

Appendix A

ONONDAGA COUNTY CLERK'S OFFICE
M. ANN CIARPELLI - COUNTY CLERK
401 Montgomery St - Room 200
Syracuse NY 13202

Phone: 315-435-2226
Fax: 315-435-3455

Submitted by: SALT CITY
Document type: DEED
Grantor: ZAVAGLIA COSIMO
Grantee: CITY OF SYRACUSE
Legal desc: DEW L5 & CIC L94
Prop addr:

Receipt: 232483 MF
Instrument: 0384703
Book/Page: 04773/0212
Date filed: 04/09/2003 at 10:19AM
Updated: 04/11/2003 MS
Record and return to:
HISCOCK & BARCLAY
P O BOX 4878
SYRACUSE NY 13221-4878

RECORDING FEES

Addl pages: 4 x 3.00 \$ 12.00
Addl names: x \$
Addl refs: x \$
Misc: \$
Basic: \$ 8.50
=====
Total: \$ 20.50

MISCELLANEOUS FEES

RMI: \$ 20.00
TP 584: \$ 5.00
RP5217: \$ 25.00
Affts: \$
=====
Total: \$ 50.00

MORTGAGE TAX

Mortgage: \$
Basic: \$
Insurance fund: \$
Net add: \$
Misc: \$
=====
Total: \$

DEED TRANSFER TAX

Consideration: \$ 0.00
Transfer tax: \$ 0.00
SWIS: 3126
Map #:

TOTAL PAID: \$70.50
Control no: 11091

WARNING - This sheet constitutes the Clerk's endorsement, required by Section 319 of the Real Property Law of the State of New York. Do not detach. Taxes imposed on this instrument at time of recording were paid. Certain information contained in this document is not verified by this office.

M. ANN CIARPELLI
Onondaga County Clerk



11

Record & Return To
Hiscock & Barclay, P.O. Box 4878
Syracuse, NY 13221

WARRANTY DEED **BOOK 4773 PAGE 213**

Att: ~~Kim~~ Jean S. Furech, Esq.

08/25

THIS INDENTURE made the 7th day of April, 2002.

BETWEEN Cosimo Zavaglia
107 Saturn Drive
Syracuse, New York 13205
Grantor,

and City of Syracuse
233 East Washington Street
Syracuse, New York 13202
Grantee,

WITNESSETH, that the grantor, in consideration of One and 00/100 Dollar (\$1.00) and other lawful and valuable consideration, paid by the grantee hereby grants and releases unto the grantee, the heirs or successor and assigns of the grantee forever,

ALL THAT TRACT OR PARCEL OF LAND, situate in both the Towns of Dewitt and Cicero, County of Onondaga and State of New York, more particularly described in the attached Schedule A.

SUBJECT TO easements, covenants and restrictions of record, if any, affecting the said premises.

BEING the same premises conveyed to the grantor by deed dated 11/21/95 and recorded 11/22/95 in the Onondaga County Clerk's Office in Book 4043 of Deeds at Page 3 &c.

TOGETHER with the appurtenances and all the estate and rights of the grantor in and to said premises.

TO HAVE AND TO HOLD the premises here granted unto the grantee, the heirs or successors and assigns forever.

AND the said grantor covenants as follows:

FIRST: That the grantee shall quietly enjoy the said premises;

SECOND: That the grantor will forever warrant the title to said premises;

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

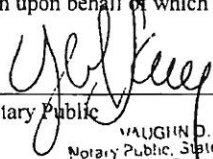
The words "grantor" and "grantee" shall be construed to read in the plural whenever the sense of this deed so requires.

IN WITNESS WHEREOF, the grantor has executed this deed the day and year first above written.


Cosimo Zavaglia

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

On the 7th day of April, in the year 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Cosimo Zavaglia, 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 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
VAUGHN D. LANG
Notary Public, State of New York
Qualified in Onondaga County
No. 34-4518441
Commission Expires June 30 2006

10:19 04/09/03 0384703 MF DE-04773 -212

ALL THAT TRACT OR PARCEL

OF LAND, situate in the Town of Dewitt, County of Onondaga and State of New York, being part of Lot No. 5 in said Town, bounded and described as follows: Beginning at the northeast corner of a parcel of land conveyed by Thomas Whiting to Walter Schweizer by deed recorded in the Onondaga County Clerk's Office in Book 291 of Deeds at page 179 sc, and running thence southerly along said Schweizer's east line to the south line of Lot No. 5 Dewitt; thence east on said south line to the east line of 30 acres of land conveyed by George S. Loomis and wife to John F. Guerber, by deed dated November 15, 1856 and recorded in the Onondaga County Clerk's Office November 17, 1856 in Book 126 of Deeds at page 410; thence northerly on the east line of said 30 acres of land to the north line of said lot No. 5; thence westerly on the north line of said lot No. 5 to the place of beginning, containing 5 acres of land, and being the easterly one-sixth of said 30 acres.

