INSTITUTIONAL CONTROL IMPLEMENTATION PLAN

PAS OSWEGO SUPERFUND SITE

OSWEGO, NEW YORK

June 2004

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July 19, 2004

Ms. Patricia Pierre
Central New York Remedial Section
New York Remediation Branch
Emergency and Remedial Response Division
U.S. Environmental Protection Agency, Region II
20th Floor, 290 Broadway
New York, New York 10007

Subject: Institutional Control Implementation Plan
Pollution Abatement Services (PAS) Site, Oswego, NY

Dear Ms. Pierre:

I have enclosed the Final Institutional Control Implementation Plan (IC Plan) for the Pollution Abatement Services Superfund Site (PAS Site) in Oswego, New York. This IC Plan is submitted pursuant to section 4(d) of the Statement of Work included in the Consent Decree (98-CV-0112) for operation, maintenance and long-term monitoring activities at the PAS Site.

If you have any questions, please call me at (941) 926-7929.

Sincerely,

de maximis, inc.
Mark Valentine

cc: PAS Oswego Management Committee
Marla Weider, USEPA
John R. Strang, NYSDEC, Division of Hazardous Waste Remediation, Region 7

Attach/

PAPER

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1.0 INTRODUCTION

This Institutional Control Implementation Plan has been prepared by *de maximis*, on behalf of the Performing Settling Defendants (Settling Defendants), who entered into the Consent Decree (98-CV-0112) for Operation, Maintenance and Long-term Monitoring (O&M) at the Pollution Abatement Services (PAS) Superfund site in Oswego, New York (Site). The Consent Decree implements the United States Environmental Protection Agency's (EPA's) remedy provided in its December 1993 Record of Decision (ROD), as clarified by EPA's 1996 Explanation of Significant Differences (ESD). The remainder of this section provides a statement of purpose, a description of the Site and down-gradient areas, as well as a description of the Five-Year Data Review Report, which presents information related to the determination of properties that may require institutional controls.

Purpose

This implementation plan for procuring institutional controls is submitted pursuant to the requirements provided in section 4.d of the Consent Decree Statement of Work. Specifically paragraph 4.d provides that the Settling Defendants submit the methodology and schedule for implementation of institutional control requirements specified in section IX of the Consent Decree. This plan provides a summary of institutional control requirements provided in the Consent Decree, as well as a determination of potential down-gradient properties that may require institutional controls. This determination of potentially affected down-gradient properties presented in this plan relies upon, and incorporates relevant information from the Five-Year Data Review Report recently submitted to EPA.

Site Description

The PAS Site, located on approximately 15 acres within the eastern section of the City of Oswego, New York, has a slurry wall containment system, which was installed by NYSDEC in 1984, and it includes a bentonite-clay slurry wall; a vegetated cap (consisting of a synthetic liner, clay, and vegetated soils); and a leachate collection system. The area between the PAS Site and north to Lake Ontario is mostly undeveloped and currently includes multiple land uses. These uses include a cemetery, a wetland, as well as commercial and residential areas. The properties immediately down-gradient of the PAS property include Industrial Precision Products, a metal fabrication facility, which is located just south of Mitchell Street, and the undeveloped Niagara Mohawk property, which is located to the north of the PAS property and south of Mitchell Street. There are two properties located further north of the Site that are just north of Mitchell Street: the Melvin Holliday and Bradford Thompson properties. The Holliday property, which is occupied by a small auto shop, also

is the location of long-term monitoring well M-25. A cabin (and no monitoring wells) is located on the primarily undeveloped Thompson property, which is located just east of the Holliday property. Melvin Holliday also owns a parcel to the east of Bradford Thompson's property that is the location of long-term monitoring well M-26. An undeveloped section of the Catholic cemetery is located further northwest and just south of Wine Creek.

Further north, located on the shore of Lake Ontario, approximately one-half mile north of the Site, is the residential area, Smith's Beach, consisting of approximately 25 dwellings. All these properties are within the Oswego city limits. A public water supply is available within the city limits, including both the Mitchell Street area, which is located just north of the Site and the Smith's Beach area, which is located approximately one-half mile north of the Site. In 1995, the Respondents to the 1994 Interim Groundwater Removal Consent Order connected those remaining Smith's Beach residences that were still using private wells to the public water supply.

In 1994, a consent order was entered into by the EPA and a group of respondents to conduct a supplemental pre-remedial design study (SPRDS) related to the investigations called for in the 1993 ROD. The 1996 SPRDS Report, as approved by EPA, concluded that the VOC-concentrations in the groundwater plume located down-gradient from the containment system were declining and that the direction of the VOC-plume was northwest toward the Wine Creek wetlands and not northerly toward Smith's Beach as previously believed. As the Smith's Beach area is no longer considered down-gradient of the Site, no institutional controls are needed for properties in that area.

Five-Year Data Review

de maximis, acting on behalf of the Settling Defendants, recently completed a review of long-term monitoring data collected at the Site to demonstrate the progress that has been made toward achieving the performance standards presented in the Consent Decree during the five-year period 1998 to 2003. The results of this data review were submitted to EPA in the report entitled "Five-Year Data Review Report for the PAS Oswego Site" (*de maximis*, June 2003) (See Attachment A). The monitoring results presented in this report demonstrate that routine remedial operations conducted at the Site have maintained hydraulic control within the slurry wall containment system, thereby mitigating potential releases from the Site. The Five-Year Data Review Report also includes an evaluation of groundwater monitoring data collected down-gradient of the Site. This report demonstrates continued remedial progress with significant attenuation of VOCs in the bedrock aquifer down-gradient of the containment system. Therefore, ongoing remedial activities indicate that the site remedies continue to be protective of human health and the environment. The results of this evaluation are further discussed in Section 4.0.

2.0 INSTITUTIONAL CONTROL REQUIREMENTS

To achieve the 1993 ROD remedial action objective to "prevent future exposures to contaminated groundwater on-site, as well as off-site in the area between the site and Smith's Beach," the selected remedy described in the 1993 ROD recommends institutional controls on groundwater usage through deed restrictions at the PAS Site and down-gradient from the Site to and including the Smith's Beach area. The Consent Decree also requires the Settling Defendants to obtain access for EPA, state and Settling Defendant representatives as needed to conduct the work required by the Consent Decree. This includes providing access for long-term monitoring activities at certain down-gradient properties (e.g. monitoring at wells M-21, M-25 and M-26), as discussed further in this plan. The Consent Decree refers to the Site as a parcel of land approximately 15.6 acres, bounded on the south by East Seneca Street and on the east, north and west by a wetland area formed along the stream channels of White Creek and Wine Creek (the PAS Property), as well as the surrounding area to which contamination from the aforementioned parcel has migrated.

The PAS Property

The institutional control requirements related to the PAS Site are described in Section IX of the Consent Decree. Paragraph 25 of the Consent Decree provides that "if the Site, or any other property where access and/or land/water use restrictions are needed . . . is owned or controlled by any of the Settling Defendants, such Settling Defendants" shall implement institutional controls. EPA established in the Consent Decree (p.16) that the PAS Property is not owned or controlled by the Settling Defendants. Therefore no institutional controls are required to be implemented for the PAS Property. The PAS property boundaries are depicted on Figure 1.

Niagara Mohawk Power Corporation Property Located Down-gradient of the PAS Property

Groundwater contamination from the PAS Property has been determined to have migrated onto the Niagara Mohawk Power Corporation (NIMO) property (tax ID # 110.83-02-02) located immediately to the north of the PAS Property and just south of Mitchell Street (See Figure 1). Therefore, the NIMO property is located within the Site as defined by the Consent Decree and is owned by one of the Settling Defendants. As such, NIMO has prepared and recorded the required institutional controls for this property, as well as notice to successors-in-title, as required by paragraph 9 of the Consent Decree, and has provided EPA copies of the recorded deed. (See Attachment B).

Other Properties Located Down-gradient of the PAS Property

Paragraph 26 of the Consent Decree provides that the Settling Defendants shall use their best efforts to secure from any other property where access and/or land/water use restrictions are needed:

a. an agreement to provide access thereto for Performing Settling Defendants, as well as for the United States on behalf of EPA, and the State, as well as their representatives (including contractors), for the purpose of conducting any activity related to this Consent Decree, including but not limited to, those activities listed in Paragraph 25(a) of this Consent Decree;

b. an agreement, enforceable by the Performing Settling Defendants and the United States, to abide by the obligations and restrictions established by Paragraph 25(b) of this Consent Decree, or that are otherwise necessary to implement, ensure non-interference with, or ensure the protectiveness of the remedial measures to be performed pursuant to this Consent Decree; and

c. if EPA so requests, the execution and recordation in the Oswego County Clerk's Office of an easement, running with the land, that (i) grants a right of access for the purpose of conducting any activity related to this Consent Decree and (ii) grants the right to enforce the land/water use restrictions, or other restrictions EPA determines are necessary to implement, ensure non-interference with, or ensure the protectiveness of the remedial measures to be performed pursuant to this Consent Decree.

The properties down-gradient of the PAS property, and related institutional control requirements, are further described herein.

3.0 INSTITUTIONAL CONTROL ACTIVITIES COMPLETED

This section documents work related to procuring institutional controls that has been completed thus far by the Settling Defendants.

Draft Environmental Protection Easement and Declaration of Restrictive Covenants

In accordance with the Consent Decree, the PSD have worked closely with EPA to obtain the information and mechanisms necessary to establish institutional controls for those properties down-gradient of the Site. Following entry of the Consent Decree, the Settling Defendants began working cooperatively with EPA to develop the institutional control agreement form to satisfy the requirements of Article IX of the Consent Decree. Specifically, the Model New York State Easement format was adopted to develop the document for use in procuring institutional controls under the Consent Decree. The Settling Defendants are working with EPA to finalize the draft "Environmental Protection Easement and Declaration of Restrictive Covenants".

Title Search

TICOR Title Insurance Company, acting on behalf of the Settling Defendants, completed a property title search for properties down-gradient of the PAS Property. Information regarding the relevant parcels is discussed in Section 5.0.

Local Counsel

The Settling Defendants obtained legal counsel in Oswego to assist in determining local and state requirements related to any potential use of groundwater in the area down-gradient of the Site and to assist, as may be necessary, in procuring any needed institutional controls related to down-gradient properties. Local and state requirements related to groundwater usage, as related to procuring institutional controls for any down-gradient properties, are summarized briefly in Section 6.0 herein.

Access Agreements

In 1994, the PAS Group obtained an access easement that runs with the land for the purpose of performing all tasks related to work being conducted at the time and the Consent Decree on the parcels of land owned by Melvin Holliday and the Melvin Holliday Trust on which M-25 and M-26 are located (171 Mitchell Street (110.75-01-01) – location of long-term monitoring well M-25 and 48 Smith Beach Road (110.76-01-01) – location of long-term monitoring well M-26) (See Attachment C). Therefore, no additional access agreements are necessary for these parcels.

4.0 LONG-TERM MONITORING DATA REVIEW

This section provides a summary of long-term groundwater monitoring data collected at the Site, as it pertains to the determination of which down-gradient properties that may require institutional controls. This long-term monitoring data was recently evaluated and provided to EPA in a Five-Year Data Review Report to document progress made toward achieving Consent Decree performance standards, as discussed previously. Down-gradient groundwater monitoring results presented in the Five-Year Data Review Report are summarized briefly below. Please see Attachment A to view figures and tables referenced in this section and for a more detailed description of the groundwater data review.

Down-gradient groundwater quality monitoring was performed at the five long-term monitoring (LTM) wells: LR6, LR8, M-21, M-25 and M-26 as required by the Consent Decree. See Consent Decree ¶ 11 and Appendix C (SOW) ¶ 4. All of the LTM wells are screened in the upper zone of the bedrock aquifer down-gradient of the containment system. Groundwater monitoring conducted under the Consent Decree followed EPA approval of Operation, Maintenance & Long-term Monitoring Plan and began in November 1998. A summary of the groundwater monitoring data collected at each of the LTM wells discussed below provides a comparison of the LTM monitoring results to performance standards for the LTM wells provided in Appendix C (SOW) ¶ 2 of the Consent Decree (benzene - 0.7 ug/l, toluene - 5 ug/l, ethylbenzene – 5 ug/l, chlorobenzene – 5 ug/l, 1,1 dichloroethane – 5 ug/l and xylenes – 5 ug/l). These performance standards were developed based on New York State groundwater quality standards. Monitoring results for LTM wells located south of Mitchell

Street are discussed first, followed by a summary of the results of LTM wells located north of Mitchell Street.

LTM Wells South of Mitchell Street

The following three LTM wells down-gradient of the containment system are located south of Mitchell Street: LR-6, LR-8 and M-21 as shown on Figure 4 of Attachment A. Wells LR-6 and LR-8 are located near the down-gradient extent of the slurry wall on the PAS property, while well M-21 is located on the Industrial Precision Products property near the western boundary. All three LTM wells south of Mitchell Street have VOC concentrations at levels that demonstrate continuing decline. LR-6 has not exceeded any performance standards since LTM monitoring began in November of 1998. This well still has some residual concentrations of 1,1- dichloroethane (1.2 ppb in Nov. 2003), but they are very near the detection limits. The other LTM wells in this area, LR-8 and M-21, have low VOC concentrations, but, as of November 2003, still exceed performance standards referenced above, specifically those for benzene (LR-8 at 21 ppb and M-21 at 4.2 ppb) and chlorobenzene (LR-8 at 9.7 ppb). Concentration levels are declining and are expected to continue to decline in the area south of Mitchell Street, but still remain above performance standards.

LTM Wells North of Mitchell Street

The following two LTM wells down-gradient of the containment system are located north of Mitchell Street: M-25 and M-26. The M-25 well is located on properties owned by Melvin Holliday, while M-26 is on the Melvin Holliday Trust property. These two LTM wells have VOC concentrations below performance standards, with no detections of performance standard constituents at both M-25 and M-26 as of the November 2003 monitoring event. M-25 VOC concentrations have declined during the LTM period and have been below performance standards since May 2002. At M-26, no VOC constituents have ever been detected.

Down-gradient Contaminant Migration

Significantly, the VOC concentrations in long-term monitoring wells located north of Mitchell Street (M-25 and M-26) are now below performance standards. The VOC concentrations at M-21 and LR-8 have also declined over the past five years, but remain above performance standards.

Roux Associates recently evaluated the extent of VOC migration in the groundwater, down-gradient of the containment system ('known as VOC groundwater plume') using monitoring results compiled during the last five years of the O&M. Based on their evaluation of bedrock groundwater conditions, Roux concluded that the VOCs in the bedrock down-gradient of the containment system are continuing to decline. Specifically, the decline of VOCs at down-gradient well M-25 (located north of Mitchell Street) to concentrations below performance standards, and a decline of VOCs at LR-8 and

M-21, indicates that the down-gradient VOC plume boundary has receded and is now located south of Mitchell Street. Therefore, only properties down-gradient of the Site and south of Mitchell Street are now impacted as determined by the VOC-groundwater plume boundary. The down-gradient properties located south of Mitchell Street are the Niagara Mohawk and portions of the Industrial Precision Products properties (See Figure 2).

5.0 POTENTIALLY AFFECTED DOWN-GRADIENT PROPERTIES

As discussed in the previous section, only two down-gradient properties, both of which are located south of Mitchell Street, are being affected by contaminants that have migrated from the PAS property. These properties include a portion of the Industrial Precision Products property (tax # 110.84-01-02), located at 350 Mitchell Street (IPP Property) and the Niagara Mohawk Power Company property (tax # 110.83-02-02). As required under Paragraph 25 of the Consent Decree, the Niagara Mohawk property already has institutional controls in place. And as noted previously, these properties are both located within the City limits.

The Industrial Precision Products property is located at 350 Mitchell Street. It was comprised of five historic parcels of land that were previously held by various members of the Amelia Gallagher family. Those parcels have since been apparently consolidated for tax purposes and are currently owned by Industrial Precision Products, Inc. See IPP Property title abstract in Attachment D. As indicated previously, the long-term monitoring well M-21 is located on the property near the western boundary. The VOC-groundwater plume impacts only two of the five historic parcels, as the other three parcels are not down-gradient of the PAS property. The two affected parcels can be legally identified and groundwater restrictions applied to only the affected two parcels on the property.

Based on the TICOR title abstract, the IPP Property is part of a larger tract of land which was conveyed by NIMO to Operation Oswego, Inc. in 1957, and through a series of transactions, portions of the larger tract were conveyed to IPP. The property deed contains a covenant that requires that it only be used for industrial purposes. Industrial Precision Products is a machine shop business. In 1987, the State of New York acquired a permanent easement on the property for the purpose of installing, maintaining, and sampling monitoring wells related to the Site. The assessed value of the consolidated five parcels of the property, including improvements, is $578,000 and it is encumbered by several mortgages. The title abstract is attached as Attachment D as noted above. Attachment E contains the Title Report prepared by Ticor Title. Page A-2 of the Title Report provides the metes and bounds descriptions of the two IPP Property parcels upon which the easement and restrictive covenant is being sought. In addition, Attachment F contains a survey map that corresponds to the metes and bounds descriptions in the Title Report. The parcels upon which the easement and restrictive covenant is being sought are outlined on the survey map.

6.0 EXISTING INSTITUTIONAL CONTROLS

Under the 1993 ROD, the principal objective in requiring restrictions on groundwater use is to prevent human exposure to potentially contaminated groundwater. Therefore, the restrictive covenant EPA requires to be placed on down-gradient properties is a prohibition on the "installation or use of any groundwater wells." According to City of Oswego officials, there is a public water system available throughout the City and there are no individual sources of potable wells on properties down-gradient of the PAS Property. Therefore, the only remaining issue is whether a potable groundwater well could be installed on the IPP Property.

The City of Oswego has informed us that because a municipal water system is available within the City limits along Mitchell Street to which down-gradient properties could readily be connected, the City would not permit wells to be constructed. The City cited to Section 602.3 of the New York State Plumbing Code as a basis for their position. The City's letter dated July 2, 2003 from N. Smith, Department of Code Enforcement, to *de maximis* further substantiates the applicability of this requirement. (*See* Attachment G)

Even if a public water supply was not available, section 602.3.3 of the Plumbing Code requires that water quality from an individual well must first be approved as potable in accordance with New York State Department of Health regulations. These regulations, codified as the New York State Sanitary Code, 10 NYCRR § § 5-2.1 *et seq.*, prohibit a person from constructing any water well without a permit. (*See* Attachment G) To obtain a permit, a person would have to identify whether a public water supply was available and whether there is any potential source of ground water pollution within 200 feet of the proposed well location. *Id.* § 5-2.8. Criteria for issuing or denying a permit is set forth in Appendix 5-B. *Id.* § 5.2.13, which includes satisfying New York drinking water standards. Given the fact that public water is readily available along Mitchell Street and that the PAS VOC groundwater plume is in the vicinity of the two affected properties south of Mitchell Street, it is highly unlikely that local permitting authority, which in this case is the Oswego County Health Services Department, would grant a permit for a well to be used for drinking, cooking, or food processing purposes.

While it is unlikely that a potable groundwater well could be installed on the IPP Property, a groundwater well for industrial or other purposes could be installed that may potentially interfere with the containment system given its proximity to the Site. Therefore, the institutional control plan for obtaining a restrictive covenant on and access agreement for the affected historic parcels on the IPP Property is discussed below.

7.0 INSTITUTIONAL CONTROL ACTIVITIES PLANNED

This Institutional Control Implementation Plan, which incorporates comments received from EPA, includes the title abstract, title report, and survey map for the IPP Property as attachments, as well as the Environmental Protection Easement and Declaration of Restrictive Covenants. The owner of the IPP Property will then be contacted and provided a copy of the Environmental Protection Easement and Declaration of Restrictive Covenants document for review, along with a copy of the recent title report obtained by the Settling Defendants for this property. The two historic parcels on the IPP Property that are subject to institutional controls will be clearly identified in this request. Any substantive changes to this document that may be proposed by the property owner, as Grantor, will be reviewed by the Settling Defendants and discussed with the property owner as may be necessary. Following discussions with the property owner, any proposed changes, along with any comments from the Settling Defendants, will be provided to EPA for review and approval prior to finalization and execution of the Environmental Protection Easement and Declaration of Restrictive Covenants document. In addition, with the cooperation of the Grantor, the mortgages held on the IPP Property will be subordinated to the Environmental Protection Easement and Declaration of Restrictive Covenants.

The Settling Defendants have created a site remediation trust (titled the PAS Oswego Site Trust) to carry out their obligations under the Consent Decree. The designated trustee, *de maximis, inc.*, will execute the Environmental Protection Easement and Declaration of Restrictive Covenants on behalf of the Settling Defendants. Following execution and recordation of these documents, certified copies will be obtained from the Grantor and mortgage holders for the Settling Defendants and EPA as required. The EPA will also be provided with a copy of the title insurance policy covering the easement that the trustee will purchase on behalf of the Settling Defendants. The EPA will be advised in the event of any potential problems or delays in procuring these agreements.

Following implementation of institutional controls on the IPP Property, the Site will be inspected on an annual basis to determine whether any intrusive activities have occurred. In addition, building and property records will be reviewed to ascertain whether or not any filings have been made for such activities. An annual report summarizing the findings of the inspection and record review will be prepared, along with a certification confirming that operation and maintenance activities continue. This annual report will be attached to the OM&M progress report to be submitted to EPA in July.

8.0 IMPLEMENTATION SCHEDULE

The Settling Defendants will contact the IPP Property owner within 10 business days after EPA approval of the Institutional Control Implementation Plan. The Settling Defendants will keep EPA informed thereafter of the progress in procuring the Environmental Protection Easement and Declaration of Restrictive Covenants agreement, including notification of any potential delays or problems in procuring this agreement.

LIST OF FIGURES AND ATTACHMENTS

FIGURES

Figure 1 – Properties North of the PAS Property
Figure 2 – Extent of Bedrock VOC Plume South of Mitchell Street

ATTACHMENTS

Attachment A - Five-Year Data Review Report
Attachment B – NIMO Notice to Successors in Interest
Attachment C - Holliday Grant of Easement
Attachment D - Industrial Precision Products Title Abstract
Attachment E – Industrial Precision Products Title Report
Attachment F – Industrial Precision Products Survey Map
Attachment G - Existing Institutional Control Requirements

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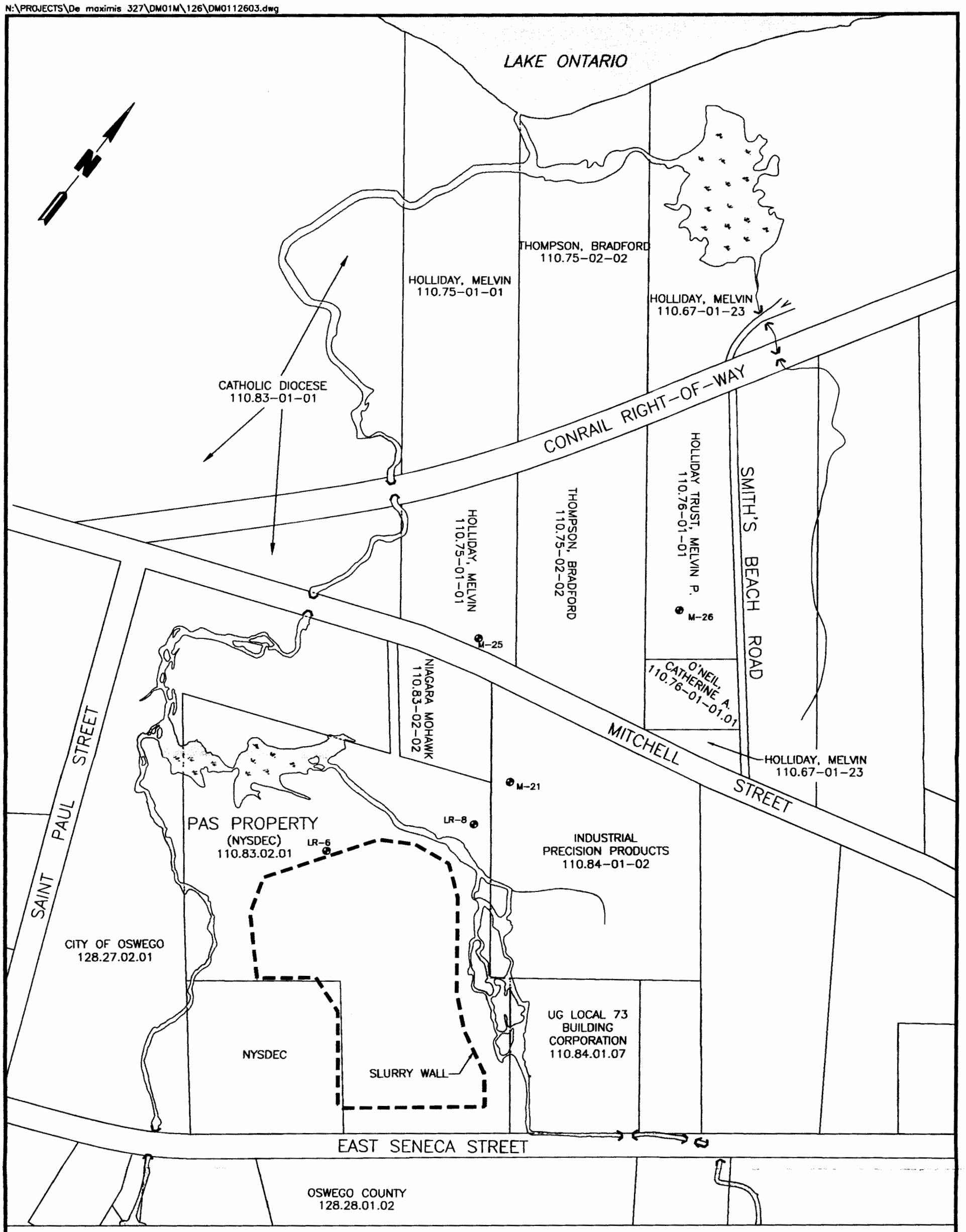

SOURCE:

BASE MAP ADAPTED FROM PHASE 1 AND PHASE 2 SPRDS BASE MAPS, AND FROM OSWEGO COUNTY TAX MAPS 110.60, 110.67, 110.68, 110.75, 110.76, 110.83, 110.84, 128.27 AND 128.28

Title:

PROPERTIES NORTH OF THE PAS PROPERTY

Prepared For:

de maximis, Inc.

ROUX ASSOCIATES, INC.
Environmental Consulting & Management

Compiled by: LM	Date: 8/28/03	FIGURE
Prepared by: RF	Scale: AS SHOWN	1
Project Mgr: LM	Office: MA	
File No: DM0112603	Project: 32701M08	

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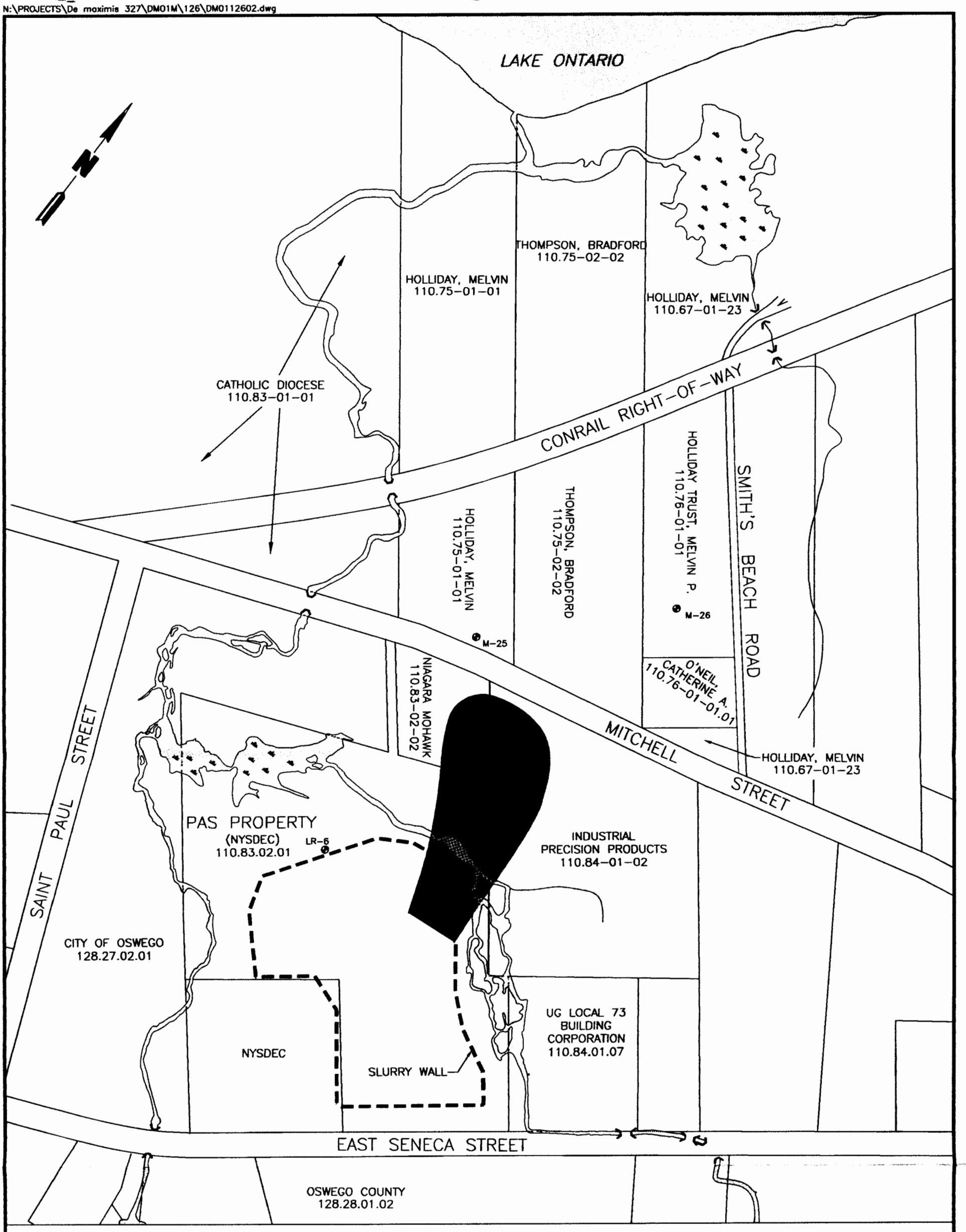

LEGEND

EXTENT OF BEDROCK VOC PLUME BASED ON LONG-TERM MONITORING DATA THROUGH MAY 2003

SOURCE:

BASE MAP ADAPTED FROM PHASE 1 AND PHASE 2 SPRDS BASE MAPS, AND FROM OSWEGO COUNTY TAX MAPS 110.60, 110.67, 110.68, 110.75, 110.76, 110.83, 110.84, 128.27 AND 128.28

Title:

EXTENT OF BEDROCK VOC PLUME SOUTH OF MITCHELL STREET

Prepared For:

de maximis, Inc.

ROUX ASSOCIATES, INC.
Environmental Consulting & Management

Compiled by: LM	Date: 8/28/03	FIGURE
Prepared by: RF	Scale: AS SHOWN	2
Project Mgr: LM	Office: MA	
File No: DM0112602	Project: 32701M08	

DRAFT

June 23, 2003

FIVE-YEAR DATA REVIEW REPORT

POLLUTION ABATEMENT SERVICES SUPERFUND SITE

Oswego, New York

Prepared by

de maximis, inc.

On Behalf of the

Settling Defendants to the 1997 Consent Decree for Operation, Maintenance and Long-term Monitoring

June 2003

EXECUTIVE SUMMARY II

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EXECUTIVE SUMMARY

This report summarizes the progress made toward achieving the performance standards presented in the Scope of Work (SOW) of the Consent Decree (98-CV-0112) entered August 10, 1998, (Consent Decree). This report includes a description of the activities performed at the Pollution Abatement Services (PAS) Superfund Site in Oswego, New York (Site) over the past five years for the Site pursuant to the Operation and Maintenance and Long-Term Monitoring (OM&M) Plan dated August 1998. This five-year (1998 – 2003) data review addresses work completed under the Consent Decree, which implements the USEPA remedy provided in their December 1993 Record of Decision, as clarified by USEPA's 1996 Explanation of Significant Differences. The PAS Site, located on 15 acres near the eastern edge of the City of Oswego, New York, has a slurry wall containment system, which was installed by NYSDEC in 1984, and it includes a bentonite-clay slurry wall; a vegetated cap (consisting of a synthetic liner, clay, and vegetated soils); and a leachate collection system.

Studies completed during the Interim Groundwater Removal (IGR) period (1991 to 1998) were documented in the IGRCompletion Report (*de maximis*). The Quarterly Progress Reports submitted by *de maximis* during the OM&M operation under the Consent Decree report continued remedial progress at the Site. The potential source of contaminant releases continue to be controlled by OM&M activities shown by the maintenance of inward and upward hydraulic gradients, especially the upward gradients beneath the central portion of the containment system. The monitoring results presented in this report demonstrate that the OM&M operations have maintained hydraulic control within the containment system, and therefore VOC constituent concentrations in long-term monitoring wells down-gradient of the containment system declined because of natural attenuation. Significantly, the VOC concentrations in long-term monitoring wells located north of Mitchell Street (M-25 and M-26) are now below performance standards. The relatively low VOC concentrations at M-21 and LR-8 have also attenuated over the past five years, but remain above performance standards.

Roux Associates recently evaluated the extent of VOCs in the bedrock aquifer groundwater, down-gradient of the containment system ('known as M-21 groundwater plume') using monitoring results compiled during the last five years of the OM&M. The Roux evaluation of bedrock groundwater conditions indicates continued attenuation of VOCs in the bedrock down-gradient of the containment system. Specifically, attenuation of VOCs at down-gradient well M-25 (located north of Mitchell Street) to concentrations below performance standards, and a decline of VOCs at LR-8 and M-21, indicates that the M-21 down-gradient plume boundary has receded and is now located south of Mitchell Street. Therefore, only properties down-gradient of the Site and south of Mitchell Street are now impacted as determined by the M-21 groundwater plume boundary.

As presented in the 1998 IGR Completion Report, the IGR program effectively mitigated potential contaminant migration from the containment system. The OM&M program has continued to build on that success over the past five years. The 1998 USEPA Five-Year Review Report stated "...the remedies set forth in the RODs are fully protective of human health and the environment". The OM&M monitoring results obtained since the 1998 Five-Year Review Report show further remedial progress with significant attenuation of VOCs in the bedrock aquifer down-gradient of the containment system. Therefore, ongoing site remedial activities indicate that the site remedies continue to be protective of human health and the environment.

As required by the Consent Decree, the Performing Settling Defendants (PSD) have worked closely with USEPA to obtain the information and mechanisms necessary to establish institutional controls for properties down-gradient of the Site. As discussed, the concentrations of the performance standards at wells monitored under the OM&M program indicate that the M-21 plume continues to attenuate and is currently only effecting properties south of Mitchell Street. These properties include portions of the

Industrial Precision Products property, which includes two of five parcels, and the Niagara Mohawk Power Company property, which already has institutional controls in place. It should be noted that all properties in vacanty of the Site are in the City limits, and residential wells are strictly prohibited under city law. Currently the PSD are in the process of obtaining institutional controls for the potentially affected parcels on the Industrial Precision Products property.

The following recommendations are provided to improve the efficiency of the OM&M operation and focus future OM&M activities as needed to sustain hydraulic control within the containment system to ensure continued protection of human health and the environment. Specifically, we recommend the following modifications to the current OM&M program.

- *Conduct pre-pumping elevation monitoring quarterly;*
- *Eliminate the contingency removal event;*
- *Eliminate long-term monitoring at wells LR-6, M25, and M-26;*
- *Eliminate groundwater elevation monitoring at wells LR-2, M-22, M-23, M-24, M25, and M26;*
- *Conduct leachate monitoring annually;*
- *Reduce progress reporting to annually; and*
- *Procure institutional controls for down-gradient the potentially affected parcels on the Industrical Precision Products property south of Mitchell Street.*

1.0 INTRODUCTION

1.1 Purpose and Scope

This report presents the data that show the progress made toward achieving the performance standards as presented in the Scope of Work (SOW) of the Consent Decree (98-CV-0112) entered August 10, 1998, (Consent Decree). This report includes a description of the activities performed at the Pollution Abatement Services (PAS) Superfund Site in Oswego, New York (Site) over the past five years for the Site pursuant to the Operation and Maintenance and Long-Term Monitoring (OM&M) Plan dated August 1998. This five-year data review addresses work completed under the Consent Decree, which implements the USEPA remedy provided in their December 1993 Record of Decision (Operable Unit 3), as clarified by USEPA's 1996 Explanation of Significant Differences. Work conducted at the Site by parties outside the Consent Decree, including PCB monitoring of sediments in the adjacent creeks pursuant to USEPA's 1997 Record of Decision, is not addressed in this five-year data review report.

The remainder of this section presents a description of the Site, including its remedial features, followed by a summary of the historical activities related to the Site.

- Section 2 presents a brief description of the OM&M work team.
- Section 3 presents a description of Site history, including a summary of removal for the OM&M and IGR programs.
- Section 4 presents a description of the data collected over the past five years under the OM&M.
- Section 5 presents a brief summary of the continued effectiveness of the OM&M program.
- Section 6 presents a description of the actions taken on procuring institutional controls at properties down-gradient of the Site.
- Section 7 presents recommendations for future OM&M activities.
- Section 8 lists the reports and other documents referenced herein.

1.2 Site Description

Site Setting

The PAS Site, located on 15 acres near the eastern edge of the City of Oswego, New York, is bounded on the south by East Seneca Street, and on the east, north, and west by wetlands formed along the stream channels of White and Wine Creeks (Figures 1 and 2). Just to the north (downstream) of the Site is the confluence of White and Wine Creeks. Wine Creek flows approximately 1,800 feet beyond the confluence (northward) to a channel and into Lake Ontario. Just east of this channel, Wine Creek connects with a wetland adjacent to the residential area known as Smith's Beach. Prior to passing through the PAS Site, White and Wine Creeks are proximate to the East Seneca Street Dump (also referred to and operated as the Oswego County

Landfill), and White Creek is proximate to the Niagara Mohawk Fire Training School. The Oswego Castings site is situated upstream of the wetland adjacent to Smith's Beach.

The area between the PAS Site and Lake Ontario (to the north) is mostly undeveloped and currently includes multiple land uses. These uses include a cemetery, a wetland, commercial and residential areas. The properties immediately down-gradient of the Site include Industrial Precision Products, a metal fabrication facility, which is located just south of Mitchell Street, and the undeveloped Niagara Mohawk property, which is located immediately north of the Site and south of Mitchell Street. There are two properties located further north of the Site that are just north of Mitchell Street: the Melvin Holliday and Bradford Thompson properties. The Holliday property, which is occupied by a small auto shop, also is the location of long-term monitoring well M-25. A cabin (and no monitoring wells) is located on the primarily undeveloped Thompson property, which is located just east of the Holliday property. An undeveloped section of the Catholic cemetery is located further northwest and just south of Wine Creek. Further north, located on the shore of Lake Ontario, approximately one-half mile north of the Site, is the residential area, Smith's Beach, consisting of approximately 25 dwellings. All these properties are within the Oswego city limits. A public water supply is available in all areas within the city limits and no residential wells are permitted in the city limits. (Figure 3).

Hydrogeologic Setting

The PAS Site is located in the eastern section of the Lake Ontario physiographic province. The geology consists of glacially derived sediments ranging from till and lacustrine silt and clays to stratified sands and gravels. These sediments overlay the Oswego Sandstone. In general, two aquifer systems exist in the region. Although the bedrock and overburden aquifer systems generally exhibit regional groundwater flow north toward Lake Ontario, local groundwater flow in the vicinity of the Site is north westward toward the Wine Creek wetlands.

Several stratigraphic units have been defined at the Site. A surficial fill layer of variable depth and composition covers most of the Site and consists primarily of demolition debris brought onto the Site before PAS was in operation. This fill layer is underlain by a glacial till that varies in thickness from 15 feet to approximately 35 feet at the Site. The exception to this is in an area outside the slurry wall and in the vicinity of White Creek, where fill is underlain by stratified sediments. A continuous, dense till layer is purported to overly the bedrock across the Site and is reportedly thickest (about 35 feet) in the southwestern portion of the Site. Bedrock is located approximately 50 feet below ground surface near the center of the Site (Figure 3a, Golder Associates). Two aquifer systems exist on-site, an unconfined overburden aquifer and a bedrock aquifer. The local ground-water flow direction in the vicinity of the Site is toward the northwest, in the direction of the Wine Creek wetlands located just northwest of the Site.

As discussed below, a slurry wall containment system was installed at the Site by the New York Department of Environmental Conservation (NYSDEC) to control ground-water flow through the presence of the low-permeability, bentonite-clay slurry wall that extends from ground surface to the underlying lodgement till. Periodic leachate removal from the soils within the slurry wall is conducted to maintain inward gradients across the slurry wall, thus reducing and minimizing down-gradient ground-water migration.

While both White and Wine Creeks flow adjacent to the Site, these creeks are being monitored by parties who are conducting this work under a separate USEPA order as indicated previously. White Creek flows along the eastern boundary, while Wine Creek flows along the western and

northern boundaries. The confluence of the creeks is located to the northwest of the Site.

Slurry Wall Containment System

The slurry wall containment system was installed at the Site by NYSDEC in 1984. This slurry wall containment system includes a bentonite-clay slurry wall keyed into the underlying lodgement till; a cap, consisting of a synthetic liner, clay, and vegetated soils; and a leachate collection system. The leachate collection system, which is used for collection and removal of leachate that accumulates within the containment system, consists of collection drains (gravel-filled trenches), four collection wells, a network of polyvinyl chloride (PVC) force mains, submersible pumps, and controls, and a leachate collection tank.

Leachate is collected within the containment system in two trench systems: a down-gradient perimeter trench located inside the slurry wall at the northern boundary of the Site, and a cross-trench located near the center of the Site. Three 14-inch-diameter leachate collection wells (LCW-1, LCW-2, and LCW-3) equipped with submersible pumps and controls are used to remove leachate collected in the down-gradient perimeter trench. A fourth pumping well (LCW-4) is used to remove leachate collected in the cross-trench at the center of the containment area. Accumulated leachate is pumped into 2-inch-diameter PVC force mains that discharge into the concrete leachate collection tank. The maximum capacity of the tank is 44,000 gallons; however, the operating capacity of the tank is limited to 13,000 gallons, as only one section of the partitioned tank is utilized during Site operations. In addition, leachate levels in the tank are purposefully maintained below the elevation of the high-density polyethylene (HDPE) liner, which is fused to the exterior surface of the tank.

1.3 Site History

Initial Remedial Activities

The PAS facility, a high-temperature, liquid-chemical waste incineration facility, operated from 1970 through 1977. Beginning in 1973, a series of incidents, including liquid waste spills and the overflow of liquid wastes from lagoons into White Creek, led to the involvement of the United USEPA and NYSDEC at the Site. Response actions taken from 1973 to 1982 by the USEPA, NYSDEC, and Coast Guard resulted in an oil spill cleanup, the removal of the incineration facilities, drummed wastes, bulk liquid wastes, and contaminated soils, and the closure of two on-site lagoons. According to the 1993 Record of Decision for the PAS Site, these removal actions constitute the first operable unit (OU1).

Initial RI/FS Activities

From 1982 to 1984, the NYSDEC performed a *Site Investigation and Remedial Alternatives Evaluation* of the Site which was the initial Remedial Investigation/Feasibility Study (RI/FS) conducted at the Site. Based on the results of this study, the USEPA signed a ROD in 1984 (OU2), which specified the following remedial actions: 1) limited excavation and off-site disposal of contaminated materials, 2) installation of a perimeter slurry wall, 3) Site grading and capping in accordance with Resource Conservation and Recovery Act (RCRA) requirements, 4) installation of a leachate collection and treatment system, and ground-water monitoring. The NYSDEC implemented the remedial actions identified in the ROD, with the exception of the on-site treatment system. Rather than installing an on-site treatment system, the leachate was collected by the NYSDEC from 1986 through 1991 and transported off-site to an approved RCRA treatment, storage, and disposal (TSD) facility. In addition, the NYSDEC conducted

routine maintenance at the Site, which included mowing the vegetated cap, as well as maintaining the leachate collection system, perimeter fence and access road.

From 1984 to 1986, the NYSDEC performed an environmental assessment of the area in the vicinity of the Site that included White and Wine Creeks. Based on the results of the environmental assessment, the NYSDEC determined that no remediation of the creeks was required.

Supplemental RI/FS Activities

The results of soil gas and ground-water sampling of existing monitoring wells at the Site, conducted between 1987 and 1990, indicated the presence of VOC contamination in the groundwater outside the slurry wall containment system.

In September 1990, an Administrative Order on Consent (AOC) was entered into between the USEPA and a group of potentially responsible parties (PRPs) to conduct a supplemental RI/FS to evaluate the integrity of the existing containment system at the Site, to determine the nature, extent, source, risk, and to identify and evaluate remedial alternatives associated with contamination outside the containment system.

Based upon the results of the supplemental RI/FS, the USEPA signed a ROD on December 29, 1993, (OU3). The 1993 ROD incorporated all of the existing components of the 1984 ROD, as well as several additional components. The selected remedy under the 1993 ROD included: 1) enhancing the present source control system by optimizing the leachate extraction rate and other operating parameters in order to achieve, to the degree practicable, inward horizontal gradients in the overburden and upward vertical gradients from the bedrock toward the containment system; 2) connecting down-gradient residents in the Smith's Beach area, who were using residential wells, to the public water supply; and 3) implementing institutional controls on ground-water usage through deed restrictions that covered the Site, as well as down-gradient locations, including the Smith's Beach area.

The 1993 ROD also called for several investigations related to the enhancement of the source control system. In addition, as there was some uncertainty related to the source of the polychlorinated biphenyl (PCB) contamination detected in the sediments in the adjacent wetlands and White and Wine Creek[1]; the ROD called for a study to determine the sources of PCB and pesticide contamination.

IGR Activities

In October 1991, the USEPA and a group of PRPs (the Respondents) entered into the 1991 IGR Order for implementation of interim groundwater removal activities at the Site. The 1991 IGR Order required removal of leachate from within the containment system on a periodic basis. While it also required routine maintenance of the leachate collection system, the NYSDEC retained responsibility for all other site maintenance activities, including maintaining the vegetated cap. As noted previously, the completion report for the 1991 IGR Order was submitted to, and approved by, USEPA in September 1994. A total of 814,325 gallons of leachate were removed during the 1991 IGR Order.

[1]PCBs were not detected in the surface water located adjacent to the Site and pesticides were not detected in the sediments located adjacent to the Site.

These IGR activities were continued without interruption by a second administrative order effective in October 1994, which required routine IGR removals and, among other things, connection of residents using residential wells in the Smith's Beach area to the City of Oswego's public water supply. The water supply connections were subsequently completed in July 1995 as documented in a report dated August 23, 1995. A total of 1,090,106 gallons of leachate were removed during the 1994 IGR Order.

Pre-Remedial Design Studies

In July 1994, an AOC was entered into by the USEPA and a group of PRPs to conduct a supplemental pre-remedial design study (SPRDS) (which was completed in 1996) related to the investigations called for in the 1993 ROD. The SPRDS Phase I Report concluded that the VOC-concentrations in the groundwater plume located down-gradient from the containment system were declining and that the direction of the VOC-plume was northwest toward the Wine Creek wetlands and not northerly toward Smith's Beach as previously believed. In addition, the SPRDS determined that the IGR pumping was maintaining hydraulic control within the containment system, and furthermore, any bedrock groundwater pumping down gradient from the containment system would adversely affect the hydraulic control within the containment system. (Roux 1995)

In September 1996, an Explanation of Significant Differences (ESD) was issued by the USEPA based on the findings reported in the SPRDS. The ESD explained the results of the additional (SPRDS) investigations called for in the 1993 ROD and presented the following modifications to the 1993 ROD: 1) identified that any bedrock pumping conducted down-gradient from the containment system would adversely affect the containment system, as well as adjacent streams, and wetlands; 2) modified the contingent remedy for the treatment of leachate to provide for continued off-site treatment and disposal in lieu of discharge to the City of Oswego Waste Water Treatment Plant; and 3) identified that the Site was not the source of pesticides in surface water or a present source of PCBs in the creek or wetland sediments, and other upstream sources of PCBs exist.

Based on the SPRDS results, a Focused Feasibility Study (FFS) was completed in June 1996 to identify and evaluate remedial alternatives for the PCB-impacted sediments in the vicinity of the Site. The FFS determined that PCB-impacted sediments do not pose a human health risk and only marginal potential risks to conservatively selected animals are present. In October 1997, the USEPA signed a ROD for the PCB-impacted sediments in the vicinity of the Site and subsequently negotiated an order for parties, other than the group of parties who performed the SPRDS and IGR activities as described herein. The 1997 ROD identified no further action with long-term monitoring as the selected remedy. A December 18, 1997 letter was submitted to, and approved by USEPA, documenting the completion of all activities required by the SPRDS Order.

IGR Data Review and Completion Reports

On behalf of the Respondents to the 1994 IGR Order, two data review reports were prepared summarizing site data collected during the interim groundwater removal and long-term monitoring programs. The first IGR/LTMP Data Review Report summarized hydrogeologic, groundwater and leachate data collected at the Site through 1995 and, it demonstrated the continued success of the IGR program (Roux 1996). Specifically, this report indicated that groundwater VOC concentrations down-gradient from the containment system continued to decline. In addition, the report indicated that inward horizontal gradients occurred at the slurry wall perimeter, while upward vertical gradients occurred beneath most of the containment system,

especially in the central portion near LCW-4, cited as the source area for VOCs detected in the bedrock aquifer down-gradient of the PAS Site (Golder 1993a). The second IGR/LTMP Data Review Report, which summarized IGR data collected during the years 1996 and 1997, confirmed the continuing success of the IGR program (Roux 1998).

The IGR Completion Report was submitted by *de maximis* on October 29,1998. As summarized in the IGR Completion Report, the groundwater quality monitoring results indicated that VOC concentrations in the M-21 plume remain at concentrations similar to the low levels reported in previous reports. Leachate quality data collected at LCW-2 and LCW-4 indicated declining VOC concentration trends. Hydraulic control within the containment system was first achieved in 1993 through steady dewatering of overburden groundwater levels inside the containment system. Routine groundwater elevation monitoring during the IGR indicated that the overburden groundwater within the containment system had been significantly dewatered since the IGR began in early 1992, which allowed inward horizontal gradients to be achieved around the containment system to the extent practicable. Similarly, vertical hydraulic gradients beneath the containment system progressed from completely downward in 1991 to significantly upward during the IGR, thus providing hydraulic control beneath the containment system. USEPA approved the IGR Completion Report on December 10, 1998.

Consent Decree for Operation, Maintenance and Long-Term Monitoring Activities

In September 1997, the USEPA and the Performing Settling Defendants (PSD) signed a Consent Decree for the implementation of the operation, maintenance, and long-term monitoring components of the ground-water remedy described in the 1993 ROD, as clarified by the 1996 ESD. On September 15, 1998, the PSD were notified by USEPA that the Consent Decree was entered on August 10, 1998. This Consent Decree provided for continuation of the IGR program through October 1998. USEPA approved the Consent Decree-required Operation, Maintenance and Long-term Monitoring (OMM) Plan prepared by the BBL Environmental Services, on behalf of the PSD, in August 1998. USEPA concurred that site activities described in the approved OMM Plan would begin in November 1998 immediately following the October 1998 completion of the IGR program.

The OM&M Plan provides for continued removal of leachate from within the containment system on a periodic basis to the maintain hydraulic control that had been established around the containment system during the IGR to further reduce and minimize down-gradient migration of contamination. These objectives were to be met by continued operation of the containment system (including cover, slurry wall, and leachate and ground-water collection system off-site treatment and disposal of the collected leachate and ground water, establishment of institutional controls, and long-term monitoring). The OM&M program has resulted in continued success in the control of the Site and improvement in the groundwater quality down gradient of the Site as further discussed herein.

1.4 USEPA Five-Year Review of Remedy in 1998

In June 1998, USEPA issued their first Five-Year Review Report for the Site, which was required to evaluate the remedies for the Site described in the USEPA 1993 Record of Decision. USEPA Subsequently amended the Five-Year Review Report in September 1998 to clarify a reference to the supplemental and RI Report issued in June. The Five-Year Review Report stated that... "the remedies set forth in the RODs are fully protective of human health and the environment". USEPA's finding reflects the successful accomplishments of the IGR as a key remedial component for the Site. In addition, the Five-Year Review Report states that... "The highest level

of contaminants contained by the slurry wall and cover system occurred in this area [near LCW4], where downward vertical gradients existed prior to implementation of the IGR. The IGR reversed the vertical gradients in this area, and mitigated releases from this source". These conclusions illustrated the proven success of the IGR program, which was conducted without interruption over six-years. A copy of the USEPA 1998 Five-Year Review Report for the PAS Oswego Site is provided in Appendix A.

2.0 OM&M Project Team

This section presents the members of the Project Team, including the project coordinator, prime contractors and major subcontractors.

2.1 Project Coordinator - de maximis, inc., Knoxville, Tennessee

de maximis, inc. was selected as Project Coordinator for the Respondents to the 1991 and 1994 IGR Orders, the 1994 SPRDS Order, as well as the 1997 Consent Decree. All OM&M activities conducted at the Site are managed by *de maximis, inc*, including coordination of all work performed by the prime contractors and subcontractors listed below, submittal of quarterly progress reports to the USEPA documenting operations, maintenance and long-term monitoring work completed at the Site, as well as other work required by the Consent Decree.

2.2 Prime Contractor- O'Brien & Gere, Syracuse, New York

The general responsibilities of the prime contractor include subcontracting leachate collection, removal, transportation, and disposal operations, performing collection system monitoring and maintenance, and preparing reporting documentation. In addition to its operational responsibilities, the prime contractor is responsible for all site maintenance and monitoring activities, including routine operational monitoring of the slurry wall containment system and long-term monitoring of groundwater.

