West, 339.07 feet to a point;

2. North 59° 41' 53" West, 578.24 feet to a point;

thence through the lands of the United States of America the following eleven (11) courses and distances:

1. North 37° 01' 33" East, 113.19 feet to a point;
2. North 41° 06' 28" West, 1,418.96 feet to a point;
3. North 47° 28' 00" West, 632.59 feet to a point;
4. North 55° 42' 05" East, 62.13 feet to a point;
5. North 39° 07' 58" West, 258.40 feet to a point;
6. South 55° 12' 05" West, 230.44 feet to a point;
7. North 34° 47' 54" West, 212.70 feet to a point;
8. North 02° 57' 01" West, 1,129.28 feet to a point;
9. North 07° 31' 35" East, 394.74 feet to a point;
10. North 35° 08' 09" East, 625.01 feet to a point;
11. North 01° 38' 07" West, 120.92 feet to the place of beginning, being 5,891,498.2± square feet or 135.250 acres, more or less.

EXCEPTING THEREFROM ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida, and State of New York identified as "F9B" on a 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 being 741.31 ± square feet.

ALSO EXCEPTING THEREFROM ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida, and State of New York identified as the "VA Hospital" on a 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 being 7.489 ± acres of land, which tract, piece or parcel of land is more particularly described as follows:

Beginning at a point marked by an iron pipe set in the westerly line of Kirtland Drive, said point being S 14°-02'-16" E 24.21 feet measured along the westerly line of said Kirtland Drive produced from its point of intersection with the southerly line of Brookley Road produced; thence running from said point of beginning S 14°-02'-16" E along the westerly line of the aforesaid Kirtland Drive 99.43 feet to a point; thence in a general southerly direction along the westerly line of said Kirtland Drive with a curve to the left tangent to the last mentioned line having a radius of 625.00 feet, a central angle of 16°-49'-02", an arc length of 183.45 feet and whose chord bears S 22°- 26'-47" E a chord distance of 182.79 feet to a point; thence S 30°-51'-18" E with a line tangent to the last mentioned curve along the westerly line of said Kirtland Drive 52.69 feet to a point marked by an iron pipe set; thence S 59°-18'-25" W through lands now owned by the parties of the first part 670.00 feet to a point marked by an iron pipe set; thence N 26°-47'-24" W 713.36 feet to a point marked by an iron pipe set in the southerly line of the

aforesaid Brookley Road; thence in a general easterly direction along the southerly line of said Brookley Road with a curve to the left having a radius of 235.00 feet, a central angle of 55°-21'-15", an arc length of 227.04 feet and whose chord bears S 69°-14'-47" E a chord distance of 218.31 feet to a point marked by an iron pipe set; thence N 83°- 04'-34" E on a line tangent to the last mentioned curve along the southerly line of said Brookley Road 61.60 feet to a point marked by a spike set; thence N 77°- 48'-19" E continuing along said line 493.03 feet to a point marked by an iron pipe set; thence in a general southeasterly direction with a curve to the right tangent to the last mentioned line having a radius of 25.00 feet, a central angle of 88°- 09'-25", and arc length of 38.47 feet and whose chord bears S 58°- 06'-59" E a chord distance of 34.78 feet to the point of beginning. Containing 7.489 acres of land more or less.

EXHIBIT A (CONTD.)

PARCEL II

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York as shown on a 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 F9B); prepared by Michael P. Waters, P. L. S. No. 050027, dated November 27, 1999 and certified March 30, 2000 and being more particularly bounded and described as follows:

Beginning at a point on the division line between the herein described parcel on the east and the lands known as "Park Drive Manor" on the west; thence through the lands of the United States of America the following twelve (12) courses and distances:

1. South 79° 09′ 24″ East, 263.33 feet to a point; said point being westerly along the northerly boundary of Ellsworth Road extended 243.6 feet from its intersection with the centerline of Hill Road;
2. South 01° 38′ 07″ East, 120.92 feet to a point;
3. South 35° 08′ 09″ West, 625.01 feet to a point;
4. South 07° 31′ 35″ West, 394.74 feet to a point;

5. South 02° 57′ 01″ East, 1,129.28 feet to a point;
6. South 34° 47′ 54″ East, 212.70 feet to a point;
7. North 55° 12′ 05″ East, 230.44 feet to a point;
8. South 39° 07′ 58″ East, 258.40 feet to a point;
9. South 55° 42′ 05″ West, 62.13 feet to a point;
10. South 47° 28′ 00″ East, 632.59 feet to a point;
11. South 41° 06′ 28″ East, 1,418.96 feet to a point;
12. South 37° 01′ 33″West, 113.19 feet to a point on the division line between the herein described parcel on the north and the lands of Julia M. Navelli (reputed owner) on the South;

thence North 58° 24′ 19″ West along said division line 266.53 feet to its intersection with the division line between the herein described parcel on the northwest and the aforementioned lands of Navelli (reputed owner) on the southeast;

thence South 40° 46′ 11″West continuing along said division line 370.00 feet to a point;

thence South 21° 38′ 06″ West continuing along said division line 749.21 feet to its intersection with the division line between the lands of the People of the State of New York on the south and the aforementioned lands of Navelli (reputed owner) on the north with the division line between the herein described parcel on the West and the lands of the People of the State of New York on the East;

thence along the last mentioned division line the following two (2) courses and distances:

1. South 21° 27′ 14″ West, 118.33 feet to a point;
2. South 13° 13′ 41″ West, 186.43 feet to a point on the division line between the lands of the United States of America on the south and the lands of the People of the State of New York on the north;

thence through the lands of the United States of America the following two (2) courses and distances:

1. Southerly along a curve to the left having a radius of 1,367.69 feet, a chord length of 641.87 feet, a chord direction of South 05° 56′ 02″ East to a point;
2. South 32° 28′ 17″ West, 132.77 feet to a point on the division line between the herein described parcel on the east and the lands of Sears Realty Co., Inc. (reputed owner) on the west;

thence along the last mentioned division line the following three (3) courses and distances:

1. Northerly along a curve to the right having a radius of 1,472.69 feet, a chord length of 140.07 feet, a chord direction of North 11° 02′ 23″ West to a point;
2. South 77° 05′ 02″ West, 10.00 feet to a point;

3. Northerly along a curve to the right having a radius of 1,462.69 feet, a chord length of 607.22 feet, a chord direction of North 05° 15′ 06″ West to the intersection of the division line between the aforementioned lands of Sears Realty Co., Inc. (reputed owner) on the south and the lands of the People of the State of New York on the north with the division line between the herein described parcel on the east and the lands of the People of the State of New York on the west;

thence along the last mentioned division line and the division line between the herein described parcel on the east and the lands known as "Shady Grove Trailer Park" on the west the following four (4) courses and distances;

1. North 11° 29′ 35″ East, 88.29 feet to a point;
2. North 18° 21′ 12″ East, 99.49 feet to a point;
3. North 22° 05′ 51″ East, 668.00 feet to a point;
4. North 05° 21′ 07″ East, 438.80 feet to the intersection of the division line between the lands known as "Shady Grove Trailer Park" on the south and the lands of St. John the Baptist Cemetery (reputed owner) on the north with the division line between the herein described parcel on the east and the lands of St. John the Baptist Cemetery (reputed owner) on the west;

thence North 36° 49′ 43″ West along the last mentioned division line 511.78 feet to the intersection of the division line between the lands of St. John the Baptist Cemetery (reputed owner) on the south and the lands of Larry Converse, III and Janet Converse (reputed owners) on the north; with the division line between the herein described parcel on the east and the aforementioned lands of Converse (reputed owners), the lands of Louis Ano Cretaro, Sr. (reputed owner), the lands of N & A Falcon (reputed owners), the lands of William I. Hoffmeister (reputed owner), and the lands of St. Peter's Cemetery Association (reputed owner) on the west;

thence along the last mentioned division line the following four (4) courses and distances:

1. North 49° 07′ 53″West, 857.59 feet to a point;
2. South 46° 31′ 20″ West, 10.48 feet to a point;
3. North 48° 30′ 32″West, 167.17 feet to a point;
4. North 47° 12′ 45″ West, 361.68 feet to the intersection of the division line between the lands of St. Peter's Cemetery Association (reputed owner) on the south and the lands of the United States of America on the north; with the division line between the herein described parcel on the east and the lands of the United States of America on the west;

thence along the last mentioned division line the following three (3) courses and distances:

1. North 51° 49′ 32″ West, 333.22 feet to a point;
2. North 36° 52′ 31″ West, 310.06 feet to a point;
3. North 25° 40′ 31″ West, 419.57 feet to a point on the division line between the herein described parcel on the east and the lands of C.A. Kaplan (reputed owner) on the west;

thence along the last mentioned division line the following three (3) courses and distances:

1. North 10° 27′ 08″ East, 777.45 feet to a point;
2. North 39° 43′ 25″ East, 186.53 feet to a point;
3. South 83° 42′ 35″ West, 221.54 feet to its intersection with the first mentioned division line;

thence North 42° 56′08″ East along said mentioned division line 1,274.27 feet to the place of beginning, being 2,830,062.0± square feet or 64.969 acres, more or less;

ALSO, ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida, and State of New York identified as "F9B(1)" on a 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 F9B); prepared by Michael P. Waters, P.L.S. No. 050027, dated November 27, 1999 and certified March 30, 2000 and being 741.31 ± square feet.

RECEIVED

MAY 2 5 2000

Rome Assessor's Office

RECEIVED

00 MAY 25 AM 8:59

CITY CLERK'S OFFICE
ROME, N.Y.

916 - 917	S22°48'10"E	270.18'
917 - 919	Radius 699.29' Chord Length 95.11' Chord Direction S18°40'22"E	
919 - 920	S27°41'08"E	13.95'
920 - 923	Radius 411.75' Chord Length 198.80' Chord Direction S17°23'34"E	
923 - 924	S03°59'08"E	115.24'
924 - 925	S08°09'44"E	36.63'
925 - 926	S70°42'07"W	339.07'
926 - 927	N59°41'53"W	578.24'
927 - 928	N37°01'33"E	113.19'
928 - 929	N41°06'28" W	1,418.96'
929 - 930	N47°28'00"W	632.59
930 - 931	N55°42'05"E	62.13'
931 - 932	N39°07'58"W	258.40'
932 - 933	S55°12'05"W	230.44'
933 - 934	N34°47'54"W	212.70'
934 - 935	N02°57'01"W	1,129.28'
935 - 936	N07°31'35"E	394.74'
936 - 937	N35°08'09"E	625.01'
937 - 901	N01°38'07"W	120.92'

AREA = 5,891,498.2 ± sq.ft
or
135.250 ± qcres

PROPE
SHOWING A PORTION OF I
ONEIDA COUNTY INDUSTRI
CITY OF ROME COUNTY OF

Revisions

1. 3/30/00
VA Hospital

Scale: 1"-200'

Date: 9/3/99

Dgn: F9a.dgn

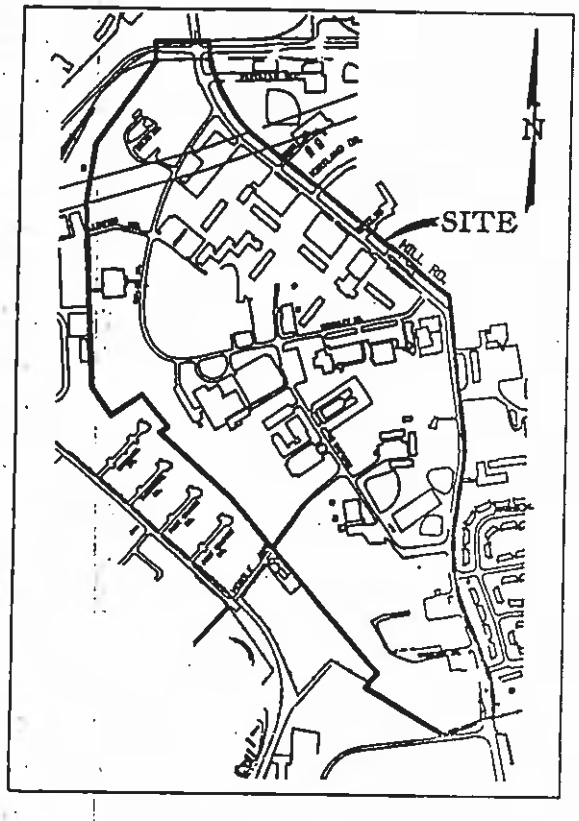
Proj No. *9989

F9A

Project: Griffiss East

PIES SIGNED AND STAMPED IN RED

"EXHIBIT A"



LOCATION PLAN
NOT TO SCALE

FORT NEW. DR.

MOBILE AVE.

P525

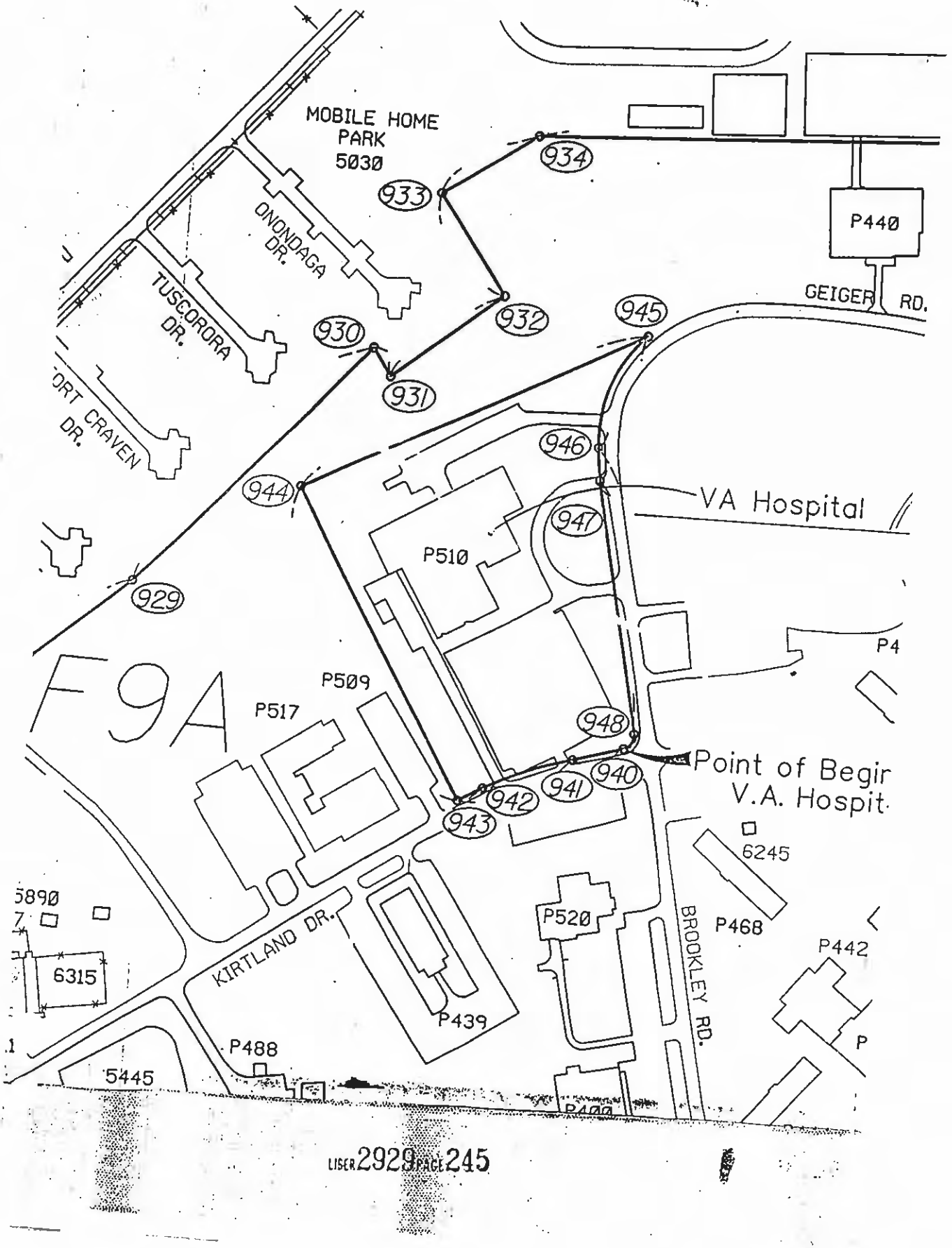
STORAGE LOT

F9B

F9B
741.31 s.f.
(not in this FOST)

927

928


MOBILE HOME PARK 5030
ONONDAGA DR.
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BROOKLEY RD.
KIRTLAND DR.
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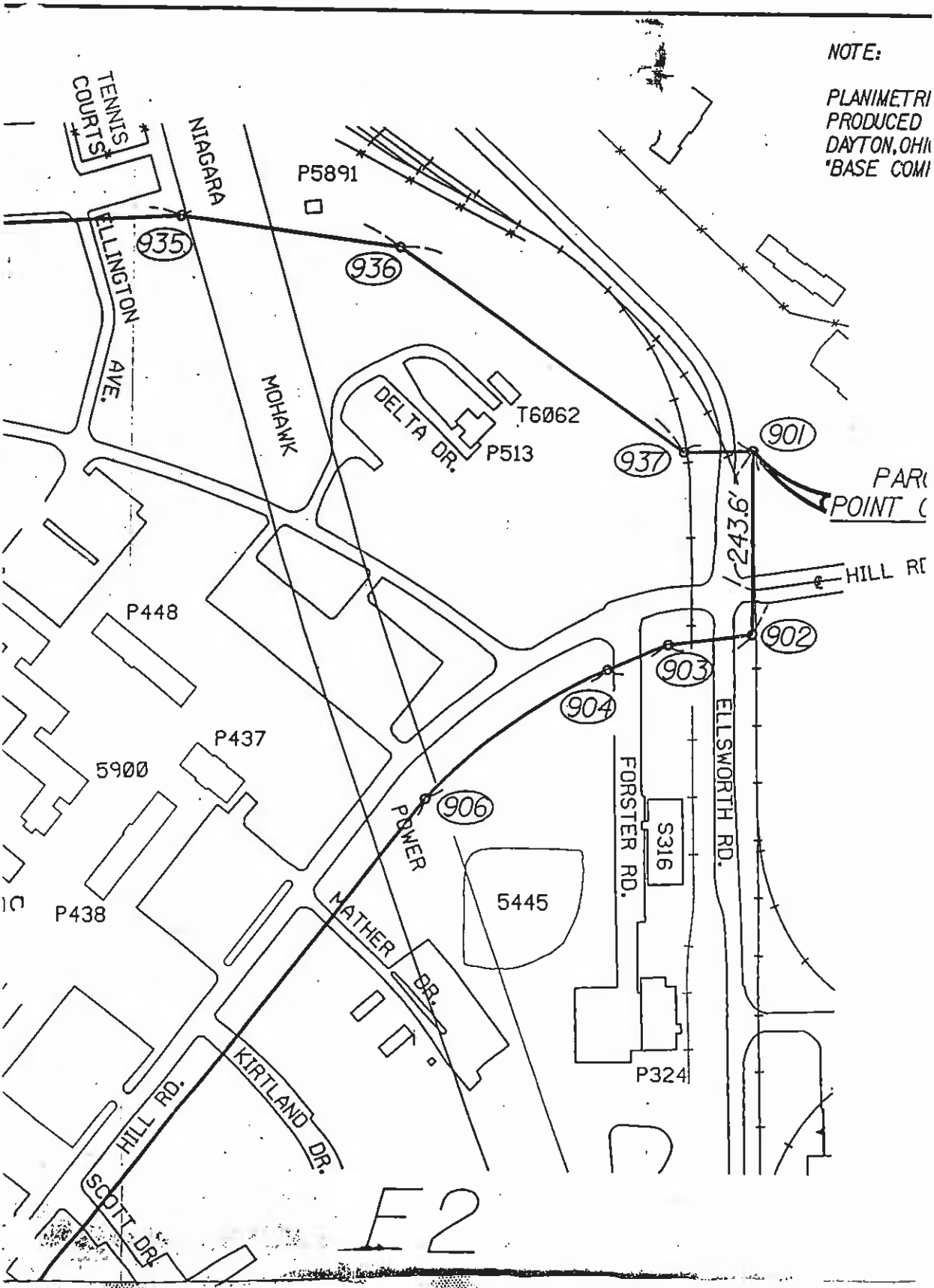
NOTE:
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ELLINGTON AVE.
MOHAWK
DELTA DR.
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ELLSWORTH RD.
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POWER
FORSTER RD.
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P438
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MATHER DR.
P324
HILL RD.
KIRTLAND DR.
SCOTT DR.
E2

"THE ALTERATION OF SURVEY MAPS BY ANYONE OTHER THAN THE ORIGINAL PREPARER IS MISLEADING, CONFUSING AND NOT IN THE GENERAL WELFARE AND BENEFIT OF THE PUBLIC. LICENSED LAND SURVEYORS SHALL NOT ALTER MAPS, SURVEY PLANS OR SURVEY PLATS PREPARED BY OTHERS"

ALTERATION OF THIS DOCUMENT EXCEPT BY A LICENSED LAND SURVEYOR, IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW

TA TAKEN FROM MAPPING
OOLPERT CONSULTANTS
ED: 01 SEPTEMBER, 1989.
ENSIVE PLNG. DIRECTIVE AFR 86-4

SURVEY COMPLETED 9/1/99

GRID NORTH

F9A'
INNING

PARCEL 'F9A'

COURSE	DIRECTION	DISTANCE (FEET)
901 - 902	N89°02'52"E	328.33'
902 - 903	S07°27'27"E	148.13'
903 - 904	S22°49'52"E	115.73'
904 - 906	Radius 913.74' Chord Length 393.47' Chord Direction S35°41'40"E	
906 - 907	S52°05'06"E	1,606.08'
907 - 908	S07°11'18"E	863.78'
908 - 910	Radius 952.91' Chord Length 233.08' Chord Direction S00°31'38"E	
910 - 912	Radius 3,561.19' Chord Length 312.14' Chord Direction S07°17'54"W	
912 - 914	Radius 909.44' Chord Length 252.42' Chord Direction S10°45'32"W	
914 - 916	Radius 853.84 Chord Length 302.86 Chord Direction S10°45'23"E	

WATERS LAND SURVEYING
1307 N. James Street
Rome NY 13440
(315) 339-3659

P.L.S. No. 050027

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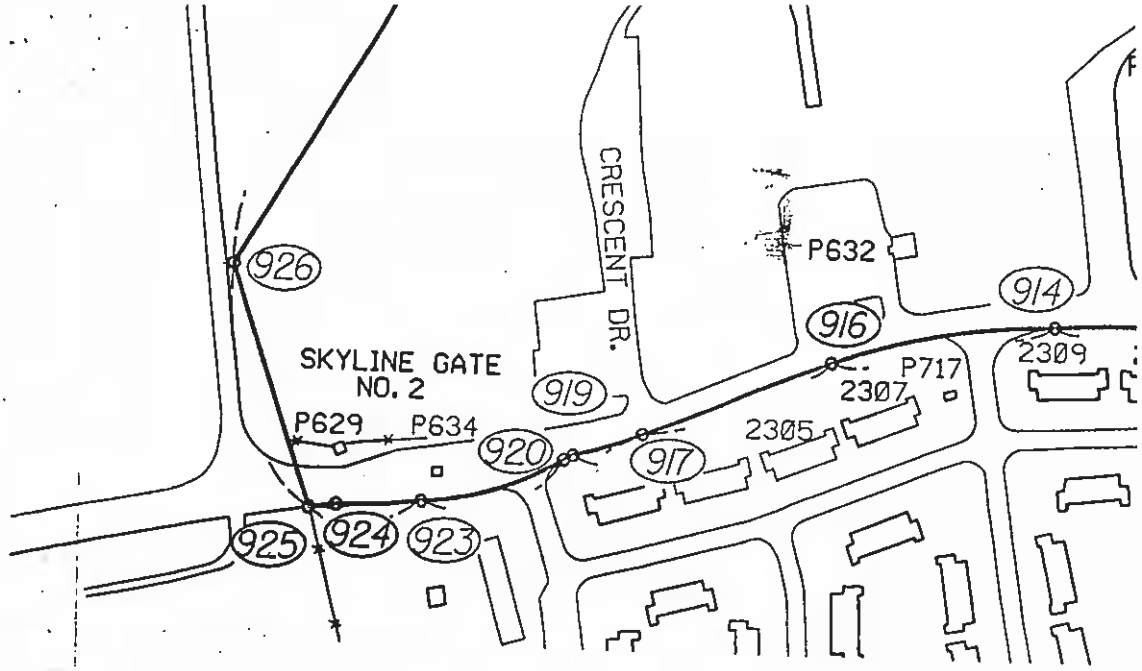
TY MAP
ANDS TO BE CONVEYED TO
AL DEVELOPMENT AGENCY
NEIDA STATE OF NEW YORK

LIBER 2929 PAGE 247



AREA

5,891,498.2 ± sq.ft.
or
135.250 ± acres

Less V.A. Hospital
326,220.8 ± sq.ft.
or
7.489 ± acres

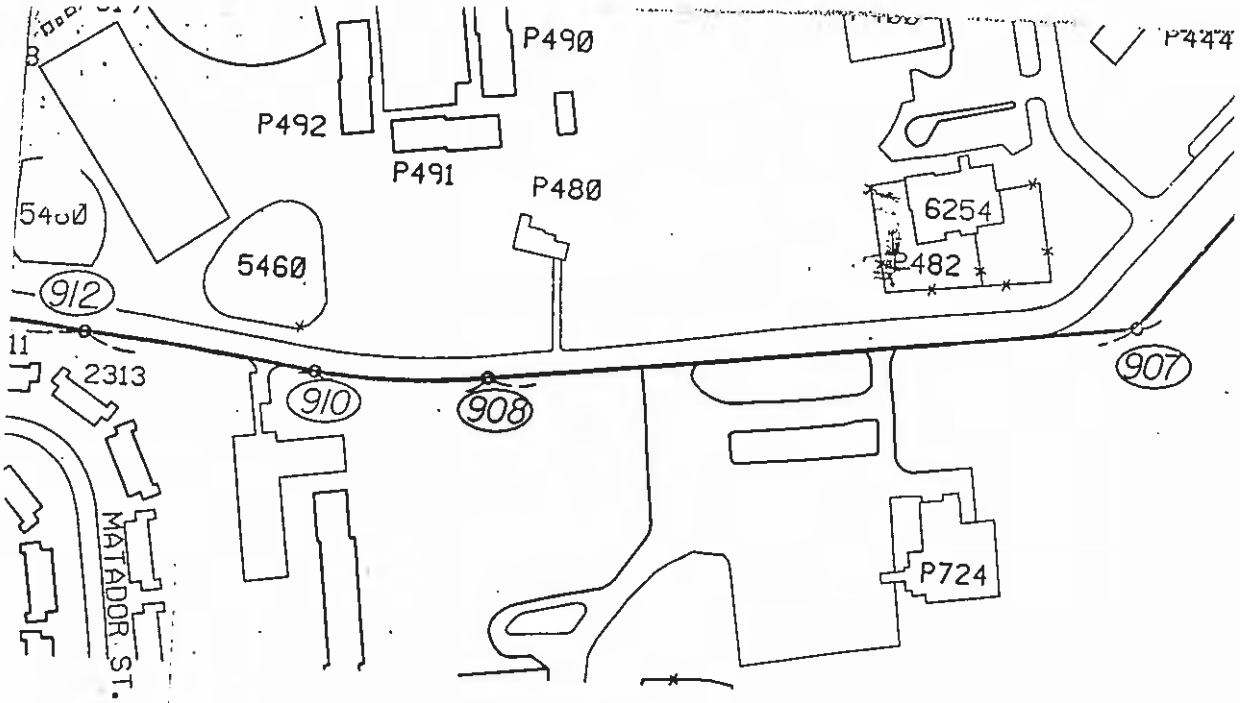
Less FOST F9B 741.31± sq.ft.

Remainder = 5,564,536.0 ± sq.ft.
or
127.744 ± acres

0' 0 200' 400'

SCALE BAR

Only copies from the original of this survey marked with the surveyor's signature and an ORIGINAL embossed or ink seal shall be considered valid true copies



THIS SURVEY WAS PREPARED FOR THE PARTIES AND PURPOSES INDICATED HEREON. ANY EXTENSION OF THE USE BEYOND THE PARTIES OR PURPOSE IS EXPRESSLY FORBIDDEN WITHOUT THE WRITTEN RELEASE OR PERMISSION OF WATERS LAND SURVEYING: Michael P. Waters P.L.S. No. 050027

CERTIFY TO:

AIR FORCE BASE CONVERSION AGENCY
ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
GRIFFISS LOCAL DEVELOPMENT CORPORATION

STATE MICH LICENSED

I hereby certify that this is an accurate map, made from an accurate field survey, and that this survey was prepared in accordance with the minimum standards set forth in "The Existing Code of Practice for Surveys" as adopted by the New York State Association of Professional Land Surveyors.

Michael P. Waters, P.L.S. No. 50027

8/30/00
Date

LIBER 2929 PAGE 249

V.A. Hospital

COURSE	DIRECTION	DISTANCE (FEET)
940 - 941	S14°02'16"E	99.43'
941 - 942	Radius 625.00' Chord Length 182.79' Chord Direction S22°26'47"E	
942 - 943	S30°51'18"E	52.69'
943 - 944	S59°18'25"W	670.00'
944 - 945	N26°47'24"W	713.36'
945- 946	Radius 235.00' Chord Length 218.31' Chord Direction S69°14'47"E	
946 - 947	N83°04'34"E	61.60'
947 - 948	N77°48'19"E	493.03'
948- 940	Radius 25.00' Chord Length 34.78' Chord Direction S58°06'59"E	

326,220.8± sq.ft.
or
7.489± acres

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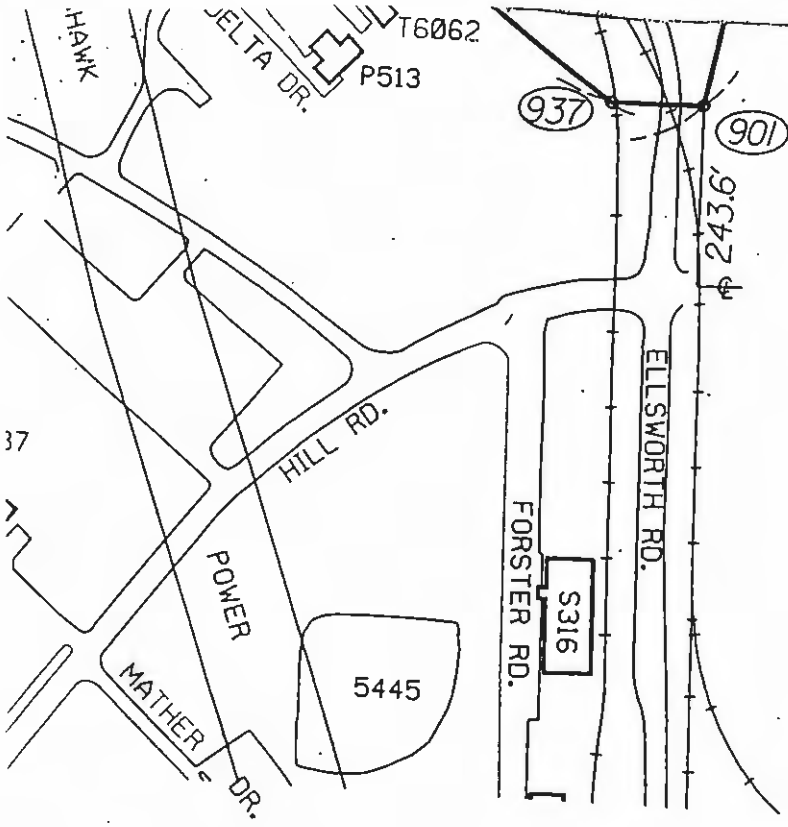

PROPER

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:PARED FOR THE PARTIES AND
IEREON. ANY EXTENSION OF
PARTIES OR PURPOSE IS EXPRESSLY
HE WRITTEN RELEASE OR PERMISSION
'EYING: Michael P. Waters P.L.S. No. 050027

' TO:

: CONVERSION AGENCY
'RIAL DEVELOPMENT AGENCY
'ELOPMENT CORPORATION

s an accurate map, made
urvey, and that this survey
nce with the minimum standards
Code of Practice for Surveys"
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STATE OF NEW YORK
MICHAEL P. WATERS
050027
LICENSED LAND SURVEYOR

0.50027

3/3/00
Date

Revisions
Scale: 1"=200'
Date: 11/27/99
Dgn: F9b.dgn
Proj No. *9989
F9B

Project: GLDC Griffiss Fost

ED AND STAMPED IN RED

"EXHIBIT A"

LIBER 2929 PAGE 251

"EXHIBIT A"

KEN FROM MAPPING
RT CONSULTANTS
SEPTEMBER, 1989.
E PLNG. DIRECTIVE AFR 86-4

"THE ALTERATION OF SURVEY MAPS BY ANYONE OTHER THAN THE ORIGINAL PREPARER IS MISLEADING, CONFUSING AND NOT IN THE GENERAL WELFARE AND BENEFIT OF THE PUBLIC. LICENSED LAND SURVEYORS SHALL NOT ALTER MAPS, SURVEY PLANS OR SURVEY PLATS PREPARED BY OTHERS"

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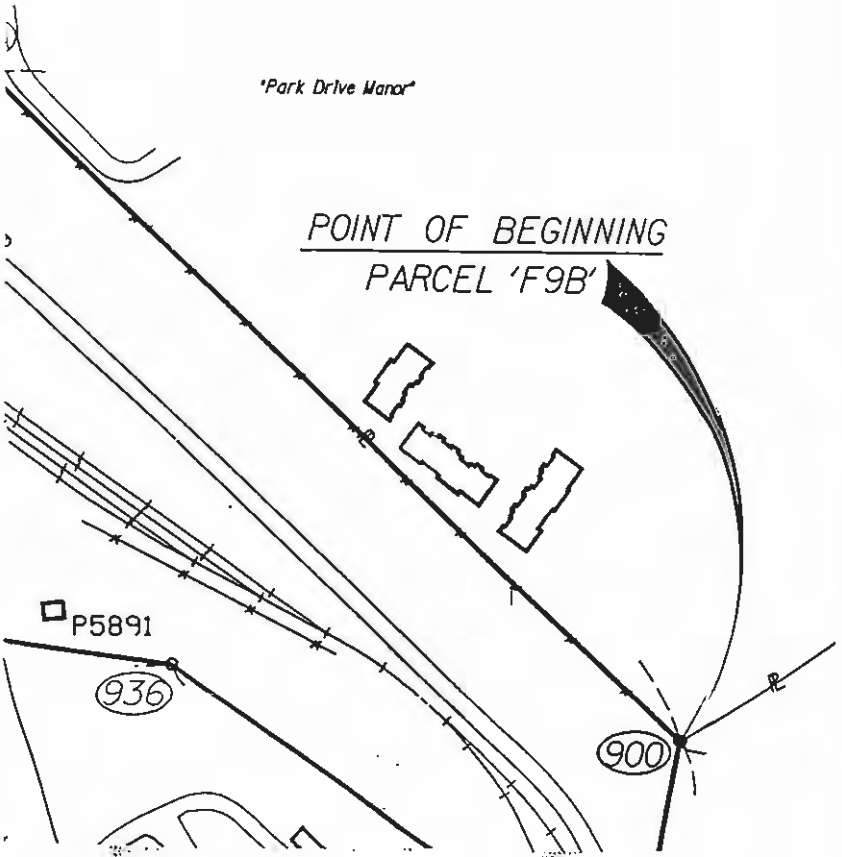
SURVEY COMPLETED 11/16/99

