

John M. Sparace
1st Ward

John B. Mortise
2nd Ward

Linda Fazio
3rd Ward

Ramona L. Smith
4th Ward



OFFICE OF THE COMMON COUNCIL
CITY HALL • ROME, NEW YORK 13440-5815

John A. Nash
Common Council President

Frank R. Anderson
5th Ward

Riccardo D. Dursi, Jr.
6th Ward

David E. Sbaraglia
7th Ward

Eric Seelig
City Clerk

TO STREAM MEETINGS OF THE COMMON COUNCIL LIVE ON YOUTUBE,
PLEASE VISIT WWW.YOUTUBE.COM/@ROMENEWYORK_OFFICIAL/STREAMS.

**COMMON COUNCIL MEETING
REGULAR SESSION**

**FEBRUARY 26, 2025
7:00 P.M.**

1. CALL THE ROLL OF MEMBERS BY THE CLERK
2. PLEDGE OF ALLEGIANCE
3. INVOCATION
4. GENERAL PUBLIC HEARING
5. RECOGNITION/APPRECIATION
6. READING OF MINUTES OF PRECEDING SESSION
7. PRESENTING OF PETITIONS AND COMMUNICATIONS
 - a. Petitions
 - b. Communications
8. NOTICES
9. REPORTS OF CITY OFFICIALS
10. REPORT OF COUNCILORS AND GENERAL CITY AFFAIRS
11. PRESENTATION OF REPORTS OF COMMITTEES
12. RESOLUTIONS

RES. NO. 37 RESOLUTION TO ACCEPT GRANT FROM ASSEMBLYMEMBER MARIANNE BUTTENSCHON FOR THE PURCHASE, UPGRADE OR REPAIR OF GENERATORS IN FIREHOUSES OR PUBLIC BUILDINGS (\$125,000.00). **Mayor Lanigan**

RES. NO. 38 RESOLUTION TO APPLY FOR AND ACCEPT A GRANT FROM ASSEMBLYMEMBER MARIANNE BUTTENSCHON FOR THE RESTORATION OF CITY FIELDS AND SPORTS COURTS (\$125,000.00). **Mayor Lanigan**

RES. NO. 39 RESOLUTION TO ACCEPT AN OFFICE OF CHILDREN AND FAMILY SERVICES GRANT FROM ASSEMBLYMEMBER MARIANNE BUTTENSCHON FOR THE PURCHASE OF FURNITURE AND IT EQUIPMENT (\$25,000.00). **Mayor Lanigan**

RES. NO. 40

AUTHORIZING THE MAYOR TO ENTER INTO AGREEMENTS WITH GRIFFISS LOCAL DEVELOPMENT CORPORATION TO ACCEPT ROADWAYS AND LANDS TO BE INCORPORATED INTO THE CITY OF ROME, NEW YORK. **Mayor Lanigan, Sparace, Guiliano**

13. ORDINANCES

ORD. NO. 9772

AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED AT 736 WEST LIBERTY STREET FOR \$50,000.00. **Domenico**

14. LOCAL LAWS

15. TABLED LEGISLATION

16. VETOED LEGISLATION

17. ADJOURNMENT

RESOLUTION NO. 37

**RESOLUTION TO ACCEPT GRANT FROM ASSEMBLYMEMBER
MARIANNE BUTTENSCHON FOR THE PURCHASE, UPGRADE OR REPAIR OF
GENERATORS IN FIREHOUSES OR PUBLIC BUILDINGS (\$125,000.00).**

By Councilor _____:

WHEREAS, Assemblymember Marianne Buttenschon has contacted the City of Rome with a grant of \$125,000.00 for the purchase, upgrade or repair of generators in firehouses or public buildings within the City of Rome; and

WHEREAS, Mayor Jeffrey Lanigan has recommended that the City accept said funds to enhance public safety efforts within the City; now, therefore

BE IT RESOLVED, that the Mayor of the City of Rome is hereby authorized to accept a grant of \$125,000.00 from New York State through the Office of Assemblymember Marianne Buttenschon for the purchase, upgrade or repair of generators in firehouses or public buildings within the City of Rome; and

BE IT FURTHER RESOLVED, that the City of Rome hereby expresses its gratitude to Assemblymember Buttenschon for her efforts in securing said funds for the benefit of the City of Rome.

Seconded by Councilor _____.

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith__ Anderson__ Dursi __ Sbaraglia __

ADOPTED ____

DEFEATED ____

crest



MARIANNE BUTTENSCHON
Assemblywoman 119th District

Generators

THE ASSEMBLY
STATE OF NEW YORK

COMMITTEES
Agriculture,
Banks,
Economic
Development,
Chair of
Exports
Education, Higher Education,
Veterans' Affairs

September 3, 2024

Mayor Lanigan,

I have nominated the City of Rome for \$125,000.00 in funding to be allocated and used for the purpose of purchasing and/or upgrading/repairing generators at your firehouses or public buildings. It is evident that we have witnessed harsh weather patterns and the work the city does during these challenging times is commendable. You will receive application paperwork from my office to start the process in the next couple of weeks.

Please don't hesitate to contact me or Bonnie Collins (collinsb@nyassembly.gov) in my office if you have any questions.

Respectfully,

Marianne Buttenschon

Marianne Buttenschon

cc. Chief Gratch

RESOLUTION NO. 38

**RESOLUTION TO APPLY FOR AND ACCEPT A GRANT FROM
ASSEMBLYMEMBER MARIANNE BUTTENSCHON FOR THE
RESTORATION OF CITY FIELDS AND SPORTS COURTS (\$125,000.00).**

By Councilor _____:

WHEREAS, Assemblymember Marianne Buttenschon has contacted the City of Rome with a possible grant of \$125,000.00 for the restoration of fields and sports courts including Glenview, Gryziec and Guyer fields, within the City of Rome; and

WHEREAS, Mayor Jeffrey Lanigan has recommended that the City accept said funds to enhance restoration efforts within the City; now, therefore

BE IT RESOLVED, that the Mayor of the City of Rome is hereby authorized to apply for and accept a grant of \$125,000.00 from New York State through the Office of Assemblymember Marianne Buttenschon for the restoration of fields and sports courts including Glenview, Gryziec and Guyer fields, within the City of Rome; and

BE IT FURTHER RESOLVED, that the City of Rome hereby expresses its gratitude to Assemblymember Buttenschon for her efforts in securing said funds for the benefit of the City of Rome.

Seconded by Councilor _____.

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith__ Anderson__ Dursi __ Sbaraglia __

ADOPTED ____

DEFEATED ____



CARL E. HEASTIE
Speaker of the Assembly

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

Room 932
Legislative Office Building
Albany, New York 12248
(518) 455-3791

May 10, 2024

Honorable Marianne Buttenschon
Member of Assembly
207 Genesee Street, Room 401
Utica, New York 13501

Dear Marianne:

I am in receipt of your Capital Project Description Form that provides for the following grantee to receive capital funding from the Community Resiliency, Economic Sustainability, and Technology Program (CREST):

City of Rome

\$125,000

-- Restoration of the basketball, tennis and pickle ball courts at the Glenview Park, the Franklyn Field, the Gryziec Park, and the Guyer Field, as well as for the purchase of dog exercise equipment

In order for your designated project to receive funds through CREST, the administering organization must complete a "Community Resiliency, Economic Sustainability, and Technology Program (CREST) Preliminary Application." Please provide the enclosed application to the City of Rome. The completed application should be returned to Chrys Cholakakis Ways and Means Committee, Capitol Building, Room 409, Albany, New York 12248. Upon receipt, staff from the Ways and Means Committee and Office of Counsel to the Majority will conduct an initial review to determine eligibility.

The application will be formally submitted to the Dormitory Authority of the State of New York (DASNY) for a more intensive review process after the initial review is completed. DASNY may require more detailed information in order for the grant contracting process to proceed. If DASNY requires additional information, they will contact the grant recipient directly. This process is necessary to ensure that the project can be funded with bond proceeds, as that is the source of funds for the Community Resiliency, Economic Sustainability, and Technology Program (CREST).

In addition, all projects funded through the Community Resiliency, Economic Sustainability, and Technology Program (CREST) are subject to a three-way review and approval process between the Executive, Senate and Assembly to ensure that the project meets the basic statutory requirements of the Program as well as capital funding guidelines. Once DASNY has completed its review process, your project will be forwarded to the Executive and the Senate for their consideration and approval.

It is through your efforts and advocacy on behalf of City of Rome that this project will be considered for capital funding through the CREST process. If you have any questions about the process, please do not hesitate to contact me or Chrys Cholakis, of the Ways and Means Committee staff at (518) 455-4067.

Sincerely,

A handwritten signature in cursive script that reads "Carl E. Heastie".

CARL E. HEASTIE
Speaker

Enc.



Financial Review Checklist

As part of DASNY’s review of your Grant, we must undertake a financial review of the project to be funded by Grant proceeds. The financial review ensures that State funding will be utilized on its own, or in conjunction with other funding sources to finance a fully functional capital project. The outline below will help you in gathering the appropriate documentation that DASNY will need to see before completing the financial review.

1. PROJECT BUDGET

- Please provide an established Project budget with attachments justifying how budget was developed. The budget should be substantiated by including a **recent** estimate, quotation or statement of probable cost from a qualified professional. For equipment purchases, we would expect to see **recent** quotations from vendors.
- If the project has commenced, you may provide awarded bids or contracts, AIA documents, or other pertinent documentation that establishes the budget. Please provide a summary document outlining the components of the budget.

Please consider:

- If Grant funds will be utilized for a phase of an overall project – the phase must be a standalone project with a recognized capital asset upon completion. For example, design phase → completed plans.
- Grant funds cannot be utilized to pay for internal labor, stockpiled materials, rental equipment or use of equipment owned by the Grantee.

2. PROJECT FUNDING SOURCES

If other sources of funding will be utilized to fully fund the project, we must see evidence that all funding sources have been secured, committed and available to complete the project.

If the project will be funded by the following, we would expect to see:

- Grantee Equity**– We would expect to see a letter from the Grantee’s Financial Officer committing the funds necessary to complete the project. The letter should be accompanied by a bank statement or recently audited financial statements specifically lining out the accounts that will fund the project.
- Adopted Budget**– If any portion of the Project will be funded by a line item from an adopted budget, a letter from the Grantee’s Financial Officer along with an adopted board resolution must be provided. The resolution should commit the funds necessary to complete the project and identify the source of such funds.

RESOLUTION NO. 39

**RESOLUTION TO ACCEPT AN OFFICE OF CHILDREN AND FAMILY SERVICES
GRANT FROM ASSEMBLYMEMBER MARIANNE BUTTENSCHON FOR THE PURCHASE
OF FURNITURE AND IT EQUIPMENT (\$25,000.00).**

By Councilor _____:

WHEREAS, Assemblymember Marianne Buttenschon has contacted the City of Rome with a grant of \$25,000.00 from the Office of Children and Family Services for the purchase of furniture and IT equipment for the Community room to support children and senior programming; and

WHEREAS, Mayor Jeffrey Lanigan has recommended that the City accept said funds to enhance child and senior programs within the City; now, therefore

BE IT RESOLVED, that the Mayor of the City of Rome is hereby authorized to accept a grant of \$125,000.00 from the Office of Children and Family Services through the Office of Assemblymember Marianne Buttenschon for the purchase of furniture and IT equipment for the Community room to support children and senior programming; and

BE IT FURTHER RESOLVED, that the City of Rome hereby expresses its gratitude to Assemblymember Buttenschon for her efforts in securing said funds for the benefit of the City of Rome.

Seconded by Councilor _____.

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith__ Anderson__ Dursi __ Sbaraglia __

ADOPTED ____

DEFEATED ____



Office of Children and Family Services

KATHY HOCHUL
Governor

DAMIA HARRIS-MADDEN, Ed.D., MBA, M.S.
Commissioner

August 7, 2024

Kimberly Rogers
City of Rome
198 North Washington Street
Rome, NY 13440

Dear Kimberly Rogers:

Congratulations! The New York State Legislature has established a Legislative Grant in the 2024-2025 State Budget for your Agency to be administered by the New York State Office of Children and Family Services (OCFS). The award will become final upon funding approval and your successful completion of the contract process.

Your staff must work with OCFS to complete the contract development and execution process. Please keep the following things in mind as you proceed:

- **Keep this letter for reference.** It provides important information you will need and contact information for the OCFS staff who will assist you. Please share it with anyone in your organization who will be working on contract development.
- If your grant is over \$50,000, once contract development is complete, the contract must be **approved by the Office of the New York State Comptroller (OSC)** and finalized by OCFS. It will then be "fully executed" and you can begin to submit claims against the grant. A contract approval letter with instructions to start the claiming process will be sent when this has occurred.
- OCFS does NOT expect you to begin providing services without this contract being fully executed. If you choose to do so, you run the risk of incurring expenses that OCFS may not be able to pay. If you have any questions about this, please contact your OCFS Contract Manager listed at the end of this document.

Award Information

Please note that your grant cannot be claimed against until your contract is successfully developed and approved (as described above). Here is your contract award information:

| | | | |
|-------------------------|---------------|---------------|--------|
| Contract Number: | TM12294 | Award Number: | LA4745 |
| Earliest Date to Start: | April 1, 2024 | | |
| Total Contract Value: | \$25000 | | |

Contract Due Date

Our goal is to have a fully executed contract to meet prompt contracting deadlines. To accomplish this, you will be given 30 calendar days to develop your contract and work with OCFS staff to make any needed refinements.

If you do not submit all required documents within 30 days, OCFS will be unable to complete the contract process and your contract approval will be delayed.

Contracting Guides & Requirements

- A copy of the Legislative Initiative Form including the purpose of the grant is attached for your use.
- **Begin the contract development process immediately.** The contract application and directions are available on the OCFS website at <https://ocfs.ny.gov/main/contracts/grants/>
- The contract term for this award must include the time necessary to complete the program/project and expend the award funds.
- Please pay special attention to all requirements in the Application Package; a checklist is included at the end of the Application Package.
- The completed, signed and notarized application package submitted to OCFS must be in paper form with original signatures.
- When submitting your Agency's application package, be sure to include a **valid email address** through which your OCFS Contract Manager can communicate with your Agency. The completed application package should be mailed to:

**NYS Office of Children and Family Services
Legislative Grants Administration Unit
52 Washington Street – South Building, Room 202
Rensselaer, NY 12144**

OCFS Contacts

If you have any questions regarding the contract development process, please feel free to contact your assigned Contract Manager, Seema Bisht at 518-473-6001 or via email at seema.bisht@ocfs.ny.gov. Please have the contract and award number available when calling for assistance. For general questions regarding this award, call the Contracting Helpline at 1-833-791-2741. Please have this letter in front of you when calling.

Again, congratulations on your award. We look forward to working with you.

Sincerely,



Sharon Devine
Deputy Commissioner for Administration-Finance

cc: Damia Harris-Madden, Ed.D., MBA, M.S.
Commissioner

Enclosures

SFY 2024-2025

SFY 2023-2024 LEGISLATIVE INITIATIVE FORM

Legal Name, Address, and Telephone Number:

CITY OF ROME
198 NORTH WASHINGTON STREET
ROME, NY 13440
(315) 336-6000

Project Title:

CHILDREN AND SENIOR PROGRAMS

Amount of Legislative Initiatives Funded for SFY 2023-2024:

\$25,000

Purpose of Project:

FUNDS WILL BE USED TO PROVIDE EDUCATIONAL AND RECREATIONAL PROGRAMS FOR CHILDREN AND SENIORS IN THE COMMUNITY.

Project Director:

KIMBERLY ROGERS
KROGERS@ROMECITYGOV.COM

Requested By:

BUTTENSCHON

Name of Administering State Agency:

OFFICE OF CHILDREN AND FAMILY SERVICES

Received
BCM
07/19/2024

RESOLUTION NO. 40

AUTHORIZING THE MAYOR TO ENTER INTO AGREEMENTS WITH GRIFFISS LOCAL DEVELOPMENT CORPORATION TO ACCEPT ROADWAYS AND LANDS TO BE INCORPORATED INTO THE CITY OF ROME, NEW YORK.

By Councilor _____:

WHEREAS, Griffiss Local Development Corporation ("GLDC"), a New York not-for profit local development corporation formed under Section 1411 of the Not-For-Profit Corporation Law, desires to convey various roadways (heretofore referred to as "subject streets") to the City of Rome, New York ("City" of "City of Rome"), and

WHEREAS, the City and GLDC have had a long-standing cooperative relationship in the creation, upgrading and/or maintenance of the subject streets as GLDC has worked to develop the former Griffiss Air Force Base since its closure in the mid-1990s, and

WHEREAS, for all practical purposes the subject streets have been under City control, maintenance and oversight for a varying number of years, rendering it necessary to formalize the legal adoption of the subject streets, which will provide, among other things, clarity of responsibilities to both the private and public sector and further assist with economic development efforts at the Griffiss Business and Technology Park, and

WHEREAS, the subject streets shall consist of: SFPA Streets (Various Tax parcel I.D. Nos.), Parcel F3B (Tax Parcel I.D. No. 224.000-1-3.1), Parcel F10A (Tax Parcel I.D. No. 206.000-2-76), Olive Grove Street, Air City Boulevard/Hangar Road West, Atlas Drive and Chappie James Boulevard, as more specifically delineated on the Bargain and Sale Deeds, maps and related documents on file at the Rome City Clerk's Office, which are hereby incorporated into this Resolution by reference, and

WHEREAS, Mayor Jeffrey M. Lanigan, 1st Ward Councilor John M. Sparace, and Commissioner of Public Works Joseph Guiliano of the City of Rome, wish to enter into agreements with GLDC to accept the subject streets and lands as described in the attached and/or incorporated documents; NOW THEREFORE

BE IT RESOLVED, that the Mayor of the City of Rome is hereby authorized to execute any and all Bargain and Sale deeds and related transfer documents, to complete the lawful transfer of the subject streets and lands, as more specifically described in Schedule A attached and/or on file at the Rome City Clerk's office, and

BE IT FURTHER RESOLVED, that such approval shall include the ability to make any necessary corrections and/or updates to said deeds and transfer paperwork including, but not limited to, legal descriptions, dates, signature lines and/or any other issues relating to clearing title to any of the premises described or referenced herein.

Seconded by Councilor _____.

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith __ Anderson __ Dursi __ Sbaraglia __

ADOPTED ____

DEFEATED ____



Griffiss Local Development Corporation
 584 Phoenix Drive • Rome, New York 13441
 315-338-0393 • 800-765-4990 • FAX 315-338-5694
 EMAIL: info@mvedge.org • www.mvedge.org

March 14, 2023

Hon. Thomas P. DiNapoli
 New York State Comptroller
 Office of the State Comptroller
 110 State Street
 Albany, New York 12236

Authorities Budget Office

MAR 22 2023

Hon. Carl E. Heastie
 Speaker
 New York State Assembly
 Legislative Office Building, Room 932
 Albany, New York 12248

Hon. Andrea Stewart-Cousins
 President Pro Tempore
 New York State Senate
 Legislative Office Building, Room 808
 Albany, New York 12247

RECEIVED

Hon. Robert Megna
 Budget Director
 New York State Division of Budget
 State Capitol
 Albany, New York 12224

Hon. Jeanette M. Moy
 Acting Commissioner of General Services
 Office of General Services, Corning Tower
 Empire State Plaza
 Albany, New York 12242

Hon. Jeffrey H. Pearlman
 Director
 State of New York
 Authorities Budget Office
 P.O. Box 2076
 Albany, New York 12220-0076

Re: Explanatory Statement Pursuant to Public Authorities Law §2897(6)(d)
 Griffiss Local Development Corporation to City of Rome
 Premises: Streets and/or Roadways in the Griffiss Business Park known as Atlas Drive,
 Air City Boulevard/Hangar Road West, Chappie James Boulevard and Olive Grove
 Street (collectively, the "Subject Streets")

Dear Sir/Madam:

Griffiss Local Development Corporation ("GLDC") is a New York not-for-profit local development corporation formed under Section 1411 of the Not-for-Profit Corporation Law ("NPCL"). Pursuant to its Certificate of Incorporation, GLDC operates for the corporate purposes, among others, "of participating in the development and implementation of a comprehensive strategy to maintain, strengthen and expand the uses and viability of the former Griffiss Air Force Base in the City of Rome and Oneida County including, without limitation, the [Air Force's] Rome Laboratory" by "promoting and providing for additional employment". In furtherance of its corporate purposes, GLDC has been developing a 1,600± acre portion of the former Griffiss Air Force Base as a business and technology park (the "Griffiss Business Park").

GLDC either now is or is becoming the fee owner or the beneficial owner of the above-referenced Subject Streets situate in the Griffiss Business Park.¹ GLDC, by means of a negotiated transaction,² proposes to convey the Subject Streets to the City of Rome, a New York municipal corporation and political subdivision of the State, for the sum of \$1.00, payment waived. The Subject Streets are as follows:

1. Air City Boulevard/Hangar Road West (4.168± acres)
2. Atlas Drive (1.57± acres)
3. Olive Grove Street (f/k/a Donaldson Road) (2.165± acres); and
4. Chappie James Boulevard (1.288± acres).