Also ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Dewitt, County of Onondaga and State of New York, being part of Lot No. 5 of said Town, described as follows: Beginning at the southeast corner of the above described 30 acres of land, thence northerly along the easterly line of said 30 acres 34.25 chains to the northeast corner thereof; thence easterly along the northerly line of said lot No. 5 2.88 chains; thence southerly parallel with the first line 34.25 chains; thence westerly along the southerly line of said Lot No. 5 2.88 chains to the place of beginning, containing 10 acres of land more or less.

ALSO, ALL THAT TRACT

OR PARCEL OF LAND, situate in and being a part of Lot 94 of the Town of Cicero, County of Onondaga and State of New York, bounded and described as follows: Beginning at an iron pipe standing in the southerly road line of East Taft Road, said point of beginning being the intersection of the southerly road line of East Taft Road and the easterly line of a certain parcel of land conveyed to Squires by Dwyer and recorded in Book 1510 of Deeds, page 318, thence N. 83°30'00" E. along said southerly road line of East Taft Road a distance of 129.58 feet to an iron rod; thence S. 2°10'00" W. and along the westerly line of a parcel of land now

or formerly owned by Opal and as described in a certain deed recorded in Book 3396 of Deeds, page 142, a distance of 180.50 feet to an iron rod; thence N. 84°20'27" E. and along the southerly line of said Opal's lands a distance of 95 feet to an iron rod standing in the westerly line of a parcel of land now or formerly owned by Simpkins as described in a certain deed recorded in Book 1940 of Deeds, page 151; thence S. 2°10'00" W. and along said Simpkins westerly line and the prolongation thereof a distance of 2441.91 feet to a point in the southerly line of said Lot 94, said last course also being the westerly line of certain parcels of land described in the following deeds: Book 2582, page 59, Book 3132, page 117, Book 3427, page 41; Book 2554, page 901; Book 2582, page 49 and Book 576, page 189; thence N. 88°00'00" W. and along said southerly line of Lot 94 a distance of 285.23 feet to an iron rod; thence N. 2°10'00" E. and along the easterly boundary of the lands of the United States Air Force Base as described in a certain deed recorded in Book 1896 of Deeds, page 178, a distance of 2318.50 feet to an iron pipe; thence N. 78°00'00" E. and along the southerly line of a parcel of land owned by Mallett as described in a certain deed recorded in Book 2969 of Deeds, page 157 a distance of 65 feet to an iron rod; thence N. 2°10'00" E. and along said Mallett's easterly line a distance of 254.25 feet to the point and place of beginning.

BEING MORE MODERNLY DESCRIBED AS HEREINAFTER SET FORTH.

All that tract or parcel of land, situate in the Lot 5 of the Town of Dewitt and Lot 94 of the Town of Cicero, County of Onondaga, State of New York and being more particularly described as follows:

COMMENCING at an existing granite monument in the Westerly Highway Boundary of Northern Boulevard, at its intersection with the northerly line of the Town of Dewitt and the southerly line of the Town of Cicero; thence, S 87° 31' 54" W, 393.35 feet to a northeast corner of lands of Cosimos Zavaglia, reputed owner, as recorded in the Onondaga County Clerk's Office in Liber 4043 at Page 0003, being the point of beginning; thence, S 03° 27' 22" E, 2218.64 feet along the division lines between Joseph F. Konvicka and Barbara J. Konvicka, reputed owners, and Mapleview Forestry Management, Inc., reputed owner, on the east and said lands of Cosimos Zavaglia, on the west, to the southeast corner of the lands of said Zavaglia; thence, S 86° 14' 54" W, 286.26 feet along the south line of said lands of Zavaglia to the southwest corner of said lands of Zavaglia, also being the southeast corner of lands of Ervin J. Taylor, reputed owner; thence, N 03° 27' 22" W, 2213.02 feet along the division line between Ervin J. Taylor, reputed owner on the west and Cosimos Zavaglia on the east, to a point in said division line between said towns; thence along said town division line, S 85° 07' 25" W, 162.51 feet to a point in the division line between the lands of the United States of America, reputed owner, on the west and the lands of Cosimos Zavaglia, reputed owner, on the east; thence, N 03° 23' 18" W, 2357.50 feet along said division line to a point, said point also being the northeast corner of the lands of the United States of America, reputed owner; thence, N 72° 59' 36" E, 65.00 feet to an angle point; thence, N 03° 00' 44" W, 247.62 feet to a point on the Southerly Highway Boundary of Taft Road; thence, N 76° 14' 05" E, 129.93 feet along the Southerly Highway Boundary of Taft Road; thence, S 02° 39' 36" E, 179.38 feet, to a point; thence, N 75° 12' 38" E, 95.62 feet to a point on the easterly line of the lands of said Cosimos Zavaglia, reputed owner; thence, S 04° 22' 08" E, 517.33 feet along said easterly line to an angle point on said easterly line of Cosimos Zavaglia, reputed owner; thence, S 03° 29' 24" E, 1958.39 feet along said easterly line of Cosimos Zavaglia, reputed owner, to a point in the said division line between the towns of DeWitt and Cicero; thence along last aforementioned town division line, N 85° 07' 25" E, 152.37 feet to the point of beginning containing 31.501 acres of land more or less.

