



ONEIDA COUNTY – STATE OF NEW YORK
SANDRA J. DEPERNO COUNTY CLERK
800 PARK AVENUE, UTICA, NEW YORK 13501

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



INSTRUMENT #: 2020-017045

Receipt#: 20201008755

Clerk: GA

Rec Date: 12/03/2020 02:47:04 PM

Doc Grp: RP

Descrip: DEED

Num Pgs: 10

Party1: UNITED STATES OF AMERICA

Party2: ONEIDA COUNTY INDUSTRIAL
DEVELOPMENT AGENCY

Town: ROME

Recording:

Cover Page	20.00
Number of Pages	50.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Notice of Transfer of Sal	0.00
RP5217 - County	4.50
RP5217 - County Clerk	4.50
RP5217 All others - State	241.00

Sub Total: 345.00

Transfer Tax

Transfer Tax 0.00

Sub Total: 0.00

Total: 345.00

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

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

Transfer Tax #: 2510

Transfer Tax

Consideration: 0.00

Total: 0.00

Record and Return To:

ONEIDA COUNTY IDA
584 PHOENIX DR
ROME NY 13441

WARNING***

I hereby certify that the within and foregoing was recorded in the Oneida County Clerk's Office, State of New York. This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Sandra J. DePerno
Oneida County Clerk

QUITCLAIM DEED
WITH CERLA 120(h)(3) NOTICE and COVENANTS

WHEN RECORDED RETURN TO: **Oneida County Industrial Development Agency**
584 Phoenix Drive
Rome, New York 13441
Attn: Shawna Papale
Executive Director

I. PARTIES

THIS QUITCLAIM DEED, made and entered into between the **UNITED STATES OF AMERICA**, hereinafter referred to as **GRANTOR**, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in The National Defense Authorization Act (NDAA) for Fiscal Year 2005, Public Law 108-375, Section 2873; as amended by the National Defense Authorization Act of 2010, Public Law PL 111-84, Section 2857; and delegations and regulations promulgated thereunder, and the **ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY (OCIDA)**, an instrumentality and public benefit corporation created under the laws of the State of New York (the "Grantee"). (Unless the context otherwise specifically states, when used in this Deed, "Grantor" includes the assigns of the Grantor and "Grantee" includes the successors and assigns of the Grantee.)

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid by the Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, has remised, released, and deeded, and by these presents does remise, release, and quitclaim unto the Grantee, whose post office address is 584 Phoenix Drive, Rome New York 13441-4105, all the right, title, interest, claim, and demand that the Grantor has in and to the real property, situated, lying, and being in the City of Rome, County of Oneida, and State of New York, consisting of approximately 1.742 acres of land, more or less, more particularly described as follows:

ALL THAT PIECE OR PARCEL OF REAL PROPERTY, lying and being part of Great Lot 2, of the Fifth Allotment of the Oriskany Patent, City of Rome, County of Oneida, and State of New York bounded and described as follows:

Commencing at a point of reference, a concrete property monument found, said monument having coordinate of N 46,492.12, E 46,617.28, and said monument being shown on a map entitled Rome Air Depot, Rome, New York, Boundary Map, made by the U.S. Engineers Office, Syracuse District, Syracuse, New York, dated October, 1941, and revised April 8, 1946, having a drawing number 7805-BM; thence N36°-59'-36"E,

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DEED
10 Pages
Sandra J. DePerno, Oneida County Clerk

2835.08 feet, to a monument set and stamped AFRL-22, the **point of beginning** of the premises herein described,

Thence N01°-41'-33" W, 179.14 feet to a monument set and stamped AFRL-23;
Thence N88°-18'-27" E, 38.48 feet to a monument set and stamped AFRL-24;
Thence N01°-41'-33" W, 119.36 feet to a monument set and stamped AFRL-25;
Thence N88°-24'-10" E, 231.25 feet to a monument set and stamped AFRL-20;
Thence S01°-41'-33" E, 298.11 feet to a monument set and stamped AFRL-21;
Thence S88°-18'-27" W, 269.73 feet to a monument set and stamped AFRL-22;

being the point of beginning, containing 1.742 acres.

The above described premises being a portion of the following deed recorded in the Oneida County Clerk's Office, Tract No. 6, Ella J. Donaldson, filed August 10, 1942, Liber 1027 Page 367 as conveyed to the United States of America and to its assigns.