The purpose of the GLDC conveyance to the City of Rome is to transfer the Subject Streets into municipal ownership. This transfer will provide a means of insuring that the Subject Streets are maintained, repaired and/or replaced, in perpetuity, all of which would inure not only to the benefit of the businesses, governmental facilities and other occupants of the Griffiss Business Park, but also to the public, particularly those members of which reside and/or work in the City of Rome and/or the County of Oneida. The conveyance of the Subject Streets to the City of Rome will also relieve GLDC from the liability and expense involved and in maintaining, repairing and/or replacing such streets in the future. The transaction described herein is in furtherance of GLDC's corporate purpose and mission.

According to a recent appraisal performed for GLDC by Erik Stropp of Stropp Appraisal, as of December 12, 2022 the value of each of the above-described Subject Streets is as follows:

- | | |
|--|---------------|
| 1. Air City Boulevard/Hangar Road West - | \$ 146,000.00 |
| 2. Atlas Drive - | \$ 33,000.00 |
| 3. Olive Grove Street - | \$ 41,000.00 |
| 4. Chappie James Boulevard- | \$ 68,000.00 |

Since the Subject Streets are to be transferred by GLDC to the City of Rome for the sum of One Dollar (\$1.00), payment waived, this conveyance would be considered a conveyance for less than fair market value. However, because the transferee is a government, to wit: the City of Rome and the use of the streets will remain with the City of Rome, and because the purpose of the transfer is within GLDC's purpose and mission, the transfer by negotiated transaction is permitted pursuant to Sections 2896(b)(c)(v), 2897(7)(i) and (ii) of the Public Authorities Law.

¹ The United States of America, acting by and through the Secretary of the Air Force (the "Air Force") conveyed various parcels of land to the Oneida County Industrial Development Agency ("OCIDA") comprising the Griffiss Business Park. OCIDA, in turn, leased said lands (or these portions thereof not previously conveyed to third parties) to GLDC pursuant to one or more lease agreements (the "Lease Agreement(s)") whereby GLDC (a) has the right at any time during the lease term to acquire, for nominal consideration, the fee title to all or any portion of the leased premises not previously conveyed out to a third party (collectively, the "Remaining Leased Premises"), (b) has the obligation to acquire such fee title at the end of the lease term, and (c) bears all of the financial and other responsibilities typically borne by the fee owners of real property. By virtue of the aforesaid provisions of the Lease Agreement(s), GLDC is deemed to be the beneficial owner of the Remaining Leased Premises described therein, including those of the Subject Streets it does not already hold the fee title to or is in the process of acquiring.

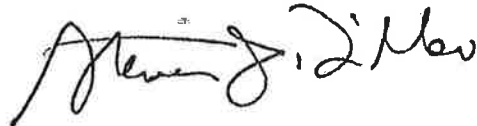
In accordance with Section 2897(7)(c) of the Public Authorities Law, the GLDC Board of Directors made a written determination that there is no reasonable alternative to the proposed below market transfer that would achieve the same purpose as the transfer.

It is anticipated that the transfer and conveyance of the Subject Streets by GLDC to the City of Rome will occur on a date which is not less than ninety (90) days from the date of this notice.

Please feel free to contact the undersigned if you have any questions regarding this transaction.

Sincerely,

GRIFFISS LOCAL DEVELOPMENT
CORPORATION

A handwritten signature in black ink, appearing to read "Steven J. DiMeo". The signature is written in a cursive style with a large initial "S".

By:

Steven J. DiMeo
Its Authorized Representative

BARGAIN AND SALE DEED

(SFPA Streets)

THIS INDENTURE, dated as of the _____ day of _____, 2023

between

GRIFFISS LOCAL DEVELOPMENT CORPORATION, a New York not-for-profit local development corporation having an address of 584 Phoenix Drive, Rome, New York 13441,

Grantor or party of the first part,

and

CITY OF ROME, a New York municipal corporation having an address of City Hall, 198 North Washington Street, Rome, New York 13440,

Grantee or party of the second part,

WITNESSETH, that the party of the first part, in consideration of One and 00/100 Dollars (\$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, the heirs or successors and assigns of the party of the second part forever,

Parcel 1

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York designated as “Avery Lane” on a map entitled “Map Showing a Portion of the Roadway System at the Former Griffiss Air Force Base to be Conveyed to City of Rome (Avery Lane, March Street), City of Rome, County of Oneida, State of New York”; made by Michael P. Waters, P.L.S. No. 50027, dated September 17, 2003, last revised September , 2022 and filed on _____, 2023 in the Oneida County Clerk’s Office as Instrument No. _____; which said tract, piece or parcel of land is more particularly bounded and described as follows:

AVERY LANE

Beginning at the intersection of the proposed southerly street boundary of Avery Lane with the proposed westerly highway boundary of The Griffiss Veterans Memorial Parkway, NYS Route 825; said point being South 02° 53’ 58” West, 1,124.72 feet from a capped iron rod stamped “NYS DOT ROW” located at Baseline Station 3+356.076 (11+040.255) for the construction of The Griffiss Veterans Memorial Parkway, NYS Route 825;

thence South 82° 49’ 10” West along said proposed southerly street boundary of Avery Lane 378.44 feet to its intersection with the proposed westerly street boundary of Avery Lane;

thence northerly along said proposed westerly street boundary of Avery Lane on a curve to the right having a radius of 80.00 feet, an arc length of 328.22 feet, a chord direction of North 20° 16' 36" East to its intersection with the proposed northeasterly street boundary of Avery Lane;

thence South 42° 10' 50" East along said proposed northeasterly street boundary of Avery Lane 73.11 feet to its intersection with the proposed northerly street boundary of Avery Lane;

thence North 82° 49' 10" East along said proposed northerly street boundary of Avery Lane 271.09 feet to its intersection with the aforementioned proposed westerly highway boundary of The Griffiss Veterans Memorial Parkway, NYS Route 825;

thence South 07° 10' 50" East along said proposed westerly highway boundary of The Griffiss Veterans Memorial Parkway, NYS Route 825, 66.00 feet to the place of beginning, being 41,786.1 ± square feet or 0.959 acre, more or less.

Parcel 2

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York designated as "Brooks Road" on a map entitled "Map Showing a Portion of the Roadway System at the Former Griffiss Air Force Base to be Conveyed to City of Rome (Brooks Road, Chappie James Boulevard, Floyd Avenue, Hangar Road (Parcel A), Langley Road and Macdill Street), City of Rome, County of Oneida, State of New York"; made by Michael P. Waters, P.L.S. No. 50027, dated September 17, 2003, last revised September , 2022 and filed on _____, 2023 in the Oneida County Clerk's Office as Instrument No. _____; which said tract, piece or parcel of land is more particularly bounded and described as follows:

BROOKS ROAD

Beginning at the intersection of the proposed northerly street boundary of Brooks Road with the northeasterly highway boundary of The Griffiss Veterans Memorial Parkway, NYS Route 825; said point being North 44° 52' 03" East, 416.47 feet from a monument stamped "#PI-242" located at Baseline Station 3+276.910(Sta. 10+750.995) for the construction of The Griffiss Veterans Memorial Parkway, NYS Route 825;

thence North 88° 24' 10" East along said proposed northerly street boundary of Brooks Road 1,229.51 feet to its intersection with the proposed easterly street boundary of Brooks Road;

thence South 01° 38' 34" East along said proposed easterly street boundary of Brooks Road 73.42 feet to its intersection with the northerly boundary line of lands known as DFAS Parcel North;

thence South 88° 24' 10" West along the northerly boundary line of said lands known as DFAS Parcel North 110.43 feet to its intersection with the westerly boundary line of said lands known as DFAS Parcel North;

thence South 01° 30' 57" East along the westerly boundary line of said lands known as DFAS Parcel North 26.58 feet to its intersection with the proposed southerly street boundary of Brooks Road;

thence along said proposed southerly street boundary of Brooks Road the following two courses and distances:

1. South 88° 24' 10" West, 1,038.34 feet to a point;
2. South 66° 32' 38" West, 87.09 feet to its intersection with the proposed easterly highway boundary of The Griffiss Veterans Memorial Parkway, NYS Route 825;

thence North 01° 03' 34" West along said proposed easterly highway boundary of The Griffiss Veterans Memorial Parkway, NYS Route 825, 132.43 feet to the place of beginning, being 120,321.4± square feet or 2.762 acres, more or less.

Parcel 3

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York designated as "Dart Circle" on a map entitled "Map Showing a Portion of the Roadway System at the Former Griffiss Air Force Base to be Conveyed to City of Rome (Dart Circle), City of Rome, County of Oneida, State of New York"; made by Michael P. Waters, P.L.S. No. 50027, dated September 17, 2003, last revised September , 2022 and filed on _____, 2023 in the Oneida County Clerk's Office as Instrument No. _____; which said tract, piece or parcel of land is more particularly bounded and described as follows:

DART CIRCLE

Beginning at the intersection of the proposed southerly street boundary of Dart Circle with the existing westerly highway boundary of The Griffiss Veterans Memorial Parkway, NYS Route 825; said point being North 01° 00' 44"E along said proposed westerly highway boundary of The Griffiss Veterans Memorial Parkway, NYS Route 825, 185.12 feet from a capped iron rod stamped "NYSDOT ROW" located at Baseline Station 1+577.498 (5+288.441) for the construction of The Griffiss Veterans Memorial Parkway, NYS Route 825;

thence along said proposed southerly street boundary of Dart Circle the following three (3) courses and distances:

1. North 88° 06' 57" West, 205.93 feet to a point of curvature;
2. westerly along a curve to the left having a radius of 298.08 feet, a chord length of 51.89 feet, a chord direction of South 86° 53' 30" West to a point;
3. South 81° 23' 46" West, 45.84 feet to a point of curvature;

thence continuing along said proposed Dart Circle street boundary on a curve to the left having a radius of 119.31 feet, a chord length of 109.78 feet, a chord direction of South 54° 15' 20" West to its intersection with the proposed easterly street boundary of Dart Circle;

thence along said proposed easterly street boundary of Dart Circle the following four (4) courses and distances:

1. southerly along a curve to the left having a radius of 122.14 feet, a chord length of 74.64 feet, a chord direction of South 08° 51' 39" West feet to a point;
2. South 09° 05' 20" East, 151.60 feet to a point of curvature;
3. southerly along a curve to the left having a radius of 170.00 feet, a chord length of 49.32 feet, a chord direction of South 17° 40' 10" East to a point of curvature;
4. easterly along a curve to the left having a radius of 17.00 feet, a chord length of 20.34 feet, a chord direction of South 53° 28' 47" East to a point of curvature;

thence continuing along said proposed Dart Circle street boundary along a curve to the right having a radius of 182.14 feet, an arc length of 410.42 feet, a chord direction of South 34° 17' 45" West to its intersection with the proposed westerly street boundary of Dart Circle;

thence along said proposed westerly street boundary of Dart Circle the following five (5) courses and distances:

1. northerly along a curve to the left having a radius of 17.00 feet, a chord length of 16.64 feet, a chord direction of North 02° 05' 07" West to a point of curvature;
2. northerly along a curve to the right having a radius of 230.00 feet, a chord length of 82.31 feet, a chord direction of North 19° 20' 21" West to a point;
3. North 09° 05' 20" West, 151.07 feet to a point of curvature;
4. northerly along a curve to the right having a radius of 182.14 feet, a chord length of 111.43 feet, a chord direction of North 08° 49' 46" East to a point;
5. North 41° 28' 15" West, 6.52 feet to a point of curvature;

thence continuing along said proposed westerly street boundary of Dart Circle on a curve to the right having a radius of 185.31 feet, a chord length of 168.21 feet, a chord direction of North 54° 39' 17" East to its intersection with the proposed northerly street boundary of Dart Circle;

thence along said proposed northerly street boundary of Dart Circle the following three (3) courses and distances:

1. North 81° 23' 46" East, 45.84 feet to a point of curvature;
2. easterly along a curve to the right having a radius of 364.08 feet, a chord length of 63.37 feet, a chord direction of North 86° 53' 30" East, to a point;
3. South 88° 06' 57" East, 205.92 feet to its intersection with the aforementioned existing westerly highway boundary of The Griffiss Veterans Memorial Parkway, NYS Route 825;

thence South 01° 00' 44" West along said existing westerly highway boundary of The Griffiss Veterans Memorial Parkway, NYS Route 825, 66.00 feet to the place of beginning, being 68,371.4± square feet or 1.570 acres, more or less.

Parcel 4

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York designated as "Ellsworth Road (Parcel A)" on a map entitled "Map Showing a Portion of the Roadway System at the Former Griffiss Air Force Base to be Conveyed to City of Rome (Ellsworth Road, Parcel A), City of Rome, County of Oneida, State of New York"; made by Michael P. Waters, P.L.S. No. 50027, dated September 17, 2003, last revised September , 2022 and filed in _____, 2023 in the Oneida County Clerk's Office as Instrument No. _____; which said tract, piece or parcel of land is more particularly bounded and described as follows:

ELLSWORTH ROAD (Parcel A)

Beginning at the intersection of the proposed northerly street boundary of Ellsworth Road (Parcel A) with the proposed easterly highway boundary of The Griffiss Veterans Memorial Parkway, NYS Route 825; located South 87° 13' 39" East 68.54 feet from a capped iron rod found stamped "NYSDOT ROW" at Baseline Sta 9+016.120 for the construction of The Griffiss Veterans Memorial Parkway, NYS Route 825;

thence along said proposed northerly street boundary of Ellsworth Road (Parcel A) the following three (3) courses and distances:

1. North 48° 24' 00" East, 89.01 feet to a point of curvature;
2. easterly along a curve to the right having a radius of 706.16 feet, a chord length of 481.73 feet, a chord direction of North 66° 16' 28" East to a point of tangency;
3. North 89° 02' 53" East, 1,318.08 feet to a point on said proposed northerly street boundary of said Ellsworth Road (Parcel A);

thence South 00° 57' 07" East through said proposed Ellsworth Road (Parcel A) 100.00 feet to its intersection with the proposed southerly street boundary of said Ellsworth Road (Parcel A);

thence along said proposed southerly street boundary of Ellsworth Road (Parcel A) the following three (3) courses and distances:

1. South 89° 02' 53" West, 1,315.58 feet to a point of curvature;
2. westerly along a curve to the left having a radius of 606.16 feet, a chord length of 411.27 feet, a chord direction of South 66° 09' 29" West to a point;
3. South 49° 34' 02" West, 89.17 feet to its intersection with the aforementioned proposed easterly highway boundary of The Griffiss Veterans Memorial Parkway, NYS Route 825;

thence North 43° 37' 25" West along said proposed easterly highway boundary of The Griffiss Veterans Memorial Parkway, NYS Route 825, 96.39 feet to the place of beginning, being 185,442.6± ± square feet or 4.257 acres, more or less.

SUBJECT TO Rail Spur Easement A. which Rail Spur Easement A is more particularly described as follows:

Beginning at a point on the proposed northerly street boundary of said Ellsworth Road (Parcel A); said point being South 66° 00' 00" West, 106.57 feet from a capped iron rod found stamped "DFAS-12";

thence through Ellsworth Road (Parcel A) along a curve to the right having a radius of 370.05 feet, a chord length of 176.75 feet, a chord direction of South 56° 56' 08" East to its intersection with the proposed southerly street boundary of Ellsworth Road (Parcel A);

thence South 89° 02' 53" West along said proposed southerly street boundary of Ellsworth Road (Parcel A) 42.06 feet to a point;

thence through Ellsworth Road (Parcel A) the following three (3) courses and distances:

1. northerly along a curve to the left having a radius of 340.05 feet, a chord length of 134.92 feet, a chord direction of North 59° 19' 26" West to a point of curvature;
2. northerly along a curve to the left having a radius of 365.59 feet, a chord length of 78.87 feet, a chord direction of North 76° 36' 09" West to a point;
3. North 82° 39' 35" West, 59.42 to its intersection with the aforementioned proposed northerly street boundary of Ellsworth Road (Parcel A) ;

thence North 89° 02' 53" East along said proposed northerly street boundary of Ellsworth Road (Parcel A) 145.72 feet to the place of beginning, being 6,410.0± square feet or 0.147 acre, more or less.

Parcel 5

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York designated as “Ellsworth Road (Parcel B)” on a map entitled “Map Showing a Portion of the Roadway System at the Former Griffiss Air Force Base to be Conveyed to City of Rome (Ellsworth Road Parcel B, Olive Grove Street), City of Rome, County of Oneida, State of New York”; made by Michael P. Waters, P.L.S. No. 50027, dated September 17, 2003, last revised September , 2022 and filed on _____, 2023 in the Oneida County Clerk’s Office as Instrument No. _____; which said tract, piece or parcel of land is more particularly bounded and described as follows:

ELLSWORTH ROAD (Parcel B)

Beginning at point on the proposed northerly street boundary of Ellsworth Road (Parcel B); said point being South 79° 26' 30" West, 399.78 feet from a capped iron rod found stamped “AFRL – 39”;

thence along said proposed northerly street boundary of Ellsworth Road (Parcel B) the following five (5) courses and distances:

1. North 89° 02' 53" East, 1,278.31 feet to a point of curvature;
2. easterly along a curve to the left having a radius of 498.78 feet, a chord length of 173.62 feet, a chord direction of North 79° 01' 30" East to a point;
3. North 69° 00' 04" East, 33.73 feet to a point of curvature;
4. easterly along a curve to the right having a radius of 601.16 feet, a chord length of 190.07 feet, a chord direction of North 78° 05' 51" East to a point;
5. North 87° 11' 37" East, 711.05 feet to its intersection with the proposed easterly street boundary of Ellsworth Road (Parcel B);

thence southerly along a curve to the right having a radius of 600.00 feet, a chord length of 645.84 feet, a chord direction of South 60° 13' 17" East to a point on said proposed easterly street boundary of Ellsworth Road (Parcel B);

thence South 62° 30' 00" West through said proposed Ellsworth Road (Parcel B) 100.00 feet to its intersection with the proposed westerly street boundary of said Ellsworth Road (Parcel B);

thence along said proposed westerly street boundary of said Ellsworth Road (Parcel B) on curve to the left having a radius of 500.00 feet, a chord length of 537.96 feet, a chord direction of North 60° 14' 12" West to its intersection with the proposed southerly street boundary of Ellsworth Road (Parcel B);

thence along said proposed southerly street boundary of Ellsworth Road (Parcel B) the following five (5) courses and distances:

1. South 87° 11' 37" West, 711.05 feet to a point curvature;
2. westerly along a curve to the left having a radius of 501.16 feet, a chord length of 158.46 feet, a chord direction of South 78° 05' 53" West to a point;
3. South 69° 00' 04" West, 33.73 feet to a point of curvature;
4. westerly along a curve to the right having a radius of 598.78 feet, a chord length of 208.43 feet, a chord direction of South 79° 01' 31" West to a point;
5. South 89° 02' 53" West, 1,278.25 feet to a point;

thence North 00° 57' 07" West, 100.00 feet the place of beginning, being 301,554.9 ± square feet or 6.923 acres, more or less.

SUBJECT TO Rail Spur Easement B, which Rail Spur Easement B is more particularly described as follows:

Beginning at a point in the proposed southerly street boundary of said Ellsworth Road (Parcel B); said point being South 41° 47' 55" East, 564.94 feet from a capped iron rod found stamped "AFRL-37A";

thence through said Ellsworth Road (Parcel B) the following two (2) courses and distances:

1. easterly along a curve to the right having a radius of 407.39 feet, a chord length of 149.18 feet, a chord direction of North 71° 30' 48" East a point;
2. North 84° 33' 04" East, 64.50 feet to its intersection with the aforementioned proposed southerly street boundary said Ellsworth Road (Parcel B);

thence along said proposed southerly street boundary of said Ellsworth Road (Parcel B) the following three (3) courses and distances:

1. westerly along a curve to the left having a radius of 501.16 feet, a chord length of 10.93 feet, a chord direction of South 69° 36' 43" West to a point;
2. South 69° 00' 04" West 33.60 feet to a point of curvature;
3. westerly along a curve to the right having a radius of 598.78 feet, a chord length of 168.53 feet, a chord direction of South 77° 05' 30" West to the place of beginning, being 2,844.7± square feet or 0.065 acre, more or less.