Intending to describe all of the lands owned by Cosimos Zavaglia, reputed owner as recorded in the Onondaga County Clerk's Office in Liber 4043 at Page 0003, and being further known as Tax parcel 018.01.02.0 in the Town of DeWitt and Tax parcel 057.02.022.1 in the Town of Cicero.

Subject to easements and restrictions of record.

The above described property is as shown on a map entitled, "Lands to be acquired by the City of Syracuse Department of Aviation from Cosimos Zavaglia, made by Bryant Associates, P.C., Consulting Engineers and Land Surveyors, on July 31, 1999 and revised December 10, 2002.

All as shown on Map numbered [5] made by Bryant Associates, P.C.

PPR 4383 NO 121

QUITCLAIM DEED

**CICERO
3122**

006990	RECEIVED
	\$..... <u>2</u>
	REAL ESTATE
	DEC 30 1999
TRANSFER TAX ONONDAGA COUNTY	

I. PARTIES

THIS DEED is made and entered into this 10 day of June, 1999, by and between the UNITED STATES OF AMERICA, acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder (the "Grantor"), and the City of Syracuse, a municipal corporation established under the laws of the State of New York (the "Grantee"). (When used in this Deed, unless the context specifies otherwise, "Grantor" shall include the assigns of the Grantor, and "Grantee" shall include the successors and assigns of the Grantee.)

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, THAT in consideration of the sum of ONE DOLLAR (\$1.00), receipt of which is hereby acknowledged, the Grantor hereby quitclaims to the Grantee, whose post office address is City of Syracuse, Department of Aviation, Syracuse Hancock International Airport, Syracuse, New York 13212 all the tract or parcel of land, situate in the Town of Cicero, County of Onondaga, State of New York, and more particularly described as follows:

Beginning at point 977 having coordinates of North 1,139318.50 East 631979.36 in the New York - Central Plane Coordinate System; as depicted on a survey map entitled "Survey of Tract V, Hancock Field" submitted by Rogers and Giallorenzo, Inc., surveyors; dated April 1, 1986; said point being the intersection of the centerline of a ditch with a chain link fence; proceeding thence

1. N 68° 28' 34" E a distance of 643.17 feet along said chain link fence to point 686; thence
2. S 03° 21' 14" E a distance of 250.90 feet along said chain link fence to point 679; thence along said chain link fence
3. N 69° 15' 26" E a distance of 221.63 feet along lands now or formerly of Ethel and Ivan Perry on the north to point 678; thence
4. N 71° 05' 31" E a distance of 548.17 feet along said chain link fence to an iron pipe found at point 51; thence
5. N 72° 48' 42" E a distance of 362.63 feet to an iron pipe found at point 47; thence

Please Record & Return To:
 David H. Neff Esq.
 233 East Washington Street
 Room 300
 Syracuse, New York 13202

JUN 15 1999 12:30/99 1553999 D B-04383 P-121

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6. S 03° 21' 14" E a distance of 2357.5 feet along a wooded area on the east and in part along a chain link fence and the remains of a wood post fence to point 658; thence
7. S 87° 54' 53" W a distance of 1724.80 feet along the northerly line of Tract II to point 684; thence
8. N 00° 01' 30" E a distance of 1200.91 feet to a P.K. at point 31 in the approximate centerline of Hancock Drive; thence
9. N 06° 35' 16" W a distance of 872.28 feet along the centerline of the above mentioned ditch to the point and place of beginning.

CONTAINING 84.86 acres of land, more or less.

III. APPURTENANCES

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

IV. RESERVATIONS

A. RESERVING UNTO THE GRANTOR, including the United States Environmental Protection Agency ("EPA") and the State of New York (the "State"), and its and their respective officials, agents, employees, contractors, and subcontractors, the right of access to the Property (including the right of access to, and use of, utilities at reasonable cost to the Grantor), for the following purposes, either on the Property or on adjoining lands, and for such other purposes consistent with the Installation Restoration Program ("IRP") of the Grantor or the Federal Facility Agreement ("FFA"), if applicable:

1. To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings, and other activities related to the IRP or FFA, if applicable.
2. To inspect field activities of the Grantor and its contractors and subcontractors in implementing the IRP or the FFA, if applicable.
3. To conduct any test or survey required by the EPA or the State relating to the implementation of the IRP or FFA, if applicable, or environmental conditions on the Property, or to verify any data submitted to the EPA or the State by the Grantor relating to such conditions.

