



ONEIDA COUNTY – STATE OF NEW YORK
 MARY FINEGAN COUNTY CLERK
 800 PARK AVENUE, UTICA, NEW YORK 13501

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



INSTRUMENT #: R2024-000510

Receipt#: 20241215247
 Clerk: MB
 Rec Date: 04/25/2024 02:59:16 PM
 Doc Grp: MR
 Descrip: EASEMENT
 Num Pgs: 14

Party1: ONEIDA COUNTY INDUSTRIAL
 DEVELOPMENT AGENCY
 Party2: NEW YORK STATE PEOPLE OF
 Town: ROME

Recording:

Cover Page	20.00
Number of Pages	70.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 115.00

Transfer Tax	
Transfer Tax	0.00

Sub Total: 0.00

Total: 115.00

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

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

Transfer Tax #: 4656

Transfer Tax

Consideration: 0.00

Total: 0.00

Record and Return To:

SAUNDERS KAHLER LLP
 185 GENESEE ST SUITE 1400
 UTICA NEW YORK 13501

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.

Mary Finegan
 Oneida County Clerk

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

THIS INDENTURE made this 22nd day of April, 2024, between Owner(s) Oneida County Industrial Development Agency (the "Grantor Fee Owner"), having an address of 584 Phoenix Drive, Rome, New York 13441, and Rome Community Brownfield Restoration Corporation (the "Grantor Beneficial Owner"), having an address of 584 Phoenix Drive, Rome, New York 13441, (the Grantor Fee Owner and the Grantor Beneficial Owner being, collectively, the "Grantor"), and The People of the State of New York (the "Grantee"), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, is the owner of real property located at the address of Henry Street in the City of Rome, County of Oneida and State of New York, known and designated on the tax map of the County of Oneida as tax map parcel numbers: Section 242.000 Block 1 Lot 7.1 and Section 242.000 Block 1 Lot 54.1, being the same as that property conveyed to Grantor Fee Owner by deed dated June 20, 2008 and recorded on July 24, 2008 in the Oneida County Clerk's Office as Instrument No. 2008-012510. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 49.639 acres, and is hereinafter more fully described in the Land Title Survey dated April 19, 2022 and last revised on August 19, 2022 prepared by James S. Thew of Thew Associates, Land Surveyors which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

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EASEMENT
14 Pages
Mary Finegan, Oneida County Clerk

Clerk: MB

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WHEREAS, Grantor Beneficial Owner is the beneficial owner of the Controlled Property by virtue of the terms and provisions of that certain First Amended and Restated Lease Agreement dated as of September 1, 2022 by and between Grantor Fee Owner and Grantor Beneficial Owner, a memorandum of which was recorded on September 19, 2022 in the Oneida County Clerk's Office as Instrument No. R2022-001297; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Consent Order Index # CO 6-20220801-37, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

Commercial use as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial use as described in 6 NYCRR Part 375-1.8(g)(2)(iv)

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Oneida County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential or Restricted-Residential uses as defined in 6 NYCRR 375-1.8(g)(2)(i) and (ii), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:
(i) are in-place;
(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to: Site Numbers: E633073 and 633073
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to: Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.
8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.
9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.
10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.
11. Consistency with the SMP. To the extent there is any conflict or inconsistency between the terms of this Environmental Easement and the SMP, regarding matters specifically addressed by the SMP, the terms of the SMP will control.

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County: Oneida Site Nos: E 633073 and 633073 Consent Order Index # CO 6-20220801-37

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

Oneida County Industrial Development Agency

By: *David C. Grow*

Print Name: DAVID C. GROW

Title: Chairman Date: 9/16/22

Grantor Fee Owner's Acknowledgment

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

On the 16 day of September, in the year 2022, 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(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Debra Laughinghouse
Notary Public - State of New York

DEBRA LAUGHINGHOUSE
Notary Public, State of New York
Registration No. 01LA6402362
Qualified in Oneida County
Commission Expires: 12/30/2023

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

Rome Community Brownfield Restoration Corporation

By: Roberto Angelica

Print Name: Roberto G Angelica

Title: PRESIDENT Date: 9/9/2022

Grantor Beneficial Owner's Acknowledgment

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

On the 9 day of September, in the year 2022, before me, the undersigned, personally appeared Roberto Angelica, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Debra Laughinghouse
Notary Public - State of New York