ALSO, SUBJECT TO Rail Spur Easement C, which Rail Spur Easement C is more particularly described as follows:

Beginning at a point in the proposed southerly street boundary of said Ellsworth Road (Parcel B); said point being South 66° 04' 40" East, 831.42 feet from a capped iron rod found stamped "AFRL-37A";

thence through said Ellsworth Road (Parcel B) the following three (3) courses and distances:

1. easterly along a curve to the right having a radius of 587.96 feet, a chord length of 92.08 feet, a chord direction of North 62° 42' 08" East a point;
2. North 87° 11' 37" East, 403.62 feet to a point of curvature;
3. easterly along a curve to the left having a radius of 443.37 feet, a chord length of 278.18 feet, a chord direction of North 68° 54' 38" East its intersection with the proposed northerly street boundary of said Ellsworth Road (Parcel B);

thence easterly along said proposed northerly street boundary of said Ellsworth Road (Parcel B) on a curve to the right having a radius of 600.00 feet, a chord length of 40.38 feet, a chord direction of South 83° 06' 01" East to a point;

thence through said Ellsworth Road (Parcel B) along a curve to the right having a radius of 473.37 feet, a chord length of 181.42 feet, a chord direction of South 58° 17' 43" West to its intersection with the aforementioned proposed southerly street boundary of Ellsworth Road (Parcel B);

thence South 87° 11' 37" West along said proposed southerly street boundary of said Ellsworth Road (Parcel B) 640.52 feet to the place of beginning, being 10,344.3± square feet or 0.237 acre, more or less.

Parcel 6

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York designated as "Ellsworth Road (Parcel C)" on a map entitled "Map Showing a Portion of the Roadway System at the Former Griffiss Air Force Base to be Conveyed to City of Rome (Ellsworth Road, Parcel C), City of Rome, County of Oneida, State of New York"; made by Michael P. Waters, P.L.S. No. 50027, dated September 17, 2003, last revised September , 2022 and filed on _____, 2023 in the Oneida County Clerk's Office as Instrument No. _____; which said tract, piece or parcel of land is more particularly bounded and described as follows:

ELLSWORTH ROAD (Parcel C)

Beginning at point on the proposed westerly street boundary of Ellsworth Road (Parcel C); said point being North 73° 16' 44" East, 1,989.66 feet from a capped iron rod found stamped "AFRL - 37A";

thence North 62° 30' 00" East through said proposed Ellsworth Road (Parcel C) 100.00 feet to its intersection with the proposed easterly street boundary of Ellsworth Road (Parcel C);

thence along said proposed easterly street boundary of Ellsworth Road (Parcel C) the following three (3) courses and distances:

1. southerly along a curve to the right having a radius of 600.00 feet, a chord length of 147.12 feet, a chord direction of South 20° 48' 19" East to a point on the proposed easterly street boundary of Ellsworth Road (Parcel C);
2. South 13° 34' 30" East, 206.93 feet to a point of curvature;
3. southerly along a curve to the left having a radius of 500.00 feet, a chord length of 269.52 feet, a chord direction of South 29° 12' 46" East to its intersection with the proposed southeasterly street boundary of Ellsworth Road (Parcel C);

thence South 46° 31' 43" East along said proposed southeasterly street boundary of Ellsworth Road (Parcel C), 1,861.04 feet to its intersection with the proposed southwesterly street boundary of Ellsworth Road (Parcel C);

thence South 43° 28' 18" West along said proposed southwesterly street boundary of Ellsworth Road (Parcel C), 100.00 feet to its intersection with the proposed northwesterly street boundary of Ellsworth Road (Parcel C);

thence along North 46° 31' 43" West along said proposed northwesterly street boundary of Ellsworth Road (Parcel C), 1,863.97 feet to its intersection with the proposed westerly street boundary of Ellsworth Road (Parcel C);

thence along said proposed westerly street boundary of Ellsworth Road (Parcel C) the following three (3) courses and distances:

1. northerly along a curve to the right having a radius of 600.00 feet, a chord length of 323.43 feet, a chord direction of North 29° 12' 46" West to a point of tangency;
2. North 13° 34' 30" West, 206.93 feet to a point of curvature;
3. northerly along a curve to the left having a radius of 500.00 feet, a chord length of 122.96 feet, a chord direction of North 20° 43' 08" West to the place of beginning, being 250,528.1 ± square feet or 5.751 acres, more or less.

Parcel 7

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York designated as "Floyd Avenue" on a map entitled "Map Showing a Portion of the Roadway System at the Former Griffiss Air Force Base to be Conveyed to City of Rome (Brooks Road, Chappie James Boulevard, Floyd Avenue, Hangar Road (Parcel A),

Langley Road, and Macdill Street), City of Rome, County of Oneida, State of New York”; made by Michael P. Waters, P.L.S. No. 50027, dated September 17, 2003, last revised September , 2022 and filed on _____, 2023 in the Oneida County Clerk’s Office as Instrument No. _____; which said tract, piece or parcel of land is more particularly bounded and described as follows:

FLOYD AVENUE

Beginning at the intersection of the proposed southerly street boundary of Floyd Avenue with the proposed southwesterly highway boundary of The Griffiss Veterans Memorial Parkway, NYS Route 825, said point being North 24° 00’ 58” West, 154.98 feet from a monument stamped “# PI-242” located at Baseline Station 3+276.910(Sta. 10+750.995) for the construction of The Griffiss Veterans Memorial Parkway, NYS Route 825;
thence North 65° 22’ 31” West, 31.98 feet along the proposed southerly street boundary of Floyd Avenue;

thence South 88° 24’ 10” West along the proposed southerly street boundary of Floyd Avenue 268.05 feet to its intersection with the proposed southwesterly street boundary of Floyd Avenue;

thence South 50° 40’ 22” West along said proposed southwesterly street boundary of Floyd Avenue 1,060.89 feet to its intersection with the division line between the herein described parcel on the east and the lands of The City of Rome (reputed owner) on the west;

thence North 39° 50’ 32” West along said division line 41.17 feet to its intersection with the centerline of the existing Floyd Avenue;

thence North 50° 09’ 48” East along said centerline 557.20 feet to its intersection with the division line between the herein described parcel on the south and the lands of Louis P. Ceci and Carol J. Ceci (reputed owner) on the northwest;

thence North 06° 33’ 32” West along said division line 64.07 feet to its intersection with the proposed northerly street boundary of Floyd Avenue;

thence along said proposed northerly street boundary of Floyd Avenue the following two (2) courses and distances:

1. North 50° 40’ 22” East, 503.20 feet to a point;
2. North 88° 24’ 10” East, 327.00 feet to its intersection with the proposed westerly highway boundary of The Griffiss Veterans Memorial Parkway, NYS Route 825;

thence South 03° 14’ 48” East along said proposed westerly highway boundary of The Griffiss Veterans Memorial Parkway, NYS Route 825, 122.04 feet to the place of beginning, being 106,816.2± ± square feet or 2.452 acres, more or less.

Parcel 8

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York designated as “Geiger Road/Brookley Road” on a map entitled “Map Showing a Portion of the Roadway System at the Former Griffiss Air Force Base to be Conveyed to City of Rome (Brookley Road, Geiger Road), City of Rome, County of Oneida, State of New York”; made by Michael P. Waters, P.L.S. No. 50027, dated September 17, 2003, last revised September , 2022 and filed on _____, 2023 in the Oneda County Clerk’s Office as Instrument No. _____; which said tract, piece or parcel of land is more particularly bounded and described as follows:

GEIGER ROAD/BROOKLEY ROAD

Beginning at a capped iron rod stamped “NYSDOT ROW” located at the intersection of the proposed southeasterly street boundary of Geiger Road/Brookley Road with the proposed westerly highway boundary of The Griffiss Veterans Memorial Parkway, NYS Route 825, located at Baseline Station 2+561.444 Sta. 8+403.670 for the construction of said The Griffiss Veterans Memorial Parkway, NYS Route 825;

thence along said southeasterly street boundary of Geiger Road/Brookley Road the following six (6) courses and distances:

1. South 30° 43’ 39” West, 173.50 feet to a point of curvature;
2. southerly along a curve to the left having a radius of 1,683.18 feet, a chord length of 46.78 feet, a chord direction of South 29° 35’ 56” West to a point of curvature;
3. southerly along a curve to the left having a radius of 1,112.72 feet, a chord length of 180.58 feet, a chord direction of South 24° 12’ 39” West to a point;
4. South 16° 16’ 28” West, 91.37 feet to a point of curvature;
5. southerly along a curve to the left having a radius of 1,505.86 feet, a chord length of 291.03 feet, a chord direction of South 16° 23’ 58” West to a point of curvature;
6. southerly along a curve to the left having a radius of 1,999.42 feet, a chord length of 229.55 feet, a chord direction of South 07° 33’ 46” West to its intersection with the proposed easterly street boundary of Geiger Road/Brookley Road;

thence along the proposed easterly street boundary of Geiger Road/Brookley Road the following two (2) courses and distances:

1. South 01° 33’ 55” West, 108.69 feet to a point;
2. South 01° 00’ 45” East, 69.65 feet to its intersection with the proposed southeasterly street boundary of Geiger Road/Brookley Road;

thence along the proposed southeasterly street boundary of Geiger Road/Brookley Road the following two (2) courses and distances:

1. southerly along on a curve to the left having a radius of 284.29 feet, a chord distance of 214.81 feet, a chord direction of South 24° 03' 51" East to a point on the proposed southeasterly street boundary of Geiger Road/Brookley Road;
2. easterly on a curve to the left having a radius of 192.33 feet, a chord distance of 182.34 feet, a chord direction of South 73° 53' 32" East to its intersection with the proposed northerly street boundary of Geiger Road/Brookley Road;

thence along the proposed northerly street boundary of Geiger Road/Brookley Road the following four (4) courses and distances:

1. North 77° 48' 45" East, 1,369.74 feet to a point;
2. South 11° 00' 56" East, 3.48 feet to a point;
3. North 77° 48' 18" East, 77.69 feet to a point;
4. North 66° 40' 59" East, 64.88 feet to its intersection with the proposed northeasterly street boundary of Geiger Road/Brookley Road;

thence North 37° 12' 18" East, 52.31 feet along the proposed northeasterly street boundary of Geiger Road/Brookley Road to the aforementioned proposed westerly highway boundary of The Griffiss Veterans Memorial Parkway, NYS Route 825;

thence southerly along said proposed westerly highway boundary of The Griffiss Veterans Memorial Parkway, NYS Route 825 the following two (2) courses and distances:

1. South 53° 31' 36" East, 35.36 feet to a point;
2. South 42° 11' 01" East, 35.02 feet to its intersection with the proposed southeasterly street boundary of Geiger Road/Brookley Road;

thence South 41° 49' 08" West along the proposed southeasterly street boundary of Geiger Road/Brookley Road 88.18 feet to its intersection with the proposed southerly street boundary of Geiger Road/Brookley Road;

thence along the proposed southeasterly street boundary of Geiger Road/Brookley Road the following nine (9) courses and distances:

1. South 77° 48' 18" West, 155.77 feet to a point;
2. North 11° 00' 56" West, 5.92 feet to a point;
3. South 77° 48' 45" West, 817.23 feet to point;
4. South 14° 02' 15" East, 19.06 feet to a point of curvature;
5. westerly along a curve to the left having a radius of 25.00 feet, a chord length of 34.78 feet, a chord direction of North 59° 12' 06" West to a point of tangency;

6. South 77° 48' 45" West, 493.03 feet to a point;
7. South 83° 04' 34" West, 61.60 feet to a point of curvature;
8. northerly along a curve to the left having a radius of 235.00 feet, a chord length of 198.95 feet, a chord direction of North 74° 06' 17" West to a point of tangency;
9. North 23° 45' 52" West, 7.66 feet to a point of curvature;

thence northerly along a curve to the right having a radius of 344.29 feet, a chord length of 258.57 feet, a chord direction of North 23° 55' 39" West to its intersection with the proposed westerly street boundary of the Geiger Road/Brookley Road;

thence along the proposed westerly street boundary of Geiger Road/Brookley Road the following seven (7) courses and distances:

1. North 01° 00' 45" West, 69.65 feet to a point;
2. North 01° 33' 55" East, 111.86 feet to a point of curvature;
3. northerly along a curve to the right having a radius of 2,059.42 feet, a chord length of 236.45 feet, a chord direction of North 07° 33' 46" East to a point of curvature;
4. northerly along a curve to the right having a radius of 1,565.86 feet, a chord length of 302.64 feet, a chord direction of North 16° 23' 57" East to a point of tangency;
5. North 16° 16' 58" East, 91.37 feet to a point of curvature;
6. northerly along a curve to the right having a radius of 1,172.72 feet, a chord length of 219.17 feet, a chord direction of North 24° 52' 40" East to a point of tangency;
7. North 29° 42' 43" East, 193.39 feet to its intersection with the aforementioned proposed westerly highway boundary of The Griffiss Veterans Memorial Parkway, NYS Route 825;

thence South 59° 13' 39" East along said proposed westerly highway boundary of The Griffiss Veterans Memorial Parkway, NYS Route 825, 63.21 feet to the place of beginning, being 194,307.0 ± square feet or 4.461 acres, more or less.

SUBJECT TO an Overhead Power Transmission Line Easement, which Overhead Power Transmission Line Easement is more particularly described as follows:

Beginning at a point on the proposed easterly street boundary of the Geiger Road/Brookley Road; said point being South 30° 43' 39" West, 148.28 feet from a capped iron found stamped "NYS DOT ROW" located at station 2+561.444 Sta. 8+403.670 of the survey baseline for the construction of The Griffiss Veterans Memorial Parkway, NYS Route 825;

thence along the proposed easterly street boundary of said Geiger Road/Brookley Road the following three (3) courses and distances:

1. South 30° 43' 39" West, 21.94 feet to a point of curvature;
2. southerly along a curve to the left having a radius of 1,683.18 feet, a chord length of 46.78 feet, a chord direction of South 29° 35' 56" West to a point of curvature;
3. southerly along a curve to the left having a radius of 1,112.72 feet, a chord length of 108.30 feet, a chord direction of South 26° 04' 32" West to a point on the proposed easterly street boundary of Geiger Road/Brookley Road above;

thence South 73° 31' 35" West through Geiger Road/Brookley Road 76.74 feet to its intersection with the proposed westerly street boundary Geiger Road/Brookley Road;

thence northerly along a curve to the right having a radius of 1,172.72 feet, a chord length of 166.63 feet, a chord direction of North 24° 55' 23" East to a point on the proposed westerly street boundary of Geiger Road/Brookley Road;

thence through Geiger Road/Brookley Road the following two (2) courses and distances:

1. North 73° 31' 35" East, 55.70 feet to a point;
2. North 69° 46' 43" East, 33.88 feet to the place of beginning, being 10,266.0 ± square feet or 0.236 acre, more or less.

Parcel 9

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York designated as "Hangar Road (Parcel A)" on a map entitled "Map Showing a Portion of the Roadway System at the Former Griffiss Air Force Base to be Conveyed to City of Rome (Brooks Road, Chappie James Boulevard, Floyd Avenue, Hangar Road (Parcel A), Langley Road, and Macdill Street), City of Rome, County of Oneida, State of New York"; made by Michael P. Waters, P.L.S. No. 50027, dated September 17, 2003, last revised September , 2022 and filed on _____, 2023 in the Oneida County Clerk's Office as Instrument No. _____; which said tract, piece or parcel of land is more particularly bounded and described as follows:

HANGAR ROAD (Parcel A)

Beginning at the intersection of the proposed southerly street boundary of Hangar Road (Parcel A) with the proposed easterly highway boundary of The Griffiss Veterans Memorial Parkway, NYS Route 825; said point being N 53° 31' 05" East, 453.82 feet from a capped iron rod stamped "AFRL-11" ;

thence North 01° 26' 38" West 100.00 feet along the proposed easterly highway boundary of The Griffiss Veterans Memorial Parkway, NYS Route 825, to a point on the proposed northerly street boundary of Hangar Road (Parcel A);

thence along said proposed northerly street boundary of Hangar Road (Parcel A) North 88° 21' 56" East, 469.43 feet to a point on said proposed northerly street boundary of Hangar Road (Parcel A);

thence South 01° 38' 04" East through said Hangar Road (Parcel A) 100.00 feet to its intersection with the proposed southerly street boundary of Hangar Road (Parcel A);

thence along said proposed southerly street boundary of Hangar Road (Parcel A) South 88° 21' 56" West, 470.27 feet to the place of beginning,

being 147,009.9± ± square feet or 3.375 acres, more or less.

Parcel 10

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York designated as "Hangar Road (Parcel B)" on a map entitled "Map Showing a Portion of the Roadway System at the Former Griffiss Air Force Base to be Conveyed to City of Rome (Hangar Road Parcel B), City of Rome, County of Oneida, State of New York"; made by Michael P. Waters, P.L.S. No. 50027, dated September 17, 2003, last revised September , 2022 and filed on _____, 2023 in the Oneida County Clerk's Office as Instrument No. _____; which said tract, piece or parcel of land is more particularly bounded and described as follows:

HANGAR ROAD (Parcel B)

Beginning at the intersection of the proposed easterly street boundary of Otis Street with the proposed southerly street boundary of Hangar Road (Parcel B);

thence along said proposed southerly street boundary of Hangar Road (Parcel B) the following four (4) courses and distances:

1. westerly along a curve to the right having a radius of 1,350.00 feet, a chord length of 226.31 feet, a chord direction of North 82° 46' 22" West to a point;
2. North 78° 07' 29" West, 91.89 feet to a point of curvature;
3. westerly along a curve to the left having a radius of 352.05 feet, a chord length of 85.70 feet, a chord direction of North 85° 31' 45" West to a point;
4. South 88° 21' 56" West, 1,360.37 feet to a point on said proposed southerly street boundary of Hangar Road (Parcel B);

thence North 01° 38' 04" West through Hangar Road (Parcel B) 100.00 feet to its intersection with the proposed northerly street boundary of Hangar Road (Parcel B);

thence along said proposed northerly street boundary of Hangar Road (Parcel B) the following four (4) courses and distances:

1. North 88° 21' 56" East, 1,360.87 feet to a point of curvature;
2. easterly along a curve to the right having a radius of 452.05 feet, a chord length of 110.34 feet, a chord direction of South 86° 13' 43" East to a point;
3. South 78° 07' 29" East, 91.93 feet to a point of curvature;
4. easterly along a curve to the left having a radius of 1,250.00 feet, a chord length of 202.59 feet, a chord direction of South 82° 46' 21" East to its intersection with the aforementioned proposed easterly street boundary of Hangar Road (Parcel B);

thence South 01° 44' 00" East along said proposed easterly street boundary of Hangar Road (Parcel B) 100.26 feet to the place of beginning, being 173,471.3 ± square feet or 3.982 acres, more or less.

Parcel 11

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York designated as "Langley Road/Macdill Street" on a map entitled "Map Showing a Portion of the Roadway System at the Former Griffiss Air Force Base to be Conveyed to City of Rome (Brooks Road, Chappie James Boulevard, Floyd Avenue, Hangar Road (Parcel A), Langley Road, and MacDill Street), City of Rome, County of Oneida, State of New York"; made by Michael P. Waters, P.L.S. No. 50027, dated September 17, 2003, last revised September , 2022 and filed on _____, 2023 in the Oneida County Clerk's Office as Instrument No. _____; which said tract, piece or parcel of land is more particularly bounded and described as follows:

LANGLEY ROAD/MACDILL STREET

Beginning at the intersection of the proposed westerly street boundary of Langley Road with the proposed northerly street boundary of Hangar Road; said point being North 44° 22' 49" East, 517.38 feet from a capped iron rod stamped "ARFL-11;"

thence North 01° 26' 38" West along said proposed westerly street boundary of Langley Road 409.18 feet to its intersection with the proposed northerly street boundary of Macdill Street;

thence North 88° 09' 03" East along said proposed northerly street boundary of Macdill Street 458.94 feet to its intersection with the proposed easterly street boundary of Macdill Street;

thence South 01° 41' 09" East along said proposed easterly street boundary of Macdill Street 410.89 feet to its intersection with the aforementioned proposed northerly street boundary of Hangar Road (Parcel A);

thence South 88° 21' 56" West along said proposed northerly street boundary of Hangar Road (Parcel A) 60.00 feet to its intersection with the proposed westerly street boundary of Macdill Street;

thence North 01° 41' 09" West along said proposed westerly street boundary of Macdill Street 366.58 feet to its intersection with the proposed southerly street boundary of Macdill Street;

thence South 88° 09' 03" West along said proposed southerly street boundary of Macdill Street 339.13 feet to its intersection with the proposed easterly street boundary of Langley Road;

thence South 01° 26' 38" East along said proposed easterly street boundary of Langley Road 365.31 feet to its intersection with the aforementioned proposed northerly street boundary of Hangar Road (Parcel A);

thence along said proposed northerly boundary of Hangar Road (Parcel A) the following two (2) courses and distances:

1. South 88° 21' 56" West, 58.53 feet a point of curvature;
2. westerly along a curve to the left having a radius of 445.68 feet, a chord length of 0.47 feet, a chord direction of North 28° 10' 49" West to the place of beginning, being 67,201.5 ± square feet or 1.543 acres, more or less.