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

B. The exercise of this right of access shall be subject to reasonable prior notice to the Grantee and the reasonable accommodation of the use, occupancy and improvements of the Property by the Grantee. The term "reasonable accommodation of the use, occupancy and improvement of the Property" as used herein shall mean that with respect to any such entry (I) the grantor shall take reasonable measure to avoid disruption or interference with the Grantee's use, occupancy or improvement of the property; (II) the grantor shall conduct its remediation activities in a diligent, responsible and safe manner; and (III) the grantor shall keep the Property free and clear of any materials liens, mechanics' liens, lis pendens, or other liens arising from its remediation activities. The Grantor shall remove any equipment or remedial improvements at the conclusion of such entry onto the Property, except that with Grantor shall not be required to remove piping and other items below the surface which have been plugged or abandoned in accordance with applicable law or other improvements needed for continuing remediation or monitoring. The Grantor shall restore the surface of the Property substantially to its condition immediately preceding the time of such entry. Nothing herein affects the grantee's rights under the Federal Tort Claims Act.

V. CONDITIONS

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

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

VI. COVENANTS

A. Lead-Based Paint ("LBP").

1. The Property may include improvements that are presumed to contain LBP because they are thought to have been constructed prior to 1978. The Grantee hereby acknowledges the required disclosure in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. Section 4852d (Title X), of the presence of any known LBP and/or LBP hazards in target housing constructed prior to 1978. This disclosure includes the receipt of available records and reports pertaining to LBP and/or LBP hazards; receipt of the lead hazard information pamphlet; and inclusion of the 25 C.F.R. Subparts 35H and 745F disclosure and lead warning language in the Title X Lead-Based Paint Disclosure Statement in the contract of sale.

2. The Grantee covenants and agrees that, in any improvements on the Property defined as target housing by Title X and constructed prior to 1978, LBP hazards will be disclosed to potential occupants in accordance with Title X before use of such improvements as a residential dwelling (as defined in Title X). Further, the Grantee covenants and agrees that LBP hazards in target housing constructed prior to 1960 will be abated in accordance with Title X before use and occupancy as a residential dwelling. "Target housing" means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than six (6) years of age resides, or is expected to reside, in such housing) or any zero-bedroom dwelling.

3. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with Title X and all applicable Federal, State, and local laws relating to LBP. The Grantee acknowledges that the Grantor assumes no liability for damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with LBP on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

B. Asbestos-Containing Materials ("ACM"). The Grantee is warned that the Property may be improved with buildings, facilities, and equipment that may contain ACM. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with all applicable Federal, State, and local laws relating to asbestos. The Grantee acknowledges that the Grantor assumes no liability for damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

C. Non-Discrimination. The Grantee covenants not to discriminate upon the basis of race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion if the Property is on premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property.

D. Grantor Covenant. The United States covenants and warrants that all remedial action necessary to protect human health and the environment with respect to hazardous substances remaining on the Property has been taken before the date of this Deed, and any additional remedial action found to be necessary after the date of this Deed for contamination on the Property existing prior to the date of this Deed shall be conducted by the United States. The foregoing covenant shall not apply in any case in which the grantee of the Property, or any part thereof, is a potentially responsible party with respect to the Property before the date on which any grantee acquired an interest in the Property, or is a potentially responsible party as a result of an act or omission affecting the Property.

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

F. Wetlands. The Property contains wetlands, shown on Exhibit A, protected under Federal and State laws and regulations which, among other things, restrict activities that involve the discharge of fill materials into wetlands, including, without limitation, the placement of fill materials; the building of any structure; site-development fills for recreational, industrial, commercial, residential, and other uses; causeways or road fills; and dams and dikes. The Grantee covenants and agrees that in its use of the Property, it will comply with all Federal, State, and local laws minimizing the destruction, loss, or degradation of wetlands. Before locating new construction in wetlands, the Grantee shall contact the United States Army Corps of Engineers and obtain a permit or waiver under Section 404 of the Clean Water Act of 1977 as amended. For purposes of this provision, "new construction" includes structures, facilities, draining, dredging, channelizing, filling, diking, impounding, and related activities.