GRID NORTH



WATERS LAND SURVEYING
1307 N. James Street
Rome NY 13440
(315) 339-3639

P.L.S. No. 050027

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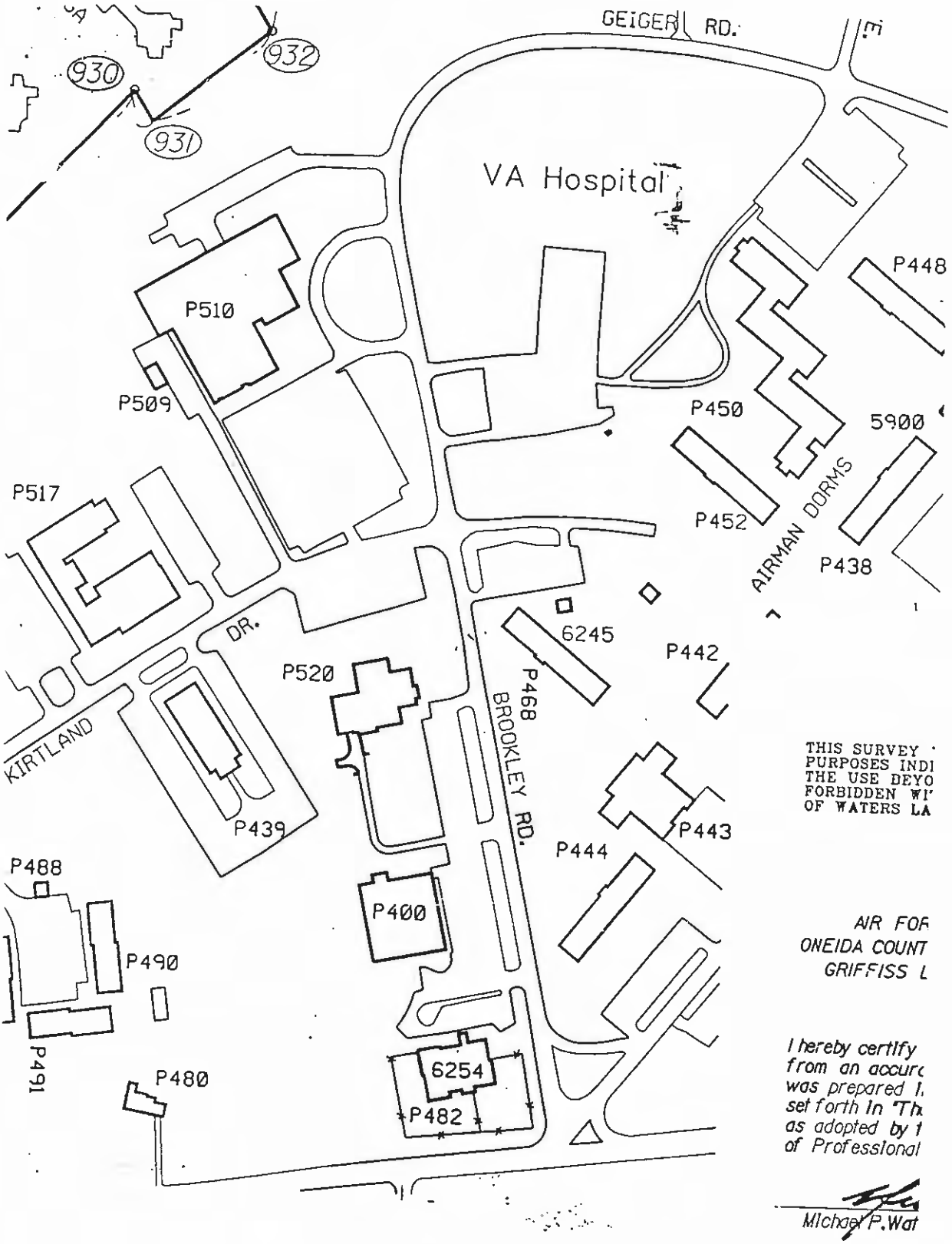
TY MAP
ANDS TO BE CONVEYED TO
AL DEVELOPMENT AGENCY
NEIDA STATE OF NEW YORK

LIBER 2929 PAGE 252



THIS SURVEY
PURPOSES INDI
THE USE DEYO
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AIR FOR
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GRIFFISS L

I hereby certify
from an accurc
was prepared I,
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as adopted by t
of Professional

Michael P. Wat

TRUE

NOTE:

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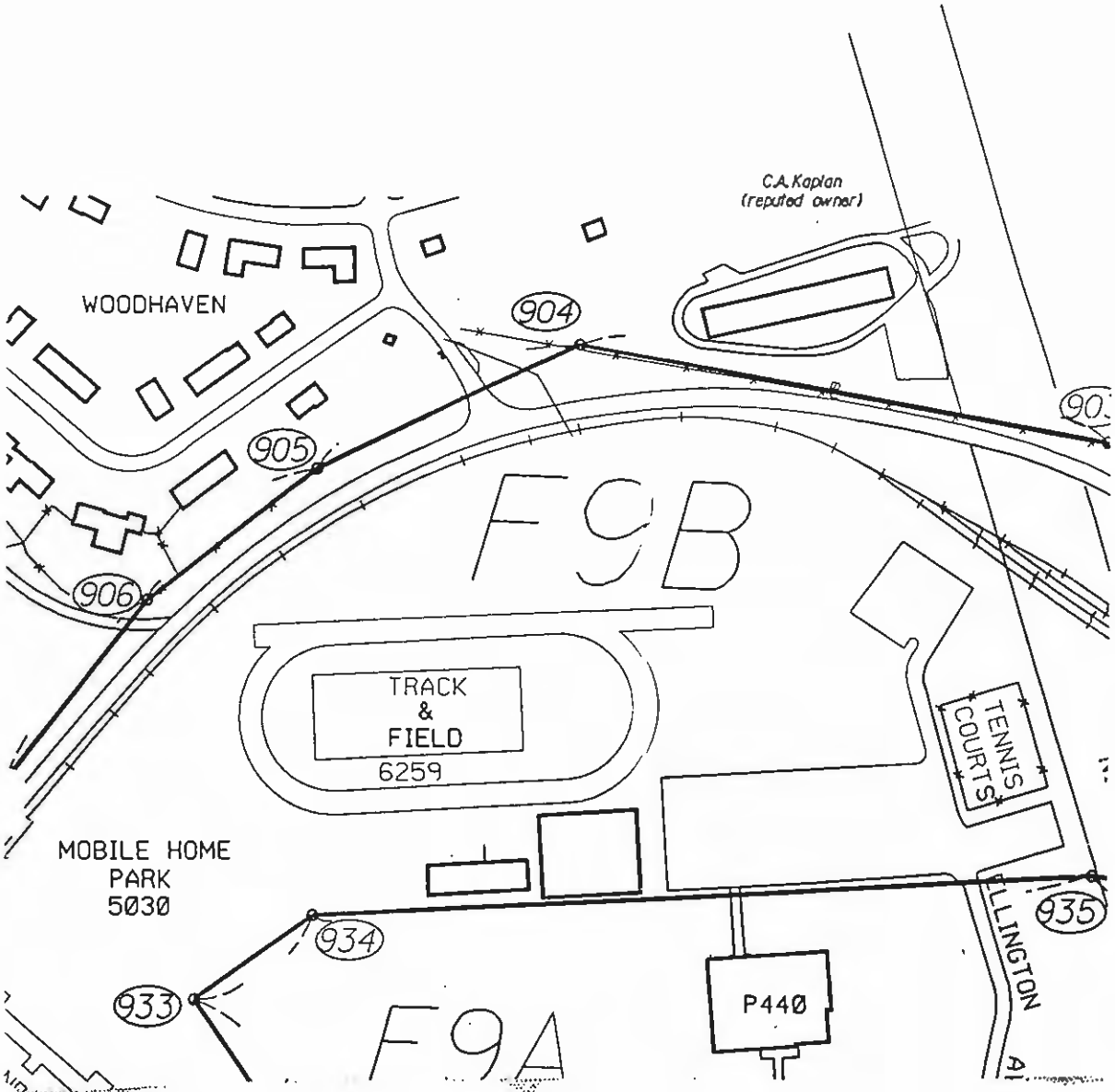
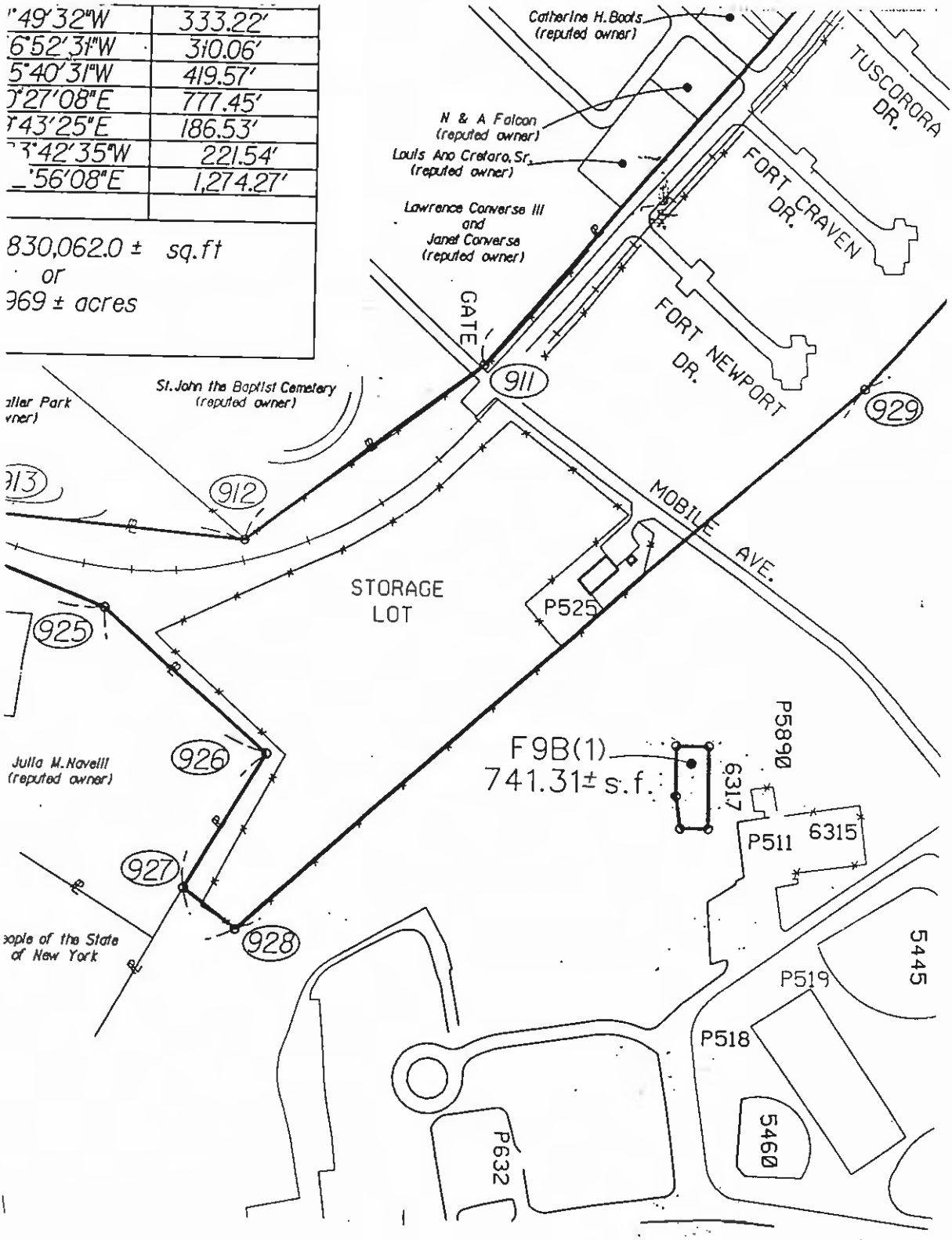
PRODUCED BY
DAYTON, OHIO. D.
*BASE COMPRE



"49'32"W	333.22'
6°52'31"W	310.06'
5°40'31"W	419.57'
7°27'08"E	777.45'
7°43'25"E	186.53'
3°42'35"W	221.54'
_'56'08"E	1,274.27'

830,062.0 ± sq.ft
or
969 ± acres



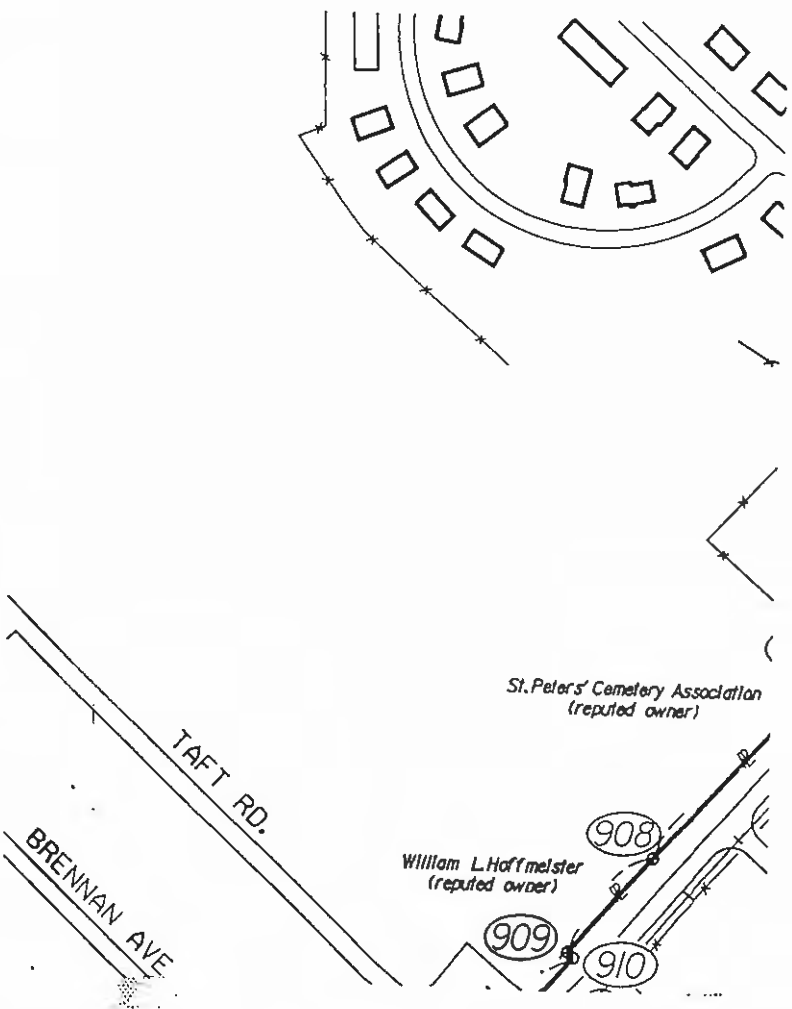
EL 'F9B'

ECTION	DISTANCE (FEET)
09'24"E	263.33'
38'07"E	120.92'
08'09"W	625.01'
31'35"W	394.74'
57'01"E	1,129.28'
47'54"E	212.70'
12'05"E	230.44'
07'58"E	258.40'
42'05"W	62.13'
28'00"E	632.59'
06'28"E	1,418.96'
01'33"W	113.19'
24'19"W	266.53'
46'11"W	370.00'
8'06"W	749.21'
27'14"W	118.33'
13'41"W	186.43'
1,367.69' Length 641.87' Direction S05°56'02"E	
28'17"W	132.77'
472.69 Length 140.07' Direction N11°02'23"W	
05'02"W	10.00'
462.69' Length 607.22' Direction N05°15'06"W	
35"E	88.29'
12"E	99.49'
05'51"E	668.00'
01'07"E	438.80'
43"W	511.78'
53"W	857.59'
20"W	10.48'
32"W	167.17'
45"W	361.68'

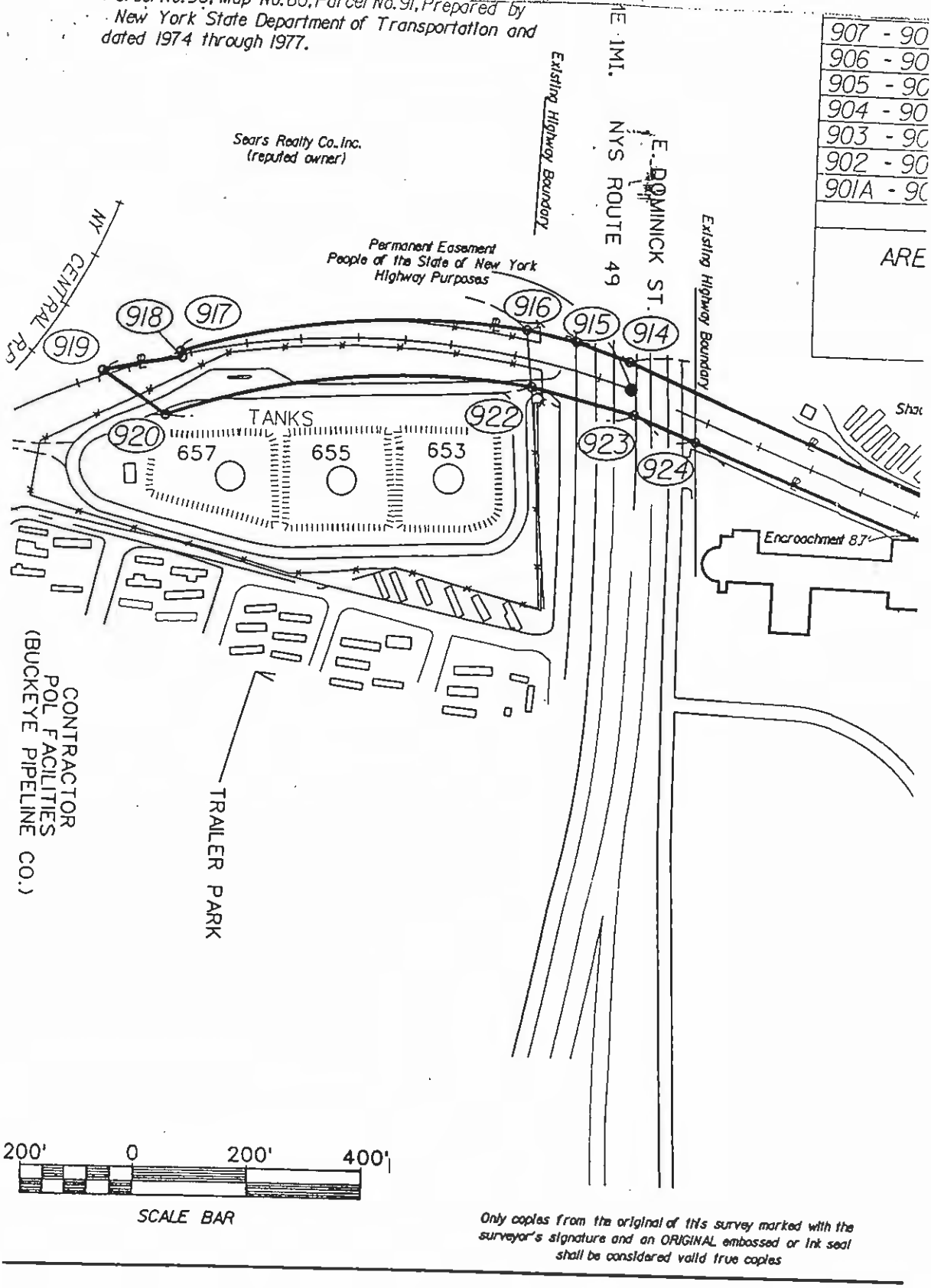
AREA = 2,830,062.0 ± sq.ft.
or
64.969 ± acres

Plus FOST F9B(1) 741.31 ± sq.ft.

Total = 2,830,803.3 ± sq.ft.
or
64.986 ± acres

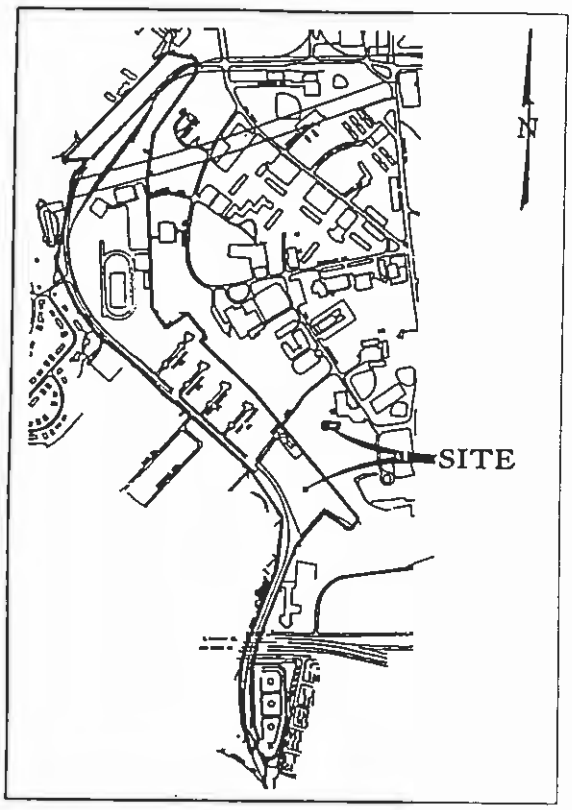


Parcel No. 90, Map No. 80, Parcel No. 91, Prepared by New York State Department of Transportation and dated 1974 through 1977.



Only copies from the original of this survey marked with the surveyor's signature and an ORIGINAL embossed or ink seal shall be considered valid true copies

LIBER 2929 PAGE 257



LOCATION PLAN
NOT TO SCALE

Reference:

1. Map entitled "Map Property of Julia M. Novelli" prepared by James P. McBurney and dated June 16, 1999.

2. Map Entitled "Tech Park Overview Plan Prepared by Bergmann Associates, and dated may 11, 1999

3. Map entitled "Air Combat Command Comprehensive Plan Real Estate Griffiss Air Force Base" Prepared by Department of the Air Force, dated 01 Sep 89, and revised 9/30/94.

4. Map entitled "Site Plan Park Drive Manor II prepared by Associated Architects of Syracuse and dated 4 February 1983.

Highway Acquisition Maps Entitled "City of Rome: East Dominick Street Arterial Highway Brennan Avenue to East City Line". Map No. 46 Parcel No. 59, Map No. 59-R Parcel Nos. 71, 72, Map No. 65, Parcel Nos. 79, 80 Map No. 66, Parcel No. 81, Map No. 78.

PA

COURSE
900 - 90
901 - 937
937 - 93
936 - 93
935 - 93
934 - 93
933 - 93
932 - 93
931 - 930
930 - 92
929 - 92
928 - 92
927 - 92
926 - 92
925 - 92
924 - 92
923 - 92
922 - 92
920 - 919
919 - 918
918 - 917
917 - 916
916 - 915
915 - 914
914 - 913
913 - 912
912 - 911
911 - 910
910 - 909
909 - 908
908 - 907

RON

"EXHIBIT B"

Ft.

Ft.

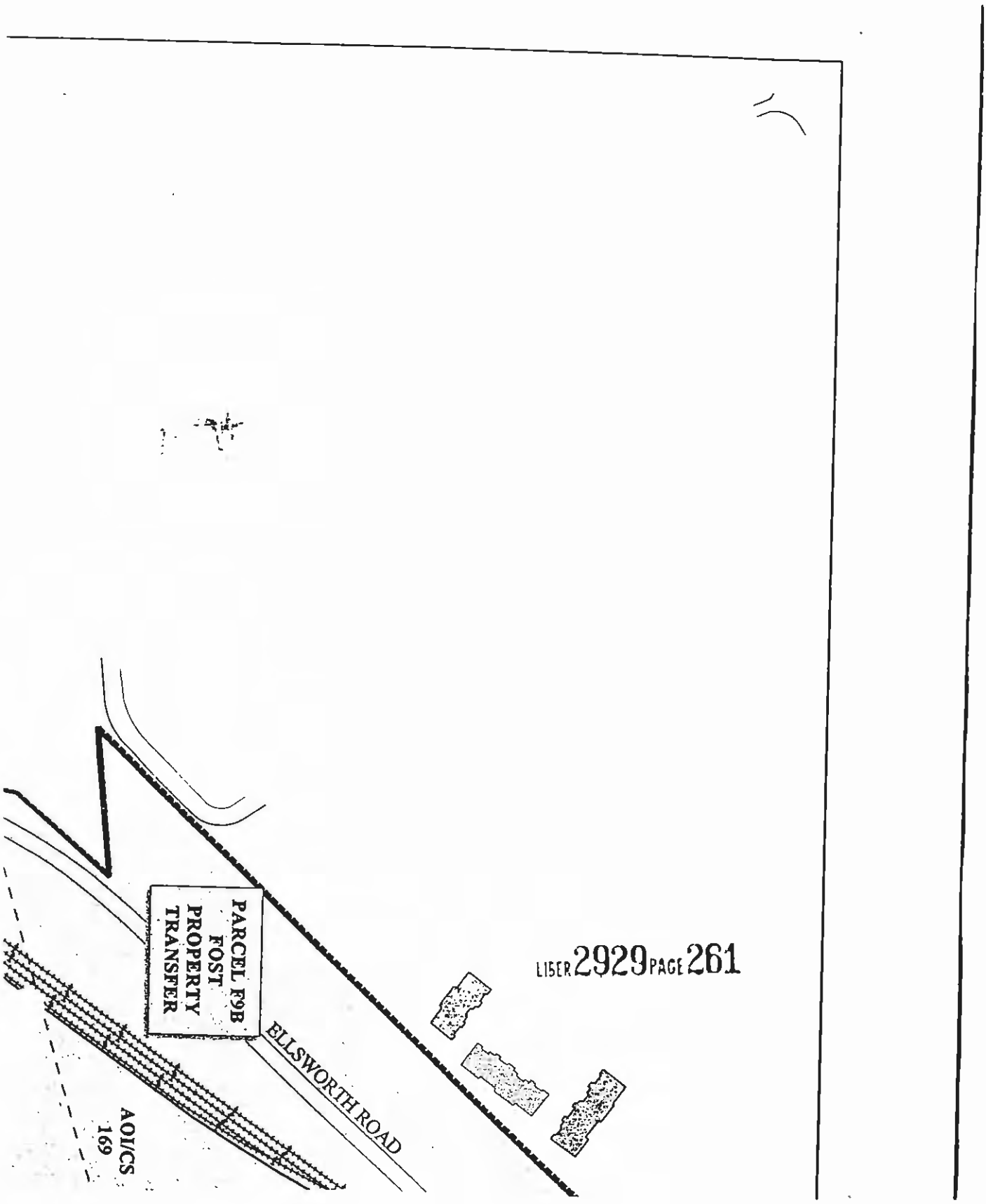
Ft.

LS
Ft.

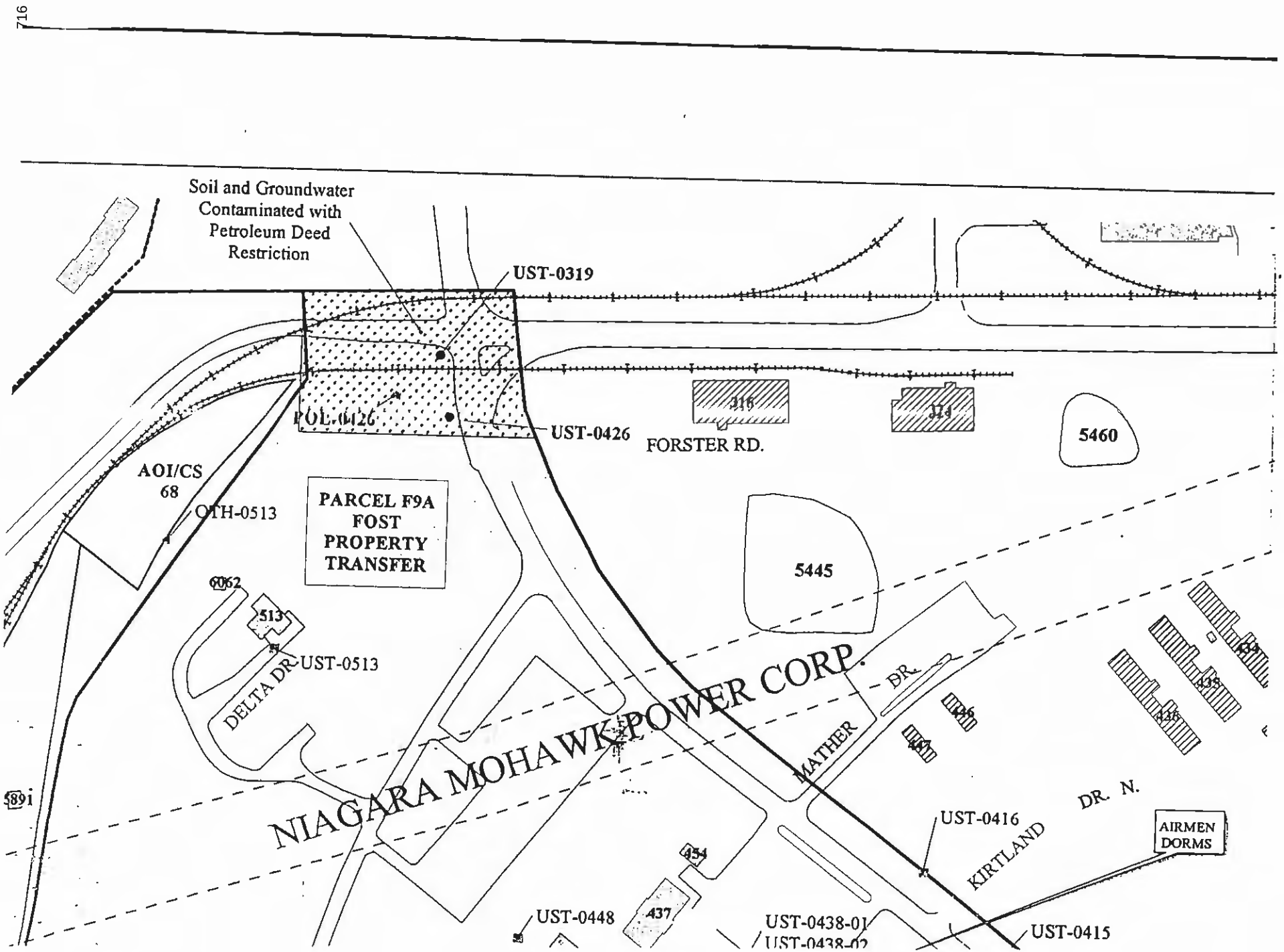
eage: 126.66

PARCEL
F9A and F9B
FOST

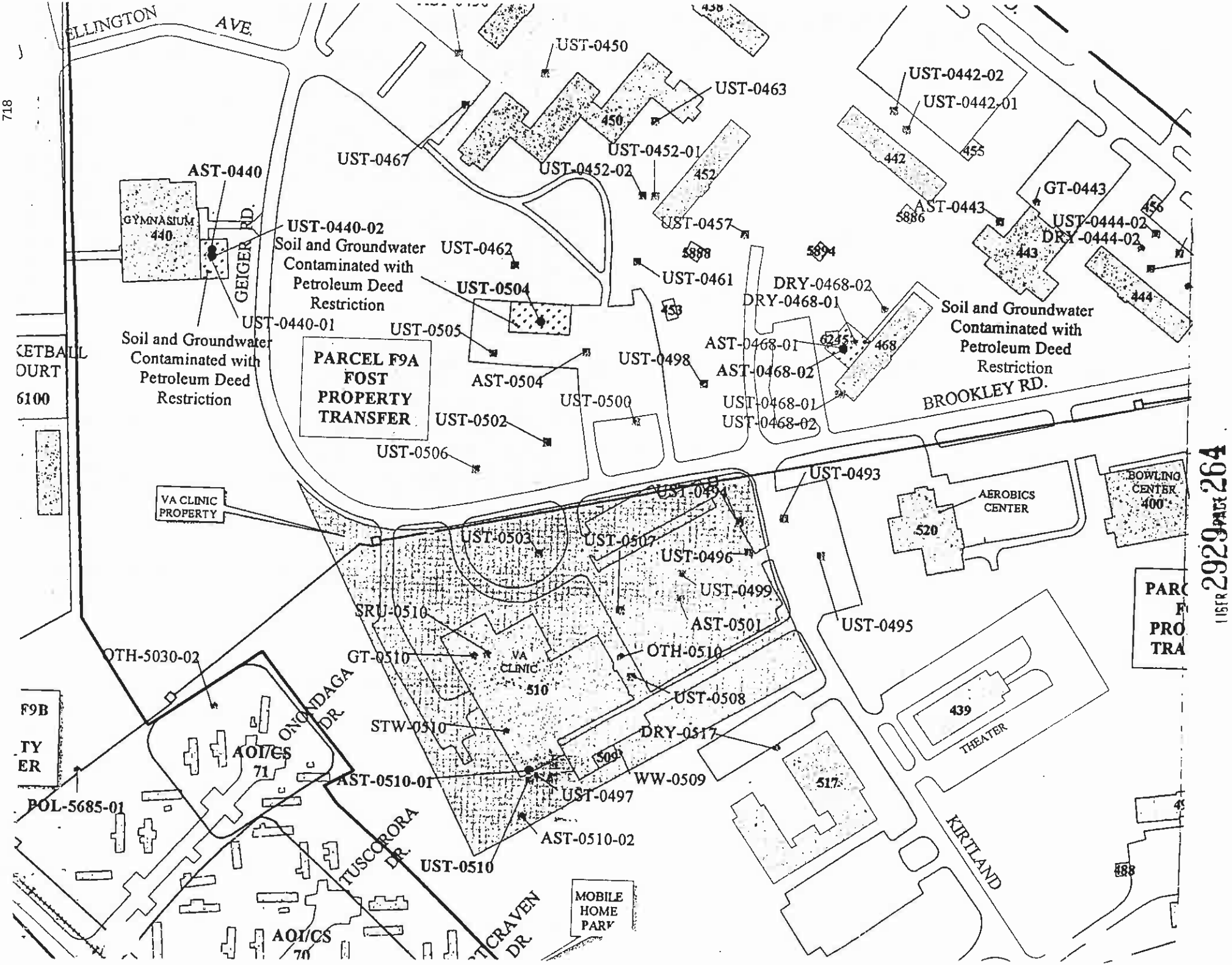
10/26/1999



LIBER 2929 PAGE 261


716
Soil and Groundwater Contaminated with Petroleum Deed Restriction
UST-0319
POL-0426
UST-0426
FORSTER RD.
316
324
5460
AOI/CS 68
OTH-0513
PARCEL F9A FOST PROPERTY TRANSFER
5445
6062
513
UST-0513
DELTA DR.
NIAGARA MOHAWK POWER CORP.
DR.
MATHER
DR. N.
UST-0416
KIRTLAND
AIRMEN DORMS
5891
454
437
UST-0448
UST-0438-01
UST-0438-02
UST-0415

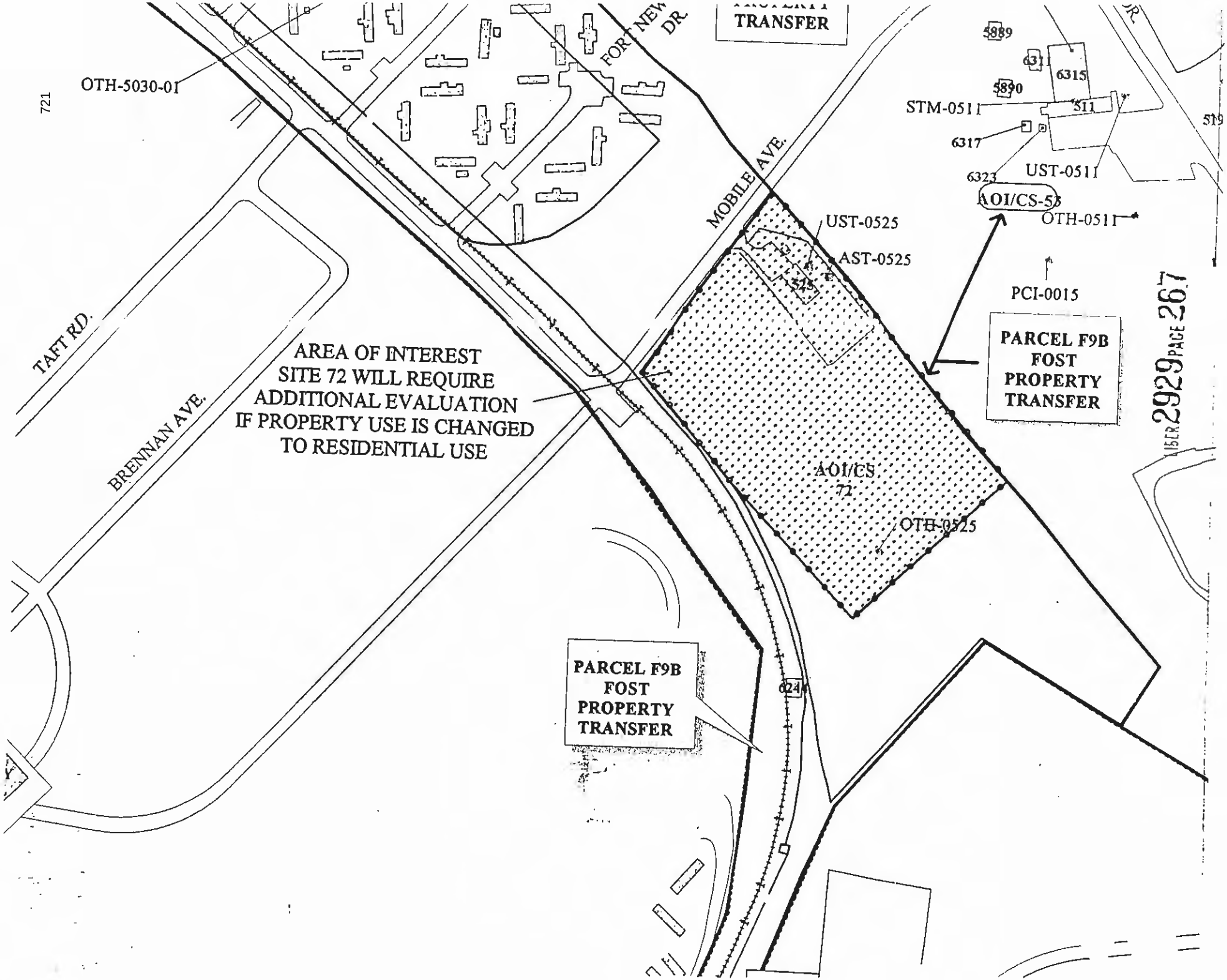
UPTER
LN.
PLUTO
LN.
DR.
WOODHAVEN HOUSING
PARCEL
F-8
DR.
410
3001
3003
3005
3007
3021
UST-0540
OTH-0440
AOI/CS
69/448
TRACK
5462
FIELD
5450
TENNIS
COURT
6085
PARCEL
FOST
PROPER
TRANSF
BASI
CI