Parcel 12

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York designated as "March Street (North)" on a map entitled "Map Showing a Portion of the Roadway System at the Former Griffiss Air Force Base to be Conveyed to City of Rome (Avery Lane, March Street) City of Rome, County of Oneida, State of New York"; made by Michael P. Waters, P.L.S. No. 50027, dated September 17, 2003, last revised September, 2022 and filed on _____, 2023 in the Oneida County Clerk's Office as Instrument No. _____; which said tract, piece or parcel of land is more particularly bounded and described as follows:

MARCH STREET (North)

Beginning at the intersection of the proposed easterly street boundary of March Street (North) with the proposed northerly street boundary of Brooks Road; said point being North 36° 16' 51" East 93.52 feet from capped iron rod stamped "AFRL-20";

thence South 88° 24' 10" West along said proposed northerly street boundary of Brooks Road 66.00 feet to its intersection with the proposed westerly street boundary of March Street (North);

thence North 01° 41' 36" West along said proposed westerly street boundary of March Street (North) 776.80 feet to its intersection with the proposed southerly street boundary of Hangar Road (Parcel A);

thence North 88° 21' 56" East along said proposed southerly street boundary of Hangar Road (Parcel A) 66.00 feet to its intersection with the proposed easterly street boundary of March Street (North);

thence South 01° 41' 36" East along said proposed easterly street boundary of March Street (North) 776.84 feet to the place of beginning, being 51,270.6 ± square feet or 1.177 acres, more or less.

Parcel 13

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York designated as "March Street (South)" on a map entitled "Map Showing a Portion of the Roadway System at the Former Griffiss Air Force Base to be Conveyed to City of Rome (Avery Lane, March Street) City of Rome, County of Oneida, State of New York"; made by Michael P. Waters, P.L.S. No. 50027, dated September 17, 2003, last revised September, 2022 and filed on _____, 2023 in the Oneida County Clerk's Office as Instrument No. _____; which said tract, piece or parcel of land is more particularly bounded and described as follows:

MARCH STREET (South)

Beginning at the intersection of the proposed easterly street boundary of March Street (South) with the proposed southerly street boundary of Brooks Road; said point being South 65° 30' 18" East 61.52 feet from capped iron rod stamped "AFRL-20";

thence South 01° 41' 36" East along said proposed easterly street boundary of March Street (South) 1,552.73 feet to its intersection with the proposed northerly street boundary of Ellsworth Road;

thence westerly along a curve to the left having a radius of 706.16 feet, a chord length of 92.95 feet, a chord direction of South 82° 45' 14" West to its intersection with the proposed westerly street boundary of March Street (South);

thence along said proposed westerly street boundary of March Street (South) the following two (2) courses and distances:

1. North 22° 42' 25" East, 63.92 feet to a point;
2. North 01° 41' 36" West, 1,503.18 feet to its intersection with the aforementioned proposed southerly street boundary of Brooks Road;

thence North 88° 24' 10" East along said proposed southerly street boundary of Brooks Road 66.00 feet to the place of beginning, being 103,347.6 ± square feet or 2.373 acres, more or less.

SUBJECT TO a Rail Spur Easement, which Rail Spur Easement is more particularly described as follows:

Beginning at the southeast corner of March Street (South);

thence South 88° 17' 17" West through March Street (South) Parcel 88.77 feet to its intersection with proposed westerly street boundary of March Street (South);

thence North 22° 42' 25" East along the proposed westerly street boundary of March Street (South) 33.03 feet to a point on the proposed westerly street boundary of March Street (South);

thence North 88° 17' 17" East through March Street (South) 75.44 feet to its intersection with the proposed easterly street boundary of March Street (South);

thence South 01° 41' 36" East along the proposed easterly street boundary of March Street (South) 30.00 feet to the place of beginning, being 2,556.4 ± square feet or 0.056 acre, more or less.

Parcel 14

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York designated as "Otis Street (Parcel A)" on a map entitled "Map Showing a Portion of the Roadway System at the Former Griffiss Air Force Base to be Conveyed to City of Rome (Otis Street Parcel A), City of Rome, County of Oneida, State of New York"; made by Michael P. Waters, P.L.S. No. 50027, dated September 17, 2003, last revised September , 2022 and filed on _____, 2023 in the Oneida County Clerk's Office as Instrument No. _____; which said tract, piece or parcel of land is more particularly bounded and described as follows:

OTIS STREET (Parcel A)

Beginning at the intersection of the proposed westerly street boundary of Otis Street (Parcel A) with the proposed southerly street boundary of Hangar Road (Parcel B); said point being South 86° 32' 30" East, 493.85 feet from a capped iron rod stamped "AFRL-26" located on the proposed southerly street boundary of Hangar Road (Parcel B);

thence easterly along the proposed southerly street boundary of Hangar Road (Parcel B) on a curve to the left having a radius of 1,350.00 feet, a chord length of 100.63 feet, a chord direction of South 21° 32' 47" East to its intersection with the proposed easterly street boundary of Otis Street (Parcel A);

thence along the proposed easterly street boundary of Otis Street (Parcel A) the following five (5) courses and distances:

1. South 01° 44' 00" East, 1,856.15 feet to a point;
2. South 04° 23' 01" West, 228.40 feet to a point;
3. South 16° 22' 05" West, 95.89 feet to a point;
4. South 12° 37' 49" West, 73.69 feet to a point;
5. South 00° 08' 00" West, 49.47 feet to its intersection with a proposed northerly street boundary of Otis Street (Parcel A);

thence North 89° 02' 56" West along said proposed northerly boundary of Otis Street (Parcel A) 23.57 feet to its intersection with the proposed easterly street boundary of Otis Street (Parcel A);

thence South 01° 13' 35" East along the proposed easterly street boundary of Otis Street (Parcel A) 96.80 feet to its intersection with the proposed northerly street boundary of Ellsworth Road;

thence South 89° 02' 53" West along the proposed northerly street boundary of Ellsworth Road 100.00 feet to its intersection with the proposed westerly street boundary of Otis Street (Parcel A);

thence North 01° 13' 35" West along the proposed westerly street boundary of Otis Street (Parcel A) 96.32 feet to its intersection with a proposed northerly street boundary of Otis Street (Parcel A);

thence South 89° 00' 03" East along said proposed northerly street boundary of Otis Street (Parcel A) 23.54 feet to its intersection with the proposed westerly street boundary of Otis Street (Parcel A);

thence along the proposed westerly street boundary of Otis Street (Parcel A) the following five (5) courses and distances:

1. North 00° 08' 00" East, 62.33 feet to a point;
2. North 12° 37' 49" East, 87.89 feet to a point;
3. North 16° 22' 05" East, 88.66 feet to a point;
4. North 04° 23' 01" East, 212.59 feet to a point;
5. North 01° 44' 00" West, 1,866.88 feet to the to the place of beginning, being 240,765.4 ± square feet or 5.527 acres, more or less.

Parcel 15

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York designated as "Otis Street (Parcel B)" on a map entitled "Map Showing a Portion of the Roadway System at the Former Griffiss Air Force Base to be Conveyed to City of Rome, City of Rome (Otis Street Parcel B), County of Oneida, State of New York"; made by Michael P. Waters, P.L.S. No. 50027, dated September 17, 2003, last revised September , 2022 and filed on _____, 2023 in the Oneida County Clerk's Office as Instrument No. _____; which said tract, piece or parcel of land is more particularly bounded and described as follows:

OTIS STREET (Parcel B)

Beginning at a capped iron pipe found stamped "WATERS 050027" located at the intersection of the proposed westerly street boundary of Otis Street (Parcel B) with the proposed southerly street boundary of Ellsworth Road (Parcel B), being South $05^{\circ} 28' 31''$ West 430.86 feet from a capped iron rod found stamped "AFRL-37A";

thence North $89^{\circ} 02' 53''$ East along said proposed southerly street boundary of Ellsworth Road (Parcel B) 66.00 feet to its intersection with the proposed easterly street boundary of Otis Street (Parcel B);

thence along said proposed easterly street boundary of Otis Street (Parcel B) the following seven (7) courses and distances:

1. southerly on a curve to the right having a radius of 317.41 feet, a chord length of 83.35 feet, a chord direction of South $07^{\circ} 37' 15''$ West to a point;
2. South $15^{\circ} 10' 10''$ West, 172.14 feet to a point;
3. South $15^{\circ} 09' 49''$ West, 15.56 feet to a point of curvature;
4. thence along a curve to the left having a radius of 82.59 feet, a chord length of 28.29 feet, a chord direction of South $05^{\circ} 18' 28''$ West to a point of curvature;
5. southerly along a curve to the left having a radius of 491.05 feet, a chord length of 82.34 feet, a chord direction of South $09^{\circ} 21' 34''$ East to a point of curvature;
6. southerly along a curve to the left having a radius of 592.61 feet, a chord length of 143.11 feet, a chord direction of South $17^{\circ} 39' 15''$ East to a point of curvature;
7. southerly along a curve to the left having a radius of 523.97 feet, a chord length of 370.15 feet, a chord direction of South $38^{\circ} 26' 44''$ East to its intersection with the proposed northerly street boundary of Otis Street (Parcel B);

thence along said proposed northerly street boundary of Otis Street (Parcel B) the following four (4) courses and distances:

1. South $63^{\circ} 36' 23''$ East, 345.33 feet to a point;
2. South $69^{\circ} 36' 28''$ East, 148.60 feet to a point;
3. South $82^{\circ} 23' 29''$ East, 250.90 feet to a point;
4. South $63^{\circ} 30' 57''$ East, 144.09 feet to its intersection with the proposed easterly street boundary of Otis Street (Parcel B);

thence along the proposed easterly street boundary of Otis Street (Parcel B) South 16° 32' 15" West 78.05 feet to its intersection with the proposed southerly street boundary of Otis Street (Parcel B);

thence along the proposed southerly street boundary of Otis Street (Parcel B) the following five (5) courses and distances:

1. northerly along a curve to the right having a radius of 1,032.09 feet, a chord length of 21.91 feet, a chord direction of North 37° 44' 31" West;
2. North 63° 30' 57" West, 119.11 feet to a point;
3. North 82° 23' 29" West, 247.32 feet to a point;
4. North 69° 36' 28" West, 159.31 feet to a point;
5. North 63° 36' 23" West, 345.33 feet to its intersection with the proposed westerly street boundary of Otis Street (Parcel B);

thence along said proposed westerly street boundary of Otis Street (Parcel B) the following six (6) courses and distances:

1. along a curve to the right having a radius of 589.97 feet, a chord length of 424.20 feet, a chord direction of North 40° 02' 35" West to a point of curvature;
2. northerly along a curve to the right having a radius of 658.61 feet, a chord length of 153.18 feet, a chord direction of North 17° 34' 11" West to a point of curvature;
3. northerly along a curve to the right having a radius of 557.05 feet, a chord length of 91.42 feet, a chord direction of North 09° 15' 44" West to a point of curvature;
4. northerly along a curve to the right having a radius of 148.59 feet, a chord length of 58.82 feet, a chord direction of North 04° 33' 11" West to a point;
5. thence North 15° 10' 10" East, 186.78 feet to a point of curvature;
6. northerly along a curve to the left having a radius of 251.41 feet, a chord length of 64.76 feet, a chord direction of North 07° 46' 10" East to the place of beginning, being 116,492.5 ± sq. feet. or 2.674 acres, more or less.

SUBJECT TO a Rail Spur Easement, which Rail Spur Easement is more particularly described as follows:

Beginning at a point in the proposed westerly street boundary of Otis Street (Parcel B); said point being South 07° 00' 00" West, 680.58 feet from a capped iron found stamped "AFRL-37A";

thence through Otis Street (Parcel B) the following two (2) courses and distances:

1. easterly along a curve to the right having a radius of 492.46 feet, a chord length of 73.87 feet, a chord direction of North 65° 52' 28" East to a point;
2. North 70° 10' 19" East, 10.72 feet to its intersection with the proposed easterly street boundary of Otis Street (Parcel B);

thence South 15° 05' 49" West along the proposed easterly street boundary of Otis Street (Parcel B), 36.73 feet to a point;

thence through Otis Street (Parcel B) along a curve to the left having a radius of 462.47 feet, a chord length of 81.40 feet, a chord direction of South 63° 50' 58" West to its intersection with the aforementioned proposed westerly street boundary of Otis Street (Parcel B);

thence along the proposed westerly street boundary of Otis Street (Parcel B) along a curve to the right having a radius of 148.59 feet, a chord distance of 37.85 feet, a chord direction of North 07° 47' 03" East to the place of beginning, being 2,521.8 ± square feet or 0.058 acre, more or less.

Parcel 16

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York designated as "Phoenix Drive" on a map entitled "Map Showing a Portion of the Roadway System at the Former Griffiss Air Force Base to be Conveyed to City of Rome (Patrol Road, Phoenix Drive), City of Rome, County of Oneida, State of New York"; made by Michael P. Waters, P.L.S. No. 50027, dated September 17, 2003, last revised September , 2022 and filed on _____, 2023 in the Oneida County Clerk's Office as Instrument No. _____; which said tract, piece or parcel of land is more particularly bounded and described as follows:

PHOENIX DRIVE

Beginning at a capped iron rod stamped "AFRL-45" located on the proposed northerly street boundary of Phoenix Drive;

thence along said proposed northerly street boundary of Phoenix Drive the following two courses and distances:

1. North 74° 01' 39" East, 331.89 feet to a point;
2. North 42° 01' 00" East, 26.96 feet to its intersection with the proposed southeasterly street boundary of Phoenix Drive;

thence South 46° 55' 30" East along the proposed southeasterly street boundary of Phoenix Drive 1,872.38 feet to its intersection with the proposed southwesterly street boundary of Phoenix Drive;

thence South 43° 04' 24" West along said proposed southwesterly street boundary of Phoenix Drive 66.00 feet to its intersection with the proposed northwesterly street boundary of Phoenix Drive;

thence North 46° 55' 30" West along said proposed northwesterly street boundary of Phoenix Drive 1,817.10 feet to its intersection with the proposed westerly street boundary of Phoenix Drive;

thence South 74° 01' 39" West along said proposed westerly street boundary of Phoenix Drive 319.29 feet to its intersection with the proposed easterly street boundary of Perimeter Road (Parcel A);

thence North 21°38' 02" West along said proposed easterly street boundary of Perimeter Road (Parcel A) 66.32 feet to the place of beginning, being 143,992.0 ± square feet or 3.306 acres, more or less.

Parcel 17

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York designated as "Patrol Road" on a map entitled "Map Showing a Portion of the Roadway System at the Former Griffiss Air Force Base to be Conveyed to City of Rome (Patrol Road, Phoenix Drive), City of Rome, County of Oneida, State of New York"; made by Michael P. Waters, P.L.S. No. 50027, dated September 17, 2003, last revised September , 2022 and filed on _____, 2023 in the Oneida County Clerk's Office as Instrument No. _____; which said tract, piece or parcel of land is more particularly bounded and described as follows:

PATROL ROAD

Beginning at the intersection of the proposed southeasterly street boundary of Phoenix Drive with a proposed northeasterly street boundary of Patrol Road, said point being South 53° 15' 09" East, 244.36 feet from a capped iron rod stamped "AFRL-44" located on the proposed northerly street boundary of Phoenix Drive;

thence North 43° 04' 30" East along said proposed northeasterly street boundary of Patrol Road 261.93 feet to its intersection with the proposed southeasterly street boundary of Patrol Road;

thence South 46° 55' 30" East along said proposed southeasterly street boundary of Patrol Road 1,629.04 feet to its intersection with the proposed southwesterly street boundary of Patrol Road;

thence South 43° 04' 24" West along said proposed southwesterly street boundary of Patrol Road 261.93 feet to its intersection with the proposed northwesterly street boundary of Phoenix Drive;

thence North 46° 55' 30" West along said proposed northwesterly street boundary of Phoenix Drive 66.00 feet to its intersection with a proposed northeasterly street boundary of Patrol Road;

thence North 43° 04' 24" East along said proposed northeasterly street boundary of Patrol Road 195.93 feet to its intersection with a proposed northwesterly street boundary of Patrol Road;

thence North 46° 55' 30" West along said proposed northwesterly street boundary of Patrol Road 1,497.04 feet to its intersection with a proposed southwesterly street boundary of Patrol Road;

thence South 43° 04' 30" West along said proposed southwesterly street boundary of Patrol Road 195.93 feet to its intersection with the proposed northwesterly street boundary of Phoenix Drive;

thence North 46° 55' 30" West along said proposed northwesterly street boundary of Phoenix Drive 66.00 feet to the place of beginning, being 133,563.2 ± square feet or 3.066 acres, more or less.

SUBJECT TO all (a) covenants, conditions, restrictions, agreements, easements and rights of way of record, (b) any state of facts that an accurate survey would disclose, (c) any existing utility systems located upon, over or under the above-described premises including wires, cables, conduits, pipes, transformers, pumps, switching gear, poles, anchors, guys, towers, and appurtenant installations, structures, facilities and equipment, (d) possible projections and/or encroachments of buildings and/or other improvements, and (e) reservations, including, without limitation, easements and rights of way reserved by the Oneida County Industrial Development Agency and/or the Grantor in order to accommodate Private Infrastructure (as such term is defined in the Service Fee Payment Agreement dated as of October 1, 2003 by and among Griffiss Local Development Corporation, City of Rome, County of Oneida, Rome City School District and Oneida County Industrial Development Agency).

TOGETHER with the appurtenances and all the estate and rights of the parties 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, the heirs or successors and assigns of the party of the second part forever.

AND the parties of the first part covenant that the parties of the first part have not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the parties of the first part, in compliance with Section 13 of the Lien Law, covenant that the parties of the first part 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.

By its acceptance of this Deed, the party of the second part covenants that the ownership and use of the above-described parcel will forever remain with the party of the second part.

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

GRIFFISS LOCAL DEVELOPMENT CORPORATION

By: _____ (L.S.)
Steven J. DiMeo
Its Authorized Representative

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

On the ____ day of _____ in the year 2023 before me, the undersigned, personally appeared STEVEN J. DIMEO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

BARGAIN AND SALE DEED

(Atlas Drive and Chappie James Boulevard)

THIS INDENTURE, dated as of the _____ day of _____, 2023

between

GRIFFISS LOCAL DEVELOPMENT CORPORATION, a New York not-for-profit local development corporation having an address of 584 Phoenix Drive, Rome, New York 13441,

Grantor or party of the first part,

and

CITY OF ROME, a New York municipal corporation having an address of City Hall, 198 North Washington Street, Rome, New York 13440,

Grantee or party of the second part,

WITNESSETH, that the party of the first part, in consideration of One and 00/100 Dollars (\$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, the heirs or successors and assigns of the party of the second part forever,

Parcel 1

(Atlas Drive)

ALL THAT PIECE OR PARCEL OF LAND situate at New York State Route 825, City of Rome, County of Oneida, State of New York, shown on a map entitled "Final Plat Subdivision Map of Property of Oneida County Industrial Development Agency (OCIDA), T.M. # 243.00-1-1.12, City of Rome, County of Oneida, State of New York" made by Susan M. Anacker, L.S. Lic # 50321, dated September 3, 2019, and filed on November 22, 2019 in the Oneida County Clerks Office as Instrument No. M2019-000240, and more particularly bounded and described as follows:

Beginning at a point in the easterly boundary of the proposed highway boundary for an existing State Highway (New York State Route 825), at its intersection with a proposed realignment of an existing City Street (Atlas Drive) said point being S 03° 02' 06" E, 3282.77 feet from a capped iron rod found labeled "DFAS12"; Thence N 01°53'08" E along the proposed easterly boundary of the above referenced State Highway 100.00 feet to a point in the line between the remaining lands of Oneida County Industrial Development Agency (Instrument Number 2003-001611) on the north and the property herein described on the south; Thence the following nine courses and distances through the lands of the said Oneida County Industrial Development Agency:

- 1) On a curve to the left, having a radius of 3113.64 feet, an arc length of 182.71 feet, and a delta angle of 03° 21' 44" to a point,
- 2) On a curve to the left, having a radius of 637.95 feet, an arc length of 254.82 feet, and a delta angle of 22° 53' 11" to a point,
- 3) On a curve to the right, having a radius of 455.13 feet, an arc length of 49.48 feet, and a delta angle of 06° 13' 44" to a point,
- 4) N 00° 00' 00" W, 104.07 feet to a point,
- 5) N 90° 00' 00" E, 100.00 feet to a point,
- 6) S 00° 00' 00" E, 187.42 feet to a point,
- 7) On a curve to the left, having a radius of 355.13 feet, an arc length of 110.09 feet, and a delta angle of 17° 45' 39" to a point,
- 8) On a curve to the right, having a radius of 737.95 feet, an arc length of 291.99 feet, and a delta angle of 22° 40' 13", and
- 9) On a curve to the right, having a radius of 3213.69 feet, an arc length of 189.85 feet, and a delta angle of 03° 23' 05" to the point of beginning, containing 1.57 acres.

All bearings are referred to Grid North of Central Meridian.