G. Restrictive Use (Landfill). The Grantee understands that the portion of the Property shown in Exhibit A, and identified as Site 2, was formerly used by the Grantor as a landfill in conjunction with the operation of an Air Force base. In order to continue to protect human health and the environment, the Grantee, for itself and any lessee, sublessee, user, or occupier, covenants not to conduct any excavation or construction activities, including, but not limited to, placement of any objects, buildings, structures, signs, or wells of any nature on that portion of the Property without the prior written permission of the New York Department of Environmental Conservation.

H. Airport Obligations. By the acceptance of this Quitclaim Deed or any rights hereunder, the Grantee, for itself, its successors and assigns, agrees that the transfer of all the property transferred by this instrument, is accepted subject to the following restrictions set forth in subparagraphs 1 and 2 of this paragraph, which shall run with the land:

1. That, except as provided in subparagraph 1 of the below paragraph 1, the property transferred by this instrument shall be used for public airport purposes for the use and benefit of the public, on reasonable terms and without unjust discrimination and without grant or exercise for any exclusive right for use of the airport within the meaning of the term "exclusive right" as used in subparagraph 3 of the below paragraph 1. As used in this instrument, the term "airport" shall be deemed to include all land, buildings, structures, improvements and equipment used for public airport purposes.

2. That, except as provided in subparagraph 1 of the below paragraph 1, the entire landing area, as defined in Section 101 of the Federal Aviation Act of 1958, as amended, repealed and recodified without substantive change at 49 U.S.C. 40102 et seq., July 5, 1994, Pub L. 103-272, as amended, and Federal Aviation Regulations pertaining thereto, and all structures, improvements, facilities and equipment in which this Quitclaim Deed transfers any interest shall be maintained for the use and benefit of the public at all times in safe and serviceable condition, to assure its efficient operation and use, provided, however, that such maintenance shall be required as to structures, improvements, and equipment only during the useful life thereof, as determined by the Federal Aviation Administration (FAA) or its successor in function. In the event materials are required to

rehabilitate or repair certain of the aforementioned structures, improvements, facilities or equipment, they may be procured by demolition of other structures, improvements, facilities or equipment transferred hereby and located on the above land which have outlived their use as airport property in the opinion of the Administrator of the FAA or his successor in function.

I. FURTHER, by the acceptance of this Quitclaim Deed or any rights hereunder, the Grantee for itself, its successors and assigns, also assumes the obligation of, covenants to abide by and agree to, and this transfer is made subject to, the following reservations and restrictions set forth in subparagraphs 1 to 15, inclusive, of this paragraph, which shall run with the land: Provided, that the property transferred hereby may be successively transferred only with the proviso that any such subsequent transferee assumes all the obligations imposed upon the Grantee by the provisions of this instrument.

1. No property transferred by this instrument shall be used, leased, sold, salvaged, or disposed of by the Grantee for other than the airport purposes without the written consent of the Administrator of the FAA. The "property" as used herein is deemed to include revenues or proceeds derived therefrom.

2. Property transferred for the development, improvement, operation or maintenance of airport shall be used and maintained for the use and benefit of the public on fair and reasonable terms, without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect) the Grantee specifically agrees: (a) That it will keep the airport open to all types, kinds, and classes of aeronautical use without discrimination between such types, kinds and classes. Provided, that the Grantee may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport; and provided further, that the Grantee may prohibit or limit any given type, kind, or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public. (b) That in its operation of facilities on the airport, neither it nor any person or organization occupying space or facilities thereupon will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of any of the facilities provided for the public on the airport. (c) That in any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the Grantee will insert and enforce provisions requiring the contract: (i) to furnish said service on a fair, equal and not unjustly discriminatory basis to all users thereof, and (ii) to charge fair, reasonable, and not unjustly discriminatory prices for each unit for service, provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. (d) That the Grantee will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the airport from performing any services, on its own aircraft with its own employees (including, but not limited to maintenance and repair) that it may choose to perform. (e) That in the event the Grantee itself exercises any of the rights and privileges referred to in subsection (c) above the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Grantee under the provisions of such subsection (c) of this paragraph 1 (2).

3. The Grantee will not grant or permit any exclusive right for the use of the airport at which the property described herein is located which is forbidden by Section 308 of the Federal Aviation Act of 1958, now as codified at 49 U.S.C. 40103, as amended, by any person or persons to the exclusion of others in the same class and will otherwise comply with all applicable laws. In furtherance of this covenant (but without limiting its general applicability and effect), the Grantee specifically agrees that, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right to conduct any aeronautical activity on the airport including but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which, because of their direct relationship to the operation of aircraft, can be regarded as an aeronautical activity. The Grantee further agrees that it will terminate as soon as possible and no later than the earliest renewal, cancellation, or expiration date applicable thereto, any exclusive right existing at any airport owned or controlled by the Grantee or hereafter acquired and that, thereafter, no such right shall be granted. However, nothing contained herein shall be construed to prohibit the granting or exercise of or exclusive right for the furnishing of nonaviation products and supplies or any services of a nonaeronautical nature or to obligate the Grantee to furnish any particular nonaeronautical service at the airport.