O'Brien & Gere (OBG) is the prime contractor for all OM&M work activities performed at the Site. Buffalo Fuels Corporation (BFC), a licensed hazardous waste transporter, is the transportation subcontractor for the activities performed under the OM&M Plan. The CECOS International Inc. facility in Niagara Falls, New York (CECOS) is the approved treatment and disposal facility under subcontract to OBG. OBG Labs conducts periodic analysis of leachate and groundwater samples collected at the Site In 2000, OBG replaced BBL Environmental Services (BBLES), who previously served as the prime contractor for OM&M work conducted at the Site. BBLES utilized the same subcontractors for leachate transportation and disposal referenced above.

3.0 DESCRIPTION OF OM&M ACTIVITIES

This section presents a summary of OM&M work activities conducted at the Site under the Consent Decree, including a brief overview of the OM&M field activities, as well as a summary of leachate quantities removed for off-site treatment and disposal.

3.1 OM&M Field Activities

In general, OM&M field activities include routine operational and long-term monitoring, site maintenance, as well as leachate removal, treatment and disposal. The following provides an overview of the OM&M operations.

3.1.1 Monitoring Activities

Both operational and long-term monitoring are conducted at the Site. The operational monitoring activities include ground-water and surface water elevation measurements at selected locations in the vicinity of the containment system, and leachate quality monitoring from specified locations within the containment system. Long-term monitoring consists primarily of the semi-annual sampling of groundwater wells locate both at and down-gradient of the Site. These activities are performed at various frequencies as discussed below and as shown in Table 1. The purpose of the periodic monitoring was to evaluate the hydrogeologic conditions in the vicinity of the containment system to determine the effectiveness of leachate removal activities, and to determine groundwater conditions at long-term monitoring wells down-gradient of the containment system. Stream sediment and surface water elevation monitoring was also conducted at the Site, but was discontinued in 2000 as described below.

Operational Monitoring Activities

Monthly Groundwater Elevation Monitoring

Ground-water elevation measurements are performed monthly in conjunction with the initial leachate removal event (1st week of the month) during each month for the twelve SWW-wells and the four LCW wells (Figure 2). In addition, ground-water elevation measurements are taken at the SWW- and LCW-wells prior to the contingency removal event (3rd week of the month).

Quarterly Groundwater Elevation Monitoring

In addition to the monthly elevation monitoring described above, quarterly groundwater elevation monitoring is conducted at wells LR-2, -3, -6, and -8, and the six M-series wells (M-21, -22, -23, -24, -25 and –26).

Leachate Collection Well (LCW) Quality Monitoring

Leachate samples were collected from LCW-1 and LCW-2 (Figure 2) on a semi-annual basis in the spring and fall for operational monitoring purposes. These samples are analyzed for the analytes presented in Table 2. These samples are generally collected to verify the constituent concentrations are consistent with the waste characterization information used for disposal of leachate removed from the Site. These leachate monitoring activities are typically performed in conjunction with each semi-annual monitoring event.

Long-term Monitoring Activities

Groundwater Quality Monitoring

Groundwater is sampled from the five groundwater bedrock monitoring, or Long-term Monitoring (LTM) wells specified in the Consent Decree on a semi-annual basis (typically sampled in May and November). These LTM wells include LR-6, LR-8, M-21, M-25, and M-26 (Figure 2 for locations and Appendix B for construction details for these wells). Groundwater samples collected from the LTM wells is analyzed for selected VOCs (i.e., including VOCs designated as LTM performance standards – see Table 2).

Stream Sediment and Surface Water Monitoring

Stream sediment sampling was formerly performed to monitor VOCs at three locations within White and Wine Creeks once annually, in the fall. These sample locations were designated as SS-1, SS-3 and SS-4A. The OM&M Plan allowed for elimination of a sediment sampling location or constituents at a location if the location achieved the performance standard in two consecutive monitoring events. Since there were no detection of VOCs at any of the three sediment locations for two consecutive years, EPA approved discontinuance of further sediment sampling on September 13, 2000. (Please note that stream sediment monitoring for PCBs has continued at the Site by parties performing this work under a separate USEPA order.)

Surface water monitoring was formerly performed on a semi-annual basis at up to six stream gauges at locations SWG-1A, SWG-2, SWG-3, SWG-4 in White Creek, SWG-6, SWG-7 in Wine Creek (Figure 2). This stream surface water monitoring was also discontinued in 2000 as approved by EPA on September 13, 2000.

3.1.2 Leachate Removal and Off-Site Treatment and Disposal

Leachate collection, removal, and disposal protocols provide that these activities be performed during the first (primary event) and the third weeks (contingency event) of each month, in conjunction with operational monitoring activities described above. The protocol described below is utilized for removal activities under the OM&M Plan.

Leachate Removal Procedure

During the first week of each month, pre-pumping operational groundwater elevation measurements were taken from all LCW- and SWW-Series wells.

Approximately two days after the primary removal event pre-pumping groundwater elevation measurements the leachate collection system is operated to remove, transport, and dispose of leachate. Specifically, during the first week of each month, up to 15,000 gallons of leachate, or the volume that could be efficiently removed during a one-day pumping event, is pumped to the leachate storage tank. Vacuum trucks are utilized to remove and transport the leachate for treatment and disposal. During the third week of each month, groundwater elevations in the SWW- and LCW-Series wells are measured to determine the approximate quantity of leachate present in the leachate collection wells and trench. If the measured elevations indicates that an additional 10,000 gallons of leachate has accumulated, then a contingency removal event is scheduled.

In November 1999, the leachate removal protocol was modified to base the removal of leachate from LCW-4 on the vertical hydraulic gradients in the vicinity of LCW-4. All other leachate removal procedures remained the same. Vertical hydraulic gradients in the vicinity of LCW-4 are evaluated quarterly to determine groundwater levels measured in the bedrock and overburden at the Site. If sufficient upward vertical gradients (i.e., greater than 1.5 ft/ft) are measured at the Site, then LCW-4 would not be pumped until such time as the vertical gradients were re-evaluated during the next quarter.

3.2 Leachate Removal and Disposal Summary

Leachate extracted from 1991 to 2003 was transported to treatment and disposal facilities approved by USEPA. Table 3 presents the quantities of leachate removed since 1992. As shown in the table, as of May 2003 a total of 2,596,646 gallons of leachate were removed from the containment system since PRPs began leachate removal activities in 1992. Leachate removed from the Site has been transported to CECOS in Niagara Falls, New York for treatment and disposal since May 1996. Prior to that time, leachate removed from the Site was transported to DuPont's Deepwater New Jersey treatment and disposal facility.

A total of 692,215 gallons of leachate were removed during the period removal activities were conducted under the Consent Decree following USEPA approval of the OM&M Plan (November 1998 through May 2003). Historically higher leachate removal quantities were achieved, especially during the early to mid-nineties when overburden leachate and groundwater levels within the containment system were at higher elevations. Since then, leachate and groundwater elevations within the containment system have declined and stabilized and therefore, removal rates have stabilized accordingly. Over the past five years, removal rates have stabilized within the range of approximately 10,000 to 15,000 gallons per month. Since stable leachate and groundwater levels have been achieved within the containment system, the contingency removal events have not been necessary since October 2000, as determined by pre-pumping elevation data collected during the monthly contingency event monitoring since that time. Contingency event monitoring data continues to indicate that a minimum of 10,000 gallons of leachate is not accumulating in the collection system, as required to trigger the contingency removal of leachate.

Since November of 1999, the revised pumping protocol has been implemented for LCW-4 to provide for pumping of this well during periods when vertical hydraulic gradients at the Site are less than 1.5 ft/ft, which has occurred during the dry summer and fall months when regional groundwater levels are historically lower. Since overburden levels inside the containment system have stabilized, vertical gradient fluctuation is primarily due to fluctuations in regional bedrock groundwater levels. Since this protocol began, LCW-4 was pumped during six months in 2001 and nine months in 2002, including all of the months during summer and fall as expected when regional groundwater levels are lower.

4.0 OM&M MONITORING RESULTS

This section presents the results of operational and long-term monitoring conducted under the Consent Decree.

4.1 Operational Monitoring

Operational monitoring conducted during the OM&M activities indicates that hydraulic control within the containment system has been maintained, which has mitigated further migration from the containment system and allowed down-gradient VOC concentrations to decline as discussed below. The operational monitoring shows that overburden groundwater and leachate levels within the containment system have stabilized and therefore, horizontal and vertical gradients in the vicinity of the containment system have also stabilized at levels needed to provide sustained hydraulic containment. The five-year (June 1998 to June 2003) hydrographs for slurry wall well pairs, SWW-1/2 (up-gradient well pair), SWW-5/6 (down-gradient well pair) and SWW-11/12 (down-gradient well pair), show some seasonal variations with generally stable groundwater elevations inside the containment system (Figure 8a, 8b, 8c). Water levels inside the containment system remain stable within seasonal water level variations during the OM&M period. Decreased water levels in the containment system continue to occur in late summer and fall when low regional bedrock groundwater levels occur. Leachate removal volumes have historically diminished during these periods due to reduced accumulation of available leachate within the collection system in the containment system. While leachate accumulation and removal volumes have historically increased somewhat during late winter and spring when regional groundwater levels rise, these seasonal patterns have also stabilized over the last five years.

The vertical gradient plots from 1999 through 2002 indicate that upward gradient have been maintained over most of the site, including LCW-4 during the critical winter and spring months (Figure 9). Historically, the summer and fall vertical gradients beneath the containment system vary, and are sometimes downward, due to the low regional groundwater levels in the bedrock aquifer during these seasons. In addition, the concentrations of VOCs in leachate (LCW) wells (Figure 11a-11b, Table 8a – 8b) have remained stable over the same five year period. The OM&M operational monitoring data confirms that the OM&M operations over the past five years have maintained the hydraulic control within the containment system.

4.2 Long-term Groundwater Monitoring

In the five years since the OM&M activities began in November 1998, continued progress has been made toward achieving the performance standards for the Site (Table 2). In accordance with the OM&M Plan, groundwater quality monitoring was performed at the five LTM wells: LR6, LR8, M-21, M-25 and M-26. All of the LTM wells are screened in the upper zone of the bedrock aquifer down-gradient of the containment system. The historical data for these wells (designated LR-series wells and M-series wells) is presented in Figure 4. Long-term monitoring under the Consent Decree followed USEPA approval of OM&M Plan and began in November 1998. This figure summarizes the VOC performance monitoring parameters for each of the LTM wells. A summary of the groundwater monitoring data collected at each of the LTM wells discussed below provides a comparison of the LTM monitoring results to performance standards for the LTM wells provided in the Consent Decree (benzene - 0.7 ug/l, toluene - 5 ug/l, ethylbenzene – 5 ug/l, chlorobenzene – 5 ug/l, 1,1 dichloroethane – 5 ug/l). For the purposes of this discussion, LTM monitoring results refers to those monitoring results collected under the Consent Decree (since November 1998), while historical monitoring results are shown for the period since the well was constructed prior to November 1998. The monitoring results

for LTM wells located down-gradient from the containment system and south of Mitchell Street are discussed first, followed by a discussion of the results of LTM wells located north of Mitchell Street.

LTM Wells South of Mitchell Street

The following three LTM wells down-gradient of the containment system are located south of Mitchell Street: LR-6, LR-8 and M-21 as shown on Figure 4.

LTM Well LR-6

The historical monitoring results indicate that LTM well LR-6, which was installed by NYSDEC immediately adjacent to the southwestern corner of the containment system in 1989, has been only marginally impacted by VOCs, The LTM data indicate that 1,1-dichloroethane has been the only constituent detected at above the performance standards at - LR-6 since LTM monitoring began. Residual concentrations of 1,1- dichloroethane have continued to attenuate during the last five years to near detection levels and have remained below performance standards during the LTM monitoring period.

LTM Well LR-8

LTM well LR-8, which was also installed by NYSDEC in 1989, is located on the Site, down-gradient of the containment system and just north of White Creek. Historical –monitoring results at LR-8 indicated elevated concentrations of benzene, ethylbenzene, xylenes and chlorobenzene. LTM monitoring data indicates that only benzene and chlorobenzene remain above performance standards currently, as historical LTM concentrations of ethylbenzene and xylene have attenuated below performance standards. The relatively low benzene concentrations have attenuated somewhat during the LTM monitoring period, while chlorobenzene concentrations also remain low and just slightly above performance standards. Attenuation of VOC concentrations at LR-8 have generally mirrored the attenuation pattern seen at M-21, as discussed below, with somewhat higher concentrations for benzene and chlorobenzene (Figure 7, Table 6).

LTM Well M-21

LTM well M-21 was installed in 1991 during the SRI/FS and is located down-gradient of LR-8 on the Industrial Precision Controls property and near the northeast corner of the Site. The historical concentrations at M-21 indicate similar constituents as those detected at LR-8, especially benzene and chlorobenzene. Other VOC constituents have been historically at or below detection limits since the mid-nineties (Figure 6, Table 5). During the LTM monitoring period, benzene and chlorobenzene have exceeded performance standards, although chlorobenzene concentrations have declined below performance standards since November 2002. Benzene concentrations have appeared to diminish slightly over the LTM monitoring period with remaining benzene concentrations only slightly above the performance standard.

LTM Wells North of Mitchell Street

The following two LTM wells down-gradient of the containment system are located north of Mitchell Street: M-25 and M-26.

LTM Well M-25

LTM well M-25 was installed as part of the M-series wells in 1994. It is located on the Holliday property immediately north of Mitchell Street and down-gradient of LTM well M-21. Historically, two

of the performance constituents (benzene and chlorobenzene) were detected at M-25, but at relatively low concentrations. These constituents have attenuated significantly during the LTM monitoring period to concentrations that are below performance standards, or more specifically to concentrations at or below detection limits (Figure 5, Table 4). Performance standards at M-25 have not been exceeded for the last two sampling events.

LTM Well M-26

LTM well M-26 was also an M-series well that was installed in 1994. This well was originally installed between the Site and Smith's Beach to determine if groundwater moves northerly from the Site toward Smith's Beach. It was subsequently determined that groundwater flow moves north and west toward the Wine Creek wetlands and not north toward M-26 and Smith's Beach. It is physically located on the Melvin Holliday Trust property north of Mitchell Street and west of Smith's Beach Road. Since monitoring of M-26 began in 1994, results indicate that there have never been any VOC constituents detected at this well, as may be expected (Figure 4).

Summary

The three LTM wells south of Mitchell Street, LR-6, LR-8 and M-21, have relatively low VOC concentrations and continue to attenuate. LR-6 has not exceeded any performance standards since LTM monitoring began in November of 1998. This well still has some residual concentrations of 1,1-dichloroethane, but they are very near the detection limits. The other LTM wells in this area, LR-8 and M-21, have low VOC concentrations, but still exceed performance standards, specifically those for benzene (LR-8 and M-21) and chlorobenzene (LR-8 only). Concentrations are relatively low and continuing to attenuate in the area south of Mitchell Street, but still remain above performance standards.

The two LTM wells north of Mitchell Street, M-25 and M-26, have VOC concentrations below performance standards. M-25 VOC concentrations have attenuated during the LTM period and have been below performance standards since May 2002. At M-26, no VOC constituents have ever been detected. Since the M-25 well is down-gradient of M-21, it is apparent from the LTM results that the M-21 plume boundary has receded during the LTM monitoring period to the area south of Mitchell Street.

4.3 Stream Sediments and Surface Water Monitoring

As previously discussed, the stream sediment and water level monitoring was eliminated from the OM&M protocol on September 13, 2000, as approved by EPA. The data presented with the request to eliminate the monitoring indicated that none of the VOC monitoring constituents were ever detected in the sediments for any sampling event (Table 7). The stream elevation monitoring was also eliminated at that time. Thus, stream sediment and surface water elevation monitoring activities are no longer required to be conducted under the Consent Decree.

5.0 REMEDY EFFECTIVENESS SUMMARY

This section summarizes information discussed above and illustrates the continued effectiveness of the remedy as documented both by USEPA's 1998 Five-Year Review Report, as well as the monitoring results obtained during the period work was performed under the Consent Decree These results further describe continued remedial progress at the Site that has been well-documented in various studies and reports referenced herein. Studies completed during the IGR period (1991 to 1998) were documented in the IGR Completion Report (*de maximis*). The Quarterly Progress Reports submitted by *de maximis* during the OM&M operation under the Consent Decree show continued remedial progress at the Site as described herein. By maintaining inward and upward gradients, especially the upward gradients beneath the central portion of the containment system near LCW-4, the potential source of contaminant releases continued to be controlled.

The LTM data presented in this report demonstrates that the OM&M operations have maintained hydraulic control within the containment system, which allowed VOC constituent concentrations in long-term monitoring wells down-gradient of the containment system to decline through natural attenuation. Significantly, the VOC concentrations in long-term monitoring wells located north of Mitchell Street (M-25 and M-26) are now below performance standards. The concentrations at the LTM well M-25 have been reduced substantially over the past five years to below the performance standards, while M-26 has never had any detection of VOCs. Relatively low VOC concentrations at M-21 (Figure 6, Table 5) and LR-8 (Figure 7, Table 6) have attenuated over the past 5 years, but remain above performance standards.

Roux updated their evaluation of the extent of VOCs in groundwater in the bedrock aquifer down-gradient of the containment system. Specifically, Roux, updated their evaluation of what has historically been referred to as the 'M-21 groundwater plume' boundary that was initially documented in their 1995 SPRDS Report and based on their review of the LTM data compiled through May 2003. The Roux evaluation of bedrock groundwater conditions reflects the attenuation of VOCs down-gradient of the containment system as discussed herein, especially those at LTM well M-25. The attenuation of VOCs at M-25 to concentrations below performance standards the decline of VOCs at LR-8 and M-21 indicate that the M-21 down-gradient plume boundary has receded and is now located south of Mitchell Street (Figure 10). Therefore, only properties down-gradient of the Site and south of Mitchell Street are now impacted by the M-21 groundwater plume.

As presented in the IGR Completion Report submitted October 1998, the IGR program effectively mitigated potential contaminant migration from the containment system. The OM&M program has continued to build on that success over the past five years. The 1998 Five-Year Review Report stated that... "the remedies set forth in the RODs are fully protective of human health and the environment". The OM&M monitoring results obtained since the 1998 Five-Year Review Report was issued show further remedial progress with significant attenuation of VOCs in the bedrock aquifer down-gradient of the containment system. Therefore the ongoing site remedial activities indicates that the site remedies continue to be protective of human health and the environment.

6.0 INSTITUTIONAL CONTROLS

In accordance with the Consent Decree, the PSD have worked closely with EPA to obtain the information and mechanisms necessary to establish institutional controls for those properties down-gradient of the Site. As discussed above, the concentrations of the performance standards at wells monitored under the OM&M program indicate that the plume is continuing to degrade and is currently only affecting properties south of Mitchell Street. (Figure 10).

These properties include the Industrial Precision Products property (tax # 110.84-01-02) and the Niagara Mohawk Power Company property (tax # 110.83-02-02). As required under Paragraph 33 of the Consent Decree the Niagara Mohawk property has institutional controls in place. The Industrial Precision Products property includes five historic parcels only two of these parcels are potentially affected by the site. These parcels are immediately down-gradient of the Site and are the location of well M-21. As noted above those properties are in the City limits and wells are strictly prohibited. However, the PSD are continuing the process of pursuing institutional controls for the potentially affected parcels.

The PSD are currently performing a title search for the Industrial Precision Control property. Upon confirmation of the effected parcel and the current owner, the PSD will provide the title report information to USEPA and contact the property owner to obtain the appropriate institutional control as necessary.

7.0 RECOMMENDATIONS

The success of the OM&M activities at maintaining hydraulic control are well documented; therefore, continued operation of the system using the leachate removal protocol is generally appropriate. However, some of the current operational and long-term monitoring activities performed can be streamlined based on the LTM results documented herein, as well as constructive experience gained during the lengthy history of operational monitoring at the Site. Therefore, the following recommendations are provided to improve the efficiency of the OM&M operation and eliminate unnecessary monitoring activities to better focus future OM&M activities as needed to sustain hydraulic control within the containment system and to ensure continued protection of human health and the environment.

Specifically, we recommend the following proposed modifications to the current OM&M program.

Eliminate the contingency removal event

The contingency removal event protocol should be eliminated from the OM&M protocol. OM&M monitoring results indicate that these contingency events have not been necessary since October 2000, and are no longer needed to maintain hydraulic control within containment system. Specifically, the pre-pumping monitoring during the third week of the month would no longer be conducted.

Conduct pre-pumping elevation monitoring quarterly

Pre-pumping groundwater elevation monitoring should be conducted on a quarterly basis, in conjunction with the gradient evaluation. This gradient evaluation has successfully indicated removal actions necessary to maintain hydraulic control. The pre-pumping elevation measurements are a carryover from the IGR program and are no longer needed to determine removal requirements at the Site. Removal of approximately 10,000 gallons would be routinely conducted during the first week of each month. Quarterly pre-pumping monitoring results obtained during the first week of each quarter would be reviewed to determine if a minimum of 5,000 gallons of additional leachate can be removed during that removal event. An additional amount of up to approximately 10,000 gallons would be removed if the pre-pumping monitoring results indicate such quantities can be efficiently removed from the Site.

Eliminate long-term monitoring at wells LR-6, M-25 and M-26

Long-term groundwater quality monitoring at wells LR-6, M-25 and M-26 should be eliminated and these wells should be properly abandoned for the following reasons. The LTM data indicate that concentrations of 1,1 dichloroethane, the only constituent detected at level LR-6 since LTM monitoring began, have continued to attenuate to near detection limits. Concentrations of 1,1 dichloroethane have remained below performance standards during the LTM monitoring period. Concentrations of VOCs at well M-25 have been below the performance standards for over two consecutive sampling events. In addition, the concentration of VOC compounds other than benzene have been below performance standards since 2000. The direction of groundwater flow is northwest toward the Wine Creek Wetlands and not north toward M-26 and Smith's Beach. No VOC compounds have ever been detected at M-26 since it was installed in July 26, 1994.

Eliminate groundwater elevation monitoring at wells LR-2, M-22, M-23, M-24, M-25, and M-26.

Groundwater elevation monitoring at bedrock wells LR-2, M-22, M-23, M-24, M-25, and M-26 should be eliminated and these wells should be properly abandoned. As discussed above all of these wells have remained below performance standards for at least two monitoring events. In accordance with the Consent Decree these wells may be eliminated.

Leachate monitoring should be conducted annually
We recommend that operational monitoring of leachate wells LCW-2 and -4 wells be conducted on an annual basis (currently monitored semi-annually) to provide continued data to evaluate the concentrations of VOCs in the leachate collected from the containment system.

Reduce progress reporting to annually
The frequency of progress reporting under the Consent Decree should be reduced from quarterly to annually.

Pursue institutional controls for down-gradient properties south of Mitchell Street
Institutional controls are being pursued on potentially affected properties down-gradient of the Site. Based on the current data, we recommend that institutional controls be sought for the potentially affected parcels on Industrial Precision Products property south of Mitchell Street. As discussed above, the two properties south of Mitchell Street are Niagara Mohawk and Industrial Precision Products. Niagara Mohawk has already completed an institutional control document under Paragraph 33 of the Consent Decree and the PSD are preparing to pursue institutional controls for the Industrial Precision Products parcels.

8.0 REFERENCES

BBL Environmental Services, Operation, Maintenance and Long-term Monitoring Plan, Pollution Abatement Services Site, Oswego, New York, August 1998

de maximis, inc., Completion Report for 1991 IGR Order, Pollution Abatement Services Site, Oswego, New York, 1994.

de maximis, inc., IGR Completion Report, Pollution Abatement Services Site, Oswego, New York, 1998.

Golder Associates, Inc., Supplemental Remedial Investigation Report, Pollution Abatement Services Site, Oswego, New York, 1993.

Roux Associates, Inc., 1996/1997 IGR and LTMP Data Review, Pollution Abatement Services Site, Oswego, New York, 1998

Roux Associates, Inc., 1995 IGR and LTMP Data Review, Pollution Abatement Services Site, Oswego, New York, 1996.

Roux Associates, Inc. Phase I Supplemental Pre-Remedial Design Study Report, Pollution Abatement Services Site, Oswego, New York, 1995.

Roux Associates, Inc., June 18, 2003 letter to *de maximis, inc.*

U.S. Environmental Protection Agency, Record of Decision, 1993.

U.S. Environmental Protection Agency, Record of Decision, 1997.

U.S. Environmental Protection Agency, Five-Year Review Report, Pollution Abatement Services Site, Oswego, New York, 1998.

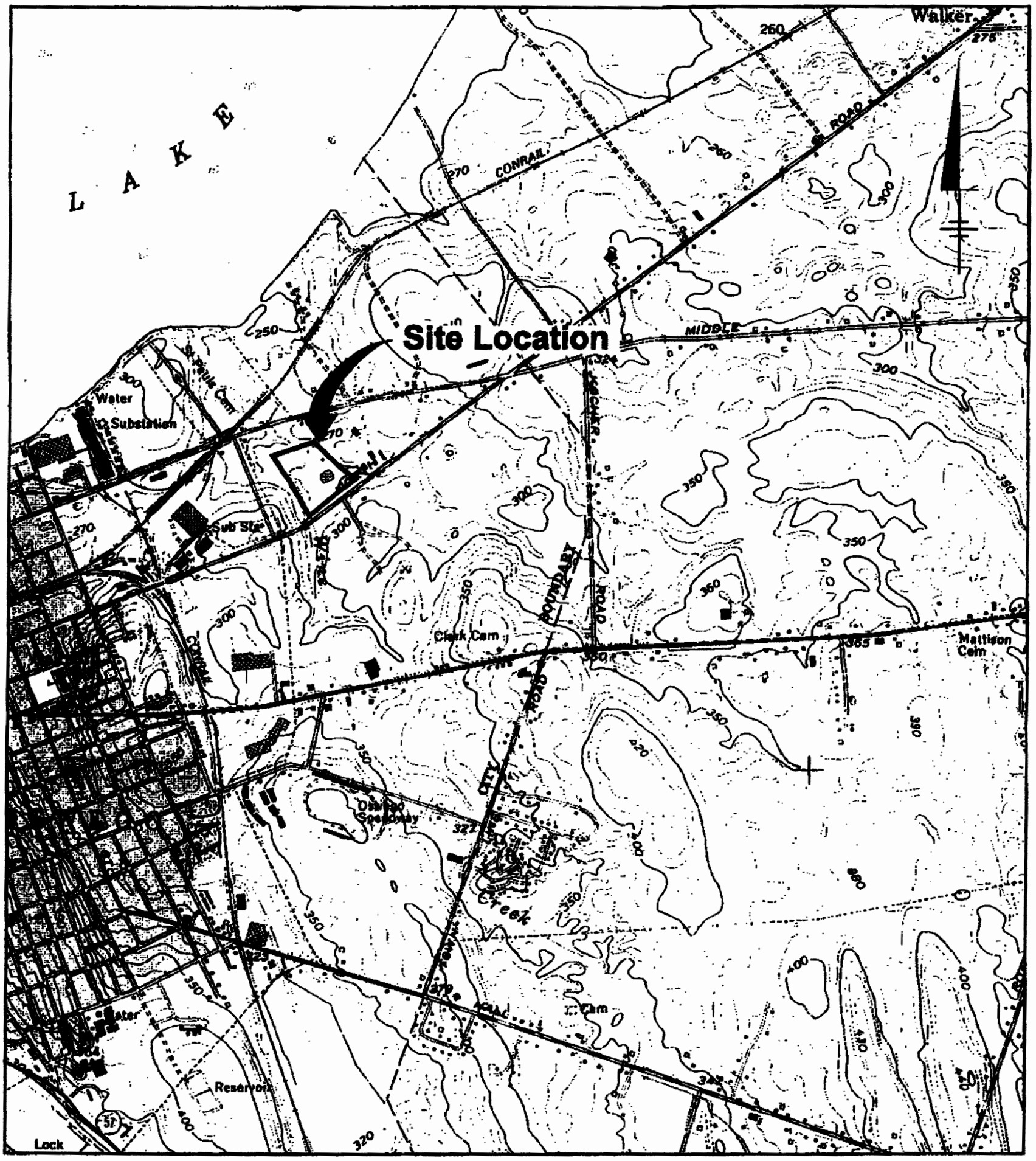
FIGURES

Figure 1 - Site Plan
Figure 2 - Site Features Plan
Figure 3 – Properties North of the Site
Figure 3a- Geologic Cross Section
Figure 4 - Historical Concentrations of VOCs in Groundwater (OBG 2003)
Figure 5 – Historical Concentrations of VOCs at M-25
Figure 6 – Historical Concentrations of VOCs at M-21
Figure 7 – Historical Concentrations of VOCs at LR-8
Figure 8a –8c- Historical SWW Well Pair Hydrograph Charts
Figure 9– Inferred Historical Vertical Hydraulic Gradients Beneath the Containment System (Roux 2003)
Figure 10 Down-gradient Properties Recommended for Institutional Controls
Figure 11a-11b Historical Concentrations of VOCs in Leachate

TABLES

Table 1 – Operation and Maintenance and Long –Term Monitoring Plan Monitoring schedule
Table 2 – Performance Standards
Table 3 - Leachate Removal Quantities
Table 4 - Historical Concentrations of VOCs at M-25
Table 5 - Historical Concentrations of VOCs at M-21
Table 6- Historical Concentrations of VOCs at LR-8
Table 7 – Summary of VOC Sediment Sampling Results
Table 8a-8b - Historical Concentrations of VOCs in Leachate

Appendix A – EPA Five Year Review Report



REFERENCE: BASE MAP USGS QUAD., OSWEGO EAST, NY, 1978.

2000' 0 2000'

Approximate Scale: 1" = 2000'

AREA LOCATION

POLLUTION ABATEMENT SERVICES SITE
OSWEGO, NEW YORK
OPERATION AND MAINTENANCE AND
LONG-TERM MONITORING PLAN

SITE LOCATION MAP

BBL BLASLAND, BOUCK & LEE, INC.
engineers & scientists

FIGURE 1

03/98 SYR-D54-DJH
54620001/54620n01.cdr

LEGEND:

- M-23 — BEDROCK MONITORING WELL
- PZ-1 — BEDROCK PIEZOMETER
- LS-9 — OVERBURDEN MONITORING WELL
- LCW-3 — LEACHATE COLLECTION WELL
- SS-1 — SEDIMENT SAMPLING LOCATION
- SWG-1 — STREAM GAUGE LOCATION
- FENCE (SITE BOUNDARY)
- SLURRY WALL
- APPROXIMATE LOCATION OF SUBSURFACE LEACHATE COLLECTION TRENCH
- LAND AREAS SUBJECT TO FREQUENT, SHALLOW INUNDATION
- WETLAND AREAS DELINEATED BY MENZIE-CURA & ASSOCIATES, INC. (AUGUST 1992)

NOTES:
1. BASE MAP ADAPTED FROM TOPOGRAPHIC MAP DEVELOPED BY LOCKWOOD MAPPING, INC. BASED ON AN APRIL 14, 1993 AERIAL PHOTOGRAPH; SOME WELL AND STREAM-GAUGE LOCATIONS ARE INFERRED; LOCATION OF SLURRY WALL BASED ON SITE PLAN DRAWN BY DUNN GEOSCIENCE CORP. (DEC. 1984), TITLED "BORING, WELL & TEST PIT PLOT PLAN;" LOCATION OF SUBSURFACE LEACHATE-RECOVERY TRENCHES BASED ON SITE MAP PROVIDED BY O'BRIEN & GERE ENGINEERING INC.
2. SURFACE WATER IS SHOWN IN BLUE; AREAS SHADED GREEN REPRESENT WETLAND AREAS DELINEATED BY MENZIE-CURA & ASSOCIATES, INC. (AUGUST 1992).

0 200' 400'
GRAPHIC SCALE

POLLUTION ABATEMENT SERVICES SITE
OSWEGO, NEW YORK
OPERATION AND MAINTENANCE AND LONG-TERM MONITORING PLAN

SITE FEATURES MAP

BBL BLASLAND, BOUCK & LEE, INC. engineers & scientists

FIGURE 2

L: ON=*, OFF=REF
P: STD-PCF/BL
3/15/96 SYR-54-DCC JER
54820001/54820G01.DWG

N:\PROJECTS\...\maximis 327\DM01M\123\DM0112303.dwg

LAKE ONTARIO

HOLLIDAY, MELVIN
110.75-01-01

THOMPSON, BRADFORD
110.75-02-02

HOLLIDAY, MELVIN
110.67-01-23

CONRAIL RIGHT-OF-WAY

CATHOLIC DIOCESE
110.83-01-01

HOLLIDAY TRUST, MELVIN P.
110.76-01-01

SMITH'S BEACH ROAD

HOLLIDAY, MELVIN
110.75-01-01

THOMPSON, BRADFORD
110.75-02-02

M-23

M-26

M-25

O'NEIL, CATHERINE A.
110.76-01-01.01

M-24

NIAGARA MOHAWK
110.83-02-02

SAINT PAUL STREET

MITCHELL STREET

HOLLIDAY, MELVIN
110.67-01-23

M-21

LR-8

INDUSTRIAL
PRECISION PRODUCTS
110.84-01-02

PAS SITE
(NYSDEC)
110.83.02.01

NYSDEC

SLURRY WALL

EAST SENECA STREET

OSWEGO COUNTY
128.28.01.02

SOURCE:

BASE MAP ADAPTED FROM PHASE 1 AND PHASE 2 SPRDS
BASE MAPS, AND FROM OSWEGO COUNTY TAX MAPS 110.60, 110.67, 110.68, 110.75, 110.76, 110.83, 110.84, 128.27 AND 128.28

Title:

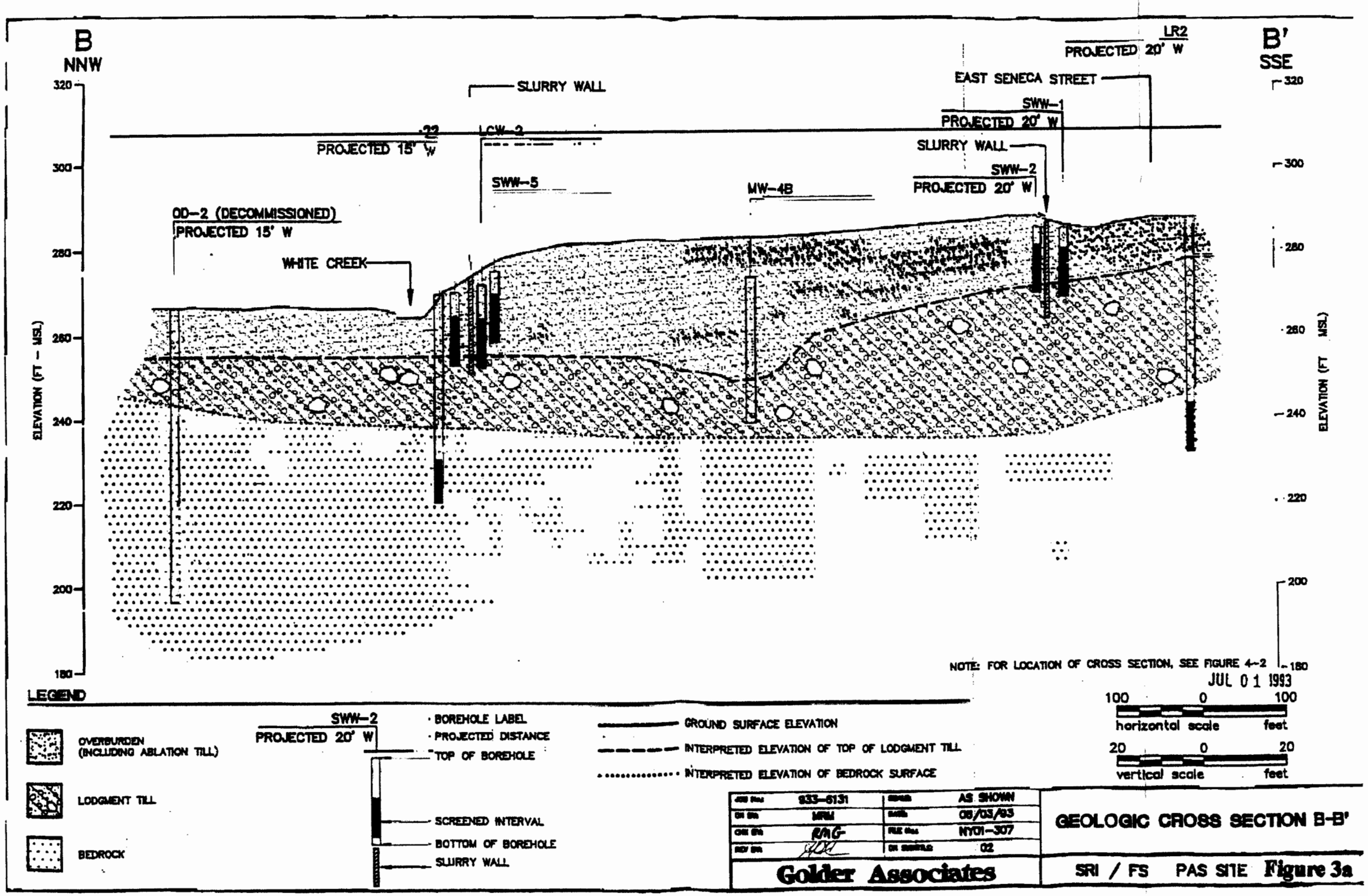
PROPERTIES NORTH OF THE PAS SITE

Prepared For:

de maximis, Inc.

ROUX ASSOCIATES, INC.
Environmental Consulting & Management

Compiled by: LM	Date: 6/18/03	FIGURE
Prepared by: RF	Scale: AS SHOWN	3
Project Mgr: LM	Office: MA	
File No: DM0112303	Project: 32701M08	



JOB No.	933-6131	SCALE	AS SHOWN
DR BY	MRM	DATE	06/03/93
CHK BY	RAG	FILE No.	NY01-307
REV BY		DR. NUMBER	02

Golder Associates

GEOLOGIC CROSS SECTION B-B'

SRI / FS PAS SITE **Figure 3a**

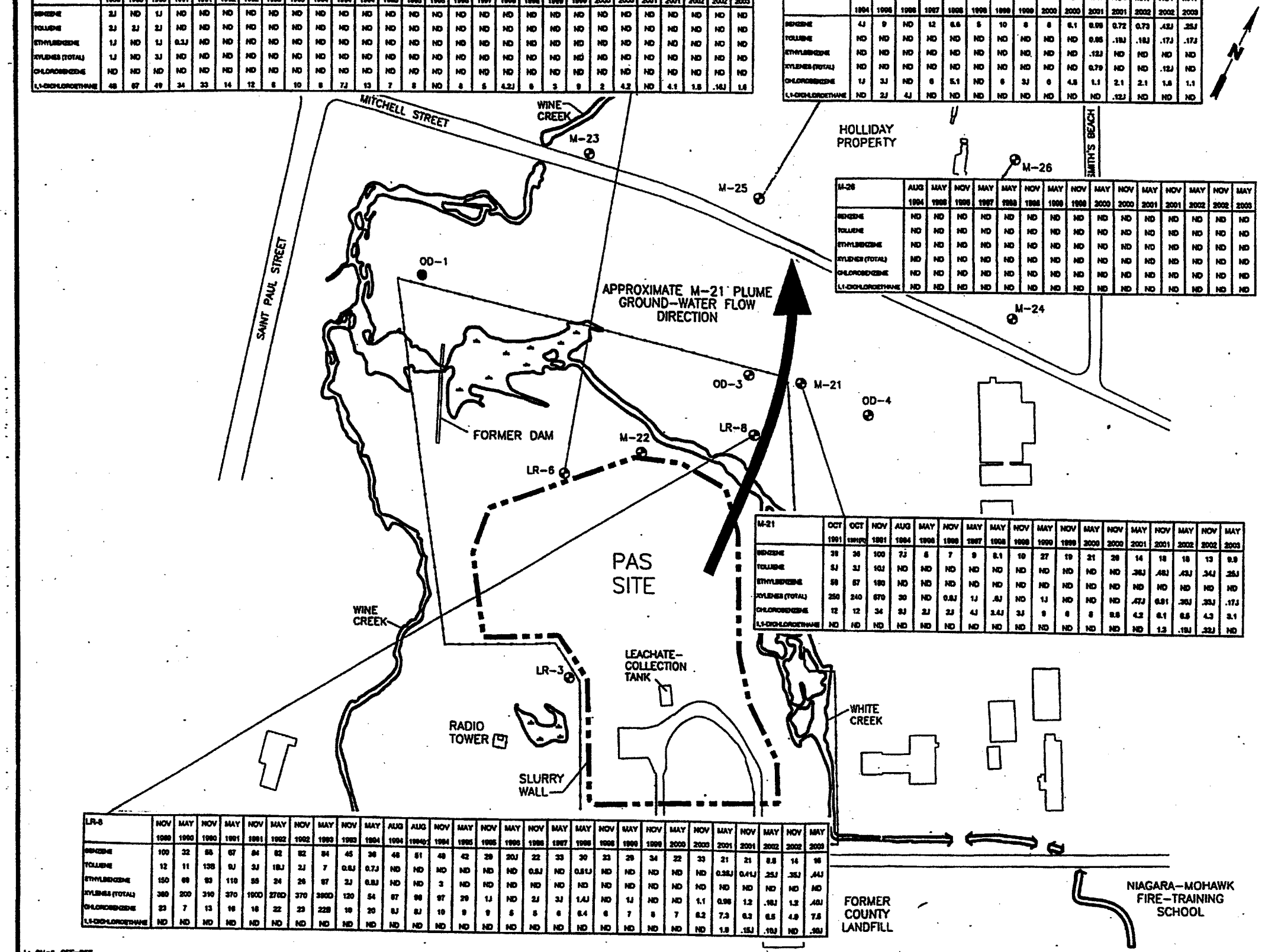
LR-6	NOV 1989	MAY 1990	NOV 1990	MAY 1991	NOV 1991	MAY 1992	NOV 1992	MAY 1993	NOV 1993	MAY 1994	AUG 1994	NOV 1994	MAY 1995	NOV 1995	MAY 1996	NOV 1996	MAY 1997	MAY 1998	NOV 1998	MAY 1999	NOV 1999	MAY 2000	NOV 2000	MAY 2001	NOV 2001	MAY 2002	NOV 2002	MAY 2003
BENZENE	2J	ND	1J	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
TOLUENE	2J	2J	2J	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
ETHYLBENZENE	1J	ND	1J	0.3J	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
XYLENES (TOTAL)	1J	ND	3J	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
CHLOROBENZENE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
1,1-DICHLOROETHANE	48	67	49	34	33	14	12	6	10	8	7.2	13	7	8	ND	6	5	4.2J	6	3	9	2	4.2	ND	4.1	1.8	.16J	1.6

M-25	AUG 1994	MAY 1995	NOV 1995	MAY 1996	MAY 1997	NOV 1997	MAY 1998	NOV 1998	MAY 1999	NOV 1999	MAY 2000	NOV 2000	MAY 2001	NOV 2001	MAY 2002	NOV 2002	MAY 2003
BENZENE	4J	9	ND	12	6.6	5	10	6	6	6.1	0.99	0.72	0.73	.43J	.25J		
TOLUENE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	0.66	.19J	.18J	.17J	.17J		
ETHYLBENZENE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	.12J	ND	ND	ND	ND		
XYLENES (TOTAL)	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	0.79	ND	ND	.12J	ND		
CHLOROBENZENE	1J	3J	ND	6	5.1	ND	6	3J	6	4.8	1.1	2.1	2.1	1.8	1.1		
1,1-DICHLOROETHANE	ND	2J	4J	ND	ND	ND	ND	ND	ND	ND	ND	.12J	ND	ND	ND		

M-26	AUG 1994	MAY 1995	NOV 1995	MAY 1997	MAY 1998	NOV 1998	MAY 1999	NOV 1999	MAY 2000	NOV 2000	MAY 2001	NOV 2001	MAY 2002	NOV 2002	MAY 2003
BENZENE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
TOLUENE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
ETHYLBENZENE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
XYLENES (TOTAL)	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
CHLOROBENZENE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
1,1-DICHLOROETHANE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND

M-21	OCT 1991	OCT 1991(R)	NOV 1991	AUG 1994	MAY 1995	NOV 1995	MAY 1996	MAY 1997	NOV 1998	MAY 1999	NOV 1999	MAY 2000	NOV 2000	MAY 2001	NOV 2001	MAY 2002	NOV 2002	MAY 2003
BENZENE	38	36	100	7.2	6	7	9	8.1	10	27	19	31	26	14	18	18	13	9.9
TOLUENE	5J	3J	10J	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	.36J	.48J	.43J	.34J	.25J
ETHYLBENZENE	58	57	180	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
XYLENES (TOTAL)	250	240	670	30	ND	0.8J	1J	.8J	ND	1J	ND	ND	ND	.47J	0.91	.36J	.35J	.17J
CHLOROBENZENE	12	12	34	3J	2J	2J	4J	3.4J	3J	9	6	8	8.6	4.2	6.1	6.6	4.3	3.1
1,1-DICHLOROETHANE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	1.3	.18J	.32J	ND

LR-6	NOV 1989	MAY 1990	NOV 1990	MAY 1991	NOV 1991	MAY 1992	NOV 1992	MAY 1993	NOV 1993	MAY 1994	AUG 1994	AUG 1994(R)	NOV 1994	MAY 1995	NOV 1995	MAY 1996	NOV 1996	MAY 1997	NOV 1997	MAY 1998	NOV 1998	MAY 1999	NOV 1999	MAY 2000	NOV 2000	MAY 2001	NOV 2001	MAY 2002	NOV 2002	MAY 2003
BENZENE	100	32	86	67	84	82	92	84	45	36	48	61	48	42	29	20J	22	33	30	33	29	34	22	33	21	21	8.8	14	16
TOLUENE	12	11	138	9J	3J	18J	2J	7	0.6J	0.7J	ND	ND	ND	ND	ND	ND	0.8J	ND	0.8J	ND	ND	ND	ND	ND	0.38J	0.41J	.25J	.35J	.44J
ETHYLBENZENE	150	98	93	110	95	34	26	97	3J	0.8J	ND	ND	3	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
XYLENES (TOTAL)	380	200	310	370	190D	270D	370	390D	120	54	67	98	97	29	1J	ND	2J	3J	1.4J	ND	1J	ND	ND	1.1	0.98	1.2	.18J	1.2	.40J
CHLOROBENZENE	23	7	13	16	16	22	23	22B	16	20	8J	8J	10	9	9	5	5	6	6.4	6	7	8	7	8.2	7.3	6.3	6.5	4.9	7.5
1,1-DICHLOROETHANE	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	1.8	.15J	.19J	ND	.36J



EXPLANATION

- LR-6 ⊕ LOCATION AND DESIGNATION OF EXISTING BEDROCK MONITORING WELL
- OD-1 ● LOCATION AND DESIGNATION OF ABANDONED BEDROCK MONITORING WELL
- FENCE (SITE BOUNDARY)
- SLURRY WALL
- LAND AREAS SUBJECT TO FREQUENT, SHALLOW INUNDATION

DESIGNATION OF SAMPLING LOCATION

DATE OF SAMPLING EVENT (R=REPLICATE)

M-25	AUG 1994	MAY 1995	NOV 1995	MAY 1997
BENZENE	4J	9	ND	12
TOLUENE	ND	ND	ND	ND
ETHYLBENZENE	ND	ND	ND	ND
XYLENES (TOTAL)	ND	ND	ND	ND
CHLOROBENZENE	1J	3J	ND	6
1,1-DICHLOROETHANE	ND	2J	4J	ND

CONCENTRATION OF VOC DETECTED IN BEDROCK GROUND WATER, MEASURED IN ug/L.

ND – NOT DETECTED

J – ESTIMATED CONCENTRATION (LESS THAN SAMPLE QUANTITATION LIMIT)

D – CONCENTRATION CALCULATED FROM SECONDARY DILUTION

B – COMPOUND DETECTED IN QUALITY CONTROL BLANKS

NOTES:

1. BASE MAP ADAPTED FROM TOPOGRAPHIC MAP DEVELOPED BY LOCKWOOD MAPPING, INC. BASED ON AN APRIL 14,1993 AERIAL PHOTOGRAPH; SOME WELL AND STREAM-GAUGE LOCATIONS ARE INFERRED; LOCATION OF SLURRY WALL BASED ON SITE PLAN DRAWN BY DUNN GEOSCIENCE CORP., INC. (DEC. 1994), TITLED "BORING, WELL & TEST PIT PLOT PLAN."
2. ANALYTICAL DATA PRIOR TO AUGUST 1994 OBTAINED FROM GOLDER ASSOCIATES, INC. (1993a) AND URS COMPANY, INC. (1994)
3. FIGURE PROVIDED BY ROUX ASSOCIATES, INC. (PROJECT No. 32702M06, FILE D0610002, DATED 3/98) AND PREVIOUSLY PRESENTED IN "REVIEW OF INTERIM GROUNDWATER REMOVAL AND LONG-TERM MONITORING PROGRAM DATA FOR PAS SITE" (MARCH 1998).