DEBRA LAUGHINGHOUSE
Notary Public, State of New York
Registration No. 01LA6402362
Qualified in Oneida County
Commission Expires: 12/30/2023

THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

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

Grantee's Acknowledgment

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

On the 22nd day of April, in the year 2024, before me, the undersigned, personally appeared Andrew Guglielmi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Cheryl A. Salem
Notary Public - State of New York

Cheryl A. Salem
Notary Public State of New York
Registration No. 01SA0002177
Qualified in Albany County
My Commission Expires March 3, 2027

SCHEDULE "A" PROPERTY DESCRIPTION

Record Description (Instrument No. 2008-012510)

ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate in the City of Rome, County of Oneida and State of New York, said parcel more particularly described as follows:

BEGINNING at a point located at the intersection of the southerly boundary of Henry Street with the westerly boundary of South Jay Street; thence S 41° 06' 39" W along said boundary 353.75 feet to its intersection with the division line between the herein described parcel on the north and the lands of the City of Rome on the south; thence N 48° 51' 41" W along said division line 63.94 feet to a point; thence S 41° 08' 19" W continuing along said division line 51.87 feet to its intersection with the division line between the herein described parcel on the north and the lands of The Lower South Jay Corporation (reputed owner) on the south; thence along the last mentioned division line the following eight (8) courses and distances:

1. N 38° 15' 24" W 137.33 feet to a point;
2. N 83° 15' 23" W 106.07 feet to a point;
3. S 51° 44' 36" W 259.93 feet to a point;
4. S 38° 15' 24" E 50.00 feet to a point;
5. S 51° 44' 36" W 125.00 feet to a point;
6. N 38° 15' 24" W 325.00 feet to a point;
7. S 51° 44' 36" W 200.00 feet to a point; and
8. S 38° 15' 24" E 350.00 feet to the southwesterly corner of lands now or formerly of Walter Mokrzycki and Phyllis Mokrzycki as described in Deed Liber 1285 at Page 598; thence S 38° 15' 06" E along said division line 200.02 feet to its intersection with the westerly boundary of South Jay Street;

thence S 51° 47' 04" W along said boundary 59.94 feet to its intersection with the division line between the herein described parcel on the northeast and the lands now or formerly of Theodore Banasiewicz and Effie Banasiewicz as described in Deed Liber 2101 at Page 514 on the southwest; thence N 38° 16' 10" W along said division line 200.00 feet to its intersection with the division line between the herein described parcel on the northeast and the lands of the City of Rome (reputed owner) on the southwest; thence along the last mentioned boundary the following four (4) courses and distances:

1. N 46° 15' 24" W a distance of 100.97 feet to a point;
2. S 51° 46' 38" W a distance of 446.25 feet to a point;
3. N 46° 15' 24" W a distance of 1675.48 feet to a point; and
4. N 43° 44' 36" E a distance of 910.84 feet to its intersection with the division line between

the herein described parcel on the southwest and the lands of Rome Strip Steel Co.
(reputed owner) on the northeast;

thence along said division line the following four (4) courses and distances:

1. S 54° 54' 51" E a distance of 1131.46 feet to a point;
2. N 51° 47' 41" E a distance of 278.52 feet to a point;
3. S 38° 09' 31" E a distance of 223.43 feet to a point; and
4. N 40° 57' 44" E along said division line 184.33 feet to its intersection with the
aforementioned southerly boundary of Henry Street; thence S 48° 51' 58" E along said
boundary 751.24 feet to the point of beginning, being 49.651± acres.

**The above-described premises are more modernly and accurately described by
Survey Metes and Bounds:**

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Rome, County of Oneida,
State of New York, and being more precisely described as follows:

Beginning at a MAG Nail set at the intersection of the southerly bounds of Henry Street (60-foot
width) and the northerly bounds of South Jay Street (70-foot width); said MAG Nail having New
York State Plane Coordinates (NAD83/2011 - Central Zone) of 1,172,256.46 feet North and
1,117,189.62 feet East;

thence South 41 degrees 14 minutes 18 seconds West, along the northerly bounds of South Jay
Street, a distance of 353.61 feet to a MAG Nail set at the southeasterly corner of a parcel of land
reputedly owned by the City of Rome (no deed reference found);

thence along the easterly and northerly lines of the City of Rome, the following two courses and
distances:

1. North 48 degrees 47 minutes 52 seconds West a distance of 63.94 feet to a set MAG Nail;
2. South 41 degrees 12 minutes 08 seconds West a distance of 51.87 feet to a MAG Nail set
on the easterly line of a parcel of land conveyed by South Jay Street Development LLC to
Castlerock Plaza, LLC by deed dated March 24, 2021 and recorded in the Oneida County
Clerk's Office on April 23, 2021 as Instrument No. 2021-006531;

thence North 38 degrees 11 minutes 26 seconds West, along the easterly line of Castlerock Plaza,
LLC, a distance of 137.33 feet to a 5/8-inch rebar with a 1 1/4-inch diameter red plastic cap marked
"THEW ASSOCIATES - UTICA NY" (hereinafter referred to as a 5/8-inch rebar) set at the
northeasterly corner of a parcel of land conveyed by 314 South Jay Street LLC to the City of Rome
by deed dated February 22, 2011 and recorded in the Oneida County Clerk's Office on March 14,
2011 as Instrument No. 2011-003583;

thence along the easterly, northerly and westerly lines of the City of Rome, the following three courses and distances:

1. North 83 degrees 11 minutes 33 seconds West a distance of 106.07 feet to a set MAG Nail;
2. South 51 degrees 48 minutes 34 seconds West a distance of 259.93 feet to a set 5/8-inch rebar;
3. South 38 degrees 11 minutes 26 seconds East a distance of 50.00 feet to a 5/8-inch rebar set on the northerly line of a parcel of land conveyed by South Jay Street Development, LLC to Castlerock Plaza, LLC by deed dated March 24, 2021 and recorded in the Oneida County Clerk's Office on April 23, 2021 as Instrument No. 2021-006531;

thence along the northerly, easterly, northerly and westerly lines of Castlerock Plaza, LLC, the following four courses and distances:

1. South 51 degrees 48 minutes 34 seconds West a distance of 125.26 feet to a set 5/8-inch rebar;
2. North 38 degrees 11 minutes 26 seconds West a distance of 324.91 feet to a found 5/8-inch rebar (extends 0.3 feet above grade);
3. South 51 degrees 48 minutes 34 seconds West a distance of 199.83 feet to a found 5/8-inch rebar (extends 0.4 feet above grade);
4. South 38 degrees 11 minutes 26 seconds East a distance of 350.00 to a point at the northwesterly corner of a parcel of land conveyed by Kenneth L. Mokrzycki to Tyler J. Selvetti by deed dated October 8, 2018 and recorded in the Oneida County Clerk's Office on October 15, 2018 as Instrument No. 2018-014819;

thence South 37 degrees 52 minutes 03 seconds East, along the westerly line of Tyler J. Selvetti, a distance of 199.92 feet to a point on the northerly bounds of South Jay Street;

thence South 51 degrees 50 minutes 33 seconds West, along the northerly bounds of South Jay Street, a distance of 59.86 feet to a point at the southeasterly corner of a parcel of land conveyed by Effie J., Joseph F., and Jody L. Banasiewicz to Donald K. and Beverly J. Selvetti by deed dated April 27, 2016 and recorded in the Oneida County Clerk's Office on May 12, 2016 as Instrument No. 2016-006468;

thence North 37 degrees 53 minutes 07 seconds West, along the easterly line of Donald K. and Beverly J. Selvetti, a distance of 200.24 feet to a point at the southeasterly corner of a parcel of land conveyed by Dominick and Frank Paternoster to Frederick J. Carnevale, Jr. and Shane A. Riolo by deed dated April 14, 2017 and recorded in the Oneida County Clerk's Office on April 21, 2017 as Instrument No. 2017-005708;

thence along the easterly, northerly, easterly and southerly lines of Frederick J. Carnevale, Jr. and Shane A. Riolo, the following four courses and distances:

1. North 45 degrees 52 minutes 21 seconds West a distance of 100.83 feet to a found 3/4-inch iron pipe (flush with grade);
2. South 51 degrees 47 minutes 46 seconds West a distance of 446.78 feet to a found 1/2-inch iron pipe (extends 0.2 feet above grade);
3. North 46 degrees 09 minutes 24 seconds West a distance of 1,675.50 feet to a found 1-inch iron pipe (flush with grade);
4. North 43 degrees 50 minutes 36 seconds East a distance of 910.84 feet to a 5/8-inch rebar set on the southerly line of a parcel of land conveyed by Rome Strip Steel Company, Inc. to Worthington Steel Rome, LLC by deed dated January 14, 2015 and recorded in the Oneida County Clerk's Office on January 16, 2015 as Instrument No. 2015-000786;

thence along the southerly and easterly lines of Worthington Steel Rome, LLC, the following four courses and distances:

1. South 54 degrees 49 minutes 40 seconds East a distance of 1,131.69 feet to a set 5/8-inch rebar;
2. North 51 degrees 52 minutes 52 seconds East a distance of 278.58 feet to a set 5/8-inch rebar;
3. South 38 degrees 04 minutes 20 seconds East a distance of 223.48 feet to a brass pin found in a concrete wall;
4. North 40 degrees 52 minutes 46 seconds East a distance of 184.33 feet to a 5/8-inch rebar set on the southerly bounds of Henry Street;

thence South 48 degrees 44 minutes 57 seconds East, along the southerly bounds of Henry Street, a distance of 750.94 feet to the **Point of Beginning**.

To contain 2,162,295 square feet or 49.639 acres of land, more or less.

The above-described parcel of land is shown on a map entitled "Map Showing Environmental Easement, Former Rome Cable Site, D.E.C. Site Nos. E633073 and 633073, City of Rome, County of Oneida, State of New York" made by Thew Associates, Land Surveyors, dated April 19, 2022, last revised August 19, 2022, and to be filed in the Oneida County Clerk's Office.

The above-described parcel of land is intended to be the same premises described in a Deed from Mary Lannon Fangio, Trustee in Bankruptcy appointed as such in the matter of "Rome Cable Corporation, Rome Group Inc. and Connectivity Products Incorporated, Debtors" to the Oneida County Industrial Development Agency dated June 20, 2008 and recorded in the Oneida County Clerk's Office on July 24, 2008 as Instrument No. 2008-012510.

Anthony J. Picente Jr.
County Executive

Shawna M. Papale
Secretary/Executive Director

Tim Fitzgerald
Assistant Secretary

ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY



584 Phoenix Drive,
Rome, New York 13441-4105
(315) 338-0393, fax (315) 338-5694
info@mvedge.org; www.mvedge.org

Stephen R. Zogby
Chairman

David C. Grow
Vice Chairman

Franca Armstrong
James Genovese
Aricca Lewis
Kristen Martin
Timothy Reed

May 1, 2024

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Honorable Jeffrey Lanigan
Mayor
City of Rome
Rome City Hall
198 North Washington Street
Rome, New York 13440

Honorable Anthony J. Picente, Jr.
County Executive
County of Oneida
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

Re: Environmental Easement

Dear Mayor Lanigan and County Executive Picente:

Attached please find a copy of an Environmental Easement granted to the New York State Department of Environmental Conservation ("Department" or "department" or "DEC") on April 22, 2024, by the Oneida County Industrial Development Agency and the Rome Community Brownfield Restoration Corporation, for a 49.639± acre property located at the southwest corner of the intersection of Henry Street and South Jay Street in the City of Rome, Oneida County, New York, Tax Map Nos. 242.000-1-7.1 and 242.000-1-54.1, DEC Site Nos.: E633073 and 633073.

This Environmental Easement restricts future use of the above-referenced property to restricted commercial and industrial uses. Any on-site activity must be done in accordance with the Environmental Easement and the Site Management Plan which is incorporated into the Environmental Easement. Department approval is also required prior to any groundwater use.

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

1. Whenever the department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall also provide a copy of any documents modifying or terminating such environmental easement.

Hon. Anthony J. Picente, Jr.
Hon. Jeffrey Lanigan
May 1, 2024
Page 2 of 2

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

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

I am enclosing herewith a map which depicts the location of the 49.639± acre property which is subject to the Environmental Easement.

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

Very truly yours,

**ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: 

Stephen R. Zogby
Chairman

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Hon. Jeffrey Lanigan, Mayor
 City of Rome
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NEW HARTFORD, NY 13413
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Hon. Anthony J. Picente, USPS
 Oneida County Executive
 Oneida County Office Building
 800 Park Avenue
 Utica, New York 13501

NEW HARTFORD, NY 13413
 MAY 02 2024
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