4. The Grantee shall insofar as it is within its powers and to the extent reasonable, adequately clear and protect the aerial approach to the airport. The Grantee will, either by the acquisition and retention of easements or other interests in or rights for the use of land airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the airport which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Part 77 of the Federal Aviation Regulations, as applicable, according to the currently approved airport layout plan. In addition, the Grantee will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the Grantee has acquired, or may hereafter acquire, property interest permitting it to so control the use made of the surface of the land. Insofar as is within its power and to the extent reasonable, the Grantee will take action to restrict the use of the land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations including landing and takeoff at the airport.

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

6. The Grantee will make available all facilities of the airport at which the property described herein is located or developed with Federal aid and all those usable for the landing and taking off of aircraft to the United States at all times, without charge, for use by aircraft of any agency of the United States in common with other aircraft, except that if the use by aircraft of any agency of the United States in common with other aircraft, is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged; and, unless otherwise determined by the FAA, or otherwise agreed to by the Grantee and the using Federal agency, substantial use of an airport by United States aircraft will be considered to exist when the operations of such aircraft are in excess of those which, in the opinion of the FAA, would unduly interfere with use of the landing area by other authorized aircraft or during any calendar month that (a) either five (5) or more aircraft of any agency of the United States are regularly based at the airport or on land adjacent thereto, or (b) the total number of movements (counting each landing as a movement and each take-off as a movement) of aircraft of any agency of the United States is 300 or more, or (c) the gross accumulative weight of aircraft of any agency of the United States using the airport (the total improvements of such Federal aircraft multiplied by the gross certified weights thereof) is in excess of five million pounds.

7. During any national emergency declared by the President of the United States of America or the Congress thereof, including any existing national emergency, the Government shall have the right to make exclusive or nonexclusive use and have exclusive or nonexclusive control and possession without charge, of the airport, or of such portion thereof as it may desire; provided, however, that the Government shall be responsible for the entire cost of maintaining such part of the airport as it may use exclusively, or over which it may have exclusive possession or control, during the period of such use, possession, or control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance of such property as it may use nonexclusively or over which it may have nonexclusive control and possession; provided further, that the Government shall pay a fair rental for its use, control, or possession, exclusively or nonexclusively, of any improvement to the airport made without United States aid and never owned by the United States.

8. Except for certain environmental obligations retained by the Government as hereinabove addressed, the Grantee does hereby release the Government, and will take whatever action may be required by the Administrator of the FAA to assure the complete release of the Government from any and all liability the Government may be under for restoration or other damage under any lease or other agreement covering the use by the Government of the airport, or part thereof, owned, controlled or operated by the Grantee, upon which, adjacent to which, or in connection with which any property transferred by this instrument was located or used.

9. Whenever so requested by the FAA, Grantee will furnish without cost to the Federal Government, for construction, operation and maintenance of facilities for air traffic control activities, or weather reporting activities, or communication activities related to air traffic control, such areas of the property described herein or rights in buildings on the airport at which the property described herein is located, as the FAA may consider necessary or desirable for construction at Federal expense of space or facilities for such purposes, and the Grantee will

make available such areas or any portion thereof for the purposes provided herein within four months after receipt of written request from the FAA, if such are or will be available.

10. The Grantee will: (a) furnish the FAA with annual or special airport financial and operational reports as may be reasonably requested using either forms furnished by the FAA or in such manner as it elects so long as the essential data are furnished; and (b) upon reasonable request of the FAA, make available for inspection by any duly authorized representative of the FAA the airport at which the property described herein is located, and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations, and other instruments and will furnish to the FAA a true copy of any such document which may be reasonably requested.

11. The Grantee will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform or comply with any or all of the covenants and conditions set forth herein unless, by such transaction, the obligation to perform or comply with all such covenants and conditions is assumed by another public agency found by the FAA to be eligible as a public agency as defined in the Airport and Airway Development Act of 1970, as amended, to assume such obligation and have the power, authority, and financial resources to carry out all such obligations and, if an arrangement is made for management or operation of the airport by any agency or person other than the party of the second part, it will reserve sufficient rights and authority to ensure that such airport will be operated and maintained in accordance with these covenants and conditions, any applicable Federal statute, and the Federal Aviation Regulations.