The above-described premises are depicted on a map entitled "Property Survey, Building No. 302 – 1.742 Acres, AFRL-Rome Research Site – Parcel No. 2, City of Rome, Former Griffiss Air Force Base, Oneida County, New York" made by LaFave, White & McGivern, L.S., P.C. dated October 7, 1998, a copy of which is attached hereto and made a part hereof as Exhibit "A".

III. APPURTENANCES

TOGETHER WITH all the buildings and improvements erected thereon and all and singular the tenements, hereditaments, appurtenances, and improvements hereunto belonging, or in any wise appertaining (which, together with the real property above described, is called the "Property" in this Deed.

IV. CONDITION

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

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

V. NOTICE, DESCRIPTION, AND COVENANTS MADE PURSUANT TO SECTION 120(h)(3) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE,

COMPENSATION AND LIABILITY ACT (CERCLA), AS AMENDED (42 U.S.C. § 9620(h)(3)).

A. Property Covered by Notice, Description, Access Rights, and Covenants Made Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)):

For the Property, the Grantor provides the following notice, description, and covenants and retains the following access rights:

B. Notices Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)):

Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), notice is hereby provided that between 1988 and 1993, 3 pounds of mercury (Waste ID D009) was stored on the Property.

C. Covenant Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)):

Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)), the United States warrants that:

1. all remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to Section 120(h)(3)(A)(i)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 remaining on the Property has been taken before the date of this Deed, and
2. any additional remedial action found to be necessary after the date of this Deed shall be conducted by the United States.

D. Access Rights Pursuant to Section 120(h)(4)(D)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(ii)):

The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which a remedial action or corrective action is found to be necessary on the part of the United States, without regard to whether such remedial action or correction action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test-pitting, installing monitoring or pumping wells or other treatment facilities,

response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the Grantee and its successors and assigns and shall run with the land.

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

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

VI. RELATED COVENANTS

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

B. State Access to Property. The right of access reserved to the United States in Section V.D. above may be exercised by agencies of the United States, including, but not necessarily limited to the Air Force and the United States Environmental Protection Agency (USEPA) Region 2. Further, notice is hereby given that the USEPA Region 2, the Air Force, and the State of New York have entered into an agreement commonly referred to as a Federal Facility Agreement (FFA); that, pursuant to the FFA, the Air Force has a continuing duty to provide access to the Property to the State of New York; and that, the Air Force will extend to the State of New York, as necessary,

the right to use the access reserved in Section V.D. above. This right of access is for purposes, either on the Property or on adjoining lands, consistent with the Installation Restoration Program of the Grantor or the FFA, if applicable.

VII. OTHER COVENANTS AND NOTICES

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

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

1. Lead-based paint was commonly used prior to 1978 and may be located on the Property. The Grantee is advised to exercise caution during any use of the Property that may result in exposure to LBP.

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

C. Non-Discrimination. The Grantee covenants not to discriminate upon the basis of race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the

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

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

VIII. NO WAIVER

The failure of the Grantor to insist in any one or more instances upon complete performance of any of the said notices, covenants, conditions, restrictions, or reservations shall not be construed as a waiver or a relinquishment of the future performance of any such covenants, conditions, restrictions, or reservations; but the obligations of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

IX. MISCELLANEOUS

Except for any personal covenant, each covenant of this Deed, including any that benefits a third party, shall inure to the benefit of the Grantor and such third party; shall be binding upon the Grantee; shall be deemed to touch and concern the land; and shall run with the land.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

THE UNITED STATES OF AMERICA
by the Secretary of the Air Force

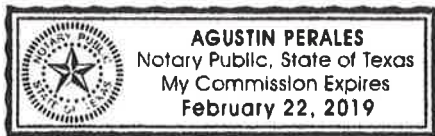
By: James E. Fitzpatrick
JAMES E. FITZPATRICK, P.E.
Deputy Director, Installations Directorate

ACKNOWLEDGEMENT

STATE OF Texas)

COUNTY OF Bexar) ss.:

On the 11th day of December in the year 2018, before me, the undersigned, appeared JAMES E. FITZPATRICK, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Agustin Perales
Notary Public

RECEIVED

NOV 30 2020

Rome Assessor's Office

RECEIVED

2020 NOV 30 PM 1:32

CITY CLERK'S OFFICE
ROME, NY

ACCEPTANCE

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

DATE: November 3, ~~2018~~ ²⁰²⁰

ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: David C. Grod

Name: DAVID C. GROD

Title: Chairman

Attest:

(Name and Title or Position)