Parcel 2

(Chappie James Boulevard)

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York, shown on a map entitled "Map Showing Roadway System at the Former Griffiss Air Force Base to be Conveyed to City of Rome (Brooks Road, Chappie James Boulevard, Floyd Avenue, Hangar Road (Parcel A), Langley Road, MacDill Street), City of Rome, County of Oneida, State of New York", made by Michael P. Waters, P.L.S. No. 50027, dated September 17, 2003, last revised September, 2022 and filed on _____, 2023 in the Oneida County Clerk's Office as Instrument No. _____; which said tract, piece or parcel of land is more particularly bounded and described as follows:

Beginning at a capped iron rod found stamped 'N-3' located at the intersection of the proposed easterly street boundary of Chappie James Boulevard with the proposed southerly street boundary of Hangar Road; said point being North 88° 21' 56" East along said proposed southerly street boundary of said Hangar Road;

thence South 01° 38' 34" East along said division line and continuing through the lands of Oneida County Industrial Development Agency (reputed owner) 801.66 feet to its intersection with the proposed northerly street boundary of Brooks Road;

thence North 88° 24' 10" West along said proposed northerly street boundary of Brooks Road 66.00 feet to its intersection with the proposed westerly street boundary of Chappie James Boulevard

thence North 01° 38' 34" West, through the lands of Oneida County Industrial Development Agency (reputed owner) 801.62 feet to its intersection with the aforementioned proposed southerly street boundary of Hangar Road;

thence North 88° 21' 56" East along said proposed southerly street boundary of Hangar Road 66.00 feet to the place of beginning, being 56,114.9± square feet or 1.288 acres, more or less.

SUBJECT TO all (a) covenants, conditions, restrictions, agreements, easements and rights of way of record, (b) any state of facts that an accurate survey would disclose, (c) any existing utility systems located upon, over or under the above-described premises including wires, cables, conduits, pipes, transformers, pumps, switching gear, poles, anchors, guys, towers, and appurtenant installations, structures, facilities and equipment, (d) possible projections and/or encroachments of buildings and/or other improvements, and (e) reservations.

TOGETHER with the appurtenances and all the estate and rights of the parties 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, the heirs or successors and assigns of the party of the second part forever.

AND the parties of the first part covenant that the parties of the first part have not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the parties of the first part, in compliance with Section 13 of the Lien Law, covenant that the parties of the first part 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.

By its acceptance of this Deed, the party of the second part covenants that the ownership and use of the above-described parcel will forever remain with the party of the second part.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned party of the first part has duly executed this

deed as of the day and year first above written.

GRIFFISS LOCAL DEVELOPMENT CORPORATION

By: _____ (L.S.)
Steven J. DiMeo
Its Authorized Representative

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

On the ____ day of _____ in the year 2023 before me, the undersigned, personally appeared STEVEN J. DIMEO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

BARGAIN AND SALE DEED

(Air City Boulevard/Hangar Road West)

THIS INDENTURE, dated as of the _____ day of _____, 2023

between

GRIFFISS LOCAL DEVELOPMENT CORPORATION, a New York not-for-profit local development corporation having an address of 584 Phoenix Drive, Rome, New York 13441,

Grantor or party of the first part,

and

CITY OF ROME, a New York municipal corporation having an address of City Hall, 198 North Washington Street, Rome, New York 13440,

Grantee or party of the second part,

WITNESSETH, that the party of the first part, in consideration of One and 00/100 Dollars (\$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, the heirs or successors and assigns of the party of the second part forever,

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Rome, County of Oneida and State of New York being parcel of land to be used for highway purposes as shown on a map entitled “Final Lot Line Adjustment Plat Lots 2A, 3A & 4A of the GLDC – B240 Site Subdivision into New Lots 2A, 3A, & 4A of the GLDC – B240 Site Subdivision, City of Rome, Oneida County, New York” prepared by C.T. Male Associates Engineering, Surveying, Architecture, Landscape Architecture & Geology, D.P.C. dated August 31, 2021, last revised on November 23, 2021, and filed in the Oneida County Clerk’s Office on December 10, 2021 as Instrument No. M2021-000213 (the “Subdivision Map”), and being more particularly bounded and described as follows:

BEGINNING at a point on the northerly line of Floyd Avenue at its intersection with the division line between the lands now or formerly of Stewart’s Shops Corp. as described in Instrument No. 2017-012439 on the east and the lands now or formerly of Griffiss Local Development Corporation as described in Instrument No. 2014-010026, Instrument No. 2016-013195 and Instrument No. 2016-013196 on the west, said point being on the easterly line of the Air City Boulevard as shown on the Subdivision Map; thence along the said northerly line of Floyd Avenue, the following two (2) courses and distances: 1.) South 88 deg. 24 min. 10 sec. West a distance of 104.79 feet to a point; and 2.) South 48 deg. 24 min. 46 sec. West a distance of 76.58 feet to a point; thence through the said lands of Griffiss Local Development Corporation, the following three (3) courses and distances: 1.) North 09 deg. 07 min. 06 sec. West a distance of 66.93 feet to a point; thence 2.) North 51 deg. 03 min. 08 sec. East a distance of 44.29 feet to a point; and 3.) along a curve to the left having a radius of 1510.26 feet, length of

131.42 feet and chord of North 12 deg. 49 min. 41 sec. West, 131.38 feet to a point on the division line between the said lands of Griffiss Local Development Corporation on the northeast and the lands now or formerly of B240, LLC as described in Instrument No. 2021-000522 on the southwest; thence along the said division line, the following five (5) courses and distances: 1.) along a curve to the left having a radius of 1510.26 feet, length of 416.93 feet and chord of North 23 deg. 13 min. 47 sec. West, 415.60 feet to a point; thence 2.) North 00 deg. 05 min. 39 sec. West a distance of 19.47 feet to a point; thence 3.) along a curve to the left having a radius of 1525.26 feet, length of 135.28 feet and chord of North 34 deg. 19 min. 31 sec. West, 135.23 feet to a point; thence 4.) along a curve to the left having a radius of 255.00 feet, length of 86.56 feet and chord of North 46 deg. 35 min. 28 sec. West, 86.15 feet to a point; and 5.) North 33 deg. 41 min. 02 sec. East a distance of 5.29 feet to a point; thence along the division line between the said lands of Griffiss Local Development Corporation on the north and the said lands of B240, LLC & the lands to be conveyed to B240, LLC shown as consolidation Parcel Y, in part by each, on the south, the following two (2) courses and distances: 1.) along a curve to the left having a radius of 260.00 feet, length of 289.08 feet and chord of North 88 deg. 19 min. 46 sec. West, 274.42 feet to a point; and 2.) South 59 deg. 50 min. 06 sec. West a distance of 243.59 feet to a point on the division line between the said lands of Griffiss Local Development Corporation on the east and the lands now or formerly of Bagnall Properties, LLC as described in Instrument No. 2015-010358 on the west; thence North 30 deg. 09 min. 48 sec. West along said division line, a distance of 80.00 feet to a point; thence through the said lands of Griffiss Local Development Corporation, the following three (3) courses and distances: 1. North 59 deg. 50 min. 06 sec. East a distance of 243.59 feet to a point; thence 2.) along a curve to the right having a radius of 340.00 feet, length of 110.96 feet and chord of North 69 deg. 11 min. 05 sec. East, 110.47 feet to a point; and 3.) North 01 deg. 08 min. 26 sec. East a distance of 5.39 feet to a point on the division line between the said lands of Griffiss Local Development Corporation on the north and the lands now or formerly of B240, LLC as described in Instrument No. 2019-013379 on the south; thence along the said division line, the following seven (7) courses and distances: 1.) along a curve to the right having a radius of 345.00 feet, length of 79.35 feet and chord of North 85 deg. 25 min. 45 sec. East, 79.18 feet to a point; thence 2.) North 79 deg. 40 min. 38 sec. East a distance of 88.49 feet to a point; thence 3.) South 10 deg. 18 min. 07 sec. East a distance of 32.54 feet to a point; thence 4.) along a curve to the right having a radius of 345.00 feet, length of 213.22 feet and chord of South 54 deg. 34 min. 17 sec. East, 209.84 feet to a point; thence 5.) along a curve to the right having a radius of 1615.26 feet, length of 150.75 feet and chord of South 34 deg. 11 min. 33 sec. East, 150.70 feet to a point; thence 6.) North 59 deg. 40 min. 08 sec. East a distance of 218.07 feet to a point; and 7.) North 50 deg. 43 min. 45 sec. East a distance of 53.96 feet to a point on the westerly line of the Griffiss Parkway; thence South 35 deg. 57 min. 34 sec. East along said line of the Griffiss Parkway, a distance of 108.91 feet to a point on the division line between the said lands of Griffiss Local Development Corporation on the north and the said lands of B240, LLC (2019-013379) on the south; thence South 59 deg. 40 min. 08 sec. West along said division line, a distance of 253.23 feet to a point; thence along a curve to the right, along the division line between the said lands of Griffiss Local Development Corporation on the west and the said lands of B240, LLC (2019-013379) & the said lands of Stewart's Shops Corp., in part by each, on the east, having a radius of 1640.26 feet, length of 569.64 feet and chord of South 18 deg. 02 min. 14 sec. East, 566.78 feet to the Point of Beginning. Containing 4.168 acres of land, more or less.

SUBJECT TO all (a) covenants, conditions, restrictions, agreements, easements and rights of way of record, (b) any state of facts that an accurate survey would disclose, (c) any existing utility systems located upon, over or under the above-described premises including wires, cables, conduits, pipes, transformers, pumps, switching gear, poles, anchors, guys, towers, and appurtenant installations, structures, facilities and equipment, (d) possible projections and/or encroachments of buildings and/or other improvements, and (e) reservations,.

TOGETHER with the appurtenances and all the estate and rights of the parties 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, the heirs or successors and assigns of the party of the second part forever.

AND the parties of the first part covenant that the parties of the first part have not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the parties of the first part, in compliance with Section 13 of the Lien Law, covenant that the parties of the first part 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.

By its acceptance of this Deed, the party of the second part covenants that the ownership and use of the above-described parcel will forever remain with the party of the second part.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

GRIFFISS LOCAL DEVELOPMENT CORPORATION

By: _____ (L.S.)
Steven J. DiMeo
Its Authorized Representative

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

On the ____ day of _____ in the year 2023 before me, the undersigned, personally appeared STEVEN J. DIMEO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

BARGAIN AND SALE DEED

THIS INDENTURE, dated as of the _____ day of _____, 2023

between

GRIFFISS LOCAL DEVELOPMENT CORPORATION, a New York not-for-profit local development corporation having an address of 584 Phoenix Drive, Rome, New York 13441,

Grantor or party of the first part,

and

CITY OF ROME, a New York municipal corporation having an address of City Hall, 198 North Washington Street, Rome, New York 13440,

Grantee or party of the second part,

WITNESSETH, that the party of the first part, in consideration of One and 00/100 Dollars (\$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, the heirs or successors and assigns of the party of the second part forever,

(Olive Grove Street)

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York, shown on a map entitled “Map Showing Roadway System at the Former Griffiss Air Force Base to be Conveyed to City of Rome (Ellsworth Road Parcel B, Olive Grove Street), City of Rome, County of Oneida, State of New York”, made by Michael P. Waters, P.L.S. No. 50027, dated September 17, 2003, last revised September, 2022; and filed on _____, 2023 in the Oneida County Clerk’s Office as Instrument No. _____ which said tract, piece or parcel of land is more particularly bounded and described as follows:

Beginning at the intersection of the division line between the lands of Oneida County Industrial Development Agency (reputed owner) on the south and the lands of 122 Otis Street Realty Corp. (reputed owner) on the north with the proposed easterly street boundary of Otis Street (Parcel A); said point being South 63° 28’ 18” East, 107.96 feet from a capped iron rod stamped “AFRL-37” located on the proposed westerly street boundary of Otis Street (Parcel A);

thence North 88° 26’ 06” East 744.90 feet along said division line to its intersection with the division line between said lands of 122 Otis Street Realty Corp. (reputed owner) on the west and the lands of Sovena, USA, Inc. (reputed owner) on the east 744.90;

thence through said lands of Sovena, USA, Inc. (reputed owner) the following three (3) courses and distances:

1. North 88° 26' 06" East, 404.52 feet to a point;
2. continuing North 88° 26' 06" East, 421.12 feet to a point;
3. South 01° 23' 54" East, 33.00 feet to its intersection with the division line between said lands of Sovena, USA, Inc. on the north and the lands of 766 Ellsworth Realty Corp. (reputed owner) on the south;;

thence through the lands of 766 Ellsworth Realty Corp. the following four (4) courses and distances:

1. South 01° 23' 54" East, 71.00 feet to a point;
2. South 88° 26' 06" West, 55.49 feet to a point;
3. North 01° 23' 54" East, 37.88 feet to a point;
4. South 88° 26' 06" West, 1,522.03 feet to its intersection with the aforementioned proposed easterly street boundary of Otis Street (Parcel A);

thence North 04° 23' 01" East along said proposed easterly street boundary of Otis Street (Parcel A) 66.33 feet to the to the place of beginning, being 103,885.6 ± square feet or 2.385 acres, more or less.

SUBJECT TO all (a) covenants, conditions, restrictions, agreements, easements and rights of way of record, (b) any state of facts that an accurate survey would disclose, (c) any existing utility systems located upon, over or under the above-described premises including wires, cables, conduits, pipes, transformers, pumps, switching gear, poles, anchors, guys, towers, and appurtenant installations, structures, facilities and equipment, (d) possible projections and/or encroachments of buildings and/or other improvements, and (e) reservations, including, without limitation, easements and rights of way reserved by the Oneida County Industrial Development Agency and/or the Grantor in order to accommodate Private Infrastructure (as such term is defined in the Service Fee Payment Agreement dated as of October 1, 2003 by and among Griffiss Local Development Corporation, City of Rome, County of Oneida, Rome City School District and Oneida County Industrial Development Agency).

TOGETHER with the appurtenances and all the estate and rights of the parties 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, the heirs or successors and assigns of the party of the second part forever.

AND the parties of the first part covenant that the parties of the first part have not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the parties of the first part, in compliance with Section 13 of the Lien Law, covenant that the parties of the first part 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.

By its acceptance of this Deed, the party of the second part covenants that the ownership and use of the above-described parcel will forever remain with the party of the second part.

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

GRIFFISS LOCAL DEVELOPMENT CORPORATION

By: _____ (L.S.)
Steven J. DiMeo
Its Authorized Representative

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

On the ____ day of _____ in the year 2023 before me, the undersigned, personally appeared STEVEN J. DIMEO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

BARGAIN AND SALE DEED

(Olive Grove Street)

THIS INDENTURE, dated as of the _____ day of _____, 2023

between

GRIFFISS LOCAL DEVELOPMENT CORPORATION, a New York not-for-profit local development corporation having an address of 584 Phoenix Drive, Rome, New York 13441,

Grantor or party of the first part,

and

CITY OF ROME, a New York municipal corporation having an address of City Hall, 198 North Washington Street, Rome, New York 13440,

Grantee or party of the second part,

WITNESSETH, that the party of the first part, in consideration of One and 00/100 Dollars (\$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, the heirs or successors and assigns of the party of the second part forever,

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York, shown on a map entitled “Map Showing Roadway System at the Former Griffiss Air Force Base to be Conveyed to City of Rome (Ellsworth Road Parcel B, Olive Grove Street), City of Rome, County of Oneida, State of New York”, made by Michael P. Waters, P.L.S. No. 50027, dated September 17, 2003, last revised September, 2022; and filed on _____, 2023 in the Oneida County Clerk’s Office as Instrument No. _____ which said tract, piece or parcel of land is more particularly bounded and described as follows:

Beginning at the intersection of the division line between the lands of Oneida County Industrial Development Agency (reputed owner) on the south and the lands of 122 Otis Street Realty Corp. (reputed owner) on the north with the proposed easterly street boundary of Otis Street (Parcel A); said point being South 63° 28’ 18” East, 107.96 feet from a capped iron rod stamped “AFRL-37” located on the proposed westerly street boundary of Otis Street (Parcel A);

thence North 88° 26’ 06” East 744.90 feet along said division line to its intersection with the division line between said lands of 122 Otis Street Realty Corp. (reputed owner) on the west and the lands of Sovena USA, Inc. (reputed owner) on the east;

thence through said lands now or formerly of Sovena USA, Inc. (reputed owner) the following three (3) courses and distances:

1. North 88° 26' 06" East, 404.52 feet to a point;
2. continuing North 88° 26' 06" East, 421.12 feet to a point;
3. South 01° 23' 54" East, 33.00 feet to its intersection with the division line between said lands of Sovena USA, Inc. on the north and the lands of 766 Ellsworth Realty Corp. (reputed owner) on the south;;

thence through the lands now or formerly of 766 Ellsworth Realty Corp. the following four (4) courses and distances:

1. South 01° 23' 54" East, 71.00 feet to a point;
2. South 88° 26' 06" West, 55.49 feet to a point;
3. North 01° 23' 54" East, 37.88 feet to a point;
4. South 88° 26' 06" West, 1,522.03 feet to its intersection with the aforementioned proposed easterly street boundary of Otis Street (Parcel A);

thence North 04° 23' 01" East along said proposed easterly street boundary of Otis Street (Parcel A) 66.33 feet to the to the place of beginning, being 103,885.6 ± square feet or 2.385 acres, more or less.

SUBJECT TO all (a) covenants, conditions, restrictions, agreements, easements and rights of way of record, (b) any state of facts that an accurate survey would disclose, (c) any existing utility systems located upon, over or under the above-described premises including wires, cables, conduits, pipes, transformers, pumps, switching gear, poles, anchors, guys, towers, and appurtenant installations, structures, facilities and equipment, (d) possible projections and/or encroachments of buildings and/or other improvements, and (e) reservations.

TOGETHER with the appurtenances and all the estate and rights of the parties 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, the heirs or successors and assigns of the party of the second part forever.

AND the parties of the first part covenant that the parties of the first part have not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the parties of the first part, in compliance with Section 13 of the Lien Law, covenant that the parties of the first part 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.

By its acceptance of this Deed, the party of the second part covenants that the ownership and use of the above-described parcel will forever remain with the party of the second part.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

GRIFFISS LOCAL DEVELOPMENT CORPORATION

By: _____ (L.S.)
Steven J. DiMeo
Its Authorized Representative

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

On the ____ day of _____ in the year 2023 before me, the undersigned, personally appeared STEVEN J. DIMEO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

BARGAIN AND SALE DEED
(Parcel F10A)

THIS INDENTURE, dated as of the _____ day of _____, 2023

between

GRIFFISS LOCAL DEVELOPMENT CORPORATION, a New York not-for-profit local development corporation having an address of 584 Phoenix Drive, Rome, New York 13441,

Grantor or party of the first part,

and

CITY OF ROME, a New York municipal corporation having an address of City Hall, 198 North Washington Street, Rome, New York 13440,

Grantee or party of the second part,

WITNESSETH, that the party of the first part, in consideration of One and 00/100 Dollars (\$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, the heirs or successors and assigns of the party of the second part forever,

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York, which tract, piece or parcel of land is more particularly bounded and described as follows:

BEGINNING at the intersection of the centerline of Butternut Road with the centerline of Cemetery Road;

thence South 10° 27' 30" East along the last mentioned centerline 348.45 feet to its intersection with the division line between the herein described parcel on the north and the lands of the County of Oneida (reputed owner) on the south;

thence South 89° 01' 58" West along the last mentioned division line 1,863.42 feet to its intersection with the division line between the herein described parcel on the east and the aforementioned lands of the County of Oneida (reputed owner) on the west;

thence North 46° 44' 22" West along the last mentioned division line 210.23 feet to its intersection with the aforementioned centerline of Butternut Road;

thence along said Butternut Road centerline the following two (2) courses and distances:

1. North 83° 01' 42" East, 688.05 feet to a point;
2. North 83° 25' 08" East, 1,278.46 feet to the point or place of beginning, being 481,500.4± square feet or 11.054 acres, more or less.

The above-described parcel is shown as "Parcel 10A" on a map entitled "Map Showing Lands to be Conveyed to City of Rome(Parcel F10A), City of Rome, County of Oneida, State of New York", made by Michael P. Waters, P.L.S. No. 50027, dated July 28, 2004, revised September , 2022 and filed in the Oneida County Clerk's Office on _____, 2023 as Instrument No. _____.

BEING the same premises described in a Quit Claim Deed from the United States of America acting by and through the Secretary of the Air Force to the Oneida County Industrial Development Agency dated September 23, 2004 and recorded on March 24, 2005 in the Oneida County Clerk's Office as Instrument No. 2005-005997.

SUBJECT TO the rights of others to use Butternut Road and Cemetery Road for highway purposes.

SUBJECT TO all easements, rights-of-way, covenants, conditions, and restrictions of record affecting the premises including set forth in a those Quit Claim Deed from the United States of America, acting by and through the Secretary of the Air Force to the Oneida County Industrial Development Agency dated September 23, 2004 and recorded on March 24, 2005 in the Oneida County Clerk's Office as Instrument No. 2005-005997.