1151R 2929 PAGE 264

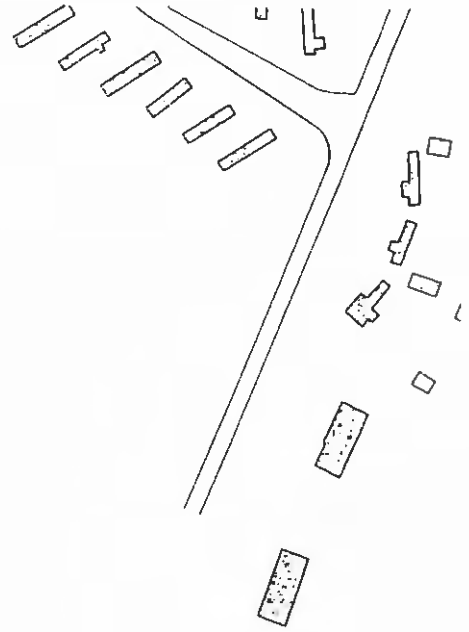
719
UST-0404
UST-0444-01
AST-0444
DRY-0444-01
UST-0402
UST-0400
CHILDCARE CENTER 482
UST-0485
UST-0480-01
480
UST-0480-01
UST-0483
UST-0481
FUTURE WAY
Soil and Groundwater Contaminated with Petroleum Deed Restriction
712
704
TENNIS COURT 5465
THOR AVE
FALCON AV
BASEBALL
492
491
5460

LIBER 2929 PAGE 266

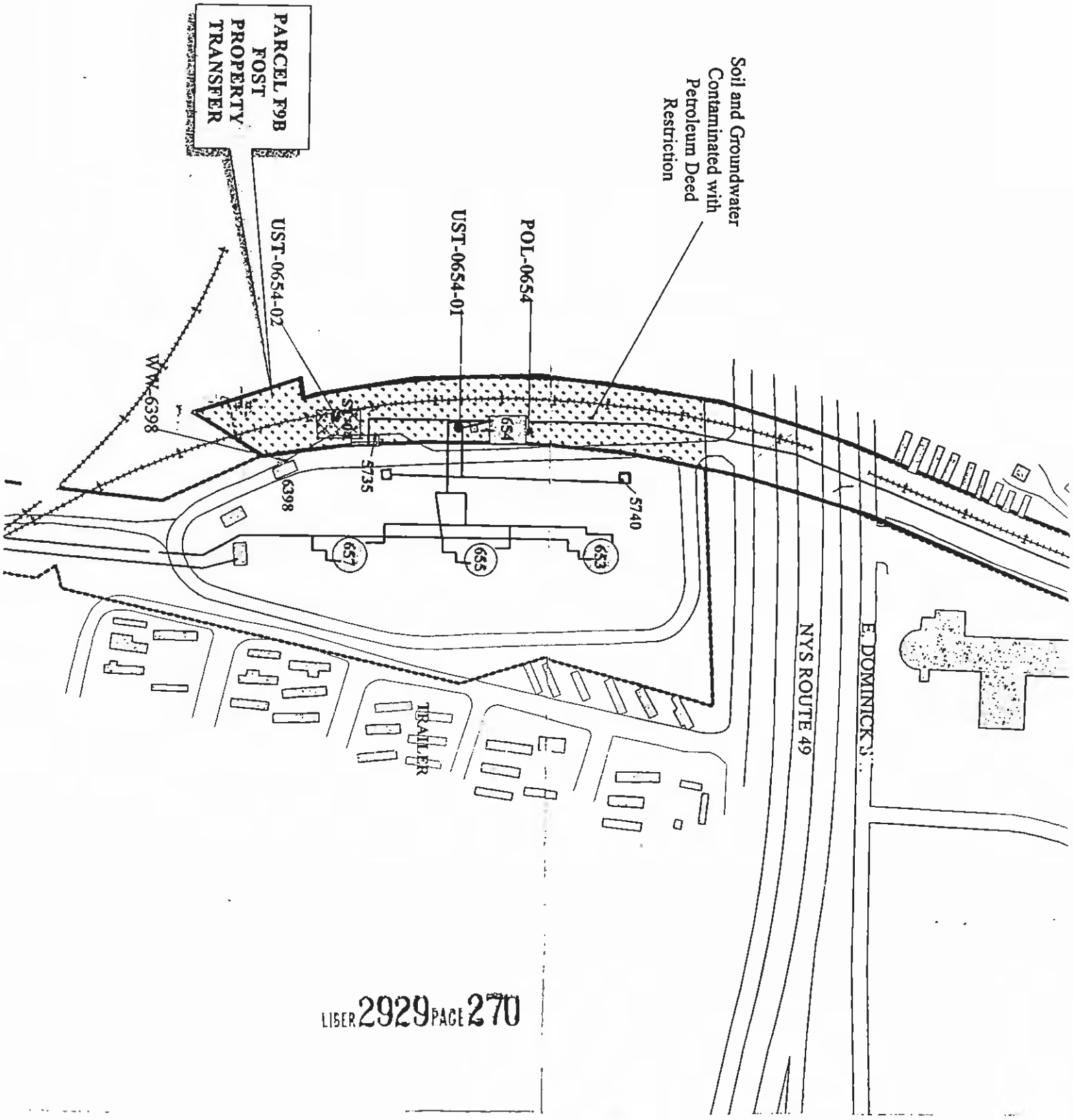


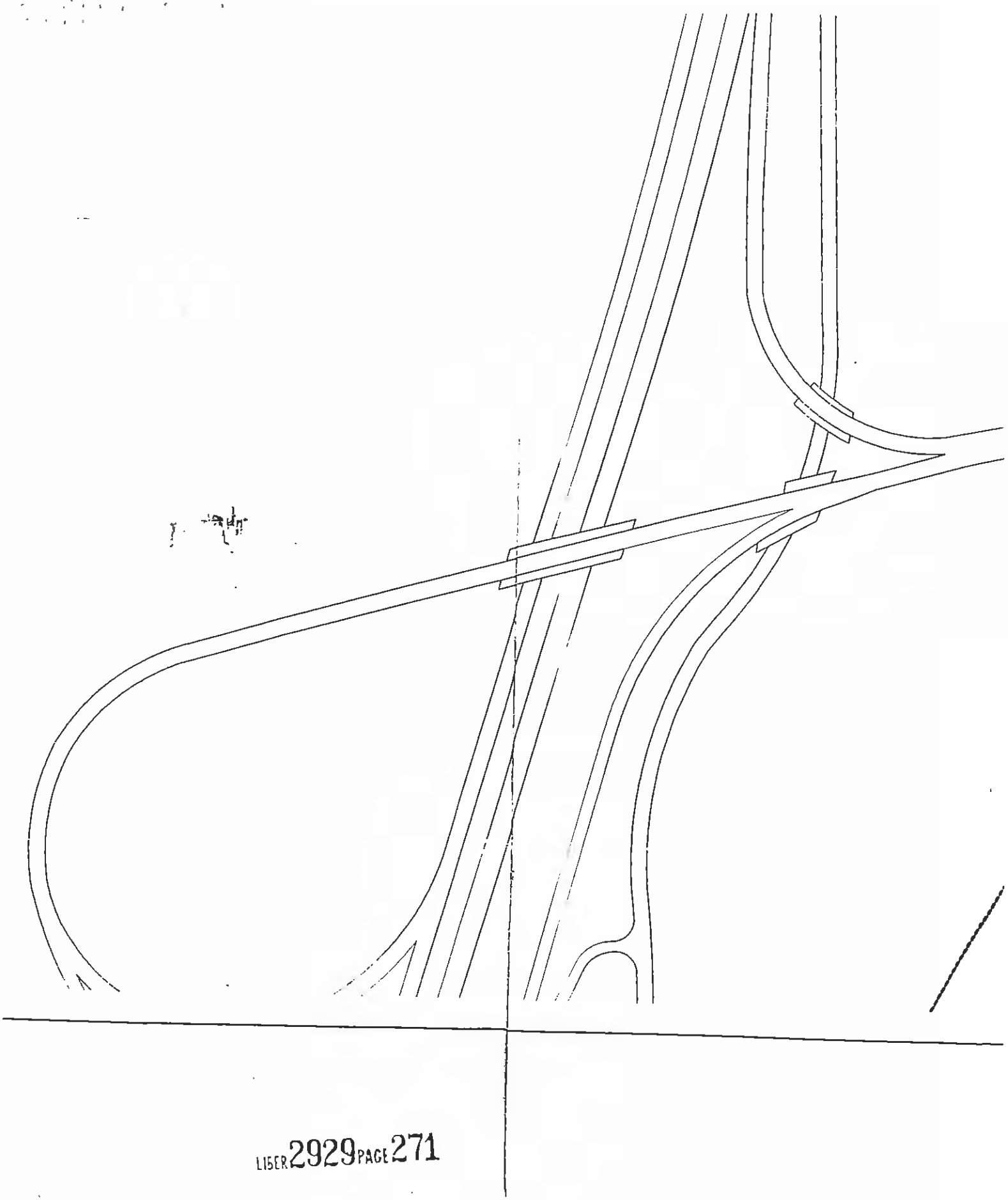
LIBER 2929 PAGE 267

722
5460
AST-0632
UST-0626
632
CRESCENT DR.
PARCEL F9A
FOST
PROPERTY
TRANSFER
SPT-0634
634
629
717
2309
2311
2313
2307
2305
2303
2301
MATADOR ST.
SKYLINE HOUSING
PARCEL
F-11A
SNARK ST.
2002
2000
S. TITAN CIR.
N. TITAN CIR.
A1



LIBER 2929 PAGE 269


PARCEL F9B
FOST
PROPERTY
TRANSFER
Soil and Groundwater
Contaminated with
Petroleum Deed
Restriction
POL-0654
UST-0654-01
UST-0654-02
WW-6398
6398
5735
5740
654
657
655
653
TRAILER
NYS ROUTE 49
E. DOMINICK ST.



LIBER 2929 PAGE 271

"EXHIBIT B"

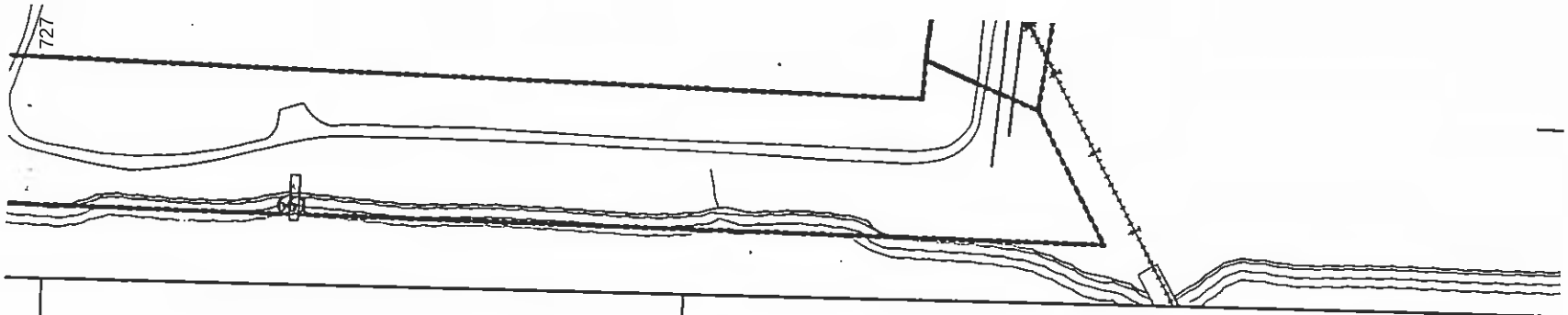
N

SCALE

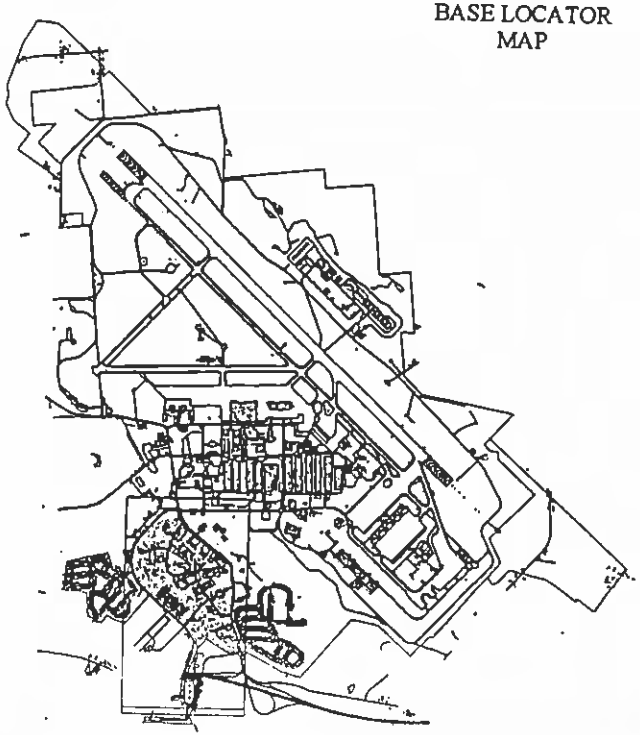
0 200 400 Feet

DEPARTMENT OF THE AIR FORCE · UNITED STATES OF AMERICA ·

BER 2929 PAGE 272



BASE LOCATOR MAP



UST
- OPEN
- CLOSED

AST
- OPEN
- CLOSED
- PIPELINE-PERTO
- FENCE
- POWERLINE
- Rail.shp
- ROADS
- STREAMS/CREEKS
- RECREATIONAL
- AOI/CS
- IRP SITES
- WETLANDS

FACILITY
- EXISTING
- DEMO
- PETROLEUM DEED RESTRICTION
- PROPERTY BOUNDARY
- BASE BOUNDARY
- PARCEL F9

UST - (BOLD) Open Underground Storage Tank

UST - (Non-BOLD) Closed Underground Storage Tank

AST - (BOLD) Open Aboveground Storage Tank

AST - (Non-BOLD) Closed Aboveground Storage Tank

SRU - Silver Recovery Unit

SPT - Septic Tank System

POL - Hydrant Fueling and Pipeline-Related System

WW - Other Waste Water-Related System

OTH - Other Miscellaneous Environmental Factor

STW - Hazardous Waste/Waste Petroleum Product Storage Area

STM - Hazardous Material/Petroleum Product Storage Area

GT - Grease Trap

DRY - Drywell

PCI - Archaeology

VA CLINIC
- Area: 327619.908 Sq
- Perimeter: 2542.723 Ft.
- Acreage: 7.5211

PARCEL F-9A FOST
- Area: 5845004.50 Sq
- Perimeter: 11449.72 Ft.
- Acreage: 134.18

PARCEL F9B FOSET
- Area: 2831052.75 Sq
- Perimeter: 15412.30 Ft.
- Acreage: 64.99

PARCEL F9A and F9B TOTA
- Area: 8676057.25 Sq
- Perimeter: 16423.79 Ft.
- Acreage: 199.17

F-9A Acreage - VA Clinic Ac

LIBER 2929 PAGE 273

GRI-ASN-1998-001-T-1
Parcel G (F-9)
Department of Veterans Affairs

7.49 Acres

729

SEP 2 8 1999

Director, Asset and Enterprise Development Service (181B)

Acceptance of Property Transfer from Department of the Air Force, Rome, NY

Director, VA Medical Center, Syracuse, NY (670/00)

1. The Secretary of Veterans Affairs recently accepted transfer from the Department of the Navy of 7.489 acres of land, with improvements, to the Department of Veterans Affairs. A copy of the signed transfer document is attached.

2. VA now has custody of and accountability for the property under the terms of the transfer agreement. Please add this parcel to the inventory of real property controlled by your station for reporting on GSA Form 1166 and other real property inventory purposes.

3. Should you or your staff have any questions, please contact Mr. Dean Miller by telephone at (202) 565-4173 or by electronic mail at Dean.A.Miller@hq.med.va.gov.

for Anatolij Kushnir

Attachment

OPTIONAL FORM 99 (7-90)

FAX TRANSMITTAL # of pages ▸ 5

To Sandi Ziankoski	From Sheila Smith
Dept./Agency AFBCA	Phone # 315-476-7461 x-3601
Fax # 315-330-3958	Fax # 315-477-4509

NSN 7540-01-317-7368 5099-101 GENERAL SERVICES ADMINISTRATION

cc: 10N2, 181, 181B(YEL)

181B:DMILLER:dam 9/28/99

DEPARTMENT OF VETERANS AFFAIRS
Veterans Health Administration
Washington DC 20420

730 DIV A

SEP 27 1999

In Reply Refer To:

Ms. Joyce K. Frank
Deputy Director
Air Force Base Conversion Agency
1700 N. Moore St., Suite 2300
Arlington, VA 22209-2802

Dear Ms. Frank:

The Secretary of Veterans Affairs recently accepted transfer of 7.489 acres of land, with improvements, at the former Griffiss Air Force Base to the Department of Veterans Affairs. An original signed copy of the acceptance is enclosed for your records.

On behalf of the Department, let me express my appreciation to you and your staff for your efforts in getting this transfer accomplished. Should you or your staff have any questions, please contact Mr. Dean Miller by telephone at (202) 565-4173 or by electronic mail at Dean.A.Miller@hq.med.va.gov.

Sincerely,

Anatolij Kushnir
Director, Asset and Enterprise
Development Service

Enclosure

OPTIONAL FORM 99 (7-90)

FAX TRANSMITTAL # of pages ► 5

To	From
David Altieri	Sandi Zaniboski
Dept./Agency	Phone # 315-330-4273
Fax # 315-477-4931	Fax #

NSN 7540-01-317-7368 5099-101 GENERAL SERVICES ADMINISTRATION

10/15/99 FRI 09:50 FAX 703 696 0185 AFBCA_DA.DC.LD →→ GRIF AFB 001

DEPARTMENT OF THE AIR FORCE
AIR FORCE BASE CONVERSION AGENCY

AUG 11 1998

AFBCA/DR
1700 North Moore Street, Suite 2300
Arlington, VA 22209-2802

The Honorable Togo D. West
Secretary of Veterans Affairs
810 Vermont Avenue
Washington, DC 20420

Dear Mr. West

By your concurrence and acceptance at the bottom of this letter, the Department of the Air Force (AF) transfers and conveys to the Department of Veteran Affairs (VA) right, title and interest to the land and facilities designated as Parcel G on the former Griffiss Air Force Base (AFB), New York, subject to existing easements and rights-of-ways and the terms, conditions, reservations, and restrictions set forth below. Parcel G is identified in the Partial Record of Decision (PROD) for Griffiss AFB, dated June 11, 1996, and your Transfer of Excess Real and Related Personal Property, General Services Administration (GSA) Form 1334 dated October 2, 1996, (Atch 1). In accordance with the Office of Management and Budget's letter of June 26, 1997, (Atch 2), the transfer is approved as a no cost transaction to the VA.

By copy of this letter, we will request that the New York District, Corps of Engineers, transfer the original acquisition documents to you along with an Audited Real Estate Map. Although our records indicated that Parcel G consisted of approximately six (6) acres of land along with Buildings 509 and 510, your survey dated June 23, and 25, 1995, (Atch 3), completed by James E. McBurney, indicates the parcel consists of 7.489 acres of land, more or less. Therefore, we are transferring to you two (2) facilities, Buildings 509 and 510, along with 7.489 acres of land in accordance with your survey.

The AF reserves a right of access to any and all portions of the herein described tract of land for purposes of environmental investigation, remediation or other corrective action. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of transfer of the herein described tract of land, or such access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the AF and its officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable notice to the VA or other authorized occupant of the property) to enter upon the herein described tracts of land and conduct investigations and

surveys, to include drilling, testpitting, boring, data and/or record compilation, and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary under applicable authorities, including, but not limited to, monitoring wells, pumping wells, treatment facilities, and wetland impact mitigation projects.

The Environmental Decision Document (DD) (Atch 4) and Supplemental Environmental Baseline Study (SEBS) (Atch 5) indicates that a possibility exists for the presence of mercury in the plumbing of Building 510. Material Safety Data Sheets (MSDS) for mercury (Atch 6) should be provided to anyone working on the plumbing for Building 510. If plumbing repairs are required in the building, particularly on drain traps and pipe elbows, all proper work practices shall be followed, and protective equipment shall be utilized. All mercury contaminated materials shall be disposed of in accordance with all Federal, State, and local laws and regulations.

Asbestos Containing Material (ACM) is located on the property and is in good condition. It is currently not damaged or deteriorated to the extent that it creates a potential source of airborne fibers. Notice is hereby provided that the VA will be responsible for complying with all applicable Federal, State, and local laws relating to asbestos. Copies of the asbestos sampling results (February 1997) and the asbestos inventory from the Basewide Environmental Study (September 1994) will be made available to VA upon transfer of the property.

Lead-based paint (LBP) might be present in Buildings 509 and 510 since they were constructed prior to the Department of Defense 1978 ban on LBP and materials. VA will be responsible for managing all LBP in compliance with all applicable laws and regulations.

If you have any further questions, please contact Mr. John J. Corradetti, Jr., Program Manager, Division A, at (703) 696-5250.

Sincerely

Joyce K. Frank

JOYCE K. FRANK
Acting Deputy Director

Attachments:
1. GSA Form 1334, dtd October 2, 1996, w/Atch
2. OMB Ltr, dtd June 26, 1997
3. VA Surveys
4. EDD
5. SEBS
6. Mercury MSDS

cc:
New York District, Corps of Engineers w/Atch 3
AFBCA/DA Griffiss w/o Atch

ACCEPTANCE

Custody of and accountability for the property known as Parcel G on the former Griffiss AFB and consisting of 7.489 acres, more or less, and Buildings 509 and 510, is hereby transferred to the Department of Veterans Affairs. Please acknowledge acceptance by signing in the space provided below and returning this letter to the Air Force Base Conversion Agency.

Custody and Accountability Accepted as of:

Date: 9/23/1999

By: _____

Name: Togo D. West, Jr.

Title: Secretary of Veterans Affairs

EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF MANAGEMENT AND BUDGET
WASHINGTON, D.C. 20503

THE DIRECTOR

June 26, 1997

The Honorable Jesse Brown
Secretary
The Department of Veterans Affairs
Washington, D.C. 20420

Dear Secretary Brown:

This letter responds to your request for approval of a no-cost transfer of property at Griffiss Air Force Base, New York to the Department of Veterans Affairs. We have reviewed your proposal and are satisfied that the land use plan and the no-cost transfer will further the VA's essential program objectives and provide a net benefit to the public and the government. We therefore approve your request for the no-cost transfer of the specified parcels of land at Griffiss Air Force Base.

Sincerely,

Franklin D. Raines
Director

GRI-EDC-2000-001-D-16
Parcel F-10A
Oneida County Industrial Development Agency

11.05 Acres

*** DO NOT DETACH ***

Oneida County Clerk's Office

Recording Page

Receipt #:	217296	--------FEES--------	
Instrument #:	2005-005997	Recording and Filing:	137.00
Date:	03/24/2005	Transfer Tax:	0.00
Time:	01:28P	Basic Tax:	0.00
Doc Type:	DEED	Additional Tax:	0.00
1st OR:	UNITED STATES OF AME	Special Tax:	0.00
1st EE:	ONEIDA COUNTY INDUST	Withheld:	0.00
Town:	-	Total:	137.00
Pages:	10		
Serial #:	-	--------MORTGAGE TAX-----	
Employee ID:	NG	Amount Taxed:	0.00
Transfer Tax #:	6069	-------TRANSFER TAX-------	
		Consideration Amount:	0.00
Return Address:	SAUNDERS 185 GENESEE ST UTICA NY		

State of New York
County of Oneida

*** WARNING -

I hereby certify that the within and foregoing was recorded in the Oneida County Clerk's Office, State of New York.

This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Richard D. Allen
County Clerk

****

* *** DO NOT DETACH *** *

****

2005-005997
03/24/2005 01:28PM
Page: 1 of 10

Richard D. Allen, Oneida County Clerk D

RLR:

SAUNDERS, KAHLER,
AMOROSO & LOCKE L.L.P.
ATTORNEYS AT LAW
SUITE 1400
185 GENESEE STREET
UTICA, NY 13501-2194

Att: Terri

NEW YORK QUITCLAIM DEED

I. PARTIES

A. THIS DEED is made and entered into this 23rd day of September, 2004, by and between THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated under it (the "Grantor"), and the ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, an instrumentality and public benefit corporation of the State of New York (the "Grantee").

B. DEFINITIONS

The following terms will have the meaning assigned to each in this Deed, unless the context specifies otherwise:

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601-9675)

"FFA" means the Federal Facility Agreement between USEPA and the Air Force regarding environmental cleanup at Air Force installations on the National Priority List.

"Grantor" and "United States" means Department of the Air Force and any successor entity, and the Secretary of the Air Force, and any successor in office, and the assigns of The United States of America.

"Grantee" means the successors and assigns of the Oneida County Industrial Development Agency

"IRP" means the environmental Installation Restoration Program of the Air Force.

"NYSDEC" means the New York State Department of Environmental Conservation.

"USEPA" means the United States Environmental Protection Agency and its successor entity.

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, THAT in consideration of the sum of TEN DOLLARS ($10.00) and assumption by the Grantee of all the obligations contained in this Deed, and other good and valuable consideration, the Grantor quitclaims to the Grantee, whose post

2005-005997
03/24/2005 01:28PM

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

III. APPURTENANCES

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

IV. EXCEPTIONS

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

V. RESERVATIONS

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

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

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

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

2005-005997
03/24/2005 01:28PM

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

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

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

VI. CONDITION

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

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

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

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

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

VIII. OTHER COVENANTS

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

agrees that in its use and occupancy of the Property, it will monitor the condition of existing ACM and comply with all applicable Federal, State, and local laws relating to asbestos. The Grantee covenants to remove or remediate any ACM that becomes damaged or deteriorated. The Grantee is cautioned to exercise due care during ground disturbance and property development activities that may uncover demolition debris, 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. herein. 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. 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.

C. 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.

D. Ordnance. The risk associated with the possible presence of unexploded ordnance remaining on the Property was investigated by the Grantor and no ammunition-related, ordnance sites were identified as existing within the Property. 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.

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Richard D. Allen, Oneida County Clerk D

IX. LEAD–BASED PAINT (LBP) AND LEAD-BASED PAINT –CONTAINING MATERIALS AND DEBRIS (collectively "LBP")

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 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 the right, in its sole discretion, to undertake an investigation and conduct any remedial action that it determines is necessary.

X. MISCELLANEOUS

A. Each covenant of this Deed 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.

XI. LIST OF EXHIBITS

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

Exhibit A - Property Description
Exhibit B Property Map (Drawing 300-1)

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Richard D. Allen, Oneida County Clerk D

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

THE UNITED STATES OF AMERICA

By: Kathryn M. Halvorson
KATHRYN M. HALVORSON
Acting Director
Air Force Real Property Agency

Witness:
Vincent P. McKeyzie

COMMONWEALTH OF VIRGINIA):
) SS.
COUNTY OF ARLINGTON):

On the 23rd day of September, in the year 2004, before me personally came Kathryn M. Halvorson, to me known, who, being by me duly sworn, did depose and say that she resides at 1700 North Moore Street, in the city of Arlington, county of Arlington, State of Virginia; that she is the Acting Director duly appointed of the Air Force Real Property Agency described in and which executed the above instrument, and that she signed her name thereto by authority of the Secretary of the Air Force.

FILED
2005 MAR 21 AM 11:57
COUNTY CLERK
ONEIDA COUNTY

RECEIVED
MAR 2 1 2005
Rome Assessor's Office

Debbie M Short
Notary Public, Commonwealth of Virginia

My commission expires on April 30, 2007

Richard D. Allen, Oneida County Clerk
2005-005997
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Page: 7 of 10
D

ACCEPTANCE

The Grantee acknowledges delivery of this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE: March 14th, 2004

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Chairman

Attest:

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D
Richard D. Allen, Oneida County Clerk

EXHIBIT A

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York being more particularly bounded and described as follows:

BEGINNING at the intersection of the centerline of Butternut Road with the centerline of Cemetery Road;

thence South 10° 27' 30" East along the last mentioned centerline 348.45 feet to its intersection with the division line between the herein described parcel on the north and the lands of the County of Oneida (reputed owner) on the south;

thence South 89° 01' 58" West along the last mentioned division line 1,863.42 feet to its intersection with the division line between the herein described parcel on the east and the aforementioned lands of the County of Oneida (reputed owner) on the west;

thence North 46° 44' 22" West along the last mentioned division line 210.23 feet to its intersection with the aforementioned centerline of Butternut Road;

thence along said Butternut Road centerline the following two (2) courses and distances:

1. North 83° 01' 42" East, 688.05 feet to a point;
2. North 83° 25' 08" East, 1,278.46 feet to a point to the place of beginning, being 481,500.4± square feet or 11.054 acres, more or less.

The above-described premises are shown on a map entitled "Property Map Showing Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel F10A), City of Rome, County of Oneida, State of New York" made by Michael P. Waters, P.L.S. No. 50027, dated July 28, 2004 and filed in the Oneida County Clerk's Office concurrently herewith.



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Page: 9 of 10
Richard D. Allen, Oneida County Clerk D

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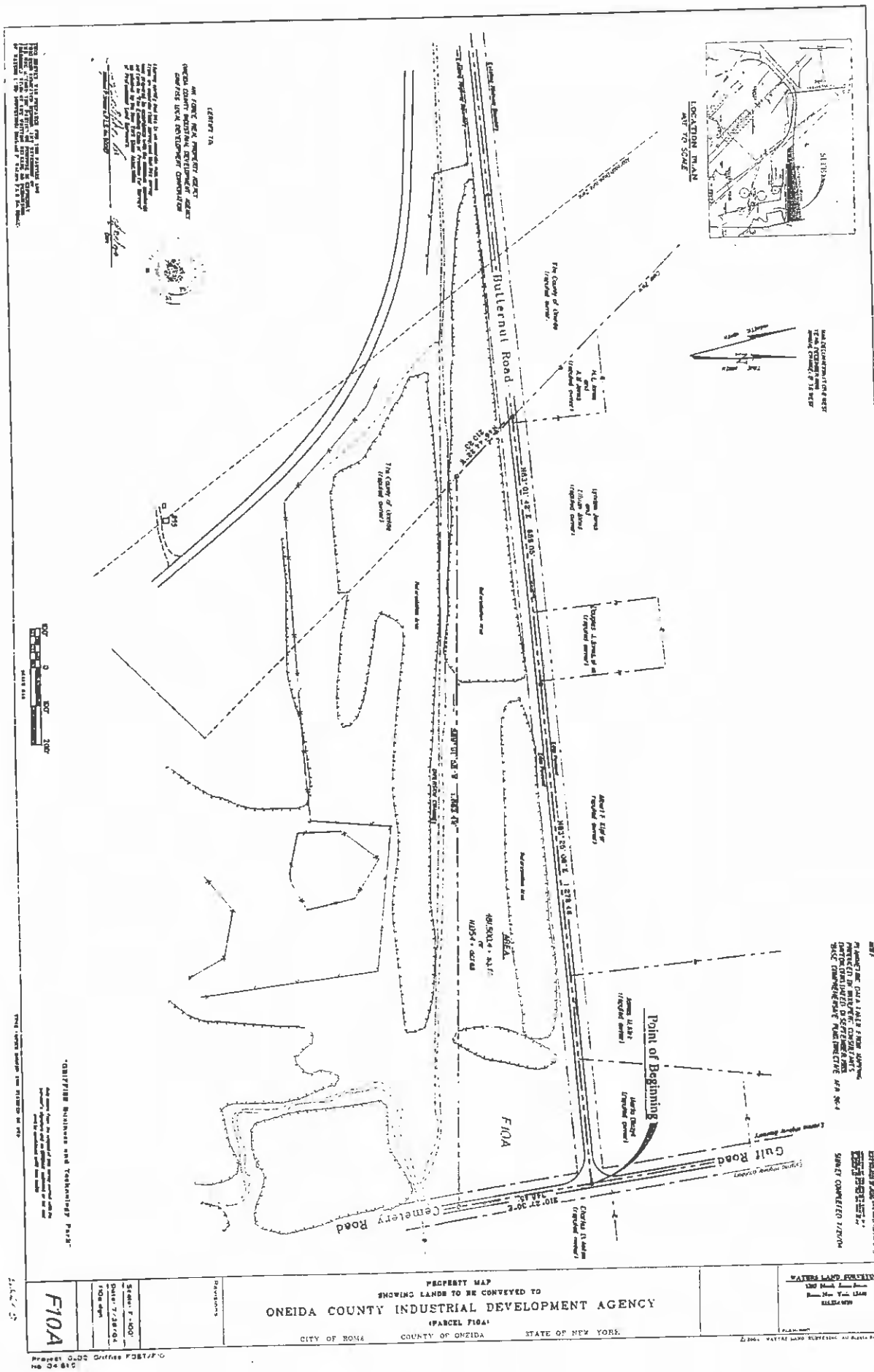

Exhibit B

GRI-EDC-2000-001-D-18
Parcel 10B
Oneida County Industrial Development Agency

281.44 Acres

F10B 747

COPY

NEW YORK QUITCLAIM DEED

I. PARTIES

A. THIS DEED is made and entered into this 8TH day of September, 2005, by and between THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder (the "Grantor"), and ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, an instrumentality and public benefit corporation under the laws of the State of New York (the "Grantee"). (Unless the context otherwise specifically provides, when used in this Deed, "Grantor" includes the assigns of the Grantor and "Air Force" includes any successor entity to the Department of the Air Force or any successor to the Secretary of the Air Force, and "Grantee" includes the successors and assigns of the Grantee.)

B. Definitions.

The following terms will have the meaning assigned to each in this Deed, unless the context specifies otherwise:

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601-9675)

"FFA" means the Federal Facility Agreement between USEPA and the Air Force regarding environmental cleanup at Air Force installations on the National Priority List.

"Grantee" means the successors and assigns of the Oneida County Industrial Development Agency

"Grantor" and "United States" means Department of the Air Force and any successor entity, and the Secretary of the Air Force, and any successor in office, and the assigns of The United States of America.

"IRP" means the environmental Installation Restoration Program of the Air Force.

"NYSDEC" means the New York State Department of Environmental Conservation.

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Richard D. Allen, Oneida County Clerk D

"USEPA" means the United States Environmental Protection Agency and its successor entity.

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, THAT in consideration of the sum of TEN DOLLARS ($10.00), receipt of which is hereby acknowledged, the Grantor hereby quitclaims to the Grantee, whose post office address is 153 Brooks Road, Rome, New York 13441-4105, all the real property situated in the City of Rome, County of Oneida, and State of New York containing a total of approximately 288.63 acres, more or less, as described on **Exhibit A**, and depicted as Parcel F10B on "Property Map Showing Lands To Be Conveyed To Oneida County Industrial Development Agency ", City of Rome, County of Oneida, State of New York (Drawing F10B), prepared by Michael P. Waters, P.L.S. 050027, dated June 30, 2005, (**Exhibit B**) to this Deed.

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).

IV. EXCEPTIONS

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

V. RESERVATIONS

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

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

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

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

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

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

VI. CONDITION

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

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

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

VII. NOTICES AND COVENANTS RELATED TO SECTION 120(h)(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)(i) of CERCLA, the following is notice of hazardous substances on the Property, and a description of remedial action concerning the Property.

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

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

THE UNITED STATES OF AMERICA

By: _____
JEFFREY DOMM
Deputy Director
Air Force Real Property Agency

Witness:

_____

Commonwealth of Virginia :

ss.

County of Arlington :

On the 8th day of September in the year 2005, before me, the undersigned, personally appeared JEFFREY DOMM, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that he made such appearance before the undersigned in the county of Arlington.

_____
Notary Public, Commonwealth of Virginia

My commission expires on My Commission Expires July 31, 2006.