12. The Grantee will keep up to date at all times an airport layout map of the airport at which the property described herein is located showing: (a) the boundaries of the airport and all proposed additions thereto, together with the boundaries of all off-site areas owned or controlled by the Grantee for airport purposes and proposed additions thereto; (b) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (c) the location of all existing and proposed nonaviation areas and of all existing improvements thereon and uses made thereof. Such airport layout map and each amendment, revision, or modification thereof, shall be subject to the approval of the FAA, which approval shall be evidenced by the signature of a duly authorized representative of the FAA on the face of the airport layout map, and the Grantee will not make or permit the making of any changes or alterations in the airport or any of its facilities other than in conformity with the airport layout map as so approved by the FAA, if such changes or alterations might adversely affect the safety, utility, or efficiency of the airport.

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

14. In the event that any of the aforesaid terms, conditions, reservations, or restrictions are not met, observed, or complied with by the Grantee or any subsequent transferee,

whether caused by the legal inability of said Grantee or subsequent transferee to perform any of the obligations herein set out, or otherwise, all title, right of possession and all other rights transferred by this instrument to the Grantee, of the property, or any portion thereof, shall, at the option of the Grantor, revert to the Grantor in its then existing condition sixty (60) days following the date upon which demand to this effect is made in writing by the Administrator of the FAA or his successor in function, unless within said sixty (60) days such default or violation shall have been cured and all such terms, conditions, reservations and restrictions shall have been met, observed, or complied with, in which event said reversion shall not occur and title, right of possession, and all other rights transferred hereby, except such, if any, as shall have previously reverted, shall remain vested in the Grantee, its transferees, successors and assigns.

15. If the construction as covenants of any of the foregoing reservations and restrictions recited herein as covenants or the application of the same as covenants in any particular instance is held invalid, the particular reservations or restrictions in question shall be construed instead as merely conditions upon the breach of which the Government may exercise its option to cause the title, interest, right of possession, and all other rights transferred to the Grantee, or any portion thereof, to revert to it, and the application of such reservations or restrictions as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

VII. MISCELLANEOUS

Each covenant of this Deed shall be deemed to "touch and concern the land" and shall "run with the land."

VIII. LIST OF EXHIBITS

Exhibit A, Landfill (Site 2) and Wetlands, is attached to and made a part of this Deed.

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

UNITED STATES OF AMERICA

By: Joyce K Frank
JOYCE K. FRANK
Deputy Director
Air Force Base Conversion Agency

Witness:

Andra M. Zemin
Lynn J. Hancsak

Commonwealth of Virginia)
)
County of Arlington) ss.

On the 10th day of JUNE, in the year 1999, before me personally came JOYCE K. FRANK, to me known, who, being by me duly sworn, did depose and say that she resides at _____, in _____ (city), FAIRFAX (county), VIRGINIA (state); that she is the Deputy Director duly appointed of the Air Force Base Conversion Agency of the Department of the Air Force described in and which executed the above instrument; and that she signed her name thereto by authority of the Secretary of the Air Force.

Beverly A. Robertson
Notary Public

My commission expires on
September 30, 2002

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: October 26th 1999

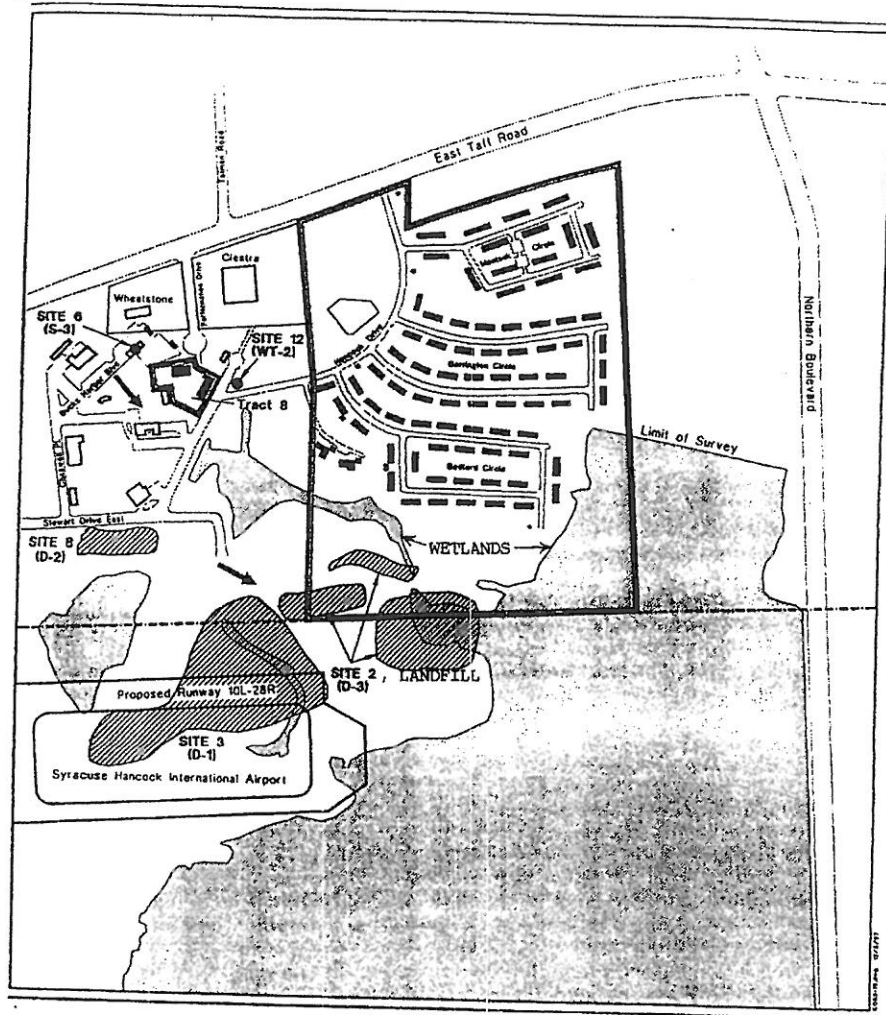
(Grantee)