0 200' 400'

GRAPHIC SCALE

L: ON=*, OFF=REF
P: STD-PCP/BL
5/24/00 STR-34-RCB
34818104/34819C01.DWG

POLLUTION ABATEMENT SERVICES SITE
OSWEGO, NEW YORK
OPERATION AND MAINTENANCE AND LONG-TERM MONITORING PLAN

HISTORICAL CONCENTRATIONS OF VOCs OF CONCERN DETECTED IN CONSENT DECREE WELLS (1989-2003)

O'BRIEN & GERE INC. OF NORTH AMERICA

FIGURE 4

Figure 5 - Long Term Groundwater Monitoring - Well M-25

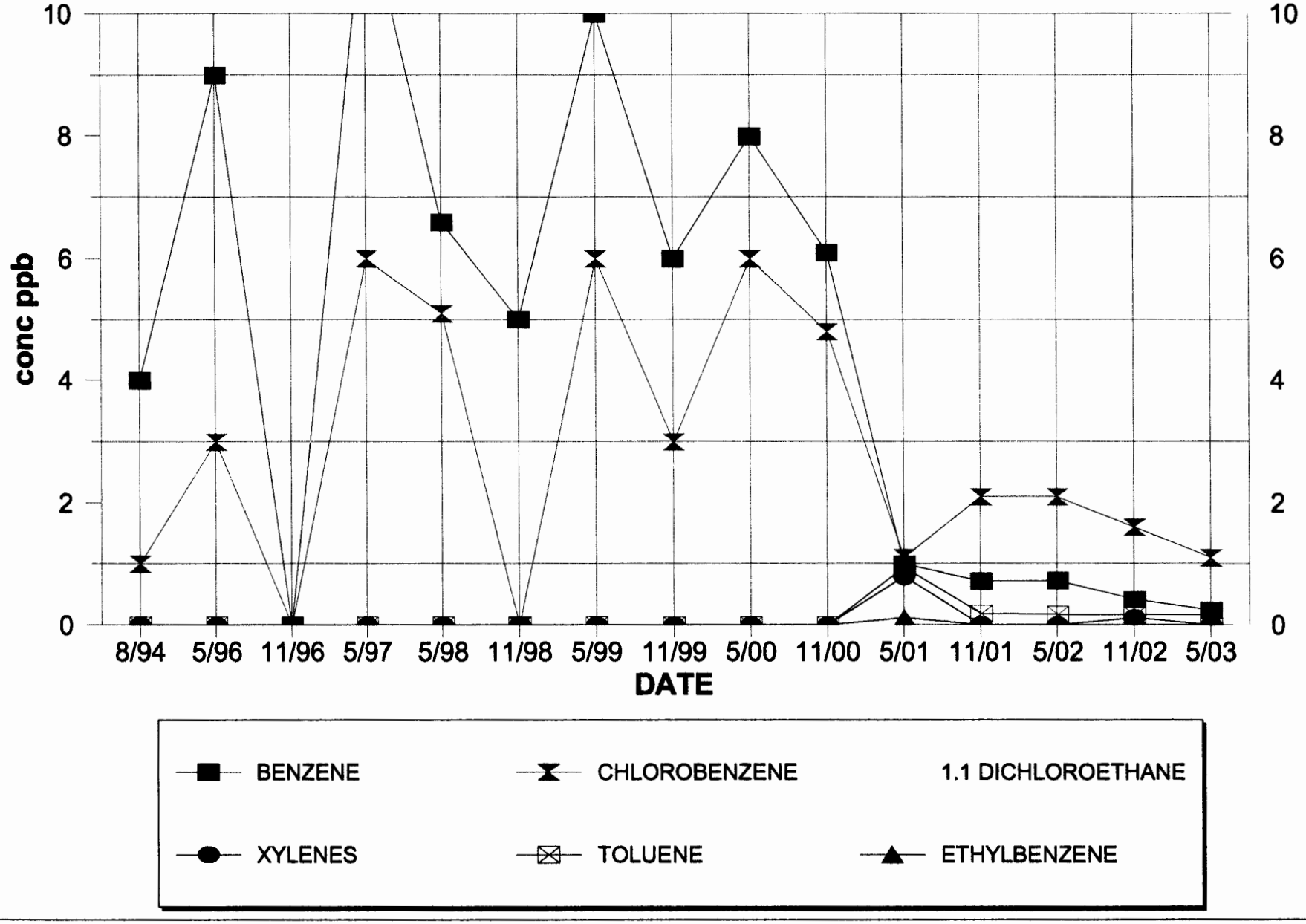


Figure 6 - Long Term Groundwater Monitoring - Well M-21

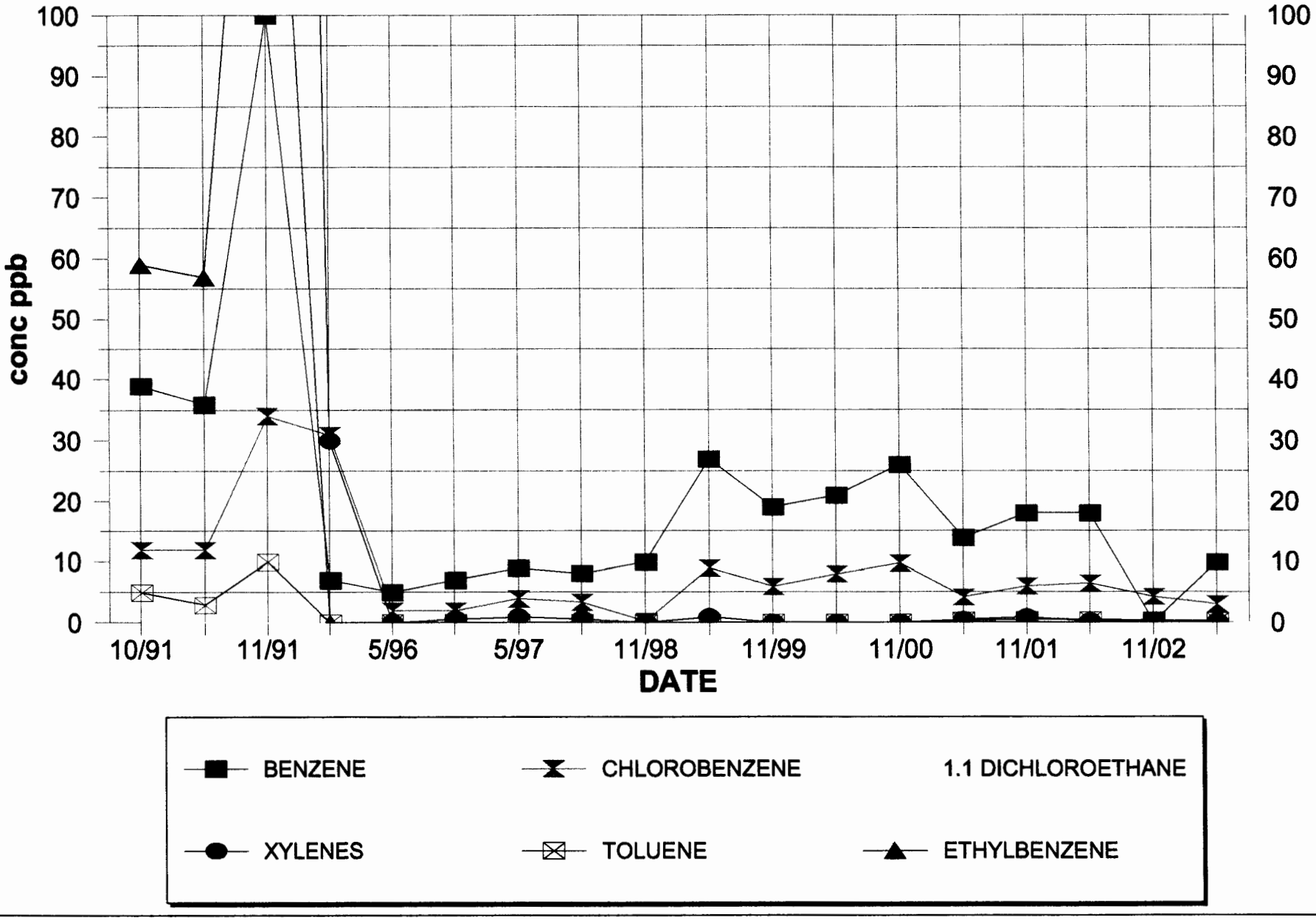


Figure 7- Long Term Groundwater Monitoring - Well LR8

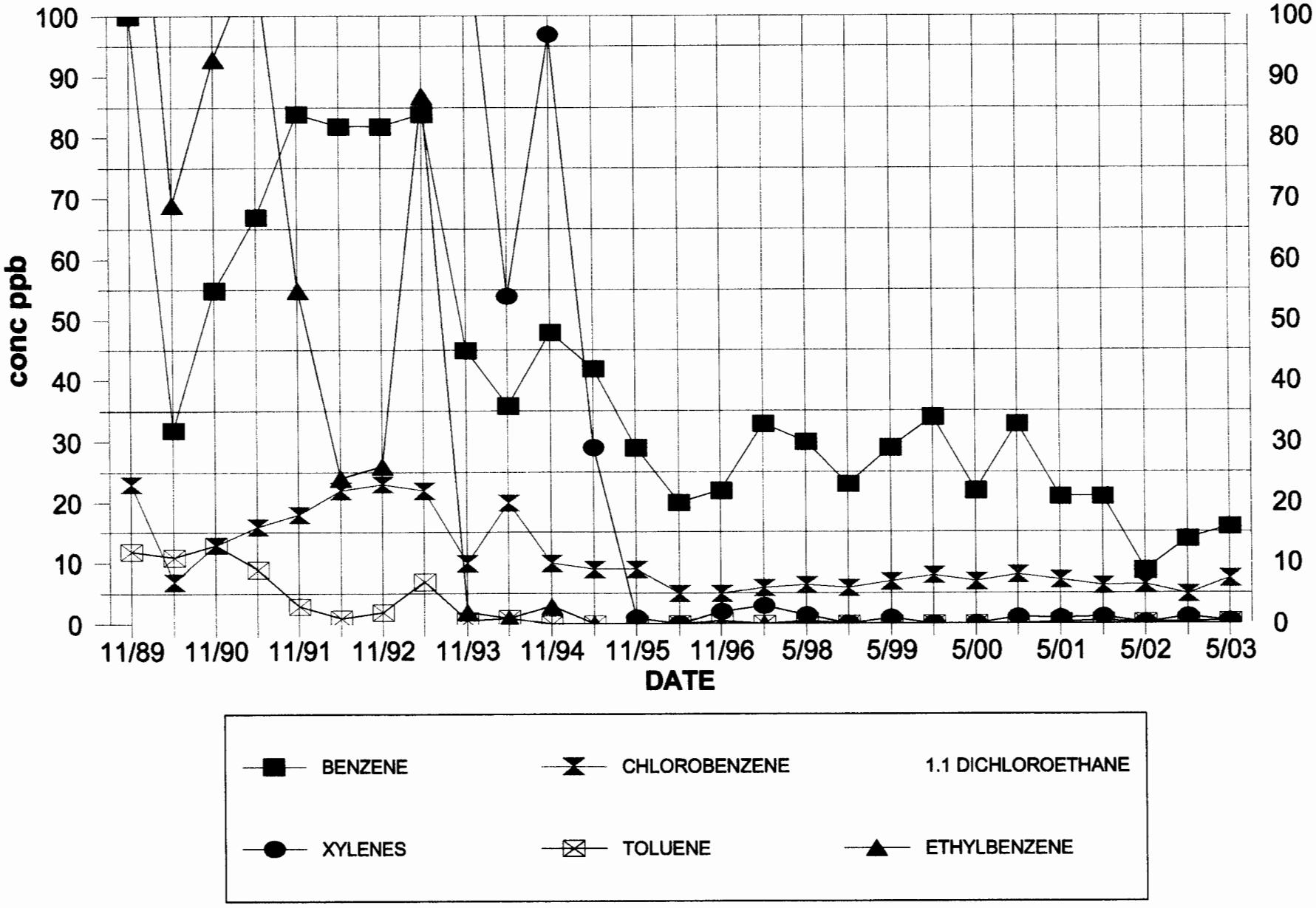
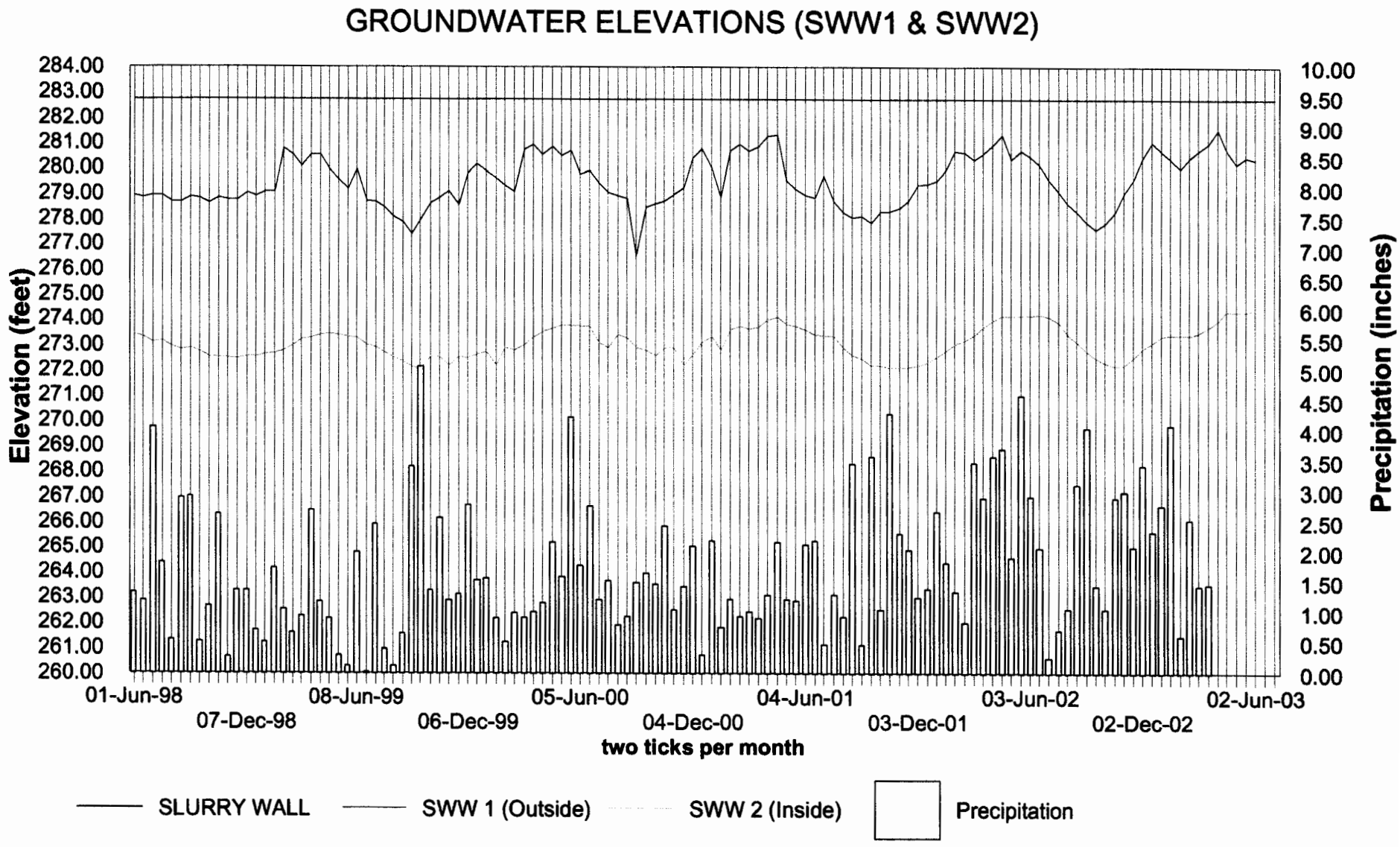


Figure 8a -PAS - OSWEGO



de maximis 18-Jun-03

Figure 8b - PAS - OSWEGO

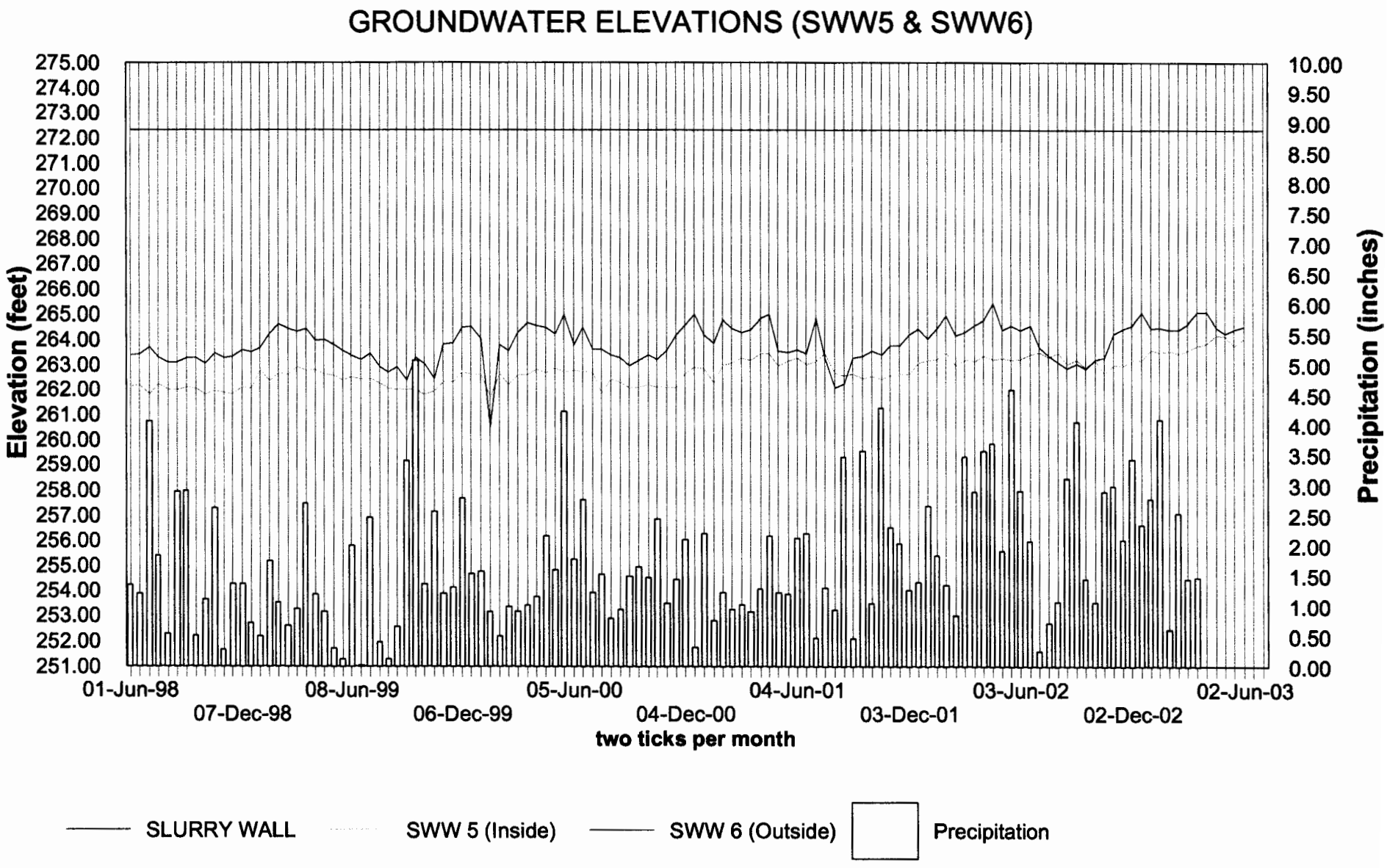


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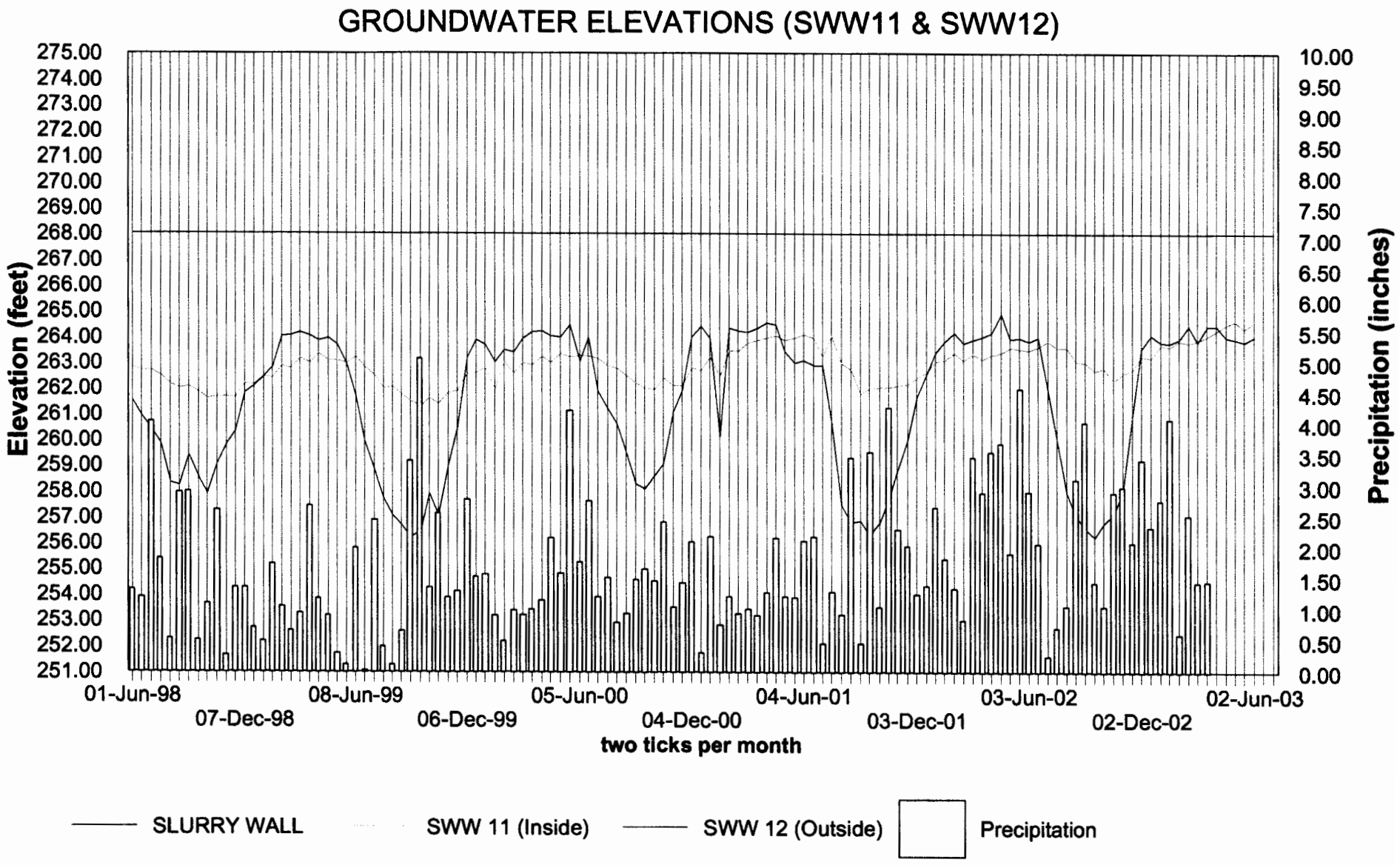
Figure 8c - PAS - OSWEGO



de maximis 18-Jun-03

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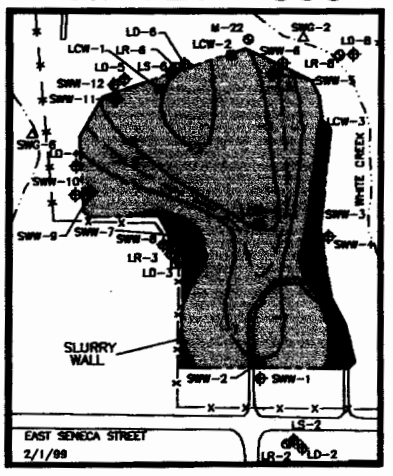
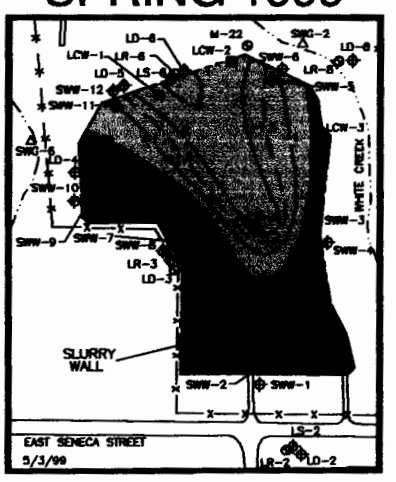
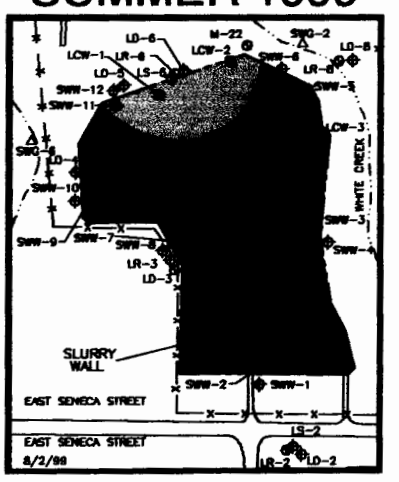
WINTER 1999



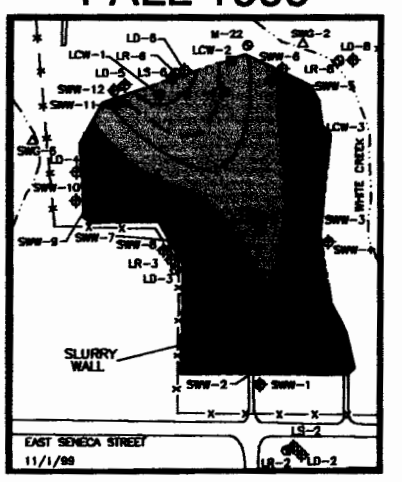
SPRING 1999



SUMMER 1999



FALL 1999



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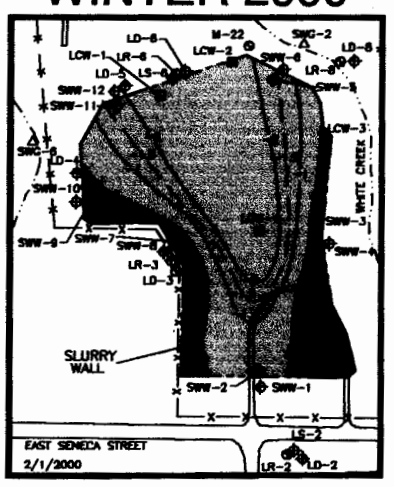

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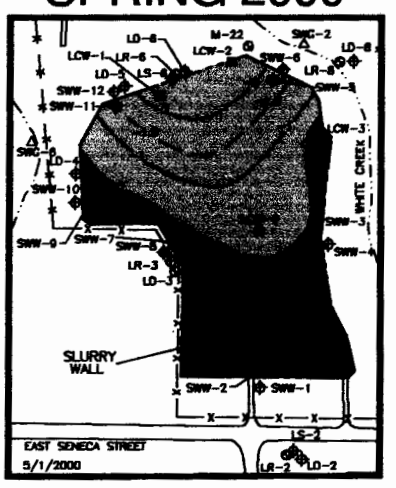

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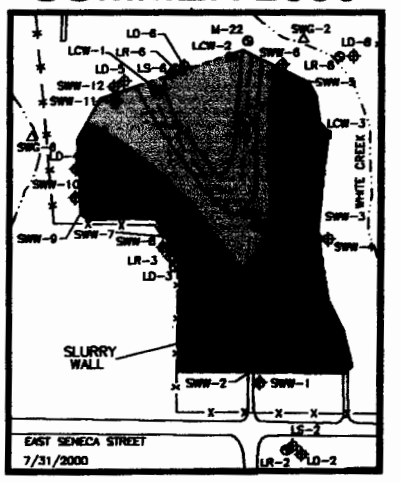

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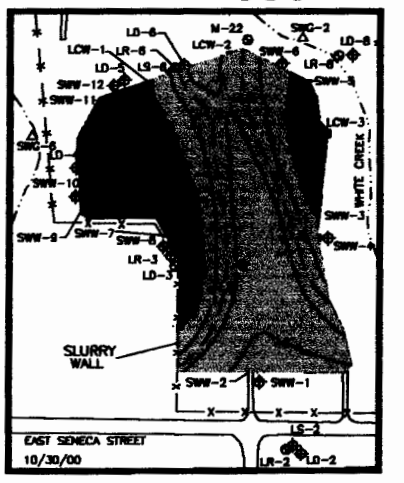

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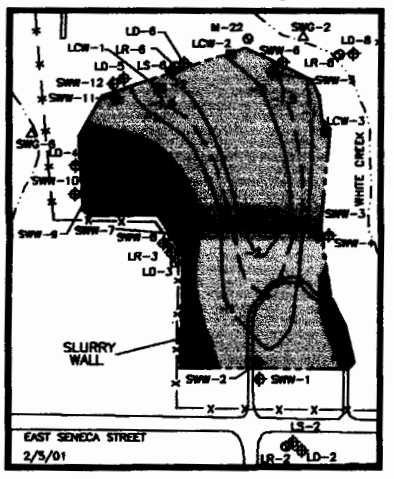

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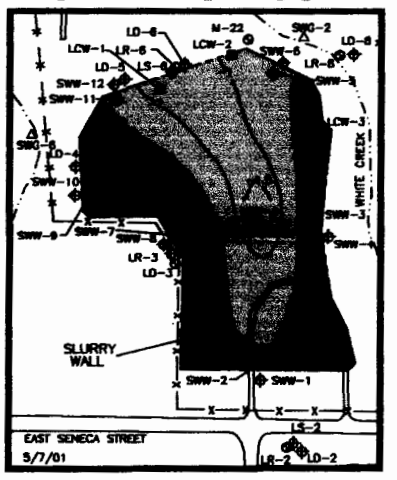

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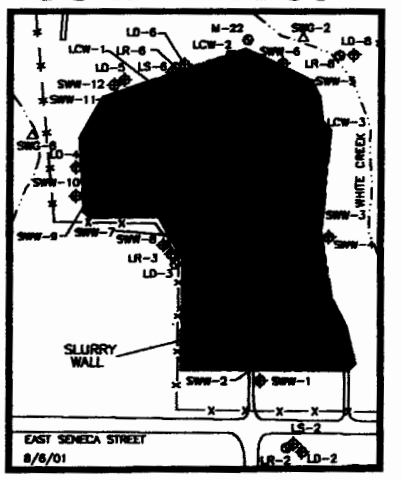

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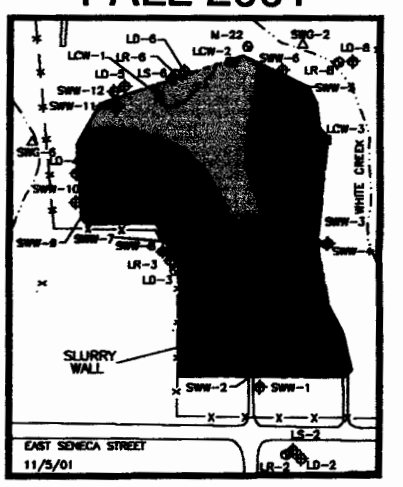

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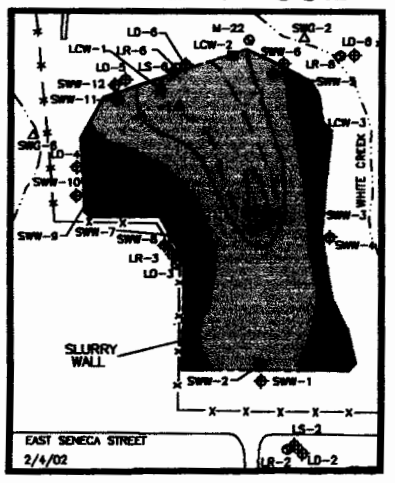

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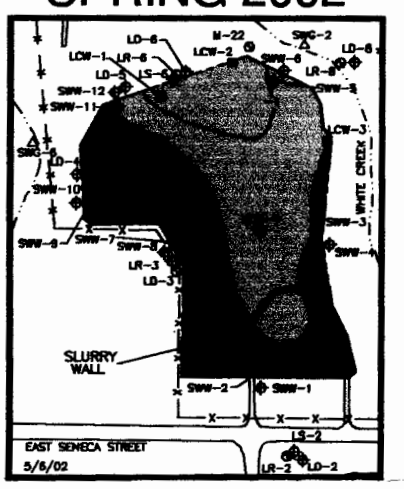
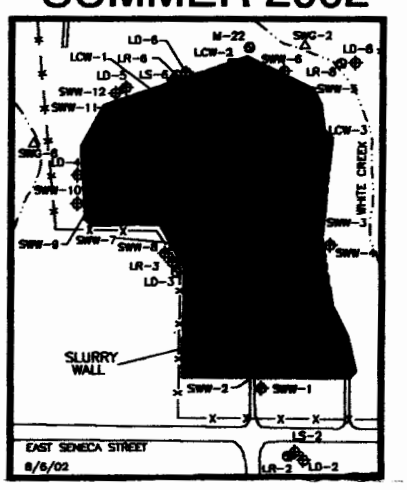
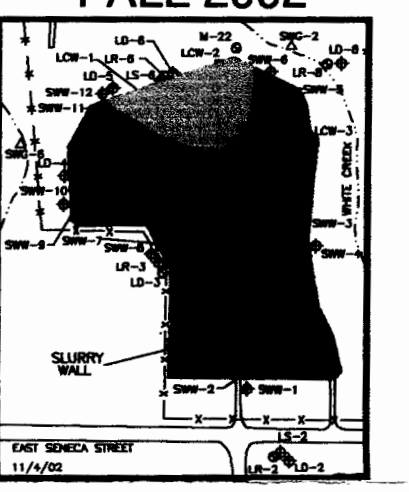


SUMMER 2002



FALL 2002



EXPLANATION

- LS-2 ⊕ LOCATION AND DESIGNATION OF OVERBURDEN MONITORING WELL
- LR-6 ◉ LOCATION AND DESIGNATION OF BEDROCK MONITORING WELL
- LCW-1 ■ LOCATION AND DESIGNATION OF LEACHATE-COLLECTION WELL
- SWG-1 △ LOCATION AND DESIGNATION OF STREAM GAUGE
- FENCE (SITE BOUNDARY)
- SLURRY WALL
- CREEK
- ~ 2 ~ LINE OF EQUAL VERTICAL HYDRAULIC-HEAD DIFFERENCE, MEASURED IN FEET (VARIABLE CONTOUR INTERVALS)
- INFERRED AREA WITH UPWARD VERTICAL HYDRAULIC GRADIENT
- INFERRED AREA WITH DOWNWARD VERTICAL HYDRAULIC GRADIENT

N

400' 0 400'

Title:

INFERRED HISTORICAL VERTICAL HYDRAULIC GRADIENTS BENEATH THE CONTAINMENT SYSTEM

1999-2002
PAS SITE, OSWEGO, NEW YORK

Prepared For:
de maximis, inc.

ROUX
ROUX ASSOCIATES, INC.
Environmental Consulting & Management

Compiled by: LM	Date: 6/17/03	FIGURE
Prepared by: RF	Scale: AS SHOWN	9
Project Mgr: LM	Office: MA	
File No: Dm0112304	Project: 32701M08	

N:\PROJECTS\De maximis 327\DM01M\123\DM0112302.dwg

LAKE ONTARIO

HOLLIDAY, MELVIN
110.75-01-01

THOMPSON, BRADFORD
110.75-02-02

HOLLIDAY, MELVIN
110.67-01-23

CATHOLIC DIOCESE
110.83-01-01

CONRAIL RIGHT-OF-WAY

HOLLIDAY, MELVIN
110.75-01-01

THOMPSON, BRADFORD
110.75-02-02

HOLLIDAY TRUST, MELVIN P.
110.76-01-01

SMITH'S BEACH ROAD

M-25

NIAGARA MOHAWK
110.83-02-02

O'NEIL, CATHERINE A.
110.76-01-01.01

MITCHELL STREET

HOLLIDAY, MELVIN
110.67-01-23

M-21

LR-8

INDUSTRIAL
PRECISION PRODUCTS
110.84-01-02

SAINT PAUL STREET

PAS SITE
(NYSDEC)
110.83.02.01

NYSDEC

SLURRY WALL

EAST SENECA STREET

OSWEGO COUNTY
128.28.01.02

LEGEND

EXTENT OF BEDROCK VOC PLUME BASED ON LONG-TERM MONITORING DATA THROUGH MAY 2003

AREA HYDRAULICALLY DOWNGRADIENT

SOURCE:

BASE MAP ADAPTED FROM PHASE 1 AND PHASE 2 SPRDS BASE MAPS, AND FROM OSWEGO COUNTY TAX MAPS 110.60, 110.67, 110.68, 110.75, 110.76, 110.83, 110.84, 128.27 AND 128.28

Title:

PROPERTIES DOWNGRADIENT OF THE PAS SITE

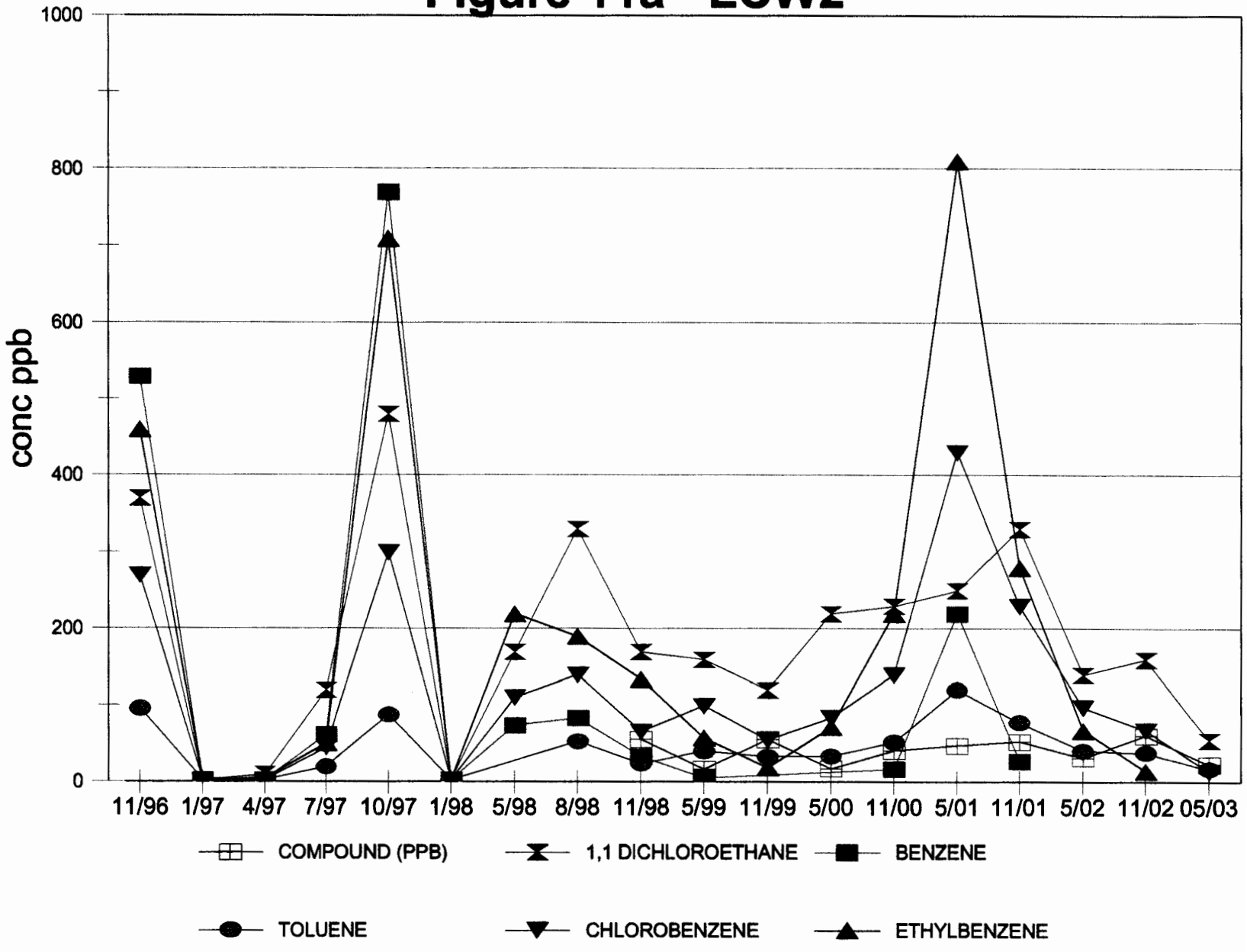
Prepared For:

de maximis, Inc.

ROUX ASSOCIATES, INC.
Environmental Consulting & Management

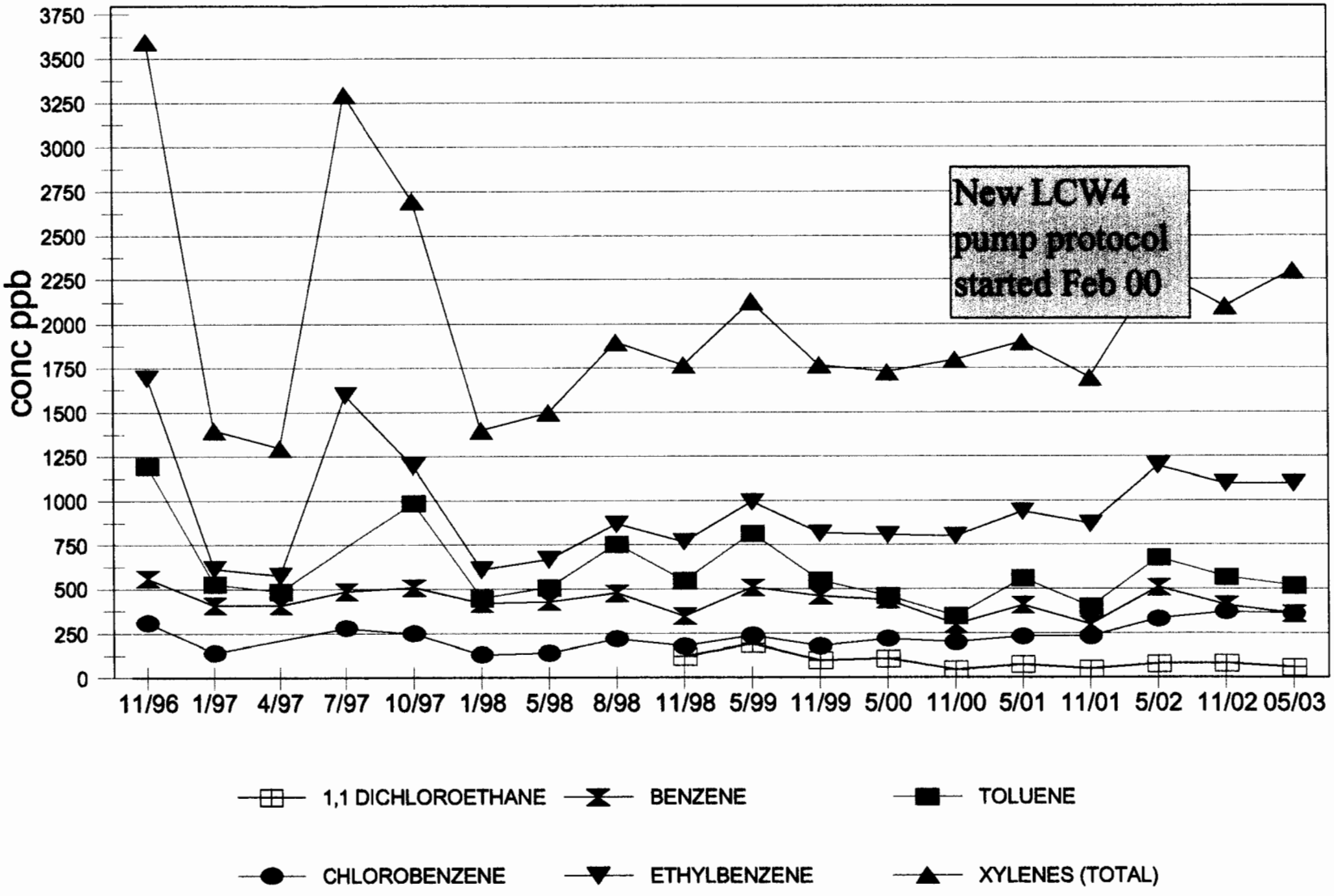
Compiled by: LM	Date: 6/5/03	FIGURE
Prepared by: RF	Scale: AS SHOWN	10
Project Mgr: LM	Office: MA	
File No: DM0112302	Project: 32701M08	

Figure 11a - LCW2



23-Jun-03

Figure 11b - LCW4



23-Jun-03

Table 1

BBL Environmental Services, Inc.
PAS Site
Oswego, New York

Operation and Maintenance and Long-Term Monitoring Plan
Ground-Water, Surface Water, Leachate, and Sediment Monitoring Schedule

Activity	Frequency	Locations
Long-Term Monitoring		
Ground-Water Elevations	Semi-Annually (spring and fall)	SWW-, LCW-, M-, and LR-series monitoring wells
Ground-Water Quality	Semi-Annually (spring and fall)	LR-6, LR-8, M-21, M-25, and M-26 (LTM wells)
Sediment Quality	Annually (fall)	SS-1, SS-3, and SS-4A
Operational Monitoring		
Ground-Water Elevations	Monthly (pre-pumping only)	SWW- and LCW-series monitoring wells
Ground-Water Elevations	Quarterly (pre-pumping only)	SWW-, LCW-, M-, and LR-series monitoring wells
Leachate Quality	Semi-Annually (spring and fall)	LCW-2 and LCW-4
Surface Water Elevations	Semi-Annually (spring and fall)	SWG-1A, SWG-2, SWG-3, SWG-4, SWG-6, and SWG-7

Notes:
1. See Figure 2 for monitoring locations.
2. Where long-term and operational ground-water elevation measurement activity schedules coincide, the activities will be conbined into a single monitoring event.
3. Operational ground-water elevation, leachate quality and surface water elevation monitoring will be performed as necessary to conduct site operations.
4. Monitoring wells included as part of the operational monitoring activities may be deleted based on a review of operational monitoring data and data needs.

Table 2

Consent Decree Performance Standards	
Chemical Constituent	Concentration (micrograms per liter)
Benzene	0.7
Chlorobenzene	5
1,1-Dichloroethane	5
Ethylbenzene	5
Toluene	5
Xylenes	5

Table 3

HISTORICAL LEACHATE REMOVAL SUMMARY (Gallons)
Pollution Abatement Services Superfund Site
Oswego, New York

	91 IGR Order			94 IGR Order					98 Consent Decree					
Month	1992	1993	1994	1994	1995	1996	1997	1998	1998	1999	2000	2001	2002	2003
January		20,170	30,067		25,445	25,441	25,972	21,485		9,979	15,706	**10,506**	9,751	10,537
February	18,937	20,283	29,661		25,830	23,457	22,316	12,924		16,056	**9,687**	**10,294**	**10,444**	9,904
March	20,314	20,347	29,602		24,852	25,098	24,257	25,455		15,785	**8,927**	**10,484**	**10,307**	9,896
April	20,140	30,403	29,051		22,815	22,187	26,793	26,009		28,110	**9,352**	**19,609**	**8,463**	10,211
May	20,620	30,803	29,199		23,690	23,718	24,840	23,935		13,566	26,160	**10,158**	8,868	**10,117**
June	20,030	30,244	20,481		24,586	23,924	23,830	20,052		20,685	25,292	**10,055**	9,822	
July	20,270	31,069	20,655		23,450	25,402	25,340	20,411		10,121	20,416	**10,470**	10,255	
August	20,363	31,404	25,690		24,188	25,129	19,677	20,292		21,832	23,597	9,368	10,254	
September	20,807	31,232	25,677		18,343	21,514	20,417	20,520		10,255	**17,563**	10,226	10,400	
October	19,421	31,114	14,815	0	23,288	24,541	17,867	16,458		10,255	**9,042**	9,355	10,435	
November	20,409	30,239		25,562	20,133	20,589	18,564		8,185	10,250	**10,463**	9,214	9,686	
December	20,497	30,311		25,121	22,544	22,347	19,498		10,238	10,816				
Totals	*221,808*	*337,619*	*254,898*	*50,683*	*279,164*	*283,347*	*269,371*	*207,541*	*18,423*	*177,710*	*196,613*	*130,212*	*118,592*	*50,665*
Average Removal Per Month	*20,164*	*28,135*	*25,490*	*16,894*	*23,264*	*23,612*	*22,448*	*20,754*	*9,212*	*14,809*	*16,384*	*10,851*	*9,883*	*10,133*

SUMMARY:	TOTALS (GAL)	AVG RATE (GAL/MO)	
1991 IGR Order:	814,325	23,951	
1994 IGR Order:	1,090,106	22,710	
1998 C D:	692,215	12,412	(11/98 to present)
Total (To Date):	2,596,646		

1) Used CECOS - Niagara Falls for leachate treatment/disposal beginning in May 1996 - DuPont Deepwater used for treatment/disposal prior to May 96.

2) BBLES completed removal work at the end of July 2000; OBG began in August 2000.

3) Leachate collection well LCW4 not pumped during months where removal quantities notated in bold (Per 11/15/99 LCW4 pumping protocol as approved by EPA)

Table 4

VOC -Concentrations at M-25

DATE	BENZENE	CHLOROBENZENE	1.1-DICHLOROETHANE	XYLENES	TOLUENE	ETHYLBENZENE
8/94	4	1	0	0	0	0
5/96	9	3	2	0	0	0
11/96	0	0	4	0	0	0
5/97	12	6	0	0	0	0
5/98	6.6	5.1	0	0	0	0
11/98	5	0	0	0	0	0
5/99	10	6	0	0	0	0
11/99	6	3	0	0	0	0
5/00	8	6	0	0	0	0
11/00	6.1	4.8	0	0	0	0
5/01	0.99	1.1	0	0.79	0.95	0.12
11/01	0.72	2.1	0.12	0	0.19	0
5/02	0.73	2.1	0	0	0.18	0
11/02	0.42	1.6	0	0.12	0.17	0
5/03	0.25	1.1	0	0	0.17	0

Table 5
VOC Concentrations at M-21

DATE	BENZENE	CHLOROBENZENE	1,1-DICHLOROETHANE	XYLENES	TOLUENE	ETHYLBENZENE
10/91	39	12	0	250	5	59
10/91R	36	12	0	240	3	57
11/91	100	34	0	670	10	180
9/94	7	31	0	30	0	0
5/96	5	2	0	0	0	0
11/96	7	2	0	0.6	0	0
5/97	9	4	0	1	0	0
5/98	8.1	3.4	0	0.6	0	0
11/98	10	0.3	0	0	0	0
5/99	27	9	0	1	0	0
11/99	19	6	0	0	0	0
5/00	21	8	0	0	0	0
11/00	26	9.8	0	0	0	0
5/01	14	4.2	0	0.47	0.36	0
11/01	18	6.1	1.3	0.91	0.48	0
5/02	18	6.5	0.19	0.3	0.43	0
11/02	0.13	4.3	0.32	0.33	0.34	0
5/03	9.9	3.1	0	0.17	0.25	0

Table 6
VOC Concentrations at LR 8

DATE	BENZENE	CHLOROBENZENE	1.1-DICHLOROETHANE	XYLENES	TOLUENE	ETHYLBENZENE
11/89	100	23	0	380	12	150
5/90	32	7	0	200	11	69
11/90	55	13	0	310	13	93
5/91	67	16	0	370	9	110
11/91	84	18	0	190	3	55
5/92	82	22	0	270	1	24
11/92	82	23	0	370	2	26
5/93	84	22	0	390	7	87
11/93	45	10	0	120	0.6	2
5/94	36	20	0	54	1	1
11/94	48	10	0	97	0	3
5/95	42	9	0	29	0	0
11/95	29	9	0	1	0	0
5/96	20	5	0	0	0	0
11/96	22	5	0	2	0.5	0
5/97	33	6	0	3	0	0
5/98	30	6.4	0	1.4	0.51	0
11/98	23	6	0	0	0	0
5/99	29	7	0	1	0	0
11/99	34	8	0	0	0	0
5/00	22	7	0	0	0	0
11/00	33	8.2	0	1.1	0	0
5/01	21	7.3	1.9	0.96	0.35	0
11/01	21	6.3	0.15	1.2	0.41	0
5/02	8.8	6.5	0.1	0.18	0.25	0
11/02	14	4.9	0	1.2	0.35	0
5/03	16	7.5	0	0.4	0.44	0

Table 7
Summary of VOC Sediment Sampling Results
for the
Pollution Abatement Services Superfund Site in Oswego, New York

Location	Compound	11/90	11/91	11/92	11/93	5/94	11/94	11/95	11/96	11/98	11/99	05/00
SS-1												
	Benzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	Chlorobenzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	1,1 Dichloroethane	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	Ethylbenzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	Toluene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	Xylenes	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
SS-3												
	Benzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	Chlorobenzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	1,1 Dichloroethane	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	Ethylbenzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	Toluene	0.9 BJ	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	Xylenes	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
SS-4A												
	Benzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	Chlorobenzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	1,1 Dichloroethane	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	Ethylbenzene	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	Toluene	1 BJ	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
	Xylenes	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND

[1] Sediment sampling conducted from 11/98 thru 5/00 was completed under the Consent Decree for Operation, Maintenance and Long-term Monitoring.

Revised by de maximis: August 2000

Table 8a

PAS-OSWEGO-COMPARISON OF LCW2 LEACHATE ANALYTICAL DATA: NOVEMBER 1996 - MAY 2000

COMPOUND (PPB)	LCW-2 11/96	LCW-2 1/97	LCW-2 4/97	LCW-2 7/97	LCW-2 10/97	LCW-2 1/98	LCW-2 5/98	LCW-2 8/98	LCW-2 11/98	LCW-2 5/99	LCW-2 11/99	LCW-2 5/00	LCW-2 11/00	LCW-2 5/01	LCW-2 11/01	LCW-2 5/02	LCW-2 11/02	LCW-2 05/03
1,1 DICHLOROETHANE									56	17	56	18	41	48	53	32	81	23
BENZENE	370	2.5	10	120	480	2.5	170	330	170	160	120	220	230	250	330	140	410	55
TOLUENE	530	2.5	2.5	62	770	2.5	74	83	33	6	<5	<10	17	220	28	1.7J	570	.23J
CHLOROBENZENE	96	2.5	2.5	20	88	2.5	<50	53	24	40	33	34	52	120	78	41	370	17
ETHYLBENZENE	270	2.5	2.5	45	300	2.5	110	140	66	100	55	84	140	430	230	98	1100	14
XYLENES (TOTAL)	460	2.5	5.7	51	710	2.5	220	190	134	58	19	72	220	810	280	68	2100	.56J
TOTAL VOC'S	**1726**	**12.5**	**23.2**	**298**	**2348**	**12.5**	**574**	**796**	**483**	**381**	**283**	**428**	**700**	**1878**	**999**	**379**	**4631**	**109**

PROJECTS\3131\LCWDAT.WB2 TAB: LCW2

Table 8b

PAS-OSWEGO-COMPARISON OF LCW4 LEACHATE ANALYTICAL DATA: NOVEMBER 1996 - MAY 2000

COMPOUND (PPB)	LCW-4 11/96	LCW-4 1/97	LCW-4 4/97	LCW-4 7/97	LCW-4 10/97	LCW-4 1/98	LCW-4 5/98	LCW-4 8/98	LCW-4 11/98	LCW-4 5/99	LCW-4 11/99	LCW-4 5/00	LCW-4 11/00	LCW-4 5/01	LCW-4 11/01	LCW-4 5/02	LCW-4 11/02	LCW-4 05/03
1,1 DICHLOROETHANE									120	190	99	110	45	76	48	79	61	62
BENZENE	560	410	410	490	510	420	430	480	350	510	460	440	300	410	300	510	160	360
TOLUENE	1200	530	490	<100	990	450	510	760	550	820	550	460	350	560	400	680	1.9J	520
CHLOROBENZENE	310	140	<250	280	250	130	140	220	180	240	180	220	200	230	230	330	38	360
ETHYLBENZENE	1700	620	580	1600	1200	610	670	870	770	1000	820	810	800	940	870	1200	68	1100
XYLENES (TOTAL)	3600	1400	1300	3300	2700	1400	1500	1900	1770	2130	1770	1730	1800	1900	1700	2300	15	2300
TOTAL VOC'S	**7370**	**3100**	**2780**	**5670**	**5650**	**3010**	**3250**	**4230**	**3740**	**4890**	**3879**	**3770**	**3495**	**4116**	**3548**	**5099**	**342**	**4702**

>ROJECTS\3131\LCWDAT.WB2 TAB: LCW4

NOTICE TO SUCCESSORS IN TITLE
(Niagara Mohawk Power Corporation Property Situated in Lot 37
in the 18th Township of Scriba's Patent)

WHEREAS, Niagara Mohawk Power Corporation is a corporation organized under the laws of New York State, having its principal place of business at 300 Erie Boulevard West, Syracuse, New York 13202; and

WHEREAS, Niagara Mohawk Power Corporation is the owner of a certain parcel of land consisting of approximately 1.3 acres, bearing the address of 128 Mitchell Street in the City of Oswego and further identified as Tax Map Number 110.83 – 02 – 02.00 (hereinafter referred to as "the Property") as depicted in the diagram and Boundary Survey Map attached hereto, respectively, as Exhibit "1" and Exhibit "2". A portion of the Property has been determined to be within the projected boundaries of a groundwater contaminant plume which has migrated northward from the nearby Pollution Abatement Services Superfund Site, as depicted on the diagram attached hereto and identified as Exhibit "3". Accordingly, the Property has been designated by the federal Environmental Protection Agency (hereinafter "EPA") to be encompassed within the areal limits of the Pollution Abatement Services Site; and

WHEREAS, the Pollution Abatement Services Site, and therefore the Property, are the subject of a certain Consent Decree entered on August 10, 1998 by the United States District Court for the Northern District of New York in the matter entitled United States of America v. Agway, Inc., et al., Civil Action No. 98-CV-0112; and

WHEREAS, Niagara Mohawk Power Corporation as owner of the Property is required pursuant to Paragraph 9(a) of Section V of said Consent Decree to file this Notice with the Officer of the County Clerk, County of Oswego;

NOW, THEREFORE, Notice is hereby given as follows:

FIRST: The property affected by this Notice is characterized by the following deed description:

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Oswego, County of Oswego and State of New York, being part of Lot 37 in the 18th Township of Scriba's Patent and being more particularly bounded and described as follows:

Beginning at a point in the center of Mitchell Street (a.k.a. Baldwin Road) that is 742.5 feet easterly measured along the center of Mitchell Street from the intersection of the center of said Mitchell Street with the center of St. Paul Street; thence in an easterly direction along the center of said Mitchell Street a distance of about 259 feet to a point, said point being N 86°29'34" E a distance of 259.26 feet from the last herein described point; thence S 27°27'20" E along the westerly line of the lands conveyed to Industrial Precision Products, Inc. in Book of Deeds 1256 at Page 158 a distance of 277.96 feet to a corner of the lands conveyed to the City of Oswego by Book of Deeds 848

at Page 82; thence S 79°08'40" W along the northerly line of the City of Oswego a distance of 250.93 feet to an 1¼" capped iron pipe; thence N 26°48'20" W along the easterly line of the said City of Oswego a distance of 311.53 feet to the point of beginning, said line passing through an 1¼" capped iron pipe at a distance of 25.00 feet. Containing 1.621 acres of land more or less.