RECEIVED
2005 SEP 30 PM 3:43
CITY CLERK'S OFFICE
ROME, NY

RECEIVED

SEP 30 2005
Rome Assessor's Office

ACCEPTANCE

The Grantee acknowledges delivery of this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE Sept. 30th, 2005

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: Robert R. Calli - Chairman

Attest:

Attorney

EXHIBIT A

PROPERTY DESCRIPTION
(Parcel F10B)

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York as shown on a map entitled "Property Map Showing Lands of to be Conveyed to Oneida County Industrial Development Agency (Parcel F10B), City of Rome, County of Oneida, State of New York"; prepared by Michael P. Waters, P.L.S. No. 50027, and dated June 30, 2005; which said tract, piece or parcel of land is more particularly described as follows:

Beginning at a point on the division line between the herein described parcel on the east and the lands of The County of Oneida (reputed owner) on the west; said point being North 14° 53' 27" West 9,288.86 feet from a capped iron rod found stamped "AFRL-43".

thence through the lands of the United States of America (reputed owner) the following three (3) courses and distances;

1. North 44° 16' 34" East, 800.00 feet to a point;
2. North 65° 56' 46" East, 846.81 feet to a point;
3. North 20° 46' 42" West, 1,187.07 feet to its intersection with the division line between the herein described parcel on the south and the lands of Ellen Webster and Randall Webster (reputed owner) on the north;

thence North 84° 06' 54" East along said division line 997.09 feet to its intersection with the division line between the herein described parcel on the west and the lands of Mary Vergalito (reputed owner) on the east;

thence South 06° 02' 16" East along said division line 517.87 feet to its intersection with the division line between the herein described parcel on the south and the aforementioned lands of Vergalito (reputed owner) on the north;

thence North 83° 55' 03" East along said division line 1,410.52 feet to its intersection with the division line between the herein described parcel on the west and the lands of Ronald Harris and Karin Harris (reputed owner) on the east;

thence South 06° 05' 12" East along said division line and continuing along the division line between the herein described parcel on the west and the lands of Duane Mullen (reputed owner) on the east 2,625.40 feet to its intersection with the division line between the herein described parcel on the south and the aforementioned lands of Mullen (reputed owner) on the north;

thence North 86° 24' 48" East along said division line 924.00 feet to its intersection with the division line between the herein described parcel on the west and the lands of J.T. Roback and J.Y. Roback (reputed owner) on the east;

thence South 03° 35' 04" East along said division line and continuing along the division line between the herein described parcel on the west and the lands of Geraldine Burns (reputed owner) on the east 1,789.99 feet to its intersection with the division line between the herein described parcel on the north and the lands of Thomas Bunal (reputed owner) on the south;

thence North 85° 05' 12" West along said division line 369.93 feet to its intersection with the division line between the herein described parcel on the west and the aforementioned lands Bunal (reputed owner) on the east;

thence South 03° 02' 54" East along said division line 590.22 feet to its intersection with the division line between the herein described parcel on the west and the lands of Marc Gleba and Gregory Gleba (reputed owners) on the east;

thence along said division line and continuing along the division line between the herein described parcel on the west and the lands of Jospeh Wallace and Carol Wallace (reputed owner) the following two (2) courses and distances;

1. South 05° 26' 07" East, 456.97 feet to a point;
2. South 05° 35' 12" East, 247.81 feet to its intersection with the division line between the here in described parcel on the southwest and the aforementioned lands of Wallace (reputed owner) on the northeast;

thence South 47° 29' 31" East along said division line 769.85 feet to its intersection with the division line between the herein described parcel on the northeast and the lands of The County of Oneida (reputed owner) on the southwest;

thence along said division line the following six (6) courses and distances;

1. North 48° 39' 41" West, 700.99 feet to a point;
2. North 49° 12' 39" West, 367.53 feet to a point;
3. North 47° 48' 33" West, 201.31 feet to a point;
4. North 53° 06' 31" West, 607.77 feet to a point;
5. North 53° 35' 07" West, 256.67 feet to a point;
6. North 53° 22' 01" West, 40.80 feet to a point;

thence through the lands of The United States of America (reputed owner) the following three (3) courses and distances;

1. North 42° 50' 42" East, 553.49 feet to a point;
2. North 47° 09' 46" West, 756.00 feet to a point;
3. South 42° 50' 10" West, 598.36 feet to its intersection with the division line between

the herein described parcel on the northeast and the land of The County of Oneida (reputed owner) on the southwest;

thence along said division line the following two (2) courses and distances;

1. thence North 46° 01' 02" West, 1,857.85 feet to a point;
2. thence North 53° 22' 01" West, 60.09 feet to a point;

thence through the lands of The United States of America (reputed owner) the following three (3) courses and distances;

1. North 43° 57' 55" East, 255.63 feet to a point;
2. North 47° 28' 20" West, 570.71 feet to a point;
3. South 43° 55' 04" West, 268.66 feet to its intersection with the division line between the herein described parcel on the northeast and the lands of The County of Oneida (reputed owner) on the southwest;

thence along said division line the following two (2) courses and distances;

1. North 58° 37' 17" West, 284.31 feet to a point;
2. North 45° 43' 27" West, 912.79 feet to the place of beginning being 12,572,759.3± square feet or 288.631 acres, more or less.

EXHIBIT B

Exhibit B consists of a map "Property Map Showing Lands Of To be Conveyed to Oneida County Industrial Development Agency (Parcel F10B), City of Rome, County of Oneida, State of New York, made by Michael P. Waters, P.L.S. #050027, dated June 30, 2005, a reduced size copy of which is attached hereto as Exhibit B-1. A full size copy of the aforesaid map is being filed in the Oneida County Clerk's Office concurrently herewith.

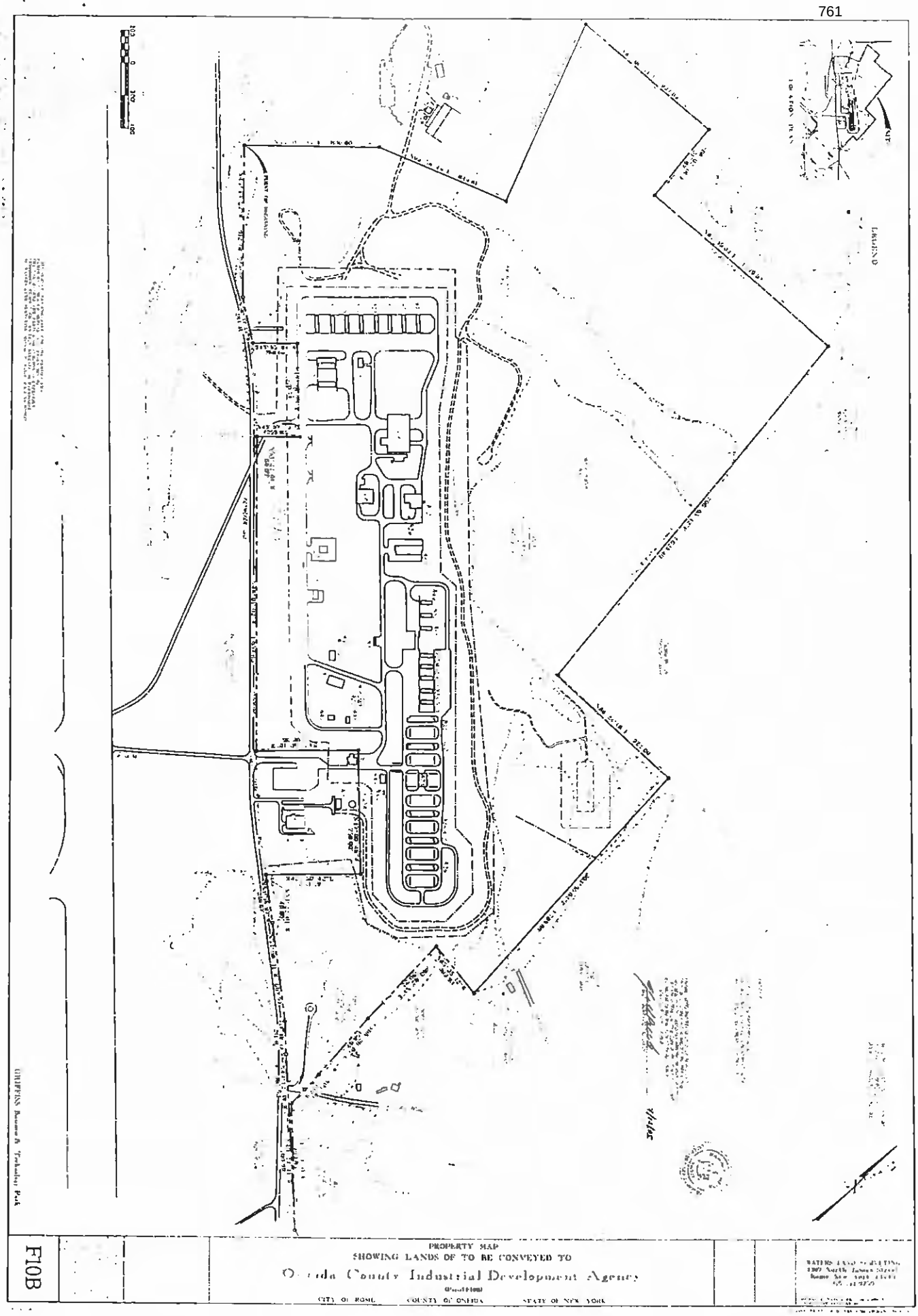
PROPERTY MAP
SHOWING LANDS OF TO BE CONVEYED TO
Oneida County Industrial Development Agency
(CITY OF ROME COUNTY OF ONEIDA STATE OF NEW YORK
F10B

Exhibit B-1

Former Griffiss AFB
FINDING OF SUITABILITY TO TRANSFER
PARCEL F10B
NOTICE OF HAZARDOUS SUBSTANCES STORED

Notice is hereby provided that the information set out below from the Basewide EBS and its Supplement provide notice of hazardous substances and their respective quantities that are known to have been stored for one (1) year or more within Parcel F10B Property, Griffiss Air Force Base, and the dates that the storage took place. The information contained in this notice is required under the authority of regulations promulgated under Section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. § 9620(h).

Building Number	Substance Stored	Regulatory Synonym(s)	CAS Registry Number	Dates Stored	Quantity (kg/year)
813	PCB containing transformers	N/A	N/A	1994	15-20 transformers, weight unknown

EXHIBIT D

Exhibit D consists of an environmental site and restriction map (which includes wetland/special-interest areas) entitled "Parcel F10B, September 2004", made by FPM Group dated September 27, 2004, a reduced size copy of which is annexed hereto as D-1. A full size copy of the aforesaid map is being filed in the Oneida County Clerk's Office concurrently herewith.

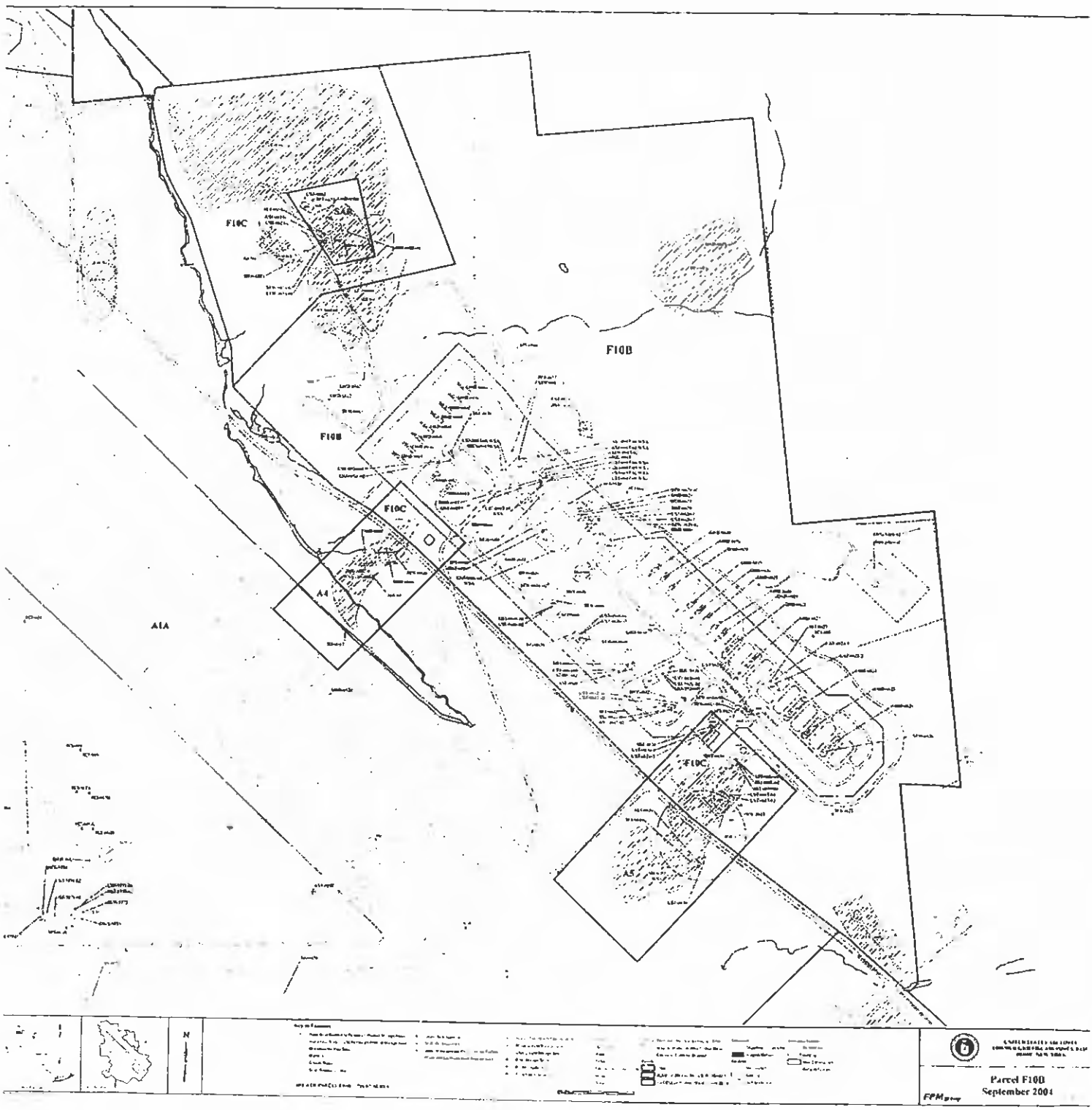
F10C
SAB
F10B
F10B
F10C
A4
A1A
F10C
A5
N
Parcel F10D
September 2004

Exhibit D-1

GRI-PUB-2005-001-D-1
Parcel F-10B
Oneida County Industrial Development Agency

7.19 ACRES

Saunders, Kahler, Amoroso & Locke, L.L.P.

ATTORNEYS AT LAW

JOSEPH E. SAUNDERS
CAMILLE TAURONEY KAHLER*
RAYMOND A. MEIER
MERRITT S. LOCKE
GREGORY J. AMOROSO
PATRICK F. SCULLY
*Also Admitted in Florida

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Suite 1400
185 Genesee Street
Utica, New York 13501-2194
Telephone: (315) 733-0419
Telecopier: (315) 724-8522
E-mail: firm@shskm.com

JAMES H. GILROY, JR., *of Counsel*

October 12, 2005

Mr. Michael McDermott
Site Manager
Air Force Real Property Agency
153 Brooks Road
Rome, New York 13441

RE: Parcel F4C – Parcel A, Parcel F4C – Parcel B and Parcel F10B

Dear Mike:

Enclosed herewith for your records are copies of the recorded Deeds relating to the above-referenced parcels.

Best regards.

Sincerely,

SAUNDERS, KAHLER, AMOROSO
& LOCKE, L.L.P.

By:_____
Joseph E. Saunders

JES/dmg
Enclosures

COPY

NEW YORK QUITCLAIM DEED

I. PARTIES

A. THIS DEED is made and entered into this 8TH day of September, 2005, by and between THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder (the "Grantor"), and ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, an instrumentality and public benefit corporation under the laws of the State of New York (the "Grantee"). (Unless the context otherwise specifically provides, when used in this Deed, "Grantor" includes the assigns of the Grantor and "Air Force" includes any successor entity to the Department of the Air Force or any successor to the Secretary of the Air Force, and "Grantee" includes the successors and assigns of the Grantee.)

B. Definitions.

The following terms will have the meaning assigned to each in this Deed, unless the context specifies otherwise:

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601-9675)

"FFA" means the Federal Facility Agreement between USEPA and the Air Force regarding environmental cleanup at Air Force installations on the National Priority List.

"Grantee" means the successors and assigns of the Oneida County Industrial Development Agency

"Grantor" and "United States" means Department of the Air Force and any successor entity, and the Secretary of the Air Force, and any successor in office, and the assigns of The United States of America.

"IRP" means the environmental Installation Restoration Program of the Air Force.

"NYSDEC" means the New York State Department of Environmental Conservation.

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Page: 1 of 19
Richard D. Allen, Oneida County Clerk D

"USEPA" means the United States Environmental Protection Agency and its successor entity.

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, THAT in consideration of the sum of TEN DOLLARS ($10.00), receipt of which is hereby acknowledged, the Grantor hereby quitclaims to the Grantee, whose post office address is 153 Brooks Road, Rome, New York 13441-4105, all the real property situated in the City of Rome, County of Oneida, and State of New York containing a total of approximately 288.63 acres, more or less, as described on **Exhibit A**, and depicted as Parcel F10B on "Property Map Showing Lands To Be Conveyed To Oneida County Industrial Development Agency ", City of Rome, County of Oneida, State of New York (Drawing F10B), prepared by Michael P. Waters, P.L.S. 050027, dated June 30, 2005, (**Exhibit B**) to this Deed.

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).

IV. EXCEPTIONS

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

V. RESERVATIONS

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

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

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

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

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

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

VI. CONDITION

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

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

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

VII. NOTICES AND COVENANTS RELATED TO SECTION 120(h)(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)(i) of CERCLA, the following is notice of hazardous substances on the Property, and a description of remedial action concerning the Property.

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, divison 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

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

THE UNITED STATES OF AMERICA

By: _____
JEFFREY DOMM
Deputy Director
Air Force Real Property Agency

Witness:

_____

Commonwealth of Virginia :

ss.

County of Arlington :

On the 8th day of September in the year 2005, before me, the undersigned, personally appeared JEFFREY DOMM, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that he made such appearance before the undersigned in the county of Arlington.

_____
Notary Public, Commonwealth of Virginia

My commission expires on My Commission Expires July 31, 2006.

RECEIVED
2005 SEP 30 PM 3:43 RECEIVED
CITY CLERK'S OFFICE SEP 30 2005
ROME, NY
Rome Assessor's Office

ACCEPTANCE

The Grantee acknowledges delivery of this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE Sept. 30th, 2005

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: Robert R. Calli - Chairman

Attest:

Attorney

EXHIBIT A

PROPERTY DESCRIPTION
(Parcel F10B)

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York as shown on a map entitled "Property Map Showing Lands of to be Conveyed to Oneida County Industrial Development Agency (Parcel F10B), City of Rome, County of Oneida, State of New York"; prepared by Michael P. Waters, P.L.S. No. 50027, and dated June 30, 2005; which said tract, piece or parcel of land is more particularly described as follows:

Beginning at a point on the division line between the herein described parcel on the east and the lands of The County of Oneida (reputed owner) on the west; said point being North 14° 53' 27" West 9,288.86 feet from a capped iron rod found stamped "AFRL-43".

thence through the lands of the United States of America (reputed owner) the following three (3) courses and distances;

1. North 44° 16' 34" East, 800.00 feet to a point;
2. North 65° 56' 46" East, 846.81 feet to a point;
3. North 20° 46' 42" West, 1,187.07 feet to its intersection with the division line between the herein described parcel on the south and the lands of Ellen Webster and Randall Webster (reputed owner) on the north;

thence North 84° 06' 54" East along said division line 997.09 feet to its intersection with the division line between the herein described parcel on the west and the lands of Mary Vergalito (reputed owner) on the east;

thence South 06° 02' 16" East along said division line 517.87 feet to its intersection with the division line between the herein described parcel on the south and the aforementioned lands of Vergalito (reputed owner) on the north;

thence North 83° 55' 03" East along said division line 1,410.52 feet to its intersection with the division line between the herein described parcel on the west and the lands of Ronald Harris and Karin Harris (reputed owner) on the east;

thence South 06° 05' 12" East along said division line and continuing along the division line between the herein described parcel on the west and the lands of Duane Mullen (reputed owner) on the east 2,625.40 feet to its intersection with the division line between the herein described parcel on the south and the aforementioned lands of Mullen (reputed owner) on the north;

thence North 86° 24' 48" East along said division line 924.00 feet to its intersection with the division line between the herein described parcel on the west and the lands of J.T. Roback and J.Y. Roback (reputed owner) on the east;

thence South 03° 35' 04" East along said division line and continuing along the division line between the herein described parcel on the west and the lands of Geraldine Burns (reputed owner) on the east 1,789.9[illegible] feet to its intersection with the division line between the herein described parcel on the north and the lands of Thomas Bunal (reputed owner) on the south;

thence North 85° 05' 12" West along said division line 369.93 feet to its intersection with the division line between the herein described parcel on the west and the aforementioned lands Bunal (reputed owner) on the east;

thence South 03° 02' 54" East along said division line 590.22 feet to its intersection with the division line between the herein described parcel on the west and the lands of Marc Gleba and Gregory Gleba (reputed owners) on the east;

thence along said division line and continuing along the division line between the herein described parcel on the west and the lands of Jospeh Wallace and Carol Wallace (reputed owner) the following two (2) courses and distances;

1. South 05° 26' 07" East, 456.97 feet to a point;
2. South 05° 35' 12" East, 247.81 feet to its intersection with the division line between the here in described parcel on the southwest and the aforementioned lands of Wallace (reputed owner) on the northeast;

thence South 47° 29' 31" East along said division line 769.85 feet to its intersection with the division line between the herein described parcel on the northeast and the lands of The County of Oneida (reputed owner) on the southwest;

thence along said division line the following six (6) courses and distances;

1. North 48° 39' 41" West, 700.9[illegible] feet to a point;
2. North 49° 12' 39" West, 367.5[illegible] feet to a point;
3. North 47° 48' 33" West, 201.3[illegible] feet to a point;
4. North 53° 06' 31" West, 607.7[illegible] feet to a point;
5. North 53° 35' 07" West, 256.6[illegible] feet to a point;
6. North 53° 22' 01" West, 40.80 feet to a point;

thence through the lands of The United States of America (reputed owner) the following three (3) courses and distances;

1. North 42° 50' 42" East, 553.49 feet to a point;
2. North 47° 09' 46" West, 756.0[illegible] feet to a point;
3. South 42° 50' 10" West, 598.3[illegible] feet to its intersection with the division line between

the herein described parcel on the northeast and the land of The County of Oneida (reputed owner) on the southwest;

thence along said division line the following two (2) courses and distances;

1. thence North 46° 01' 02" West, 1,857.85 feet to a point;
2. thence North 53° 22' 01" West, 60.09 feet to a point;

thence through the lands of The United States of America (reputed owner) the following three (3) courses and distances;

1. North 43° 57' 55" East, 255.63 feet to a point;
2. North 47° 28' 20" West, 570.71 feet to a point;
3. South 43° 55' 04" West, 268.66 feet to its intersection with the division line between the herein described parcel on the northeast and the lands of The County of Oneida (reputed owner) on the southwest;

thence along said division line the following two (2) courses and distances;

1. North 58° 37' 17" West, 284.31 feet to a point;
2. North 45° 43' 27" West, 912.79 feet to the place of beginning being 12,572,759.3± square feet or 288.631 acres, more or less.

EXHIBIT B

Exhibit B consists of a map "Property Map Showing Lands Of To be Conveyed to Oneida County Industrial Development Agency (Parcel F10B), City of Rome, County of Oneida, State of New York, made by Michael P. Waters, P.L.S. #050027, dated June 30, 2005, a reduced size copy of which is attached hereto as Exhibit B-1. A full size copy of the aforesaid map is being filed in the Oneida County Clerk's Office concurrently herewith.

LOCATION PLAN
LEGEND
PROPERTY MAP
SHOWING LANDS OF TO BE CONVEYED TO
Oneida County Industrial Development Agency
CITY OF ONEIDA
COUNTY OF ONEIDA
STATE OF NEW YORK
F10B

Exhibit B-1

Former Griffiss AFB
FINDING OF SUITABILITY TO TRANSFER
PARCEL F10B
NOTICE OF HAZARDOUS SUBSTANCES STORED

Notice is hereby provided that the information set out below from the Basewide EBS and its Supplement provide notice of hazardous substances and their respective quantities that are known to have been stored for one (1) year or more within Parcel F10B Property, Griffiss Air Force Base, and the dates that the storage took place. The information contained in this notice is required under the authority of regulations promulgated under Section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. § 9620(h).

Building Number	Substance Stored	Regulatory Synonym(s)	CAS Registry Number	Dates Stored	Quantity (kg/year)
813	PCB containing transformers	N A	N/A	1994	15-20 transformers, weight unknown

EXHIBIT D

Exhibit D consists of an environmental site and restriction map (which includes wetland/special-interest areas) entitled "Parcel F10B, September 2004", made by FPM Group dated September 27, 2004, a reduced size copy of which is annexed hereto as D-1. A full size copy of the aforesaid map is being filed in the Oneida County Clerk's Office concurrently herewith.


F10C
SAR
F10B
F10B
F10C
A4
A1A
F10C
A5
N
Parcel F10B
September 2004
FPM Group

Exhibit D-1

GRI-EDC-2000-001-D-24
Parcel F10C
Oneida County Industrial Development Agency

52.80 Acres

GRI-EDC-2000-001-D-24
Parcel F10C 786
52.80 Acres

ONEIDA COUNTY – STATE OF NEW YORK
SANDRA J. DEPERNO COUNTY CLERK
800 PARK AVENUE, UTICA, NEW YORK 13501

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

RECEIPT NO. : 2011418965

Clerk: MJB
Instr #: 2011-014461
Rec Date: 09/30/2011 12:15:06 PM
Doc Grp: RP
Descrip: DEED
Num Pgs: 24

Party1: UNITED STATES OF AMERICA
Party2: ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGE
Town: ROME

Recording:

Cover Page	20.00
Number of Pages	120.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
RP5217 Residential/Agricu	116.00
RP5217 - County	4.50
RP5217 - County Clerk	4.50
Sub Total:	290.00
Transfer Tax	
Transfer Tax	0.00
Sub Total:	0.00
Total:	290.00

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

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

Transfer Tax# : 965

Consideration: 0.00
Transfer Tax: 0.00

Record and Return To:

AFRPA/RETB
2261 HUGHES AVE STE 121
LAKLAND AFB, TX 78236-9821

WARNING***
I hereby certify that the within and foregoing was recorded in the Oneida County Clerk's Office, State of New York. This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Sandra J. DePerno
Oneida County Clerk

After Recordation Please Send A Copy of Recorded Deed TO:
AFRPA/RETB
2261 Hughes Avenue, Ste 121
Lackland AFB, TX 78236-9821

2011418965 Clerk MJB

2011-014461
09/30/2011 12:15:06 PM
DEED
24 Pages
Sandra J. DePerno, Oneida County Clerk

QUITCLAIM DEED

I. PARTIES

THIS DEED is made and entered into this 27th day of July, 2011, by and between **THE UNITED STATES OF AMERICA** (the "Grantor" or "Air Force"), acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder, and the **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, an instrumentality and public benefit corporation created under the laws of the State of New York (the "Grantee"). Unless the context otherwise specifically states, when used in this Deed, "Grantor" includes the assigns of the Grantor and "Grantee" includes the successors and assigns of the Grantee.

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) in hand paid by the Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, has remised, released, and deeded, and by these presents does remise, release, and quitclaim unto the Grantee, whose post office address is 584 Phoenix Drive Rome, NY 13441, all the right, title, interest, claim, and demand that the Grantor has in and to the real property, situated, lying, and being in the City of Rome, County of Oneida, and State of New York, Parcel F10C consisting of approximately 50.315 acres of land, more or less, more particularly described in the legal description attached hereto and made a part hereof as **Exhibit A**, and depicted on the map attached hereto and made a part hereof as **Exhibit B**.

III. APPURTENANCES

TOGETHER WITH all the buildings and improvements erected thereon, except for monitoring wells, treatment wells, and treatment facilities and related piping, if any, 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.

IV. EXCEPTIONS

None

V. RESERVATIONS

None, except as shown in Section VII below.

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, whether express or implied, on the part of the Grantor, or otherwise provided for by law or in equity, regarding such condition and state of repair (other than that contained in Sections VII and VIII of this 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 or this Deed.

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

A. **Property Covered by Notice, Description, Access Rights, and Covenants Made Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A))**

1. For the Property, the Grantor provides the following notice, description, and covenants and retains the following access rights:

a. Notices Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)):

Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of as defined in Section 120(h) is provided at **Exhibit C**, attached hereto and made a part hereof.

b. Description of Remedial Action Taken, if Any, Pursuant to Section 120(h)(3)(A)(i)(III) of Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)):

Pursuant to section 120(h)(3)(A)(i)(III), a Description of Remedial Action Taken is provided at **Exhibit D**, attached hereto and made a part hereof.

c. Covenant Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C.§9610(h)(3)(A)(ii) and (B)):

Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B), the United States warrants that;

1) all remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to Section 120(h)(3)(A)(i)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 remaining on the Property has been taken before the date of this Deed, and

2) any additional remedial action found to be necessary after the date of this Deed shall be conducted by the United States.

d. Access Rights Pursuant to Section 120(h)(3)(A)(iii of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii)):

1) The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which an environmental response or corrective action is found to be necessary on the part of the United States, without regard to whether such environmental response or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the Grantee and its successors and assigns and shall run with the land.

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.

B. 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 ordnance related material on the Property, the Grantee shall immediately cease the work and notify the Grantor whereupon the Grantor promptly shall remove and properly dispose of any such ordnance or ordnance-related material.

C. 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 Air Force promptly of any potentially friable ACM that constitutes a release (or potential release) under the federal Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601, et seq). 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 this paragraph. 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.

D. 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.

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 Air Force promptly of any discovery of LBP in soils that appears to

be the result of Air Force activities and that is found at concentrations that may require remediation. The USAF hereby reserves the right, in its sole discretion, to undertake an investigation and conduct any remedial action that it determines is necessary.

E. Septic Tanks (SPT) (Wastewater). Grantee is notified that there was one septic tank that serviced the restroom in Building 853 (demolished) and an abandoned septic tank system associated with Building 854, as depicted on the map attached hereto and made a part hereof as **Exhibit E**. The Grantee agrees to accept responsibility for complying with all applicable Federal, State, and local laws relating to the use of these septic tanks and agrees to assume liability for any leaks associated with these septic tanks after the date of transfer as a condition of receiving these septic tanks in lieu of their removal.

F. Drinking Water Quality (Potable Water). Grantee is notified that drinking and non-potable water are not available on the Property. All water lines, that previously serviced the Property, have been abandoned.

G. Wetlands. There are classified New York State Department of Environmental Conservation (NYSDEC) and/or US Army Corps of Engineers (COE) designated wetlands located on the Property as depicted on the map attached hereto and made a part hereof as **Exhibit E**. To the extent required by applicable laws, rules or regulations, the Grantee agrees to coordinate with the NYSDEC Division of Environmental Permits prior to accomplishing any work within the wetlands area and acknowledges that any property development affecting the wetlands is subject to Section 404 of the Clean Water Act and any State provisions to the extent that Section 404 of the Clean Water Act and such state provisions are applicable.

H. Hazards to Air Operations: Prior to commencing any construction on, or alteration of, the Property, the Grantee covenants to comply with 14 C.F.R. pt 77 entitled "Objectives Affecting Navigable Airspace," under the Authority of the Federal Aviation Act of 1958, as amended.

I. Non-Discrimination. The Grantee covenants not to discriminate on 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.

J. State Access to Property. The right of access reserved to the United States in Section VIIA.1.d above may be exercised by agencies of the United States, including their respective officers, agents, employees, contractors and subcontractors. This same right of access is also hereby non-exclusively assigned to the New York Department of Environmental Conservation (NYDEC), United States Environmental Protection Agency (USEPA) and their respective officers, agents, employees, contractors and subcontractors. Further notice is hereby given that the USEPA, the Air Force, and NYDEC have entered into a Federal Facility Agreement (FFA) and that, pursuant to the FFA, the Air Force has a continuing duty to, and will

extend to the State, as necessary, the right to use the access reserved in Section VII.A.1.d. above. This right of access is for purpose, either on the property or on adjoining lands, consistent with the Installation Restoration Program of the Grantor.

IX: MISCELLANEOUS

Except for any personal covenant, each covenant of this Deed, including any that benefits a third party, shall inure to the benefit of the Grantor and such third party; shall be binding upon the Grantee; shall be deemed to touch and concern the land; and shall run with the land.

Exhibits:

Exhibit A	Parcel F10C Legal Description
Exhibit B	Parcel F10C Map
Exhibit C	Notice of Hazardous Substances Released/Disposed
Exhibit D	Description of Remedial Action Taken
Exhibit E	Map of Environmental Areas

Remainder of Page Intentionally Blank

WITNESS the execution hereof 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: _____
STEPHEN G. TERMAATH, GS-15, DAF
Chief, BRAC Program Mgt Division
Air Force Real Property Agency

Witnesses:

_____

_____

KARIN M. RITZMAN NOTARY PUBLIC STATE OF TEXAS EXPIRES 09-08-2012

STATE OF TEXAS)

COUNTY OF BEXAR)

This document was acknowledged before me this 27th day of July, 2011 by Stephen G. TerMaath, Chief, BRAC Program Management Division.

_____
Notary Public, State of Texas
My Commission Expires: 09.08.2012

(seal)

RECEIVED
SEP 29 2011
Rome Assessor's Office

RECEIVED
2011 SEP 29 AM 11:21
CITY CLERK'S OFFICE
ROME, NY

ACCEPTANCE

The Grantee hereby accepts this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

ONEIDA COUNTRY INDUSTRIAL DEVELOPMENT AGENCY

DAVID C. GROW
Chairman

WITNESSES:

Witness

Witness

STATE OF NEW YORK)

COUNTY OF ONEIDA)

This document was acknowledged before me on the 29th day of Sept. 2011, by David C Grow of Oneida County, NY

Seal

Notary Public, State of New York
My Commission Expires 8/1/2014

LAURA S. RUBERTO
Notary Public, State of New York
Appointed in Oneida County
Commission Expires Aug. 1, 2014

01RU5031396

EXHIBIT A

Legal Description of Parcel F10C

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York shown on a map entitled "Map Showing Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel F10C), City of Rome, County of Oneida, State of New York", made by Michael P. Waters, P.L.S. No. 50027, and dated June 20, 2011; which said tract, piece or parcel of land is more particularly bounded and described as follows:

Beginning at the intersection of the division line between the herein described parcel on the north and the lands of Oneida County Industrial Development Agency (reputed owner) on the south with the division line between the herein described parcel on the east and the lands of The County of Oneida (reputed owner) on the west; said point being located North 14° 53' 27" West 9,288.86 feet from a capped iron rod found stamped "AFRL-44";

thence along the last mentioned division line the following six (6) courses and distances:

1. North 02° 38' 57" West, 250.48 feet to a point;
2. North 18° 21' 46" West, 872.96 feet to a point ;
3. North 29° 46' 10" West, 205.65 feet to a point;
4. North 26° 32' 40" West, 146.23 feet to a point ;
5. North 12° 31' 46" West, 360.85 feet to a point ;
6. North 07° 54' 24" West, 138.12 feet to its intersection with the division line between the herein described parcel on the south and the lands of David H. White (reputed owner) on the north;

thence North 84° 06' 54" East along said division line 1,469.73 feet to its intersection with the division line between the herein described parcel on the west and the lands of CMM Associates, Inc. (reputed owner) on the east;

thence South 20° 46' 42" East along said division line 1,187.07 feet to its intersection with the division line first mentioned above;

thence along said division line first mentioned above the following two (2) courses and distances:

1. South 65° 56' 46" West 846.81 feet;
2. South 44° 16' 34" West 800.00 feet to the place of beginning, being 2,191,706.3 ± sq. ft. or 50.315 acres, more or less.