A portion of the premises is located within the boundaries of the Griffiss Airfield (n/k/a the Griffiss International Airport) as such boundaries are depicted on that certain Airport Layout Plan proposed by C&S Engineers, Inc. dated Sept. 2003, as the same may have been amended from time to time and is therefore subject to rules and regulations of the Federal Aviation Administration to the extent applicable.

BEING of the same premises described in a New York State Deed from The United States of America, acting by and through the Secretary of the Air Force to the Oneida County Industrial Development Agency, dated September 23, 2004 and recorded March 24, 2005 in the Oneida County Clerk's Office as Instrument No. 2005-005997.

ALSO BEING the same premises described in a Quitclaim Deed from the Oneida County Industrial Development Agency to Griffiss Local Development Corporation by dated _____, 2023 and recorded prior hereto in the Oneida 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, the heirs 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 encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenant that the party of the first part 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.

AND the party of the first part covenants that the premises conveyed hereby do not constitute all or substantially of its assets.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

GRIFFISS LOCAL DEVELOPMENT CORPORATION

By: _____
Steven J. DiMeo
Its Authorized Representative

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

On the ____ day of _____ in the year 2023 before me, the undersigned, personally appeared STEVEN J. DIMEO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

BARGAIN AND SALE DEED
(Parcel F3B)

THIS INDENTURE, dated as of the _____ day of _____, 2023

between

GRIFFISS LOCAL DEVELOPMENT CORPORATION, a New York not-for-profit local development corporation having an address of 584 Phoenix Drive, Rome, New York 13441,

Grantor or party of the first part,

and

CITY OF ROME, a New York municipal corporation having an address of City Hall, 198 North Washington Street, Rome, New York 13440,

Grantee or party of the second part,

WITNESSETH, that the party of the first part, in consideration of One and 00/100 Dollars (\$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, the heirs or successors and assigns of the party of the second part forever,

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida, and State of New York, which tract, piece or parcel of land is more particularly bounded and described as follows:

ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the City of Rome, County of Oneida and State of New York, which tract, piece or parcel of land is more particularly bounded and described as follows:

Beginning at a point on the westerly side of Perimeter Road at its intersection with the centerline of Wright Settlement Road extended northeasterly; said point being easterly along said centerline of Wright Settlement Road extended northeasterly 870 ± feet from its intersection with the centerline of Pennystreet Road;

thence South 84° 09' 11" West through the lands of The United States of America (reputed owner) and along said Wright Settlement Road centerline 239.99 feet to its intersection with the division line between the herein described parcel on the east and the lands of James C. Thomas (reputed owner) on the west;

thence through the lands of The United States of America (reputed owner) the following two (2) courses and distances:

1. North 01° 12' 00" West, along the last mentioned division line and continuing

along the division line between the herein described parcel on the east and the lands of Kari M. Carpenter and Joseph J. Surace, Jr. (reputed owners) on the west 368.17 feet to its intersection with the division line between the herein described parcel on the north and the aforementioned lands of Kari M. Carpenter and Joseph J. Surace, Jr. (reputed owners) on the south;

2. South 83° 45' 30" West along the last mentioned division line 657.69 feet to its intersection with the centerline of Pennystreet Road;

thence North 00° 55' 48" West along said centerline of Pennystreet Road 770.74 feet to a point;

thence through the lands of The United States of America (reputed owner) the following three (3) courses and distances:

1. South 66° 05' 14" East, 1,123.65 feet to a point;
2. Southerly along a curve to the right having a radius of 458.43 feet, a chord length of 250.51 feet and a chord direction of South 01° 04' 24" West;
3. South 18° 02' 55" West 354.27 feet to the place of beginning, being 611,646.4± square feet or 14.041 acres, more or less.

The above-described parcel is shown as "Parcel F3B" on a map entitled "Map Showing Lands to be Conveyed to City of Rome (Parcel F3B), City of Rome, County of Oneida, State of New York", made by Michael P. Waters, P.L.S. No. 50027, dated August 19, 2004, revised September, 2022 and filed in the Oneida County Clerk's Office on _____, 2023 as Instrument No. _____.

SUBJECT TO the rights of others to use Perimeter Road, Wright Settlement Road, and Pennystreet Road for highway purposes.

SUBJECT TO all easements, rights of way, covenants, conditions and restrictions of record affecting Parcel F3B including those set forth in a New York State Deed from The United States of America, acting by and through the Secretary of the Air Force to the Oneida County Industrial Development Agency, dated January 8, 2004 and recorded May 3, 2004 in the Oneida County Clerk's Office as Instrument No. 2004-009737.

A portion of Parcel F3B is located within the boundaries of the Griffiss Airfield (n/k/a the Griffiss International Airport) as such boundaries are depicted on that certain Airport Layout Plan proposed by C&S Engineers, Inc. dated Sept. 2003, as the same may have been amended from time to time and such portion of Parcel F3B is therefore subject to the rules and regulations of the Federal Aviation Administration to the extent applicable.

BEING a part of the same premises described in a New York State Deed from The

United States of America, acting by and through the Secretary of the Air Force to the Oneida County Industrial Development Agency, dated January 8, 2004 and recorded May 3, 2004 in the Oneida County Clerk's Office as Instrument No. 2004-009737.

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, the heirs 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 encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenant that the party of the first part 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.

AND the party of the first part covenants that the premises conveyed hereby do not constitute all or substantially of its assets.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned party of the first part has duly executed this

deed as of the day and year first above written.

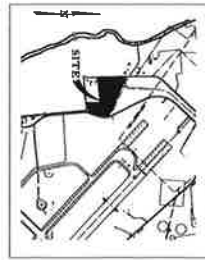
GRIFFISS LOCAL DEVELOPMENT CORPORATION

By: _____ (L.S.)
Steven J. DiMeo
Its Authorized Representative

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

On the ____ day of _____ in the year 2023 before me, the undersigned, personally appeared STEVEN J. DIMEO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public



LOCATION PLAN
NOT TO SCALE

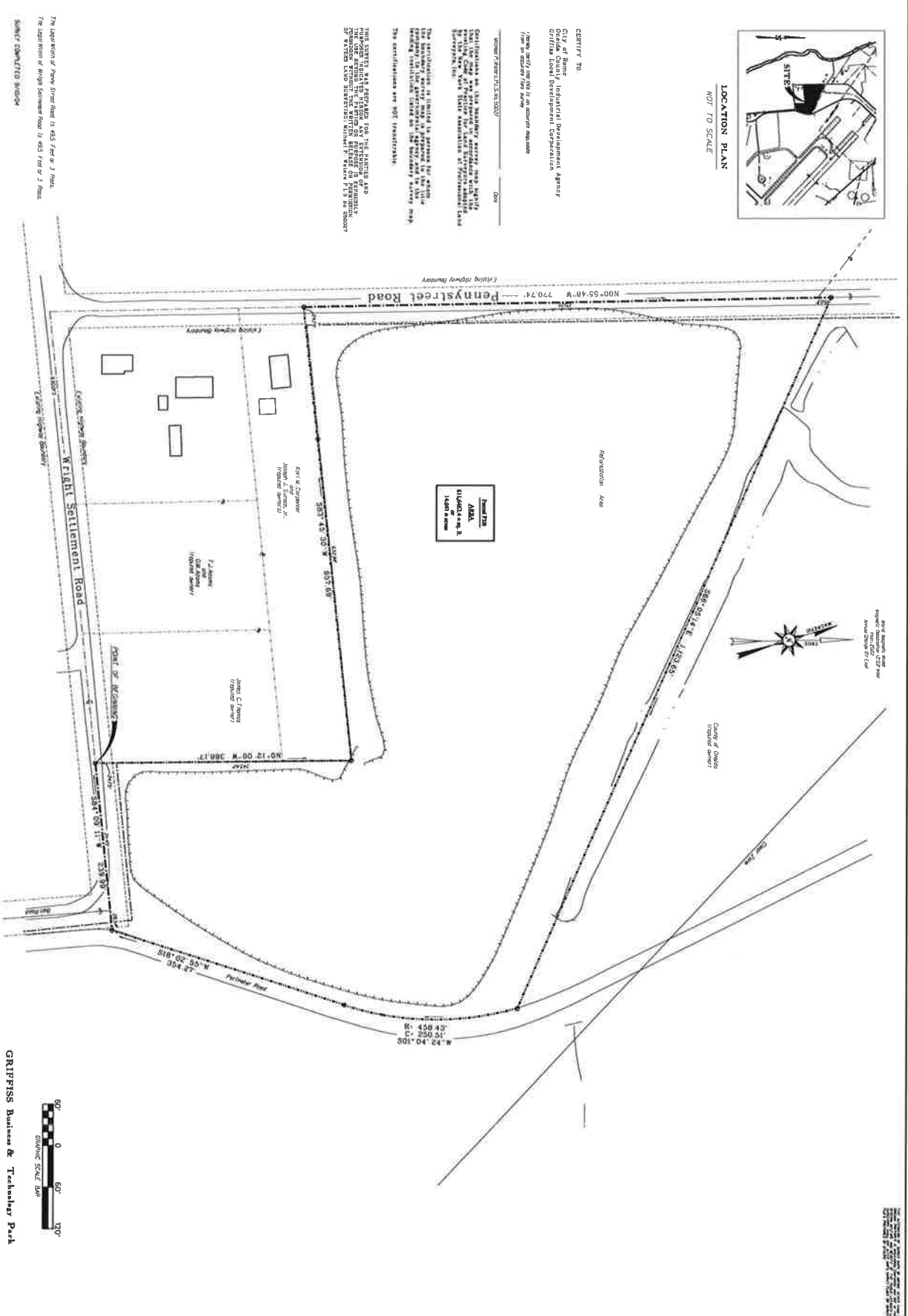
CERTIFY TO:
City of Rome
Oneida County Industrial Development Agency
Oneida County Industrial Development Corporation
Oneida County Industrial Development Corporation

DATE: 11/19/2013

THIS SURVEY WAS PREPARED FOR THE PURPOSES AND INTENTIONS OF THE CITY OF ROME AND ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY AND CORPORATION. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR.

THE SURVEYOR HAS REVIEWED THE RECORDS OF THE CITY OF ROME AND ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY AND CORPORATION AND HAS FOUND NO RECORDS THAT WOULD AFFECT THIS SURVEY.

THIS SURVEY WAS PREPARED FOR THE PURPOSES AND INTENTIONS OF THE CITY OF ROME AND ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY AND CORPORATION. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR.



GRAPHIC SCALE BAR

GRIFISS Business & Technology Park

| | | | | |
|-----------------------|--|---|--|--|
| <p>Parcel F3B</p> | <p>DATE: 8/17/04 SCALE: 1"=50'</p> | <p>PREPARED BY: A. SUTER AND/OR</p> | <p>MAP SHOWING LANDS TO BE CONVEYED TO CITY OF ROME COUNTY OF ONEIDA STATE OF NEW YORK</p> | <p>WATER LAND SURVEYING 1807 North Jean Street Rome, New York 13440 315.354.9719</p> |
|-----------------------|--|---|--|--|

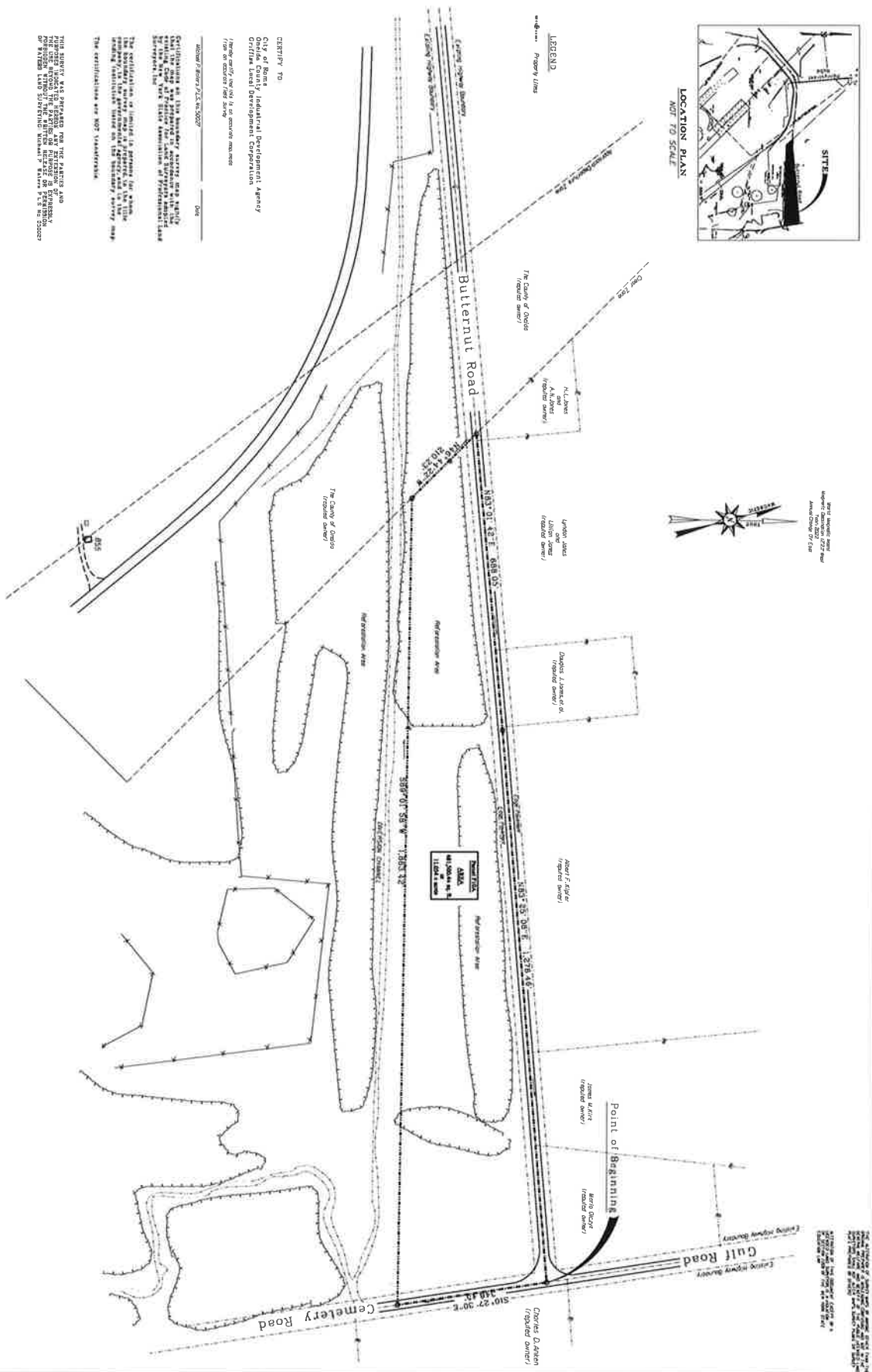
THIS SURVEY WAS PREPARED FOR THE PURPOSES AND INTENTIONS OF THE CITY OF ROME AND ONEIDA COUNTY INDUSTRIAL DEVELOPMENT AGENCY AND CORPORATION. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR.



LOCATION PLAN
NOT TO SCALE



Scale: 1" = 100'
North Arrow



LEGEND

--- Property Lines

CERTIFY TO:
City of Rome
Onondaga County Industrial Development Agency
Onondaga County Development Corporation
I hereby certify, my duty is to examine and return
this plat to the City of Rome

DATE: 7/28/04

EXPLANATIONS: This plat is a plan of a parcel of land...
The plat is a plan of a parcel of land...
The plat is a plan of a parcel of land...

The location of New Street Road is as shown on the map...
The location of New Street Road is as shown on the map...



CRIFFISS Business and Technology Park

DATE: 7/28/04

F10A
Scale: 1" = 100'
DATE: 7/28/04
1:00 a.m.

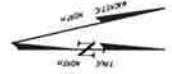
MAP
SHOWING LANDS TO BE CONVEYED TO
CITY OF ROME
(Parcel F10A)

CITY OF ROME COUNTY OF ONEIDA STATE OF NEW YORK

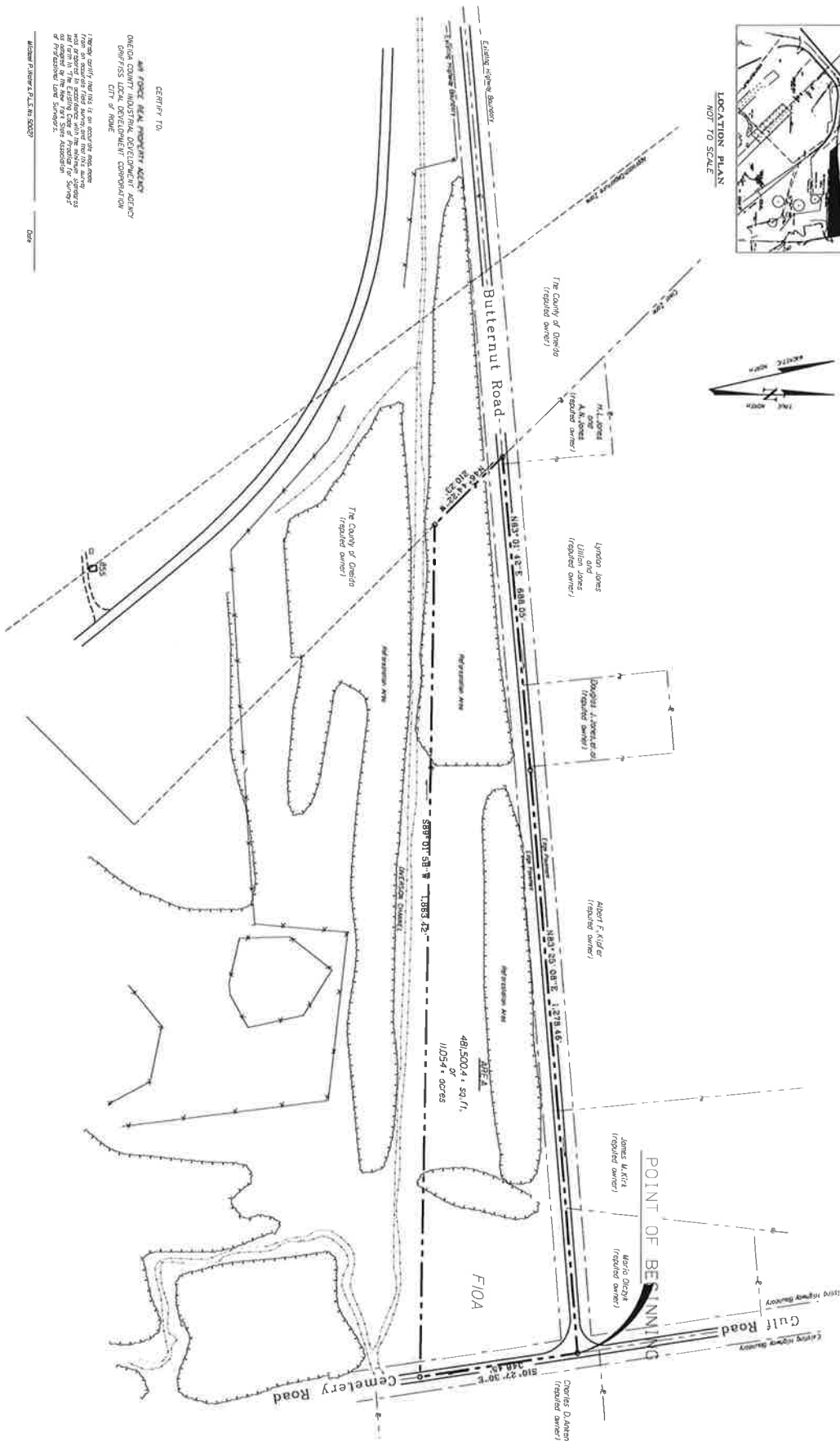
WATERS LAND SURVEYING
1307 North Jones Street
Rome, New York 13440
615-645-9759



LOCATION PLAN
NOT TO SCALE



MAGNETIC NORTH AT 60° 46' 57"
TRUE NORTH
ANNUAL CHANGE OF 2.8 WEST



NOTE:
PLANNING DATA TAKEN FROM MAPS
PRODUCED BY WOODRUFF CONSULTANTS
DATE OBTAINED: 01 SEPTEMBER 1988
BASIC COMPENSATION FUNDING: APR 88-4

DATE OF SURVEY: 7/20/04
DATE OF PLOTTING: 7/20/04
DATE OF RECORDING: 7/20/04
DATE OF SALE: 7/20/04
DATE OF DEED: 7/20/04
DATE OF CONVEYANCE: 7/20/04
DATE OF RECORDING: 7/20/04
DATE OF SALE: 7/20/04
DATE OF DEED: 7/20/04
DATE OF CONVEYANCE: 7/20/04

THIS SURVEY WAS MADE FOR THE CITY OF ROME BY THE SURVEYOR AT HIS OWN RISK AND WITHOUT LIABILITY TO HIMSELF OR TO HIS EMPLOYERS. THE CITY OF ROME IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY. THE SURVEYOR'S LIABILITY IS LIMITED TO THE AMOUNT OF THE FEE PAID FOR THIS SURVEY.