BEING part of the premises conveyed to Oswego Industries Corporation (now Niagara Mohawk Power Corporation) by deed dated April 20, 1934 and recorded in the Oswego County Clerk's Office in Book of Deeds 376 at Page 502. ALSO BEING the remainder of a parcel of land conveyed by Niagara Mohawk Power Corporation to Operation Oswego, Inc. by deed dated April 23, 1957 and recorded in the Oswego County Clerk's Office in Book of Deeds 594 at Page 145.

SUBJECT to a sewer line right of way conveyed by Niagara Mohawk Power Corporation to the City of Oswego by deed dated June 21, 1988 and recorded in the Oswego County Clerk's Office in Book of Deeds 1088 at Page 233.

ALSO SUBJECT to a permanent easement acquired by the New York State Department of Environmental Conservation pursuant to Section 3-0305 of the Environmental Conservation Law and Eminent Domain Procedure Law and identified as Parcel 3 in an instrument dated March 5, 1987 and recorded in the Oswego County Clerk's Office in Book of Deeds 1018 at Page 204.

ALSO SUBJECT to any and all rights the public may have in the highway known as Mitchell Street.

ALSO SUBJECT to any and all easements, covenants and restrictions of record.

SECOND: EPA selected a remedy to address environmental conditions at the Pollution Abatement Services Site through execution of a Record of Decision document on September 30, 1993 and certain responsible parties, including Niagara Mohawk Power Corporation, have entered into the aforementioned Consent Decree which requires implementation of the selected remedy; and

THIRD: The terms, conditions and requirements of the Consent Decree are binding upon the United States, Niagara Mohawk Power Corporation and all other settling parties named in the Consent Decree and their successors and assigns; and

FOURTH: As a result of the environmental conditions which caused the Property to be included within the designated boundaries of the Pollution Abatement Services Site and therefore subject to the terms, conditions and requirements of the Consent Decree, the use of the Property is or may be restricted by law and/or by other decrees and/or orders issued or to be issued according to law; and

FIFTH: As required by the Consent Decree, at least 30 days prior to the conveyance of any interest in the Property, including but not limited to fee interests, leasehold interests

and mortgage interests, Niagara Mohawk Power Corporation is required to give the Grantee notice of the Consent Decree and any instrument whereby any right of access to the property has been conveyed pursuant to Section IX of the Decree; and

SIXTH: The provisions of the Consent Decree are restrictive covenants that run with the land and are binding upon all future owners of the Property; and

SEVENTH: Any deed of conveyance applicable to the Property shall recite that the conveyance is subject to and encumbered by this NOTICE TO SUCCESSORS IN TITLE.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 31st day of January, 2000.

William C. Weiss
Attorney

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

On January 31, 2000 before me, the undersigned personally appeared William C. Weiss, 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.

Roberta A. Sill

ROBERTA A. SILL
Notary Public in the State of New York
Qualified in Onondaga County No. 5013475
My Commission Expires July 15, 2001

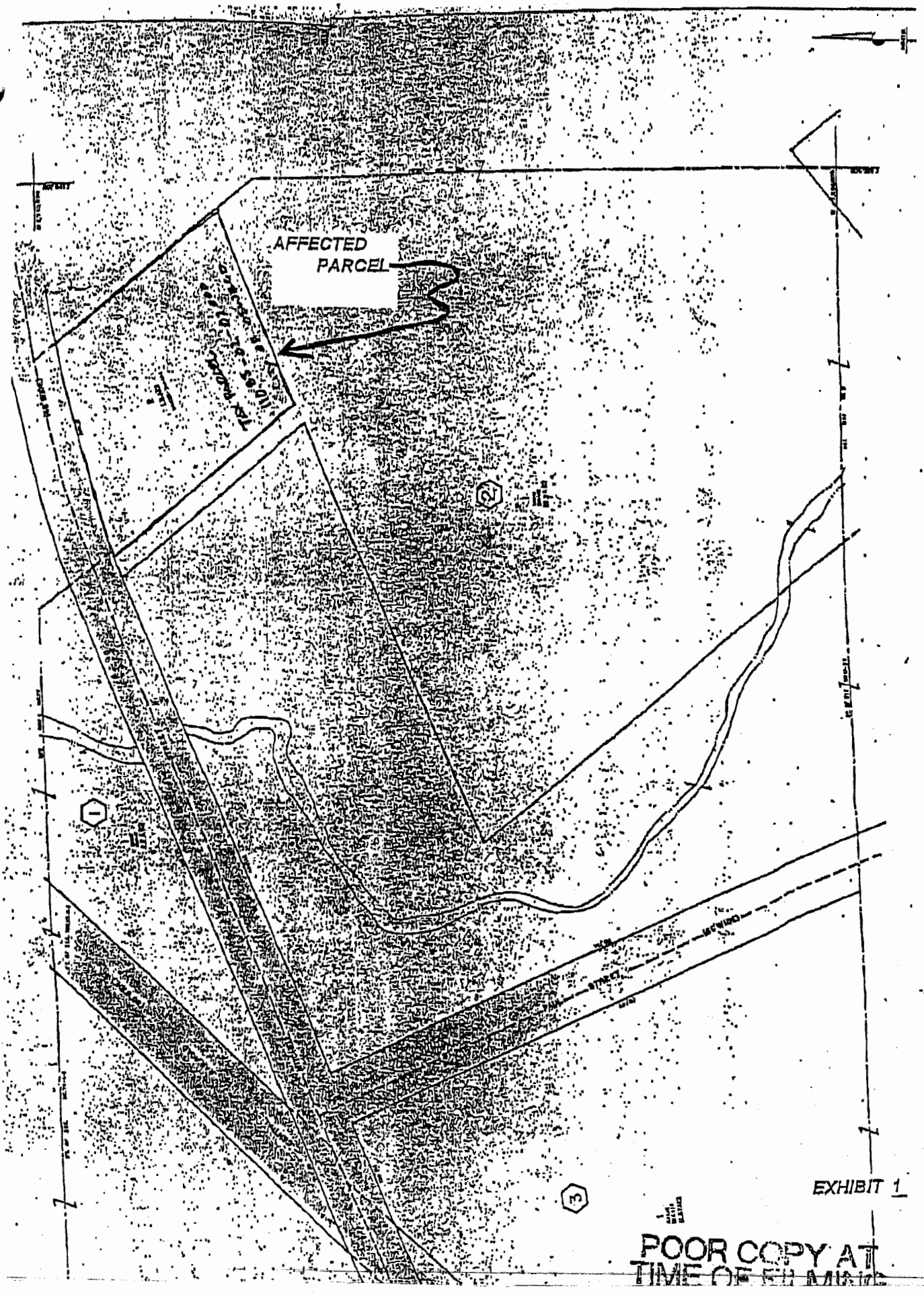


EXHIBIT 1

POOR COPY AT
TIME OF FILMING

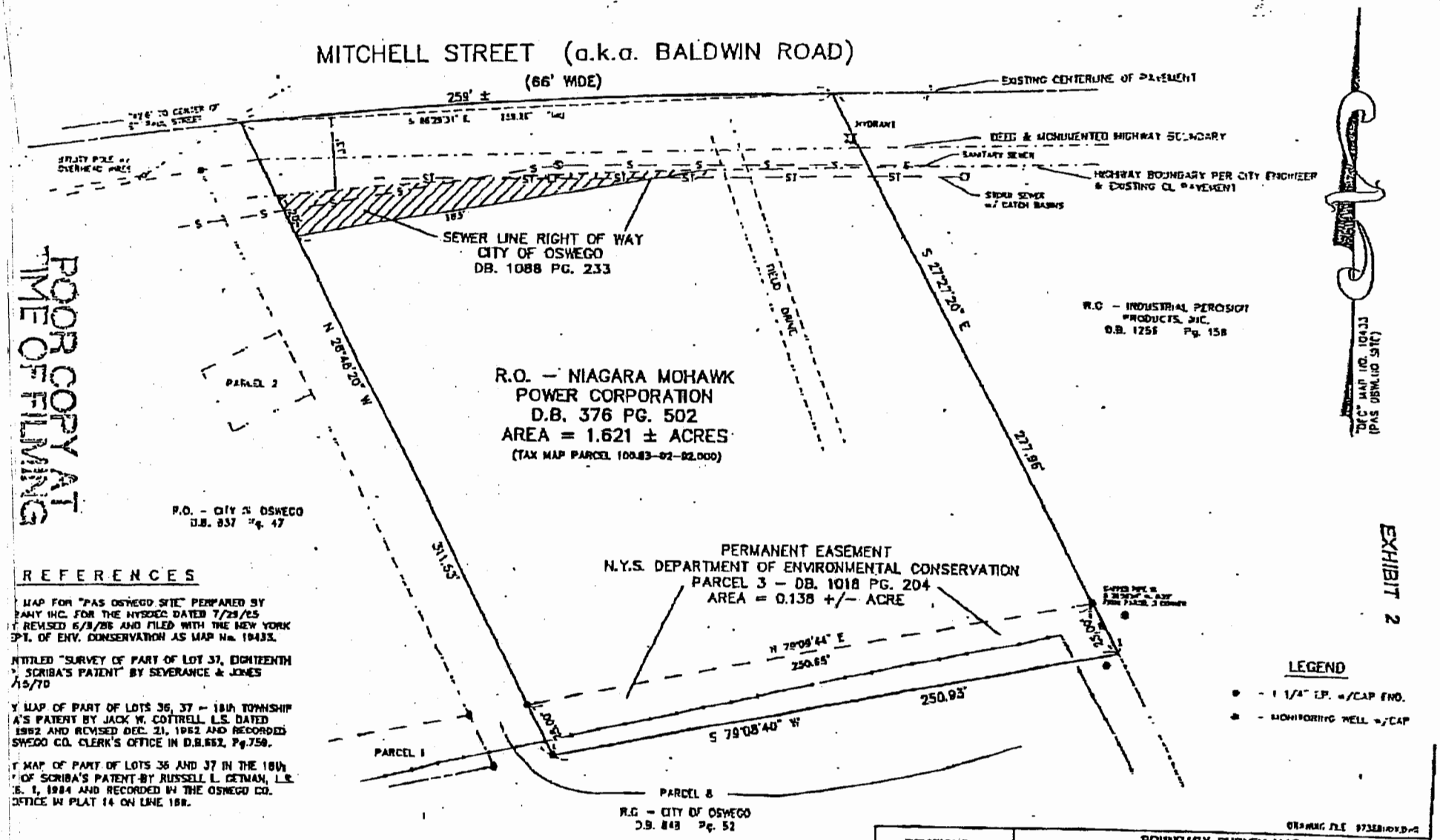


EXHIBIT 2

POOR COPY AT TIME OF FILMING

REFERENCES

MAP FOR "PAS OSWEGO SITE" PREPARED BY ...ANY INC. FOR THE NYSDEC DATED 7/29/85 ... REVISED 6/9/86 AND FILED WITH THE NEW YORK ...PT. OF ENV. CONSERVATION AS MAP No. 10433.

...NTITLED "SURVEY OF PART OF LOT 37, EIGHTEENTH ... SCRIBA'S PATENT" BY SEVERANCE & JONES ...15/70

...Y MAP OF PART OF LOTS 36, 37 – 18th TOWNSHIP ...A'S PATENT BY JACK W. COTTRELL L.S. DATED ...1962 AND REVISED DEC. 21, 1962 AND RECORDED ...SWEGO CO. CLERK'S OFFICE IN D.B.662, Pg.750.

...Y MAP OF PART OF LOTS 36 AND 37 IN THE 18th ... OF SCRIBA'S PATENT BY RUSSELL L. GETMAN, L.S. ...E. 1, 1984 AND RECORDED IN THE OSWEGO CO. ...OFFICE IN PLAT 14 ON LINE 188.

...IGNED HEREBY CERTIFIES THAT THIS IS ...Y MAP MADE FROM AN ACTUAL SURVEY.

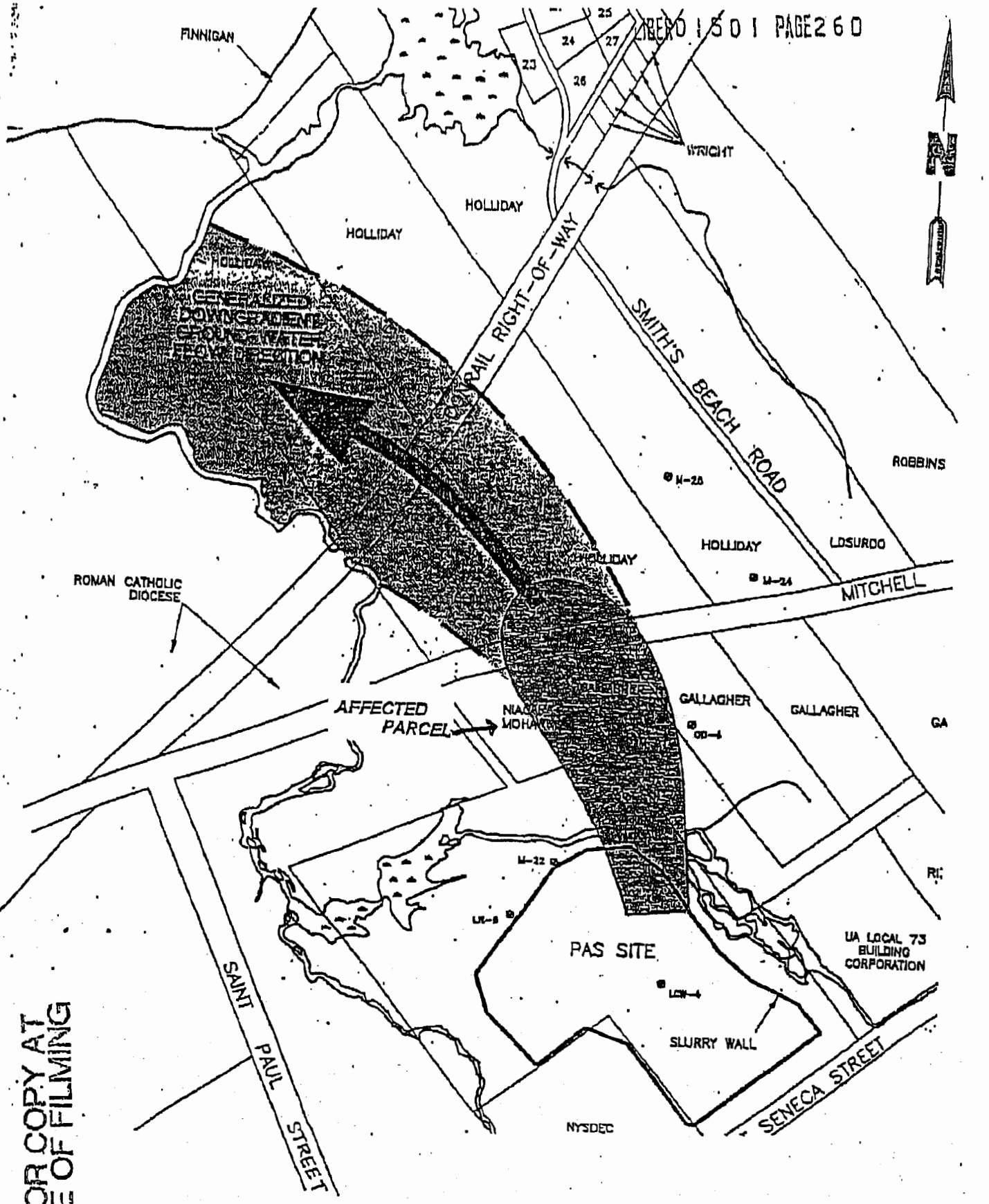
...W. DONEGAN, JR., L.S. #48604

...RINTED HEREON EXCEPT ...N SECTION 1209 SUBDIVISION ...AW STATE EDUCATION LAW

NOTES

1. THE CHAIN LINK FENCE AROUND THE CITY OF OSWEGO PROPERTY ENCROACHES ON THE N.M.P.C. PROPERTY.
2. THE EXISTING STORM SEWER RUNNING ALONG MITCHELL STREET APPEARS TO ENCROACH ON TO N.M.P.C. PROPERTY IN THE NORTHEAST CORNER.
3. SUBJECT TO ANY AND ALL EASEMENTS, COVANENTS AND RESTRICTIONS OF RECORDS.
4. SURVEY PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE.

REVISIONS	BOUNDARY SURVEY MAP of MITCHELL STREET PARCEL for NIAGARA MOHAWK POWER CORPORATION PART OF LOT 37 IN THE 18th TOWNSHIP OF SCRIBA'S PATENT CITY OF OSWEGO OSWEGO COUNTY NEW YORK
	E.W. Donegan, L.S. 2310 Brewerton Road Mottydale, New York 13211 (315) 454-4466
	Date: AUGUST 29, 1997 Scale: 1" = 30 FEET



POOR COPY AT TIME OF FILMING

LEGEND

EXTENT OF BEDROCK VOC PLUME BASED ON GROUND-WATER QUALITY DATA INSTALLED IN AUGUST 1994 DURING SUPPLEMENTAL PRE-REMEDIAL DESIGN STUDY

AREA HYDRAULICALLY DOWNGRADIENT OF BEDROCK VOC PLUME

EXHIBIT 3

STEPHEN C. GREENE
ATTORNEY AT LAW
85 WEST BRIDGE STREET
OSWEGO, NEW YORK 13126
TELEPHONE (315) 342-3191
FAX (315) 342-0732

September 2, 1994

Mr. Clay McClarnon
de maximis, inc.
9041 Executive Park Drive
Suite 401
Knoxville, TN 37923

de maximis, inc.
SEP 07 1994
RECEIVED

Re: Grant of Easement - Holliday

Dear Clay:

Enclosed herewith please find recorded Grant of Easement in regard to the above-captioned.

Thank you for your cooperation in this matter.

Very truly yours,

Stephen C. Greene

SCG/n
Enc.

GRANT OF EASEMENT

I, Melvin Holliday, of RD #1 Mitchell Street, City of Oswego, County of Oswego, State of New York, record owner of the real properties described below, for and in consideration of the sum of ten dollars ($10.00), duly paid, the receipt of which is hereby acknowledged, and in the further consideration of the performance of the covenants and agreements by the grantee, as set out and expressed below, do hereby grant, remise, and relinquish to the signatory companies who are members of PAS Oswego Site Group, organized under the terms of the PAS Oswego Site Participation Agreement dated as of May 1, 1994 and operating through the PAS Oswego Site Steering Committee, their successors and assigns, "Grantee" herein, the right, privilege, and easement for ingress and egress to use and occupy temporarily the properties described as:

Parcel No. 110.75.01.01 located at 171 Mitchell Street in Oswego, New York; and

Parcel No. 110.75.02.02 located at 185 Mitchell Street in Oswego, New York,

Parcel No. 110.76.01.1 located at 205 Mitchell Street in Oswego, New York,

RECEIVED
$ 6.00
REAL ESTATE
JUL 29 1994
TRANSFER TAX
OSWEGO
COUNTY

1432

for the purposes of performing any and all tasks related to the Supplemental Pre-Remedial Design Study and the Final Consent Decree at the PAS Oswego Site, or any other tasks conducted in connection with the investigation or remediation of the PAS Oswego Site, including but not limited to installation and periodic testing of groundwater monitoring wells, environmental measurement devices and other related activities.

As a further consideration of this grant, grantee herein agrees as follows:

Indemnification

006874

Grantee agrees to indemnify and hold harmless the grantor, grantor's successors, heirs or assigns for any liability directly resulting from the activities of the Grantee (including its agents, representatives and contractors) conducted upon the above-described properties.

Copies of Reports and Surveys

Grantee shall deliver to grantor, grantor's successors, heirs or assigns copies of all surveys and title reports relating to the above-described properties upon completion of said surveys and title reports.

STATE OF NEW YORK
COUNTY OF OSWEGO SS..
CITY OF OSWEGO

On this 24th day of June, 1994, before me, the subscriber, personally came MELVIN HOLLIDAY, to me known to be the person described in and who executed the within instrument and he acknowledged to me that he executed the same.

Nancy A. Greene

COMMISSIONER OF DEEDS
Exp. 1/11/96

DISTRICT OF COLUMBIA ss

~~STATE OF TENNESSEE~~
~~COUNTY OF~~ SS..
~~CITY OF KNOXVILLE~~

On this 6 th day of ~~June~~ July, 1994, before me, the subscriber, personally came JAMES MOORMAN, Chairman of PAS Oswego Site Steering Committee, to me known to be the person described in and who executed the within instrument, and he acknowledged to me that he executed the same.

Paula R. Martin

NOTARY PUBLIC Paula R. Martin

Commission Expires March 14, 1995

RETURN TO:
Stephen C. Greene, Esq.
85 West Bridge Street
Oswego, New York 13126

RECEIVED
'94 JUL 29 PM 12 45
BK 1256 PG 212
CLERK

Property: 350 Mitchell Street, Oswego, New York

Abstract of Title

No.: 540300689

by

TICOR TITLE INSURANCE COMPANY

34 EAST BRIDGE STREET - SUITE 200

OSWEGO, NEW YORK 13126-2205

(315) 342-2184

FAX: (315) 342-5959

FCOV

SEARCH NO. 5403-00689

AN ABSTRACT OF TITLE

prepared by

TICOR TITLE INSURANCE COMPANY

1.	In the Matter of the Application of OPERATION OSWEGO, INC. to sell and convey certain real property	Order Dated: January 28, 1963 Rec.: February 19, 1963 @ 3:09 PM Book 662 Page 735&c Index # 63-69

See Attached

At an adjourned Special Term of County Court held in and for the County of Oswego at Chambers in the City of Oswego on the 21st day of January, 1963.

PRESENT: HON. DON H. STACY, OSWEGO COUNTY JUDGE

In the Matter of the Application of

OPERATION OSWEGO, INC.

to sell and convey certain real property.

Daly

63-69

On reading and filing the petition of Operation Oswego, Inc., a membership corporation duly verified the 21st day of January, 1963, and it appearing to my satisfaction that no hearing is necessary and that the interest of said corporation will be promoted by the sale of the parcel of property described in said petition upon the terms and conditions of the said offer made for the said property by Stephen L. Gallagher.

Now on motion of Culkin & Read, Attorneys for the Petitioner it is

ORDERED, that Operation Oswego, Inc. a membership corporation be and the same hereby is authorized to sell and convey by deed to Stephen L. Gallagher the following described parcel of real property under the terms and conditions accepted and approved by the said Operation Oswego, Inc.

All that tract or parcel of land situated in the City of Oswego, County of Oswego and State of New York, being a part of Lots 36 and 37 of the Eighteenth Township, Scriba's Patent, bounded and described as follows: Beginning at a point

CULKIN & READ
ATTORNEYS AT LAW
OSWEGO, NEW YORK

in the center line of Mitchell Street (formerly known as Baldwin Road), said point being 1352.1 feet easterly from the intersection of said center line of Mitchell Street with the center line of St. Paul Street, said distance being measured from St. Paul Street as follows: North 79 degrees, 21 minutes East, 699.3 feet to a point, and North 88 degrees 23 minutes, 40 seconds East, 652.8 feet to the said point of origin; running thence North 88 degrees, 23 minutes, 40 seconds East along the center line of Mitchell Street 222.23 feet; thence South 27 degrees, 27 minutes, 20 seconds East, 494.0 feet to an iron pipe; thence South 62 degrees 32 minutes, 40 seconds West 200 feet; thence North 27 degrees, 27 minutes, 20 seconds west 590.9 feet to the place of beginning.

Oswego County Judge

ENTER.
O.C.

State of New York
Oswego County, ss
Recorded on the 19th
day of Feb. 1963
3:09 o'clock P. M. in Book No.
662 of Deeds At Page
736 and examined.
Clerk

RECEIVED
1963 FEB 19 PM 3 09
OSWEGO COUNTY
CLERKS OFFICE

3.00

CULKIN & READ
ATTORNEYS AT LAW
OSWEGO, NEW YORK

2.	Operation Oswego, Inc., a membership corporation duly existing under and by virtue of the Laws of the State of New York -to- Stephen L. Gallagher	**Deed Covenant vs. Grantor** **Dated:** February 20, 1963 **Ack.:** February 20, 1963 **Cons.:** $1.00 &c **Transfer Tax:** -0- **Rec.:** February 20, 1963 @ 4:18 PM **Book** 662 **Page** 757&c

Conveys: See Attached

FORM 587 N. Y. DEED—Covenant Against Grantor
(Laws of 1917, Chap. 681, Statutory Form C)

TUTBLANK REGISTERED U.S.PAT.OFFICE
Tuttle Law Print. Publishers, Rutland, Vt.

This Indenture,

Made the 20th *day of* February *Nineteen Hundred and* Sixty-three

Between OPERATION OSWEGO, INC., a membership corporation duly existing under and by virtue of the laws of the State of New York with its principal place of business at 22 West VanBuren Street, Oswego, New York,

party of the first part, and

STEPHEN L. GALLAGHER, 178 Duer Street, in the City of Oswego, County of Oswego and State of New York,

party of the second part,

Witnesseth, *that the party of the first part, in consideration of* ----------ONE --------- *Dollar* ($ 1.00) *lawful money of the United States,* and other good and valuable consideration *paid by the party of the second part, does hereby grant and release unto the party of the second part,* his heirs *and assigns forever, all*

THAT TRACT OR PARCEL OF LAND situated in the City of Oswego, County of Oswego and State of New York, being a part of Lots 36 and 37 of the Eighteenth Township, Scriba's Patent, bounded and described as follows: Beginning at a point in the center line of Mitchell Street (formerly known as Baldwin Road), said point being 1352.1 feet easterly from the intersection of said center line of Mitchell Street with the center line of St. Paul Street, said distance being measured from St. Paul Street as follows: North 79 degrees, 21 minutes East, 699.3 feet to a point, and North 88 degrees 23 minutes, 40 seconds East, 652.8 feet to the said point of origin; running thence North 88 degrees, 23 minutes, 40 seconds East along the center line of Mitchell Street 222.23 feet; thence South 27 degrees, 27 minutes, 20 seconds East, 494.0 feet to an iron pipe; thence South 62 degrees, 32 minutes, 40 seconds West 200 feet; thence North 27 degrees, 27 minutes, 20 seconds West 590.9 feet to the place of beginning.

Being a portion of the premises which were conveyed by Niagara Mohawk Power Corporation to Operation Oswego, Inc. by deed dated April 23, 1957 and recorded in the Oswego County Clerk's Office on April 25, 1957 in book 594 of deeds at page 145 and again conveyed by said Niagara Mohawk Power Corporation to Operation Oswego, Inc. by deed dated October 22, 1962, and recorded December 18, 1962 in the Oswego County Clerk's Office

in Book 661 of Deeds at Page 773, and being the same premises which were shown on a map of part of Lots 36 and 37 of the Eighteenth Township of Scriba's Patent, City of Oswego, New York prepared by Jack W. Cottrell, L.S. 21368 which map has been filed in the Oswego County Clerk's Office.

ST. (BALDWIN RD)
222.23
MITCHELL
N 88° 23' 40" E
652.80
N 79° 21' E
699.3
ST. PAUL ST.
Fulmer
5320
69.94
60.45
100.0
100.0
33'
33'
33'

The undersigned hereby certifies that this Map was made from an actual Survey and that both Map and Survey are correct.

Jack W. Cottrell
Nov. 15, 1962
Dec. 21, 1962

PART OF LOTS 36, 37 ~ 18th TOWNSHIP
of SCRIBA'S PATENT ~ CITY of OSWEGO, N.Y.

Jack W. Cottrell
L.S. #7368

Scale 1" = 50'
Nov. 15, 1962
Rev. Dec. 21, 1962

RECEIVED
1963 FEB 20 PM 4 18
OSWEGO COUNTY
CLERK'S OFFICE

Together *with the appurtenances and all the estate and rights of the party of the first part in and to said premises,*

To have and to hold *the premises herein granted unto the party of the second part,* his heirs *and assigns forever.*

And OPERATION OSWEGO, INC.,

the party of the first part covenants that they have not done or suffered anything whereby the said premises have been incumbered in any way whatever.

In Witness Whereof, *the party of the first part has hereunto set its hand and seal the day and year first above written.*

In Presence of

Operation Oswego Inc. L.S.
by Eugene G. Saloga

L.S.

L.S.

L.S.

BOOK 662 PG 762

State of New York
County of } **SS.**

of

On this day of Nineteen Hundred and before me, the subscriber, personally appeared

to me personally known and known to me to be the same person described in and who executed the within Instrument, and he acknowledged to me that he executed the same

STATE OF NEW YORK)
COUNTY OF OSWEGO) SS.:
CITY OF OSWEGO)

On the 20th day of February, 1963, before me, the subscriber, personally appeared EUGENE SALOGA, to me known, who, being by me duly sworn, did depose and say that he resides at Oswego, New York, that he is the President of Operation Oswego, Inc., the corporation described in, and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Frank B Culkin
NOTARY Public

RECEIVED
FEB 20 PM 4 18
OSWEGO COUNTY CLERKS OFFICE

Deed
Covenant Against Grantor

OPERATION OSWEGO, INC.
8 TO
STEPHEN L. GALLAGHER

Dated February 20 1963

STATE OF NEW YORK
County of Oswego SS.

RECORDED ON THE 20th day of Feb. A.D. 1963 at 4:18 o'clock P.M. in LIBER 662 of DEEDS at PAGE 757 and examined

J. Gregory Kinnane
CLERK

Mail
James Crane, Atty
W. Bridge Pl.
Oswego N.Y.

CULKIN AND READ
ATTORNEYS AT LAW
OSWEGO, NEW YORK

3.	Stephen L. Gallagher -to- Stephen L. Gallagher and Amelia B. Gallagher	**Warranty Deed with Lien Covenant** **Dated:** May 21, 1963 **Ack.:** May 21, 1963 **Cons.:** $1.00 &c **Transfer Tax:** -0- **Rec.:** May 21, 1963 @ 3:40 PM **Book** 664 **Page** 248&c

Conveys: See Attached

U. S. Internal Revenue Stamps Affixed

Form L 201 WARRANTY DEED with Lien Covenant BOOK 664 PG 248

LESTER LEVIN, PUBLISHER
73 SCHOLFIELD RD.
ROCHESTER 17, N. Y.

This Indenture,

Made the 21st *day of* May *Nineteen Hundred and* Sixty-three

Between STEPHEN L. GALLAGHER, 178 Duer Street, Oswego, New York

party of the first part, and

STEPHEN L. GALLAGHER and AMELIA B. GALLAGHER, 178 Duer Street, Oswego, New York

parties of the second part,

Witnesseth *that the party of the first part, in consideration of one and more Dollars and other good and valuable consideration, paid by the parties of the second part, does hereby grant and release unto the parties of the second part,* their heirs *distributees and assigns forever, all*

THAT TRACT OR PARCEL OF LAND, *situate* in the City of Oswego, County of Oswego and State of New York, being a part of Lots 36 and 37 of the Eighteenth Township, Scriba's Patent, bounded and described as follows: Beginning at a point in the center line of Mitchell Street (formerly known as Baldwin Road), said point being 1352.1 feet easterly from the intersection of said center line of Mitchell Street with the center line of St. Paul Street, said distance being measured from St. Paul Street as follows: North 79 degreees, 21 minutes East, 699.3 feet to a point, and North 88 degrees 23 minutes, 40 seconds East, 652.8 feet to the said point of origin; running thence North 88 degrees, 23 minutes, 40 seconds East along the center line of Mitchell Street 222.23 feet; thence South 27 degrees, 27 minutes, 20 seconds East, 494.0 feet to an iron pipe; thence South 62 degrees, 32 minutes, 40 seconds West 200 feet; thence North 27 degrees, 27 minutes, 20 seconds West 590.9 feet to the place of beginning.

Together *with the appurtenances and all the estate and rights of the party of the first part in and to said premises,*

To have and to hold *the premises herein granted unto the parties of the second part,* their heirs *distributees and assigns forever.*

And *said grantor*

covenants as follows:

First, *That the parties of the second part shall quietly enjoy the said premises;*

Second, *That said grantor*

will forever **Warrant** *the title to said premises.*

Third, *That, in Compliance with Sec. 13 of the Lien Law, the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.*

In Witness Whereof, *the party of the First Part has hereunto set his hand and seal the day and year first above written.*

In Presence of State of New York
Oswego County, ss
Recorded on the 21st
day of May 1963
3:40 o'clock P. M., in Book No.
664 of Deeds At Page
248 and examined.
J. Gregory Mossman Clerk

Stephen L. Gallagher (L.S.)
(L.S.)
(L.S.)
(L.S.)

State of New York } ss. *On this* 21st *day of* May
County of Oswego } *Nineteen Hundred and* Sixty-three
City of Oswego
before me, the subscriber, personally appeared

STEPHEN L. GALLAGHER,

to me personally known and known to me to be the same person described in and who executed the within Instrument, and he acknowledged to me that he executed the same.

John P. Chwalek
Comm. of Deeds *Notary Public*
JOHN P. CHWALEK, Notary Public
State of New York, Oswego County
Commission Expires ... 1965

State of New York } ss. *On this* day of
County of } *Nineteen Hundred and*
of
before me, the subscriber, personally appeared

to me personally known and known to me to be the same person described in and who executed the within Instrument, and he acknowledged to me that he executed the same.

Comm. of Deeds *Notary Public*

Deed
WITH LIEN COVENANT

STEPHEN L. GALLAGHER, 178
Duer St., Oswego, New York

16

TO

STEPHEN L. GALLAGHER and
AMELIA B. GALLAGHER, 178
Duer Street, Oswego, N.Y.,

Dated, May 21st 1963

RECEIVED
1963 MAY 21 PM 3 40
OSWEGO COUNTY
CLERKS OFFICE

BOOK 664 PG 249

4.	Niagara Mohawk Power Corporation a corporation organized under the laws of the State of New York, 300 Erie Boulevard West, Syracuse 2, New York -and- Stephen L. Gallagher, 178 Duer Street, Oswego, New York See Attached	**Release and Consent** **Dated:** January 30, 1963 **Ack.:** January 30, 1963 **Cons.** $1.00 **Rec.:** October 13, 1964 @ 3:21 PM **Book 676 Page 107&c**

RELEASE AND CONSENT

THIS INDENTURE, made this 30th day of January, 1963, between NIAGARA MOHAWK POWER CORPORATION, a corporation organized under the laws of the State of New York, having its office and principal place of business at 300 Erie Boulevard West, Syracuse 2, New York, party of the first part and STEPHEN L. GALLAGHER, residing at 178 Duer Street, Oswego, New York, party of the second part;

W I T N E S S E T H:

WHEREAS, the party of the first part conveyed certain premises situate in the City of Oswego, County of Oswego and State of New York to Operation Oswego, Inc. by the following deeds:

(a) Deed dated April 23, 1957 and recorded in the Oswego County Clerk's Office on April 25, 1957 in Book 594 of Deeds at Page 145 &c.;

(b) Deed dated October 22, 1962 and recorded in said Clerk's Office on December 18, 1962 in Book 661 of Deeds at Page 733 &c.

reference to which deeds is hereby made for a more particular description of said premises; and

WHEREAS, the aforementioned deeds contains certain conditions, among other things, that said premises be utilized solely for industrial purposes as more particularly set forth therein; and

WHEREAS, party of the second part has represented to party of the first part that second party is or will become the owner of a portion of the premises described in the deeds aforesaid, said portion being the premises hereinafter set forth; and

WHEREAS, party of the second part proposes to utilize the premises hereinafter described for the purpose of erecting thereon a machine shop and otherwise devote said premises to industrial purposes;

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) to it in hand paid by the party of the second part,

the receipt of which is hereby acknowledged, the party of the first part does hereby acknowledge and consent that the utilization of the premises hereinafter described as a site for a machine shop and other related industrial purposes fulfills the express conditions last contained in said respective deeds from Niagara Mohawk Power Corporation to Operation Oswego, Inc. recorded in the Oswego County Clerk's Office respectively in Book 594 of Deeds at Page 145 &c. and Book 661 of Deeds at Page 733 &c. as aforesaid, and releases therefrom, the party of the first part the following including any reverter interest of any nature therein contained, described premises:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Oswego, County of Oswego and State of New York, bounded and described as follows:

Being a part of Lots 36 and 37 of the Eighteenth Township, Scriba's Patent, bounded and described as follows: Beginning at a point in the center line of Mitchell Street (formerly known as Baldwin Road), said point being 1352.1 feet easterly from the intersection of said center line of Mitchell Street with the center line of St. Paul Street, said distance being measured from St. Paul Street as follows: North 79 degrees, 21 minutes East, 699.3 feet to a point, and North 88 degrees 23 minutes, 40 seconds East, 652.8 feet to the said point of origin; running thence North 88 degrees, 23 minutes, 40 seconds East along the center line of Mitchell Street 222.23 feet; thence South 27 degrees, 27 minutes, 20 seconds East, 494.0 feet to an iron pipe; thence South 62 degrees, 32 minutes, 40 seconds West 200 feet; thence North 27 degrees, 27 minutes, 20 seconds West 590.9 feet to the place of beginning.

PROVIDED FURTHER, that the execution of this Release and Consent shall in no way alter or otherwise impair, or be deemed to alter or impair, the conditions set forth in said deeds from Niagara Mohawk Power Corporation to Operation Oswego, Inc. insofar as said conditions shall apply to the premises therein described except as released herein.

IN WITNESS WHEREOF, the party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer the day and year first above written.

NIAGARA MOHAWK POWER CORPORATION

By G J Schneider
Vice President

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.:

On this 30th day of January, 1963, before me personally came F. J. Schneider, to me known, who, being by me duly sworn, did depose and say that he resides at 732 Crawford Avenue, Syracuse, New York; that he is a Vice President of NIAGARA MOHAWK POWER CORPORATION, the corporation described in and which executed the foregoing Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Herman B. Noll
Notary Public

HERMAN B. NOLL
Notary Public in the State of New York
Qualified in Onondaga Co. No. 2001715
Certificate Filed in Onondaga Co.
My Commission Expires Mar. 30, 1963

State of New York
Oswego County ss
Received on the 13th
day of Oct 1964
3:21 o'clock P. M. in Book No.
576 of Deeds At Page
127 and examined.
J. Gregory Murray Clerk

OSWEGO COUNTY
CLERKS OFFICE
1964 OCT 13 PM 3 21
RECEIVED

5.50

BOOK 676 PG 109

SEARCH NO. 5403-00689

5. **FOR REFERENCE**

Niagara Mohawk Power Corporation, a corporation organized under the laws of the State of New York -to- Operation Oswego Inc., a membership corporation of the State of New York	**Quit Claim Deed** **Dated:** April 23, 1957 **Ack.:** April 23, 1957 **Cons.:** $1.00 &c **Transfer Tax:** -0- **Rec.:** April 25, 1957 @ 10:23 AM Book 594 **Page** 145&c

Conveys: See Attached

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594 PAGE 145

This Indenture.

Made the 23rd *day of* April *Nineteen Hundred and* Fifty-seven

Between NIAGARA MOHAWK POWER CORPORATION

a corporation organized under the laws of the State of New York, having its office and principal place of business at 300 Erie Boulevard West, Syracuse, New York,

party of the first part, and

OPERATION OSWEGO INC., a membership corporation of the State of New York, having its office and principal place of business at 113 West Second Street, City of Oswego, New York, party of the second part,

Whereas, the premises hereinafter described are no longer used or useful in the business or corporate affairs of the party of the first part or in the public service, NOW THEREFORE, THIS INDENTURE,

Witnesseth, that the party of the first part, in consideration of

ONE ---------- *Dollar*

($ 1.00 *lawful money of the United States,* and other good and valuable considerations *paid by the party of the second part,*

does hereby remise, release, and quitclaim unto the party of the second part, its successors *and assigns forever, all* that tract or parcel of land situate in the City of Oswego, County of Oswego, State of New York, being a part of Lots 36, 37 and 38 in the 18th Township of Scriba's Patent, bounded and described as follows: Beginning at a point, said point being the point of intersection of the south line of Mitchell Street (formerly called the Baldwin Road) and the east line of St. Paul Street; thence southerly along the east line of St. Paul Street a distance of 1418.64 ± feet to the north line of East Seneca Street (formerly called the Pittsburgh Road); thence easterly along the north line of East Seneca Street a distance of 387.78 ± feet to a point; thence southerly on a line perpendicular to the south line of East Schuyler Street extended and 454 feet therefrom to a point in the center line of East Seneca Street; thence easterly along the said center line of East Seneca Street a distance of 1514.89 ± feet to a point, said point being 158.4 feet east of the east line of Lot 37; thence northerly and parallel with the east line of Lot 37 a distance of 971.69 ± feet to the center line of Mitchell Street; thence westerly along the center line of Mitchell Street to its intersection with the west line of Lot 37; thence southerly along the west line of Lot 37 to a point in the south line of Mitchell Street, said point being 96 feet from the intersection of the south line of Mitchell Street and the east line of St. Paul Street; thence westerly along the south line of Mitchell Street a distance of 96 ± feet to the point of beginning.

The above described premises being bounded on the west by St. Paul Street, on the south by East Seneca Street, on the north by Mitchell Street and on the east by a line parallel with and 158.4 feet easterly of the east line of Lot 37, containing 48.75 acres more or less.

Being the same premises conveyed by the following deeds:

Grantor	Grantee	Date	Recording Data Book	Page
Thomas Murray	Oswego Industries Corp.	Nov. 23, 1928	361	179
Olive E. King Campbell, individually and as Executrix	" "	Nov. 19, 1928	361	177

Grantor	Grantee	Date	Recording Data Book	Page
Board of Supervisors of the County of Oswego	Oswego Industries Corp.	Dec. 22, 1933	375	556
City of Oswego	Northern Dev. Corp.	Oct. 23, 1939	397	192
Board of Supervisors of the County of Oswego	Oswego Industries Corp.	Apr. 20, 1934	376	502
Harris T. Ould	" " "	Mar. 16, 1932	370	357
Harry C. Moss & Grace E. Moss	" " "	Feb. 7, 1927	352	470
Albert Lafave	" " "	Feb. 8, 1927	352	460

Also being that part of the premises lying northerly of the center line of East Seneca Street conveyed by Frank J. Lafave and Rena A. Lafave, his wife, to Oswego Industries Corporation by deed dated March 5, 1927 and recorded in Oswego County Clerk's Office in Book 352 of Deeds at Page 462.

Also being that part of the premises lying easterly of St. Paul Street conveyed by Adah S. Gill and Daniel M. Gill, her husband, to Oswego Industries Corporation by deed dated February 17, 1927 and recorded in Oswego County Clerk's Office in Book 352 of Deeds at Page 468.

Reserving unto the party of the first part, its successors and assigns forever, the permanent right of way and easement for the purposes of electric and gas transmission and distribution lines, together with the right of access thereto with the necessary machines and other equipment for such purposes over and under a strip of land 150 feet in width, extending from the center line of East Seneca Street in a northerly direction to the center line of Mitchell Street (Baldwin Road), the easterly boundary of said strip being parallel to and 150 feet distant from the easterly margin of St. Paul Street, and this conveyance is also made and accepted on the express stipulation and condition that without the written consent of the party of the first part, its successors and assigns, no building or other structure shall be erected or suffered on the above described strip of land.

Also excepting and reserving to the party of the first part, its successors and assigns, the perpetual right, privilege and authority to maintain either over or under the premises herein conveyed all existing electric and gas transmission and distribution lines, and to erect, construct and maintain such future electric and gas transmission and distribution lines as may be deemed necessary by party of the first part, its successors and assigns, together with the right to cut, trim and remove all trees within 30 feet of the center line of any existing or future electric lines erected upon the lands herein conveyed, provided however, that such future electric and gas lines, when constructed, shall not interfere with any structures or buildings that may have been erected by the party of the second part, its successors and assigns.

The above described premises are hereby conveyed, expressly subject to existing restrictive covenants, conditions, exceptions and reservations, or other matters of record, if any, affecting the premises, and to any existing occupancies of said premises, other than referred to herein, if any such exist.

This conveyance is made upon the express condition that the above described premises shall be used by the party of the second part, its successors and assigns, for industrial purposes, and for no other purposes whatever, and that such use shall be commenced within five years from the date of this instrument and should said industrial use not be commenced within said period of five years, or having been used for such purpose should thereafter cease to be operated for such industrial purpose for a period of one year, that then in the happening of either of said events this conveyance shall become null and void and the estate hereby granted shall cease and terminate and revert to and become revested in the said party of the first part, or its successors.

Book 594 Page 147

Together *with the appurtenances and all the estate and rights of the party of the first part in and to said premises.*

To have and to hold *the premises herein granted unto the party of the second part,* **its successors** *and assigns forever,* **upon the express conditions hereinabove set forth.**

In Presence of

In Witness Whereof, *The party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer this* 23rd *day of* April *Nineteen Hundred and* **Fifty-seven**

NIAGARA MOHAWK POWER CORPORATION

By _____

Vice President

594 148

State of New York

County of ONONDAGA } ss.

CITY of SYRACUSE

On this 23rd day of April Nineteen Hundred and Fifty-seven before me personally came G. F. WATTERS to me personally known who, being by me duly sworn did depose and say that he resides in Town of Manlius, Onondaga County, New York that he is the Vice President of Niagara Mohawk Power Corporation the corporation described in and which executed the above Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Herman B. Noll

HERMAN B. NOLL
Notary Public in the State of New York
Certificate Dept. No. 34-2901715
Expires ... Dec.
Commission Expires March 30, 1960

See rel & consent rec 5/5/61 Bk 646 pg 246

See rel & consent rec 10/13/64 Bk 676 pg 107

See rel & consent rec 8/11/67 Bk 699 pg 420

See rel rec 10/22/71 Bk 740 pg 711

See rel rec 11/19/71 Bk 742 pg 44

See consent rec 6/19/72 Bk 748 pg 605

Mail Cashier & Engl. Corp.

Deed
CORPORATION-QUIT CLAIM

NIAGARA MOHAWK POWER CORPORATION

TO

OPERATION OSWEGO INC.

APR 23 10 ... AM '57

Dated APRIL 23, 1957

County of State of New York Onondaga ss.

RECORDED
25th day of Apr. 1957 at 10:19 A.M.
and 23 o'clock A.M.
in LIBER 594 of DEEDS
at PAGE 145 and examined.
J. Gregory Mannone
CLERK

2 41

6. **FOR REFERENCE**

Niagara Mohawk Power Corporation a corporation organized under the laws of the State of New York	**Quit Claim Deed**
-to-	**Dated:** October 22, 1962
Operation Oswego, Inc., a membership corporation of the State of New York	**Ack.:** October 22, 1962
	Cons.: $1.00 &c
	Transfer Tax: -0-
	Rec.: December 18, 1962 @ 11:15 AM
	Book 661 **Page** 733&c

Conveys: See Attached

FORM 654 N. Y. DEED—QUIT CLAIM (From a corporation) (Laws of 1917, Chap. 681, Statutory Form DD)

DENBLANX REGISTERED U. S. PAT. OFFICE Dennis Law Blank Co., Publishers, Buffalo, N. Y.

This Indenture.

Made the 22nd *day of* October *Nineteen Hundred and* Sixty-Two

Between NIAGARA MOHAWK POWER CORPORATION

a corporation organized under the laws of the State of New York, having its office and principal place of business at 300 Erie Boulevard West, Syracuse 2, New York,

party of the first part, and

OPERATION OSWEGO, INC., a membership corporation of the State of New York, having its office and principal place of business at 113 West Second Street, City of Oswego, New York, party of the second part,

Whereas, the premises hereinafter described are no longer used or useful in the business or ~~xxxxxxxxxxxxxxxxxxxxxxxx~~ corporate affairs of the party of the first part or in the public service, NOW THEREFORE, THIS INDENTURE,

Witnesseth, *that the party of the first part, in consideration of*

----------O N E----------*Dollar*

($1.00) *lawful money of the United States,* and other good and valuable considerations *paid by the party of the second part,*

does hereby remise, release, and quitclaim unto the party of the second part, its successors *and assigns forever, all* that tract or parcel of land situate in the City of Oswego, County of Oswego, State of New York, being a part of Lots 36, 37 and 38 in the 18th Township of Scriba's Patent, bounded and described as follows: Beginning at a point, said point being the point of intersection of the south line of Mitchell Street (formerly called the Baldwin Road) and the east line of St. Paul Street; thence southerly along the east line of St. Paul Street a distance of 1418.84 ± feet to the north line of East Seneca Street (formerly called the Fitzhugh Road); thence easterly along the north line of East Seneca Street a distance of 387.78 ± feet to a point; thence southerly on a line perpendicular to the south line of East Schuyler Street extended and 454 feet therefrom to a point in the center line of East Seneca Street; thence easterly along the said center line of East Seneca Street a distance of 1514.89 ± feet to a point, said point being 158.4 feet east of the east line of Lot 37; thence northerly and parallel with the east line of Lot 37 a distance of 971.69 ± feet to the center line of Mitchell Street; thence westerly along the center line of Mitchell Street to its intersection with the west line of Lot 37; thence southerly along the west line of Lot 37 to a point in the south line of Mitchell Street, said point being 96 feet from the intersection of the south line of Mitchell Street and the east line of St. Paul Street; thence westerly along the south line of Mitchell Street a distance of 96 ± feet to the point of beginning.

The above described premises being bounded on the west by St. Paul Street, on the south by East Seneca Street, on the north by Mitchell Street and on the east by a line parallel with and 158.4 feet easterly of the east line of Lot 37, containing 48.75 acres more or less.

The above premises being the same premises heretofore conveyed by Niagara Mohawk Power Corporation to Operation Oswego, Inc. by deed dated April 23, 1957 and recorded in the Oswego County Clerk's Office

on April 25, 1957 in Book 594 of Deeds at Page 145 &c.

Excepting from the above-described premises the property conveyed by Operation Oswego, Inc. to Clifford C. Harris by deed dated December 19, 1960 and recorded in said Clerk's Office on January 5, 1961 in Book 643 of Deeds at Page 1017 &c., bounded and described as follows: ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Oswego, County of Oswego, State of New York, being a part of Lots 37 and 38 in the Eighteenth Township of Scriba's Patent, bounded and described as follows:

Beginning at a point in the center line of East Seneca Street, said point being more particularly described as being 501.45 feet Easterly of the intersection of the center line of East Seneca Street and the East line of Saint Paul Street projected; thence Northerly and at right angles with the center line of East Seneca Street a distance of 433 feet to a point; thence Easterly and at right angles to the aforementioned course a distance of 400 feet; thence Southerly and at right angles to the aforementioned course a distance of 433 feet to the center line of East Seneca Street; thence Westerly along the center line of East Seneca Street a distance of 400 feet to the point of beginning.

The above premises being a rectangular piece of land fronting 400 feet on East Seneca Street by 433 feet deep.

Reserving unto the party of the first part, its successors and assigns forever, the permanent right of way and easement for the purposes of electric and gas transmission and distribution lines, together with the right of access thereto with the necessary machines and other equipment for such purposes over and under a strip of land 150 feet in width, extending from the center line of East Seneca Street in a northerly direction to the center line of Mitchell Street (Baldwin Road), the easterly boundary of said strip being parallel to and 150 feet distant from the easterly margin of St. Paul Street, and this conveyance is also made and accepted on the express stipulation and condition that without the written consent of the party of the first part, its successors and assigns, no building or other structure shall be erected or suffered on the above described strip of land.

Also excepting and reserving to the party of the first part, its successors and assigns, the perpetual right, privilege and authority to maintain either over or under the premises herein conveyed all existing electric and gas transmission and distribution lines, and to erect, construct and maintain such future electric and gas transmission and distribution lines as may be deemed necessary by party of the first part, its successors and assigns, together with the right to cut, trim and remove all trees within 30 feet of the center line of any existing or future electric lines erected upon the lands herein conveyed, provided however, that such future electric and gas lines, when constructed, shall not interfere with any structures or buildings that may have been erected by the party of the second part, its successors and assigns.

The above described premises are hereby conveyed, expressly subject to existing restrictive covenants, conditions, exceptions and reservations, or other matters of record, if any, affecting the premises and to any existing occupancies of said premises, other than referred to herein, if any such exist.

This conveyance is made upon the express condition that the above described premises shall be used by the party of the second part, its successors and assigns, for industrial purposes, and for no other purposes whatever, and that such use shall be commenced within five years from the date of this instrument and should said industrial use not be commenced within said period of five years, or having been used for such purpose should thereafter cease to be operated for such industrial purpose for a period of one year, that then in the happening of either of said events, this conveyance shall become null and void and the estate hereby granted shall cease and terminate and revert to and become revested in the said party of the first part, or its successors.

Together *with the appurtenances and all the estate and rights of the party of the first part in and to said premises.*

To have and to hold *the premises herein granted unto the part y of the second part,* its successors *and assigns forever,*

In Presence of

In Witness Whereof. *The party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer this* 22nd *day of* October *Nineteen Hundred and* Sixty-Two.