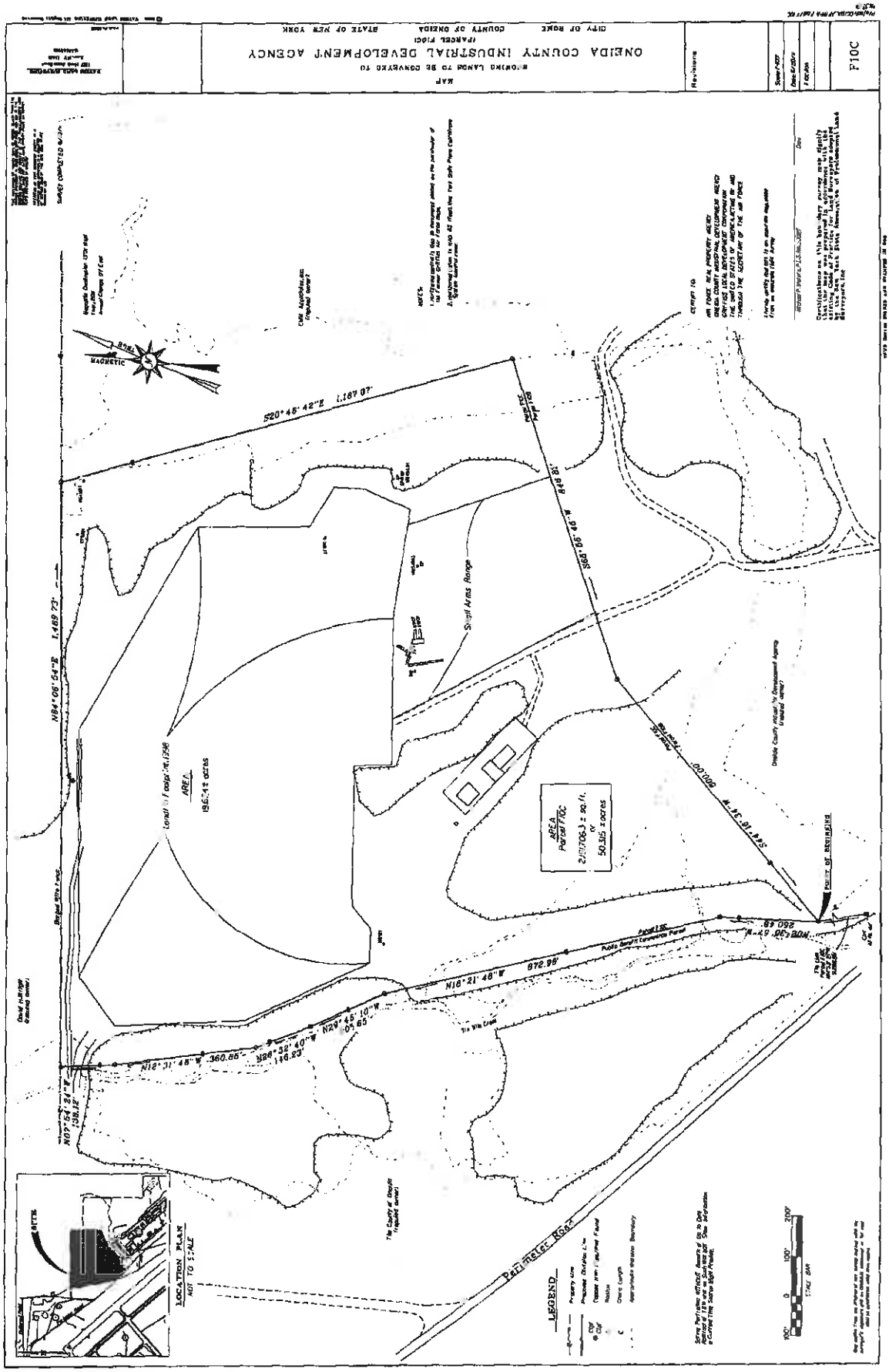

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
F10C
LEGEND
Point of Beginning
Point of Commencement
Perimeter Road
Sleight Arms Range
AREA
Parcel F10C
2,917,706.3 ± sq. ft.
or
50.35 ± acres
S20°46'42"E 1,167.07'
N84°06'54"E 1,469.73'
S89°59'59"E 848.81'
S00°00'00"W 1,787.58'
N16°21'48"W 872.98'
N29°45'10"W 105.65'
N26°32'40"W 116.83'
N16°21'48"W 360.85'
N09°54'24"W 139.12'
N89°38'41"W 260.68'
LOCATION PLAN
NOT TO SCALE
SITE
MAGNETIC

Exhibit 3

Former Griffiss AFB
FINDING OF SUITABILITY TO TRANSFER
PARCEL F10C

NOTICE OF HAZARDOUS SUBSTANCES RELEASED/DISPOSED OF

Notice is hereby provided that the information set out below from the Basewide EBS and its Supplement provides notice of hazardous substances that are known to have been released or disposed of on the property. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or "Superfund") 42 U.S.C. section 9620(h).

LF-01, Landfill 1 Remedial Action has been completed in accordance with the June 5, 2000 Record of Decision and the September 18, 2009 Record of Decision Amendment. The Remedial Action included an impermeable cover installed in accordance with 6 New York Code, Rules, and Regulations (NYCRR), Part 360, landfill closure regulations, dated November 26, 1996 and the installation of a gas-venting system. Operation and maintenance along with groundwater monitoring is ongoing. The levels of contamination in the groundwater have not yet reduced to the New York State Groundwater Standards.
The quantity of the releases are unknown, therefore, the substances listed are based on environmental sampling data.
The dates of the releases are from 1960 to 1973.

Substance	CAS Registry Number	Hazardous Waste ID Number (if applicable)
VOCs		
1,4-Dichlorobenzene	106-46-7	U072
Benzene	71-43-2	U019
Chlorobenzene	108-90-7	U037
Ethylbenzene	100-41-4	N/A
Xylenes	1330-20-7	U239
SVOCs		
Benzo[a]anthracene	56-55-3	U018
Dibenzo[a,h]anthracene	53-70-3	U063
Pesticides / PCBs		
Aldrin	309-00-2	P004
Endrin	72-20-8	P051
Lindane	58-89-9	U129
Aroclor 1242	53469-21-9	
Hexachlorobenzene	118-74-1	U127
Silvex (2,4,5-TP)	93-72-1	F027
p, p DDE	72-55-9	

EXHIBIT C(1)

LF-01, Landfill 1 Continued		
Substance	**CAS Registry Number**	**Hazardous Waste ID Number (if applicable)**
p, p DDT	50-29-3	U061
Dieldrin	60-57-1	P037
Metals		
Antimony	7440-36-0	none
Beryllium	7440-41-7	P015
Cadmium	7440-43-9	none
Chromium	7440-47-3	none
Copper	7440-50-8	none
Nickel	7440-02-0	none
Zinc	7440-66-6	none

QT-61, Small Arms Range: In 1998 and 1999, a total of 11,800 tons of lead contaminated soil was removed from the site. Additional soil excavation occurred in 2002, at that time a total 10,325 cubic yards of material was removed. The Final No Further Action Record of Decision was executed by USEPA on September 27, 2007.
All present levels are below residential standards.
The dates of the releases are from 1961 to 1993.

Substance	**CAS Registry Number**	**Hazardous Waste ID Number (if applicable)**
Metals		
Antimony	7440-36-0	none
Copper	7440-50-8	none
Lead	7439-92-1	none

SS-45 (AOI 90) Industrial Soils Pad- Soil and groundwater sampling was conducted in 1997 and 1998 as part of the AOI expanded site investigation. Additional soil sampling was performed in 2000. A limited removal action was performed in 2000 and is documented in the June 2001 Final Removal Action Report for Drywell and Miscellaneous Sites Removal Project.
The quantity of the releases are unknown, therefore, the substances listed are based on environmental sampling data.
The dates of the releases are from 1987 to 1993.
All present levels are below residential standards.

Substance	**CAS Registry Number**	**Hazardous Waste ID Number (if applicable)**
SVOCs		
Acenaphthene	208-96-8	none
Anthracene	120-12-7	none
Benzo[a]anthracene	56-55-3	U018
Benzo(b)fluoranthene	205-99-2	none
Benzo(k)fluoranthene	207-08-9	none

EXHIBIT C (2)

SS-45 (AOI 90) Industrial Soils Pad - Continued		
Substance	**CAS Registry Number**	**Hazardous Waste ID Number** (if applicable)
Chrysene	218-01-9	U050
Dibenzo[a,h]anthracene	53-70-3	U063
Fluoranthene	206-44-0	U120
Fluorene	206-44-0	U120
Indeno(1,2,3-cd)pyrene	193-39-5	U137
Naphthalene	91-20-3	U165
Phenanthrene	85-01-8	none
Pyrene	129-00-0	none
Metals		
Antimony	7440-36-0	n/a
Cadmium	7440-43-9	n/a
Chromium	7440-47-3	n/a
Copper	7440-50-8	n/a
Mercury-solid	7439-97-6	U151
Nickel	7440-02-0	n/a
Silver	7440-22-4	none
Thallium	7440-28-0	none
Zinc	7440-66-6	none
Lead	7439-92-1	none
PCBs		
PCB-1260	11096-82-5	none

EXHIBIT C(3)

DESCRIPTION OF REMEDIAL ACTION TAKEN

AOC/IRP Site ID	Site Class	Site Name
LF-01	AOC	Landfill 1
OT-61	IRP	Small Arms Range
LF-49A	IRP	Hardfill Area
LF-49B	IRP	Hardfill Area
SS-45 (AOI 90)	AOI	Industrial Soils Pad (Pole Barn)

LF-01, Landfill 1

LF-01, Landfill 1, is an Area of Concern (AOC) consisting of a 22 acre inactive unlined landfill located northwest of the Property in the northern portion of the base, just north of the Small Arms Range. This site was operated as the base landfill from 1960 to 1973. The Air Force recommended in its Draft Final RI report dated December 1996 that a Feasibility Study (FS) be performed to evaluate potential remedial actions required to mitigate chemicals of concern in the groundwater and soil. Based upon discussions and agreements with the regulators, a presumptive remedy Record of Decision (ROD) was signed on June 5, 2000. The ROD required the installation of an impermeable cover in accordance with 6 New York Code, Rules, and Regulations (NYCRR), Part 360, landfill closure regulations, dated November 26, 1996, installation of a gas-venting system, and installation of a groundwater/leachate collection/treatment system. The ROD required the groundwater/leachate to be collected in a trench and then pumped to a treatment facility. Long-term monitoring commenced in December 2003. The cap installation was completed in August 2004 and the associated Landfill 1 Cover Improvements Engineer's Certification Report was provided to the regulators in February 2005.

After installation of the groundwater/leachate collection trench a pump test was conducted. In February 2004. Based on the analytical pump test data, the Air Force recommended deletion of the groundwater treatment system. USEPA, in March 2004, advised that additional data was necessary in order to support the recommendation. After the completion of the remedial action, performance testing of the leachate collection system was conducted to evaluate the necessity of the system. Analysis of the data indicated that the levels of contaminants of concern at the site have decreaed to below the regulatory standards. A ROD Amendment eliminating the requirement for the collection and treatment of groundwater/leachate at the landfill toe was issued after completing the Proposed Plan public comment period (Steptember 25, 2008 to October 25, 2008) and the Proposed Plan public meeting (October 8, 2008). The ROD Amendment was signed on September 18, 2009 by the Air Force and on September 25, 2009 by the USEPA with concurrence from the NYSDEC. The Final Report on Implementation of Remedial actions at Landfill 1 AOC was accepted by USEPA on March 17, 2010.

OT-61, Small Arms Range

OT-61, Small Arms Range, is located in the central portion of the Property. The SAR was constructed in 1961 and used by the Air Force as a small arms shooting range. Since 1996, the

property has been used on a minimal basis by the Oneida Nation Police for the same purposes. The property consists of several buildings and a 50-yard berm. The site originally contained a 100 yard berm before the 50 yard berm was created in the early 2980s (100 yard berm area is studied under the Hardfill 49A site). Soil sampling was performed at the site in 1996. Lead contamination was reported in the samples. In 1998 and 1999, a total of 11,800 tons of lead contaminated soil was removed from the SAR. Confirmatory sampling reported no lead exceedances of soil background levels and the site was restored in 1999. Additional soil excavation occurred in 2002, at this time a total 10,325 cubic yards of material was removed from the former 100-yard berm area (Hardfill 49A). Long Term Monitoring (LTM) of groundwater was conducted at the site in 1999,2001, and 2003. No lead exceedances (total or dissolved) were reported in any groundwater sample collected at the SAR. The Final No Further Action Record of Decision was executed by USEPA on September 27, 2007.

LF-49A, Hardfill Area

LF-49A, Hardfill Area, is located east of Buildings 738, 854, and 6025 and southeast of Buildings 853 and 6028. The hardfill site is approximately 3 acres. The beginning date of use is unknown. In the past, building debris, including empty drums, was disposed at this site. Initial samples taken from several test pits and soil borings throughout the site. Groundwater sampling was conducted at the site in 1996, 1999, 2000, 2001, and 2003, however the concentration was below the NYS Groundwater Standards. In 2002, soil excavation was performed at the site to remediate lead contamination. A total of 10,325 cubic yards of material (including hardfill) was removed. Confirmatory soil sampling indicated lead concentrations were below the preliminary remediation goals. A closure report summarizing the closure activities performed at the SAR and Hardfill 49A was finalized in August 2003.

The Grantee will be modified that construction debris is present at this IRP site, as shown on the environmental map attached at Exhibit I. The Grantee will covenant to handle construction debris in accordance with all applicable regulations if relocation is required.

LF-49B, Hardfill Area

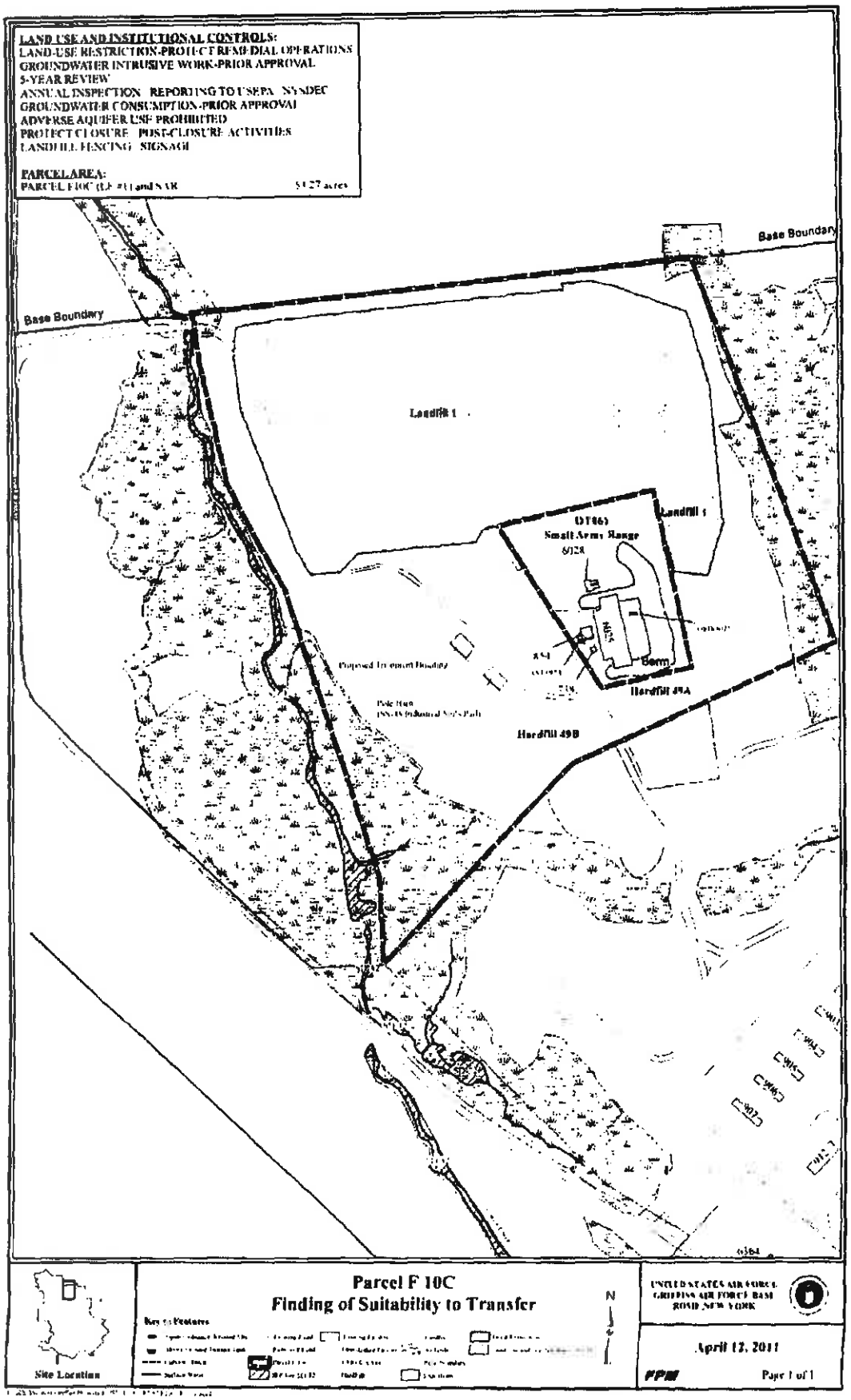
LF-49B, Hardfill Area, is an IRP site consisting of a 2.0 acre hardfill area located just south of the Small Arms Range. An earth cap was installed over the hardfill in 1998. The 1998 activities included soil and groundwater sampling followed by the installation of an earth cap over the hardfill. Initial site investigations were performed in 1994. VOCs, SVOCs, and metals were detected in soil samples taken from several test pits and soil borings throughout the site. Groundwater sampling in 1996, 1999, 2000, 2001 and 2003 reported metals and SVOC detections. None of the detection in 2001 through 2003 had exceedances. A closure report was forwarded to the NYSDEC Solid Waste Section and concurrence and final closure was received on July 8, 2003.

The Grantee will be notified that construction debris is present at this IRP site, as shown on the environmental map attached at Exhibit 1. The Grantee will covenant to handle construction debris in accordance with all applicable regulations if relocation is required.

SS-45 (AOI 90) Industrial Soils Pad

SS45 (AOI 90) Industrial Soils Pad is located west of Building 738, 854, and 6015 and southwest of Buildings 853 and 6028. This three walled pole barn was used to store contaminated soils and began operations in 1987. Soils contaminated with spilled materials, including petroleum and solvents, were piled on plastic sheets and covered with the same until proper disposal was arranged. Investigations were performed under the Base-Wide AOI environmental program as AOI 90. Soil and groundwater sampling was conducted in 1997 and 1998 as part of the AOI expanded site investigation. Additional soil sampling was performed in 2000. A limited removal action was performed in 2000 and is documented in the June 2001 Final Removal Action Report for Drywell and Miscellaneous Sites Removal Project. The site has been classified as No Further Action and has received regulatory concurrence.

All of the other AOIs on the Property were classified as No Further Study or Covered Under Other Programs during the AOI investigations. Regulatory concurrence has been provided.


LAND USE AND INSTITUTIONAL CONTROLS:
LAND-USE RESTRICTION-PROTECT REMEDIAL OPERATIONS
GROUNDWATER INTRUSIVE WORK-PRIOR APPROVAL
5-YEAR REVIEW
ANNUAL INSPECTION REPORTING TO USEPA NYSDEC
GROUNDWATER CONSUMPTION-PRIOR APPROVAL
ADVERSE AQUIFER USE PROHIBITED
PROTECT CLOSURE POST-CLOSURE ACTIVITIES
LANDFILL FENCING SIGNAGE
PARCEL AREA:
Base Boundary
Base Boundary
Landfill 1
Landfill 1
Small Arms Range
6028
Berm
Hardfill 49A
Hardfill 49B
Parcel F 10C
Finding of Suitability to Transfer
Site Location
N
UNITED STATES AIR FORCE
GRIFFISS AIR FORCE BASE
ROME, NEW YORK
April 12, 2011
Page 1 of 1

GRI-EDC-2000-001-D-10
Parcels F-11A & C
Oneida County Industrial Development Agency

156.80 Acres

QUITCLAIM DEED

COPY

I. PARTIES

THIS QUITCLAIM DEED is made and entered into this 10th day of September, 2002, by and between THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder (the "Grantor"), and ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY ("OCIDA"), an instrumentality and public benefit corporation of the State of New York (the "Grantee"). (Except as may be specified by the context, when used in this Deed "Grantor" shall include the assigns of the Grantor, "Grantee" shall include the successors and assigns of the Grantee, and "Air Force" shall include any successor entity or any successor to the Secretary of the Air Force.)

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, THAT in consideration of the sum of TEN DOLLARS ($10.00), receipt of which is hereby acknowledged, the Grantor whose street address is in care of the Air Force Base Conversion Agency, 1700 North Moore Street, Suite 2300, Arlington Virginia 22209-2802, hereby quitclaims to the Grantee, whose post office address is 153 Brooks Road, Rome, New York 13441-4105, all the real property situated in the City of Rome, County of Oneida, and State of New York, more specifically described as follows and depicted on Exhibit A-1:

> All that tract, piece, or parcel of land depicted on a map entitled "Property Map Showing a portion of Lands to be conveyed to the Oneida County Industrial Development Agency (Parcel F11A&C), City of Rome, County of Oneida State of New York" prepared by Michael P. Waters, P.L.S. No. 50027, and dated January 6, 2002, and revised October, 2002 such parcel being more particularly described as Parcel F11 A & C on Exhibit A-3.

MAP Roll 1235

III. APPURTENANCES

TOGETHER WITH all the buildings and improvements erected thereon, except monitoring wells, pumping 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).

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.

2003-001611
01/22/2003 02:54PM
Page: 1 of 13
Richard D. Allen, Oneida County Clerk D

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CLERK'S OFFICE
ROME, N.Y.

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DEC 23 2002
Rome Assessor's Office

IV. EXCEPTIONS

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

V. RESERVATIONS

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

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

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

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

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

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

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

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

VI. CONDITIONS

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

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

VII. COVENANTS

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

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

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

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.

D. Grantor Covenant. In accordance with section 120(h)(4) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)), the Grantor covenants and warrants that 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 in which a 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.

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. In performing any ground-disturbing activity on the Property, the Grantee will use its best efforts to identify ordnance or ordnance-related material, and, upon discovery of any such ordnance and ordnance-related materials, the Grantee covenants to immediately cease work and notify the Air Force.

F. Special Covenants

1. NOTICE ONLY: There are two (2) Area of Interest (AOI) sites located within the Property known as Southeast Skyline Housing. AOI7 is a probable landfill and former firing range and AOI 425 contains evenly spaced pits/structures. The Grantor has evaluated the risks associated with these sites and has determined that they can be used.

2. Portions of the Property within the wooded area of Three-Mile Creek contain "special-interest" natural areas, as noted on Exhibit A-2. The Three-Mile Creek woods contain several acres of a hemlock-hardwood swamp and a small remnant of pitch pine-scarlet oaks. The Grantee covenants to coordinate any work within the special interest areas with NYSDEC, Division of Environmental Permits.

3. NYSDEC and/or the United States Army Corps of Engineers have/has classified certain areas on the Property (in Parcel 11A/C), as well as adjacent to these parcels, as designated wetlands. Exhibit A-2 depicts the location and extent of the wetlands as "WL." The Grantee covenants to coordinate any work within the wetlands with NYSDEC, Division of Environmental Permits. Any development within this portion of the Property (Parcel F11A/C) will be subject to section 404 of the Clean Water Act amendment to the Federal Water Pollution Control Act (33 U.S.C. § 1344) and any state provisions.

G. 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 environmental 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 shall, within forty-five (45) business days from receipt of such an instrument, 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 which includes the recording data. The expense of document preparation and recording will be borne by the Grantee.

IX. MISCELLANEOUS

Each covenant of this Deed shall be deemed to touch and concern the land and shall run with the land and any violation of any covenant may be enforced by the Air Force and NYSDEC at law or in equity, or both, even if the Grantor is no longer in the chain of title to the Property or any portion of it.

X. LIST OF EXHIBITS

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

Exhibit A-1 Survey Map
Exhibit A-2 Environmental Site Map
Exhibit A-3 Legal Descriptions of Parcel F11A & C
Exhibit A-4 Military Family Housing Facilities in Parcel F11A

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

THE UNITED STATES OF AMERICA

By: Joyce K Frank
JOYCE K. FRANK
Deputy Director
Air Force Base Conversion Agency

Witness:

Barbara B Dickey

Commonwealth of Virginia :

ss.

County of Arlington :

On the 10th day of September, in the year 2002, before me personally came Joyce K. Frank, to me known, who, being by me duly sworn, did depose and say that she resides at 1700 North Moore St. Suite 2300, in Arlington (city), Arlington (county), VA (state); that she is the Deputy Director duly appointed of the Air Force Base Conversion Agency described in and which executed the above instrument; and that she signed her name thereto by authority of the Secretary of the Air Force.

Sonia M. Soto
Notary Public

Embossed Hereon Is My
Commonwealth of Virginia Notary Public Seal
My Commission Expires March 31, 2004
SONIA M. SOTO

My commission expires on _____

ACCEPTANCE

The Grantee hereby accepts this Deed and agrees to be bound by all the agreements, covenants, conditions, and reservations contained in it.

DATE: December 13, 2002

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

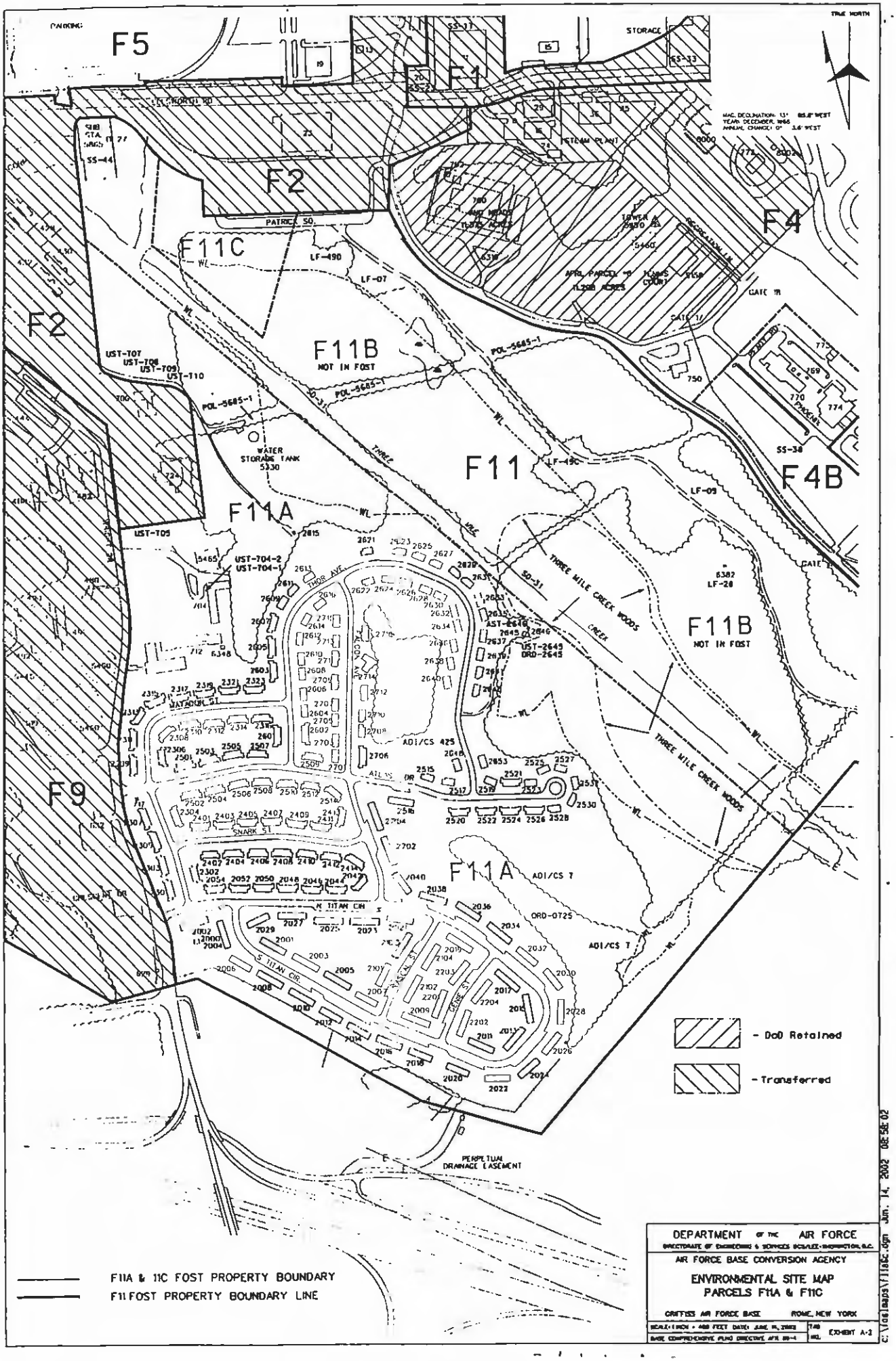
By: _____

Attest:

_____

Exhibit A-1

Exhibit A-1 consists of a survey map entitled "Property Map Showing a Portion of Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel F11A & C), City of Rome, County of Oneida, State of New York" made by Michael P. Waters, P.L.S. No. 50027, and dated January 6, 2002, and revised October, 2002, which survey map is being filed in the Oneida County Clerk's Office concurrently herewith.


F5
F1
F2
F4
F11C
F11B
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F11
F4B
F11A
F9
F11B
NOT IN FOST
F11A
ADI/CS 425
ADI/CS T
ADI/CS T
ORD-0725
THREE MILE CREEK WOODS
THREE MILE CREEK WOODS
THREE MILE CREEK WOODS
PERPETUAL DRAINAGE EASEMENT
- DoD Retained
- Transferred
F11A & 11C FOST PROPERTY BOUNDARY
F11 FOST PROPERTY BOUNDARY LINE
DEPARTMENT OF THE AIR FORCE
AIR FORCE BASE CONVERSION AGENCY
ENVIRONMENTAL SITE MAP
PARCELS F11A & F11C
GRIFFISS AIR FORCE BASE ROME, NEW YORK
EXHIBIT A-2
c:\data\maps\f11bc.dgn Jun. 14, 2002 08:58:02

EXHIBIT A-3
(Legal Description of Parcel F11A & C)

ALL THOSE TRACTS, PIECES OR PARCELS OF LAND situate in the City of Rome, County of Oneida and State of New York shown as "Parcel F11A" and "Parcel F11C" on a map entitled "Property Map Showing a Portion of Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel F11A & C), City of Rome, County of Oneida, State of New York" made by Michael P. Waters, P.L.S. No. 50027, and dated January 6, 2002, and revised October, 2002, which said tracts, pieces or parcels of land are more particularly described as follows:

Parcel F11A

Beginning at a point located South 22° 37'07" West, 769.96 feet from a capped iron rod found stamped "DFAS-12", located on the north side of Ellsworth Road;

thence South 50° 01' 17" East through the lands of The United States of America (reputed owner) 4,324.93 feet to a point on the division line between the herein described parcel on the west and the lands of Joe Zawislik (reputed owner) on the east;

thence South 40° 22' 13" West along said division line 1,875.50 feet to its intersection with the division line between the herein described parcel on the north and the lands of Tami Garland (reputed owner) on the south;

thence along said division line and the division line between the herein described parcel on the north and the lands of S. Padzur (reputed owner), D. A. Gladwin (reputed owner), Ronald Gualtieri (reputed owner) and People of the State of New York (reputed owner) on the south the following six (6) courses and distances;

1. North 74° 25' 07" West, 313.29 feet to a point;
2. North 60° 35' 38" West, 1,054.98 feet to a point;
3. North 65° 56' 11" West, 243.02 feet to a point;
4. South 74° 38' 09" West, 146.83 feet to a point;
5. South 74° 54' 03" West, 72.52 feet to a point;
6. South 72° 11' 25" West, 127.08 feet to a point;

thence through the lands of The United States of America (reputed owner) the following nineteen (19) courses and distances;

1. North 70° 42' 20" West, 93.35 feet to a point;
2. North 08° 09' 44" West, 36.66 feet to a point;
3. North 03° 59' 08" West, 115.24 feet to a point of curvature;
4. northerly along a curve to the left, having a radius of 411.75 feet, a chord length of 198.80 feet, a chord direction of North 17° 23' 34" West to a point of tangency;
5. North 27° 41' 08" West, 13.95 feet to a point of curvature;
6. northerly along a curve to the left, having a radius of 699.29 feet, a chord length of 95.11 feet, a chord direction of North 18° 40' 22" West to a point of tangency;
7. North 22° 48' 10" West, 270.18 feet to a point of curvature;
8. northerly along a curve to the right, having a radius of 853.84 feet, a chord length of 302.86 feet, a chord direction of North 10° 45' 23" West to a point of curvature;
9. northerly along a curve to the right, having a radius of 909.44 feet, a chord length of 252.42 feet, a chord direction of North 01° 45' 32" East to a point of curvature;
10. northerly along a curve to the right, having a radius of 3,561.19 feet, a chord length of 312.14 feet, a chord direction of North 07° 17' 54" East to a point of reverse curvature;
11. northerly along a curve to the left, having a radius of 952.91 feet, a chord length of 233.08 feet, a chord direction of North 00° 31' 38" West to a point of tangency;
12. North 07° 11' 18" West, 380.69 feet to a point;
13. North 88° 54' 56" East, 417.41 feet to a point;
14. North 07° 05'06" West, 561.54 feet to a point of curvature;
15. westerly along a curve to the left, having a radius of 153.98 feet, a chord length of 117.26 feet, a chord direction of North 57° 53' 59" West to a point of reverse curvature;
16. westerly along a curve to the right, having a radius of 3,248.21 feet, a chord length of 151.36 feet, a chord direction of North 82° 25' 34" West to a point of reverse curvature;
17. westerly along a curve to the right, having a radius of 501.45 feet, a chord length of 156.88 feet, a chord direction of North 73° 46' 34" West to a point of curvature;
18. northerly along a curve to the right, having a radius of 59.43 feet, a chord length of 66.04 feet, a chord direction of North 36° 12' 19" West to a point of tangency;
19. North 06° 46' 31" West, 615.53 feet to the place of beginning, being 6,645,536.6± square feet or 152.560 acres, more or less;

Parcel F11C

Beginning at a point located South 02° 09'04" East from a capped iron rod found stamped "DFAS-12", located on the north side of Ellsworth Road;

thence through the lands of The United States of America (reputed owner) the following three (3) courses and distances;

1. North 88° 52' 14" East, 705.31 feet to a point;
2. South 21° 45' 38" West, 568.40 feet to a point;
3. North 43° 53' 21" West, 713.21 feet to the place of beginning, being 184,664.8± square feet or 4.239 acres, more or less

EXHIBIT A-4

FORMER MILITARY HOUSING FACILITIES IN PARCEL F11A

2029	2307 DEMO	2501 DEMO	2602	2635
2030	2308 DEMO	2502 DEMO	2603	**2636****
2032	2309 DEMO	2503 DEMO	2604	2637
2034	2310 DEMO	2504 DEMO	2605	**2638****
2036	2311 DEMO	2505	2606	**2639****
2038	2312	2506	2607	2640
2040	2313 DEMO	2507	2608	2641
2042	2314	2508	**2609****	2643
2044	2315 DEMO	2509	2610	2648
2046	2316	2510	2611	2653
2048	2317 DEMO	2512	2612	2701
2050	2319	2514	2613	2702
2053	2321	2515	2614	2703
2054	2323	2516	**2616****	2704
2101	2401	2517	2621	2705
2102	2402	2519	2622	2706
2103	2403	2520	**2623****	2707
2104	2404	2521	**2624****	2708
2201	2405	2522	2625	2709
2202	2406	2523	**2626****	2710
2203	2407	2524	2627	2711
2204	2408	2525	**2628****	2712
2301 DEMO	2409	2526	2629	2713
2302	2410	2527	**2630****	2714
2303 DEMO	2411	2528	2631	2715
2304 DEMO	2412	2530	**2632****	2716
2305 DEMO	2413	2532	2633 DEMO	
2306 DEMO	2414	2601	**2634****	

All of the housing facilities will be demolished. Demolition has been completed as noted. In addition, the facilities marked with ** have major structural deficiencies. Many of the housing units have had windows removed so the house interiors are now exposed to the elements.

GRI-EDC-2000-001-D-19
Griffiss-12 Parcel F11D
Oneida County Industrial Development Agency

45.23 Acres

NEW YORK QUITCLAIM DEED

I. PARTIES

A. THIS DEED is made and entered into this 23RD day of November, 2005, by and between THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder (the "Grantor"), and ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, an instrumentality and public benefit corporation under the laws of the State of New York (the "Grantee"). (Unless the context otherwise specifically provides, when used in this Deed, "Grantor" includes the assigns of the Grantor and "Air Force" includes any successor entity to the Department of the Air Force or any successor to the Secretary of the Air Force, and "Grantee" includes the successors and assigns of the Grantee.)

B. Definitions.

The following terms will have the meaning assigned to each in this Deed, unless the context specifies otherwise:

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601-9675)

"FFA" means the Federal Facility Agreement between USEPA and the Air Force regarding environmental cleanup at Air Force installations on the National Priority List.

"Grantee" includes the successors and assigns of the Oneida County Industrial Development Agency

"Grantor" means the Secretary of the Air Force and the successor office of the Secretary of the Air Force.

"IRP" means the environmental Installation Restoration Program of the Air Force.

"NYSDEC" means the New York State Department of Environmental Conservation.

"Property" includes all the right, title, and interest in and to the land and appurtenances described on Exhibit A to this Deed.

"United States" refers to any department or agency under the executive branch of the Federal Government and its respective successor entities and assigns.

"USEPA" means the United States Environmental Protection Agency and its successor entity.