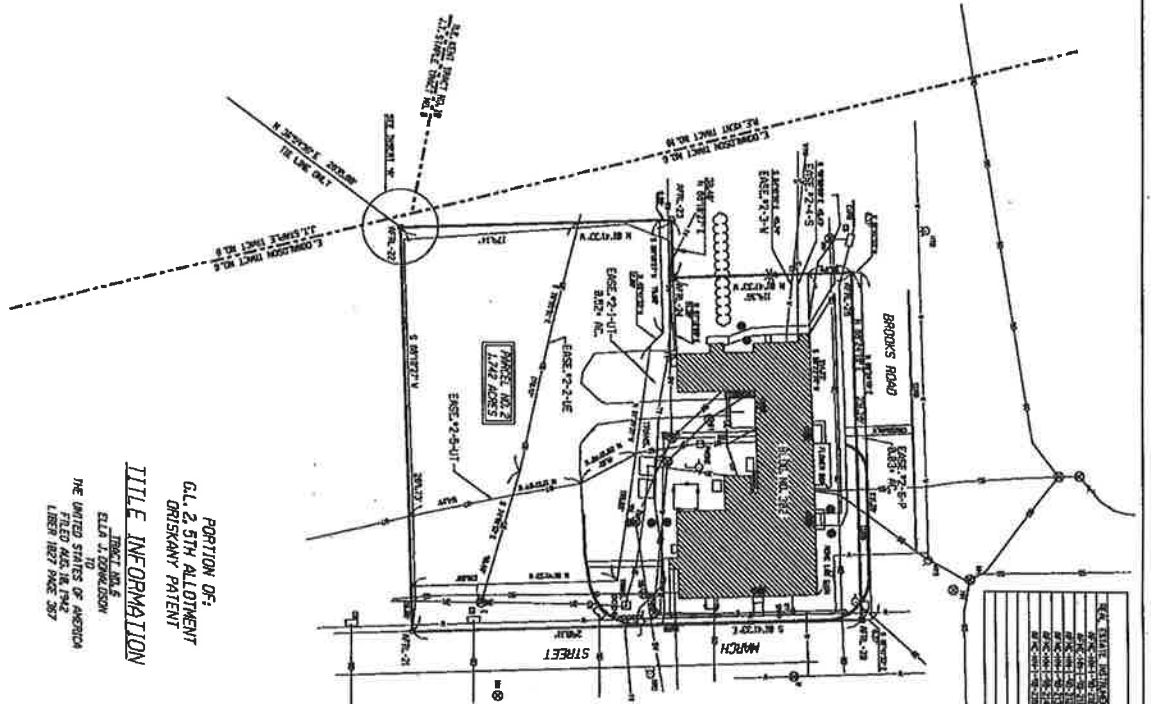
STATE OF NEW YORK)
) ss.:
COUNTY OF ONEIDA)

On this 3rd day of November, ²⁰²⁰ ~~2018~~, before me, the undersigned, personally appeared DAVID C. GROD, 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.

Lori L. Patrick
Notary Public

LORI L. PATRICK
Notary Public, State of New York
No. 01PA6034055
Qualified in Oneida County
My Commission Expires Dec. 6, 2021

THIS DOCUMENT IS A PRELIMINARY DRAFT. THE INFORMATION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.

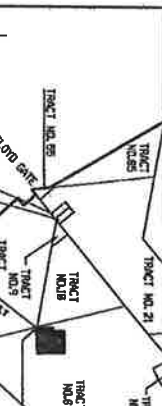


EASEMENT TABLE

TRACT NO.	DESCRIPTION	DATE
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100	UNLAWFUL ENCROACHMENT	11-22-78

PORTION OF:
 G.L. 2.5TH ALLOTMENT
 ORISKANY FRONT

TITLE INFORMATION
 TRACT NO. 5
 ELLA J. DOUGLASSON
 THE UNITED STATES OF AMERICA
 FILED MAR. 26, 1992
 LIBER 1827 PAGE 287



- LEGEND**
- W- WIND MILL
 - D- DIRT ROAD
 - HTD- HIGHWAY
 - U- UTILITY POLE
 - CR- CRUISE
 - ST- STONE
 - SI- SWIMMING POOL
 - MR- MARSH
 - LM- LAKE
 - FM- FENCE
 - RI- RIVER
 - RT- ROAD
 - SS- SANDSTONE
 - SH- SHALE
 - CO- COBBLES
 - GR- GRANITE
 - SL- SLATE
 - CH- CHALK
 - QU- QUARTZITE
 - LT- LIMESTONE
 - SG- SANDSTONE
 - GA- GNEISS
 - BT- BROWN TUFF
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