NIAGARA MOHAWK POWER CORPORATION

By G. T. Watts

Executive Vice President

BOOK 661 PG 735

BOOK 661 PG 736

State of New York

County of ONONDAGA } ss.:

CITY of SYRACUSE

On this 22nd *day of* October *Nineteen Hundred and* Sixty-Two *before me personally came* Gustav F. Watters *to me personally known who, being by me duly sworn did depose and say that he resides in* the Village of Fayetteville, Onondaga County, N.Y. *that he is* Executive Vice President of NIAGARA MOHAWK POWER CORPORATION *the corporation described in and which executed the above Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.*

Carl F. Dobe

CARL F. DOBE
Notary Public in the State of New York
Qualified in Onon. Co. No. 34-6050815
My Commission Expires March 30, 1964

See Release recorded 10-22-71 Bk 740 Pg 711
See release recorded 11-19-71 Bk 742 Pg 44
See Consent recorded 6-19-72 Bk 748 Pg 605

RECEIVED
1962 DEC 18 AM 11 15
OSWEGO COUNTY CLERKS OFFICE

Deed
CORPORATION-QUIT CLAIM

NIAGARA MOHAWK POWER CORPORATION

TO

OPERATION OSWEGO, INC.

Dated October 22nd 1962

State of New York
County of Oswego ss.

RECORDED
ON THE 18th day of Dec. A.D. 1962
at 11:15 o'clock A.M.
in LIBER 661 of DEEDS
at PAGE 733 and examined.
J. Gregory Thomson
CLERK

Mail Culkin & Prad Attys
Oswego N.Y.

See Release & Consent recorded 10-13-64 Book 676 Pg 107
See release & Consent recorded Aug 11, 1967 Bk 699 Pg 420

7. **FOR REFERENCE**

Operation Oswego County, Inc., a membership corporation duly organized and existing under and pursuant to the Laws of the State of New York -to- Stephen L. Gallagher	**Deed Covenant vs. Grantor** **Dated:** December 2, 1964 **Ack.:** December 2, 1964 **Cons.:** $50.00 **Transfer Tax:** -0- **Rec.:** December 7, 1964 @ 3:05 PM **Book** 677 **Page** 661&c

Conveys: See Attached

BARGAIN AND SALE DEED

THIS INDENTURE made the 2 day of December, nineteen hundred and sixty-four, between

OPERATION OSWEGO COUNTY, INC., a membership corporation duly organized and existing under and pursuant to the Laws of the State of New York, with its principal place of business at 22 West Van Buren Street, Oswego, New York, party of the first part, and

STEPHEN L. GALLAGHER, of R. F. D. 2, Oswego, New York, party of the second part:

WITNESSETH, that the party of the first part pursuant to an Order of the Oswego County Court duly made and entered the 2d day of DECEMBER, 1964 in a proceeding entitled "In the Matter of the Application of Operation Oswego County, Inc. to sell and convey certain real property" and in consideration of the sum of Fifty Dollars ($50.00) lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, his heirs and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Oswego, County of Oswego and State of New York, being part of Lot 37 of the 18th Township of Scriba's Patent, bounded and described as follows: BEGINNING at the southwesterly corner of the property conveyed by Operation Oswego, Inc., the party of the first part herein, to Stephen L. Gallagher, the party of the second part herein, by Deed dated February 20, 1963 and recorded in Oswego County Clerk's Office Book of Deeds 662 at Page 757; thence South 62° 32' 40 seconds West a distance of 200 feet; thence North 27° 27' 20 seconds West to the centerline of Mitchell Street; running thence Easterly along the centerline of Mitchell Street to a point in the northwesterly corner of the property conveyed by Operation Oswego, Inc., the party of the first part herein, to Stephen L. Gallagher, the party of the second part herein, by Deed dated February 20, 1963 and recorded in Oswego County Clerk's Office Book of Deeds 662 at Page 757; thence South 27° 27' 20 seconds East to the place of beginning, together with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

TO HAVE and to hold the premises herein granted unto the party of the second part, his heirs and assigns forever. And the party of the first part covenants that it has not done or suffered anything whereby the said premises have been incumbered in any way whatever.

IN WITNESS WHEREOF, the party of the first part has caused its corporate seal to be hereunto affixed and these presents to be signed by its duly authorized officer the day and year first above written.

OPERATION OSWEGO COUNTY, INC.

by Clifford C. Harris L.S.
President

STATE OF NEW YORK COUNTY OF OSWEGO SS.:

On the 2 day of December, 1964 before me personally came Clifford C. Harris to me known, who, being by me duly sworn, did depose and say that he resides in Fair Haven; that he is the President of Operation Oswego County, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board

BOOK 677 PG 661

BOOK 677 PG 662

of Directors of said corporation and that he signed his name thereto by like order.

James G. Brae
Notary Public

State of New York
Oswego County, ss
Recorded in the 7th
day of Dec. 1964
3:05 o'clock P.M., in Book No.
677 of Deeds At Page
[illegible] and examined.
J. Gregory Mennona
Clerk

4.00

OSWEGO COUNTY
CLERKS OFFICE
1964 DEC 7 PM 3 05
RECEIVED

8.	Operation Oswego County, Inc., a local development corporation existing under the New York Not-For-Profit Corporation Law -to- Stephen L. Gallagher and Amelia B. Gallagher, as tenants by the entirety	**Quit Claim Deed** **Dated:** November 12, 1971 **Ack.:** November 12, 1971 **Cons.:** $1.00 &c **Transfer Tax:** -0- **Rec.:** November 12, 1971 @ 1:52 PM **Book** 741 **Page** 567&c

Conveys: See Attached

Note:- Oswego County Surrogate's records File 73-G shows that Stephen L. Gallagher died on May 10, 1979 survived by his spouse Amelia B. Gallagher.

1603—Quitclaim Deed.—Individual. Statutory-Form D. One Side Recording.

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS
80 EXCHANGE PLACE AT BROADWAY, NEW YORK

THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY

State of New Yo
Oswego County, ss
Recorded on the 12th
day of Nov 1971
1152 o'clock P M., in Book N
741 of Deeds At Pa
567 and examined.
JOHN W. COX C

THIS INDENTURE, made the 12th day of November 19 71.

BETWEEN OPERATION OSWEGO COUNTY, INC., a local development corporation existing under the New York Not-For-Profit Corporation Law, with an office and place of business at East 2nd and Schuyler Streets, Oswego, New York, party of the first part, and

STEPHEN L. GALLAGHER and AMELIA B. GALLAGHER, of R. D. #2, Oswego, N.Y., as tenants by the entirety, parties of the second part:

WITNESSETH, that the party of the first part, in consideration of One---------- Dollars, lawful money of the United States, and other good and valuable consideration, paid by the parties of the second part does hereby remise, release and quitclaim unto the parties of the second part, their heirs and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Oswego, County of Oswego and State of New York, being a part of Lots 36 and 37, of the Eighteenth Township of Scriba's Patent, bounded and described as follows:

BEGINNING at the southwesterly corner of the property conveyed by Operation Oswego County, Inc. to Stephen L. Gallagher by deed dated the 2nd day of December, 1964, which deed is recorded in the Oswego County Clerk's Office in Book of Deeds 677 at page 661; Thence North 62° 32' 40" East 400 feet to a point; thence South 27° 27' 20" East 100 feet to a point; thence South 62° 32' 40" West 550 feet to an iron bar; thence North 27° 27' 20" West 573.25 feet to a point in the center line of Mitchell Street, formerly known as the Baldwin Road; thence North 88° 23' 40" East along the center line of Mitchell Street 166.67 feet to the northwest corner of said premises described in said deed recorded in Book 667 of Deeds at page 661; thence South 27° 27' 20" East 687.80 feet to the place of beginning. Being a portion of premises delineated on a map entitled "Survey of Part of Lot 37, Eighteenth Township, Scriba's Patent" dated August 21, 1970, prepared by Donald S. Severance, L.S.#35613, which has been heretofore filed in the Oswego County Clerk's Office.

REAL ESTATE STATE OF
00.00

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the parties of the second part, their heirs and assigns forever.

This deed is subject to the trust provisions of Section 13 of the Lien Law.

IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and seal the day and year first above written.

In presence of

OPERATION OSWEGO COUNTY, INC.

By [signature] President

OPERATION OSWEGO CORPORATION SEAL 1953

STATE OF **COUNTY OF** ss.:

On the day of 19 before me came

to me known and known to me to be the individual described in, and who executed, the foregoing instrument, and acknowledged to me that he executed the same.

BOOK 741 PG 567

STATE OF NEW YORK)
COUNTY OF OSWEGO) SS.:

On this 12th day of November, 1971, before me personally came VERNON E. RANK, to me known, who, being by me duly sworn, did depose and say that he resides at New Haven, Town of Scriba, New York; that he is the President of Operation Oswego County, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public

OPERATION OSWEGO COUNTY, INC.

to

STEPHEN L. GALLAGHER and AMELIA B. GALLAGHER, his wife,

Deed

QUITCLAIM — INDIVIDUAL

Dated, November 12th, 1971

The land affected by the within instrument lies in the City and County of Oswego, State of New York.

RECORD AND RETURN TO

9. **In the Matter**
-of-
The People of the
State of New York

Appropriation
Dated: December 4, 1986
Filed: April 7, 1987
File No.: 2059

Reputed Owner: City of Oswego, New York, Niagara Mohawk Power Corporation, Amelia B. Gallagher, County of Oswego, PAS Pollution Control, Inc.

Project: PAS Oswego Site

See Attached

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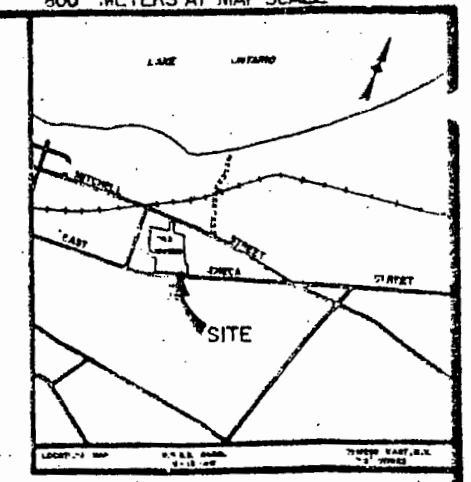
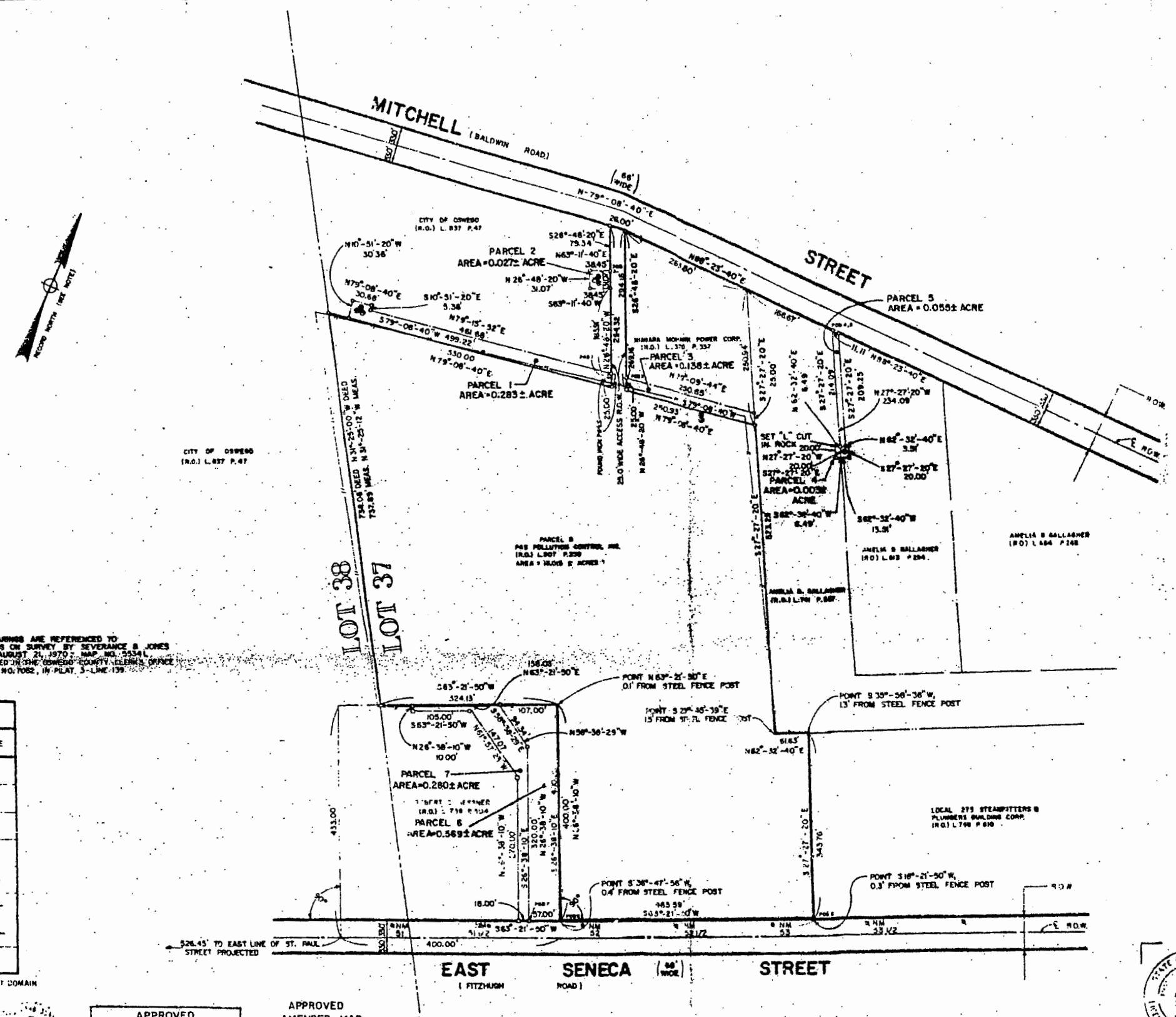
0 50 100 150 200 250 300 350 400 450 500 550 600 650 700 750 800 METERS AT MAP SCALE





PARCEL ACQUISITION TABLE.			
PARCEL	OWNER	TYPE OF EASEMENT	ACREAGE
1	CITY OF OSWEGO	PERMANENT	0.283
2	CITY OF OSWEGO	PERMANENT	0.027
3	NIAGARA MOHAWK POWER CORP.	PERMANENT	0.138
4	AMELIA B. GALLAGHER	PERMANENT	0.003
5	AMELIA B. GALLAGHER	PERMANENT	0.055
6 *	HERBERT F. GESSNER	TEMPORARY	0.569
7 *	HERBERT F. GESSNER	TEMPORARY	0.280
8	PAS POLLUTION CONTROL INC	PERMANENT	15.015

* NOTE: Parcels shown thus not acquired by EMINENT DOMAIN

Amended to delete Parcel Nos 6 & 7
Richard Radcliffe 6/9/86
Richard Radcliffe, LS
Reg No 47420

APPROVED
April 21 1988
DATE
Lyndon Marsh
LYNDON MARSH
EXECUTIVE DEPUTY COMMISSIONER DEPARTMENT OF ENVIRONMENTAL CONSERVATION

APPROVED AMENDED MAP
10th day of March, 1987
DATE
Lyndon Marsh
LYNDON MARSH
EXECUTIVE DEPUTY COMMISSIONER DEPARTMENT OF ENVIRONMENTAL CONSERVATION

I HEREBY CERTIFY THAT THIS AMENDED MAP WAS OFFICIALLY FILED IN THE DEPARTMENTAL OFFICES AT ALBANY, NEW YORK ON March 6, 1987
James M. West
JAMES M. WEST, SUPERINTENDENT, REAL PROPERTY

NOTE: ALTERATION OF THIS DOCUMENT, EXCEPT BY A LICENSED LAND SURVEYOR, IS ILLEGAL.

Francis J. Hannon
FRANCIS J. HANNON, L.S.
REG NO. 49590

APPROPRIATION MAP # 8041
'87 JAN 21 PM 1 45

LEGEND
- LOT LINE
- PROPERTY LINE
- CYCLONE FENCE
- PERMANENT EASEMENT
- TEMPORARY EASEMENT
- 1 1/4" I.P. WITH CAP - SET
- RUB WITH TACK - SET
- DEEP WELL
- INTERMEDIATE WELL
- SHALLOW WELL

I HEREBY CERTIFY THAT THIS MAP WAS PREPARED FOR THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION AND WAS OFFICIALLY FILED IN THE DEPARTMENTAL OFFICES AT ALBANY, NEW YORK ON April 21, 1988
James M. West
JAMES M. WEST, SUPERINTENDENT REAL PROPERTY

STATE OF NEW YORK DEPARTMENT OF ENVIRONMENTAL CONSERVATION

URS Company Inc. - CONSULTANT
MAP OF EASEMENTS TO BE ACQUIRED PURSUANT TO SECTION 3-0305 OF THE ENVIRONMENTAL CONSERVATION LAW AND THE EMINENT DOMAIN PROCEDURE LAW

PART OF LOT 37 TOWNSHIP 18
SCRIBA'S PATENT
CITY OF OSWEGO COUNTY OF OSWEGO
STATE OF NEW YORK

DESIGNATED AS PAS OSWEGO SITE

SCALE 1"=100' 1:1200

I HEREBY CERTIFY THAT THIS IS AN ACCURATE SURVEY MAP PREPARED BY ME OR UNDER MY DIRECTION, OF AN ACCURATE SURVEY, AND THAT THE SURVEY WAS PERFORMED IN ACCORDANCE TO THE STANDARDS AND PROCEDURES ADOPTED BY THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION.

7/22/85 DATE
Francis J. Hannon
FRANCIS J. HANNON, L.S. REG. NO. 49590

MAP PREPARED BY
Eugene E. Bittinger
EUGENE E. BITTINGER, SR. SURVEYING TECHNICIAN 7/22/85 DATE

SURVEY 7-58-339
MAP NO. 10433

18.

2059

Map and Description of Lands to be Acquired

Being situate in
Lot 37
Township 18
Scriba's Patent
City of Oswego
County of Oswego
State of New York

Project: PAS OSWEGO SITE

Reputed Owners:
City of Oswego, New York
Niagara Mohawk Power Corporation
Amelia B. Gallagher
County of Oswego
PAS Pollution Control, Inc.

Pursuant to Section 3-0305 of the Environmental Conservation Law and the Eminent Domain Procedure Law, I, Henry G. Williams, Commissioner of Environmental Conservation have caused to be made and certified an accurate map and description of the following property over which I deem it necessary to acquire easements by appropriation, for the functions and purposes of the Department.

A PERMANENT EASEMENT to be exercised in, on, under, over and upon the parcels hereinafter described for the purpose of installing, operating, maintaining, repairing and replacing groundwater monitoring wells, including the right to collect samples of groundwater therefrom and the right to secure the described parcels by fencing, together with the right at all times of ingress, egress and regress by the State of New York, its employees, agents, contractors or representatives for purposes connected with this easement. Said permanent easement to be exercised over all those parcels of land identified as Parcels 1, 2, 3, 4 and 5 situate, lying, and being in the City of Oswego, County of Oswego, and State of New York, being a part of Lot 37 of Township 18, Scriba's Patent, which are more particularly bounded and described as follows:

PARCEL 1

COMMENCING at a point in the south line of Mitchell Street where the west line of lands reputedly owned by PAS Pollution Control Inc. intersects said south line, said point being marked by a 1¼" iron pipe with cap; **THENCE** running along said west line of PAS Pollution Control, Inc. S 26° 48' 20" E a distance of 269.32 feet to the **POINT OF BEGINNING**, said point being marked by a 1¼" iron pipe with cap; **THENCE** continuing along said west line of PAS Pollution Control, Inc. S 26° 48' 20" E a distance of 25.00 feet to a southeast corner of lands reputedly owned by the City of Oswego, said point being marked by a 1¼" iron pipe with cap; **THENCE** running along a north line of said lands reputedly owned by PAS Pollution Control, Inc. S 79° 08' 40" W a distance of 499.22 feet to a point, said point being marked by a 1¼" iron pipe with cap; **THENCE** running through said lands reputedly owned by the City of Oswego the following four (4) courses and distances:

1) N 10° 51' 20" W a distance of 30.36 feet to a point, said point being marked by a 1¼" iron pipe with cap;

2) N 79° 08' 40" E a distance of 30.68 feet to a point, said point being marked by a 1¼" iron pipe with cap;

3) S 10° 51' 20" E a distance of 5.36 feet to a point, said point being marked by a 1¼" iron pipe with cap;

4) N 79° 15' 52" E a distance of 461.68 feet to the POINT OF BEGINNING.

CONTAINING two hundred eighty three thousandths (0.283) of an acre of land more or less.

PARCEL 2

COMMENCING at a point in the south line of Mitchell Street where the west line of lands reputedly owned by PAS Pollution Control, Inc. intersects said south line, said point being marked by a 1¼" iron pipe with cap; THENCE running along said west line of PAS Pollution Control, Inc. S 26° 48' 20" E a distance of 79.34 feet to the POINT OF BEGINNING, said point being marked by a 1¼" iron pipe with cap; THENCE continuing along said west line of the lands reputedly owned by PAS Pollution Control, Inc. S 26° 48' 20" E a distance of 31.07 feet to a point, said point being marked by a 1¼" iron pipe with cap; THENCE running through lands reputedly owned by the City of Oswego the following three (3) courses and distances:

1) S 63° 11' 40" W a distance of 38.45 feet to a point, said point being marked by a 1¼" iron pipe with cap;

2) N 26° 48' 20" W a distance of 31.07 feet to a point, said point being marked by a 1¼" iron pipe with cap;

3) N 63° 11' 40" E a distance of 38.45 feet to the POINT OF BEGINNING.

CONTAINING twenty seven thousandths (0.027) of an acre of land more or less.

PARCEL 3

COMMENCING at a point in the south line of Mitchell Street where the east line of lands reputedly owned by PAS Pollution Control, Inc. intersects said south line, said point being marked by a 1¼" iron pipe with cap; THENCE running along said east line of PAS Pollution Control, Inc. S 26° 48' 20" E a distance of 269.16 feet to the POINT OF BEGINNING, said point being marked by a 1¼" iron pipe with a cap; THENCE running through lands reputedly owned by Niagara Mohawk Power Corporation N 79° 09' 44" E a distance of 250.65 feet to a point in the west line of lands reputedly owned by Amelia B. Gallagher, said point being marked by a 1¼" iron pipe with cap; THENCE running along said west line of Gallagher S 27° 27' 20" E a distance of 25.00 feet to the southeast corner of said lands reputedly owned by Niagara Mohawk, said corner being marked by a 1¼" iron pipe with cap; THENCE running along a north line of said lands reputedly owned by PAS Pollution Control, Inc. S 79° 08' 40" W a distance of 250.93 feet to the southwest corner of said lands reputedly owned by Niagara Mohawk, said corner being marked by a 1¼" iron pipe with cap; THENCE running along the east line of said lands reputedly owned by PAS Pollution Control, Inc. N 26° 48' 20" W a distance of 25.00 feet to the POINT OF BEGINNING.

CONTAINING one hundred thirty eight thousandths (0.138) of an acre of land more or less.

PARCELS 4 & 5

COMMENCING at a point in the south line of Mitchell Street where the east line of lands reputedly owned by PAS Pollution Control, Inc. intersects said south line, said point being marked

by a 1¼" iron pipe with cap; THENCE running along said south line of Mitchell Street N 88° 23' 40" E a distance of 430.17 feet to the POINT OF BEGINNING, said point being marked by a 1¼" iron pipe with cap; THENCE continuing along said south line of Mitchell Street N 88° 23' 40" E a distance of 11.11 feet to a point, said point being marked by a 1¼" iron pipe with cap; THENCE leaving said south line of Mitchell Street and running through lands reputedly owned by Amelia B. Gallagher the following seven (7) courses and distances:

1) S 27° 27' 20" E a distance of 209.25 feet to a point, said point being marked by a 1¼" iron pipe with cap;

2) N 62° 32' 40" E a distance of 3.51 feet to a point, said point being marked by a 1¼" iron pipe with cap;

3) S 27° 27' 20" E a distance of 20.00 feet to a point, said point being marked by a 1¼" iron pipe with cap;

4) S 62° 32' 40" W a distance of 20.00 feet to a point, said point being marked by a 1¼" iron pipe with cap;

5) N 27° 27' 20" W a distance of 20.00 feet to a point, said point being marked by an "L" cut in rock;

6) N 62° 32' 40" E a distance of 6.49 feet to a point, said point being marked by a 1¼" iron pipe with cap;

7) N 27° 27' 20" W a distance of 214.09 feet to the POINT OF BEGINNING.

CONTAINING fifty eight thousandths (0.058) of an acre of land more or less.

All bearings are referenced to record north on a survey by Severance and Jones dated August 21, 1970 and filed in the Oswego County Clerk's Office as Map No. 7052, in Plat 3 - Line 139.

ALSO, A PERMANENT EASEMENT to be exercised in, on, under, over and upon the parcels hereinafter described for the purpose of (1) exclusively using and occupying the parcels hereinafter described; (2) securing the described parcels by fencing; (3) conducting soil, water, air, flora and fauna tests and analyses; (4) removing soil, water, air, flora and fauna samples; (5) constructing, reconstructing and operating thereon a work area; (6) grading; (7) clearing and grubbing of trees, brush, debris, and structures; (8) removing therefrom any or all material excavated, cut, razed or torn down from the parcels described, or deposit any material thereon; (9) placing and keeping machines, tools and equipment thereon; (10) constructing, reconstructing, operating, maintaining and repairing any and all structures, facilities, or other works necessitated by the implementation of the PAS Oswego Hazardous Waste Site Remedial plan, a copy of which is on file in the Albany office of the Department of Environmental Conservation; with the rights at all times of ingress, egress, and regress by the State of New York, its employees, agents, contractors, and/or representatives for the purposes connected with the assessment of environmental problems caused by the disposal of hazardous wastes and the development and implementation of remedial plans. Said permanent easement to be exercised over that parcel of land identified as Parcel 8 which is more particularly bounded and described as follows:

PARCEL 8

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate, lying and being in the City of Oswego, County of Oswego, State of New York, being a part of Lot 37 of Township 18, Scriba's Patent, more particularly bounded and described as follows:

BEGINNING AT A POINT in the north line of East Seneca Street where the west line of land reputedly owned by Local 273 Steamfitters and Plumbers Building Corporation intersects said north line, said point being S 18° 21' 50" W a distance of 0.3 feet from a steel fence post; **THENCE** running along said north line of East Seneca Street S 63° 21' 50" W a distance of 465.59 feet to a point where the east line of lands reputedly owned by Robert C. Gessner intersects said north line of East Seneca Street, said point being S 36° 47' 56" W a distance of 0.4 feet from a steel fence post; **THENCE** running along said east line of Robert C. Gessner N 26° 38' 10" W a distance of 400.00 feet to a point, said point being N 63° 21' 50" E a distance of 0.1 feet from a steel fence post; **THENCE** running along the north line of lands reputedly owned by said Gessner S 63° 21' 50" W passing through a 1¼" iron pipe with cap at a distance of 107.00 feet and continuing a total distance of 324.13 feet to a point where said north line of Gessner intersects the division line between Lot 37 on the east and Lot 38 on the west, said point being marked by a 1¼" iron pipe with cap; **THENCE** running along said division line between Lots 37 and 38 also being an east line of lands reputedly owned by the City of Oswego N 31° 25' 12" W a distance of 737.89 feet to a point, said point being a corner of lands reputedly owned by said City of Oswego and being marked by a 1¼" iron pipe with cap; **THENCE** leaving said division line between Lots 37 and 38 and running along a south line of lands reputedly owned by said City of Oswego N 79° 08' 40" E passing through a 1¼" iron pipe with cap at a distance of 30.78 feet and continuing a total distance of 530.00 feet to a southeast corner of lands reputedly owned by said City of Oswego, said point being marked by a 1¼" iron pipe with cap; **THENCE** running along an east line of lands reputedly owned by said City of Oswego N 26° 48' 20" W passing through 1¼" iron pipes with caps at distances of 25.00 feet, 183.91 feet and 214.98 feet and continuing a total distance of 294.32 feet to a point in the south line of Mitchell Street, said point being marked by a 1¼" iron pipe with cap; **THENCE** running along said south line of Mitchell Street N 79° 08' 40" E a distance of 26.00 feet to a point, said point being where the south line of Mitchell Street intersects the west line of lands reputedly owned by Niagara Mohawk Power Corporation and being marked by a 1¼" iron pipe with cap; **THENCE** leaving said south line of Mitchell Street and running along said west line of Niagara Mohawk Power Corporation S 26° 48' 20" E passing through a 1¼" iron pipe with cap at a distance of 269.16 feet and continuing a total distance of 294.16 feet to a point, said point being marked by a 1¼" iron pipe with cap; **THENCE** running along the south line of lands reputedly owned by said Niagara Mohawk Power Corporation N 79° 08' 40" E a distance of 250.93 feet to a point where said south line of Niagara Mohawk Power Corporation intersects the west line of lands reputedly owned by Amelia B. Gallagher, said point being marked by a 1¼" iron pipe with cap; **THENCE** running along said west line of Gallagher S 27° 27' 20" E a distance of 573.25 feet to a point, said point being S 23° 45' 39" E a distance of 1.5 feet from a steel fence post; **THENCE** running along the south line of lands reputedly owned by said Gallagher N 62° 32' 40" E a distance of 61.63 feet to a point where said south line of Gallagher intersects the west line of lands reputedly owned by Local 273 Steamfitters and Plumbers Building Corporation, said point being S 35° 58' 36" W a distance of 1.3 feet from a steel fence post; **THENCE** running along said west line of Local 273 S 27° 27' 20" E a distance of 343.76 feet to the **POINT OF BEGINNING.**

CONTAINING fifteen and fifteen thousandths (15.015) acres of land more or less.

ALL BEARINGS ARE REFERENCED to record north on a survey by Severance and Jones dated August 21, 1970 and filed in the Oswego County Clerk's Office as Map No. 7052, in Plat 3 - Line 139.

ALL AS SHOWN on a map entitled "Map of easements to be acquired pursuant to Section 3-0305 of the Environmental Conservation Law and the Eminent Domain Procedure Law, situate in

part of Lot 37, Township 18, Scriba's Patent, City of Oswego, County of Oswego, State of New York, designated as PAS Oswego Site" on file at the New York State Department of Environmental Conservation as Map No. 10433.

That pursuant to Section 3-0305 of the Environmental Conservation Law and the Eminent Domain Procedure Law this map and description of easements to be acquired by The People of the State of New York are hereby officially approved and this description and the original tracing of this map are filed in the office of the New York State Environmental Conservation Department at Albany, New York on

Henry G. Williams
Commissioner

By Langdon Marsh
Langdon Marsh
Executive Deputy Commissioner
NYS Environmental Conservation
Department

Dated: December 4, 1986

I have compared the foregoing copy of Map and Description of easements to be acquired by The People of the State of New York designated as "Map of easements to be acquired pursuant to Section 3-0305 of the Environmental Conservation Law and the Eminent Domain Procedure Law, situate in part of Lot 37, Township 18, Scriba's Patent, City of Oswego, County of Oswego, State of New York designated as PAS Oswego Site" with the original thereof as filed in the office of the New York State Environmental Conservation Department at Albany, New York and I hereby certify the same to be a true and correct copy thereof.

James M. West
Superintendent of Real Property

Dated: March 5, 1987

SEARCH NO. 5403-00689

10. In the Matter
-of-
The People of the
State of New York

Appropriation
Dated: December 4, 1986
Filed: June 29, 1987
File No.: 2061
Parcel No.: 8
Map No.: 10433

Reputed Owner: City of Oswego, New York, Niagara Mohawk Power Corporation, Amelia B. Gallagher, County of Oswego, PAS Pollution Control, Inc.

Project: PAS Oswego Site, Proceeding 8595, HW-Oswego 1500

See Attached

2061

BOOK 1018 PAGE 203

86-12-16 (3/83)

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
BUREAU OF REAL PROPERTY

HENRY G. WILLIAMS
Commissioner

13

Notice of Filing
of
Appropriation Papers and Vesting of Title

Re: Proceeding 8595
HW-Oswego 1500, PAS Oswego Site
Map #10433, Parcel 8

To: County of Oswego
46 E. Bridge Street
Oswego, New York

RECORDED
87 JUL 29 P 1:45
OSWEGO COUNTY CLERK

TAKE NOTICE THAT, for the purpose of effecting the appropriation of the property hereinafter referred to in accordance with the requirements of Section 3-0305 of the Environmental Conservation Law, and the Eminent Domain Procedure Law, the original of the map and description, copies of which are attached to and made part of this notice, were filed in the office of the Department of Environmental Conservation at Albany, New York, on the 5th day of March ,19 87 and a certified copy of such map and description was filed in both the Department of State on the 13th day of March ,19 87 and the Clerk of the County of Oswego in which said property is situate, on the 7th day of April ,19 87 .

TAKE FURTHER NOTICE THAT, pursuant to the aforesaid Statute, upon the filing of the certified copy of such map and description in said County Clerk's Office, the appropriation was complete and title to such property vested in The People of the State of New York.

James M. West

James M. West
Superintendent, Real Property

Map and Description of Lands to be Acquired

Being situate in
Lot 37
Township 18
Scriba's Patent
City of Oswego
County of Oswego
State of New York

BOOK 1018 PAGE 204

Project: PAS OSWEGO SITE

Reputed Owners:
City of Oswego, New York
Niagara Mohawk Power Corporation
Amelia B. Gallagher
County of Oswego
PAS Pollution Control, Inc.

Pursuant to Section 3-0305 of the Environmental Conservation Law and the Eminent Domain Procedure Law, I, Henry G. Williams, Commissioner of Environmental Conservation have caused to be made and certified an accurate map and description of the following property over which I deem it necessary to acquire easements by appropriation, for the functions and purposes of the Department.

A PERMANENT EASEMENT to be exercised in, on, under, over and upon the parcels hereinafter described for the purpose of installing, operating, maintaining, repairing and replacing groundwater monitoring wells, including the right to collect samples of groundwater therefrom and the right to secure the described parcels by fencing, together with the right at all times of ingress, egress and regress by the State of New York, its employees, agents, contractors or representatives for purposes connected with this easement. Said permanent easement to be exercised over all those parcels of land identified as Parcels 1, 2, 3, 4 and 5 situate, lying, and being in the City of Oswego, County of Oswego, and State of New York, being a part of Lot 37 of Township 18, Scriba's Patent, which are more particularly bounded and described as follows:

PARCEL 1

COMMENCING at a point in the south line of Mitchell Street where the west line of lands reputedly owned by PAS Pollution Control Inc. intersects said south line, said point being marked by a 1¼" iron pipe with cap; THENCE running along said west line of PAS Pollution Control, Inc. S 26° 48' 20" E a distance of 269.32 feet to the POINT OF BEGINNING, said point being marked by a 1¼" iron pipe with cap; THENCE continuing along said west line of PAS Pollution Control, Inc. S 26° 48' 20" E a distance of 25.00 feet to a southeast corner of lands reputedly owned by the City of Oswego, said point being marked by a 1¼" iron pipe with cap; THENCE running along a north line of said lands reputedly owned by PAS Pollution Control, Inc. S 79° 08' 40" W a distance of 499.22 feet to a point, said point being marked by a 1¼" iron pipe with cap; THENCE running through said lands reputedly owned by the City of Oswego the following four (4) courses and distances:

1) N 10° 51' 20" W a distance of 30.36 feet to a point, said point being marked by a 1¼" iron pipe with cap;

2) N 79° 08' 40" E a distance of 30.68 feet to a point, said point being marked by a 1¼" iron pipe with cap;

3) S 10° 51' 20" E a distance of 5.36 feet to a point, said point being marked by a 1¼" iron pipe with cap;

4) N 79° 15' 52" E a distance of 461.68 feet to the POINT OF BEGINNING.

CONTAINING two hundred eighty three thousandths (0.283) of an acre of land more or less.

PARCEL 2

COMMENCING at a point in the south line of Mitchell Street where the west line of lands reputedly owned by PAS Pollution Control, Inc. intersects said south line, said point being marked by a 1¼" iron pipe with cap; THENCE running along said west line of PAS Pollution Control, Inc. S 26° 48' 20" E a distance of 79.34 feet to the POINT OF BEGINNING, said point being marked by a 1¼" iron pipe with cap; THENCE continuing along said west line of the lands reputedly owned by PAS Pollution Control, Inc. S 26° 48' 20" E a distance of 31.07 feet to a point, said point being marked by a 1¼" iron pipe with cap; THENCE running through lands reputedly owned by the City of Oswego the following three (3) courses and distances:

1) S 63° 11' 40" W a distance of 38.45 feet to a point, said point being marked by a 1¼" iron pipe with cap;

2) N 26° 48' 20" W a distance of 31.07 feet to a point, said point being marked by a 1¼" iron pipe with cap;

3) N 63° 11' 40" E a distance of 38.45 feet to the POINT OF BEGINNING.

CONTAINING twenty seven thousandths (0.027) of an acre of land more or less.

PARCEL 3

COMMENCING at a point in the south line of Mitchell Street where the east line of lands reputedly owned by PAS Pollution Control, Inc. intersects said south line, said point being marked by a 1¼" iron pipe with cap; THENCE running along said east line of PAS Pollution Control, Inc. S 26° 48' 20" E a distance of 269.16 feet to the POINT OF BEGINNING, said point being marked by a 1¼" iron pipe with a cap; THENCE running through lands reputedly owned by Niagara Mohawk Power Corporation N 79° 09' 44" E a distance of 250.65 feet to a point in the west line of lands reputedly owned by Amelia B. Gallagher, said point being marked by a 1¼" iron pipe with cap; THENCE running along said west line of Gallagher S 27° 27' 20" E a distance of 25.00 feet to the southeast corner of said lands reputedly owned by Niagara Mohawk, said corner being marked by a 1¼" iron pipe with cap; THENCE running along a north line of said lands reputedly owned by PAS Pollution Control, Inc. S 79° 08' 40" W a distance of 250.93 feet to the southwest corner of said lands reputedly owned by Niagara Mohawk, said corner being marked by a 1¼" iron pipe with cap; THENCE running along the east line of said lands reputedly owned by PAS Pollution Control, Inc. N 26° 48' 20" W a distance of 25.00 feet to the POINT OF BEGINNING.

CONTAINING one hundred thirty eight thousandths (0.138) of an acre of land more or less.

PARCELS 4 & 5

COMMENCING at a point in the south line of Mitchell Street where the east line of lands reputedly owned by PAS Pollution Control, Inc. intersects said south line, said point being marked

by a 1¼" iron pipe with cap; THENCE running along said south line of Mitchell Street N 88° 23' 40" E a distance of 430.17 feet to the POINT OF BEGINNING, said point being marked by a 1¼" iron pipe with cap; THENCE continuing along said south line of Mitchell Street N 88° 23' 40" E a distance of 11.11 feet to a point, said point being marked by a 1¼" iron pipe with cap; THENCE leaving said south line of Mitchell Street and running through lands reputedly owned by Amelia B. Gallagher the following seven (7) courses and distances:

1) S 27° 27' 20" E a distance of 209.25 feet to a point, said point being marked by a 1¼" iron pipe with cap;

2) N 62° 32' 40" E a distance of 3.51 feet to a point, said point being marked by a 1¼" iron pipe with cap;

3) S 27° 27' 20" E a distance of 20.00 feet to a point, said point being marked by a 1¼" iron pipe with cap;

4) S 62° 32' 40" W a distance of 20.00 feet to a point, said point being marked by a 1¼" iron pipe with cap;

5) N 27° 27' 20" W a distance of 20.00 feet to a point, said point being marked by an "L" cut in rock;

6) N 62° 32' 40" E a distance of 6.49 feet to a point, said point being marked by a 1¼" iron pipe with cap;

7) N 27° 27' 20" W a distance of 214.09 feet to the POINT OF BEGINNING.

CONTAINING fifty eight thousandths (0.058) of an acre of land more or less.

All bearings are referenced to record north on a survey by Severance and Jones dated August 21, 1970 and filed in the Oswego County Clerk's Office as Map No. 7052, in Plat 3 - Line 139.

ALSO, A PERMANENT EASEMENT to be exercised in, on, under, over and upon the parcels hereinafter described for the purpose of (1) exclusively using and occupying the parcels hereinafter described; (2) securing the described parcels by fencing; (3) conducting soil, water, air, flora and fauna tests and analyses; (4) removing soil, water, air, flora and fauna samples; (5) constructing, reconstructing and operating thereon a work area; (6) grading; (7) clearing and grubbing of trees, brush, debris, and structures; (8) removing therefrom any or all material excavated, cut, razed or torn down from the parcels described, or deposit any material thereon; (9) placing and keeping machines, tools and equipment thereon; (10) constructing, reconstructing, operating, maintaining and repairing any and all structures, facilities, or other works necessitated by the implementation of the PAS Oswego Hazardous Waste Site Remedial plan, a copy of which is on file in the Albany office of the Department of Environmental Conservation; with the rights at all times of ingress, egress, and regress by the State of New York, its employees, agents, contractors, and/or representatives for the purposes connected with the assessment of environmental problems caused by the disposal of hazardous wastes and the development and implementation of remedial plans. Said permanent easement to be exercised over that parcel of land identified as Parcel 8 which is more particularly bounded and described as follows:

PARCEL 8

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate, lying and being in the City of Oswego, County of Oswego, State of New York, being a part of Lot 37 of Township 18, Scriba's Patent, more particularly bounded and described as follows:

BEGINNING AT A POINT in the north line of East Seneca Street where the west line of land reputedly owned by Local 273 Steamfitters and Plumbers Building Corporation intersects said north line, said point being S 10° 21' 50" W a distance of 0.3 feet from a steel fence post; THENCE running along said north line of East Seneca Street S 63° 21' 50" W a distance of 465.59 feet to a point where the east line of lands reputedly owned by Robert C. Gessner intersects said north line of East Seneca Street, said point being S 36° 47' 56" W a distance of 0.4 feet from a steel fence post; THENCE running along said east line of Robert C. Gessner N 26° 38' 10" W a distance of 400.00 feet to a point, said point being N 63° 21' 50" E a distance of 0.1 feet from a steel fence post; THENCE running along the north line of lands reputedly owned by said Gessner S 63° 21' 50" W passing through a 1¼" iron pipe with cap at a distance of 107.00 feet and continuing a total distance of 324.13 feet to a point where said north line of Gessner intersects the division line between Lot 37 on the east and Lot 38 on the west, said point being marked by a 1¼" iron pipe with cap; THENCE running along said division line between Lots 37 and 38 also being an east line of lands reputedly owned by the City of Oswego N 31° 25' 12" W a distance of 737.89 feet to a point, said point being a corner of lands reputedly owned by said City of Oswego and being marked by a 1¼" iron pipe with cap; THENCE leaving said division line between Lots 37 and 38 and running along a south line of lands reputedly owned by said City of Oswego N 79° 08' 40" E passing through a 1¼" iron pipe with cap at a distance of 30.78 feet and continuing a total distance of 530.00 feet to a southeast corner of lands reputedly owned by said City of Oswego, said point being marked by a 1¼" iron pipe with cap; THENCE running along an east line of lands reputedly owned by said City of Oswego N 26° 48' 20" W passing through 1¼" iron pipes with caps at distances of 25.00 feet, 183.91 feet and 214.98 feet and continuing a total distance of 294.32 feet to a point in the south line of Mitchell Street, said point being marked by a 1¼" iron pipe with cap; THENCE running along said south line of Mitchell Street N 79° 08' 40" E a distance of 26.00 feet to a point, said point being where the south line of Mitchell Street intersects the west line of lands reputedly owned by Niagara Mohawk Power Corporation and being marked by a 1¼" iron pipe with cap; THENCE leaving said south line of Mitchell Street and running along said west line of Niagara Mohawk Power Corporation S 26° 48' 20" E passing through a 1¼" iron pipe with cap at a distance of 269.16 feet and continuing a total distance of 294.16 feet to a point, said point being marked by a 1¼" iron pipe with cap; THENCE running along the south line of lands reputedly owned by said Niagara Mohawk Power Corporation N 79° 08' 40" E a distance of 250.93 feet to a point where said south line of Niagara Mohawk Power Corporation intersects the west line of lands reputedly owned by Amelia B. Gallagher, said point being marked by a 1¼" iron pipe with cap; THENCE running along said west line of Gallagher S 27° 27' 20" E a distance of 573.25 feet to a point, said point being S 23° 45' 39" E a distance of 1.5 feet from a steel fence post; THENCE running along the south line of lands reputedly owned by said Gallagher N 62° 32' 40" E a distance of 61.63 feet to a point where said south line of Gallagher intersects the west line of lands reputedly owned by Local 273 Steamfitters and Plumbers Building Corporation, said point being S 35° 58' 36" W a distance of 1.3 feet from a steel fence post; THENCE running along said west line of Local 273 S 27° 27' 20" E a distance of 343.76 feet to the POINT OF BEGINNING.

CONTAINING fifteen and fifteen thousandths (15.015) acres of land more or less.

ALL BEARINGS ARE REFERENCED to record north on a survey by Severance and Jones dated August 21, 1970 and filed in the Oswego County Clerk's Office as Map No. 7052, in Plat 3 - Line 139.

ALL AS SHOWN on a map entitled "Map of easements to be acquired pursuant to Section 3-0305 of the Environmental Conservation Law and the Eminent Domain Procedure Law, situate in

part of Lot 37, Township 18, Scriba's Patent, City of Oswego, County of Oswego, State of New York, designated as PAS Oswego Site" on file at the New York State Department of Environmental Conservation as Map No. 10433.

That pursuant to Section 3-0305 of the Environmental Conservation Law and the Eminent Domain Procedure Law this map and description of easements to be acquired by The People of the State of New York are hereby officially approved and this description and the original tracing of this map are filed in the office of the New York State Environmental Conservation Department at Albany, New York on

Henry G. Williams
Commissioner

By Langdon Marsh
Langdon Marsh
Executive Deputy Commissioner
NYS Environmental Conservation
Department

Dated: December 4, 1986

I have compared the foregoing copy of Map and Description of easements to be acquired by The People of the State of New York designated as "Map of easements to be acquired pursuant to Section 3-0305 of the Environmental Conservation Law and the Eminent Domain Procedure Law, situate in part of Lot 37, Township 18, Scriba's Patent, City of Oswego, County of Oswego, State of New York designated as PAS Oswego Site" with the original thereof as filed in the office of the New York State Environmental Conservation Department at Albany, New York and I hereby certify the same to be a true and correct copy thereof.

James M. West
Superintendent of Real Property

Dated: March 5, 1987

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
BUREAU OF REAL PROPERTY SERVICES

IN THE MATTER OF THE APPROPRIATION OF PROPERTY BY
THE PEOPLE OF THE STATE OF NEW YORK

PROJECT Proceeding 8595
HW-Oswego 1500, PAS Oswego Site
Map #10433, Parcel 4, 5

AFFIDAVIT OF PERSONAL SERVICE

STATE OF NEW YORK)
) SS.:
COUNTY OF ONONDAGA)

Richard Radcliffe, being duly sworn, deposes and says:

That he is over the age of eighteen years; that he served a copy of the attached notice of appropriation and a copy of each of the descriptions and maps referred to therein upon the natural persons and such corporations as are listed below by delivering to and leaving with each of them personally true copies thereof at the time and place and in the manner hereinafter stated:

NAME OF PERSON	PLACE OF SERVICE	DATE OF SERVICE
Amelia B. Gallagher	Box 240 RFD 2 Oswego, NY 13126	6/29/87

NAME OF CORPORATION	PLACE OF SERVICE	NAME AND TITLE OF OFFICER SERVED	DATE OF SERVICE

Deponent further states that he knew the parties so served respectively to be the person, or the officer as aforesaid of the corporation, named in said notice and to whom the same was directed.

Richard Radcliffe

Sworn to before me this 29th
day of June, 19 87.

CHARLES ANTZAK
Notary Public State of N.Y.
Qual. Onon. Co., No. 4618620
My Comm. Exp. Dec. 31, 1987

Charles Antzak
Notary Public, State of New York

86-06-03 (12/78)
Formerly RP-10

BOOK 1020 PAGE 276

86-12-16 (3/83)

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
BUREAU OF REAL PROPERTY

HENRY G. WILLIAMS
Commissioner

OSWEGO CO. CLERK'S OFF
RECEIVED
'87 JUL 20 PM 4 23
Deed BK 1020 PG 275
CLERK

Notice of Filing of Appropriation Papers and Vesting of Title

Re: Proceeding 8595
HW-Oswego 1500, PAS Oswego Site
Map #10433, Parcels 4 & 5

To: Amelia B. Gallagher
R.F.D. 2
Oswego, New York 13126

TAKE NOTICE THAT, for the purpose of effecting the appropriation of the property hereinafter referred to in accordance with the requirements of Section 3-0305 of the Environmental Conservation Law, and the Eminent Domain Procedure Law, the original of the map and description, copies of which are attached to and made part of this notice, were filed in the office of the Department of Environmental Conservation at Albany, New York, on the 5th day of March ,19 87 and a certified copy of such map and description was filed in both the Department of State on the 13th day of March ,19 87 and the Clerk of the County of Oswego in which said property is situate, on the 7th day of April ,19 87.

TAKE FURTHER NOTICE THAT, pursuant to the aforesaid Statute, upon the filing of the certified copy of such map and description in said County Clerk's Office, the appropriation was complete and title to such property vested in The People of the State of New York.

James M. West

James M. West
Superintendent, Real Property

day of June , 19 87.

CHARLES ANTZAK
Notary Public State of N.Y.
Qual. Onon. Co., No. 4618620
My Comm. Exp. Dec. 31, 1987

Charles Antzak
Notary Public, State of New York

86-06-03 (12/78)
Formerly RP-10

691

2061

35

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
BUREAU OF REAL PROPERTY SERVICES

IN THE MATTER OF THE APPROPRIATION OF PROPERTY BY
THE PEOPLE OF THE STATE OF NEW YORK

PROJECT Proceeding 8595
HW-Oswego 1500, PAS Oswego Site
Map #10433 - Parcels 1,2,3,4,5, & 8

AFFIDAVIT OF PERSONAL SERVICE

STATE OF NEW YORK)
) SS.:
COUNTY OF Onondaga)

Richard Radcliffe, being duly sworn, deposes and says:

That he is over the age of eighteen years; that he served a copy of the attached notice of appropriation and a copy of each of the descriptions and maps referred to therein upon the natural persons and such corporations as are listed below by delivering to and leaving with each of them personally true copies thereof at the time and place and in the manner hereinafter stated:

NAME OF PERSON	PLACE OF SERVICE	DATE OF SERVICE

NAME OF CORPORATION	PLACE OF SERVICE	NAME AND TITLE OF OFFICER SERVED	DATE OF SERVICE
Niagara Mohawk Power Corporation	100 Erie Blvd. W. Syracuse, NY	Harold J. Bogan Ass't. Secretary	6/23/87

Deponent further states that he knew the parties so served respectively to be the person, or the officer as aforesaid of the corporation, named in said notice and to whom the same was directed.

Richard Radcliffe

Sworn to before me this 23rd day of June, 1987.

Charles Antzak
Notary Public, State of New York

CHARLES ANTZAK
Notary Public State of N.Y.
Qual. Onon. Co., No. 4618620
My Comm. Exp. Dec. 31, 1987

86-06-03 (12/78)
Formerly RP-10

695

2-16 (3/83)

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
BUREAU OF REAL PROPERTY

HENRY G. WILLIAMS
Commissioner

OSWEGO CO. CLERK'S OFF
RECEIVED
'87 JUN 30 PM 4 23
Deed BK 1020 PG 283

CLERK

Notice of Filing of Appropriation Papers and Vesting of Title

Re: Proceeding 8595
HW-Oswego 1500, PAS Oswego Site
Map #10433 - Parcel 1

To: Niagara Mohawk Power Corporation
100 Erie Boulevard West
Syracuse, New York

TAKE NOTICE THAT, for the purpose of effecting the appropriation of the property hereinafter referred to in accordance with the requirements of Section 3-0305 of the Environmental Conservation Law, and the Eminent Domain Procedure Law, the original of the map and description, copies of which are attached to and made part of this notice, were filed in the office of the Department of Environmental Conservation at Albany, New York, on the 5th day of March ,19 87 and a certified copy of such map and description was filed in both the Department of State on the 13th day of March ,19 87 and the Clerk of the County of Oswego in which said property is situate, on the 7th day of April ,19 87

TAKE FURTHER NOTICE THAT, pursuant to the aforesaid Statute, upon the filing of the certified copy of such map and description in said County Clerk's Office, the appropriation was complete and title to such property vested in The People of the State of New York.

James M. West

James M. West
Superintendent, Real Property

Sworn to before me this 23rd
day of June ; 19 87.

Charles Antizak
Notary Public, State of New York

CHARLES ANTIZAK
Notary Public State of N.Y.
Qual. Onon. Co., No. 4618620
My Comm. Exp. Dec. 31, 1987

86-06-03 (12/78)
Formerly RP-10

individual owners, including the right to vote thereon and to aid in any manner permitted by law any corporation of which any bonds or other securities or evidences of indebtedness or stocks are held by this corporation, and to do any acts or things designed to protect, preserve, improve or enhance the value of any such bonds or other securities or evidence of indebtedness or stock.

(11) To do any and all things herein set forth and such other things as are incidental or conductive to the attainment of the above purposes to the same extent as natural persons might or could do, and in any part of the world insofar as the same are not inconsistent with the provisions of the New York Corporation Laws.

(12) The purposes specified hereinbefore shall be construed both as purposes and powers, and shall be in nowise limited or restricted by reference to or inference from the terms of any other clause in this or any other article of this certificate of incorporation, but the purposes and powers specified in each of the clauses of this article shall be regarded as independent purposes and powers, and the enumeration of specific purposes and powers shall not be construed to limit or restrict in any manner the meaning of general terms or of the general powers of the corporation, nor shall the expression of one thing be deemed to exclude another, although it be of like nature not expressed.