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, THAT in consideration of the sum of TEN DOLLARS ($10.00), receipt of which is hereby acknowledged, the Grantor hereby quitclaims to the Grantee, whose post office address is 153 Brooks Road, Rome, New York 13441-4105, all the real property situated in the City of Rome, County of Oneida, and State of New York containing a total of approximately 45.229 acres, more or less, as described as Parcel F11D-A, containing 33.268 acres, more or less, on **Exhibit A-1** and Parcel F11D-B, containing 11.961 acres, more or less, on **Exhibit A-2,** and depicted as "Parcel F11D-A" on "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 F11D Parcel A), prepared by Michael P. Waters, P.L.S. No. 50027, dated September 20, 2005 **(Exhibit B-1)** and as "Parcel F11D-B" on "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 F11D Parcel B), prepared by Michael P. Waters, P.L.S. No. 50027, dated September 20, 2005, (**Exhibit B-2**) to this Deed.

III. APPURTENANCES

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).

IV. EXCEPTIONS

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

V. RESERVATIONS

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

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

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

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

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

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

VI. CONDITION

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

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

C. The Grantee is notified that construction debris is present at IRP sites, as shown hatched in red on environmental map attached at Exhibit C. The Grantee covenants to

handle construction debris in accordance with all applicable regulations if relocation is required.

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 had been 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. Pursuant to section 120(h)(3)(A)(ii) of CERCLA, the United States covenants and warrants that 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 contained in this Deed, or (b) disposal of soils that do not require response actions if left in place, but must be disposed of when disturbed.

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. Federal Facilities Agreement (FFA). The Grantee acknowledges that the Property is subject to the terms and conditions of the FFA dated August 21, 1990, including all amendments and supplements, and the Grantee agrees that, until the FFA is terminated in accordance with its Section XXXIV, the FFA shall be binding on the Grantee. Further, the Grantee recognizes that activities under the FFA must not be impeded or impaired, and it agrees that should any conflict between the terms of the FFA and the provisions of this Deed arise, the terms of the FFA will take precedence.

G. Wetlands. The Property contains wetlands, as shown shaded in green on **Exhibit C**, 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 the 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 the wetlands, the Grantee shall contact and coordinate with the NYSDEC, Division of Environmental Permits and/or the 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.

X. LIST OF EXHIBITS

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

Exhibits A-1 and A-2	Property Descriptions (Parcels F11D-A and F11D-B)
Exhibits B-1 and B-2	Property Maps (Parcels F11D-A and F11D–B)
Exhibit C	Environmental Map

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

THE UNITED STATES OF AMERICA

By: _____
JEFFREY DOMM
Deputy Director
Air Force Real Property Agency

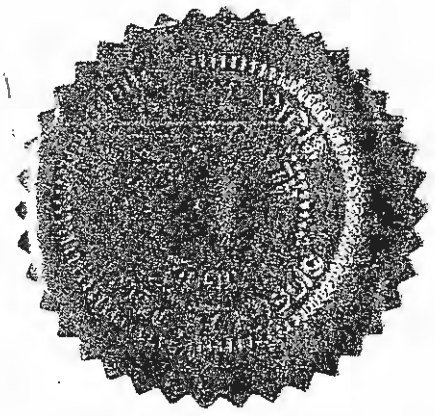
Witness:

Commonwealth of Virginia :

ss.

County of Arlington :

On the 23rd day of November in the year 2005, before me, the undersigned, personally appeared JEFFREY DOMM, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that he made such appearance before the undersigned in the county of Arlington.



Karin A. Francis
Notary Public, Commonwealth of Virginia

My commission expires on 9/30/2009

KARIN A. FRANCIS
Notary Public
Commonwealth of Virginia
My Commission Exps. Sept. 30, 2009

KARIN A. FRANCIS
Notary Public
Commonwealth of Virginia
My Commission Exps. Sept. 30, 2009

ACCEPTANCE

The Grantee acknowledges delivery of this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

DATE: September 13 2006

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Robert R. Calli
Chairman

Attest:

Debra M. Arthur

EXHIBIT A-1

(Parcel F11D-A)

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York, as shown on a map entitled "Property Map Showing a Portion of Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel F11D-A), City of Rome, County of Oneida, State of New York" made by Michael P. Waters, P.L.S. No. 50027, dated September 20, 2005, and filed in the Oneida County Clerk's Office concurrently herewith; which said tract, piece or parcel of land is more particularly described as follows:

Beginning at the intersection of the division line between the lands of The United States of America (reputed owner) on the west and the lands of Oneida County Industrial Development Agency (reputed owner) on the east with the division line between the herein described parcel on the south and the aforementioned lands of Oneida County Industrial Development Agency (reputed owner) on the north; said point being South 02° 05' 50"East 677.05 feet from a capped iron rod found stamped "DFAS-12";

thence South 43° 55' 55" East along said division line 713.57 feet to its intersection with the division line between the herein described parcel on the east and the aforementioned lands of Oneida County Industrial Development Agency (reputed owner) on the west;

thence North 21° 45' 38" East along said division line 568.40 feet to its intersection with the division line between the herein described parcel on the south and the aforementioned lands of Oneida County Industrial Development Agency (reputed owner) on the north;

thence North 88° 52' 27" East along said division line 461.81 feet to its intersection with the proposed westerly street boundary of Perimeter Road;

thence along said proposed westerly street boundary of Perimeter Road the following three (3) courses and distances:

1. northerly along a curve to the right having a radius of 658.61 feet, a chord distance of 154.62 feet, a chord direction of North 17° 27' 37" West to a point of curvature;

2. northerly along a curve to the right having a radius of 557.05 feet, a chord distance of 82.98 feet, a chord direction of North 09° 54' 11" West to a point of curvature;

3. northerly along a curve to the right having a radius of 148.59 feet, a chord distance of 16.70 feet, a chord direction of North 05° 18' 32" East to its intersection with the

division line between the herein described parcel on the south and aforementioned lands of Oneida County Industrial Development Agency (reputed owner) on the north;

thence North 76° 50' 51" East along said division line 78.58 feet to its intersection with the proposed easterly street boundary of Perimeter Road;

thence along said proposed easterly street boundary of Perimeter Road the following nine (9) courses and distances;

1. South 15° 09' 49" West, 15.56 feet to a point of curvature;

2. southerly along a curve to the left having a radius of 82.59 feet, a chord distance of 28.29 feet, a chord direction of South 05° 18' 28" West to a point of curvature;

3. southerly along a curve to the left having a radius of 491.05 feet, a chord distance of 82.34 feet, a chord direction of South 09° 21' 34" East to a point of curvature;

4. southerly along a curve to the left having a radius of 592.61 feet, a chord distance of 143.46 feet, a chord direction of South 17° 39' 15" East to a point of curvature;

5. southerly along a curve to the left having a radius of 523.97 feet, a chord distance of 370.15 feet, a chord direction of South 38° 26' 44" East to a point of tangency;

6. South 63° 36' 23" East, 345.33 feet to a point;
7. South 69° 36' 28" East, 148.60 feet to a point;
8. South 82° 23' 29" East, 250.90 feet to a point;
9. South 63° 30' 57" East, 193.62 feet to its intersection with the division line between the herein described parcel on the west and aforementioned lands of Oneida County Industrial Development Agency (reputed owner) on the east;

thence South 21° 38' 02" East along said division line 66.32 feet to its intersection with the proposed northeasterly street boundary of Perimeter Road;

thence along said proposed northeasterly street boundary of Perimeter Road the following three (3) courses and distances;

1. southerly along a curve to the left having a radius of 966.09 feet, a chord distance of 148.95 feet, a chord direction of South 44° 06' 50" East to a point of curvature;

2. easterly along a curve to the left having a radius of 898.99 feet, a chord distance of 118.38 feet, a chord direction of South 52° 24' 51" East to a point of curvature;

3. easterly along a curve to the left having a radius of 4,456.93 feet, a chord distance of 58.33 feet, a chord direction of South 58° 34' 23" East to a point;

thence through the lands of The United States of America the following eleven (11) courses and distances;

1. South 44° 57' 51" West, 1,148.17 feet to a point;
2. North 46° 42' 15" West, 1,156.67 feet to a point;
3. North 41° 33' 24" East, 670.37 feet to a point;
4. North 56° 34' 31" West, 539.17 feet to a point;
5. South 38° 43' 53" West, 375.60 feet to a point;
6. North 16° 36' 00" East, 276.62 feet to a point;
7. North 67° 18' 22" West, 59.62 feet to a point;
8. South 14° 25' 29" West, 393.40 feet to a point;
9. South 38° 28' 05" West, 164.28 feet to a point;
10. North 50° 46' 21" West, 676.19 feet to a point;
11. North 03° 06' 54" West, 147.22 feet to the place of beginning, being 1,449,149.0± square feet or 33.268 acres, more or less.

EXHIBIT A-2
(Parcel F11D-B)

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York, as shown on a map entitled "Property Map Showing a Portion of Lands to be Conveyed to Oneida County Industrial Development Agency (Parcel F11D-B), City of Rome, County of Oneida, State of New York" made by Michael P. Waters, P.L.S. No. 50027, dated September 20, 2005, and filed in the Oneida County Clerk's Office concurrently herewith; which said tract, piece or parcel of land is more particularly described as follows:

Beginning at a point on the proposed northeasterly street boundary of Perimeter Road; said point being South 38° 26' 11" East 2,428.63 feet from a capped iron rod found stamped "AFRL-44";

thence South 46° 49' 58" East along said proposed northeasterly street boundary of Perimeter Road 1,092.11 feet to its intersection with the proposed northerly street boundary of said Perimeter Road;

thence along said proposed northerly street boundary of Perimeter Road the following four (4) courses and distances;

1. South 59° 18' 47" East, 100.30 feet to a point;
2. South 81° 27' 47" East, 132.31 feet to a point;
3. North 62° 30' 28" East, 99.49 feet to a point;
4. North 43° 28' 17" East, 108.26 feet to its intersection with the division line between the herein described parcel on the southwest and the lands of The County of Oneida (reputed owner) on the northeast;

thence South 44° 50' 05" East along said division line 225.76 feet to its intersection with the division line between the herein described parcel on the southwest and the lands of AnaMae Parsons Trust (reputed owner) on the northeast;

thence along said division line the following two (2) courses and distances;

1. South 43° 17' 50" West, 241.92 feet to a point;
2. South 72° 42' 08" East, 850.0 feet to its intersection with the southwesterly street boundary of Rickmeyer Road;

thence South 43° 17' 50" West along said southwesterly street boundary of Rickmeyer Road 50.0 feet to its intersection with the division line between the herein described

parcel on the northwest and the lands of AnaMae Parsons Trust (reputed owner) on the southeast;

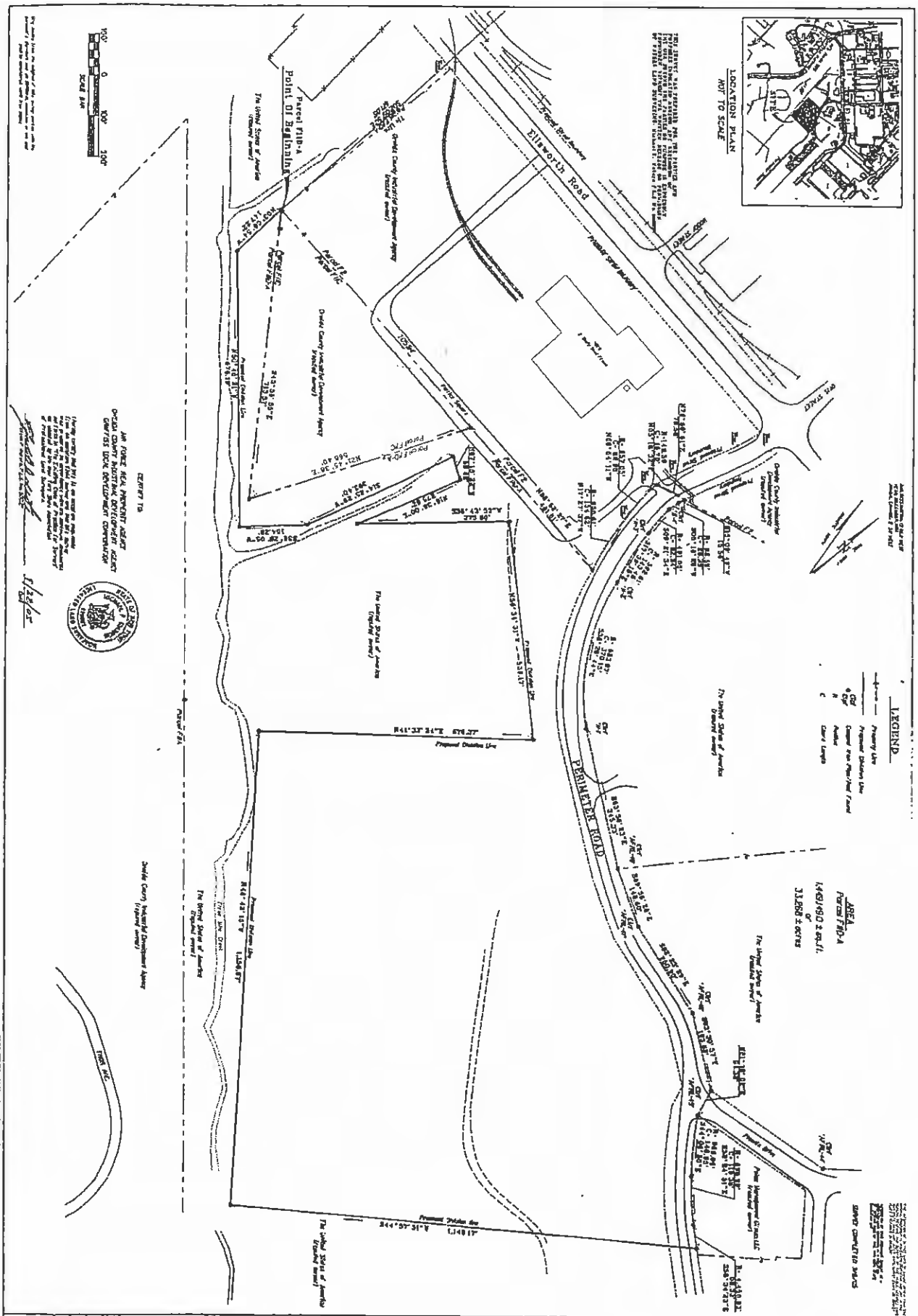
thence along said division line the following two (2) courses and distances;

1. North 72° 42' 08" West, 850.0 feet to a point;
2. South 43° 17' 50" West, 250.0 feet to its intersection with the division line between the herein described parcel on the northeast and the lands of The County of Oneida (reputed owner) on the southwest;

thence North 46° 34' 48" West along said division line and continuing along the division line between the herein described parcel on the northeast and the lands of Joseph Zawislak (reputed owner) on the southwest 1,309.05 feet to its intersection with the division line between the herein described parcel on the north and said lands of Zawislak (reputed owner) on the south;

thence North 79° 42' 20" West along said division line 297.15 feet to a point;

thence North 43° 25' 12" East through the lands of The United States of America (reputed owner) 403.26 feet to the place of beginning, being 521,012.9± square feet or 11.961 acres, more or less.


Ellsworth Road
PERIMETER ROAD
Point Of Beginning
Parcel F11D-A
LOCATION PLAN
NOT TO SCALE
LEGEND
AREA
Parcel F11D-A
1,468,190 ± sq.ft.
or
33.698 ± acres
PROPERTY MAP
SHOWING A PORTION OF LANDS TO BE CONVEYED TO
ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
(PARCEL F11D-A)
CITY OF ROME COUNTY OF ONEIDA STATE OF NEW YORK
F11D
Parcel A

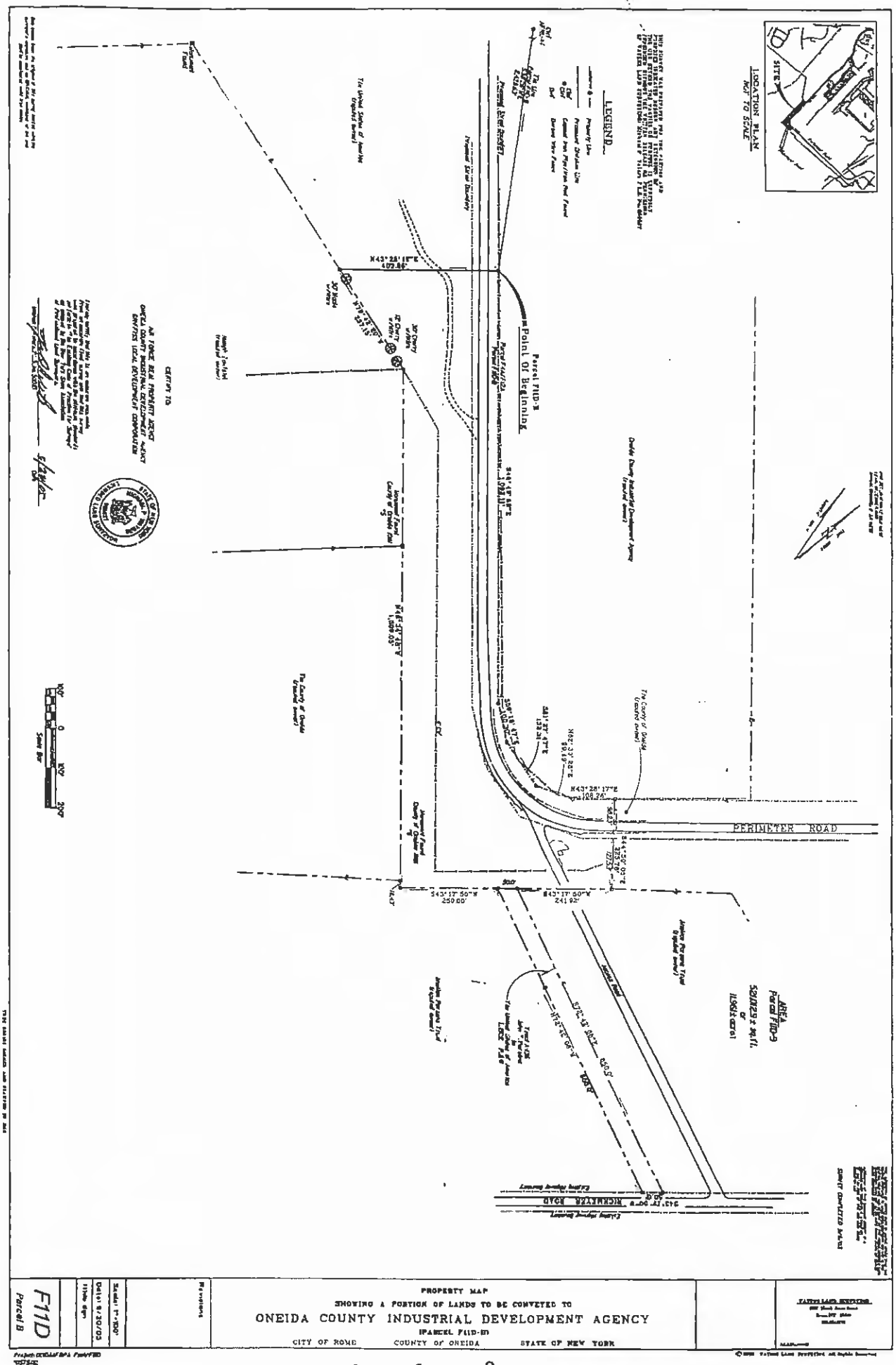
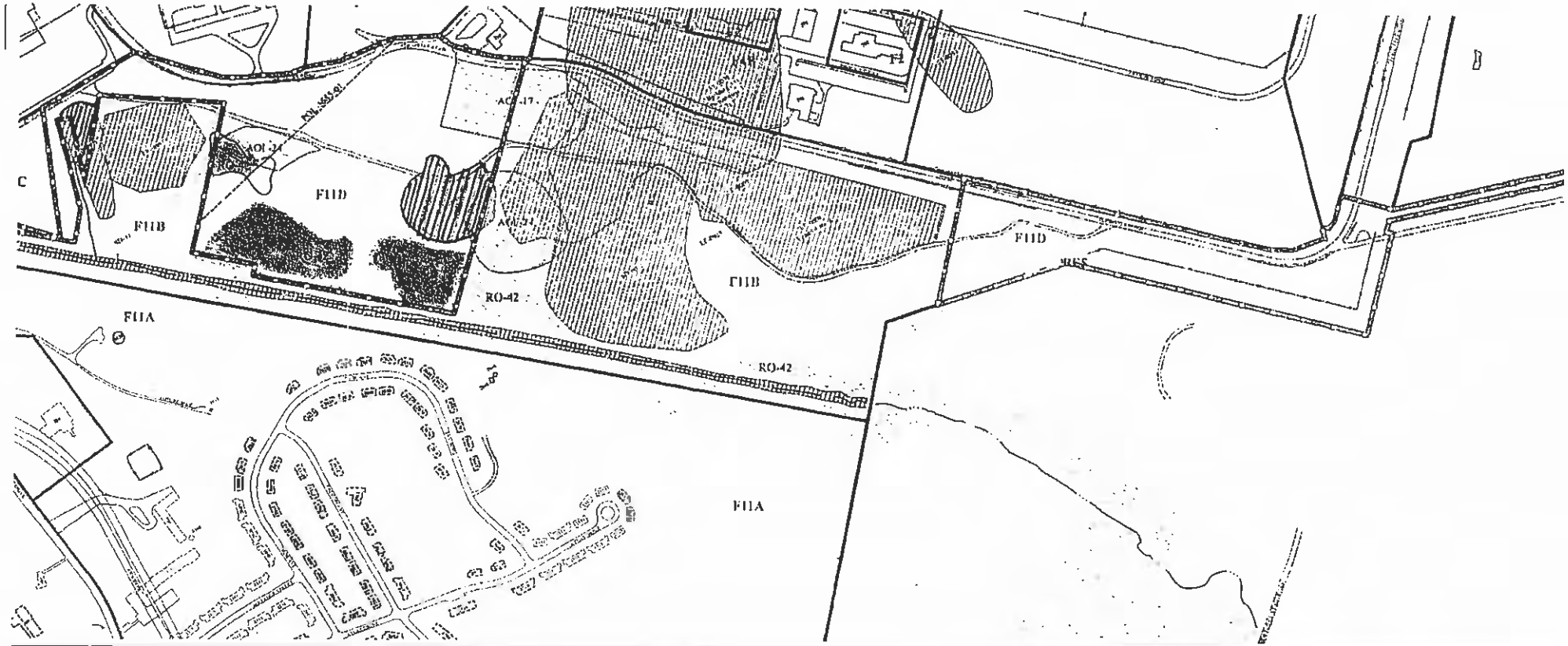

LEGEND
LOCATION PLAN
NOT TO SCALE
Point Of Beginning
Parcel F11D-9
PERIMETER ROAD
NICKERTAR ROAD
AREA
Parcel F11D-9
CERTIFY TO
PROPERTY MAP
SHOWING A PORTION OF LANDS TO BE CONVEYED TO
ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY
PARCEL F11D-9
CITY OF ROME
COUNTY OF ONEIDA
STATE OF NEW YORK
F11D
Parcel B

EXHIBIT R-2



Key to Features

- Airfield
- Railroad
- Road
- Fence
- Surface Water
- Storm Drain
- Base Boundary

Parcel F11D

Parcel Transfer Status

- Deeded, DOD Retained, Outgrant
- Not Deeded; Transfer - In - Process

Facilities

- Demolished
- Existing
- Installation Restoration Program Sites
- Regulated Wetlands

250 125 0 250 500

Feet

UNITED STATES AIR FOR
FORMER GRIFFISS AIR FORC
ROME, NEW YORK

Parcel F11D

835

UNRECORDED COPY

GRI-PUB-2005-001-D-3
Griffiss-17 ; Parcel F-14 Bulk Fuel Storage Area
Mr. Joseph Rutkowski

6.737 Acres

RECORDING REQUESTED BY GRANTEE
AND WHEN RECORDED MAIL TO:
AFRPA/RETB
2261 Hughes Avenue, Ste 121
Lackland AFB, TX 78236-9821

QUITCLAIM DEED

I. PARTIES

THIS DEED is made and entered into this 4th day of May, 2011, by and between **THE UNITED STATES OF AMERICA** (the "Grantor" or "Air Force"), acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder, and Mr. Joseph Rutkowski (the "Grantee"). Unless the context otherwise specifically states, when used in this Deed, "Grantor" includes the assigns of the Grantor and "Grantee" includes the successors and assigns of the Grantee.

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, that the Grantor, for and in consideration of the sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS ($7,500) in hand paid by the Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, has remised, released, and deeded, and by these presents does remise, release, and quitclaim unto the Grantee, whose address is P. O. Box 4594, Rome NY 13442, all the right, title, interest, claim, and demand that the Grantor has in and to the real property, situated, lying, and being in the City of Rome, County of Oneida, and State of New York, consisting of approximately 6.737 acres of land, more or less, more particularly described in the legal description, **Exhibit A,** and depicted in the map, **Exhibit B.**

III. APPURTENANCES

TOGETHER WITH all the buildings and improvements erected thereon, except for monitoring wells, treatment wells, and treatment facilities and related piping, if any, 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.

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

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

regulatory agencies as necessary or until site/spill closure has been obtained.

C. 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. In the event the request of the Grantee for modification or release is approved by the Air Force 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.

VII. 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 Air Force promptly of any potentially friable ACM that constitutes a release (or potential release) under the federal Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.). 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 this paragraph. 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.

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 Air Force promptly of any discovery of LBP in soils that appears to be the result of Air Force activities and that is found at concentrations that may require remediation. The USAF hereby reserves the right, in its sole discretion, to undertake an investigation and conduct any remedial action that it determines is necessary.

C. Sanitary Sewer Systems (Wastewater). A sanitary sewer pipeline is present on the adjacent parcel F9 property. The Grantee is required to meet all applicable wastewater discharge permit standards during any connections to the system.

D. Unexploded Ordnance. The Grantee is notified that there were eleven (11) former munitions related sites at former Griffiss AFB NY. None of the eleven (11) munitions related sites were identified on the Property. While not likely, it is possible that ordnance or ordnance-related materials, not previously identified in the Archives Search Report or investigations, may be present on the Property. The Grantee is notified of the possible presence of ordnance on the Property. The Grantee covenants to exercise caution during performance of ground-disturbing activities on the Property to identify ordnance or ordnance-related material. Upon discovery of any ordnance or ordnance-related materials, the Grantee agrees to cease work immediately and notify the Air Force and the local Police.

E. Non-Discrimination. The Grantee covenants not to discriminate on 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.

F. State Access to Property: The right of access reserved to the United States in Subparagraphs IV above may be exercised by agencies of the United States, including their respective officers, agents, employees, contractors and subcontractors. This same right of access

is also hereby non-exclusively assigned to the New York Department of Environmental Conservation (NYDEC), United States Environmental Protection Agency (USEPA) and their respective officers, agents, employees, contractors and subcontractors. Further notice is hereby given that the USEPA, the Air Force, and NYDEC have entered into a Federal Facility Agreement (FAA) and that, pursuant to the FAA, the Air Force has a continuing duty to, and will extend to the State, as necessary, the right to use the access reserved in subparagraph VIII.A.3. This right of access is for purpose, either on the property or on adjoining lands, consistent with the Installation Restoration Program of the Grantor.

VIII: MISCELLANEOUS

Except for any personal covenant, each covenant of this Deed, including any that benefits a third party, shall inure to the benefit of the Grantor and such third party; shall be finding upon the Grantee; shall be deemed to touch and concern the land; and shall run with the land.

Exhibits:

Exhibit A	Bulk Fuels Parcel Legal Description
Exhibit B	Bulk Fuels Parcel Map
Exhibit C	Bulk Fuels Parcel Restrictive Covenant Map

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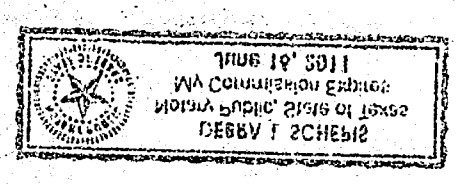

JUNE 19, 2011
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:
PEGGY L SCHEELS

WITNESS the execution hereof 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: Stephen G. TerMaath
STEPHEN G. TERMAATH, GS-15, DAF
Chief, BRAC Program Mgt Division

Witnesses:

_____

_____

STATE OF TEXAS)
COUNTY OF BEXAR)

This document was acknowledged before me this 4th day of May, 2011 by Stephen G. TerMaath, Chief, BRAC Program Mgt Division.

DEBRA L SCHEPIS
Notary Public, State of Texas
My Commission Expires
June 16, 2011

(seal)

_____
Notary Public, State of Texas
My Commission Expires: June 16, 2011

ACCEPTANCE

The Grantee hereby accepts this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

_____
JOSEPH RUTKOWSKI

WITNESSES:

_____
Witness

_____
Witness

STATE OF NEW YORK
COUNTY OF ONEIDA

This document was acknowledged before me on the ___ day of _____ 2011, by _____ of _____.

Seal

_____
Notary Public, State of New York
My Commission Expires_____.

ACCEPTANCE

The Grantee hereby accepts this Deed and agrees to be bound by all the agreements, covenants, conditions, restrictions, and reservations contained in it.

Joseph C. R

JOSEPH RUTKOWSKI

WITNESSES:

_____
Witness

_____
Witness

STATE OF NEW YORK
COUNTY OF ONEIDA

This document was acknowledged before me on the 9 day of June 2011, by _____ of _____.

Shirley J. Cotton

Seal

Notary Public, State of New York
My Commission Expires_____.

SHIRLEY J. COTTON
Notary Public, State of New York
Appointed In Oneida County 01C04980038
My Commission Expires April 8, 2015

PROPOSED DESCRIPTION

LANDS OF THE United States of America

All that Tract, Piece, or Parcel of land situate in the City of Rome, County of Oneida and State of New York; as shown on the Map entitled "Map Showing Lands The United States of America (Bulk Fuel Storage Parcel), City of Rome, County of Oneida, State of New York"; Prepared by Michael P. Waters, P.L.S. No. 50027, and dated November 19, 2009; Said Parcel being more particularly described as follows:

Beginning at a point the intersection of the division line between the herein described parcel on the west and the lands of Tuxedo Mobile Home, Inc. (reputed owner) on the east with the southerly highway boundary of the City of Rome, East Dominick Street Arterial Highway, Brennon Ave to East City Line, Rt. 49; said point being easterly along said City of Rome, East Dominick Street Arterial Highway, Brennon Ave to East City Line, Rt. 49 330.1± feet from a found concrete monument;

thence along said division line the following three (3) courses and distances:

1. South 14° 25' 36" West, 266.65 feet to a point;
2. South 17° 52' 42" East, 134.48 feet to a point;
3. South 12° 41' 40" West, 619.97 feet to its intersection with the division line between the herein described parcel on the north and the lands of The People of the State of New York, under present jurisdiction of The New York State Thruway Authority, (Canal Corp.) (reputed owner) on the south ;

thence South 74° 44' 45" West along said division line 28.48 feet to its intersection the division line between the herein described parcel on the east and the lands of Oneida County Industrial Development Agency (reputed owner) on the west;

thence along said division line the following four (4) courses and distances:

1. North 34° 25' 50" West, 190.53 feet to a point;
2. North 24° 02' 42" West, 161.44 feet to a point of curvature,
3. northerly along a curve to the Right, having a radius of 1,367.69 feet, an arc length of 647.87 feet, to a point;
4. North 13°13'41" East, 42.29 feet to its intersection with the aforementioned southerly highway boundary of the City of Rome, East Dominick Street Arterial Highway, Brennon Ave to East City Line, Rt. 49;

thence along said southerly highway boundary of the City of Rome, East Dominick Street

Exhibit A

Arterial Highway, Brennon Ave to East City Line, Rt. 49 the following three (3) courses and distances:

1. North 84° 47' 12" East, 36.28 feet to a point;
2. South 06° 13' 12" West, 15.27 feet to a point;
3. North 86° 07' 33" East, 358.88 feet to the place of beginning being, 293,468.5± sq. ft. or 6.737 acres, more or less.

Together with a non-exclusive easement in common with others for ingress and egress; Said easement being more particularly described as follows:

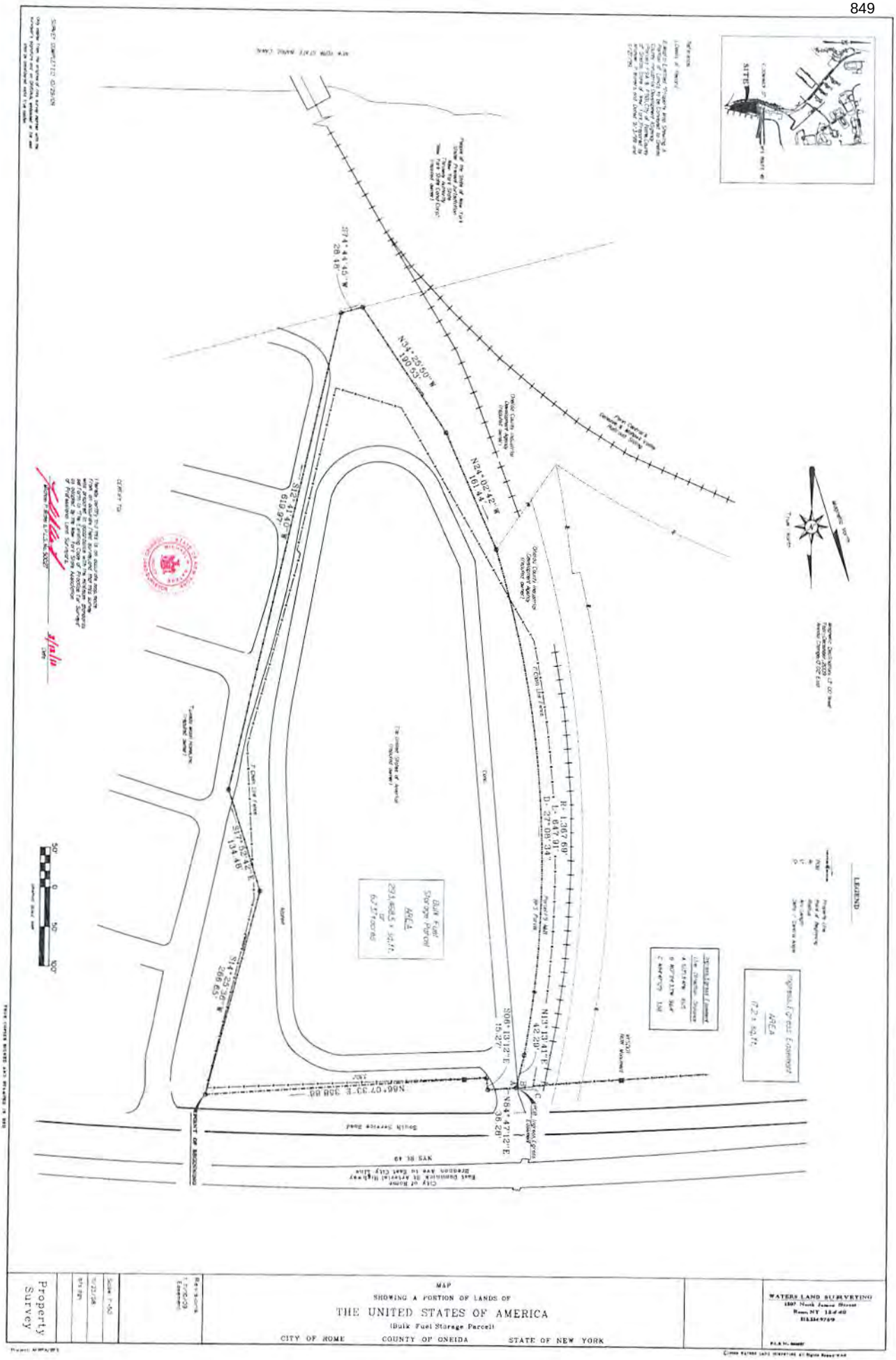
Beginning at the northwest corner of the parcel described above;

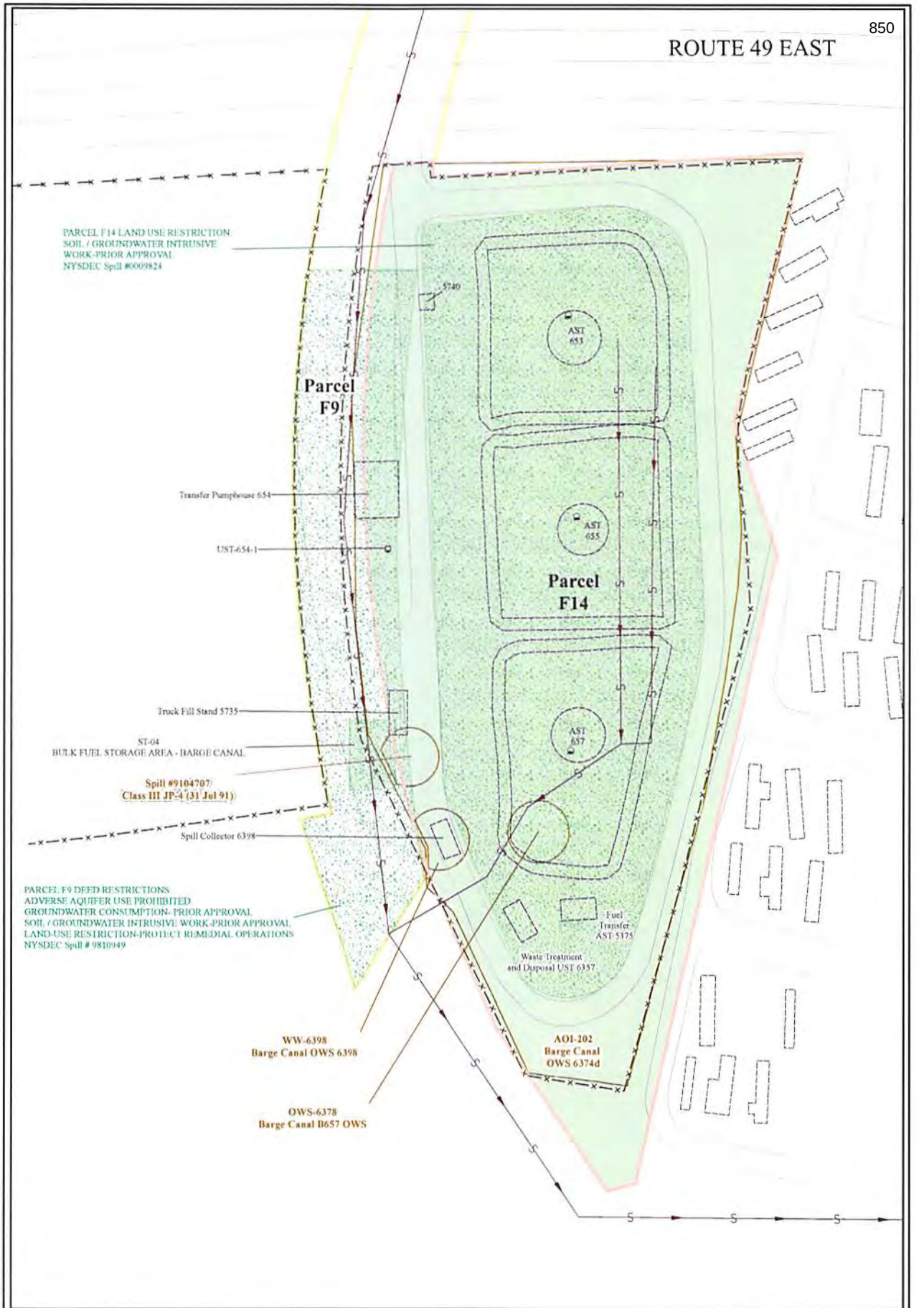
thence South 13°13'41" West along the westerly boundary line of said parcel described above 10.15 feet to a point on said westerly boundary line of said parcel described above;

thence North 07° 24' 33" West through the lands of Oneida County Industrial Development Agency (reputed owner) 9.64 feet to its intersection with the aforementioned the southerly highway boundary of the City of Rome, East Dominick Street Arterial Highway, Brennon Ave to East City Line, Rt. 49;

thence North 84° 47' 12" East along said the southerly highway boundary of the City of Rome, East Dominick Street Arterial Highway, Brennon Ave to East City Line, Rt. 49 3.58 feet to the place of beginning being, 17.2 ± sq. ft..