THE SURVEY WAS MADE FOR THE CITY OF ROME BY THE SURVEYOR AT HIS OWN RISK AND WITHOUT LIABILITY TO HIMSELF OR TO HIS EMPLOYERS. THE CITY OF ROME IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS SURVEY. THE SURVEYOR'S LIABILITY IS LIMITED TO THE AMOUNT OF THE FEE PAID FOR THIS SURVEY.



"CRIFRIS Business and Technology Park"
One block from the original site and near the
major highway and an excellent location for
development and expansion.

| |
|-------------------|
| Scale: 1"=100' |
| Date: 7/28/04 |
| 1:200 8/9/04 |
| F10A |
| City of Rome |
| State of New York |

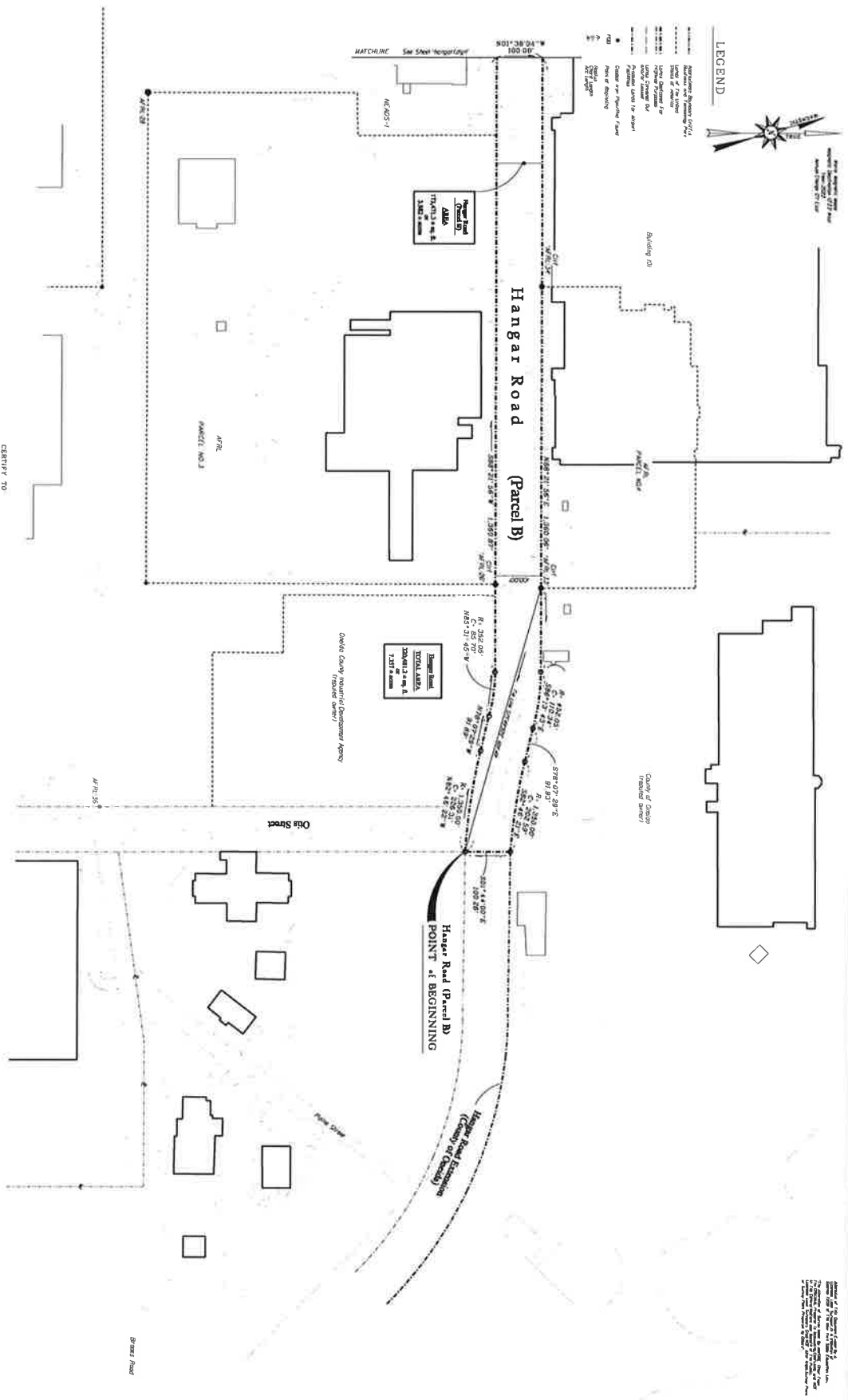
MAP
SHOWING LANDS TO BE CONVEYED TO
CITY OF ROME
(Parcel F10A)
CITY OF ROME COUNTY OF ONEIDA STATE OF NEW YORK

WATERS LAND SURVEYING
1507 York Jones Street
Rome, New York 13440
607-338-1111

Scale: 1" = 100'
 North Arrow
 Date: 05/27/2013
 Project: 1307 North James Street

LEGEND

- Boundary of Parcel
- Boundary of Lot
- Boundary of Block
- Boundary of City
- Boundary of County
- Boundary of State
- Boundary of Parcel
- Boundary of Lot
- Boundary of Block
- Boundary of City
- Boundary of County
- Boundary of State



The certification is limited to persons for whom the survey was prepared and is not to be used for any other purpose. The certification is based on the information provided to the surveyor and is not to be used for any other purpose. The certification is NOT transferable.

NOTE:
 This is a preliminary map and is not to be used for any other purpose. The certification is based on the information provided to the surveyor and is not to be used for any other purpose. The certification is NOT transferable.

City of Rome
 Onondaga County Industrial Development Agency
 Onondaga County Local Development Corporation
 1/10/13, 05/27/13, 06/11/13
 1/10/13, 05/27/13, 06/11/13

CERTIFY TO:
 City of Rome
 Onondaga County Industrial Development Agency
 Onondaga County Local Development Corporation
 1/10/13, 05/27/13, 06/11/13
 1/10/13, 05/27/13, 06/11/13



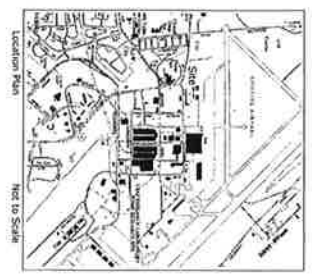
Graphic Scale Bar
 0 100 200
 Feet

ROADWAY SYSTEM
 Onondaga County

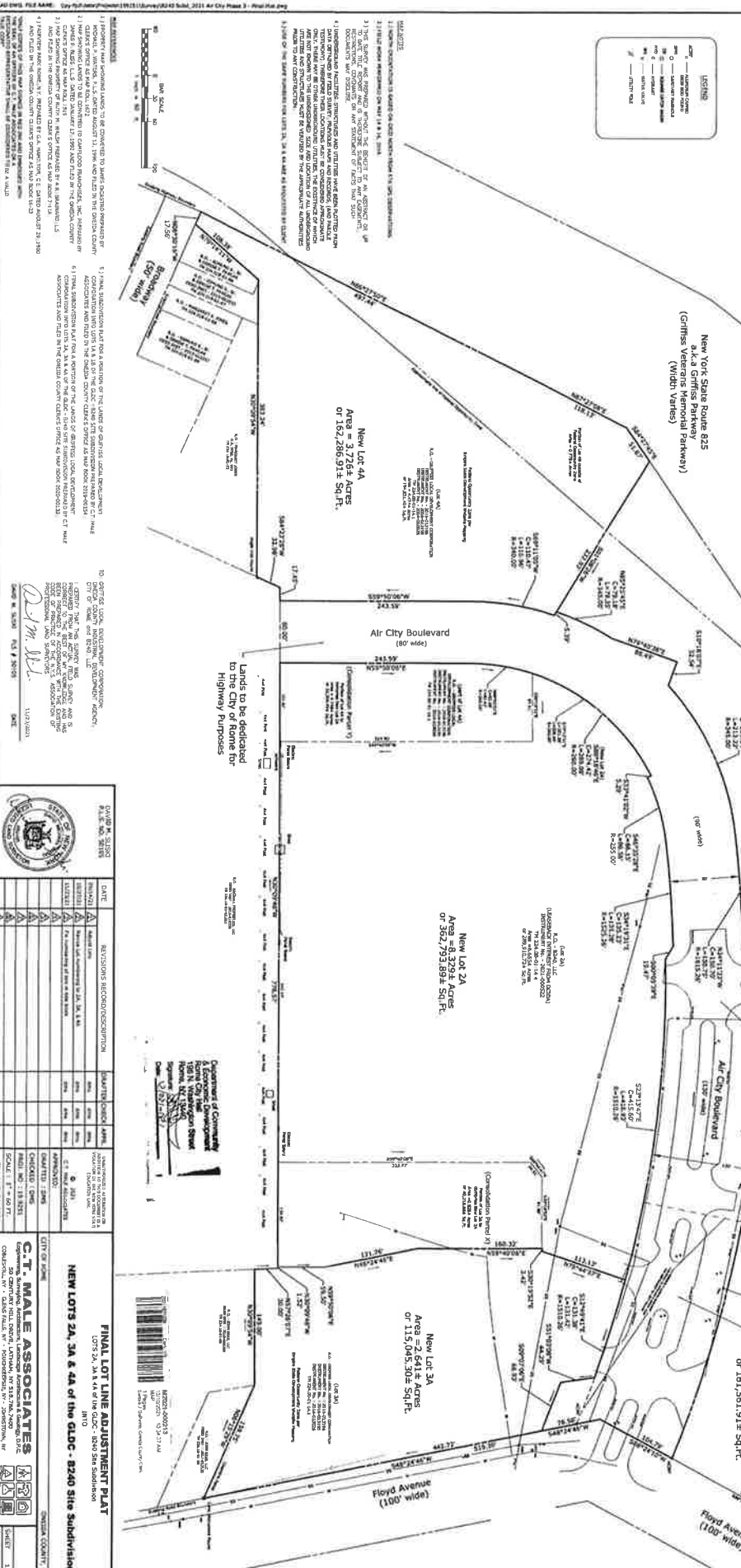
DATE: 05/27/13
 DRAWN BY: JVS

MAP
 SHOWING A PORTION OF THE ROADWAY SYSTEM AT THE FORMER GRIFPIN AIR FORCE BASE
 AS CONVERTED TO
CITY OF ROME
 (Hanger Road Parcel B)
 CITY OF ROME COUNTY OF ONDAGA STATE OF NEW YORK

PETERS LAND SURVEYING
 1307 North James Street
 Rome, New York 13440
 315.334.8756



GENERAL EXPLANATORY NOTES:
 1. THIS PLAN SHOWS THE PROPOSED LOTS AND SUBDIVISION LINES.
 2. THE PROPOSED LOTS AND SUBDIVISION LINES ARE BASED ON THE RECORD SURVEY AND THE RECORD PLAT.
 3. THE PROPOSED LOTS AND SUBDIVISION LINES ARE BASED ON THE RECORD SURVEY AND THE RECORD PLAT.
 4. THE PROPOSED LOTS AND SUBDIVISION LINES ARE BASED ON THE RECORD SURVEY AND THE RECORD PLAT.
 5. THE PROPOSED LOTS AND SUBDIVISION LINES ARE BASED ON THE RECORD SURVEY AND THE RECORD PLAT.

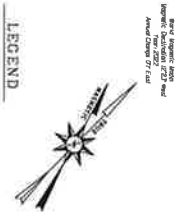


DEEDS:
 1. DEED OF CONVEYANCE TO THE CITY OF ROME FOR THE LANDS OF GENERAL DONALD BENTLEY, INC. (NEW YORK STATE ROUTE 825) TO THE CITY OF ROME, NY, DATED 11/11/2014.
 2. DEED OF CONVEYANCE TO THE CITY OF ROME FOR THE LANDS OF GENERAL DONALD BENTLEY, INC. (NEW YORK STATE ROUTE 825) TO THE CITY OF ROME, NY, DATED 11/11/2014.
 3. DEED OF CONVEYANCE TO THE CITY OF ROME FOR THE LANDS OF GENERAL DONALD BENTLEY, INC. (NEW YORK STATE ROUTE 825) TO THE CITY OF ROME, NY, DATED 11/11/2014.
 4. DEED OF CONVEYANCE TO THE CITY OF ROME FOR THE LANDS OF GENERAL DONALD BENTLEY, INC. (NEW YORK STATE ROUTE 825) TO THE CITY OF ROME, NY, DATED 11/11/2014.

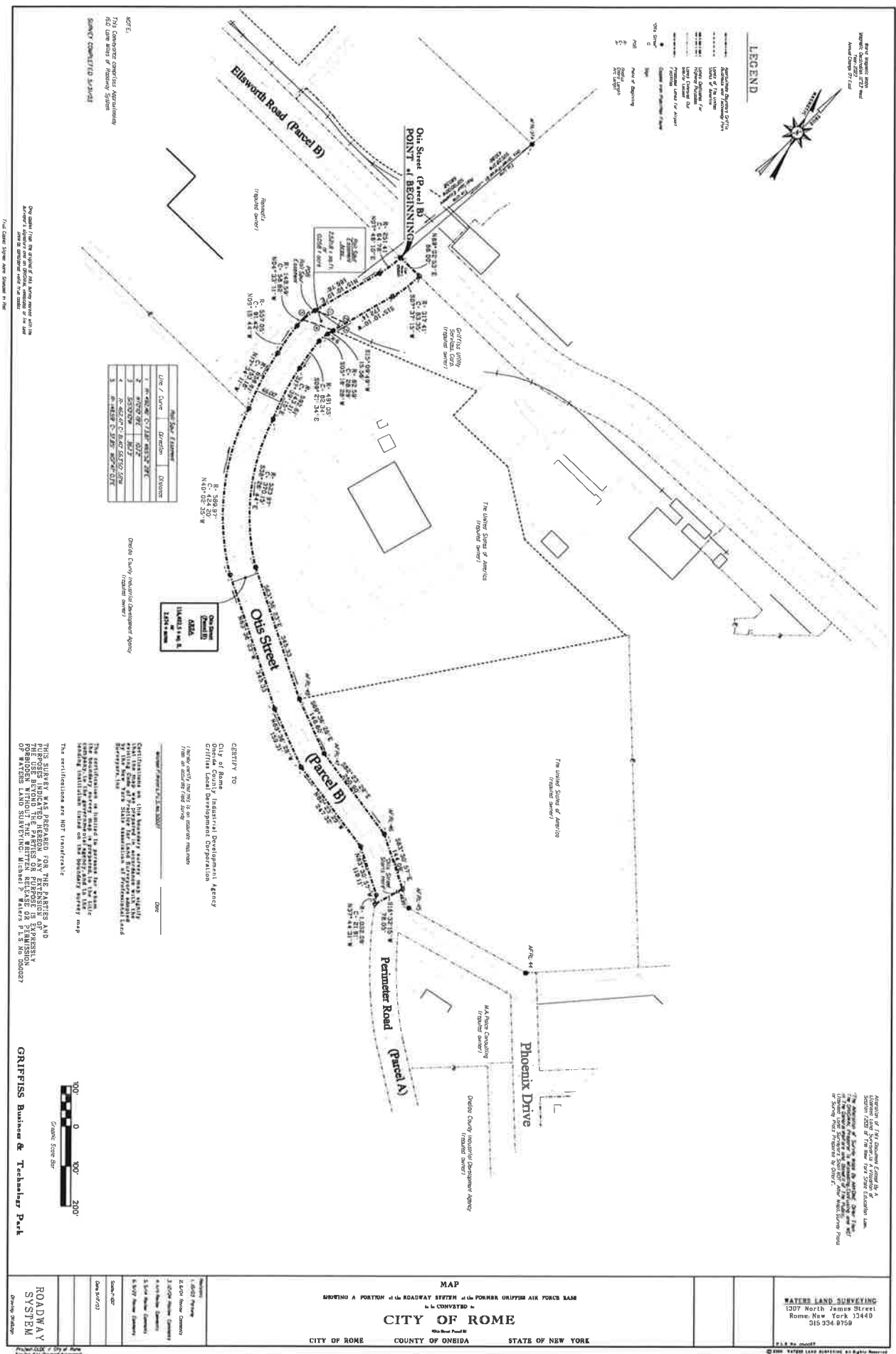
| DATE | REVISIONS/ACCOMMODATION | DATE | REVISIONS/ACCOMMODATION |
|------------|-------------------------|------------|-------------------------|
| 11/11/2014 | PRELIMINARY PLAN | 11/11/2014 | PRELIMINARY PLAN |
| 11/11/2014 | REVISIONS/ACCOMMODATION | 11/11/2014 | REVISIONS/ACCOMMODATION |
| 11/11/2014 | REVISIONS/ACCOMMODATION | 11/11/2014 | REVISIONS/ACCOMMODATION |

FINAL LOT LINE ADJUSTMENT PLAT
 NEW LOTS 2A, 3A & 4A OF THE CLDC - 8240 SITE SUBDIVISION

C.T. MALE ASSOCIATES
 ENGINEERING SURVEYING, PLANNING, ARCHITECTURE & DESIGN, INC.
 158 N. WASHINGTON STREET
 ROME, NY 13150
 TEL: 315.733.1111
 FAX: 315.733.1112
 WWW.CTMALEASSOCIATES.COM