3. The total number of shares that may be issued is 200 shares of common stock all of which are to be without par value. The capital of the corporation shall be at least equal to the sum of the aggregate par value of all issued shares having par value, plus the aggregate amount of consideration received by the corporation for the issuance of shares without par value, plus such amounts as from time to time by resolution of the Board of Directors may be transferred thereto.

4. The corporation may issue and sell its shares without par value for such consideration as from time to time may be fixed by the Board of Directors. Any and all shares so issued shall be deemed fully paid and non-assessable, and the holder of such shares shall not be liable to the corporation or to its creditors in respect thereto.

5. The office of the corporation shall be located in the City of Oswego, County of Oswego and State of New York, and the address to which the Secretary of State shall

mail a copy of process in any action or proceeding against the corporation which may be served upon him is 350 Mitchell Street, Oswego, New York.

6. The duration of the corporation shall be perpetual.

7. The number of directors shall be not less than three nor more than ten.

8. The names and post office addresses of the directors until the first annual meeting of the stockholders are:

Names	Addresses
Stephen L. Gallagher	178 Duer Street, Oswego, N. Y.
Edward Gallagher	178 Duer Street, Oswego, N. Y.
James G. Grose	181 W. Second Street, Oswego, N.

9. The name and post office address of each subscriber of this certificate of incorporation and a statement of the number of shares which each agrees to take in the corporation are as follows:

Name	P. O. Address	Number and Kind of Shares
Stephen L. Gallagher	178 Duer Street Oswego, N. Y.	1 share, no par value, common
Edward Gallagher	178 Duer Street Oswego, N. Y.	1 share, no par value, common
James G. Grose	181 W. Second St. Oswego, N. Y.	1 share, no par value, common

10. All of the subscribers to the certificate are of full age, at least two-thirds of them are citizens of the United States and at least one of them is a resident of the State of New York; at least one of the persons named as a director is a citizen of the United States and a resident of the State of New York.

11. The Secretary of State is designated as the agent of the corporation upon whom process in any action or proceeding against it may be served.

12. Any person made a party to any action, suit or proceeding by reason of the fact that he, his testator or intestate, is or was a director, officer or employee of the corporation, or of any corporation which he served as such at the request of the corporation, shall be indemnified by the corporation against the reasonable expenses, including attorneys fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such officer, director or employee is liable for negligence or misconduct in the performance of his duties.

13. No contract or other transaction between the corporation and any other corporation shall be affected or invalidated by the fact that any one or more of the directors of this corporation is or are interested in or is a director or officer or are directors or officers of such other corporation, and any director or directors, individually or jointly, may be a party or parties to or may be interested in any contract or transaction of this corporation, or in which this corporation is interested, and no contract, act or transaction of this corporation with any person or persons, firm or corporation shal be affected or invalidated by the fact that any director or directors of the corporation is a party or are parties to or interested in such contract, act or transaction, or in any way connected with such person or persons, firm or association, and each and every person who may become a director of this corporation is hereby relieved from liability that might otherwise exist from contracting with a corporation for the benefit of

himself or any firm, association or corporation in which he may be in anywise interested.

14. The following provisions are inserted for regulation and conduct of the affairs of the corporation, and it is expressly provided that they are intended to be in furtherance of, and not in limitation or exclusion of, the powers conferred by statute:

(a) Meetings of the stockholders and directors of the corporation for all purposes may be held at places in the State of New York other than the principal office or at the principal office of the corporation as herein designated, and meetings of the directors may be held outside of the State of New York in such place or places as may be, from time to time, designated in the By-Laws or by resolution of the Board of Directors.

(b) All corporate powers, except those which by law expressly require the consent of the stockholders, shall be exercised by the Board of Directors.

(c) The Board of Directors shall have the power to fix the amount of working capital from time to time.

(d) The By-Laws of the corporation adopted from time to time by the Board of Directors may be amended by the stockholders.

(e) The Board of Directors shall have the power to ratify contracts entered on behalf of the corporation prior to the date of incorporation, and the Board of Directors shall have the power to pay the reasonable expenses of organization and incorporation of the company.

(f) The Board of Directors shall have the power to purchase the business of any persons, firm or corporation when the business is suitable to the lawful purposes of this corporation, and the purchase may be made with shares of stock of the corporation, and the Board of Directors shall be empowered to lease the premises of such other business, and pay rent therefor.

IN WITNESS WHEREOF we have made and subscribed this certificate in triplicate this 11 day of January, 1963.

Stephen L. Gallagher (LS)

Edward J. Gallagher (LS)

James F. Egan (LS)

STATE OF NEW YORK)
) SS.:
COUNTY OF OSWEGO)

City of Oswego

On this 11th day of February, 1963, before me, the subscriber, personally came STEPHEN L. GALLAGHER, EDWARD GALLAGHER and JAMES G. GROSE to me known and known to me to be the same persons described in and who executed the foregoing certificate of incorporation, and they thereupon severally duly acknowledged to me that they executed the same.

Betty E. Weiss
~~Notary Public~~
Commissioner of Deeds
in and for the City of
Oswego N. Y. My commission
expires Oct 15, 1964

STATE OF NEW YORK
DEPARTMENT OF STATE
A TRUE COPY OF THE ORIGINAL
FILED IN THIS OFFICE ON

FEB 13 1963

WITNESS MY HAND AND OFFICIAL SEAL OF THE DEPARTMENT OF STATE ON THE DATE AFOREMENTIONED.

Caroline K. Simon
SECRETARY OF STATE

BY John J. Fromer
DEPUTY SECRETARY OF STATE

RECEIVED
1963 MAR 15 AM 10 40
OSWEGO COUNTY
CLERK'S OFFICE

SEARCH NO. 5403-00689

15.	Industrial Precision Products, Inc. -to- Key Bank of New York, 201 South Warren Street, Syracuse, New York 13202	**Mortgage** **For:** $325,000.00 **Dated:** July 28, 1994 **Ack.:** July 28, 1994 **Rec.:** July 28, 1994 @ 2:56 PM **Book** 1593 **Page** 236&c

Covers: See Attached

T5494 2520-1

CI 1609

LIBER 1593 PAGE 236

MORTGAGE

(Participation)

his mortgage made and entered into this 28th day of July
, by and between Industrial Precision Products, Inc.

nafter referred to as mortgagor) and KEY BANK OF NEW YORK

(hereinafter referred to as
ıgee), who maintains an office and place of business at 201 South Warren Street, Syracuse, New York
)

ITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby ıge, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated ing in the County of Oswego
of New York, and more particularly described in Schedule A attached hereto and made :t hereof.

Taxes imposed on this instrument at time of recording were	BASE 1625.00
	SPECIAL 812.50
	CNY 812.50
	TOTAL 3250.00

7/28/94

006808

ıer with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, rating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated e deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the taments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, ıder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, e mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default ıder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or ther estate, if any, as is stated herein.

ıe mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the s free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to ıt and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

ıis instrument is given to secure the payment of a promissory note dated July 28, 1994 in the
ıal sum of $ 325,000.00 signed by William J. Gallagher, President
ılf of Industrial Precision Products, Inc.

)RM 928 (11-85) USE 2-78 EDITION UNTIL EXHAUSTED

East along the center line of Mitchell Street 166.67 feet to the northwest corner of said premises described in said deed shown at Book 677 at page 661; thence South 27 deg. 27' 20" East 687.80 feet to the place of beginning. Being a portion of premises delineated on a map entitled "Survey of Part of Lot 37, Eighteenth Township, Scriba's Patent", dated August 21, 1970, prepared by Donald S. Severance, L.S. #35613, which has been heretofore filed in the Oswego County Clerk's Office.

LIBER 1593 PAGE 240

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Oswego, County of Oswego and State of New York, First Parcel: All that tract or parcel of land, situate in the City of Oswego, County of Oswego and State of New York, and described as Oswego City East, Township Eighteen (18) Lot Thirty Six (36) Subdivision two (2); Being for title as derived from City Tax Sales of 1900, 1905, 1915, 1916, and 1918 and from County Tax Sales of 1908, 1911, 1912, and 1913.

ALL THAT TRACT OR PARCEL OF LAND, situate in the Second Ward of the City of Oswego, County of Oswego and State of New York, and being a part of Lot Number thirty-six (36) of the Eighteenth Township of Scriba's Patent, and bounded and described as follows: Beginning in the centerline of Seneca Street at a point twenty rods and 6/100 of a rod from the southwest corner of said Lot No. 36; thence easterly along the center of Seneca Street aforesaid eleven and 34/100 rods; thence northerly forty-nine and 44/100 rods; to the center of the Baldwin Road thence westerly along the center of said Baldwin Road to a point fifty four and 34/100 rods from the place of beginning; thence southerly along the west line of the parcel hereby conveyed fifty-four and 34/100 rods to the place of beginning.

The above properties are shown on a survey made by Russell L. Getman, Licensed Land Surveyor No. 49298, dated February 1, 1994, revised June 21, 1994, intended to be recorded of even date herewith, and more particularly described as follows: **ALL THAT TRACT OR PARCEL OF LAND**, situate in the City of Oswego, County of Oswego and State of New York, being part of Lots 36 and 37 in the 18th Township of Scriba's Patent, Second Ward, and more particularly bounded and described as follows: **BEGINNING** at a point in the centerline of Mitchell Street (F/Baldwin Road) being the northeast corner of Niagara Mohawk Power Corporation (reputed owners); which point is easterly, 963.20 feet along the centerline of Mitchell Street from the intersection of the centerline of St. Paul Street (East 14th Street), and running;

1) Thence, N 88° 23' 40" East, 991.23 feet along the centerline of Mitchell Street to a point being the northwest corner of now or formerly owned by Peter F. Wiltsie as recorded in the Oswego County Clerk's Office in Book 1165 of deeds at page 245;

2) Thence, South 26° 43' 07" East 816.83 feet along the west line of said Wiltsie to a point in the centerline of East Seneca Street;

3) Thence, South 63° 21' 50" West 331.58 feet along the centerline of East Seneca Street to a point being the southeast corner of Frank Rizzo as recorded in Book 968 of deeds at page 249.

4) Thence, N 27° 27' 20" West 383.75 feet along the east line of said Rizzo to a point being the northeast corner of said Rizzo;

5) Thence, South 62° 32' 40" West 550.0 feet along the north line of said Rizzo, U.A. Local 73 Building Corp. as recorded in Book 1182 of deeds at page 20, and a north line of City of Oswego as recorded in book 848 of Deeds at Page 52 to a point;

6) Thence, North 27° 27' 20" West 860.47 feet along the east line of said City of Oswego and aforementioned Niagara Mohawk to the point and place of beginning containing 16.130 acres of land.

Subject to easements and restrictions of record.

It being intended to describe a parcel of land on Mitchell Street and East Seneca Street in the City of Oswego formerly owned by Stephen L. and Amelia B. Gallagher.

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

INDUSTRIAL PRECISION PRODUCTS, INC.

By: William J. Gallagher, President

Executed and delivered in the presence of the following witnesses:

.....

.....

(Add Appropriate Acknowledgment)

STATE OF NEW YORK)
COUNTY OF OSWEGO) ss.:

On this 28th day of July, 1994, before me, personally came WILLIAM J. GALLAGHER, to me personally known who, being by me duly sworn, did depose and say that he resides in Oswego County, New York, that he is the President of Industrial Precision Products, Inc., the corporation described in and which executed the above Instrument; that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public

JANET L. HOLMGREN
NOTARY PUBLIC, State of New York
Qualified in Onondaga County
No. 4644482
Commission Expires 6-30-95

MORTGAGE

RECEIVED
'94 JUL 28 PM 2 56
LIBER 1593 PG. 136
CLERK

TO

$12.50
$12.50
$25.00

RECORDING DATA

5.00
24.00

RETURN TO:

Name SEITER LAW OFFICE

Address .....

16. Industrial Precision Products, Inc.
-to-
Key Bank of NY, Syracuse, N.Y.

Financing Statement
File No.: 94-2952
Filed: July 28, 1994

Covers: All of debtor's machinery, equipment... see filing.

Property: 350 Mitchell Street, Oswego

Record Owner: Industrial Precision Products, Inc.

---

17. Industrial Precision Products, Inc.
-to-
Key Bank of NY, Syracuse, N.Y.

Financing Statement
File No.: 94-2953
Filed: July 28, 1994

Covers: All of debtor's inventories and accounts receivable...See Filing.

Property: 350 Mitchell St., Oswego

Record Owner: Industrial Precision Products, Inc.

---

18. Industrial Precision Products, Inc.
-to-
Key Bank of NY, Syracuse, N.Y.

Continuation of Financing Statement #94-2953
File No.: 99-777
Filed: March 15, 1999

Covers: See Schedule A on original filing.

Property: 350 Mitchell Street, Oswego

Record Owner: Industrial Precision Products, Inc.

---

19. Industrial Precision Products, Inc.
-to-
Key Bank of NY, Syracuse, N.Y.

Continuation of Financing Statement #94-2952
File No.: 99-778
Filed: March 5, 1999

Covers: See Schedule A on original filing.

Property: 350 Mitchell Street, Oswego

Record Owner: Industrial Precision Products, Inc.

---

20. Industrial Precision Products, Inc.
-to-
Co. of Oswego Industrial Dev. Agency, Oswego, N.Y.

Financing Statement
File No.: 94-3018
Filed: August 3, 1994

Covers: All of debtor's machinery, equipment, fixtures & furniture... see filing.

Property: 350 Mitchell Street, Oswego, 18th Twnsp. of S.P., Pt. of Lot 37

Record Owner: Industrial Precision Products, Inc.

---

21. Industrial Precision Products, Inc.
-to-
Co. of Oswego Industrial Dev. Agency, Oswego, N.Y.

Continuation of Financing Statement #94-3018
File No.: 99-1104
Filed: April 16, 1999

Covers: See filing.

Property: 350 Mitchell St., Oswego, Pt. Lot 37

Record Owner: Industrial Precision Products, Inc.

---

22. Industrial Precision Products, Inc., a corporation, 350 Mitchell Street, Oswego, New York 13126
-to-
KeyBank National Association, a New York State banking corporation, 201 South Warren Street, Syracuse, New York 13202

Mortgage

For: $246,000.00
Dated: October __, 1997
Ack.: October 22, 1997
Rec.: October 28, 1997 @ 12:25 PM
Book 1928 **Page** 212&c

Covers: See Attached

USE BLACK INK

OSWEGO COUNTY CLERK'S OFFICE

GEORGE J. WILLIAMS - COUNTY CLERK

LIBER 1928 PAGE 212
OSWEGO CO. CLERK'S OFFICE
RECEIVED
Mortgage 1928: 212-234
97 OCT 28 PM 12: 25
CLERK

* RESERVED
TIME STAMP ONLY

SUBMITTED BY: Seiter / Ticor / Ryan

TYPE OF DOCUMENT: Mortgage and Security Agreement

PARTIES TO TRANSACTION

Industrial Precision Products, Inc.

TO

KeyBank National Association

RECORD & RETURN TO
(Name, Address & Zip Code)

NORMAN W. SEITER, JR.
Attorney At Law
3306 Main Street, Suite A
Mexico, NY 13114

*RECEIPT # 223809

PLEASE TYPE OR LEGIBLY PRINT INFORMATION

*** PLEASE NOTE - ALL ASTERISKED ITEMS ARE FOR CLERK'S OFFICE ONLY**
COMPLETE ONLY INFORMATION ON THIS FORM WHICH PERTAINS TO DOCUMENT ATTACHED TO

RECORDING FEES

RECORDING FEE CHARGE		$ 5.00
# OF PAGES 23	x 3.00 =	$ 69.00
# OF EXTRA NAMES _____	x .50 =	$ _____
# OF REFERENCES _____	x .50 =	$ _____
# OF CROSS REFERENCES _____	x .50 =	$ _____
# OF EXTRA ASST _____	x 3.50 =	$ _____
TOTAL		$ 74.00

* COVER SHEET IS RECORDED AS PART OF THE DOCUMENT & WILL BE COUNTED AS A PAGE

MISCELLANEOUS FEES

X	LOC GOVT	$ 5.00
_____	TP 584	$ 5.00
_____	TP 584.1	$ 5.00
_____	RP 5217	$ 25.00
_____	255 AFFID	$ 5.00

*AFFID # _____

TOTAL $ 5.00

DEED TRANSFER TAX

REVENUE STAMPS $ _____

TOWN/CITY Oswego
(COMPLETE FOR MTGE ALSO)

*TRANSFER TAX _____

*INSTRUMENT # 008452

*RECEIVED

$ _____
REAL ESTATE
TRANSFER TAX
OSWEGO COUNTY

TAX MAP NUMBER

_____

GRAND TOTAL FOR
THIS DOCUMENT $ 2,539.00

PAID
OSWEGO CO. CLERK'S OFFICE
GEORGE J. WILLIAMS

MORTGAGE TAX

*MORTGAGE SERIAL # C02374

MORTGAGE AMT. $ 246,000.00

TOTAL MTGE. TAX $ 2,460.00

MTGE. TYPES:

_X_ COMMERCIAL
_____ 1-2 FAMILY
_____ CREDIT UNION/INDIVIDUAL
_____ EXEMPT

*CLERK'S INITIALS GJW

* Taxes imposed on this instrument at time of recording were

BASE	1230.00
SPECIAL	615.00
CNY	615.00
TOTAL	2460.00

George J. Williams, Oswego County Clerk

This sheet constitutes the clerk endorsement required by section 316-A (5) for the Real Property law of the State of New York. DO NOT DETACH.

MORTGAGE AND SECURITY AGREEMENT

$246,000.00

THIS MORTGAGE AND SECURITY AGREEMENT, made the day of October, 1997, by **INDUSTRIAL PRECISION PRODUCTS, INC.**, a corporation with an office for the transaction of business located at 350 Mitchell Street, Oswego, New York 13126, the **MORTGAGOR** to **KEYBANK NATIONAL ASSOCIATION**, a New York State banking corporation with its principal office located at 201 South Warren Street, Syracuse, New York 13202, the **MORTGAGEE**.

WITNESSETH, that to secure the payment of an indebtedness evidenced by a certain note bearing even date herewith in the principal sum of TWO HUNDRED FORTY SIX THOUSAND ($246,000.00) Dollars lawful money of the United States, as the same may be modified, renewed or extended (the "Note") which sum, with interest thereon is to be paid by Mortgagor to Mortgagee in accordance with the terms of said Note, and also to secure the payment by Mortgagor to Mortgagee of all sums expended or advanced by Mortgagee pursuant to any covenant, term or provision of this Mortgage or any other Loan Document (as that term is defined in the Note), and to secure the performance of each covenant, term and provision by Mortgagor to be performed pursuant to this Mortgage or any other Loan Document, Mortgagor hereby mortgages to Mortgagee, its successors and assigns, the following described property (the "Mortgaged Property") whether now owned or held or hereafter acquired:

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Oswego, Oswego County, State of New York, and being the same premises described in Schedule "A" hereto annexed and made a part hereof (the "Premises").

ALL RIGHT, TITLE AND INTEREST of Mortgagor in and to any and all buildings, structures and improvements, including without limitation, the foundations and footings thereof, now or at any time hereafter erected, constructed or situated upon the Premises or any part thereof (the "Improvements").

TOGETHER with all fixtures, chattels and articles of personal property now or hereafter attached to or used in connection with the Premises, together with any and all replacements thereof and additions thereto (the "Chattels"). This Mortgage shall be considered a financing statement pursuant to the provisions of the Uniform Commercial Code, covering fixtures which are affixed to the Premises. The types of collateral covered hereby are described in this paragraph. The debtor is Mortgagor. The secured party is **KEYBANK NATIONAL ASSOCIATION**. Their addresses are set forth above.

TOGETHER with all right, title and interest, if any, of Mortgagor of, in and to the bed of any street, road or avenue, opened or proposed, in front of, adjoining or abutting upon the Premises to the center line thereof.

TOGETHER with any and all awards heretofore and hereafter made to the present and all subsequent owners of the Premises by any governmental or other lawful authorities for the taking by eminent domain of the whole or any part of the Premises, or any easement therein, including any awards for any changes of grade of streets, which said awards are hereby assigned to Mortgagee, who is hereby authorized to collect and receive the proceeds of any such awards from such authorities and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the amount owing on account of this Mortgage and the Note, notwithstanding the fact that the amount owing thereon may not then be due and payable.

TO HAVE AND TO HOLD the Mortgaged Property unto the Mortgagee, its successors and assigns, **PROVIDED ALWAYS** that if Mortgagor shall pay or cause to be paid to Mortgagee, its successors and assigns, said principal sum of money and other charges mentioned and set forth in this Mortgage and in the Note, together with interest

IN WITNESS WHEREOF, this Mortgage has been duly executed by Mortgagor.

INDUSTRIAL PRECISION PRODUCTS, INC.

By: William J. Gallagher
President

STATE OF NEW YORK)
COUNTY OF OSWEGO)

On October 22, 1997, before me personally came William J. Gallagher to me personally known, who, being by me duly sworn, did depose and say that he resides in Oswego County, New York, that he is the President of ~~Ringgold Fire Company Number One of Pulaski~~ Industrial Precision Products Inc., New York, the corporation described in and which executed the above Instrument; that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public

11.	Amelia B. Gallagher, R.D.2, Oswego, N.Y. 13126 -To- Edward Gallagher Sr., my son, 4352 Heritage Drive, Liverpool, N.Y. 1309 and Nora M. Grose my daughter, 75 W. Cayuga St., Oswego, N.Y. 13126 and Jane Gallagher-Watts, R.D. 5, Box 127, Minetto, N.Y. 13126, my daughter See Attached	Power of Attorney Dated: April 19, 1990 Ack.: April 25, 1990 Rec.: July 30, 1991 @ 9:15 AM Book 1159 Page 97&c

LIBER 1159 PAGE 097

T 44—Statutory Short Form of General Power of Attorney: Disability Clause. If not desired cross out [illegible]

JULIUS BLUMBERG, INC., PUBLISHER, NYC 10013

Notice: The powers granted by this document are broad and sweeping. They are defined in New York General Obligations Law, Article 5, Title 15, sections 5-1502A through 5-1503, which expressly permits the use of any other or different form of power of attorney desired by the parties concerned.

Know All Men by These Presents, *which are intended to constitute a GENERAL POWER OF ATTORNEY pursuant to Article 5, Title 15 of the New York General Obligations Law:*

That I Amelia B. Gallagher, of R.D.2, Oswego, N.Y. 13126
(insert name and address of the principal)

do hereby appoint
(insert name and address of the agent, or each agent, if more than one is designated)
Edward Gallagher Sr., my son of 4352 Heritage Drive, Liverpool, N.Y. 1309
and Nora M. Grose my daughter of 73 W. Cayuga St., Oswego, N.Y. 13126
and
Jane Gallagher-Watts of R.D. 5, Box 127, Minetto, N.Y. 13126
my daughter
my attorney(s)-in-fact TO ACT

(a) If more than one agent is designated and the principal wishes each agent alone to be able to exercise the power conferred, insert in this blank the word "severally". Failure to make any insertion or the insertion of the word "jointly" will require the agents to act jointly.

In my name, place and stead in any way which I myself could do, if I were personally present, with respect to the following matters as each of them is defined in Title 15 of Article 5 of the New York General Obligations Law to the extent that I am permitted by law to act through an agent:

[Strike out and initial in the opposite box any one or more of the subdivisions as to which the principal does NOT desire to give the agent authority. Such elimination of any one or more of subdivisions (A) to (L), inclusive, shall automatically constitute an elimination also of subdivision (M).]

To strike out any subdivision the principal must draw a line through the text of that subdivision AND write his initials in the box opposite.

(A) real estate transactions;	[ ]
(B) chattel and goods transactions;	[ ]
(C) bond, share and commodity transactions;	[ ]
(D) banking transactions;	[ ]
(E) business operating transactions;	[ ]
(F) insurance transactions;	[ ]
(G) estate transactions;	[ ]
(H) claims and litigation;	[ ]
(I) personal relationships and affairs;	[ ]
(J) benefits from military service;	[ ]
(K) records, reports and statements;	[ ]
(L) full and unqualified authority to my attorney(s)-in-fact to delegate any or all of the foregoing powers to any person or persons whom my attorney(s)-in-fact shall select;	[ ]
(M) all other matters;	[ ]

008521

[Special provisions and limitations may be included in the statutory short form power of attorney only if they conform to the requirements of section 5-1503 of the New York General Obligations Law.]

LIBER 1159 PAGE 098

RECEIVED
Deed BK. 1159 PG. 97
'91 JUL 30 AM 9 15
CLERK

This power of attorney shall not be affected by the subsequent disability or incompetence of the principal.

To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination hereof shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party, and I for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied on the provisions of this instrument.

In Witness Whereof, *I have hereunto signed my name and affixed my seal this* 19th *day of* April, *19* 90

Amelia B. Gallagher (Seal)

STATE OF NEW YORK *COUNTY OF* OSWEGO *ss.:*

On the ~~19th~~ 26th *day of* April *19* 90 *before me personally came* Amelia B. Gallagher *to me known, and known to me to be the individual described in, and who executed the foregoing instrument, and he acknowledged to me that she executed the same.*

James [illegible]

TO

Power of Attorney
Statutory Short Form

Dated, ... *19*.....

Mrs Edward Gallagher
[illegible]
Watertown

12. **Last Will & Testament**

of

Amelia B. Gallagher
Deceased

Surrogate's Court
Oswego County
File No.: G-91275
Dated: June 20, 1990
Prob.: October 1, 1991
Rec.: October 1, 1991
Book 33 of Wills Page 292

See Attached for Will.

Petition for probate filed on September 30, 1991 shows that the decedent died on August 1, 1991 leaving no husband, her survivinbg and the following persons her only distributees:

Nora M. Grose - daughter
Jane Gallagher Watts - daughter
Edward Gallagher - son
William Gallagher - son
Patricia Hanford - daughter

All of full age and sound mind.

Letters administration with Will annexed issued on October 6, 1994 to Edward Gallagher.

Schedules includes, with other premises, the premises as 19 +/- acres of land improved by machine shop and appurtenances situate on Mitchell and East Seneca Streets, Oswego, N.Y.

Preliminary Letters Testamentary issued on October 1, 1991 to Stephen C. Greene.

Renunication by Marine Midland Bank, N.A., as co-executor, filed December 5, 1991.

LAST WILL AND TESTAMENT
AMELIA B. GALLAGHER

I, AMELIA B. GALLAGHER, of Post Office Address R.F.D. 2, Oswego, New York, 13126, being of sound memory, mind and testamentary disposition, do make publish and declare this to be my Last Will and Testament, hereby revoking all prior Wills and Codicils made by me, that is to say:

FIRST: I direct payment of my debts, funeral and testamentary expenses.

SECOND: I bequeath my daughter Nora M. Grose the sum of Five Hundred Thousand Dollars ($500,000.00).

THIRD: I bequeath my daughter Jane Gallagher Watts the sum of Five Hundred Thousand Dollars ($500,000.00).

FOURTH: I bequeath my son Edward Gallagher the sum of Five Hundred Thousand Dollars ($500,000.00).

FIFTH: The general legacies set forth above in "SECOND", "THIRD", and "FOURTH" of this Will shall be a charge upon any property, real, personal, or tangible or intangible, regardless of its' nature, passing under the residuary clause, which is "NINTH" of my Will.

SIXTH: I hereby make the following bequests:

(A) To my son William Gallagher the Diesel Ford Tractor and any tools or attachments used with it which I now own, the clock with the glass dome, the guns and the gun cabinet, and my riding lawn mower, and any tools in my household at the time of death.

(B) To my daughter Patricia Hanford my watch, my jade pin, my cameo, and my wedding band with five chip diamonds.

(C) To my daughter Jane Gallagher Watts my aquamarine ring.

(D) To my daughter Nora M. Grose my diamond ring.

(E) Except for cash or bankbooks or corporate stock, or items hereinbefore mentioned, I give my household contents including but not limited to the furniture, bedding, linen, dishwasher, cooking utensils, rugs, flatware, glassware, family pictures, clothing, pictures, knickknacks which I own at the time of my death to my three daughters, Jane Gallagher Watts, Patricia Hanford, and Nora M. Grose, share and share alike.

B.B. X2090

SEVENTH: I direct that all administrative expenses, estate, inheritance, succession, and transfer taxes and other death duties, including any interest and penalties thereon, imposed or payable by reason of my death, upon or in respect of any property passing under my Will, and upon and in respect of any property which may pass at my death by right of survivorship, and upon the proceeds of my life insurance payable at my death, shall be paid as an administration expense from the rest, residue, and remainder of my estate falling into or disposed of in paragraph "NINTH" of my Will.

EIGHTH: If any person named as a beneficiary herein shall file, or cause to be filed, objections to, or in any other manner contest this Will or any Codicil hereto, in part or in whole, or attempt to prevent the probate thereof, or directly or indirectly, institute or prosecute any action or proceeding to invalidate or set aside this Will or any of its provisions, then I direct that such person shall receive nothing under this Will and all provisions for or in favor of such person or persons shall be revoked.

NINTH: All the rest, residue and remainder of my estate, both real and personal, tangible and intangible, is given, bequeathed, and devised to my son William Gallagher and my daughter Patricia Hanford, share and share alike.

TENTH: I hereby nominate and appoint Marine Midland Bank N.A., 100 East First Street, Oswego, New York, 13126, and Stephen C. Greene, Esq., Attorney at Law, 87 West Bridge Street, Oswego, New York, 13126, Executors of this my Will. In order to carry out the provisions of this my Will, my Executors are empowered to sell at public or private sale, all property, real or personal, tangible or intangible, of every kind and nature, passing under paragraph "NINTH", the residuary clause of this my Will, and furthermore, they are not limited to using rents, profits, or income, but they may use and apply such rents, profits, or income, if any, from property passing under paragraph "NINTH", the residuary clause of this my Will to satisfy the general legacies in paragraphs, "SECOND", "THIRD" and "FOURTH of my Will. The said general legacies are to be paid as soon as possible, without unnecessary delays. Nothing in this paragraph is intended as a direction to continue any business forming a part of my estate, or on the other hand, to prevent my Executors from applying to the Surrogate Court for permission to continue such a business for a limited time in order to carry out the provisions of this Will.

WBG 6.20.90

IN WITNESS WHEREOF, I sign, seal, publish, and declare this Instrument as my LAST WILL and TESTAMENT on this 20 Day of June 1990.

Amelia B. Gallagher L.S.
AMELIA B. GALLAGHER

The foregoing instrument consisting of this and preceding one page was signed, published and declared by AMELIA B. GALLAGHER, the Testatrix, to be her Last Will and Testament, in our presence; and the Testatrix, upon declaring this document to be her Last Will and Testament, requested each of us to sign the same as attesting witnesses; and we thereupon have signed our names hereto as such witnesses, in the presence of the Testatrix, and each in the presence of each other on this 20 day of June, 1990.

James McCarthy residing at Oswego, N.Y. 13126

Sandra L Woolson residing at Oswego, NY 13126

13.	Stephen C. Greene, as Preliminary executor of the last will and testament of Amelia B. Gallagher, late of Scriba, New York, who died on the 1st day of August, nineteen hundred and ninety-one -to- Industrial Precision Products, Inc.	**Executor's Deed** **Dated:** July 28, 1994 **Ack.:** July 28, 1994 **Cons.:** $489,696.75 **Transfer Tax:** $1,960.00 **Rec.:** July 28, 1994 @ 2:56 PM **Book** 1256 **Page** 158&c

Conveys: See Attached

T 278—Standard N.Y.B.T.U. Form 2466A—Executor's Deed, Individual or Corporation (Single sheet) LIBER 1256 PAGE 158 JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 28th day of July , nineteen hundred and ninety-four

BETWEEN

STEPHEN C. GREENE, of 85 West Bridge Street, Oswego, New York

as Preliminary executor of the last will and testament of AMELIA B. GALLAGHER, late of Scriba, New York who died on the 1st day of August , nineteen hundred and ninety-one party of the first part, and

INDUSTRIAL PRECISION PRODUCTS, INC., of 350 Mitchell Street, Oswego, New York,

party of the second part,

WITNESSETH, that the party of the first part, to whom Preliminary letters testamentary were issued by the Surrogate's Court, Oswego County, New York on October 1, 1991 and by virtue of the power and authority given in and by said last will and testament, and/or by Article 11 of the Estates, Powers and Trusts Law, and in consideration of the sum of Four Hundred and Eighty-Nine Thousand Six Hundred and Ninety-Six and 75/100-- dollars ($489,696.75)---------- ~~dollars~~ ---------- paid by the party of the second part, does hereby grant and release unto the party of the second part, the distributees or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in ~~the~~

SEE SCHEDULE A

RECEIVED
$ 1960.00
REAL ESTATE
JUL 28 1994
TRANSFER TAX
OSWEGO
COUNTY

4.11i

006822

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances, and also all the estate which the said decedent had at the time of decedent's death in said premises, and also the estate therein, which the party of the first part has or has power to convey or dispose of, whether individually, or by virtue of said will or otherwise; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the distributees or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.
Subject to the trust fund provisions of section thirteen of the Lien Law.
The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

ESTATE OF AMELIA B. GALLAGHER

By _____ L.S.
PRELIMINARY EXECUTOR

196.00
14

Return to: Scriba Law Firm
90 Fitzhugh Park
Syracuse, NY 13202

City of Oswego

STATE OF NEW YORK, COUNTY OF OSWEGO ss:

On the 28th day of July, 1994, before me personally came

STEPHEN C. GREENE, as Preliminary Executor

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

[signature]

~~XXXXXXXXXXXXX~~
COMMISSIONER OF DEEDS
Exp. 1/11/96

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19, before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

LIBER 1256 PAGE 159

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19, before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides at No. ;

that he is the of , the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed h name thereto by like order.

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19, before me personally came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. ;

that he knows to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed h name as witness thereto

Executor's Deed

TITLE NO.

SECTION
BLOCK
LOT
COUNTY OR TOWN
STREET ADDRESS

TO

RETURN BY MAIL TO:

Zip No.

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Oswego, County of Oswego and State of New York, being a part of Lots 36 and 37 of the Eighteenth Township, Scriba's Patent, bounded and described as follows: Beginning at a point in the center line of Mitchell Street (formerly known as Baldwin Road), said point being 1352.1 feet easterly from the intersection of said center line of Mitchell Street with the center line of St. Paul Street, said distance being measured from St. Paul Street as follows: North 79 degrees, 21 minutes East, 699.3 feet to a point, and North 88 degrees 23 minutes, 40 seconds East, 652.8 feet to the said point of origin; running thence North 88 degrees, 23 minutes, 40 seconds East along the center line of Mitchell Street 222.23 feet; thence South 27 degrees, 27 minutes, 20 seconds East 494.0 feet to an iron pipe; thence South 62 degrees, 32 minutes, 40 seconds West 200 feet; thence North 27 degrees, 27 minutes, 20 seconds West 590.9 feet to the place of beginning.

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Oswego and State of New York, being part of Lot 37 of the 18th Township of Scriba's Patent, bounded and described as follows: Beginning at the southwesterly corner of the property conveyed by Operation Oswego, Inc., the party of the first part herein, to Stephen L. Gallagher, the party of the second part herein, by Deed dated February 20, 1963 and recorded in Oswego County Clerk's Office Book 662 at page 757; thence South 62 deg. 32' 40 seconds West a distance of 200 feet; thence North 27 deg. 27' 20 seconds West to the center line of Mitchell Street; running thence Easterly along the centerline of Mitchell Street to a point in the northwesterly corner of the property conveyed by Operation Oswego, Inc., the party of the first part herein, to Stephen L. Gallagher, the party of the second part herein, by deed dated February 20, 1963 and recorded in the Oswego County Clerk's Office Book of Deeds 662 at page 757; thence South 27 deg. 27' 20 seconds East to the place of beginning, together with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Oswego, County of Oswego and State of New York, being a part of Lots 36 and 37, of the Eighteenth Township of Scriba's Patent, bounded and described as follows: BEGINNING at the southwesterly corner of the property conveyed by Operation Oswego County, Inc., to Stephen L. Gallagher by deed dated the 2nd day of December, 1964, which deed is shown at Book 677 at page 661; thence North 62 deg. 32' 40" East 400 feet to a point; thence South 27 deg. 27' 20" East 100 feet to a point; thence South 62 deg. 32' 40" West 550 feet to an iron bar; thence North 27 deg. 27' 20" West, 573.25 feet to a point in the center line of Mitchell Street; formerly known as the Baldwin Road; thence North 88 deg. 23' 40" East along the center line of Mitchell Street 166.67 feet to the northwest corner of said premises described in said deed shown at Book 677 at page 661; thence South 27 deg. 27' 20" East 687.80 feet to the place of beginning. Being a portion of premises delineated on a map entitled "Survey of Part of Lot 37, Eighteenth Township, Scriba's Patent" dated August 21, 1970, prepared by Donald S. Severance, L.S. #35613, which has been heretofore filed in the Oswego County Clerk's Office.

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Oswego County of Oswego and State of New York, First Parcel: All that tract or parcel of land, situate in the City of Oswego, County of Oswego and State of New York, and

LIBER 1256 PAGE 161

OSWEGO COUNTY CLERK'S OFFICE
RECEIVED
Rud BK 1256 PG 158
'94 MAR 28 PM 2 56
CLERK

described as Oswego City East, Township Eighteen (18) Lot Thirty Six (36) Subdivision two (2); Being for title as derived from City Tax Sales of 1900, 1905, 1915, 1916, and 1918 and from County Tax Sales of 1908, 1912, 1917, and 1913.

ALL THAT TRACT OR PARCEL OF LAND, situate in the Second Ward of the City of Oswego, County of Oswego and State of New York, and being a part of Lot Number thirty-six (36) in the Eighteenth Township of Scriba's Patent, and bounded and described as follows: Beginning in the centerline of Seneca Street at a point twenty rods and 6/100 of a rod from the southwest corner of said Lot No. 36; thence easterly along the center of Seneca Street aforesaid eleven and 34/100 rods; thence northerly forty-nine and 44/100 rods; to the center of the Baldwin Road thence westerly along the center of said Baldwin Road to a point fifty four and 34/100 rods from the place of beginning; thence southerly along the west line of the parcel hereby conveyed fifty-four and 34/100 rods to the place of beginning.

The premises being conveyed are more particularly described as follows:

ALL THAT TRACT OR PARCEL OF LAND, being part of Lots 36 and 37 in the 18th Township of Scriba's Patent, Second Ward, City of Oswego, Oswego County, New York, more particularly described as follows:

Beginning at a point in the centerline of Mitchell Street (F/Baldwin Road) being the northeast corner of Niagara Mohawk Power Corporation (reputed owners); which point is easterly, 963.20 feet along the centerline of Mitchell Street from the intersection of the centerline of St. Paul Street (East 14TH Street) and running;

1) Thence, N 88° - 23' - 40" E, 991.23 feet along the centerline of Mitchell Street to a point being the northwest corner of now or formerly owned by Peter F. Wiltsie as recorded in the Oswego County Clerks Office in Book 1165 of deeds at page 245;

2) Thence, S 26° - 43' - 07" E, 816.83 feet along the west line of said Wiltsie to a point in the centerline of East Seneca Street;

3) Thence, S 63° - 21' - 50" W, 331.58 feet along the centerline of East Seneca Street to a point being the southeast corner of Frank Rizzo as recorded in Book 968 of deeds at page 249.

4) Thence, N 27° - 27' - 20" W, 383.75 feet along the east line of said Rizzo to a point being the northeast corner of said Rizzo;

5) Thence, S 62° - 32' - 40" W, 550.0 feet along the north line of said Rizzo, U.A. Local 73 Building Corp. as recorded in Book 1182 of deeds at page 28, and a north line of City of Oswego as recorded in book 848 of Deeds at Page 52 to a point;

6) Thence, N 27° - 27' - 20" W, 860.47 feet along the east line of said City of Oswego and aforementioned Niagara Mohawk to the point and place of beginning containing 16.130 acres of land.

Subject to easements and restrictions of record.

It being intended to describe a parcel of land on on Mitchell Street and East Seneca Street in the City of Oswego being owned by Stephen L. and Amelia B. Gallagher.

2

25.00
6.00
5.00
1.50

14. **Re:**
Industrial Precision Products, Inc.

Certificate of Incorporation
File #: 2287
Dated: February 11, 1963
Filed in Department of State:
February 13, 1963
Filed in the Oswego County Clerk's Office
March 15, 1963 @ 10:40 AM

See Attached

Oswego K

CERTIFICATE OF

INCORPORATION

OF

INDUSTRIAL PRECISION

PRODUCTS, INC.

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED FEB 13 1963
TAX $ 10
FILING FEE $ 50

Caroline K. Simon
Secretary of State
By B Horan

RECEIVED
1963 MAR 15 AM 10 40
OSWEGO COUNTY
CLERK'S OFFICE

JAMES G. GROSE
ATTORNEY AT LAW
OSWEGO, N. Y.

366365

8

CERTIFICATE OF INCORPORATION

OF

INDUSTRIAL PRECISION PRODUCTS, INC.

****

We, the undersigned, for the purpose of forming a corporation pursuant to Article 2 of the Stock Corporation Law of the State of New York, certify:

1. The name of the corporation shall be INDUSTRIAL PRECISION PRODUCTS, INC.

2. The purposes for which it is to be formed are:

366365

(1) To engage in the business of a machine shop, a tool and die making shop, a foundry; to engage in the business of manufacturing, fabricating and assembling all kinds of goods and merchandise, including, but not limited to, automobiles, automobile parts, machine tools, forgings, castings, pressings, assemblies, wire products and other components. To do every act or thing commonly done in the aforesaid businesses; to buy and sell all kinds of goods and materials, including, but not limited to, iron, steel and refractories in all forms.

(2) To carry on in all branches of businesses usually carried on by manufacturers, machine shops, tool and die makers, foundries and fabricators. To make and perform contracts for the alteration and repair of all kinds of machinery and finished products To make and perform contracts for renovating, cleaning repainting, repairing and manufacturing equipment, machinery, laundry machinery and all kinds of finished goods and products, and to act as a general agent for businesses of the nature similar to those set forth in paragraphs marked "(1)" and "(2)" herein.

(3) To enter into subcontracts with other contractors or any other person or persons, including public corporations, governmental agencies, private corporations, and other business associations, or any other corporation or association consistent with the existing laws or laws that may be enacted hereafter, for doing any of the things hereinbefore or hereinafter enumerated or things of the same or similar character as are deemed advantageous, incidental or accessory to the business of this corporation.

(4) To buy and sell at wholesale and retail any and all kinds of goods, wares and merchandise of every nature and description and consistent with existing laws or laws that may be enacted hereafter.

(5) The corporation may make and perform contracts for doing any of the things hereinbefore enumerated, and may carry on any business or operation of the same or similar character as the foregoing deemed advantageous, incidental or accessory to any thereof.

(6) To take, buy, exchange, lease or otherwise acquire real estate and any interest or right therein and to hold, own, operate, control, maintain, manage and develop the same, and to construc maintain, alter, manage and control, directly or through ownership in stock in any other corporation, any and all kinds of buildings, stores, offices, warehouses, mills, shops and any and all other structures and erections which may be at any time necessary, useful or advantageous for the purposes of this corporation; to sell, assign and transfer, conve lease or otherwise alienate or dispose of and to mortgage or otherwise encumber the lands, buildings and real and personal property of the corporation wheresoever situated, and any and all legal and equitable interests therein. The corporation shall have the power to take, purchase or otherwise acquire, and to own, hold, sell, convey, exchange, hire, lease, pledge, mortgage and otherwise deal in and dispose of such personal property, chattels, chattels real, rights, easements, privileges, choses in action, notes bonds, mortgages and securities as may lawfully be acquired, held or disposed of by it under the Laws of the State of New York.

(7) To acquire and take over as a going concern, and thereafter to carry on the business of any persons, firm or corporation engaged in any business which this corporation is authorized to carry on, and in connection therewith to acquire the good will and all or any of the assets, and to assume or otherwise provide for all or any of the liabilities of any such business.

(8) To conduct and carry on its business or any branch thereof in any state or territory of the United States, or in any foreign country in conformity with the laws of said state, territory, or foreign country, and to have and maintain in any said state, territory or foreign country a business office, plant or store.

(9) The corporation shall have the power to borrow money and contract debts when necessar for the transaction of its business or for the exercis of its corporate rights, privileges or franchises, or for any other lawful purpose of its incorporation, or for any purpose to the advantage of the corporation, or which may tend to promote its interests.

(10) To purchase, acquire, hold and dispose of the stocks, bonds and other evidence of indebtedness of any corporation, domestic or foreign, and to issue in exchange therefor its stocks, bonds or other obligations, and to exercise in respect thereof all the rights, powers and privileges of the

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Oswego, County of Oswego and State of New York, being a part of Lots 36 and 37 of the Eighteenth Township, Scriba'a Patent, bounded and described as follows: Beginning at a point in the center line of Mitchell Street (formerly known as Baldwin Road), said point being 1352.1 feet easterly from the intersection of said center line of Mitchell Street with the center line of St. Paul Street, said distance being measured from St. Paul Street as follows: North 79 degrees, 21 minutes East, 699.3 feet to a point, and North 88 degrees 23 minutes, 40 seconds East, 652.8 feet to the said point of origin; running thence North 88 degrees, 23 minutes, 40 seconds East along the center line of Mitchell Street 222.23 feet, thence South 27 degrees, 27 minutes, 20 seconds East 494.0 feet to an iron pipe; thence South 62 degrees, 32 minutes, 40 seconds West 200 feet; thence North 27 degrees, 27 minutes, 20 seconds West, 590.9 feet to the place of beginning.

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East along the center line of Mitchell Street 166.67 feet to the northwest corner of said premises described in said deed shown at Book 677 at page 661; thence South 27 deg. 27' 20" East 687.80 feet to the place of beginning. Being a portion of premises delineated on a map entitled "Survey of Part of Lot 37, Eighteenth Township, Scriba's Patent", dated August 21, 1970, prepared by Donald S. Severance, L.S. #35613, which has been heretofore filed in the Oswego County Clerk's Office.

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Oswego, County of Oswego and State of New York, First Parcel: All that tract or parcel of land, situate in the City of Oswego, County of Oswego and State of New York, and described as Oswego City East, Township Eighteen (18) Lot Thirty Six (36) Subdivision two (2); Being for title as derived from City Tax Sales of 1900, 1905, 1915, 1916, and 1918 and from County Tax Sales of 1908, 1911, 1912, and 1913.

ALL THAT TRACT OR PARCEL OF LAND, situate in the Second Ward of the City of Oswego, County of Oswego and State of New York, and being a part of Lot Number thirty-six (36) of the Eighteenth Township of Scriba's Patent, and bounded and described as follows: Beginning in the centerline of Seneca Street at a point twenty rods and 6/100 of a rod from the southwest corner of said Lot No. 36; thence easterly along the center of Seneca Street aforesaid eleven and 34/100 rods; thence northerly forty-nine and 44/100 rods; to the center of the Baldwin Road thence westerly along the center of said Baldwin Road to a point fifty four and 34/100 rods from the place of beginning; thence southerly along the west line of the parcel hereby conveyed fifty-four and 34/100 rods to the place of beginning.

The above properties are shown on a survey made by Russell L. Getman, Licensed Land Surveyor No. 49298, dated February 1, 1994, revised June 21, 1994, intended to be recorded of even date herewith, and more particularly described as follows: **ALL THAT TRACT OR PARCEL OF LAND,** situate in the City of Oswego, County of Oswego and State of New York, being part of Lots 36 and 37 in the 18th Township of Scriba's Patent, Second Ward, and more particularly bounded and described as follows: **BEGINNING** at a point in the centerline of Mitchell Street (F/Baldwin Road) being the northeast corner of Niagara Mohawk Power Corporation (reputed owners); which point is easterly, 963.20 feet along the centerline of Mitchell Street from the intersection of the centerline of St. Paul Street (East 14th Street), and running;

1) Thence, N 88° 23' 40" East, 991.23 feet along the centerline of Mitchell Street to a point being the northwest corner of now or formerly owned by Peter F. Wiltsie as recorded in the Oswego County Clerk's Office in Book 1165 of deeds at page 245;

2) Thence, South 26° 43' 07" East 816.83 feet along the west line of said Wiltsie to a point in the centerline of East Seneca Street;

3) Thence, South 63° 21' 50" West 331.58 feet along the centerline of East Seneca Street to a point being the southeast corner of Frank Rizzo as recorded in Book 968 of deeds at page 249.

4) Thence, N 27° 27' 20" West 383.75 feet along the east line of said Rizzo to a point being the northeast corner of said Rizzo;

5) Thence, South 62° 32' 40" West 550.0 feet along the north line of said Rizzo, U.A. Local 73 Building Corp. as recorded in Book 1182 of deeds at page 20, and a north line of City of Oswego as recorded in book 848 of Deeds at Page 52 to a point;

6) Thence, North 27° 27' 20" West 860.47 feet along the east line of said City of Oswego and aforementioned Niagara Mohawk to the point and place of beginning containing 16.130 acres of land.

Subject to easements and restrictions of record.

It being intended to describe a parcel of land on Mitchell Street and East Seneca Street in the City of Oswego formerly owned by Stephen L. and Amelia B. Gallagher.

23.	Industrial Precision Products, Inc., is a _____ which was formed and exists under the law of the State of New York, 350 Mitchell Street, Oswego, New York 13126 -to- The County of Oswego Industrial Development Agency, an industrial deveopment agency and public benefit corporation of the State of New York 44 West Bridge Street, Oswego, New York 13126	Mortgage For: $150,000.00 Dated: November 26, 1997 Ack.: November 26, 1997 Rec.: November 26, 1997 @ 3:08 PM Book 1939 Page 253&c

Covers: See Attached

USE BLACK INK

OSWEGO COUNTY CLERK'S OFFICE

GEORGE J. WILLIAMS - COUNTY CLERK

LIBER 1939 PAGE 253

OSWEGO CO. CLERKS OFFICE
RECORDED
1939. 253- 267
Nov 26 3 08 PH '97

CLERK

* RESERVED
TIME STAMP ONLY

SUBMITTED BY: T. Corl Sue (Seiter)

TYPE OF DOCUMENT: Mortgage and Security Agreement

29. PARTIES TO TRANSACTION

INDUSTRIAL PRECISION PRODUCTS, INC.

TO

COUNTY OF OSWEGO INDUSTRIAL DEVELOPMENT AGENCY

RECORD & RETURN TO
(Name, Address & Zip Code)

NORMAN W. SEITER, JR.
Attorney At Law
3306 Main Street, Suite A
Mexico, NY 13114

*RECEIPT # 226324

PLEASE TYPE OR LEGIBLY PRINT INFORMATION

* PLEASE NOTE - ALL ASTERISKED ITEMS ARE FOR CLERK'S OFFICE ONLY
COMPLETE ONLY INFORMATION ON THIS FORM WHICH PERTAINS TO DOCUMENT ATTACHED TO

RECORDING FEES

RECORDING FEE CHARGE		$ 5.00
# OF PAGES 15	x 3.00 =	$ 45.00
# OF EXTRA NAMES _____	x .50 =	$ _____
# OF REFERENCES _____	x .50 =	$ _____
# OF CROSS REFERENCES _____	x .50 =	$ _____
# OF EXTRA ASST _____	x 3.50 =	$ _____
TOTAL		$ 50.00

* COVER SHEET IS RECORDED AS PART OF THE DOCUMENT & WILL BE COUNTED AS A PAGE

MISCELLANEOUS FEES

X	LOC GOVT	$ 5.00
_____	TP 584	$ 5.00
_____	TP 584.1	$ 5.00
_____	RP 5217	$ 25.00
_____	255 AFFID	$ 5.00

*AFFID # _____

TOTAL $ 5.00

DEED TRANSFER TAX

REVENUE STAMPS $ _____

~~TOWN~~/CITY/~~VILLAGE~~ Oswego
(COMPLETE FOR MTGE ALSO)

*TRANSFER TAX _____

*INSTRUMENT # 009582

*RECEIVED

$ _____
REAL ESTATE TRANSFER TAX
OSWEGO COUNTY

TAX MAP NUMBER

_____

GRAND TOTAL FOR THIS DOCUMENT ..... $ 1,555.00

PAID

OSWEGO CO. CLERK'S OFFICE
GEORGE J. WILLIAMS

MORTGAGE TAX

*MORTGAGE SERIAL # C02776

MORTGAGE AMT. $ 150,000.00

TOTAL MTGE. TAX $ 1,500.00

MTGE. TYPES:

- ✓ COMMERCIAL
- _____ 1-2 FAMILY
- _____ CREDIT UNION/INDIVIDUAL
- _____ EXEMPT

*CLERK'S INITIALS GJW

* Taxes imposed on this instrument at time of recording were		
	BASE	750.00
	SPECIAL	375.00
	CNY	375.00
George J. Williams, Oswego County Clerk	TOTAL	1500.00

This sheet constitutes the clerk endorsement required by section 316-A (5) for the Real Property law of the State of New York. DO NOT DETACH.

12/91 Commercial Mortgage and Security Agreement

MORTGAGE AND SECURITY AGREEMENT

CERTAIN DEFINITIONS

A) "Mortgage" - means this agreement which is dated November 26, 19 97.

B) "Borrower" - means INDUSTRIAL PRECISION PRODUCTS, INC.

Borrower, if not a natural person, is a _____ which was formed and exists under the law of the State of New York. Borrower's address is 350 Mitchell Street, Oswego, New York 13126.

C) "Lender" - means THE COUNTY OF OSWEGO INDUSTRIAL DEVELOPMENT AGENCY; an industrial development agency and public benefit corporation of the State of New York; with main offices at 44 West Bridge Street, Oswego, New York 13126.