Exhibit B


SITE
LEGEND
Bulk Fuel Storage Parcel
AREA
29.468± acres
1,283,870± sq.ft.
Temporary Easement
AREA
(2.1 acres)
POINT OF BEGINNING
South Storage Road
N66°07'33"E 308.88'
N89°47'12"E
306.28'
S06°13'12"E
15.27'
N13°13'41"E
42.20'
S74°44'45"W
28.18'
N34°25'40"W
190.93'
N24°02'42"W
161.44'
S12°17'10"E
619.97'
S17°52'47"E
134.48'
S14°22'01"E
269.53'
R= 1367.69'
L= 647.91'
D=27°09'34"
Property Survey
MAP
SHOWING A PORTION OF LANDS OF
THE UNITED STATES OF AMERICA
(Bulk Fuel Storage Parcel)
CITY OF ROME COUNTY OF ONEIDA STATE OF NEW YORK
WATERS LAND SURVEYING



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GRI-REV-1997-001-D-1
First Deed - MG Club
Oneida County

15.13 ACRES

QUITCLAIM DEED

THIS INDENTURE, made this 5th day of December 1997, between the **UNITED STATES OF AMERICA**, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the provisions of the Defense Base Closure and Realignment Act of 1990, Public Law No. 101-510, as amended (10 U.S.C. § 2687 note), and the Federal Property and Administrative Services Act of 1949 (40 U.S.C. § 484), as amended, and regulations and orders promulgated thereunder, **GRANTOR**, and the **COUNTY OF ONEIDA,** of the State of New York, having its office at Utica, New York, **GRANTEE.**

WITNESSETH:

WHEREAS, the **GRANTEE**, by deed dated April 23, 1942, recorded in the office of the Clerk of the County of Oneida in Liber 1027, page 303, of Deeds on July 17, 1942, (the "Deed"), conveyed to the **GRANTOR** in fee simple absolute certain land therein described (the "Premises"); and

WHEREAS, the Deed contains a provision that in the event the Premises are abandoned as an aviation field by the **GRANTOR**, they will be reconveyed to the **GRANTEE** in consideration of One Dollar ($1.00); and

WHEREAS, the **GRANTOR** is no longer using as an aviation field the premises herein described which are a portion of the Premises (the "Property"), and desires to reconvey the Property to the **GRANTEE** for the consideration of One Dollar ($1.00); and

WHEREAS, the **GRANTEE** desires to acquire the Property for such consideration pursuant to Resolution No. 298 adopted by the Oneida County Board of Legislators on July 16, 1997.

NOW, THEREFORE, the **GRANTOR**, for and in consideration of the sum of **ONE Dollar** ($1.00), in lawful money of the United States of America and other good and valuable consideration, the receipt of which is hereby acknowledged, does remise, release, and forever quitclaim unto the **GRANTEE**, its successors and assigns, subject to the reservations, restrictions, conditions, and exceptions as hereinafter expressed and set out, all the right, title, interest, claim, and demand which **GRANTOR** has in and to all that certain real property and improvements thereon (collectively, the "Property"), situated in the City of Rome, County of Oneida, State of New York and described as follows:

BEGINNING at a point on the existing westerly highway boundary of Bell Road; said point being South 06°18' East, 3213± feet from the intersection of said highway boundary with the division line between the lands of Oneida County (reputed owner) on the south and the lands of Joseph Norman and Margaret E. Norman (reputed owner) on the northwest;

THENCE continuing South 06° 18' 03" East along said highway boundary, 290.67 feet to a point;

THENCE through the lands of Oneida County (reputed owner) the following eleven (11) courses and distances:

1. South 89°36'54" West, 788.49 feet to a point;
2. North 59°33'07" West, 686.19 feet to a point;
3. North 24°44'05" East, 48.02 feet to a point,
4. North 00°56'32" West, 250.00 feet to a point,
5. North 49°32'46" East, 435.00 feet to a point,
6. South 46°47'02" East, 555.00 feet to a point,
7. South 25°12'52" East, 190.34 feet to a point,
8. North 65°39'11" East, 60.00 feet to a point,
9. South 45°50'03" East, 95.00 feet to a point,
10. South 75°39'18" East, 225.00 feet to a point,
11. North 83°26'23" East, 175.94 feet to a point,
12. South 06-18-03 East, 299.59 feet to the point of beginning

containing 659,130.9± square feet or 15.131 acres, more or less.

This Property is a portion of the Premises conveyed to the **GRANTOR** by the **GRANTEE** by deed dated April 23, 1942, and recorded in the office of the Clerk of the County of Oneida in Liber 1027, page 303, of Deeds on July 17, 1942, pursuant to Resolution No. 176 adopted by the Board of Supervisors of Oneida County on August 13, 1941, and amended pursuant to Resolution No. 92 adopted by the Board of Supervisors of Oneida County on April 15, 1942, and Article IV, Section 50, of the State Law of 1941, Chapter 568.

EXCEPTING THEREFROM all utility systems and components thereof, including without limitation, wires, cables, conduit, pipes, transformers, pumps, switching gear, poles, towers, and appurtenant installations, facilities, and equipment, but excluding those parts of such systems that serve only a particular building or building lot, and that in the practice of public utilities in Oneida County, New York, are usually owned or controlled by individual land owners and not by utility providers, but reserving unto the **GRANTOR** a right of access to inspect, maintain, repair relocate, remove, and replace the utility systems and parts thereof.

RESERVING UNTO THE **GRANTOR** a right of access to the Property for purposes of environmental investigation, remediation, or other corrective action. This reservation includes the right of access to and use of, to the extent permitted by law, available utilities at reasonable cost to the **GRANTOR**. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of conveyance of the Property, or such access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States and the State of New York and their officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable notice to the **GRANTEE** or the then owner and any authorized occupant of the property) to enter upon the Property and conduct investigations and surveys, including drillings,

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

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

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

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

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

4. **ENVIRONMENTAL COVENANT.**

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

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

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

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

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

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

IN WITNESS WHEREOF, the **GRANTOR**, acting by and through the Secretary of the Air Force, has caused these presents to be duly executed for and in its name and behalf by Albert F. Lowas, Jr., Acting Director, Air Force Base Conversion Agency, who has this 5th day of December 1997, set his hand and seal.

UNITED STATES OF AMERICA
BY ITS SECRETARY OF THE AIR FORCE

BY _____
ALBERT F. LOWAS, JR.
Acting Director
Air Force Base Conversion Agency

Signed and Sealed and Delivered
in the Presence of:

_____

_____

COMMONWEALTH OF VIRGINIA)
) SS
COUNTY OF ARLINGTON)

PERSONALLY APPEARED before me, Kathleen A Ludwig, a Notary Public in and for said county and State, the within named Albert F. Lowas, Jr., to me known and known to be the person described in and who executed the foregoing Quitclaim Deed on behalf of the United States of America, and acknowledged that he, with authority so to do, signed and delivered the foregoing Quitclaim Deed on the day and year therein mentioned as the free act and deed of the United States of America

GIVEN under my hand and official seal and office, this the 5th day of December 1997.

Kathleen A Ludwig
Notary Public, Commonwealth of Virginia
My commission expires: June 30, 2001

CERTIFICATE OF RECORDATION

I, _____, of the Office of the County Recorder of the County of Oneida, State of New York, did receive for recordation the following instrument:

Quitclaim Deed dated December ___ , 1997, between the United States of America, **GRANTOR**, and County of Oneida, **GRANTEE**.

I further certify that the said document was recorded in Liber _____, at page ____ of the Official Records of the said county, on the _____ day of _____ 1997.

(SEAL)

By:_____
Recorder

Return Copies To:

Air Force Base Conversion Agency
Division A
1700 N. Moore Street, Suite 2300
Arlington, Virginia 22209-2802

General Services Administration
Office of Real Estate Sales
10 Causeway St.
Boston MA 02222

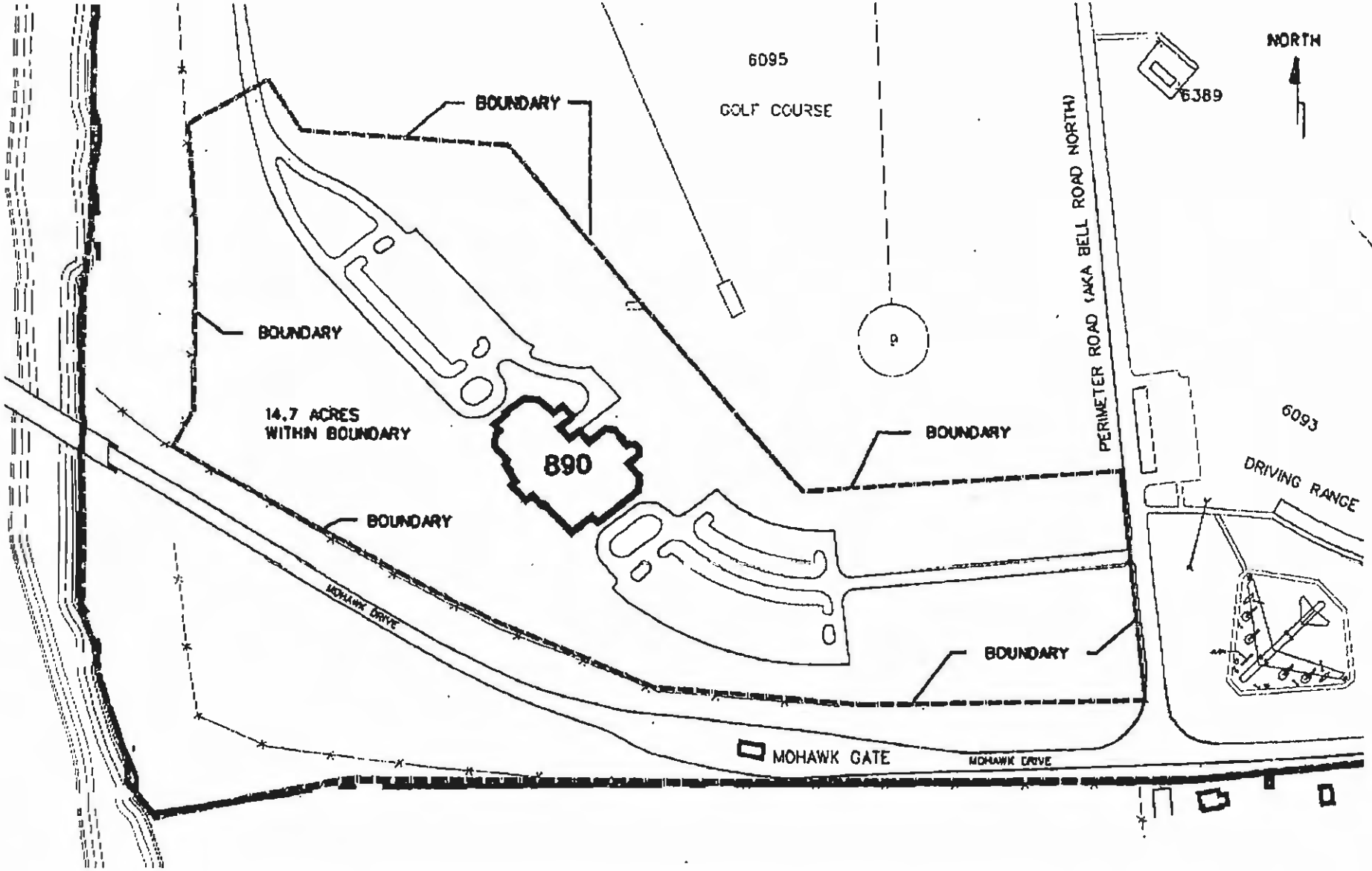


EXHIBIT B
BUILDING 890

BUILDING 890 FOSL

SCALE: 1" = 200'-0"

GRI-REV-1997-001-D-1
First Deed - MG Club
Oneida County
Recorded Copy of Deed

A. SANDRA CARUSO
ONEIDA COUNTY CLERK
RECORDING CERTIFICATE

RECORDED
LIBER ___ OF ___ PAGE
2000 FEB 29 P 3:30
ONEIDA COUNTY CLERK
BY

TRANSACTION NUMBER 41674

Quitclaim Deed
TYPE OF INSTRUMENT

United States of America
FIRST PARTY

County of Oneida
SECOND PARTY

Siegel, Hester, Saunders, Kahler & Manion, L.L.P.
RECEIVED FROM

25.00
RECORDING CHARGE

5
RECORDING PAGES

** EXAMINED AND CHARGED AS FOLLOWS **

TRANSFER TAX E
RS# 41698
TOWN Rome

MTG./DEED AMOUNT
MORTGAGE #
RECEIVED TAX ON ABOVE MORTGAGE
BASIC
SPECIAL ADDL
MORTGAGE TAX TOTAL

TOTAL RECORDING FEES 40.00

** THIS PAGE IS PART OF THE INSTRUMENT **

I HEREBY CERTIFY THAT THE WITHIN AND FOREGOING WAS RECORDED IN THE CLERK'S OFFICE OF ONEIDA COUNTY, NEW YORK.

TERMINAL ID
INITIALS

THIS SHEET CONSTITUTES THE CLERK'S ENDORSEMENT, REQUIRED BY SECTION 316[redacted] OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK. DO NOT DETACH. THIS PAGE IS PART OF THE RECORDED INSTRUMENT.

RETURN TO: (NAME) SIEGEL, HESTER, SAUNDERS, KAHLER & MANION, L.L.P.
(ADDRESS) SUITE 1400
185 GENESEE STREET
UTICA, NEW YORK 13501-2194
LIBER 2908 PAGE 148

ONEIDA COUNTY NEW YORK

QUITCLAIM DEED

THIS INDENTURE, made this 5th day of December 1997, between the UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the provisions of the Defense Base Closure and Realignment Act of 1990, Public Law No. 101-510, as amended (10 U.S.C. § 2687 note), and the Federal Property and Administrative Services Act of 1949 (40 U.S.C. § 484), as amended, and regulations and orders promulgated thereunder, GRANTOR, and the COUNTY OF ONEIDA, of the State of New York, having its office at Utica, New York, GRANTEE.

WITNESSETH:

WHEREAS, the GRANTEE, by deed dated April 23, 1942, recorded in the office of the Clerk of the County of Oneida in Liber 1027, page 303, of Deeds on July 17, 1942, (the "Deed"), conveyed to the GRANTOR in fee simple absolute certain land therein described (the "Premises"); and

WHEREAS, the Deed contains a provision that in the event the Premises are abandoned as an aviation field by the GRANTOR, they will be reconveyed to the GRANTEE in consideration of One Dollar ($1.00); and

WHEREAS, the GRANTOR is no longer using as an aviation field the premises herein described which are a portion of the Premises (the "Property"), and desires to reconvey the Property to the GRANTEE for the consideration of One Dollar ($1.00); and

WHEREAS, the GRANTEE desires to acquire the Property for such consideration pursuant to Resolution No. 298 adopted by the Oneida County Board of Legislators on July 16, 1997.

NOW, THEREFORE, the GRANTOR, for and in consideration of the sum of ONE Dollar ($1.00), in lawful money of the United States of America, and other good and valuable consideration, the receipt of which is hereby acknowledged, does remise, release, and forever quitclaim unto the GRANTEE, its successors and assigns, subject to the reservations, restrictions, conditions, and exceptions as hereinafter expressed and set out, all the right, title, interest, claim, and demand which GRANTOR has in and to all that certain real property and improvements thereon (collectively, the "Property"), situated in the City of Rome, County of Oneida, State of New York and described as follows:

BEGINNING at a point on the existing westerly highway boundary of Bell Road; said point being South 06°18' East, 3213± feet from the intersection of said highway boundary with the division line between the lands of Oneida County (reputed owner) on the south and the lands of Joseph Norman and Margaret E. Norman (reputed owner) on the northwest;

THENCE continuing South 06° 18' 03" East along said highway boundary, 290.67 feet to a point;

THENCE through the lands of Oneida County (reputed owner) the following eleven (11) courses and distances:

1. South 89°36'54" West, 788.49 feet to a point;
2. North 59°33'07" West, 686.19 feet to a point;
3. North 24°44'05" East, 48.02 feet to a point,
4. North 00°56'32" West, 250.00 feet to a point,
5. North 49°32'46" East, 435.00 feet to a point,
6. South 46°47'02" East, 555.00 feet to a point,
7. South 25°12'52" East, 190.34 feet to a point,
8. South 65°39'11" East, 60.00 feet to a point,
9. South 45°50'03" East, 95.00 feet to a point,
10. South 75°39'18" East, 225.00 feet to a point,
11. North 83°26'23" East, 175.94 feet to the point of beginning.

containing 659,130.9± square feet or 15.131 acres, more or less.

This Property is a portion of the Premises conveyed to the GRANTOR by the GRANTEE by deed dated April 23, 1942, and recorded in the office of the Clerk of the County of Oneida in Liber 1027, page 303, of Deeds on July 17, 1942, pursuant to Resolution No. 176 adopted by the Board of Supervisors of Oneida County on August 13, 1941, and amended pursuant to Resolution No. 92 adopted by the Board of Supervisors of Oneida County on April 15, 1942, and Article IV, Section 50, of the State Law of 1941, Chapter 568.

EXCEPTING THEREFROM all utility systems and components thereof, including without limitation, wires, cables, conduit, pipes, transformers, pumps, switching gear, poles, towers, and appurtenant installations, facilities, and equipment, but excluding those parts of such systems that serve only a particular building or building lot, and that in the practice of public utilities in Oneida County, New York, are usually owned or controlled by individual land owners and not by utility providers, but reserving unto the GRANTOR a right of access to inspect, maintain, repair relocate, remove, and replace the utility systems and parts thereof.

RESERVING UNTO THE GRANTOR a right of access to the Property for purposes of environmental investigation, remedintion, or other corrective action. This reservation includes the right of access to and use of, to the extent permitted by law, available utilities at reasonable cost to the GRANTOR. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of conveyance of the Property, or such access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States and the State of New York and their officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable notice to the GRANTEE or the then owner and any authorized occupant of the property) to enter upon the Property and conduct investigations and surveys, including drillings,

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

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

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

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

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

4. ENVIRONMENTAL COVENANT.

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

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

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

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

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

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

RECEIVED
00 FEB 29 AM 9:35
[illegible]

RECEIVED
FEB 29 2000
[illegible] Assessor's Office

IN WITNESS WHEREOF, the GRANTOR, acting by and through the Secretary of the Air Force, has caused these presents to be duly executed for and in its name and behalf by Albert F. Lowas, Jr., Acting Director, Air Force Base Conversion Agency, who has this 5th day of December 1997, set his hand and seal.

UNITED STATES OF AMERICA
BY ITS SECRETARY OF THE AIR FORCE

BY _____
ALBERT F. LOWAS, JR.
Acting Director
Air Force Base Conversion Agency

Signed and Sealed and Delivered
in the Presence of:

_____

_____

COMMONWEALTH OF VIRGINIA)
) SS
COUNTY OF ARLINGTON)

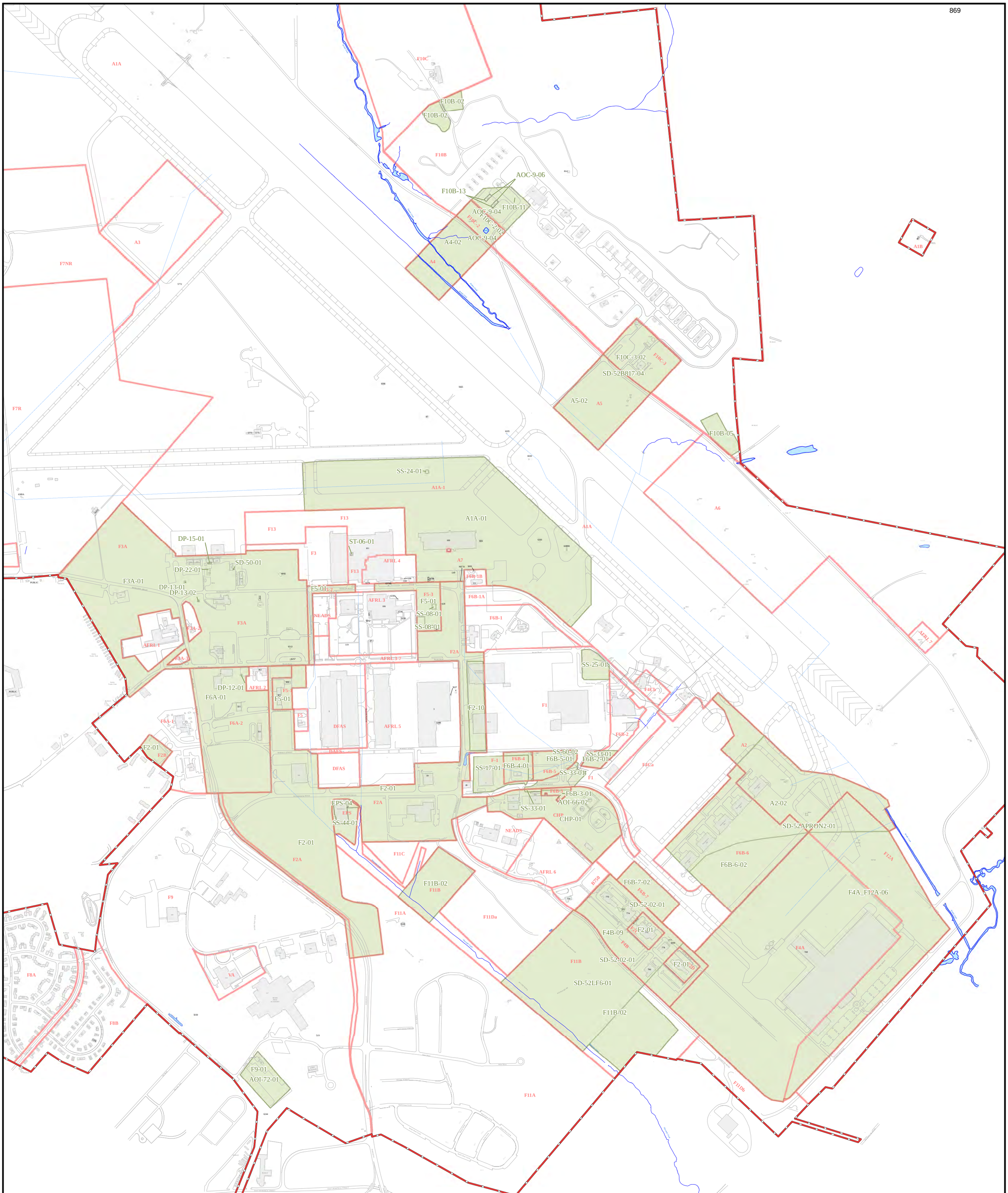
PERSONALLY APPEARED before me, Kathleen A. Ludwig, a Notary Public in and for said county and State, the within named Albert F. Lowas, Jr., to me known and known to be the person described in and who executed the foregoing Quitclaim Deed on behalf of the United States of America, and acknowledged that he, with authority so to do, signed and delivered the foregoing Quitclaim Deed on the day and year therein mentioned as the free act and deed of the United States of America

GIVEN under my hand and official seal and office, this the 5th day of December 1997.

_____
Notary Public, Commonwealth of Virginia
My commission expires: June 30, 2001

LIBER 2908 PAGE 153

APPENDIX B
LAND USE ZONING RESTRICTION, GROUNDWATER RESTRICTIONS, AND SOIL RESTRICTION MAPS
(PROVIDED ON CD)



Base Location

Site Location

NOTES:
This project is the result of digital analyses performed on a variety of databases provided and maintained by several public and private agencies. The accuracy of the information presented is limited to the collective accuracy of this map. However, it is intended for planning purposes only and should not be considered exact. A field inspection and locate is required. FPM Remediations Inc. makes no claims regarding the accuracy of the information depicted herein.

Coordinate System:
NAD 1983 StatePlane New York Central FIPS 3102 Feet
Projection: Transverse Mercator
Datum: North American 1983
Units: Units: Foot US
Service Layer Credits: No credits for this map.
Date Saved: 9/23/2015

Key to Features

- Base Boundary
- Culvert
- Storm Drain
- Surface Water
- Existing Road / Airfield
- Existing Facilities
- Non-Residential Land Use Restriction
- Parcel Boundary

N

Scale
1:9,000
1 inch = 750 feet
0 75 150 300
Meters
0 250 500 1,000
Feet

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FPM Remediations, Inc.

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

Landuse Zoning (Non-Residential)

Deed Restrictions and Land Use and Institutional Controls 2015
Griffiss Business and Technology Park

NEADS
A1A
A3
F7NR
LF-01-01
LF-01-02
F10C-02
F10C-01
F10C
F10B
AOC-9-01
AOC-9-02
F10C-2
AOC-9-01
AOC-9-02
A4
A1B
F10C-3
SD-52B817-02
SD-52B817-01
A5
SS-24-02
A1A-1
A6
LF-03-02
LF-03-01
LF-02-01
LF-02-02
AFRL 7
F13
F3A
F3
F13
AFRL 4
A7
F6B-1B
F5-2
AFRL 3
F5-3
SS-08-02
F6B-1A
NEADS
F6B-1
SS-08-02
AFRL 1
AFRL 3-7
AFRL 2
F5-1
F4Cb
F1
F6A-1
F6A-2
F5
DFAS
AFRL 5
F6B-2
A2
DAFS
DFAS
SS-33-02
F4Ca
SS-33-02
AOI-66-03
APRON1-01
SD-52APRON2-02
APRON2-01
APRON2-12
APRON2-11
SD-52APRON2-03
APRON2-05
APRON2-14
APRON2-04
APRON2-06
B-789-01
F6B-6
F12A
APRON2-03
F2B
F2A
EPS
SS-44-03
CHP
NEADS
F11C
AFRL 6
B750
LF-07-02
LF-07-01
F6B-7
F11A
APRON2-02
APRON2-07
APRON2-08
APRON2-10
F2C
F4B
F4A
F9
SD-52-02-03
F11B
SD-52-02-02
SD-52LF6-02
SD-52LF6-04
F2D
SS-54-01
VA
LF-09-01
LF-09-02
F11A

Base Location

Site Location

NOTES:
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Coordinate System:
NAD 1983 StatePlane New York Central FIPS 3102 Feet
Projection: Transverse Mercator
Datum: North American 1983
Units: Units: Foot US
Service Layer Credits: No credits for this map.
Date Saved: 9/23/2015

Key to Features

- Culvert / Ditch
- Surface Water
- Existing Road / Airfield
- Base Boundary
- Parcel Boundary
- Existing Facilities
- Groundwater Site Restriction
- Landfills - No Intrusive Work

N

Scale
1:9,000
1 inch = 750 feet
0 75 150 300
Meters
0 250 500 1,000
Feet

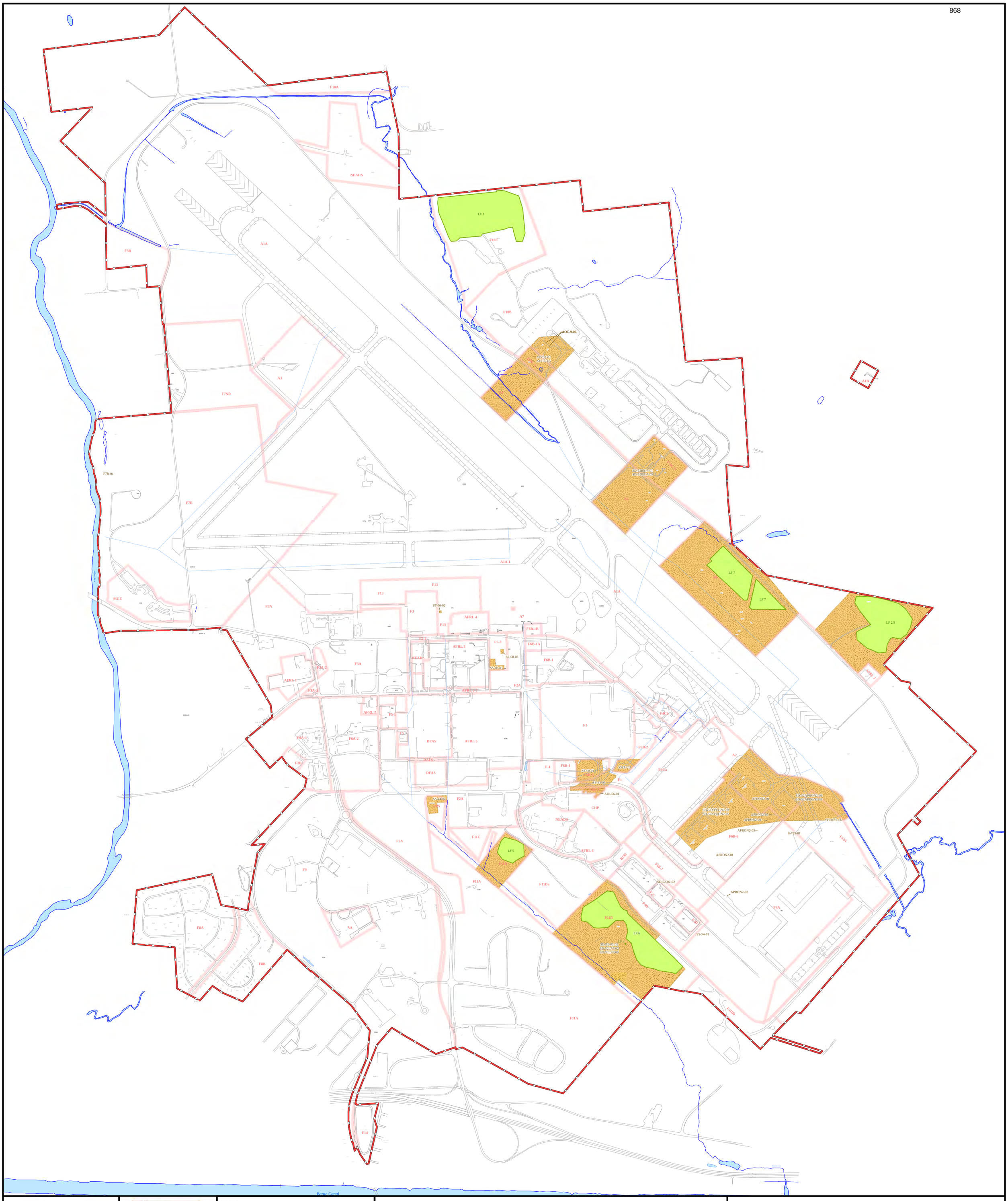
R:\01 - Projects\1015-11-01\05-LUCIC Site Inspections\2015 LUCIC Site Inspections\Projects\2015_GW_Restrict.mxd

FPM Remediations, Inc.

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

Groundwater Restrictions

Deed Restrictions and Land Use and Institutional Controls 2015
Griffiss Business and Technology Park



Base Location

Site Location

NOTES:
This project is the result of digital analyses performed on a variety of databases provided and maintained by several public and private agencies. The accuracy of the information presented is limited to the collective accuracy of this map. However, it is intended for planning purposes only and should not be considered exact. A field inspection and locate is required. FPM Remediations Inc. makes no claims regarding the accuracy of the information depicted herein.

Coordinate System:
NAD 1983 StatePlane New York Central FIPS 3102 Feet
Projection: Transverse Mercator
Datum: North American 1983
Units: Units: Foot US
Service Layer Credits: No credits for this map.
Date Saved: 11/4/2015

Key to Features

- Culvert / Ditch
- Surface Water
- Existing Road / Airfield
- Base Boundary
- Parcel Boundary
- Existing Facility
- Demolished Facility
- Soil - No Intrusive Work
- Relocation Restriction
- Soil Vapor Intrusion (SVI) Evaluation
- At or Below Groundwater (GW) Interface
- SVI Evaluation / Mitigation
- Landfills - No Intrusive Work

N

Scale
1:12,000
1 inch = 1,000 feet
0 75 150 300
Meters
0 250 500 1,000
Feet

R:\01 - Projects\1015-11-01\05-LUCIC Site Inspections\2015 LUCIC Site Inspections\Projects\2015_Soil_Restrict.mxd

FPM Remediations, Inc.