By: 

Attest:



14383 1133



LANDFILL (SITE 2)
& WETLANDS

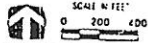


EXHIBIT A

4383 : 134

ADDENDUM

This addendum is added with the intention of clarifying the preceding description of real property conveyed to the Grantee by the Grantor, and it is based upon a metes and bounds description as follows:

All that tract or parcel of land situate in Lot 94 in the Town of Cicero, County of Onondaga, State of New York and being more particularly described as follows:

COMMENCING at an existing granite monument in the Westerly Highway Boundary of Northern Boulevard, at its intersection with the southerly line of the Town of Cicero; thence, S 87° 31' 54" W, 393.35 feet along said town line to an angle point in said town line; thence continuing along said town line, S 85° 07' 25" W, 448.85 feet to the southeast corner of lands of the United States of America, reputed owner, as recorded in the Onondaga County Clerk's Office, at Liber 1896 at page 178, Liber 1856 at Page 226 and Liber 1856 at Page 216, and in Lis Pendens Book QQ at Page 14, being the Point of Beginning; thence, S. 87° 52' 49" W, 1724.80 feet along the said town line and the south line of the United States of America, to a point being the southeast corner of the lands of the United States of America; thence N. 00° 00' 34" W, 1200.91 feet along the west line of the United States of America to an angle point in the west line of the lands of the United States of America; thence N 06° 37' 20" W, 834.29 feet along the west line of said lands of the United States of America to a point in the Southerly Highway Boundary of Taft Road, said point being the northwest corner of the lands of the United States of America; thence along said highway boundary, N. 67° 26' 13" E., 644.72 feet to a point being in the division line between the lands of Karen J. Stone, reputed owner on the east and the lands of the United States of America on the west; thence along said division line, S 03° 23' 18" E, 224.17 feet, to an angle point in said division line, also being the southwest corner of said lands of Stone; thence continuing along the said division line, N 69° 09' 10" E, 119.92 feet to a point; thence along the division line of Richard Sitnik reputed owner on the north and said United States of America on the south, N 69° 18' 19" E, 101.71± to an angle point; thence continuing along said division line, N 71° 03' 27" E, 548.17 feet to a point; thence along a division line between the land of Roy A. & Ann M. Mallette, reputed owners on the north and said United States of America on the South, N. 72° 46' 38" E, 362.63 feet to a point in the division line between Cosimos Zavaglia, reputed owner on the east and said lands of the United States of America on the west, said point being the northeast corner of the lands of the United States of America, and also a northwest corner of the lands of Zavaglia; thence, along said division line, S 03° 23' 18" E, 2357.50 feet to the point of beginning, containing 84.407 acres of land more or less.

Being also known as Tax parcel 057.02.23

Being a portion of all of the lands of the United States of America, reputed owner as recorded in the Onondaga County Clerk's Office at Liber 1896 at Page 178, Liber 1856 at Page 226 and Liber 1856 at Page 216, and in Lis Pendens Book CQ at Page 14,

Subject to easements and restrictions of record.

The above described property is as shown on a map entitled, "Lands to be acquired by the City of Syracuse Department of Aviation from the United States of America, made by Bryant Associates, P.C., Consulting Engineers and Land Surveyors, on July 31, 1999.

All as shown on Map Numbered 7 made by Bryant Associates, P.C., and duly filed with the Onondaga County Clerk as Map No. _____.

REC-305
11/21/99

Deed. Recorded on the 30 day of Dec 1999 at 3:28 P M in Book 4383 Page 1214 and examined.

M. Ann Cappiello
COUNTY CLERK
ONONDAGA COUNTY CLERKS OFFICE