D) "Note" - means the note, bond or other obligation executed by Borrower in which Borrower agrees to pay ONE HUNDRED FIFTY THOUSAND---------- DOLLARS (U.S. $ 150,000.00) in accordance with the repayment terms set forth.

E) "Mortgage Amount" - means sum set forth in the definition of Note above.

F) "Principal" - means the unpaid Mortgage Amount and any other unpaid amounts which may be advanced and added to Principal pursuant to Loan Documents..

G) "Interest" - means unless otherwise provided, the rate of rates owed from time to time as set forth in Loan Documents for the repayment of Principal, or the amount of interest accrued on the Principal.

H) "Debt" - means Principal plus Interest.

I) "Property" - means the property or any part thereof or any interest therein that is described in the section below titled "Description of Property".

J) "Premises" - means the property or any part thereof or interest therein set forth in the section below titled "Description of Property 1. Premises: (a), (b), (c)".

K) "Loan Documents" - means all the documents evidencing or securing the Debt executed in connection with this loan.

L) "Environmental Laws" - Any law, rule or regulation of any government or governmental body or agency, governing the use, generation, transportation, treatment, storage, handling or disposal of any material or substance which could pose a hazard to health and safety to the occupants of the Premises and/or others.

M) "Hazardous Material" - Means asbestos, urea formaldehyde foam insulation, polcychroniated biphenlys, flammable substances, explosives, radio-active materials, hazardous wastes, toxic substances, pollutants or any other material or substance to the extent such item is prohibited, limited or regulated by Environmental Laws.

33. This Mortgage cannot be modified except by an agreement in writing executed by the party against whom enforcement of the modification is sought.

By executing below, Borrower agrees to, warrants and represents the above.

INDUSTRIAL PRECISION PRODUCTS, INC.

_____

By: _____
William J. Gallagher
President

_____

By: _____

_____

STATE OF NEW YORK)
COUNTY OF ONONDAGA)

On _____, 19____, before me personally came _____ to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF ONONDAGA)

On _____, 19____, before me personally came _____ to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

_____
Notary Public

STATE OF NEW YORK)
COUNTY OF ONONDAGA)

On the _____ day of _____, 19___ before me personally appeared _____ to me personally known who being by me duly sworn, did depose and say that he resides at _____ and is _____ of the New York Partnership described in and executed the above Instrument; and he duly acknowledged to me that he executed the foregoing instrument for and in behalf of said partnership by authority of and on behalf of all the partners thereof.

_____
Notary Public

STATE OF NEW YORK) (Corporate with no Seal or without Seal affixed)
COUNTY OF OSWEGO)

On November 26, 1997, before me personally came William J. Gallagher to me personally known, who, being by me duly sworn, did depose and say that he resides in Oswego County, New York, that he is the President of Industrial Precision Products, Inc. the corporation described in and which executed the above Instrument; that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public

STATE OF NEW YORK) (Corporate with no Seal or without Seal affixed)
COUNTY OF ONONDAGA.)

On _____, 19___, before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he resides in _____, that he is the _____ of _____ the corporation described in and which executed the above Instrument; that he signed h name thereto by order of the Board of Directors of said corporation.

Notary Public

STATE OF NEW YORK) (Corporate with Seal)
COUNTY OF ONONDAGA)

On this _____ day of _____, 19___ before me personally came _____ personally known, who, being by me duly sworn, did depose and say that he resides in _____ that he is the ___ of _____ the corporation described in, and which executed the above Instrument; that he knows the seal of said corporation; that the seal affixed by order of the Board of Directors of said corporation; and that he signed h name thereto by like order.

Notary Public

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Oswego, County of Oswego and State of New York, being a part of Lots 36 and 37 of the Eighteenth Township, Scriba'a Patent, bounded and described as follows: Beginning at a point in the center line of Mitchell Street (formerly known as Baldwin Road), said point being 1352.1 feet easterly from the intersection of said center line of Mitchell Street with the center line of St. Paul Street, said distance being measured from St. Paul Street as follows: North 79 degrees, 21 minutes East, 699.3 feet to a point, and North 88 degrees 23 minutes, 40 seconds East, 652.8 feet to the said point of origin; running thence North 88 degrees, 23 minutes, 40 seconds East along the center line of Mitchell Street 222.23 feet, thence South 27 degrees, 27 minutes, 20 seconds East 494.0 feet to an iron pipe; thence South 62 degrees, 32 minutes, 40 seconds West 200 feet; thence North 27 degrees, 27 minutes, 20 seconds West, 590.9 feet to the place of beginning.

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Oswego and State of New York, being part of Lot 37 of the 18th Township of Scriba's Patent, bounded and described as follows: Beginning at the southwesterly corner of the property conveyed by Operation Oswego, Inc., the party of the first part herein, to Stephen L. Gallagher, the party of the second part herein, by Deed dated February 20, 1963 and recorded in Oswego County Clerk's Office Book 662 at page 757; thence South 62 deg. 32' 40 seconds West a distance of 200 feet; thence North 27 deg. 27' 20 seconds West to the center line of Mitchell Street; running thence Easterly along the centerline of Mitchell Street to a point in the northwesterly corner of the property conveyed by Operation Oswego, Inc., the party of the first part herein, to Stephen L. Gallagher, the party of the second part herein, by deed dated February 20, 1963 and recorded in the Oswego County Clerk's Office Book of Deeds 662 at page 757; thence South 27 deg. 27' 20 seconds East to the place of beginning, together with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Oswego, County of Oswego and State of New York, being a part of Lots 36 and 37, of the Eighteenth Township of Scriba's Patent, bounded and described as follows: **BEGINNING** at the southwesterly corner of the property conveyed by Operation Oswego County, Inc., to Stephen L. Gallagher by deed dated the 2nd day of December, 1964, which deed is shown in Book 677 at page 661; thence North 62 deg. 32' 40" East 400 feet to a point; thence South 27 deg. 27' 20" East 100 feet to a point; thence South 62 deg. 32' 40" West 550 feet to an iron bar; thence North 27 deg. 27' 20" West, 573.25 feet to a point in the center line of Mitchell Street; formerly known as the Baldwin Road; thence North 88 deg. 23' 40"

East along the center line of Mitchell Street 166.67 feet to the northwest corner of said premises described in said deed shown at Book 677 at page 661; thence South 27 deg. 27' 20" East 687.80 feet to the place of beginning. Being a portion of premises delineated on a map entitled "Survey of Part of Lot 37, Eighteenth Township, Scriba's Patent", dated August 21, 1970, prepared by Donald S. Severance, L.S. #35613, which has been heretofore filed in the Oswego County Clerk's Office.

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Oswego, County of Oswego and State of New York, First Parcel: All that tract or parcel of land, situate in the City of Oswego, County of Oswego and State of New York, and described as Oswego City East, Township Eighteen (18) Lot Thirty Six (36) Subdivision two (2); Being for title as derived from City Tax Sales of 1900, 1905, 1915, 1916, and 1918 and from County Tax Sales of 1908, 1911, 1912, and 1913.

ALL THAT TRACT OR PARCEL OF LAND, situate in the Second Ward of the City of Oswego, County of Oswego and State of New York, and being a part of Lot Number thirty-six (36) of the Eighteenth Township of Scriba's Patent, and bounded and described as follows: Beginning in the centerline of Seneca Street at a point twenty rods and 6/100 of a rod from the southwest corner of said Lot No. 36; thence easterly along the center of Seneca Street aforesaid eleven and 34/100 rods; thence northerly forty-nine and 44/100 rods; to the center of the Baldwin Road thence westerly along the center of said Baldwin Road to a point fifty four and 34/100 rods from the place of beginning; thence southerly along the west line of the parcel hereby conveyed fifty-four and 34/100 rods to the place of beginning.

The above properties are shown on a survey made by Russell L. Getman, Licensed Land Surveyor No. 49298, dated February 1, 1994, revised June 21, 1994, intended to be recorded of even date herewith, and more particularly described as follows: **ALL THAT TRACT OR PARCEL OF LAND,** situate in the City of Oswego, County of Oswego and State of New York, being part of Lots 36 and 37 in the 18th Township of Scriba's Patent, Second Ward, and more particularly bounded and described as follows: **BEGINNING** at a point in the centerline of Mitchell Street (F/Baldwin Road) being the northeast corner of Niagara Mohawk Power Corporation (reputed owners); which point is easterly, 963.20 feet along the centerline of Mitchell Street from the intersection of the centerline of St. Paul Street (East 14th Street), and running;

1) Thence, N 88° 23' 40" East, 991.23 feet along the centerline of Mitchell Street to a point being the northwest corner of now or formerly owned by Peter F. Wiltsie as recorded in the Oswego County Clerk's Office in Book 1165 of deeds at page 245;

2) Thence, South 26° 43' 07" East 816.83 feet along the west line of said Wiltsie to a point in the centerline of East Seneca Street;

3) Thence, South 63° 21' 50" West 331.58 feet along the centerline of East Seneca Street to a point being the southeast corner of Frank Rizzo as recorded in Book 968 of deeds at page 249.

4) Thence, N 27° 27' 20" West 383.75 feet along the east line of said Rizzo to a point being the northeast corner of said Rizzo;

5) Thence, South 62° 32' 40" West 550.0 feet along the north line of said Rizzo, U.A. Local 73 Building Corp. as recorded in Book 1182 of deeds at page 20, and a north line of City of Oswego as recorded in book 848 of Deeds at Page 52 to a point;

6) Thence, North 27° 27' 20" West 860.47 feet along the east line of said City of Oswego and aforementioned Niagara Mohawk to the point and place of beginning containing 16.130 acres of land.

Subject to easements and restrictions of record.

It being intended to describe a parcel of land on Mitchell Street and East Seneca Street in the City of Oswego formerly owned by Stephen L. and Amelia B. Gallagher.

24. Industrial Precision Products, Inc., 350 Mitchell Street, Oswego, N.Y. 13126
-to-
County of Oswego Industrial Development Agency, 44 West Bridge Street, Oswego, N.Y. 13126

Financing Statement
File No.: 97-003548
Filed: November 26, 1997

Covers: all of Debtor's machinery, equipment (excluding titled motor vehicles), fixtures and furniture now owned and hereafter acquired.

Property: 350 Mitchell Street, Oswego

Record Owner: Industrial Precision Products, Inc.

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25. Industrial Precision Products, Inc.
-to-
County of Oswego Industrial Development Agency, 44 West Bridge Street, Oswego, N.Y. 13126

Continuation of Financing Statement #97-003548
File No.: U-2002-00052
Filed: February 25, 2002

Covers: All of Debtor's machinery, equipment (excluding titled motor vehicles), fixtures and furniture now owned and hereafter acquired.

Property: 350 Mitchell Street, Oswego

Record Owner: Industrial Precision Products, Inc.

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26. Industrial Precision Products, Inc.
-to-
Key Bank National Assoc., Watertown, N.Y.

Financing Statement
File No.: 98-000050
Filed: January 5, 1998

Covers: See attachment for collateral

Property: See attachment - 350 Mitchell Street, Oswego

Record Owner: Industrial Precision Products, Inc.

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27. Industrial Precision Products, Inc.
-to-
Key Bank National Assoc., Watertown, N.Y.

Continuation of Financing Statement #98-000050
File No.: U-2002-00198
Filed: August 20, 2002

Covers: See attachment for collateral.

SEARCH NO. 5403-00689

Property: See attachment - 350 Mitchell St., Oswego

Record Owner: Industrial Precision Products, Inc.

TICOR TITLE INSURANCE COMPANY
34 E. BRIDGE ST. -STE 200, OSWEGO, NY 13126

SEARCH NO. 5403-00689

TICOR TITLE INSURANCE COMPANY, a California corporation, for a valuable consideration to it paid, GUARANTEES to the record owners of an interest in or a specific lien upon the premises particularly described at set out Nos. 3 and 8 on the date hereof and their successors in interest of record, that the setouts designated herein by marginal numbers 1 to 27 inclusive, accurately reflect all the references affecting title to said premises, which appear upon INDICES to:

(a) Deeds, Mortgages, Lis Pendens and Sheriff's Certificates of Sale;

(b) FINANCING STATEMENTS, (UCC-1) for security agreements to real estate for five years last past.
PUBLIC WELFARE LIENS since January 1, 1966,
FEDERAL TAX LIENS for ten years and thirty days last past,
STATE CRIMINAL SURETY BONDS for ten years last past,
INDIVIDUAL SURETY BONDS, since August 31, 1942,
COLLECTOR'S BONDS for three years last past,
MECHANICS LIENS for one year last past, and
INACTIVE HAZARDOUS WASTE DISPOSAL SITES since July 1, 1993,
filed and/or recorded in the Oswego County Clerk's Office; and

(c) GENERAL INDICES to Decedents estates in the office of the SURROGATE OF OSWEGO COUNTY

against the names of the parties appearing in the within abstract as owning or having an interest in said premises, each during the respective record periods of said ownership or interest from February 20, 1963 @ 8:00 at set out No. 3 and from November 12, 1971 @ 8:00 AM at set out No. 8 to the date hereof,

And that upon examination for ten years last past of the Judgment Indices in said County Clerk's Office, there are no Judgments or Transcripts of Judgment or New York State Tax Warrants docketed in said County Clerk's Office, against the following named persons for the periods set opposite their respective names, except as shown:

NAME	FROM	TO
Stephen L. Gallagher	May 20, 1993	July 28, 1994
Amelia B. Gallagher	May 20, 1993	July 28, 1994
Nora M. Grose	May 20, 1993	July 28, 1994
Jane Gallagher Watts	May 20, 1993	July 28, 1994
Edward Gallagher, Ind. & Adm.	May 20, 1993	July 28, 1994
William Gallagher	May 20, 1993	July 28, 1994
Patricia Hanford	May 20, 1993	July 28, 1994
Stephen C. Greene, Preliminary Executor	May 20, 1993	July 28, 1994
Industrial Precision Products, Inc.	May 20, 1993	date

This Abstract certificate is made by a title insurance company authorized to do business in the State of New York, which company maintains statutory loss reserves for abstracts; or is made by an abstract company which maintains errors and omissions insurance coverage of at least $1,000,000.00.

Dated 20th day of May 2003 @ 8:00 AM

The Guaranty under this Certificate shall not be limited by time.

ABSTRACT NO.: 540300689
TITLE NO.:
ABSTRACTED BY: 3

*** SEE ATTACHED ***

TICOR TITLE INSURANCE COMPANY

CERT

TICOR TITLE INSURANCE COMPANY
34 E. BRIDGE ST. -STE 200, OSWEGO, NY 13126

SEARCH NO. 5403-00689

TICOR TITLE INSURANCE COMPANY

By _____
Authorized Signatory

CERTC

TICOR TITLE INSURANCE COMPANY
34 E. BRIDGE ST. -STE 200, OSWEGO, NY 13126

TAX SEARCH

SEARCH NO. 5403-00689 TITLE INSURANCE NO.:

Property Information

TOWN:	City of Oswego, East
LOT:	HG Tp 18, L 36, 37
TRACT OR SUBDIVISION:	
NAME OF STREET:	350 Mitchell Street
TAX LOT NO.:	110.84-01-02.000
ASSESSED VALUE:	$578,000.00

TICOR TITLE INSURANCE COMPANY, a California corporation, for a valuable consideration to it paid, hereby certifies to the schedule below for taxes, now payable, levied and assessed against the real estate described as above on the tax rolls of the County of Oswego, exclusive of the City of Oswego.

ASSESSED TO: Industrial Precision Products, Inc.

PURSUANT TO NEW YORK REAL PROPERTY TAX LAW SECTIONS 302 AND 520, THE REAL ESTATE TAX LIABILITY MAY BE AFFECTED UPON TRANSFER OF TITLE, IF PREMISES HAVE A PARTIAL OR FULL EXEMPTION.

Acres - 16.13
Roll ID 054-008

2003	$5,516.59	UNPAID

1994 - 2002 TAXES PAID

TICOR TITLE INSURANCE COMPANY

By _____
Authorized Signatory

Dated MAY 20, 2003

TAXS

TICOR TITLE INSURANCE COMPANY

34 EAST BRIDGE STREET - SUITE 200

OSWEGO, NEW YORK 13126

(315) 342-2184

FAX: (315) 342-5959

OTHER UPSTATE NEW YORK AREA OFFICES:

ALBANY
80 State Street
Albany, NY 12207-2549
(518) 465-2282
FAX: (518) 465-6473

BATAVIA
104 Bank Street
P.O. Box 439
Batavia, NY 14021-0439
(716) 343-8088
FAX: (716) 343-5482

BATH
33 Liberty Street
P.O. Box 111
Bath, NY 14810-1559
(607) 776-7866
FAX: (607) 776-5198

BUFFALO
420 Main Street, Suite 200
Buffalo, NY 14202-3501
(716) 854-2982
FAX: (716) 854-0223

LOCKPORT
122 Niagara Street
P.O. Box 551
Lockport, NY 14094-0551
(716) 434-2825
FAX: (716) 434-9531

LYONS
66 Willlam Street
Lyons, NY 144898-0349
(315) 946-4363
FAX: (315) 946-6462

ROCHESTER
19 West Main Street
Rochester, NY 14614-1501
(716) 546-6350
FAX: (716) 546-5465

SYRACUSE
The Century Plaza
201 E. Jefferson Street
Syracuse, NY 13202-2510
(315) 474-1273
FAX: (315) 474-4281

1 Link	7 92/100 Inches
1 Link	66/100 of a Foot
1 Rod, Rood or Perch	16 1/2 Feet
1 Chain (100 Links or 4 Rods)	66 Feet
1 Mile (80 Chains)	5,280 Feet
1 Acre (10 Square Chains)	43,560 Square Feet
1 Square Mile	640 Acres

TICOR TITLE INSURANCE COMPANY
34 E. BRIDGE ST. -STE 200, OSWEGO, NY 13126

SEARCH NO. 5404-00912

TICOR TITLE INSURANCE COMPANY, a California corporation, for a valuable consideration to it paid, GUARANTEES to the record owners of an interest in or a specific lien upon the premises particularly described at set out Nos. 7 and 8 on the date hereof and their successors in interest of record, that the setouts designated herein by marginal numbers 28 to 33 inclusive, accurately reflect all the references affecting title to said premises, which appear upon INDICES to.

(a) Deeds, Mortgages, Lis Pendens and Sheriff's Certificates of Sale,

(b) FINANCING STATEMENTS, (UCC-1) for security agreements to real estate for five years last past.
PUBLIC WELFARE LIENS since January 1, 1966,
FEDERAL TAX LIENS for ten years and thirty days last past,
STATE CRIMINAL SURETY BONDS for ten years last past,
INDIVIDUAL SURETY BONDS, since August 31, 1942,
COLLECTOR'S BONDS for three years last past,
MECHANICS LIENS for one year last past, and
INACTIVE HAZARDOUS WASTE DISPOSAL SITES since July 1, 1993,
filed and/or recorded in the Oswego County Clerk's Office; and

(c) GENERAL INDICES to Decedents estates in the office of the SURROGATE OF OSWEGO COUNTY

against the names of the parties appearing in the within abstract as owning or having an interest in said premises, each during the respective record periods of said ownership or interest from May 20, 2003 @ 8:00 AM to the date hereof,

And that upon examination for ten years last past of the Judgment indices in said County Clerk's Office, there are no Judgments or Transcripts of Judgment or New York State Tax Warrants docketed in said County Clerk's Office, against the following named persons for the periods set opposite their respective names, except as shown.

NAME	FROM	TO
Industrial Precision Products, Inc.	May 20, 2003	date

This Abstract certificate is made by a title insurance company authorized to do business in the State of New York, which company maintains statutory loss reserves for abstracts; or is made by an abstract company which maintains errors and omissions insurance coverage of at least $1,000,000.00.

Dated 28th day of June 2004 @ 8:00 AM

The Guaranty under this Certificate shall not be limited by time.

ABSTRACT NO : 540400912
TITLE NO.: 5403-25262
ABSTRACTED BY: 4

TICOR TITLE INSURANCE COMPANY

By _____
Authorized Signatory

TICOR TITLE INSURANCE COMPANY

CERT

TICOR TITLE INSURANCE COMPANY

SEARCH NO. 5404-00912

28.	Industrial Precision Products, Inc. -to- The County of Oswego Industrial Development Agency	**Mortgage** **For:** $80,000.00 **Dated:** January 16, 2004 **Ack.:** January 16, 2004 **Rec.:** January 20, 2004 @ 1:07 PM **Instrument #** R-2004-000774

Covers: See Attached

COMPLETE ONLY INFORMATION ON THIS FORM WHICH [illegible]

OSWEGO COUNTY CLERK'S OFFICE

GEORGE J. WILLIAMS · COUNTY CLERK

PLEASE TYPE OR LEGIBLY PRINT INFORMATION WITH BLACK INK

SUBMITTED BY: Caraccioli & Associates, PLLC / 24HR / Ryan **DO NOT DETACH**

TYPE OF DOCUMENT: Mortgage and Security Agreement

R-2004-000774
01/20/2004 01:07Ph
Page 1 of 12
MTGE
George J. Williams, County Clerk

PARTIES TO TRANSACTION

INDUSTRIAL PRECISION PRODUCTS, INC.

TO

OSWEGO COUNTY INDUSTRIAL DEVELOPMENT AGENCY

RECORD & RETURN TO
(Name, Address & Zip Code)

Caraccioli & Associates, PLLC
100 West Utica Street
Oswego, NY 13126

RECEIPT # 141460

RECORDING FEES

ENDORSEMENT FEE	$ 7.00
RECORDING FEE CHARGE	$ 5.00
# OF PAGES (INCLUDING COVER PAGE) 12 x 3.00 =	$ 36.00
# OF EXTRA NAMES ____ x .50 =	$ ____
# OF REFERENCES ____ x .50 =	$ ____
# OF CROSS REFERENCES ____ x .50 =	$ ____
# OF EXTRA ASST ____ x 3.50 =	$ ____
TOTAL	$ 48.00

MISCELLANEOUS FEES

X	LOC GOVT	$ 20.00
____	TP 584	$ 5.00
____	TP 584.1	$ 5.00
____	RP 5217	$ 50.00
____	255 AFFID	$ 5.00
____	AFFID # ____	
	TOTAL	$ 20.00

DEED TRANSFER TAX

REVENUE STAMPS $ ____

TOWN/CITY/VILLAGE Oswego
(COMPLETE FOR MORTGAGE ALSO)

TAX MAP NUMBER # ~~854.008-008~~ 110.84-01-02.000

GRAND TOTAL FOR THIS DOCUMENT..... $68.00
(include Revenue or Mtge Tax in this total if applicable)

MORTGAGE TAX

MORTGAGE AMT. $80,000.00

TOTAL MTGE. TAX $ 800.00

(CLERK'S OFFICE ONLY)
REVENUE

CU-5495
R-2004-000774
Exempt
$80000.00

Base	$ 400.00
CNY	$ 200.00
Special	$ 200.00
Total	$ 800.00

CLERK'S INITIALS LP

MORTGAGE TYPES

X COMMERCIAL/VACANT

____ 1 - 2 FAMILY
(THIS MORTGAGE IS TO FINANCE THE ACQUISITION OR IMPROVEMENT OF A ONE OR TWO FAMILY DWELLING.)

____ CREDIT UNION / INDIVIDUAL

____ EXEMPT

I HEREBY CERTIFY THAT THE WITHIN AND FOREGOING WAS RECORDED IN THE CLERK'S OFFICE FOR OSWEGO COUNTY, NEW YORK.

George J. Williams
Oswego County Clerk

COMMERCIAL MORTGAGE AND SECURITY AGREEMENT

CERTAIN DEFINITIONS

A) "Mortgage" – means this agreement which is dated January 16, 2004.

B) "Borrower" – means INDUSTRIAL PRECISION PRODUCTS, INC. Borrower's address is 350 Mitchell Street, Oswego, New York 13126.

C) "Lender" – means THE COUNTY OF OSWEGO INDUSTRIAL DEVELOPMENT AGENCY; an industrial development agency and public benefit corporation of the State of New York, with main offices at 44 West Bridge Street, Oswego, New York 13126.

D) "Note" – means the note, bond or other obligation executed by Borrower in which Borrower agrees to pay EIGHTY THOUSAND AND 00/100 DOLLARS (U.S. $80,000.00) in accordance with the repayment terms set forth.

E) "Mortgage Amount" – means sum set forth in the definition of Note above.

F) "Principal" – means the unpaid Mortgage Amount and any other unpaid amounts which may be advanced and added to Principal pursuant to Loan Documents.

G) "Interest" – means unless otherwise provided, the rate of rates owed from time to time as set forth in Loan Documents for the repayment of Principal, or the amount of interest accrued on the Principal.

H) "Debt" – means Principal plus Interest.

I) "Property" – means the property or any part thereof or any interest therein that is described in the section below titled "Description of Property".

J) "Premises" – means the property or any part thereof or interest therein set forth in the section below titled "Description of Property 1. Premises: (a), (b), (c)".

K) "Loan Documents" – means all the documents evidencing or securing the Debt executed in connection with this loan.

L) "Environmental Laws" – Any law, rule or regulation of any government or governmental body or agency, governing the use, generation, transportation, treatment, storage, handling or disposal of any material or substance which could pose a hazard to health and safety to the occupants of the Premises and/or others.

M) "Hazardous Material" – Means asbestos, urea formaldehyde foam insulation, polcychroniated biphenlys, flammable substances, explosives, radio-active materials, hazardous wastes, toxic substances, pollutants or any other material or substance to the extent such item is prohibited, limited or regulated by Environmental Laws.

GRANTING CLAUSE

In order to secure payment of Debt, Borrower hereby mortgages, assigns and grants a security interest to Lender in and to Property.

DESCRIPTION OF PROPERTY

1. **Premises:**

(a) Those lands and interest in lands set forth in Schedule A attached hereto.

George J. Williams, County Clerk
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01/20/2004 01:07Pm
Page 2 of 12
MTGE

29. That the loan will be used primarily for business or agriculture purposes. Premises is not (strike "not" if inapplicable) located in an area identified by the Secretary of Housing and Urban Development having special flood hazards. Further, Premises is not (strike "not" if inapplicable) in an area in which an Indian Nation is making a claim in court based on the title of such area being owned by such Nation.

30. Borrower represents that the Premises has never been used; and agrees that it will not be used for the use, generation, transportation, treatment, storage, handling or disposal of any Hazardous Materials. Borrower agrees immediately to: comply with any Environmental Law; remove any Hazardous Materials from the Premises; allow Lender and its agents to enter the Premises in a reasonable manner to conduct tests and studies and take borings and samples to determine whether or not and the extend the Premises violate any Environmental Law; and notify Lender of any inquiry concerning any violation of Environmental Law on the Premises. Further, Borrower agrees to deliver to Lender a written report, upon 30 days notice certified to and satisfactory to Lender at Borrowers expense from an environmental engineer approved by Lender, which assesses whether or not and the extent the Premises violate any Environmental Law; and remove within 30 days from filing any lien against the Premises imposed by any Environmental Law.

31. In the event any agreement contained in the Loan Documents shall for any reason be held to be invalid, illegal or unenforceable, such event shall not affect the validity, legality or enforceability of any Loan Document, and the Loan Documents shall be construed as if such agreement had never been set forth. However, if a law setting maximum interest is interpreted so that the agreement on Interest exceeds lawful limits: (a) the Interest shall be reduced to the lawful limit; and (b) any excessive Interest already collected exceeding such limits shall be applied as a partial prepayment of Principal without any prepayment premium.

32. This Mortgage shall be governed and construed in accordance with the laws of the State of its recordation for purposes of determining procedural rights and remedies and shall otherwise be governed and construed in accordance with the internal laws of the State of New York without regard to principles of Conflicts of Law.

33. This Mortgage shall be subordinate to a mortgage given by the Borrower to Key Bank of New York and Key Bank National Association, together with any amendments and modifications thereto.

34. This Mortgage cannot be modified except by an agreement in writing executed by the party against whom enforcement of the modification is sought.

By executing below, Borrower agrees to, warrants and represents the above.

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01/20/2004 01:07PM
Page 9 of 12
ATGE

INDUSTRIAL PRECISION PRODUCTS, INC.

WILLIAM J. GALLAGHER, PRESIDENT

STATE OF NEW YORK)
COUNTY OF OSWEGO) .ss:

On this 16th day of January, 2004, before me, the undersigned, personally came WILLIAM J. GALLAGHER to me personally known, who, being by me duly sworn, did depose and say that he resides in Oswego County, New York, that he is the President of INDUSTRIAL PRECISION PRODUCTS, INC., the corporation described in and which executed the above Instrument; that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public

KEVIN C. CARACCIOLI
Notary Public, State of New York
Qualified in Oswego Co., No. 4959912
Commission Expires Dec. 18, 20 05

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Oswego, County of Oswego and State of New York, being a part of Lots 36 and 37 of the Eighteenth Township, Scriba'a Patent, bounded and described as follows: Beginning at a point in the center line of Mitchell Street (formerly known as Baldwin Road), said point being 1352.1 feet easterly from the intersection of said center line of Mitchell Street with the center line of St. Paul Street, said distance being measured from St. Paul Street as follows: North 79 degrees, 21 minutes East, 699.3 feet to a point, and North 88 degrees 23 minutes, 40 seconds East, 652.8 feet to the said point of origin; running thence North 88 degrees, 23 minutes, 40 seconds East along the center line of Mitchell Street 222.23 feet, thence South 27 degrees, 27 minutes, 20 seconds East 494.0 feet to an iron pipe; thence South 62 degrees, 32 minutes, 40 seconds West 200 feet; thence North 27 degrees, 27 minutes, 20 seconds West, 590.9 feet to the place of beginning.

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Oswego and State of New York, being part of Lot 37 of the 18th Township of Scriba's Patent, bounded and described as follows: Beginning at the southwesterly corner of the property conveyed by Operation Oswego, Inc., the party of the first part herein, to Stephen L. Gallagher, the party of the second part herein, by Deed dated February 20, 1963 and recorded in Oswego County Clerk's Office Book 662 at page 757; thence South 62 deg. 32' 40 seconds West a distance of 200 feet; thence North 27 deg. 27' 20 seconds West to the center line of Mitchell Street; running thence Easterly along the centerline of Mitchell Street to a point in the northwesterly corner of the property conveyed by Operation Oswego, Inc., the party of the first part herein, to Stephen L. Gallagher, the party of the second part herein, by deed dated February 20, 1963 and recorded in the Oswego County Clerk's Office Book of Deeds 662 at page 757; thence South 27 deg. 27' 20 seconds East to the place of beginning, together with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Oswego, County of Oswego and State of New York, being a part of Lots 36 and 37, of the Eighteenth Township of Scriba's Patent, bounded and described as follows: **BEGINNING** at the southwesterly corner of the property conveyed by Operation Oswego County, Inc., to Stephen L. Gallagher by deed dated the 2nd day of December, 1964, which deed is shown in Book 677 at page 661; thence North 62 deg. 32' 40" East 400 feet to a point; thence South 27 deg. 27' 20" East 100 feet to a point; thence South 62 deg. 32' 40" West 550 feet to an iron bar; thence North 27 deg. 27' 20" West, 573.25 feet to a point in the center line of Mitchell Street; formerly known as the Baldwin Road; thence North 88 deg. 23' 40"

George J. Williams, County Clerk
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01/20/2004 01:07PM
Page 10 of 12
MTGE

East along the center line of Mitchell Street 166.67 feet to the northwest corner of said premises described in said deed shown at Book 677 at page 661; thence South 27 deg. 27' 20" East 687.80 feet to the place of beginning. Being a portion of premises delineated on a map entitled "Survey of Part of Lot 37, Eighteenth Township, Scriba's Patent", dated August 21, 1970, prepared by Donald S. Severance, L.S. #35613, which has been heretofore filed in the Oswego County Clerk's Office.

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Oswego, County of Oswego and State of New York, First Parcel: All that tract or parcel of land, situate in the City of Oswego, County of Oswego and State of New York, and described as Oswego City East, Township Eighteen (18) Lot Thirty Six (36) Subdivision two (2); Being for title as derived from City Tax Sales of 1900, 1905, 1915, 1916, and 1918 and from County Tax Sales of 1908, 1911, 1912, and 1913.

ALL THAT TRACT OR PARCEL OF LAND, situate in the Second Ward of the City of Oswego, County of Oswego and State of New York, and being a part of Lot Number thirty-six (36) of the Eighteenth Township of Scriba's Patent, and bounded and described as follows: Beginning in the centerline of Seneca Street at a point twenty rods and 6/100 of a rod from the southwest corner of said Lot No. 36; thence easterly along the center of Seneca Street aforesaid eleven and 34/100 rods; thence northerly forty-nine and 44/100 rods; to the center of the Baldwin Road thence westerly along the center of said Baldwin Road to a point fifty four and 34/100 rods from the place of beginning; thence southerly along the west line of the parcel hereby conveyed fifty-four and 34/100 rods to the place of beginning.

The above properties are shown on a survey made by Russell L. Getman, Licensed Land Surveyor No. 49298, dated February 1, 1994, revised June 21, 1994, intended to be recorded of even date herewith, and more particularly described as follows: **ALL THAT TRACT OR PARCEL OF LAND,** situate in the City of Oswego, County of Oswego and State of New York, being part of Lots 36 and 37 in the 18th Township of Scriba's Patent, Second Ward, and more particularly bounded and described as follows; **BEGINNING** at a point in the centerline of Mitchell Street (F/Baldwin Road) being the northeast corner of Niagara Mohawk Power Corporation (reputed owners); which point is easterly, 963.20 feet along the centerline of Mitchell Street from the intersection of the centerline of St. Paul Street (East 14th Street), and running;

1) Thence, N 88° 23' 40" East, 991.23 feet along the centerline of Mitchell Street to a point being the northwest corner of now or formerly owned by Peter F. Wiltsie as recorded in the Oswego County Clerk's Office in Book 1165 of deeds at page 245;

2) Thence, South 26° 43' 07" East 816.83 feet along the west line of said Wiltsie to a point in the centerline of East Seneca Street;

George J. Williams, County Clerk
R-2004-0002774
01/28/2004 01:07Pm
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NTGE

29.	Industrial Precision Products, Inc., William J. Gallagher -to- County of Oswego Industrial Development Agency See Attached	Financing Statement File No.: U-2004-00006 Filed: January 20, 2004 @ 1:13 PM

29

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

Audna Greer (315) 343-1939

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

XXXXXXXXXXXXXXXXXXXXXXXX
Caraccioli & Associates, PLLC
100 West Utica Street
Oswego, NY 13126

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: Industrial Precision Products, Inc.

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
350 Mitchell Street	Oswego	NY	13126	USA

1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
15-0628031		Corporation	New York State	XX NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
Gallagher	William	J.	

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
350 Mitchell Street	Oswego	NY	13126	

2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: County of Oswego Industrial Development Agency

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
N/A			

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
44 West Bridge Street	Oswego	NY	13126	USA

4. This FINANCING STATEMENT covers the following collateral:

See attached Schedule A.

U-2004-00005
01/20/2004 01:13PM
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George J. Williams, County Clerk

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR | CONSIGNEE/CONSIGNOR | BAILEE/BAILOR | SELLER/BUYER | AG. LIEN | NON-UCC FILING

6. [X] This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional): All Debtors | Debtor 1 | Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICER COPY

NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

RECORDER FROM Registro, Inc. 614 PIERCE ST. P.O. BOX 210 ANGOLA, ONT. 14020 (703) 431-1712

George J. Williams, County Clerk
01/20/2004 01 19Pm
Page 2 of 14

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR Industrial Precision Products, Inc.

9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

11c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

11d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 11e. TYPE OF ORGANIZATION | 11f. JURISDICTION OF ORGANIZATION | 11g. ORGANIZATIONAL ID #, if any ☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

12c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing

14. Description of real estate

350 Mitchell Street
Oswego, NY 13126

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest)

William J. and Kathryn P. Gallagher
350 Mitchell Street
Oswego, NY 13126

16. Additional collateral description

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 07/29/98)

RECORDER FORM
Registers, Inc.
PO BOX 230
Hudson, NH 03051
(603) 883-3043

Debtor – Industrial Precision Products, Inc., William J. Gallagher and Kathryn P. Gallagher

Secured Party – Oswego County Industrial Development Agency

SCHEDULE A

Schedule of Collateral

1. All equipment, fixtures and other articles of personal property now owned by the Borrower/Debtor or hereafter acquired in the business known as Industrial Precision Products, Inc., presently located at 350 Mitchell Street, Oswego, New York 13126, including:

See attached list

2. Security interest in all inventories of the Borrower/Debtor, now owned, held and hereafter to be acquired and/or created in said business outlined in #1 above.

3. This Schedule of Collateral shall be deemed to include all replacement equipment and other items of personality; and all proceeds from any insurance recovery due to the theft, damage, loss or destruction of any of the Collateral listed on this Schedule.

4. All of Borrower(s)/Debtor(s) now owned and hereafter acquired general intangibles and other rights used or arising in the operation of Borrower(s) business as previously, now or hereafter constituted, including but not limited to trademarks, copyrights, copyrighted material, licenses, franchises, rights under licensing and franchising agreement, computer software programs, plans and specifications, patterns, molds, manuals and technical material and know-how of every kind and character.

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Monarch VMC-150, 4 Axis Vertical Machining Center with Tool Changer
Serial No.: 82578

Bullard 46" Dynatrol V.T.L.
Serial No.: 32927

Schiess 100" V.T.L.
Serial No.: 177.700/171.828

MHP Hydra-Path III
CNC 3 Axis Bed Mill
Serial No.: 71598

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INDUSTRIAL PRECISION PRODUCTS, INC.
ASSET APPRAISAL
010694
(ALL VALUES EXTENDED)

		DESCRIPTION	SERIAL NO.	FAIR MARKET
ENGINE LATHES				
1.	MEUSER GEARED HEAD	40"/52" X 240" GAP BED TAPER ATTACHMENT, 4 JAW CHUCK 17-1/4 REMOVABLE GAP, MOTORIZED CARRIAGE, RAPID TRAVERSE, 2 STEADY RESTS, FOLLOW RESTS HARD-WAYS, HYDRAULIC TRACER ATTACHMENT, 3 JAW CHUCK, ALORIS TOOL POST	30404	28,500.
2.	HERCULES AJAX GEARED HEAD	24" X 100" CENTERS, W/ FACE PLATE CHUCK, ALORIS TOOL POST, STEADY REST, TAPER ATTACHMENT, HYD. TRACER ATTACHMENT, AND FOLLOWER REST	9158	26,000.
3.	VDF (BOHRINGER) GEARED HEAD	24 X 80" GEARED HEAD TOOL ROOM LATHE - S/N 48S1025002160/17692 COMPLETE W/ 4 JAW CHUCK, 3 JAW CHUCK, STEADY REST, FOLLOW REST, REAR MOUNTED TOOL POST & SLIDE, AUTOMATIC THREADING ATTACHMENT		18,500.

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George J. Williams, County Clerk

		DESCRIPTION	SERIAL NO.	FAIR MARKET
4.	LEBLOND REGAL MODEL 19E7	19" X 54" SERVOSHIFT W/ TAPER ATTACHMENT, FACE PLATE, 4 JAW CHUCK, STEADY RESTS, 3 JAW CHUCK, ALORIS TOOL POST AND CENTERS, COOLANT	6E266	14,000.
5.	MONARCH MODEL GEAR HEAD	12" X 30" CENTERS W/ 3 JAW AND 4 JAW CHUCKS, DOG PLATE, FACE PLATE, ALORIS TOOL POST, TAPER ATTACHMENT	32394	3,750.
6.	HENDY GEARED HEAD	14" X 30" W/ 3 JAW CHUCK, TAPER ATTACHMENT, SJROGN COLLET CHUCK, HENDY COLLETS, AND DRAW BAR	34305	2,600.
7.	ROMI	MOD. LDL43, 30" X 160" TAPER ATTACHMENT 4 JAW CHUCK, STEADY REST T-SLOTTED FACE & ACCURITE III X & Y DRO	11.0144	85,000.

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INDUSTRIAL PRECISION PRODUCTS, INC.
ASSET APPRAISAL
010694
(ALL VALUES EXTENDED)

		DESCRIPTION	SERIAL NO.	FAIR MARKET
TURRET LATHES				
8.	WARNER SWASEY #5	SQUARE HEAD RAM TYPE, COMPLETE WITH FRONT AND REAR TOOL POSTS, MASTER COLLET AND PADS, BAR FEED AND TURRET TOOLING	1579890	5,100.
9.	WARNER SWASEY #3A	SQUARE HEAD SADDLE TYPE TURRET MOD-M3500, WITH CHUCKS, ACU-RITE 3 AXIS DIGITAL READOUT, POWER CHUCK WRENCH, TURRET TOOL HOLDERS, SQUARE TOOL POST, JIB CRANE W/ CHUCK AND 1/2 TON CHAIN FALL	1802337	3,700.
10.	WARNER SWASEY #2A	SQUARE HEAD SADDLE TYPE MOD-M3470 W/ BAR FEED, 3 JAW CHUCK, POWER CHUCK WRENCH, THREADING TURRET TOOLING	1539227	7,000.
11.	WARNER SWASEY #1A	SADDLE TYPE MOD-M470 W/ CHUCK TURRET TOOL POST, TURRET TOOLING	717532	4,700.
12.	GISHOLT	SADDLE TYPE MOD-4R W/ 4 JAW CHUCK, FACE PLATE, TURRET TOOLING, BORING BARS	77225	3,100.

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INDUSTRIAL PRECISION PRODUCTS, INC.
ASSET APPRAISAL
010694
(ALL VALUES EXTENDED)

	DESCRIPTION	SERIAL NO.	FAIR MARKET
VERTICAL BORING MILLS			
13. BULLARD 36" CUTMASTER	4 JAW TURRET, 1 SIDE HEAD	26951	21,000.
14. BULLARD 42" CUTMASTER	3 JAW TURRET, 2 SIDE HEADS	25928	15,000.
15. BULLARD 74" CUTMASTER	4 TOP JAWS, 40" RAM STROKE, 30" TURRET STROKE, 27" SIDE, 50 H.P. 3/60/220 - 440 SPEED 2.5 TO 90 RPM	25988	53,000.
HORIZONTAL BORING MILLS			
16. LUCAS 5" SPINDLE	MOD. 542 B-84 OUTBOUND SUPPORT AND TRAK DIGITAL READOUT, 48" X 86" TABLE, 60" VERTICAL TRAVEL, 72" HORIZONTAL TRAVEL	42B2721	49,500.
17. SHIBAURA 3.5" SPINDLE	MOD. DF 10BR COMPLETE W/ ITEK XY DRO, 38" X 44" SWIVEL TABLE, VERTICAL HEAD, 49" VERTICAL TRAVEL, 54" HORIZONTAL TRAVEL	6569	35,000.
18. CERUTI 4" SPINDLE	MOD. AC100 W/ ACCURITE III DRO, 43" X 51" TABLE, 48" VERTICAL TRAVEL, 72" HORIZONTAL TRAVEL, POWER FEED, ROTARY TABLE	20630	31,000.

		DESCRIPTION	SERIAL NO.	FAIR MARKET
MILLING MACHINES				
19.	CINCINNATI # 3 HORIZONTAL MILL	15" X 63" TABLE, W/ BRIDGEPORT VERTICAL HEAD, RPM SPINDLE SPEEDS	2AEP1J-104	2,500.
20.	CINCINNATI #3 HORIZONTAL MILL	15" X 63" TABLE, RPM SPINDLE SPEEDS		2,500.
21.	CINCINNATI #3 HORIZONTAL MILL	15" X 63" TABLE, RPM SPINDLE SPEEDS	2A3V1L-273	3,750.
22.	VANNORMAN DUPLEX MILL	MOD. 22HL W/ ASSORTED ARBORS AND VISE, 10" X 25" TABLE, 22" CROSSHEAD	7601	4,500.
23.	BRIDGEPORT	SERIES II MOD. M10H 9" X 42" TABLE, VERTICAL HEAD, POWER FEED AND ACCURITE DRO, 1 SHOT LUBE	220266	8,000.
24.	SAJO DUO MILL	MOD. VRF52M 11" X 35" TABLE, WITH VERTICAL AND HORIZONTAL HEADS	661160/1117	6,500.
25.	RBI VERTICAL MILL	MOD. LC-50RS 9" X 42" POWER FEED TABLE, BED TYPE W/ ACCURITE X Y DRO	75120143	7,500.

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George J. Williams, County Clerk

INDUSTRIAL PRECISION PRODUCTS, INC.
ASSET APPRAISAL
010694
(ALL VALUES EXTENDED)

		DESCRIPTION	SERIAL NO.	FAIR MARKET
26.	DAVIS #5 KEY SEAT	20" X 31" TABLE	5-508	7,300.
27.	INGERSOL TYPE A	DOUBLE HOUSING PLANER MILL, 48" X 168" TABLE, 40" VERTICAL RAIL TRAVEL, VERTICAL MILLING SPINDLE, HORIZONTAL MILLING SPINDLE, RETROFITTED IN 1986	15916	11,500.
28.	PRATT & WHITNEY	VERTICAL SHAPER MOD. B M 1513 12" STROKE, 24" DIA. TABLE	124	1,500.
NC & CNC MACHINES				
29.	DEVLEIG JIG MILL	MOD. 4H-72, 4" SPINDLE, 40" X 72" TABLE, TRAVEL: X-74" Y-56" W/ BENDIX NUMERICAL CONTROL	8020	39,000.
30.	MONARCH VMC150	WITH BENDIX DYNAPATH SYSTEM 5D CONTROL, ERICKSON 360° INDEXER, 50" X 30" 10" TRAVEL, 40 TOOL HOLDERS, TABLE SIZE 32" X 54"	80533	43,500.
31.	BURGMASTER	MOD. ECONO II-30L TURRET TAPPING AND BORING MACHINE W/ 36" 62" TABLE, 36" X 60" TRAVEL	340037	12,000.

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George J. Williams, County Clerk

		DESCRIPTION	SERIAL NO.	FAIR MARKET
32.	BURGMASTER	MOD. ECON II-25 TURRET TAPPING AND BORING MACHINE W/ 23" X 42" TABLE, 20" X 40" TRAVEL	260042	16,500.
33.	GIDDINGS & LEWIS NUMERIMITE	TYPE 984 W/ NUMERITE CONTROL, W/ 22" X 30" TABLE, 18" X 24" TRAVEL	261	7,500.
34.	BRIDGEPORT CNC MILL	SERIES II, R283, 15" X 38" POWER DRAW BAR	2169	28,500.
DRILLS				
35.	AMERICAN RADIAL ARM DRILL	4' X 11" RADIAL ARM DRILL WITH BOX TABLE	60399	4,500.
36.	CINCINNATI BICKFORD RADIAL ARM DRILL	4' X 15" RADIAL ARM DRILL WITH BOX TABLE	4B223	2,750.
37.	BURGMASTER DRILL	MOD. 2B (6) SPINDLE TURRET WITH CHUCKS	21015	2,800.

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		DESCRIPTION	SERIAL NO.	FAIR MARKET
GRINDERS				
38.	THOMPSON	HYDRAULIC SURFACE GRINDER, 24" X 72" WITH ELECTROMAGNETIC CHUCK AND CLOSED POLE NARROW CHUCK	6C0757	18,000.
39.	COVEL	HYDRAULIC SURFACE GRINDER, MOD. 17H 10" X 15" TABLE WITH PERMANENT CHUCK	5701	5,700.
40.	BLANCHARD	ROTARY SURFACE GRINDER MOD. 22, WITH 42" ELECTROMAGNETIC CHUCK	12044	25,000.
41.	HEALD	INTERN'TL GRINDER MOD. 174, 55" X 24"	28233	3,900.
42.	SUNNEN	MOD. M8V-1800 HONING MACHINE	73762	6,200.
43.	NORTON	HYDRAULIC SURFACE GRINDER MOD. 16" X 18" TABLE WITH PERMANENT CHUCK	6480	3,100.
44.	HEALD	MODEL 70A W/ 3 RED HEAD SPINDLES, FAVE PLATE, CHUCKS AND FIXTURES	12600	2,500.
45.	CINCINNATI	10" X 36" CYLINDRICAL GRINDER	3P2DIT-8	1,950.
46.	CINCINNATI	24" X 72" CYLINDRICAL GRINDER	1P5F1D-2	2,500.

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01/20/2004 01:13pm
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George J. Williams, County Clerk

INDUSTRIAL PRECISION PRODUCTS, INC.
ASSET APPRAISAL
010694
(ALL VALUES EXTENDED)

		DESCRIPTION	SERIAL NO.	FAIR MARKET
SAWS				
47.	DOALL	MOD. 2013-V CONTOUR BAND SAW	457-88819	6,300.
48.	DOALL	MOD. 3639 WITH BLADE WELDER, POWER FEED, CONTOURING ATTACHMENT W/ WELDER AND GRINDER	59-54150	5,800.
49.	DOALL	MOD. C-12 HORIZONTAL BAND SAW W/ ROLLER PAY OUT TABLE	114-621046	5,300.
50.	ROCKWELL	VERTICAL BAND SAW VARIABLE SPEED 2HP MOD. 81	83K89538	4,300.
51.	POWERMATIC	VERTICAL BAND SAW, VARIABLE SPEED	881162	3,800.
52.	WILTON	MOD. 3710, 9' X 16" HORIZONTAL BANDSAW	86152	1,400.

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SEARCH NO. 5404-00912

30.	Industrial Precision Products, Inc. -to- Key Bank National Association fka Key Bank of New York	Continuation of Financing Statement File No.: D-2004-00022 Filed: February 13, 2004 @ 2:49 PM

See Attached

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Velma Malone (216)813-5877

B. SEND ACKNOWLEDGMENT TO (Name and Address)

KeyBank National Association
OH-01-51-0544
4910 Tiedeman Rd
Brooklyn, OH 44144

30

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
94-2953 File Date: 7/28/1994

1b. This FINANCING STATEMENT AMENDMENT is [X] to be filed (for record) (or recorded) in the REAL ESTATE RECORDS

2. TERMINATION Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement

3. [X] CONTINUATION Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

4. ASSIGNMENT (full or partial) Give name of assignee in item 7a or 7b and address of assignee in item 7c and also give name of assignor in item 6

5. AMENDMENT (PARTY INFORMATION) This Amendment affects [ ] Debtor or [ ] Secured Party of record Check only one of these two boxes

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7

[ ] CHANGE name and/or address Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c

[ ] DELETE name Give record name to be deleted in item 6a or 6b

[ ] ADD name Complete item 7a or 7b, and also item 7c; also complete items 7d–7g (if applicable)

6. CURRENT RECORD INFORMATION

6a. ORGANIZATION'S NAME
INDUSTRIAL PRECISION PRODUCTS, INC.

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
350 MITCHELL STREET	OSWEGO	NY	13126	

7d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
		Corporation	NYS	[X] NONE

8. AMENDMENT (COLLATERAL CHANGE). check one box

Describe collateral [ ] deleted or [ ] added or given and [ ] restated collateral description, or describe collateral [ ] assigned

U-2004-00022
02/19/2004 02:49PM
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George J. Williams, County Clerk UC

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment) If this is an Amendment authorized by a Debtor which adds collateral or adds the Authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment

9a. ORGANIZATION'S NAME
KEY BANK NATIONAL ASSOCIATION FKA KEY BANK OF NEW YORK

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA
210444-0020410135-VM#311 OSWEGO, NY 40.00
Cost Center 3882032 Origin 210444 Orig/Item 500
Date: 2/9/2004 Ticket: 00

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 7/29/98)

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11 INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

94-2953 7/28/1994

12 NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a ORGANIZATION'S NAME

KEY BANK NATIONAL ASSOCIATION FKA KEY BANK OF New York

OR 12b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME,SUFFIX

13 Use this space for additional information

RECORD OWNER

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

INDUSTRIAL PRECISION PRODUCTS , INC.

SEE ATTACHED SCHEDULE A

350 MITCHELL ST. OSWEGO

George J. Williams, County Clerk

U-2004-00022
02/13/2004 02:49PM
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FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT AMENDMENT ADDENDUM (FORM UCC3Ad) (REV. 07/29/98)

SCHEDULE A

OSWEGO COUNTY
CLERK

Jul 28 2 53 PM '94

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Oswego, County of Oswego and State of New York, being a part of Lots 36 and 37 of the Eighteenth Township, Scriba's Patent) CLERK bounded and described as follows: Beginning at a point in the center line of Mitchell Street (formerly known as Baldwin Road), said point being 1352.1 feet easterly from the intersection of said center line of Mitchell Street with the center line of St. Paul Street, said distance being measured from St. Paul Street as follows: North 79 degrees, 21 minutes East, 699.3 feet to a point, and North 88 degrees 23 minutes, 40 seconds East, 652.8 feet to the said point of origin; running thence North 88 degrees, 23 minutes, 40 seconds East along the center line of Mitchell Street 222.23 feet, thence South 27 degrees, 27 minutes, 20 seconds East 494.0 feet to an iron pipe; thence South 62 degrees, 32 minutes, 40 seconds West 200 feet; thence North 27 degrees, 27 minutes, 20 seconds West, 590.9 feet to the place of beginning.