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

Soil Restrictions

Deed Restrictions and Land Use and Institutional Controls 2015
Griffiss Business and Technology Park

APPENDIX C
2018 LUC/IC CONFIRMATION FORMS

LUC/IC Confirmation Form

Bhate Environmental Associates Inc.
445 Union Boulevard
Suite 129
Lakewood, CO 80228
Phone: 720-463-3909
E-mail: knemmers@bhate.com

Attn: Kimberly Nemmers, PE

RE: DP022 Building 222 AOC

LUC/ICs include:

RESTRICTION
Land-use restriction – Industrial/commercial/non-residential

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

_____ I cannot confirm that the above-referenced LUC/ICs are in practice

Please describe below:

_____

_____

Name: Robert Angelicola

Title: Vice President

Company: Roberts Office Interiors

Signature: Robert Angelicola Date: 9/19/18

LUC/IC Confirmation Form

Bhate Environmental Associates Inc.
445 Union Boulevard
Suite 129
Lakewood, CO 80228
Phone: 720-463-3909
E-mail: knemmers@bhate.com

Attn: Kimberly Nemmers, PE

RE: SS033 Coal Storage Yard Area Operable Unit

LUC/ICs include:

RESTRICTION
Land-use restriction – Industrial/commercial/non-residential
Subsurface soil relocation restriction
Groundwater consumption/intrusive work-prior approval

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

_____ I cannot confirm that the above-referenced LUC/ICs are in practice

Please describe below:

_____

_____

Name: Mr. Michael P. Davis II, PE

Company: Griffiss Utility Services Corporation

Signature: Michael P. Davis II Date: 9/21/18

LUC/IC Confirmation Form

Bhate Environmental Associates Inc.
445 Union Boulevard
Suite 129
Lakewood, CO 80228
Phone: 720-463-3909
E-mail: knemmers@bhate.com

Attn: Kimberly Nemmers, PE

RE: SS044 Electrical Power Substation

LUC/ICs include:

RESTRICTION
Land-use restriction – Industrial/commercial/non-residential
Land-use restriction-electrical power substation
Subsurface soil relocation restriction
Groundwater consumption/intrusive work-prior approval

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

_____ I cannot confirm that the above-referenced LUC/ICs are in practice

Please describe below:

_____

_____

Name: Mr. Michael P. Davis II, PE

Company: Griffiss Utility Services Corporation

Signature: Michael P. Davis II Date: 9/21/18

LUC/IC Confirmation Form

Bhate Environmental Associates Inc.
445 Union Boulevard
Suite 129
Lakewood, CO 80228
Phone: 720-463-3909
E-mail: knemmers@bhate.com

Attn: Kimberly Nemmers, PE

RE: AOI66

LUC/ICs include:

RESTRICTION
Land-use restriction – Industrial/commercial/non-residential
Subsurface soil relocation restriction
Groundwater consumption/intrusive work-prior approval

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

_____ I cannot confirm that the above-referenced LUC/ICs are in practice

Please describe below:

_____

_____

Name: Mr. Michael P. Davis II, PE

Company: Griffiss Utility Services Corporation

Signature: Michael P. Davis II Date: 9/21/18

LUC/IC Confirmation Form

Bhate Environmental Associates Inc.
445 Union Boulevard
Suite 129
Lakewood, CO 80228
Phone: 720-463-3909
E-mail: knemmers@bhate.com

Attn: Kimberly Nemmers, PE

RE: SS017 Lot 69 AOC

LUC/ICs include:

RESTRICTION
Land-use restriction – Industrial/commercial/non-residential

✓ 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: ~~Paul D'Aiuto~~ Frank Laubmeier
JHM 10/29/18
Title: ~~Director of Operations~~ Facilities Manager

Company: ~~Birnie Bus Services~~

Signature: _____ Date: 10-24-18

LUC/IC Confirmation Form

Bhate Environmental Associates Inc.
445 Union Boulevard
Suite 129
Lakewood, CO 80228
Phone: 720-463-3909
E-mail: knemmers@bhate.com

Attn: Kimberly Nemmers, PE

RE: SS033 Coal Storage Yard Area Operable Unit

LUC/ICs include:

RESTRICTION
Land-use restriction – Industrial/commercial/non-residential
Groundwater consumption/intrusive work-prior approval
Subsurface soil relocation restriction

Y 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: ~~Paul D'Aiuto~~ Frank Laubmeier
JHM 10/29/18
Title: ~~Director of Operations~~ Facilities Manager

Company: Birnie Bus Service

Signature: _____ Date: 10-29-18

LUC/IC Confirmation Form

Bhate Environmental Associates Inc.
445 Union Boulevard
Suite 129
Lakewood, CO 80228
Phone: 720-463-3909
E-mail: knemmers@bhate.com

Attn: Kimberly Nemmers, PE

RE: SS060 Building 35 AOC

LUC/ICs include:

RESTRICTION
Land-use restriction – Industrial/commercial/non-residential
Subsurface soil relocation restriction

+ 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: ~~Paul D'Aiuto~~ Frank Laubmeier
JHM 10/24/18
Title: ~~Director of Operations~~ Facilities Manager

Company: Birnie Bus Service

Signature: _____ Date: 10-24-18

LUC/IC Confirmation Form

Bhate Environmental Associates Inc.
445 Union Boulevard
Suite 129
Lakewood, CO 80228
Phone: 720-463-3909
E-mail: knemmers@bhate.com

Attn: Kimberly Nemmers, PE

RE: SD052-05 Building 817 Chlorinated Plume area

LUC/ICs include:

RESTRICTION
Soil/groundwater intrusive work-prior approval
Land-use restriction – Industrial/commercial/non-residential
Land-use restriction-protect remedial operations
Groundwater consumption/intrusive work-prior approval
SVI-Evaluation Prior to New Construction or SVI mitigation with new site construction*

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

_____ I cannot confirm that the above-referenced LUC/ICs are in practice

Please describe below:

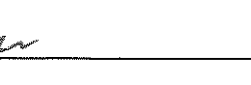
_____

_____

Name: Chad Lawrence

Title: Deputy Commissioner, Department of Aviation

Company: Griffiss International Airport

Signature:  Date: 9-17-2018

*- An additional restriction has been added to the site through the deed. The deed restriction requires a SVI evaluation prior to new construction within the site boundary.

LUC/IC Confirmation Form

Bhate Environmental Associates Inc.
445 Union Boulevard
Suite 129
Lakewood, CO 80228
Phone: 720-463-3909
E-mail: knemmers@bhate.com

Attn: Kimberly Nemmers, PE

RE: SD052-01-SVI Apron 2 Chlorinated Plume Site

LUC/ICs include:

RESTRICTION
Mitigation of any unacceptable risk prior to new construction or change in current use
The slabs of Bldgs. 785 and 786 shall not be compromised without prior written approval from EPA, NYSDEC and the Air Force

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

_____ I cannot confirm that the above-referenced LUC/ICs are in practice

Please describe below:

Name: Chad Lawrence

Title: Deputy Commissioner, Department of Aviation

Company: Griffiss International Airport

Signature: [signature] Date: 9-17-2018

LUC/IC Confirmation Form

Bhate Environmental Associates Inc.
445 Union Boulevard
Suite 129
Lakewood, CO 80228
Phone: 720-463-3909
E-mail: knemmers@bhate.com

Attn: Kimberly Nemmers, PE

RE: SD052-01 Apron 2 Chlorinated Plume Site

LUC/ICs include:

RESTRICTION
Soil/Groundwater intrusive work-prior approval
Land-use restriction-protect remedial operations
Land-use restriction – Industrial/commercial/non-residential
Groundwater consumption/intrusive work-prior approval
SVI Evaluation Prior to New Construction or SVI mitigation with new site construction*

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

_____ I cannot confirm that the above-referenced LUC/ICs are in practice

Please describe below:

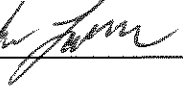
_____

_____

Name: Chad Lawrence

Title: Deputy Commissioner, Department of Aviation

Company: Griffiss International Airport

Signature:  Date: 9-17-2018

*- An additional restriction has been added to the site through the deed (Parcels F11B, F6B-6, F6B-7, F10C-2, F10C-3 Deed (127 ac)). The deed restriction requires a SVI evaluation prior to new construction within the site boundary.

LUC/IC Confirmation Form

Bhate Environmental Associates Inc.
445 Union Boulevard
Suite 129
Lakewood, CO 80228
Phone: 720-463-3909
E-mail: knemmers@bhate.com

Attn: Kimberly Nemmers, PE

RE: LF003 Landfill 7 AOC

LUC/ICs include:

RESTRICTION
Protect integrity of the soil cover
Landfill fencing signage
Adverse aquifer use prohibited
Land-use restriction-protect remedial operations
Groundwater consumption/intrusive work-prior approval
Protect closure/post closure activities

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

_____ I cannot confirm that the above-referenced LUC/ICs are in practice

Please describe below:

_____

_____

Name: Chad Lawrence

Title: Deputy Commissioner, Department of Aviation

Company: Griffiss International Airport

Signature: _____ Date: 9-17-2018

LUC/IC Confirmation Form

Bhate Environmental Associates Inc.
445 Union Boulevard
Suite 129
Lakewood, CO 80228
Phone: 720-463-3909
E-mail: knemmers@bhate.com

Attn: Kimberly Nemmers, PE

RE: LF002 Landfill 2/3 AOC

LUC/ICs include:

RESTRICTION
Protect integrity of the soil cover
Landfill fencing signage
Adverse aquifer use prohibited
Land-use restriction-protect remedial operations
Groundwater consumption/intrusive work-prior approval
Protect closure/post closure activities

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

_____ I cannot confirm that the above-referenced LUC/ICs are in practice

Please describe below:

_____

_____

Name: Chad Lawrence

Title: Deputy Commissioner, Department of Aviation

Company: Griffiss International Airport

Signature: Chad Lawrence Date: 9-17-2018

LUC/IC Confirmation Form

Bhate Environmental Associates Inc.
445 Union Boulevard
Suite 129
Lakewood, CO 80228
Phone: 720-463-3909
E-mail: knemmers@bhate.com

Attn: Kimberly Nemmers, PE

RE: LF001 Landfill 1 AOC

LUC/ICs include:

RESTRICTION
Protect integrity of the soil cover
Landfill fencing signage
Adverse aquifer use prohibited
Land-use restriction-protect remedial operations
Groundwater consumption/intrusive work-prior approval
Protect closure/post closure activities

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

_____ I cannot confirm that the above-referenced LUC/ICs are in practice

Please describe below:

_____

_____

Name: Chad Lawrence

Title: Deputy Commissioner, Department of Aviation

Company: Griffiss International Airport

Signature:  Date: 9-12-2018

LUC/IC Confirmation Form

Bhate Environmental Associates Inc.
445 Union Boulevard
Suite 129
Lakewood, CO 80228
Phone: 720-463-3909
E-mail: knemmers@bhate.com

Attn: Kimberly Nemmers, PE

RE: SS062 AOC-9

LUC/ICs include:

RESTRICTION
No occupancy restriction or Buildings 912 and 913
Soil/groundwater intrusive work-prior approval
Land-use restriction – Industrial/commercial/non-residential
Land-use restriction-protect remedial operations
Groundwater consumption/intrusive work-prior approval
SVI-Evaluation Prior to New Construction or SVI mitigation with new site construction*

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

_____ I cannot confirm that the above-referenced LUC/ICs are in practice

Please describe below:

_____

_____

Name: Chad Lawrence

Title: Deputy Commissioner, Department of Aviation

Company: Griffiss International Airport

Signature: Chad Lawrence Date: 9-17-2018

*- An additional restriction has been added to the site through the deed. The deed restriction requires a SVI evaluation prior to new construction within the site boundary.

LUC/IC Confirmation Form

Bhate Environmental Associates Inc.
445 Union Boulevard
Suite 129
Lakewood, CO 80228
Phone: 720-463-3909
E-mail: knemmers@bhate.com

Attn: Kimberly Nemmers, PE

RE: Griffiss Land Development Corporation Sites

LUC/ICs include:

SITE(s)	RESTRICTION
SS062 AOC 9; SS054 Building 781 Petroleum Spill Site; SD052-02 Building 775 Chlorinated Plume Site; SD052-05 Building 817 Chlorinated Plume Site; SS067 Building 789	Soil/Groundwater intrusive work-prior approval
LF007-Landfill 5 AOC; LF009 Landfill 6 AOC; SD052-04 Landfill 6 Chlorinated Plume Site; SS008 Building 112 AOC; SS054 Building 781; SS067 Building 789	Groundwater consumption-prior approval
LF007-Landfill 5 AOC; LF009 Landfill 6 AOC; SD052-04 Landfill 6 Chlorinated Plume Site	Adverse aquifer use prohibited
SS062 AOC 9; LF009 Landfill 6 AOC; SD052-04 Landfill 6 Chlorinated Plume Site; SD052-02 Building 775 Chlorinated Plume Site; SD052-05 Building 817 Chlorinated Plume Site	Land-use restriction-protect remedial operations
SS062 AOC 9; LF007-Landfill 5 AOC; SS025 Site T-9; ST006 Building 101 AOC; SS008 Building 112 AOC; SD052-05 Building 817 Chlorinated Plume Site	Land-use restriction – Industrial/commercial/non-residential
SD052-02 Building 775 Chlorinated Plume Site; SD052-05 Building 817 Chlorinated Plume Site; SS062 AOC 9	Groundwater consumption/intrusive work-prior approval
SS062 AOC 9; ST006 Building 101 AOC; SD052-05 Building 817 Chlorinated Plume Site	SVI Evaluation Prior to New Construction
SS062 AOC 9	No occupancy at Buildings 912 and 913**
LF007-Landfill 5 AOC; LF009 Landfill 6 AOC; SD052-04 Landfill 6 Chlorinated Plume Site	Protect Closure/Post Closure Activities
LF007-Landfill 5 AOC; LF009 Landfill 6 AOC; SD052-04 Landfill 6 Chlorinated Plume Site	Protect integrity of soil cover
LF007-Landfill 5 AOC; LF009 Landfill 6 AOC; SD052-04 Landfill 6 Chlorinated Plume Site	Landfill signage
SS008 Building 112 AOC	Subsurface soil relocation restriction

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

_____ I cannot confirm that the above-referenced LUC/ICs are in practice

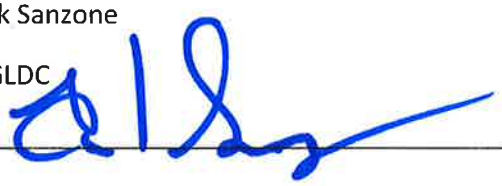
Please describe below:

_____

_____

Name: Frank Sanzone

Company: GLDC

Signature:  Date: 9/21/2018

LUC/IC Confirmation Form

Bhate Environmental Associates Inc.
445 Union Boulevard
Suite 129
Lakewood, CO 80228
Phone: 720-463-3909
E-mail: knemmers@bhate.com

Attn: Kimberly Nemmers, PE

RE: SD052-02-SVI Bldg. 775 Chlorinated Plume

LUC/ICs include:

RESTRICTION
Mitigation of any unacceptable risk prior to new construction or change in current use
The slabs of Bldgs. 774 and 776 shall not be compromised without prior written approval from EPA, NYSDEC and the Air Force

✓ 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: Frank Sanzone,

Company: GLDC

Signature: _____ Date: 9/21/2018

APPENDIX D
DIG SAFELY NEW YORK DIG PERMIT REQUESTS – NOVEMBER 2017 THROUGH OCTOBER 2018

Dig Safely New York Dig Permit Requests - November 2017 through October 2018

Year	Month	Day	Ticket	Affected Parcel 1	Affected Parcel 2	Affected Parcel 3	Affected Parcel 4	Deed Restriction(s)	Comments	Contact	Company Name	Street	City	State	Zip	Phone Number	Cell Phone
2017	11	3	10307-542-208	A1A				No land-use restrictions.	Cleared	Mark Schumacher	CME Associates Inc	6035 Corporate Drive	East Syracuse	NY	13057	315-701-0522	
2017	11	4	11017-145-005	Mowhawk Glen Club				No land-use restrictions.	Cleared	Frank Sanzone	Griffiss Local Development Corporation	584 Phoenix Drive	Rome	NY	13441	315-338-0393	
2017	11	6	11067-184-012	F4B	F2C			Land use restriction - industrial/commercial/non-residential. Soil/groundwater intrusive work - prior approval. Groundwater consumption/intrusive work - prior approval. Land use restriction - protect remedial operations. Subsurface soil relocation restriction.	Cleared with Comments	Morgan Ribble	NYEG Drilling	5664 Mud Hill Road	Brewerton	NY	13029	315-752-0110	
2017	11	15	11097-074-007	F10B				Land use restriction – industrial/commercial/non-residential. Land use restriction – protect remedial operations. Soil/groundwater intrusive work – prior approval. Groundwater consumption – prior approval. SVI evaluation prior to site construction. No occupancy restriction for Buildings 912 and 913 prior to SVI evaluation.	Cleared with Comments	Charles Peck	Peck Property Maintenance	6202 Munns Road	Oriskany Falls	NY	13425	315-292-3087	
2017	11	20	11157-542-116	F3A				Land use restriction – industrial/commercial/non-residential.	Cleared with Comments	Steve Monk	EMI Guide Rail	693 River Road	Schenectady	NY	12306	518-887-2030	
2017	12	5	11287-145-047	F9				No land-use restrictions.	Cleared	Jon Oakes	Bolands Excavating & Topsoil	1403 Milburn Drive	Conklin	NY	13748	607-775-5030	
2017	12	4	11297-132-021	NEADS				No land-use restrictions.	Cleared	Andy Hoffman	Daman Construction Group	8142 Passer Road	Blossvale	NY	13308	315-337-3367	
2017	12	6	11307-145-013	F3A				Land use restriction – industrial/commercial/non-residential.	Cleared with Comments	Dustin McNeil	Bhate Environmental	445 Union Boulevard, Suite 129	Lakewood	CO	80228	303-597-2450	
2017	12	14	12117-145-0088	F2A				Land use restriction – industrial/commercial/non-residential. Groundwater consumption – prior approval. Soil/groundwater intrusive work – prior approval. Subsurface soil relocation restriction.	Cleared with Comments	Todd Robinson	Rome Labs Civil Engineering	150 Electronics Parkway	Rome	NY	13441	315-330-4085	
2017	12	19	12147-198-011	F10B				Land use restriction – industrial/commercial/non-residential. Land use restriction – protect remedial operations. Soil/groundwater intrusive work – prior approval. Groundwater consumption – prior approval. SVI evaluation prior to site construction. No occupancy restriction for Buildings 912 and 913 prior to SVI evaluation.	Cleared with Comments	Charles Peck	Peck Property Maintenance	6202 Munns Road	Oriskany Falls	NY	13425	315-292-3087	
2018	4	5	04028-547-038	F5	F2A			Land use restriction - industrial/commercial/non-residential. Groundwater consumption/intrusive work - prior approval. Land use restriction - industrial/commercial/non-residential. Groundwater consumption - prior approval. Soil/groundwater intrusive work - prior approval. Subsurface soil relocation restriction. Land use restriction - protect remedial operations.	Cleared with Comments	Bryan Reles	CME Associates Inc	6035 Corporate Drive	East Syracuse	NY	13057	315-701-0522	315-679-2472
2018	4	9	04028-542-183	A1A				No land-use restrictions.	Cleared	Greg Genco	S J B Services Inc	5167 South Park Avenue	Hamburg	NY	14075	716-649-8110	716-997-5996
2018	4	25	04028-120-006	F4B				Soil/groundwater intrusive work - prior approval. Land use restriction - commercial/industrial/non-residential. Groundwater consumption - prior approval. Land use restriction - protect remedial operations.	Cleared with Comments	Barry Soulia	Griffiss Utility Services	410 Phoenix Drive	Rome	NY	13441	315-838-4872	
2018	4	25	04208-120-007	F6A	AFRL 2			No land-use restrictions.	Cleared	Barry Soulia	Griffiss Utility Services	410 Phoenix Drive	Rome	NY	13441	315-838-4872	
2018	4	26	04238-071-050	F4B	F6B-7			Soil/groundwater intrusive work - prior approval. Land use restriction - commercial/industrial/non-residential. Groundwater consumption - prior approval. Land use restriction - protect remedial operations. Adverse aquifer use prohibited. Subsurface soil relocation restriction. SVI Evaluation prior to new site construction or SVI mitigation with new site construction.	Cleared with Comments	Frank Sanzone	Griffiss Local Development Corporation	584 Phoenix Drive	Rome	NY	13441	315-338-0393	
2018	5	4	05018-134-035	F10B				Land use restriction – industrial/commercial/non-residential. Land use restriction – protect remedial operations. Soil/groundwater intrusive work – prior approval. Groundwater consumption – prior approval. SVI evaluation prior to site construction. No occupancy restriction for Buildings 912 and 913 prior to SVI evaluation.	Cleared with Comments	Mike Jenny	Deployed Resources	164 McPike Road	Rome	NY	13441	315-281-0039	
2018	5	4	05018-541-001	F4B	F6B-7			Soil/groundwater intrusive work - prior approval. Land use restriction - commercial/industrial/non-residential. Groundwater consumption - prior approval. Land use restriction - protect remedial operations. Adverse aquifer use prohibited. Subsurface soil relocation restriction. SVI Evaluation prior to new site construction or SVI mitigation with new site construction.	Cleared with Comments	Chris Jacobs	Jacobs Land Surveying	PO Box 134	Munnsville	NY	13409	315-264-8411	
2018	5	7	05028-183-033	F4B	F6B-7			Soil/groundwater intrusive work - prior approval. Land use restriction - commercial/industrial/non-residential. Groundwater consumption - prior approval. Land use restriction - protect remedial operations. Adverse aquifer use prohibited. Subsurface soil relocation restriction. SVI Evaluation prior to new site construction or SVI mitigation with new site construction.	Cleared with Comments	Frank Sanzone	Griffiss Local Development Corporation	584 Phoenix Drive	Rome	NY	13441	315-338-0393	

Dig Safely New York Dig Permit Requests - November 2017 through October 2018

Year	Month	Day	Ticket	Affected Parcel 1	Affected Parcel 2	Affected Parcel 3	Affected Parcel 4	Deed Restriction(s)	Comments	Contact	Company Name	Street	City	State	Zip	Phone Number	Cell Phone
2018	5	7	05028-185-041	F3A				Land use restriction – industrial/commercial/non-residential.	Cleared with Comments	Barry Soulia	Griffiss Utility Services	410 Phoenix Drive	Rome	NY	13441	315-723-2100	
2018	5	10	05078-074-034	F4B				Soil/groundwater intrusive work – prior approval. Land use restriction –commercial/industrial/non-residential. Groundwater consumption – prior approval. Land use restriction – protect remedial operations.	Cleared with Comments	Frank Sanzone	Griffiss Local Development Corporation	584 Phoenix Drive	Rome	NY	13441	315-338-0393	
2018	5	10	05078-225-040	F2A				Land use restriction – industrial/commercial/non-residential. Groundwater consumption – prior approval. Soil/groundwater intrusive work – prior approval. Subsurface soil relocation restriction.	Cleared with Comments	Frank Sanzone	Griffiss Local Development Corporation	584 Phoenix Drive	Rome	NY	13441	315-338-0393	
2018	5	18	05188-196-037	F2A				Land use restriction – industrial/commercial/non-residential Groundwater consumption – prior approval Soil/groundwater intrusive work – prior approval Subsurface soil relocation restriction Land use restriction – protect remedial operations Land use restriction - Electrical Power Substation	Cleared with Comments	MICHAEL DAVIS	GRIFFISS UTILITY SERVICES	410 Phoenix Drive	Rome	NY	13441	315-838-4872	
2018	5	31	05318-074-066	F2A	F1			Land use restriction – industrial/commercial/non-residential Groundwater consumption – prior approval Soil/groundwater intrusive work – prior approval Subsurface soil relocation restriction Land use restriction – protect remedial operations Land use restriction - Electrical Power Substation	Cleared with Comments	Brian Palmer	JK Tobin	5146 JAMESVILLE RD	Jamesville	NY	13078	315-446-1480	
2018	6	7	06068-145-034	F2A	F1			Land use restriction – industrial/commercial/non-residential Groundwater consumption – prior approval Soil/groundwater intrusive work – prior approval Subsurface soil relocation restriction Land use restriction – protect remedial operations Land use restriction - Electrical Power Substation	Cleared with Comments	Elliot Ciotti	Tent All Rent All	PO Box 184	Westmoreland	NY	12490	315-922-7442	
2018	6	7	06068-199-006	F2A	F1			Land use restriction – industrial/commercial/non-residential Groundwater consumption – prior approval Soil/groundwater intrusive work – prior approval Subsurface soil relocation restriction Land use restriction – protect remedial operations Land use restriction - Electrical Power Substation	Cleared with Comments	Wendy MacGlaughlin		80 Otis Street	Rome	NY	13442	315-339-5268	
2018	6	21	06218-198-050	F2A				Land use restriction – industrial/commercial/non-residential Groundwater consumption – prior approval Soil/groundwater intrusive work – prior approval Subsurface soil relocation restriction Land use restriction – protect remedial operations Land use restriction - Electrical Power Substation	Cleared with Comments	Brian Palmer	JK Tobin	5146 JAMESVILLE RD	Jamesville	NY	13078	315-446-1480	
2018	6	27	06278-542-178	F2C	F4B			(F2C) Land-use restriction - industrial/commercial/non-residential/protect remedial operations. Soil/groundwater work - prior approval. Groundwater consumption - prior approval. (F4B) Soil/groundwater intrusive work– prior approval. Land use restriction –commercial/industrial/non-residential. Groundwater consumption – prior approval. Land use restriction – protect remedial operations.	Cleared with Comments	Louise Shipano	LP Trucking and Excavating	8290 Gore Rd	Rome	NY	13440	315-338-7835	
2018	7	2	07028-542-113	F10C-2	A1A	F4CA	F11B	(F10C-2)No contact with subsurface soils at or below the groundwater table. Land-use restriction - industrial/commercial/non-residential. Adverse aquifer use prohibited. Protect closure/post closure activities. Landfill fencing/signage. Groundwater consumption - prior approval. Soil/groundwater intrusive work - prior approval. Protect integrity of soil cover. SVI evaluation prior to site construction or SVI mitigation with new site construction. Land-use restriction - protect remedial operations. No occupancy restriction for Buildings 912 and 913 prior to SVI evaluation. (A1A) No land-use restrictions (F4CA) No land-use restrictions (F11B) Land use restriction - protect remedial operations. Land use restriction - industrial/commercial/non-residential. Protect closure/post closure activities. Landfill fencing signage. SVI evaluation prior to site construction or SVI mitigation with new construction. Groundwater consumption - prior approval. Adverse aquifer use prohibited. Soil/groundwater intrusive work - prior approval. Protect integrity of soil cover.	Cleared with Comments	Jeff Lyon	NYEG Drilling	5664 Mud Hill Road	Brewerton	NY	13029	(315) 752 - 0110	(315) 752 - 0110
2018	7	6	07068-184-051	NEADS				No land-use restrictions.	Cleared with Comments	Jeremy Campau	Adirondack Valley Builders	5833 Number 4 Road	Lowville	NY	13367	315-376-6236	315-771-4348

Dig Safely New York Dig Permit Requests - November 2017 through October 2018

Year	Month	Day	Ticket	Affected Parcel 1	Affected Parcel 2	Affected Parcel 3	Affected Parcel 4	Deed Restriction(s)	Comments	Contact	Company Name	Street	City	State	Zip	Phone Number	Cell Phone
2018	7	9	07098-542-422	F5	F2A			(F5) Land use restriction - industrial/commercial/non-residential, Groundwater consumption/intrusive work - prior approval, Subsurface soil relocation restriction, SVI evaluation prior to site construction. (F2A) Land use restriction – industrial/commercial/non-residential, Groundwater consumption – prior approval, Soil/groundwater intrusive work – prior approval, Subsurface soil relocation restriction, Land use restriction – protect remedial operations, Land use restriction - Electrical Power Substation	Cleared with Comments	Mark Schumacher	CME Associates Inc	6035 Corporate Drive	East Syracuse	NY	13057	315-701-0522	
2018	7		07278-225-030	F1				Subsurface soil relocation restriction. Groundwater consumption/intrusive work - prior aproval. Land use restriction - industrial/commercial/non-residential.	Cleared with Comments	Patty Launders	Industrial Contracting	914 Emerson Avenue	Syracuse	NY	13204	315-472-8781	315-472-8781
2018	8	1	08018-186-101	F2A				Land use restriction – industrial/commercial/non-residential Groundwater consumption – prior approval Soil/groundwater intrusive work – prior approval Subsurface soil relocation restriction Land use restriction – protect remedial operations Land use restriction - Electrical Power Substation	Cleared with Comments	Dan Brunal	Brunal Custom Homes	7473 COLEMAN MILLS RD	Rome	NY	13440	315-337-5366	315-337-5366
2018	8	3	08038-190-026	F10B				Land use restriction – industrial/commercial/non-residential. Land use restriction – protect remedial operations. Soil/groundwater intrusive work – prior approval. Groundwater consumption – prior approval. SVI evaluation prior to site construction. No occupancy restriction for Buildings 912 and 913 prior to SVI evaluation.	Cleared with Comments	Charles Peck	Peck Property Maintenance	6202 Munns Road	Oriskany Falls	NY	13425	315-292-3087	315-292-3087
2018	8	6	08068-152-038	F4B				Soil/groundwater intrusive work – prior approval. Land use restriction –commercial/industrial/non-residential. Groundwater consumption – prior approval. Land use restriction – protect remedial operations.	Cleared with Comments	Andy Hoffman	Daman Construction Group	8142 Passer Road	Blossvale	NY	13308	315-337-3367	
2018	8	6	08068-152-039	F3A				Land use restriction – industrial/commercial/non-residential.	Cleared with Comments	Andy Hoffman	Daman Construction Group	8142 Passer Road	Blossvale	NY	13308	315-337-3367	
2018	8	10	08108-145-069	A1A				No land-use restrictions.	Cleared with Comments	Bill Schrader		1600 Genesse Street	Utica	NY	13502	315-601-7640	
2018	8	14	08148-186-016	F2C	F4B			(F2C) Land-use restriction - industrial/commercial/non-residential/protect remedial operations. Soil/groundwater work - prior approval. Groundwater consumption - prior approval. (F4B) Soil/groundwater intrusive work– prior approval. Land use restriction –commercial/industrial/non-residential. Groundwater consumption – prior approval. Land use restriction – protect remedial operations.	Cleared with Comments	Don Walker	Olneys Flowers	2002 North James Street	Rome	NY	13440	315-339-6000	315-225-0175
2018	8	27	08278-542-227	F4B				Soil/groundwater intrusive work – prior approval. Land use restriction –commercial/industrial/non-residential. Groundwater consumption – prior approval. Land use restriction – protect remedial operations.	Cleared with Comments	Jeff Lyon	NYEG Drilling	5664 Mud Hill Road	Brewerton	NY	13029	315-752-0110	315-752-0110
2018	8	29	08298-198-062	F2A				Land use restriction – industrial/commercial/non-residential Groundwater consumption – prior approval Soil/groundwater intrusive work – prior approval Subsurface soil relocation restriction Land use restriction – protect remedial operations Land use restriction - Electrical Power Substation	Cleared with Comments	Otto Mitchell	Zeilinski Asphalt	4989 NY RT 12B	Oriskany Falls	NY	13425	315-306-4059	315-306-4059
2018	9	5	09058-900-048	AFRL 6				No land-use restrictions.	Cleared with Comments	Michael Davis	Griffiss Utility Services	410 Phoenix Drive	Rome	NY	13441	315-818-4872	
2018	9	6	09068-074-045	F10C-2				(F10C-2)No contact with subsurface soils at or below the groundwater table. Land-use restriction - industrial/commercial/non-residential. Adverse aquifer use prohibited. Protect closure/post closure activities. Landfill fencing/signage. Groundwater consumption - prior approval. Soil/groundwater intrusive work - prior approval. Protect integrity of soil cover. SVI evaluation prior to site construction or SVI mitigation with new site construction. Land-use restriction - protect remedial operations. No occupancy restriction for Buildings 912 and 913 prior to SVI evaluation.	Cleared with Comments	Jen Rommel	Brady Fence Company	637 NY RT 8	Cold Brook	NY	13324	315-826-7883	315-525-1122

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Year	Month	Day	Ticket	Affected Parcel 1	Affected Parcel 2	Affected Parcel 3	Affected Parcel 4	Deed Restriction(s)	Comments	Contact	Company Name	Street	City	State	Zip	Phone Number	Cell Phone
2018	9	6	09068-184-034	F2A	F5			(F2A)Land use restriction – industrial/commercial/non-residential Groundwater consumption – prior approval Soil/groundwater intrusive work – prior approval Subsurface soil relocation restriction. (F5) Land use restriction - industrial/commercial/non-residential, Groundwater consumption/intrusive work - prior approval, Subsurface soil relocation restriction, SVI evaluation prior to site construction. Land use restriction – protect remedial operations Land use restriction - Electrical Power Substation	Cleared with Comments	Cory Leitz	Earth Works Unlimited Inc.	162 MacIntyre Road	Frankfort	NY	13340	315-732-6449	315-795-9255
2018	9	17	09178-071-029	A1A				No land-use restrictions.	Cleared with Comments	Lance Palmisano	FRED A NUDD CORPORATION	1743 NY RT 104	Ontario	NY	14519	315-524-2531	315-524-2531
2018	9	18	09188-071-025	F3A				Land use restriction – industrial/commercial/non-residential.	Cleared with Comments	Paul Miller	Millers Landscaping	6741 Happy Valley Road	Verona	NY	13478	315-338-8648	315-338-8648
2018	9	19	09198-139-034	F2A				Land use restriction – industrial/commercial/non-residential Groundwater consumption – prior approval Soil/groundwater intrusive work – prior approval Subsurface soil relocation restriction Land use restriction – protect remedial operations Land use restriction - Electrical Power Substation	Cleared with Comments	Bette Thomas	Oneida County Rural Telephone	9560 Main Street	Holland Patent	NY	13354	315-865-3216	
2018	9	20	09208-196-028	F2A	F5			(F2A)Land use restriction – industrial/commercial/non-residential Groundwater consumption – prior approval Soil/groundwater intrusive work – prior approval Subsurface soil relocation restriction. (F5) Land use restriction - industrial/commercial/non-residential, Groundwater consumption/intrusive work - prior approval, Subsurface soil relocation restriction, SVI evaluation prior to site construction. Land use restriction – protect remedial operations Land use restriction - Electrical Power Substation	Cleared with Comments	Cory Leitz	Earth Works Unlimited Inc.	162 MacIntyre Road	Frankfort	NY	13340	315-732-6449	315-795-9255
2018	9	25	09258-196-048	F2C				Land-use restriction - industrial/commercial/non-residential/protect remedial operations. Soil/groundwater work - prior approval. Groundwater consumption - prior approval.	Cleared with Comments	DON WALKER	OLNEYS FLOWERS	2002 N JAMES ST	Rome	NY	13440	315-339-6000	315-225-0175
2018	10	3	10038-542-261	F12A	A2	F4A	F6B-6	(F4A/F12A) Soil/groundwater intrusive work – prior approval, Groundwater consumption – prior approval, Adverse aquifer use prohibited, Land use restriction – industrial/ commercial/non-residential, Land use restriction – protect remedial operations, SVI evaluation prior to site construction or SVI mitigation with new site construction(F6B-6) Land use restriction – industrial/commercial/non-residential, Adverse aquifer use prohibited, Groundwater consumption – prior approval, Soil/groundwater intrusive work – prior approval, Subsurface soil relocation restriction, SVI evaluation prior to site construction or SVI mitigation with new site construction, Land use restriction – protect remedial operations (A2) Groundwater consumption - prior approval. Land-use restriction - industrial/commercial/non-residential/protect remedial operations. Soil/groundwater intrusive work - prior approval. SVI evaluation prior to site construction or SVI mitigation with new site construction or SVI mitigation with new site construction.	Cleared with Comments	Jeff Lyon	NYEG Drilling	5664 Mud Hill Road	Brewerton	NY	13029	315-752-0110	315-752-0110
2018	10	3	10038-199-026	F10B				Land use restriction – industrial/commercial/non-residential. Land use restriction – protect remedial operations. Soil/groundwater intrusive work – prior approval. Groundwater consumption – prior approval. SVI evaluation prior to site construction. No occupancy restriction for Buildings 912 and 913 prior to SVI evaluation.	Cleared with Comments	Jeff Rommel	Brady Fence Company	637 NY RT 8	Cold Brook	NY	13324	315-525-1122	315-525-1122
2018	10	4	10048-148-042	F10B				Land use restriction – industrial/commercial/non-residential. Land use restriction – protect remedial operations. Soil/groundwater intrusive work – prior approval. Groundwater consumption – prior approval. SVI evaluation prior to site construction. No occupancy restriction for Buildings 912 and 913 prior to SVI evaluation.	Cleared with Comments	Charles Peck	Peck Property Maintenance	6202 Munns Road	Oriskany Falls	NY	13425	315-292-3087	

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2018	10	11	10118-139-024	F2A				Land use restriction – industrial/commercial/non-residential Groundwater consumption – prior approval Soil/groundwater intrusive work – prior approval Subsurface soil relocation restriction Land use restriction – protect remedial operations Land use restriction - Electrical Power Substation	Cleared with Comments	GREG HATZINGER	Rommel Fence, LLC	PO BOX 367	Poland	NY	13431	315-826-3758	315-334-6731
2018	10	23	10238-134-058	A7				No land-use restrictions.	Cleared with Comments	Todd Robinson	Rome Labs Civil Engineering	150 Electronics Parkway	Rome	NY	13441	315-330-4085	
2018	10	24	10248-178-016	F2A				Land use restriction – industrial/commercial/non-residential Groundwater consumption – prior approval Soil/groundwater intrusive work – prior approval Subsurface soil relocation restriction Land use restriction – protect remedial operations Land use restriction - Electrical Power Substation	Cleared with Comments	Paul Miller	Millers Landscaping	6741 Happy Valley Road	Verona	NY	13478	315-338-8648	315-338-8648
2018	10	25	10258-163-016	F2A				Land use restriction – industrial/commercial/non-residential Groundwater consumption – prior approval Soil/groundwater intrusive work – prior approval Subsurface soil relocation restriction Land use restriction – protect remedial operations Land use restriction - Electrical Power Substation	Cleared with Comments	Daniel Knuth	Gardenia Design	10703 Miller Road	Utica	NY	13502	315-732-1901	315-794-2305
2018	10	31	10258-163-016	F2A				Land use restriction – industrial/commercial/non-residential Groundwater consumption – prior approval Soil/groundwater intrusive work – prior approval Subsurface soil relocation restriction Land use restriction – protect remedial operations Land use restriction - Electrical Power Substation	Cleared with Comments	Frank Sanzone	Griffiss Local Development Corporation	584 Phoenix Drive	Rome	NY	13441	315-338-0393	