94-243

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Oswego and State of New York, being part of Lot 37 of the 18th Township of Scriba's Patent, bounded and described as follows: Beginning at the southwesterly corner of the property conveyed by Operation Oswego, Inc., the party of the first part herein, to Stephen L. Gallagher, the party of the second part herein, by Deed dated February 20, 1963 and recorded in Oswego County Clerk's Office Book 662 at page 757; thence South 62 deg. 32' 40 seconds West a distance of 200 feet; thence North 27 deg. 27' 20 seconds West to the center line of Mitchell Street; running thence Easterly along the centerline of Mitchell Street to a point in the northwesterly corner of the property conveyed by Operation Oswego, Inc., the party of the first part herein, to Stephen L. Gallagher, the party of the second part herein, by deed dated February 20, 1963 and recorded in the Oswego County Clerk's Office Book of Deeds 662 at page 757; thence South 27 deg. 27' 20 seconds East to the place of beginning, together with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Oswego, County of Oswego and State of New York, being a part of Lots 36 and 37, of the Eighteenth Township of Scriba's Patent, bounded and described as follows: BEGINNING at the southwesterly corner of the property conveyed by Operation Oswego County, Inc., to Stephen L. Gallagher by deed dated the 2nd day of December, 1964, which deed is shown in Book 677 at page 661; thence North 62 deg. 32' 40" East 400 feet to a point; thence South 27 deg. 27' 20" East 100 feet to a point; thence South 62 deg. 32' 40" West 550 feet to an iron bar; thence North 27 deg. 27' 20" West, 573.25 feet to a point in the center line of Mitchell Street; formerly known as the Baldwin Road; thence North 88 deg. 23' 40"

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UC
George J. Williams, County Clerk

East along the center line of Mitchell Street 166.67 feet to the northwest corner of said premises described in said deed shown at Book 677 at page 661; thence South 27 deg. 27' 20" East 687.80 feet to the place of beginning. Being a portion of premises delineated on a map entitled "Survey of Part of Lot 37, Eighteenth Township, Scriba's Patent", dated August 21, 1970, prepared by Donald S. Severance, L.S. #35613, which has been heretofore filed in the Oswego County Clerk's Office.

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Oswego, County of Oswego and State of New York, First Parcel: All that tract or parcel of land, situate in the City of Oswego, County of Oswego and State of New York, and described as Oswego City East, Township Eighteen (18) Lot Thirty Six (36) Subdivision two (2); Being for title as derived from City Tax Sales of 1900, 1905, 1915, 1916, and 1918 and from County Tax Sales of 1908, 1911, 1912, and 1913.

ALL THAT TRACT OR PARCEL OF LAND, situate in the Second Ward of the City of Oswego, County of Oswego and State of New York, and being a part of Lot Number thirty-six (36) of the Eighteenth Township of Scriba's Patent, and bounded and described as follows: Beginning in the centerline of Seneca Street at a point twenty rods and 6/100 of a rod from the southwest corner of said Lot No. 36; thence easterly along the center of Seneca Street aforesaid eleven and 34/100 rods; thence northerly forty-nine and 44/100 rods; to the center of the Baldwin Road thence westerly along the center of said Baldwin Road to a point fifty four and 34/100 rods from the place of beginning; thence southerly along the west line of the parcel hereby conveyed fifty-four and 34/100 rods to the place of beginning.

The above properties are shown on a survey made by Russell L. Getman, Licensed Land Surveyor No. 49398, dated February 1, 1994, revised June 21, 1994, intended to be recorded of even date herewith, and more particularly described as follows: **ALL THAT TRACT OR PARCEL OF LAND**, situate in the City of Oswego, County of Oswego and State of New York, being part of Lots 36 and 37 in the 18th Township of Scriba's Patent, Second Ward, and more particularly bounded and described as follows: **BEGINNING** at a point in the centerline of Mitchell Street (F/Baldwin Road) being the northeast corner of Niagara Mohawk Power Corporation (reputed owners); which point is easterly, 963.20 feet along the centerline of Mitchell Street from the intersection of the centerline of St. Paul Street (East 14th Street), and running;

1) Thence, N 88° 23' 40" East, 991.23 feet along the centerline of Mitchell Street to a point being the northwest corner of now or formerly owned by Peter F. Wiltsie as recorded in the Oswego County Clerk's Office in Book 1165 of deeds at page 245;

2) Thence, South 26° 43' 07" East 816.83 feet along the west line of said Wiltsie to a point in the centerline of East Seneca Street;

George J. Williams, County Clerk
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Page: 4 of 6
UC

3) Thence, South 63° 21' 50" West 331.58 feet along the centerline of East Seneca Street to a point being the southeast corner of Frank Rizzo as recorded in Book 968 of deeds at page 249.

4) Thence, N 27° 27' 20" West 383.75 feet along the east line of said Rizzo to a point being the northeast corner of said Rizzo;

5) Thence, South 62° 32' 40" West 550.0 feet along the north line of said Rizzo, U.A. Local 73 Building Corp. as recorded in Book 1182 of deeds at page 20, and a north line of City of Oswego as recorded in Book 848 of Deeds at Page 52 to a point;

6) Thence, North 27° 27' 20" West 860.47 feet along the east line of said City of Oswego and aforementioned Niagara Mohawk to the point and place of beginning containing 16.130 acres of land.

Subject to easements and restrictions of record.

It being intended to describe a parcel of land on Mitchell Street and East Seneca Street in the City of Oswego formerly owned by Stephan L. and Amelia E. Gallagher.

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George J. Williams, County Clerk
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LIC

SEARCH NO 5404-00912

31. Industrial Precision Products, Inc.
-to-
Key Bank National Association fka Key Bank of New York

Continuation of Financing Statement
File No.: U-2004-00024
Filed: February 17, 2004 @ 2:31 PM

See Attached

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

31

A. NAME & PHONE OF CONTACT AT FILER (optional)
Velma Malone **(216)813-5877**

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

KeyBank National Association
OH-01-51-0544
4910 Tiedeman Rd
Brooklyn, OH 44144

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
94-2952 **File Date: 7/28/1994**

1b. [X] This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. [X] CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects: Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b, and/or new address (if address change) in item 7c.

DELETE name: Give record name to be deleted in item 6a or 6b.

ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d–7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
INDUSTRIAL PRECISION PRODUCTS, INC.

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
350 MITCHELL STREET	**OSWEGO**	**NY**	**13126**	

7d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
		Corporation	NYS	[X] NONE

8. AMENDMENT (COLLATERAL CHANGE): check one box

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

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02/17/2004 02:31PM
Page 1 of 6
UC

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
KEY BANK NATIONAL ASSOCIATION FKA KEY BANK OF NEW YORK

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA
210444-0020410135-VM#310 OSWEGO, NY 40.00 **Cost Center 2002032 Obligor 210444 Oblig./Item 300 Date: 2/6/2004 Tickler 00**

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 7/29/98)

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11 INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

94-2952 7/28/1994

12 NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a ORGANIZATION'S NAME

KEY BANK NATIONAL ASSOCIATION FKA KEY BANK OF N. KeyBank

OR 12b INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME SUFFIX

13 Use this space for additional information

INDUSTRIAL PRECISION PRODUCTS, INC.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

RECORD OWNER

SAME\

SEE ATTACHED SCHEDULE A

350 MITCHELL ST. , OSWEGO

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UC

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT AMENDMENT ADDENDUM (FORM UCC3Ad) (REV. 07/29/98)

SCHEDULE A

OSWEGO

Jan 28 2 58 PM '94

CLERK

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Oswego, County of Oswego and State of New York, being a part of Lots 36 and 37 of the Eighteenth Township, Scriba's Patent, bounded and described as follows: Beginning at a point in the center line of Mitchell Street (formerly known as Baldwin Road), said point being 1352.1 feet easterly from the intersection of said center line of Mitchell Street with the center line of St. Paul Street, said distance being measured from St. Paul Street as follows: North 79 degrees, 21 minutes East, 699.3 feet to a point, and North 88 degrees 23 minutes, 40 seconds East, 652.8 feet to the said point of origin; running thence North 88 degrees, 23 minutes, 40 seconds East along the center line of Mitchell Street 222.23 feet, thence South 27 degrees, 27 minutes, 20 seconds East 494.0 feet to an iron pipe; thence South 62 degrees, 32 minutes, 40 seconds West 200 feet; thence North 27 degrees, 27 minutes, 20 seconds West, 590.9 feet to the place of beginning.

94-382

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Oswego and State of New York, being part of Lot 37 of the 18th Township of Scriba's Patent, bounded and described as follows: Beginning at the southwesterly corner of the property conveyed by Operation Oswego, Inc., the party of the first part herein, to Stephen L. Gallagher, the party of the second part herein, by Deed dated February 20, 1963 and recorded in Oswego County Clerk's Office Book 662 at page 757; thence South 62 deg. 32' 40 seconds West a distance of 200 feet; thence North 27 deg. 27' 20 seconds West to the center line of Mitchell Street; running thence Easterly along the centerline of Mitchell Street to a point in the northwesterly corner of the property conveyed by Operation Oswego, Inc., the party of the first part herein, to Stephen L. Gallagher, the party of the second part herein, by deed dated February 20, 1963 and recorded in the Oswego County Clerk's Office Book of Deeds 662 at page 757; thence South 27 deg. 27' 20 seconds East to the place of beginning, together with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

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02/17/2004 02:31PM
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George J. Williams, County Clerk
LIC

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ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Oswego, County of Oswego and State of New York, First Parcel: All that tract or parcel of land, situate in the City of Oswego, County of Oswego and State of New York, and described as Oswego City East, Township Eighteen (18) Lot Thirty Six (36) Subdivision two (2); Being for title as derived from City Tax Sales of 1900, 1905, 1915, 1916, and 1918 and from County Tax Sales of 1908, 1911, 1912, and 1913.

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The above properties are shown on a survey made by Russell L. Gorman, Licensed Land Surveyor No. 49298, dated February 1, 1994, revised June 21, 1994, intended to be recorded of even date herewith, and more particularly described as follows: **ALL THAT TRACT OR PARCEL OF LAND**, situate in the City of Oswego, County of Oswego and State of New York, being part of Lots 36 and 37 in the 18th Township of Scriba's Patent, Second Ward, and more particularly bounded and described as follows: **BEGINNING** at a point in the centerline of Mitchell Street (F/Baldwin Road) being the northeast corner of Niagara Mohawk Power Corporation (reputed owners); which point is easterly, 963.20 feet along the centerline of Mitchell Street from the intersection of the centerline of St. Paul Street (East 14th Street), and running;

1) Thence, N 88° 23' 40" East, 991.23 feet along the centerline of Mitchell Street to a point being the northwest corner of now or formerly owned by Peter F. Wiltsie as recorded in the Oswego County Clerk's Office in Book 1165 of deeds at page 345;

2) Thence, South 26° 43' 07" East 816.83 feet along the west line of said Wiltsie to a point in the centerline of East Seneca Street;

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George J. Williams, County Clerk
LIC

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4) Thence, N 27° 27' 20" West 383.75 feet along the east line of said Rizzo to a point being the northeast corner of said Rizzo;

5) Thence, South 62° 32' 40" West 550.0 feet along the north line of said Rizzo, D.A. Local 73 Building Corp. as recorded in Book 1182 of deeds at page 20, and a north line of City of Oswego as recorded in book 848 of Deeds at Page 52 to a point;

6) Thence, North 27° 27' 20" West 860.47 feet along the east line of said City of Oswego and aforementioned Niagara Mohawk to the point and place of beginning containing 16.130 acres of land.

Subject to assessments and restrictions of record.

It being intended to describe a parcel of land on Mitchell Street and East Seneca Street in the City of Oswego formerly owned by Stephen L. and Amelia B. Gallagher.

49-345

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George J. Williams, County Clerk
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LC

32.	Inductrial Precision Products, Inc. -to- City of Oswego, Community Development Office	Mortgage For: $50,000.00 Dated: April 2, 2004 Ack.: April 2, 2004 Rec.: April 2, 2004 @ 3:05 PM Instrument # R-2004-00a236

Covers: See Attached

OSWEGO COUNTY CLERK'S OFFICE

GEORGE J. WILLIAMS - COUNTY CLERK

PLEASE TYPE OR LEGIBLY PRINT INFORMATION WITH BLACK INK

SUBMITTED BY: Ticor / Dennis

TYPE OF DOCUMENT: Note and Mortgage

DO NOT DETACH

R-2004-004236
George J. Williams, County Clerk
04/02/2004 03:00PM
Page 1 of 6
MTGE

PARTIES TO TRANSACTION

Industrial Precision Products, Inc.

TO

City of Oswego Community Development

RECORD & RETURN TO
(Name, Address & Zip Code)

Thomas A. Reynolds
Attorney at Law
138 West Fourth Street
Oswego, New York 13126

RECEIPT # 153807

RECORDING FEES

COVER PAGE	$ 7.00
RECORDING FEE CHARGE	$ 5.00
# OF PAGES (INCLUDING COVER PAGE) 6 x 3.00 =	$ 18.00
# OF EXTRA NAMES ____ x .50 =	$ ____
# OF REFERENCES ____ x .50 =	$ ____
# OF CROSS REFERENCES ____ x .50 =	$ ____
# OF EXTRA ASST ____ x 3.50 =	$ ____
TOTAL	$ 30.00

MISCELLANEOUS FEES

X LOC GOVT	$ 20.00
____ TP 584	$ 5.00
____ TP 584 I	$ 5.00
____ RP 5217	$ 50.00
____ 255 AFFID	$ 5.00
____ AFFID # ____	
TOTAL	$ 20.00

DEED TRANSFER TAX

REVENUE STAMPS $ ____

TOWN/CITY/VILLAGE City of Oswego ✓
(COMPLETE FOR MORTGAGE ALSO)

TAX MAP NUMBER # ____

GRAND TOTAL FOR THIS DOCUMENT.....$ 550.00
(include Revenue or Mtge Tax in this total if applicable)

MORTGAGE TAX

MORTGAGE AMT. $ 50,000.00

TOTAL MTGE. TAX $ 500.00

MORTGAGE TYPES

X COMMERCIAL

____ 1 - 2 FAMILY
(THIS MORTGAGE IS TO FINANCE THE ACQUISITION OR IMPROVEMENT OF A ONE OR TWO FAMILY DWELLING.)

____ CREDIT UNION / INDIVIDUAL

____ EXEMPT

(CLERK'S OFFICE ONLY)
REVENUE

CV-0052
R-2004-004236
Exempt
$500000.00

Base	$ 250.00
CNY	$ 125.00
Special	$ 125.00
Total	$ 500.00

CLERK'S INITIALS LK

I HEREBY CERTIFY THAT THE WITHIN AND FOREGOING WAS RECORDED IN THE CLERK'S OFFICE FOR OSWEGO COUNTY, NEW YORK

Deputy County Clerk

Note and Mortgage

$50,000.00 **Date: April 2, 2004**

Parties	Mortgagor	Industrial Precision Products, Inc. 350 Mitchell Street Oswego, New York 13126
	Mortgagee Address	City of Oswego, Community Development Office 20 West Oneida Street Oswego, New York 13126

Promise to pay principal amount (debt) interest payments

Mortgagor promises to pay to Mortgagee or order the sum of
Fifty Thousand and 00/100----------Dollars ($50,000.00)
with interest at the rate of 4.000% per year from the date above until the debt is paid in full.

Mortgagor will pay the debt as follows: Fifty Thousand Dollars ($50,000.00) to be paid in Eighty Four (84) consecutive payments in the amount of $683.44, at 4.000% interest for a period of seven (7) years commencing May 1, 2004 and continuing on the first day of month thereafter until April 1, 2011.

Application of payments

The Mortgagee will apply each payment first to interest charges and then to repayment of the debt.

Address for payment

Payment shall be made at Mortgagee's address above or at any other address Mortgagee directs.

Additional promises and agreements of the Mortgagor:

Transfer of rights in the Property

1. The Mortgagor hereby mortgages to the Mortgagee the Property described in this Note and Mortgage. Mortgagor can lose the Property for failure to keep the promises in this Note and Mortgage.

Property

2. The Property mortgaged (the "Property") is

See Attached Schedule "A"

Mortgaged Late Penalty

3. The regular monthly payment must be made by the 15th of the month within which it is due, or a late penalty of five percent (5%) of the regular monthly payment shall be assessed.

Prepayment

4. This mortgage is subordinate to (a) certain mortgage(s) filed in the Oswego County Clerk's Office in Book of Mortgages at Page (and in Book of Mortgages at Page , and in Book of Mortgages at Page).

5. The Mortgagor may not prepay any Mortgage which this Mortgage is subordinate to until this Mortgage is discharged in full.

Future advances

6. The Mortgagee may make advances in the future to the Mortgagor or future owners of the Property. In addition to the above Debt this Note and Mortgage is intended to secure any more debts now or in the future owed by the Mortgagor to the Mortgagee. The maximum amount of debt secured by this Note and Mortgage shall not be greater than the Debt stated above. Mortgagee is not obligated to make future advances.

Insurance

7. Mortgagor will keep the buildings on the Property insured against loss by fire and other risks included in the standards form of extended coverage insurance. The amount shall be approved by Mortgagee, but shall not exceed full replacement value of the buildings. Mortgagor will assign and deliver the policies to Mortgagee. The policies shall contain the standard New York Mortgage clause in the name of Mortgagee. If Mortgagor fails to keep the buildings insured Mortgagee may obtain the insurance. Within 30 days after notice and demand, Mortgagor must insure the Property again war risk and other risk reasonably required by Mortgagee.

Maintenance

8. Mortgagor will keep the Property in reasonably good repair.

No sale or alteration

9. The Mortgagor may not, without the consent of Mortgagee, (a) alter, demolish or remove the buildings and improvements on the Property, or (b) sell the Property or any part of it.

Taxes, etc.

10. Mortgagor will pay all taxes, assessments, sewer rents or water rates within 30 days after they are due. Mortgagor must show receipts for these payments within 10 days of Mortgagee's demand for them.

Mortgagee's Right to cure

11. Mortgagor authorizes Mortgagee to make payments necessary to correct a default of Mortgagor under Paragraphs 4 and 7 of this Mortgage. Payments made by Mortgagee together with interest at the rate provided in this Note and Mortgage from the date paid until the date of repayment shall be added to the Debt and secured by this Mortgage. Mortgagor shall make repayment with interest within 10 days after demand.

Statement of the amount due (estopple)

12. Within five days after request in person or within ten days after request by mail, Mortgagor shall give to Mortgagee a signed statement of the amount due on this Note and Mortgage and whether there are any offsets or defenses against the Debt.

Title

13. Mortgagor warrants the title to the Property. Mortgagor is responsible for any costs or losses of the Mortgagee if an interest in the Property is claimed by others.

Lien Law §13

14. Mortgagor will receive the advances secured by this Note and Mortgage and will hold the right to receive the advances as a trust fund. The advances will be applied first for the purpose of paying the cost of improvement. Mortgagor will apply the advances first to the payment of the cost of improvement. Mortgagor will apply the advances first to the payment of the cost of improvement before using any part of the total of the advances for any other purpose.

Default, when full

15. Mortgagee may declare the full amount of the Debt to be due and payable immediately for any default. The following are defaults.

Rent due immediately	date it is due; (b) Mortgagor fails to keep any other promise or agreement in this Note and Mortgage within the time stated, or if no time is stated, within a reasonable time after notice is given that Mortgagor is in Default;
Sale	16. If Mortgagor defaults under this Note and Mortgage and the Property is sold at a foreclosure sale, the Property may be sold in one parcel.
Receiver	17. If Mortgagee sues to foreclose the Note and Mortgage, Mortgagee shall have the right to have a receiver appointed to take control of the Property.
Payment of rent and eviction after Default	18 If there is a Default under this Note and Mortgage, Mortgagor must pay monthly in advance to Mortgagee, or to a receiver who may be appointed to take control of the Property, the fair rental for the use and occupancy of the part of the Property that is in the possession of the Mortgagor. If Mortgagor does not pay the rent when due, Mortgagor will vacate and surrender the Property to Mortgagee or to the receiver. Mortgagee may evict Mortgagor by summary proceedings or other court proceedings. Mortgagors will be responsible for Mortgagee's reasonable attorney's fees, costs and disbursements in the event of any enforcement actions, summary proceedings or foreclosure.
Applicable Law	19. Mortgagee shall have all the rights set forth in Section 254, of the New York Real Property Law in addition to Mortgagee's rights set forth in this Note and Mortgage, even if the rights are different from each other.
No oral changes	20 This Note and Mortgage may not be changed or ended orally
Notices	21. Notices, demands or requests may be in writing and may be delivered in person or sent by mail.
Who is bound	22. If there are more than one Mortgagor each shall be separately liable. The words "Mortgagor" and "Mortgagee" shall include their heirs, executors, administrators, successors and assigns If there are more than one Mortgagor or Mortgagee the words "Mortgagor" and "Mortgagee" used in this Mortgage includes them.
Signatures	Mortgagor states that Mortgagor has read this Note and Mortgage, received a completed filled in copy of it and has signed this Note and Mortgage as of the date at the top of the first page.

Industrial Precision Products, Inc. By:

William J. Gallagher, President

State of New York, County of Oswego ss.:

On April 2 2004, before me, the undersigned, personally appeared

William J. Gallagher, President of Industrial Precision Products, Inc.

personally known to me or proved to me on the basis of satisfactory evidence to 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

THOMAS A. REYNOLDS NO. 4804336
Notary Public, State of New York
Qualified in Oswego County
My Commission Expires May 31, 2006

R-2004-004236
04/02/2004 03:06PM
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MTGE
George J. Williams, County Clerk

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Oswego, County of Oswego and State of New York, being a part of Lots 36 and 37 of the Eighteenth Township, Scriba's Patent, bounded and described as follows: Beginning at a point in the center line of Mitchell Street (formerly known as Baldwin Road), said point being 1352.1 feet easterly from the intersection of said center line of Mitchell Street with the center line of St. Paul Street, said distance being measured from St. Paul Street as follows: North 79 degrees, 21 minutes East, 699.3 feet to a point, and North 88 degrees 23 minutes, 40 seconds East, 652.8 feet to the said point of origin; running thence North 88 degrees, 23 minutes, 40 seconds East along the center line of Mitchell Street 222.23 feet, thence South 27 degrees, 27 minutes, 20 seconds East 494.0 feet to an iron pipe; thence South 62 degrees, 32 minutes, 40 seconds West 200 feet; thence North 27 degrees, 27 minutes, 20 seconds West, 590.9 feet to the place of beginning.

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Oswego and State of New York, being part of Lot 37 of the 18th Township of Scriba's Patent, bounded and described as follows: Beginning at the southwesterly corner of the property conveyed by Operation Oswego, Inc., the party of the first part herein, to Stephen L. Gallagher, the party of the second part herein, by Deed dated February 20, 1963 and recorded in Oswego County Clerk's Office Book 662 at page 757; thence South 62 deg. 32' 40 seconds West a distance of 200 feet; thence North 27 deg. 27' 20 seconds West to the center line of Mitchell Street; running thence Easterly along the centerline of Mitchell Street to a point in the northwesterly corner of the property conveyed by Operation Oswego, Inc., the party of the first part herein, to Stephen L. Gallagher, the party of the second part herein, by deed dated February 20, 1963 and recorded in the Oswego County Clerk's Office Book of Deeds 662 at page 757; thence South 27 deg. 27' 20 seconds East to the place of beginning, together with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Oswego, County of Oswego and State of New York, being a part of Lots 36 and 37, of the Eighteenth Township of Scriba's Patent, bounded and described as follows: BEGINNING at the southwesterly corner of the property conveyed by Operation Oswego County, Inc., to Stephen L. Gallagher by deed dated the 2nd day of December, 1964, which deed is shown in Book 677 at page 661; thence North 62 deg. 32' 40" East 400 feet to a point; thence South 27 deg. 27' 20" East 100 feet to a point; thence South 62 deg. 32' 40" West 550 feet to an iron bar; thence North 27 deg. 27' 20" West, 573.25 feet to a point in the center line of Mitchell Street; formerly known as the Baldwin Road; thence North 88 deg. 23' 40"

book 677 at page 681; thence South 27 deg. 27' 20" East 687.80 feet to the place of beginning. Being a portion of premises delineated on a map entitled "Survey of Part of Lot 37, Eighteenth Township, Scriba's Patent", dated August 21, 1970, prepared by Donald S. Severance, L.S. #35613, which has been heretofore filed in the Oswego County Clerk's Office.

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Oswego, County of Oswego and State of New York, First Parcel: All that tract or parcel of land, situate in the City of Oswego, County of Oswego and State of New York, and described as Oswego City East, Township Eighteen (18) Lot Thirty Six (36) Subdivision two (2); Being for title as derived from City Tax Sales of 1900, 1905, 1915, 1916, and 1918 and from County Tax Sales of 1908, 1911, 1912, and 1913.

ALL THAT TRACT OR PARCEL OF LAND, situate in the Second Ward of the City of Oswego, County of Oswego and State of New York, and being a part of Lot Number thirty-six (36) of the Eighteenth Township of Scriba's Patent, and bounded and described as follows: Beginning in the centerline of Seneca Street at a point twenty rods and 6/100 of a rod from the southwest corner of said Lot No. 36; thence easterly along the center of Seneca Street aforesaid eleven and 34/100 rods; thence northerly forty-nine and 44/100 rods; to the center of the Baldwin Road thence westerly along the center of said Baldwin Road to a point fifty four and 34/100 rods from the place of beginning; thence southerly along the west line of the parcel hereby conveyed fifty-four and 34/100 rods to the place of beginning.

The above properties are shown on a survey made by Russell L. Getman, Licensed Land Surveyor No. 49298, dated February 1, 1994, revised June 21, 1994, intended to be recorded of even date herewith, and more particularly described as follows: **ALL THAT TRACT OR PARCEL OF LAND**, situate in the City of Oswego, County of Oswego and State of New York, being part of Lots 36 and 37 in the 18th Township of Scriba's Patent, Second Ward, and more particularly bounded and described as follows: **BEGINNING** at a point in the centerline of Mitchell Street (F/Baldwin Road) being the northeast corner of Niagara Mohawk Power Corporation (reputed owners); which point is easterly, 963.20 feet along the centerline of Mitchell Street from the intersection of the centerline of St. Paul Street (East 14th Street), and running;

1) Thence, N 88° 23' 40" East, 991.23 feet along the centerline of Mitchell Street to a point being the northwest corner of now or formerly owned by Peter F. Wiltsie as recorded in the Oswego County Clerk's Office in Book 1165 of deeds at page 245;

2) Thence, South 26° 43' 07" East 816.83 feet along the west line of said Wiltsie to a point in the centerline of East Seneca Street;

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04/02/2004 03:05PM
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George J. Williams, County Clerk
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3) Thence, South 62° 32' 40" West 331.58 feet along the centerline of East Seneca Street to a point being the southeast corner of Frank Rizzo as recorded in Book 968 of deeds at page 249.

4) Thence, N 27° 27' 20" West 383.75 feet along the east line of said Rizzo to a point being the northeast corner of said Rizzo;

5) Thence, South 62° 32' 40" West 550.0 feet along the north line of said Rizzo, U.A. Local 73 Building Corp. as recorded in Book 1182 of deeds at page 20, and a north line of City of Oswego as recorded in book 848 of Deeds at Page 52 to a point;

6) Thence, North 27° 27' 20" West 860.47 feet along the east line of said City of Oswego and aforementioned Niagara Mohawk to the point and place of beginning containing 16.130 acres of land.

Subject to easements and restrictions of record.

It being intended to describe a parcel of land on Mitchell Street and East Seneca Street in the City of Oswego formerly owned by Stephen L. and Amalia B. Gallagher.

George J. Williams, County Clerk
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33. Industrial Precision Products, Inc., William J. Gallagher
-to-
City of Oswego Community Development Office

Financing Statement
File No.: U-2004-00067
Filed: April 2, 2004 @ 3:11 PM

See Attached

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Thomas A. Reynolds (315)343-2451

B. SEND ACKNOWLEDGMENT TO (Name and Address)

Reynolds & McGowan, PLLC
Thomas A. Reynolds, Esq.
138 West Fourth Street
Oswego, New York 13126

(33

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
Industrial Precision Products, Inc.

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
350 Mitchell Street	Oswego	NY	13126	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		Corporation	New York State	XX NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
Gallagher,	William	J.	

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
350 Mitchell Street	Oswego	NY	13126	USA

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR SP) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
City of Oswego Community Development Office

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
n/a			

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
20 West Oneida Street	Oswego	NY	13126	USA

4. This FINANCING STATEMENT covers the following collateral:

See Attached Schedule A

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George J. Williams, County Clerk

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR | CONSIGNEE/CONSIGNOR | BAILEE/BAILOR | SELLER/BUYER | AG. LIEN | NON-UCC FILING

6. [X] THIS FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) ADDITIONAL FEE: All Debtors | Debtor 1 | Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME: Industrial Precision Products, Inc.

OR

9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME,SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

11c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

11d. SEE INSTRUCTIONS | ADDL INFO RE ORGANIZATION DEBTOR | 11e. TYPE OF ORGANIZATION | 11f. JURISDICTION OF ORGANIZATION | 11g. ORGANIZATIONAL ID #, if any ☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S ☒ ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

12c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing.

14. Description of real estate:

350 Mitchell Street
Oswego, New York 13126

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

William J. and Kathryn P. Gallagher
350 Mitchell Street
Oswego, New York 13126

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only two boxes.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

Debtor – Industrial Precision Products, Inc., William J. Gallagher and Kathryn P. Gallagher

Secured Party– City of Oswego Community Development Office

SCHEDULE A

Schedule of Collateral

1. All equipment, fixtures and other articles of personal property now owned by the Borrower/Debtor or hereafter acquired in the business known as Industrial Precision Products, Inc., presently located at 350 Mitchell Street, Oswego, New York 13126, including:

See attached list

2. Security interest in all inventories of the Borrower/Debtor, now owned, held and hereafter to be acquired and/or created in said business outlined in #1 above.

3. This Schedule of Collateral shall be deemed to include all replacement equipment and other items of personality; and all proceeds from any insurance recovery due to the theft, damage, loss or destruction of any of the Collateral listed on this Schedule.

4. All of Borrower(s)/Debtor(s) now owned and hereafter acquired general intangibles and other rights used or arising in the operation of Borrower(s) business as previously, now or hereafter constituted, including but not limited to trademarks, copyrights, copyrighted material, licenses, franchises, rights under licensing and franchising agreement, computer software programs, plans and specifications, patterns, molds, manuals and technical material and know-how of every kind and character.

George J. Williams, County Clerk
U-2004-00067
04/02/2004 03:11Pm
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Monarch VMC-150, 4 Axis Vertical Machining Center with Tool Changer
Serial No.: 82578

Bullard 46" Dynatrol V.T.L.
Serial No.: 32927

Schiess 100" V.T.L.
Serial No.: 177.700/171.828

MHP Hydra-Path III
CNC 3 Axis Bed Mill
Serial No.: 71598

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Page: 4 of 4
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TICOR TITLE INSURANCE COMPANY
34 E. BRIDGE ST. -STE 200, OSWEGO, NY 13126

TAX SEARCH

SEARCH NO. 5404-00912 TITLE INSURANCE NO.:

Property Information

TOWN:	City of East Oswego
LOT:	HG T P 18, L 36, 37
TRACT OR SUBDIVISION:	
NAME OF STREET:	350 Mitchell St
TAX LOT NO.:	110.84-01-02 000
ASSESSED VALUE:	$578,000.00

TICOR TITLE INSURANCE COMPANY, a California corporation, for a valuable consideration to it paid, hereby certifies to the schedule below for taxes, now payable, levied and assessed against the real estate described as above on the tax rolls of the City of Oswego.

ASSESSED TO: Industrial Precision Products, Inc.

PURSUANT TO NEW YORK REAL PROPERTY TAX LAW SECTIONS 302 AND 520, THE REAL ESTATE TAX LIABILITY MAY BE AFFECTED UPON TRANSFER OF TITLE, IF PREMISES HAVE A PARTIAL OR FULL EXEMPTION.

Acres: 16.13

Roll ID Number. 054-008-000

2004 $4,940.17 PAID

2003 TAXES PAID

NOTE. 2003 - 2004 SCHOOL TAXES PAID

TICOR TITLE INSURANCE COMPANY

By _____
Authorized Signatory

Dated JUNE 28, 2004

#3

TAXS2

TICOR TITLE INSURANCE COMPANY

34 E. BRIDGE ST. -STE 200, OSWEGO, NY 13126

TAX SEARCH

SEARCH NO. 5404-00912 TITLE INSURANCE NO.: 5403-25262

Property Information

TOWN:	City of Oswego, East
LOT:	HGTP 18, L 36, 37
TRACT OR SUBDIVISION:	
NAME OF STREET:	350 Mitchell Street

TAX LOT NO.:	110.84-01-02.000
ASSESSED VALUE:	$578,000 00

TICOR TITLE INSURANCE COMPANY, a California corporation, for a valuable consideration to it paid, hereby certifies to the schedule below for taxes, now payable, levied and assessed against the real estate described as above on the tax rolls of the County of Oswego, exclusive of the City of Oswego.

ASSESSED TO: Industrial Precision Products, Inc.

PURSUANT TO NEW YORK REAL PROPERTY TAX LAW SECTIONS 302 AND 520, THE REAL ESTATE TAX LIABILITY MAY BE AFFECTED UPON TRANSFER OF TITLE, IF PREMISES HAVE A PARTIAL OR FULL EXEMPTION.

Acres - 16.13
Roll ID 054-008

2004 $6,179.15 PAID

2003 TAXES PAID

2002/2003 School Tax PAID

TICOR TITLE INSURANCE COMPANY

By _____
Authorized Signatory

Dated JUNE 28, 2004

#3

TAXS

American Land Title Association | Commitment

ALTA Standard Form (1966)

Ticor Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

TICOR TITLE INSURANCE COMPANY, a corporation of California, herein called the Company, for a valuable consideration, hereby commits to issue the ALTA (10-17-92) Owner's or Lender's form of insurance policy as modified by the New York Coverage Endorsements or any other policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations which are hereby incorporated by reference and are made a part of the Commitment.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Ticor Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

Issued By:

TICOR TITLE INSURANCE COMPANY
34 E. BRIDGE ST. -STE 200
OSWEGO, NY 13126
Tel (315)342-2184 Fax (315)342-5959

TICOR TITLE INSURANCE COMPANY

By

President

Attest

Secretary

Countersigned

TICOR TITLE INSURANCE COMPANY

No.: 5403-25262

Authorized Signatory

CJ66A 6/96

Issued By:
TICOR TITLE INSURANCE COMPANY — Schedule A

COMMITMENT FOR TITLE INSURANCE
REV 2 (7/15/04)

No: 5403-25262

Effective Date: May 20, 2003 REV 2 (7/15/04)

1. Policy or Policies to be issued:
OWNER'S POLICY 1: ALTA OWNER'S (10-17-92) $ (TO BE DETERMINED)
Proposed Insured:
PAS Oswego Site Trust

OWNER'S POLICY 2:
Proposed Insured:
N/A

LOAN POLICY 1:
Proposed Insured:
N/A

Borrower:

LOAN POLICY 2:
Proposed Insured:
N/A

Borrower:

2. The estate or interest in the land described or referred to herein and which is covered by this Commitment is a
FEE SIMPLE
and at the Effective Date of this Commitment is vested in:

(CONTINUED)

3. The land referred to in this Commitment is described as follows:
Address: 350 Mitchell Street
City/Town: Oswego
County: Oswego
State: NY
Lot No.:
Subdivision:

(Legal Description Continued on Attached Page)

This Commitment is valid only if Schedule B is attached.

No: 5403-25262

2. The estate or interest in the land described in this Commitment is, at the Effective Date, vested in (cont'd):

Industrial Precision Products, Inc.

by Executor's Deed made by Stephen C. Greene, as Preliminary executor of the last will and testament of Amelia B. Gallagher, deceased, to Industrial Precision Products, Inc. dated July 28, 1994 and recorded July 28, 1994 in Liber 1256 of Deeds at page 158&c.

No: 5403-25262

The land referred to in this Commitment is described as follows:

AN EASEMENT OVER PREMISES DESCRIBED AS:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Oswego and State of New York, being part of Lot 37 of the 18th Township of Scriba's Patent, bounded and described as follows: Beginning at the southwesterly corner of the property conveyed by Operation Oswego, Inc., the party of the first part herein, to Stephen L. Gallagher, the party of the second part herein, by Deed dated February 20, 1963 and recorded in Oswego County Clerk's Office Book 662 at page 757; thence South 62 deg. 32' 40 seconds West a distance of 200 feet; thence North 27 deg. 27' 20 seconds West to the center line of Mitchell Street; running thence Easterly along the centerline of Mitchell Street to a point in the northwesterly corner of the property conveyed by Operation Oswego, Inc., the party of the first part herein, to Stephen L. Gallagher, the party of the second part herein, by deed dated February 20, 1963 and recorded in the Oswego County Clerk's Office Book of Deeds 662 at page 757; thence South 27 deg. 27' 20 seconds East to the place o beginning, together with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

Being the same premises conveyed to Stephen L. Gallagher and Amelia B. Gallager from Stepehn L. Gallagher by deed recorded in the Oswego County Clerk's Office in Book 813 at page 294.

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Oswego, County of Oswego and State of New York, being a part of Lots 36 and 37, of the Eighteenth Township of Scriba's Patent, bounded and described as follows: BEGINNING at the southwesterly corner of the property conveyed by Operation Oswego County, Inc., to Stephen L. Gallagher by deed dated the 2nd day of December, 1964, which deed is shown in Book 677 at page 661; thence North 62 deg. 32' 40" East 400 feet to a point; thence South 27 deg. 27' 20" East 100 feet to a point; thence South 62 deg. 32' 40" West 550 feet to an iron bar; thence North 27 deg. 27' 20" West, 573.25 feet to a point in the center line of Mitchell Street; formerly known as the Baldwin Road; thence North 88 deg. 23' 40" East along the center line of Mitchell Street 166.67 feet to the northwest corner of said premises described in said deed shown at Book 677 at page 661; thence South 27 deg. 27' 20" East 687.80 feet to the place of beginning. Being a portion of premises delineated on a map entitled "Survey of Part of Lot 37, Eighteenth Township, Scriba's Patent", dated August 21, 1970, prepared by Donald S. Severance, L.S. #35613, which has been heretofore filed in the Oswego County Clerk's Office.

Being the same premises conveyed to Stephen L. Gallagher and Amelia B. Gallagher from Operation Oswego County by deed recorded in the Oswego County Clerk's Office in Book 741 at page 567.

No: 5403-25262

REQUIREMENTS

The following requirements must be complied with prior to the policy being issued:

1. The nature of the transaction to be insured herein must be disclosed to the Company prior to closing. Title may be subject to additional exceptions as may be appropriate after disclosure of the type transaction.
2. Mortgage in the amount of $325,000.00 and interest made by Industrial Precision Products, Inc. to Key Bank of New York dated July 28, 1994 and recorded in the Oswego County Clerk's Office on July 28, 1994 in Book 1593 of Mortgages at page 236&c.
3. Mortgage in the amount of $246,000.00 and interest made by Industrial Precision Products, Inc. to KeyBank National Association dated October 1997 and recorded in the Oswego County Clerk's Office on October 28, 1997 in Book 1928 of Mortgages at page 212&c.
4. Mortgage in the amount of $80,000.00 and interest made by Industrial Precision Products, Inc. to County of Oswego Industrial Development Agency dated January 16, 2004 and recorded in the Oswego County Clerk's Office on January 20, 2004, Instrument #R-2004-000774.
5. Financing Statement from Industrial Precision Products, Inc. and William J. Gallagher to County of Oswego Industrial Development Agency filed January 20, 2004, Instrument #U-2004-00006.
6. Mortgage in the amount of $50,000.00 and interest made by Industrial Precision Products, Inc. to City of Oswego, Community Development Office dated April 2, 2004 and recorded in the Oswego County Clerk's Office on April 2, 2004, Instrument #R-2004-004236.
7. Financing Statement from Industrial Precision Products, Inc. and William J. Gallagher to City of Oswego Community Development Office filed April 2, 2004, Instrument #U-2004-00067.
8. As of the date of this report, the 2004-2005 School Taxes are a lien but are not yet due and payable.
9. Rights of the tenants, and/or others in possession, if any.
10. Franchise tax against Industrial Precision Products, Inc. (Being investigated. Report ordered on July 16, 2004.)
11. Proof of PAS Oswego Site due formation and continued good standing must be submitted for consideration prior to closing.
12. Satisfactory proof of good standing and proof of authority for the conveyance by the corporation shall be established.
13. Any state of facts that an accurate survey would show or an inspection of the premises would disclose.
14. Findings, if any, upon continuation of Abstract of Title No. 5403-00689 dated May 20, 2003.

No: 5403-25262

EXCEPTIONS

The Owner's Policy will be subject to the mortgage, if any, shown on Schedule B, Section 1 hereof. Schedule B of the Policy or Policies to be issued will contain exceptions to the following matters unless they are taken care of to our satisfaction:

1. No title is insured to the land lying within the lines of any road or highway.
2. Appropriation dated December 4, 1986 from the People of the State of New York filed April 7, 1987, File #2059, Project: PAS Oswego Site.
3. Appropriation dated December 4, 1986 from the People of the State of New York filed June 29, 1987, File #2061, Project: PAS Oswego Site, Proceeding 8595, HW-Oswego 1500.
4. The exact acreage of the premises is not insured.
5. Financing Statement from Industrial Precision Products, Inc. to Key Bank of NY filed July 28, 1994, File No. 94-2952.

   NOTE: Above UCC continued by File No. 99-778, filed March 5, 1999.

   NOTE: Above UCC continued by Instrument #U-2004-00024, filed February 17, 2004.
6. Financing Statement from Industrial Precision Products, Inc. to Key Bank of NY filed July 28, 1994, File No. 94-2953.

   NOTE: Above UCC continued by File No. 99-777, filed March 15, 1999.

   NOTE: Above UCC continued by Instrument #U-2004-00022, filed February 13, 2004.
7. Financing Statement from Industrial Precision Products, Inc. to County of Oswego Industrial Development Agency filed August 3, 1994, File No. 94-3018.

   NOTE: Above UCC continued by File No. 99-1104, filed April 16, 1999.
8. Financing Statement from Industrial Precision Products, Inc. to County of Oswego Industrial Development Agency filed November 26, 1997, File No. 97-003548.

   NOTE: Above UCC continued by File No. U-2002-00052, filed February 25, 2002.
9. Financing Statement from Industrial Precision Products, Inc. to Key Bank National Assoc. filed January 5, 1998, File No. 98-000050.

   NOTE: Above UCC continued by File No. U-2002-00198, filed August 20, 2002.

ALTA Standard Form (1966)

Conditions and Stipulations

1. The term "mortgage," when used herein, shall include charge, mortgage, hypotheque, deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies committed for in favour of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

Commitment No.: 5403-25262

Neal J. Smith

Director of Code Enforcement

John J. Gasek
Mayor

July 2, 2003

Mr. Clay McClamon
450 Mountbrook Lane
Knoxville, TN 37919

RE: Well Regulator

Dear Mr. McClamon:

I am responding to your recent question relative to the City of Oswego's regulations for the installation of wells.

Pursuant to Section 602.3 (see attachment) of the Plumbing Code of New York State, wells are only permitted in locations that do not have access to a potable public water supply system.

In accordance with this section, the City does not allow wells to be created since a municipal water system is available.

I trust that your question has been answered. If not, please contact me for further assistance.

Sincerely,

Neal J. Smith, Director
Department of Code Enforcement

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NJS/vc

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New York State Sanitary Code [10 NYCRR §§ 5-2.1 et seq.].

5-2.1 Statement. The improper construction, operation, maintenance or abandonment of water wells and the improper installation of water well pumps and pumping equipment represent a potential hazard to public health and safety. More than two million people in New York State depend upon private or individual water well supplies as their only sources of drinking water because public water supply systems are not available to serve them. To assure such consumers that the ground waters available to them will be reasonably and sanitary for drinking, culinary or food processing purposes, the following regulations for water well construction have been promulgated.

5-2.2 Scope. Minimum requirements are hereby prescribed governing the location, construction and abandonment of water wells used for drinking, culinary and food processing purposes other than municipal or public sources, together with procedures relating thereto, in implementation of this Subpart. No person shall construct or abandon or cause to be constructed or abandoned, any water well, nor shall any person install or cause to be installed, any pump or pumping equipment contrary to this Subpart. Distribution of water beyond the point of discharge from the storage or pressure tank, or beyond the point of discharge from the pump if no tank is employed and to wells used or intended to be used as a source of water supply for public water supply systems, or to any pump, well, or other equipment used temporarily for de-watering purposes shall comply with all other applicable State and local regulations.

5-2.3 Definitions. As used in this Subpart:

(a) Abandoned well means a well whose use has been permanently discontinued. A well shall be deemed abandoned if it is in such a state of disrepair that continued use for the purpose of obtaining a satisfactory ground water supply is impracticable.

(b) Applicant means the owner, lessee or other person having the possession and control of property on which a well is to be constructed or abandoned.

(c) Construction of water wells means all acts necessary to obtain ground water by wells, including the location and excavation of the well.

(d) Permit-issuing official means the health commissioner or health officer of a city of 50,000 population or over, the health commissioner or health officer of a county or part-county health district, the State regional health director or area director having jurisdiction, a grade I or grade II public health administrator qualified and appointed pursuant to Part 11 of this Title, or any county health director having all the powers and duties prescribed in section 352 of the Public Health Law. The health commissioner or health officer of a city of 50,000 population or over, or the health commissioner or health officer of a county or part-county health district, or such grade I or grade II public health administrator or county health director may designate the director of environmental health of such district; and the State regional health director or area director may designate the district sanitary engineer as additional persons authorized to issue the permits required by this Part.

(e) Installation of pumps and pumping equipment means the procedure employed in the placement, protection and preparation for operation of pumps and pumping equipment, including all construction involved in making entrance to the well and establishing seals.

(f) Person means any individual, public or private corporation, political subdivision, government agency, municipality, industry, copartnership, association, firm, trust, estate or any other legal entity.

(g) Pumps and pumping equipment means any equipment or materials utilized or intended for use in withdrawing or obtaining ground water for any use; including, without limitation, seals and tanks, together with fittings and controls.

(h) Yield means the quantity of water per unit of time, per foot of drawdown which may flow or be pumped from a well at a stabilized drawdown water level.

(i) Specific capacity means the rate of yield of well per unit drawdown expressed either as gallons per minute per food or as liters per minute per meter.

(j) Water well contractor means any person, firm or corporation engaged in the business of constructing water wells.

(k) Well means any excavation that is drilled, cored, bored, washed, driven, dug, jetted, or otherwise constructed when the intended use of such excavation is for the location or acquisition of ground water, but such term does not include an excavation made for the purpose of obtaining or for prospecting for oil, natural, gas, minerals, or products of mining or quarrying, or for inserting media to repressure oil or natural gas-bearing formation or for storing petroleum, natural gas or other products.

5-2.4 Need for permit. No person shall construct or abandon any water well unless a permit has first been secured from the permit issuing official.

5-2.5 Applications. Applications for a permit to construct or abandon a water well shall be directed to the permit issuing official by the applicant or his agent and shall be on a form prescribed by the State Department of Health.

5-2.6 Permit. The permit issuing official shall issue a permit whenever he finds that an application is in proper form and contains required information, provided that on the basis of the information therein contained, the proposed location, construction, abandonment or installation will not be contrary to applicable law, rules or regulations. Such permit, may, at the discretion of the permit issuing official, direct the applicant to file a "compliance notice" as hereinafter provided.

5-2.7 Notice of disapproval and appeal. The permit issuing official shall issue a "notice of disapproval" whenever he finds that an application fails to meet the requirements for issuance of a permit as hereinabove provided. Such notice shall:

(a) state the grounds for disapproval, and

(b) be served upon the applicant or his agent, provided, however, that such notice shall be deemed to be properly served upon such applicant or agent, if a copy thereof is sent by registered or certified mail to his last known address, or if he is served by such other methods as are, or may be authorized, under the laws of this State governing personal service of process upon individuals. Such notice may state any remedial action which, if taken, will effect compliance with this Subpart and permit approval of the application.

5-2.8 Application to construct a water well. An application for permission to construct a water well shall be submitted by the applicant or his agent and contain the following information:

(a) name and address of the applicant;

(b) legal or other description adequate to locate the property and the well;

(c) name and address of the water well contractor;

(d) estimated depth in feet and method of construction;

(e) purpose for which well is to be used and desired yield;

(f) proposed diameter of the well and drillhole in inches;

(g) type and depth of the proposed well casing;

(h) approximate distance and relative elevation to well of any potential sources of ground water pollution which may be located within 200 feet of such well including, without limitation, the following: privy, sewage seepage pit, sewage filter bed, sewage disposal field, underground sewers, septic tank, storm water drain, building

foundation drain, milk house drain outlet, manure pile, barn gutter, silo, abandoned well, other well, sink hole, cow yard, hog lot, chicken yard, other animal yard, stone quarry, mine, rock outcrop, rain water cistern, solid waste disposal site, calcium or salt piles;

(i) distance to well from existing and proposed structures, as well as property lines located within 100 feet;

(j) statement of whether site is subject to flooding; and

(k) statement regarding the availability of a public water supply.

5-2.9 Completed works. Within 30 days of the completion of water well construction, the applicant or his agent shall:

(a) pump the well until the water is clear;

(b) disinfect the well in accordance with the requirements of the permit issuing official; and

(c) submit a well log to the permit issuing official. Such well log shall specify the well location, depth and diameter, formations penetrated, casing length, extent and nature of grouting, well output tests and associated water levels, and any other information required by the permit issuing official. In addition, analytical data of the water quality associated with such well shall be submitted when available.

5-2.10 Certificate or letter of compliance. Upon satisfactory completion of the requirements of the permit issuing official as contained in sections 5-2.9 and 5-2.13 of this Subpart, a certificate of compliance will be issued to the applicant.

5-2.11 Notification of abandonment of a water well. Every abandoned well shall be sealed or closed so as to protect the aquifer from pollution and to prevent a hazard to life or property. If such well is to be sealed or closed the owner of the property shall make application of notification to abandon such water well and provide the following information:

(a) name and address of the applicant;

(b) legal or other description adequate to locate the property and the well;

(c) name and address of the water well contractor employed to perform the work herein required for abandonment;

(d) type and description of well;

(e) reason for abandonment; and

(f) description of work to be performed to effect abandonment.

5-2.12 Variance.

(a) Where the permit-issuing official finds that compliance with all requirements of this Subpart would result in undue hardship, a variance from any one or more such requirements may be granted by the State Department of Health to the extent necessary to ameliorate such undue hardship and to the extent such variance can be granted without impairing the intent and purpose of this Subpart.

(b) An application for a variance shall be submitted to the permit-issuing official by the applicant including any requested additional information concerning the application.

5-2.13 General provisions. Provisions and standards applicable to the construction and location of all water wells, and the installation of all pumps and pumping equipment contained in Appendix 5-B of this Title shall be used as the basis for issuing or denying a permit.

5-2.14 Applicability. The requirements of this Subpart shall:

(a) Apply within a county health district, a part-county health district, and a city having a city health department, when adopted by the appropriate local authority.

(b) Apply in those State district health areas designated by the State Commissioner of Health.

CHAPTER 6

WATER SUPPLY AND DISTRIBUTION

SECTION 601
GENERAL

601.1 Scope. This chapter shall govern the materials, design and installation of water supply systems, both hot and cold, for utilization in connection with human occupancy and habitation and shall govern the installation of individual water supply systems.

601.2 Solar energy utilization. Solar energy systems used for heating potable water or using an independent medium for heating potable water shall comply with the applicable requirements of this code. The use of solar energy shall not compromise the requirements for cross connection or protection of the potable water supply system required by this code.

601.3 Existing piping used for grounding. Existing metallic water service piping used for electrical grounding shall not be replaced with nonmetallic pipe or tubing until other approved means of grounding are provided.

601.4 Tests. The potable water distribution system shall be tested in accordance with Section 312.5.

SECTION 602
WATER REQUIRED

602.1 General. Every structure equipped with plumbing fixtures and utilized for human occupancy or habitation shall be provided with a potable supply of water in the amounts and at the pressures specified in this chapter.

602.2 Potable water required. Only potable water shall be supplied to plumbing fixtures that provide water for drinking, bathing or culinary purposes, or for the processing of food, medical or pharmaceutical products. Unless otherwise provided in this code, potable water shall be supplied to all plumbing fixtures.

602.3 Individual water supply. Where an existing potable public water supply is not available, individual sources of potable water supply shall be utilized.

602.3.1 Sources. Dependent on geological and soil conditions and the amount of rainfall, individual water supplies are of the following types: drilled well, driven well or dug well in accordance with the applicable New York State Department of Health regulations.

602.3.2 Minimum quantity. The combined capacity of the source and storage in an individual water supply system shall supply the fixtures with water at rates and pressures as required by this chapter.

602.3.3 Water quality. Water from an individual water supply shall be approved as potable by the authority having jurisdiction prior to connection to the plumbing system, in accordance with the applicable New York State Department of Health regulations.

602.3.4 Disinfection of system. After construction or major repair, the individual water supply system shall be purged of deleterious matter and disinfected in accordance with Section 610.

602.3.5 Pumps. Pumps shall be rated for the transport of potable water. Pumps in an individual water supply system shall be constructed and installed so as to prevent contamination from entering a potable water supply through the pump units. Pumps shall be sealed to the well casing or covered with a water-tight seal. Pumps shall be designed to maintain a prime and installed such that ready access is provided to the pump parts of the entire assembly for repairs. Electrical components of pumps shall be in accordance with Chapter 27 of the *Building Code of New York State*.

602.3.5.1 Pump enclosure. The pump room or enclosure around a well pump shall be drained and protected from freezing by heating or other approved means. Where pumps are installed in basements, such pumps shall be mounted on a block or shelf not less than 18 inches (457 mm) above the basement floor. Well pits shall be prohibited.

SECTION 603
WATER SERVICE

603.1 Size of water service pipe. The water service pipe shall be sized to supply water to the structure in the quantities and at the pressures required in this code. The minimum diameter of water service pipe shall be $^3/_4$ inch (19.1 mm).

603.2 Separation of water service and building sewer. Water service pipe and the building sewer shall be separated by 5 feet (1524 mm) of undisturbed or compacted earth.

Exception: The required separation distance shall not apply where the bottom of the water service pipe within 5 feet (1524 mm) of the sewer is a minimum of 12 inches (305 mm) above the top of the highest point of the sewer and the pipe materials conform to Section 703.1.

603.2.1 Water service near sources of pollution. Potable water service pipes shall not be located in, under or above cesspools, septic tanks, septic tank drainage fields or seepage pits (see Section 605.2 for soil and groundwater conditions).