- LEGEND**
- Boundary of Parcel A, Parcel B, Parcel C, Parcel D, Parcel E, Parcel F, Parcel G, Parcel H, Parcel I, Parcel J, Parcel K, Parcel L, Parcel M, Parcel N, Parcel O, Parcel P, Parcel Q, Parcel R, Parcel S, Parcel T, Parcel U, Parcel V, Parcel W, Parcel X, Parcel Y, Parcel Z, Parcel AA, Parcel AB, Parcel AC, Parcel AD, Parcel AE, Parcel AF, Parcel AG, Parcel AH, Parcel AI, Parcel AJ, Parcel AK, Parcel AL, Parcel AM, Parcel AN, Parcel AO, Parcel AP, Parcel AQ, Parcel AR, Parcel AS, Parcel AT, Parcel AU, Parcel AV, Parcel AW, Parcel AX, Parcel AY, Parcel AZ, Parcel BA, Parcel BB, Parcel BC, Parcel BD, Parcel BE, Parcel BF, Parcel BG, Parcel BH, Parcel BI, Parcel BJ, Parcel BK, Parcel BL, Parcel BM, Parcel BN, Parcel BO, Parcel BP, Parcel BQ, Parcel BR, Parcel BS, Parcel BT, Parcel BU, Parcel BV, Parcel BW, Parcel BX, Parcel BY, Parcel BZ, Parcel CA, Parcel CB, Parcel CC, Parcel CD, Parcel CE, Parcel CF, Parcel CG, Parcel CH, Parcel CI, Parcel CJ, Parcel CK, Parcel CL, Parcel CM, Parcel CN, Parcel CO, Parcel CP, Parcel CQ, Parcel CR, Parcel CS, Parcel CT, Parcel CU, Parcel CV, Parcel CW, Parcel CX, Parcel CY, Parcel CZ, Parcel DA, Parcel DB, Parcel DC, Parcel DD, Parcel DE, Parcel DF, Parcel DG, Parcel DH, Parcel DI, Parcel DJ, Parcel DK, Parcel DL, Parcel DM, Parcel DN, Parcel DO, Parcel DP, Parcel DQ, Parcel DR, Parcel DS, Parcel DT, Parcel DU, Parcel DV, Parcel DW, Parcel DX, Parcel DY, Parcel DZ, Parcel EA, Parcel EB, Parcel EC, Parcel ED, Parcel EE, Parcel EF, Parcel EG, Parcel EH, Parcel EI, Parcel EJ, Parcel EK, Parcel EL, Parcel EM, Parcel EN, Parcel EO, Parcel EP, Parcel EQ, Parcel ER, Parcel ES, Parcel ET, Parcel EU, Parcel EV, Parcel EW, Parcel EX, Parcel EY, Parcel EZ, Parcel FA, Parcel FB, Parcel FC, Parcel FD, Parcel FE, Parcel FF, Parcel FG, Parcel FH, Parcel FI, Parcel FJ, Parcel FK, Parcel FL, Parcel FM, Parcel FN, Parcel FO, Parcel FP, Parcel FQ, Parcel FR, Parcel FS, Parcel FT, Parcel FU, Parcel FV, Parcel FW, Parcel FX, Parcel FY, Parcel FZ, Parcel GA, Parcel GB, Parcel GC, Parcel GD, Parcel GE, Parcel GF, Parcel GH, Parcel GI, Parcel GJ, Parcel GK, Parcel GL, Parcel GM, Parcel GN, Parcel GO, Parcel GP, Parcel GQ, Parcel GR, Parcel GS, Parcel GT, Parcel GU, Parcel GV, Parcel GW, Parcel GX, Parcel GY, Parcel GZ, Parcel HA, Parcel HB, Parcel HC, Parcel HD, Parcel HE, Parcel HF, Parcel HG, Parcel HH, Parcel HI, Parcel HJ, Parcel HK, Parcel HL, Parcel HM, Parcel HN, Parcel HO, Parcel HP, Parcel HQ, Parcel HR, Parcel HS, Parcel HT, Parcel HU, Parcel HV, Parcel HW, Parcel HX, Parcel HY, Parcel HZ, Parcel IA, Parcel IB, Parcel IC, Parcel ID, Parcel IE, Parcel IF, Parcel IG, Parcel IH, Parcel II, Parcel IJ, Parcel IK, Parcel IL, Parcel IM, Parcel IN, Parcel IO, Parcel IP, Parcel IQ, Parcel IR, Parcel IS, Parcel IT, Parcel IU, Parcel IV, Parcel IW, Parcel IX, Parcel IY, Parcel IZ, Parcel JA, Parcel JB, Parcel JC, Parcel JD, Parcel JE, Parcel JF, Parcel JG, Parcel JH, Parcel JI, Parcel JJ, Parcel JK, Parcel JL, Parcel JM, Parcel JN, Parcel JO, Parcel JP, Parcel JQ, Parcel JR, Parcel JS, Parcel JT, Parcel JU, Parcel JV, Parcel JW, Parcel JX, Parcel JY, Parcel JZ, Parcel KA, Parcel KB, Parcel KC, Parcel KD, Parcel KE, Parcel KF, Parcel KG, Parcel KH, Parcel KI, Parcel KJ, Parcel KK, Parcel KL, Parcel KM, Parcel KN, Parcel KO, Parcel KP, Parcel KQ, Parcel KR, Parcel KS, Parcel KT, Parcel KU, Parcel KV, Parcel KW, Parcel KX, Parcel KY, Parcel KZ, Parcel LA, Parcel LB, Parcel LC, Parcel LD, Parcel LE, Parcel LF, Parcel LG, Parcel LH, Parcel LI, Parcel LJ, Parcel LK, Parcel LL, Parcel LM, Parcel LN, Parcel LO, Parcel LP, Parcel LQ, Parcel LR, Parcel LS, Parcel LT, Parcel LU, Parcel LV, Parcel LW, Parcel LX, Parcel LY, Parcel LZ, Parcel MA, Parcel MB, Parcel MC, Parcel MD, Parcel ME, Parcel MF, Parcel MG, Parcel MH, Parcel MI, Parcel MJ, Parcel MK, Parcel ML, Parcel MM, Parcel MN, Parcel MO, Parcel MP, Parcel MQ, Parcel MR, Parcel MS, Parcel MT, Parcel MU, Parcel MV, Parcel MW, Parcel MX, Parcel MY, Parcel MZ, Parcel NA, Parcel NB, Parcel NC, Parcel ND, Parcel NE, Parcel NF, Parcel NG, Parcel NH, Parcel NI, Parcel NJ, Parcel NK, Parcel NL, Parcel NM, Parcel NN, Parcel NO, Parcel NP, Parcel NQ, Parcel NR, Parcel NS, Parcel NT, Parcel NU, Parcel NV, Parcel NW, Parcel NX, Parcel NY, Parcel NZ, Parcel OA, Parcel OB, Parcel OC, Parcel OD, Parcel OE, Parcel OF, Parcel OG, Parcel OH, Parcel OI, Parcel OJ, Parcel OK, Parcel OL, Parcel OM, Parcel ON, Parcel OO, Parcel OP, Parcel OQ, Parcel OR, Parcel OS, Parcel OT, Parcel OU, Parcel OV, Parcel OW, Parcel OX, Parcel OY, Parcel OZ, Parcel PA, Parcel PB, Parcel PC, Parcel PD, Parcel PE, Parcel PF, Parcel PG, Parcel PH, Parcel PI, Parcel PJ, Parcel PK, Parcel PL, Parcel PM, Parcel PN, Parcel PO, Parcel PP, Parcel PQ, Parcel PR, Parcel PS, Parcel PT, Parcel PU, Parcel PV, Parcel PW, Parcel PX, Parcel PY, Parcel PZ, Parcel QA, Parcel QB, Parcel QC, Parcel QD, Parcel QE, Parcel QF, Parcel QG, Parcel QH, Parcel QI, Parcel QJ, Parcel QK, Parcel QL, Parcel QM, Parcel QN, Parcel QO, Parcel QP, Parcel QQ, Parcel QR, Parcel QS, Parcel QT, Parcel QU, Parcel QV, Parcel QW, Parcel QX, Parcel QY, Parcel QZ, Parcel RA, Parcel RB, Parcel RC, Parcel RD, Parcel RE, Parcel RF, Parcel RG, Parcel RH, Parcel RI, Parcel RJ, Parcel RK, Parcel RL, Parcel RM, Parcel RN, Parcel RO, Parcel RP, Parcel RQ, Parcel RR, Parcel RS, Parcel RT, Parcel RU, Parcel RV, Parcel RW, Parcel RX, Parcel RY, Parcel RZ, Parcel SA, Parcel SB, Parcel SC, Parcel SD, Parcel SE, Parcel SF, Parcel SG, Parcel SH, Parcel SI, Parcel SJ, Parcel SK, Parcel SL, Parcel SM, Parcel SN, Parcel SO, Parcel SP, Parcel SQ, Parcel SR, Parcel SS, Parcel ST, Parcel SU, Parcel SV, Parcel SW, Parcel SX, Parcel SY, Parcel SZ, Parcel TA, Parcel TB, Parcel TC, Parcel TD, Parcel TE, Parcel TF, Parcel TG, Parcel TH, Parcel TI, Parcel TJ, Parcel TK, Parcel TL, Parcel TM, Parcel TN, Parcel TO, Parcel TP, Parcel TQ, Parcel TR, Parcel TS, Parcel TT, Parcel TU, Parcel TV, Parcel TW, Parcel TX, Parcel TY, Parcel TZ, Parcel UA, Parcel UB, Parcel UC, Parcel UD, Parcel UE, Parcel UF, Parcel UG, Parcel UH, Parcel UI, Parcel UJ, Parcel UK, Parcel UL, Parcel UM, Parcel UN, Parcel UO, Parcel UP, Parcel UQ, Parcel UR, Parcel US, Parcel UT, Parcel UY, Parcel UZ, Parcel VA, Parcel VB, Parcel VC, Parcel VD, Parcel VE, Parcel VF, Parcel VG, Parcel VH, Parcel VI, Parcel VJ, Parcel VK, Parcel VL, Parcel VM, Parcel VN, Parcel VO, Parcel VP, Parcel VQ, Parcel VR, Parcel VS, Parcel VT, Parcel VU, Parcel VV, Parcel VW, Parcel VX, Parcel VY, Parcel VZ, Parcel WA, Parcel WB, Parcel WC, Parcel WD, Parcel WE, Parcel WF, Parcel WG, Parcel WH, Parcel WI, Parcel WJ, Parcel WK, Parcel WL, Parcel WM, Parcel WN, Parcel WO, Parcel WP, Parcel WQ, Parcel WR, Parcel WS, Parcel WT, Parcel WU, Parcel WV, Parcel WW, Parcel WX, Parcel WY, Parcel WZ, Parcel XA, Parcel XB, Parcel XC, Parcel XD, Parcel XE, Parcel XF, Parcel XG, Parcel XH, Parcel XI, Parcel XJ, Parcel XK, Parcel XL, Parcel XM, Parcel XN, Parcel XO, Parcel XP, Parcel XQ, Parcel XR, Parcel XS, Parcel XT, Parcel XU, Parcel XV, Parcel XW, Parcel XX, Parcel XY, Parcel XZ, Parcel YA, Parcel YB, Parcel YC, Parcel YD, Parcel YE, Parcel YF, Parcel YG, Parcel YH, Parcel YI, Parcel YJ, Parcel YK, Parcel YL, Parcel YM, Parcel YN, Parcel YO, Parcel YP, Parcel YQ, Parcel YR, Parcel YS, Parcel YT, Parcel YU, Parcel YV, Parcel YW, Parcel YX, Parcel YY, Parcel YZ, Parcel ZA, Parcel ZB, Parcel ZC, Parcel ZD, Parcel ZE, Parcel ZF, Parcel ZG, Parcel ZH, Parcel ZI, Parcel ZJ, Parcel ZK, Parcel ZL, Parcel ZM, Parcel ZN, Parcel ZO, Parcel ZP, Parcel ZQ, Parcel ZR, Parcel ZS, Parcel ZT, Parcel ZU, Parcel ZV, Parcel ZW, Parcel ZX, Parcel ZY, Parcel ZZ.



| Line / Curve | Direction | Distance |
|--------------|------------------|----------|
| 1 | N 142° 32' 30" W | 142.32 |
| 2 | S 89° 07' 30" E | 89.07 |
| 3 | S 53° 03' 30" E | 53.03 |
| 4 | N 46° 42' 30" E | 46.42 |
| 5 | N 46° 42' 30" E | 46.42 |

Old Street
 142.32' + 89.07' + 53.03' + 46.42' = 331.84' = 100' + 231.84'
 100' + 231.84' = 331.84'

CERTIFY TO
 City of Rome, Industrial Development Agency
 Critical Local Development Corporation
 I hereby certify that this is an accurate reproduction of the original map on file in my office.

DATE: _____

GRUFFISS BUSINESS & TECHNOLOGY PARK



MAP
 SHOWING A PORTION OF THE ROADWAY SYSTEM OF THE FORMER GRUFFISS AIR FORCE BASE
 TO BE CONVERTED TO
CITY OF ROME
 City of Rome
 COUNTY OF ONEDA
 STATE OF NEW YORK

WATERS LAND SURVEYING
 1307 North James Street
 Rome, NY 13440
 315-336-6759

ROADWAY SYSTEM
 Drawing Number: _____
 Date: 08/19/2013

Prepared by: _____
 Checked by: _____
 Date: 08/19/2013



REPORT: PRELIMINARY PLAN OF SEWER AND SANITARY SYSTEMS FOR THE CITY OF ROME, NEW YORK. PREPARED BY WATERS LAND SURVEYING, INC., 1307 NORTH JAMES STREET, ROME, NEW YORK 13440. DATE: 02/20/2019.

LEGEND

- Sanitary Sewer Main (12" - 36" Diameter)
- Sanitary Sewer Lateral (4" - 12" Diameter)
- Sanitary Sewer Manhole
- Sanitary Sewer Catch Basin
- Sanitary Sewer Inlet
- Sanitary Sewer Outlet
- Sanitary Sewer Valve
- Sanitary Sewer Cleanout
- Sanitary Sewer Air Admittance Valve (AAV)
- Sanitary Sewer Vent (SSV)
- Sanitary Sewer Header
- Sanitary Sewer Tie-in
- Sanitary Sewer Drop
- Sanitary Sewer Rise
- Sanitary Sewer Bend
- Sanitary Sewer Tee
- Sanitary Sewer Elbow
- Sanitary Sewer Coupling
- Sanitary Sewer Flange
- Sanitary Sewer Gasket
- Sanitary Sewer Seal
- Sanitary Sewer Plug
- Sanitary Sewer Cap
- Sanitary Sewer Cover
- Sanitary Sewer Frame
- Sanitary Sewer Grate
- Sanitary Sewer Sift
- Sanitary Sewer Screen
- Sanitary Sewer Filter
- Sanitary Sewer Strainer
- Sanitary Sewer Trap
- Sanitary Sewer Check Valve
- Sanitary Sewer Backflow Preventer
- Sanitary Sewer Air Release Valve
- Sanitary Sewer Pressure Relief Valve
- Sanitary Sewer Safety Valve
- Sanitary Sewer Control Valve
- Sanitary Sewer Isolation Valve
- Sanitary Sewer Shut-off Valve
- Sanitary Sewer Gate Valve
- Sanitary Sewer Plug Valve
- Sanitary Sewer Ball Valve
- Sanitary Sewer Butterfly Valve
- Sanitary Sewer Diaphragm Valve
- Sanitary Sewer Solenoid Valve
- Sanitary Sewer Motorized Valve
- Sanitary Sewer Actuator
- Sanitary Sewer Positioner
- Sanitary Sewer Controller
- Sanitary Sewer Transmitter
- Sanitary Sewer Receiver
- Sanitary Sewer Converter
- Sanitary Sewer Inverter
- Sanitary Sewer Amplifier
- Sanitary Sewer Isolator
- Sanitary Sewer Terminator
- Sanitary Sewer Terminator Resistor
- Sanitary Sewer Terminator Cap
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- Sanitary Sewer Terminator Isolator
- Sanitary Sewer Terminator Terminator



SCALE BAR
0 400 800

DATE: 02/20/2019
DRAWN BY: JLS
CHECKED BY: JLS

THIS PLAN AND SPECIFICATIONS FOR THE SANITARY AND STORMWATER SYSTEMS SHOWN HEREON ARE THE PROPERTY OF WATERS LAND SURVEYING, INC. AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF WATERS LAND SURVEYING, INC.

MAP

SHOWING SANITARY AND STORMWATER SYSTEMS
FOR THE CITY OF ROME, NEW YORK
AS CONSULTED BY

THE CITY OF ROME

CITY OF ROME COUNTY OF ONEIDA STATE OF NEW YORK

| | |
|------------------------------------|------------------|
| 1. City Council | DATE: 02/20/2019 |
| 2. City Engineer | DATE: 02/20/2019 |
| 3. City Planner | |
| 4. City Clerk | |
| 5. City Attorney | |
| 6. City Manager | |
| 7. City Superintendent | |
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| 100. City Assistant Superintendent | |

WATERS LAND SURVEYING
1307 North James Street
Rome, New York 13440
315-334-9759

ORDINANCE NO. 9772

**AUTHORIZING MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION
AGREEMENT AND APPROVING THE SALE OF A CITY OWNED PARCEL LOCATED AT
736 WEST LIBERTY STREET FOR \$50,000.00.**

By Councilor _____:

WHEREAS, New York State Real Property Tax Law Section 1166 and Rome Charter Laws, Title A, Section 33(3) allow the City of Rome to sell and convey real property obtained by virtue of a tax foreclosure proceeding, upon approval and confirmation of a five-sevenths (5/7) vote of the Rome Common Council, with or without advertising for bids; and

WHEREAS, certain City owned parcels of land are in need of rehabilitation and the City desires to sell and convey said real property to a buyer, and obtain a written guarantee from the buyer that he/she will perform and accomplish the necessary rehabilitation within the agreed upon time frame of approximately twelve (12) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT ORDAINED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for tax sale property located at 736 West Liberty Street, Rome, New York, with Michael Nodecker, for the rehabilitation of said property located at 736 West Liberty Street, Rome, New York, known as Tax Map No. 242.006-0003-092; and

BE IT FURTHER ORDAINED, by the Common Council of the City of Rome that it approves and confirms the sale and conveyance of tax sale property located at 736 West Liberty Street, Rome, New York, known as Tax Map No. 242.006-0003-092, for consideration of the performance of a Rehabilitation Agreement for said property, and for the total sum of Fifty Thousand and 00/100 Dollars (\$50,000.00), said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER ORDAINED, that this authorization is contingent upon the execution by the buyer of the Rehabilitation Agreement within thirty (30) days of the adoption of this Ordinance; and

BE IT FURTHER ORDAINED, that subsequent to the execution of the Rehabilitation Agreement, this authorization is further contingent upon the granting of a written certification by the City of Rome Codes Enforcement Officer, stating that he has inspected the property and that the buyer has completed all necessary rehabilitation in the time period required by the agreement; and

BE IT FURTHER ORDAINED, that upon receipt of the written certification from the Codes Enforcement Officer, the Mayor is hereby authorized to execute any and all deeds or other documents necessary to complete the transfer of title of said parcel of land; and

BE IT FURTHER ORDAINED, that this authorization is contingent upon the buyer having completed this transaction by rendering payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER ORDAINED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his, her or their successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by Councilor _____.
By Councilor _____:

RESOLVED, that the unanimous consent of this Common Council be, and the same hereby is given to the consideration of Ordinance No. 9772.

Seconded by Councilor _____.

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith __ Anderson __ Dursi __ Sbaraglia __

ORDINANCE NO. 9772

AYES & NAYS: Sparace __ Mortise __ Fazio __ Smith __ Anderson __ Dursi __ Sbaraglia __

ADOPTED ____

DEFEATED ____

JEFFREY M. LANIGAN
Mayor

MARK DOMENICO
Director



DEPARTMENT OF CODE ENFORCEMENT
ROME CITY HALL, 198 N. WASHINGTON STREET
ROME, NEW YORK 13440-5815
Telephone: (315) 339-7642 Fax: (315) 339-7638
www.romenewyork.com

Memo

To: City of Rome Common Council

Date: February 10, 2025

From: Nick Facciolo

Re: Permission for the City of Rome to enter into a **rehabilitation** agreement with Michael Nodecker for 736 West Liberty St, tax map ID #242.006-0003-092, per the recommendation of the Real Property Committee. The purchase offer is \$50,000 and the rehabilitation period is 12 months.

Message:

The Real Property Committee has voted to recommend that the City of Rome Common Council consider approval to enter into a **rehabilitation** agreement with Michael Nodecker to rehabilitate a parcel located at 736 W. Liberty St.. City Treasurer and Codes have verified that the proposer does not have outstanding taxes or codes issues on other properties in the City of Rome.

Attached is a copy of the, proposal, punch list, tax map and current assessment information. Please feel free to call me directly at 315-339-7637 with any additional information you may require.

JEFFREY M. LANIGAN
Mayor

MARK DOMENICO
Director



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ROME, NEW YORK 13440-5815
Telephone: (315) 339-7642 Fax: (315) 339-7638
www.romenewyork.com

Real Property Due Diligence Summary

| PROPERTY SUMMARY | |
|-------------------------------|--|
| Address | 736 W. Liberty St. |
| Tax Map Number | 242.006-0003-092 |
| Parcel Description | H & L 40 x 220 |
| Parcel Zoning | R-2 |
| Ward Councilor | R. Smith |
| Date of City Ownership | 6/13/2024 |
| DUE DILIGENCE CATEGORY | STATUS |
| Project Description | Rehabilitate existing house for use as an investment property |
| Proposer Name | Michael Nodecker |
| Proposed Time Frame | 12 Months |
| Proposed Price | \$50,000 |
| Proposer Codes Violations | Codes history has been checked and deemed acceptable for consideration by the common council |
| Proposer Financial Viability | Financial background has been checked and deemed appropriate for consideration by Common Council |
| Background Check Performed | Not performed |
| Special Considerations | None |

PROPERTY REHABILITATION REQUIREMENTS

SPECIFIC PROPOSAL BASED REQUIREMENTS

- **Install new plumbing lines, fixtures, laterals as needed (City of Rome licensed plumber required with inspection when completed.)**
- **Any electrical work will require 3rd party electrical inspection**
- **See attached scope of work**

GENERAL REQUIREMENTS

- 1. Premises must comply with Property Maintenance Code of New York State**
- 2. Use of parcel must comply with Rome Code of Ordinances in accordance with current zoning or a use variance must be applied for and granted through the Zoning Board of Appeals for intended use**
- 3. A building permit will be obtained from the City of Rome Code Enforcement Department prior to signing the rehabilitation agreement**
- 4. Any plumbing repairs, modifications or installations will required a plumbing permit from the City of Rome**
- 5. A third party electrical inspection will be required for any electrical work**
- 6. Installation of parking area or driveways must be of hard surface (concrete, asphalt or paver tiles) and have pre-approval of application of driveway permit form city engineer's office**
7. All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.
8. All exterior property and premises shall be maintained in a clean, safe and sanitary condition.
9. All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.
10. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.
11. All premises and immediate exterior property shall be maintained free from weeds or plant growth in excess of 10 inches (254 mm). All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.
12. All structures and exterior property shall be free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.
13. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.
14. All accessory structures, including detached garages, fences and walls, shall be structurally sound and in good repair.

EXTERIOR STRUCTURE

15. The exterior of a structure shall be in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.
16. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

17. Building shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (102 mm) high with a minimum stroke width of 0.5 inch (12.7 mm).
18. All structural members shall be free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.
19. All foundation walls shall be plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.
20. All exterior walls shall be free from holes, breaks and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.
21. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.
22. All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.
23. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.
24. All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.
25. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
26. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight. All glazing materials shall be maintained free from cracks and holes. Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.
27. All exterior doors, door assemblies and hardware shall be in good condition.
28. Every basement hatchway shall prevent the entrance of rodents, rain and surface drainage water.
29. Every basement window that is openable shall be supplied with rodent shields, storm windows or other approved protection against the entry of rodents.

INTERIOR STRUCTURE

30. The interior of a structure and equipment therein shall be in good repair, structurally sound and in a sanitary condition. Every occupant shall keep that part of the structure which such occupant occupies or controls in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.
31. All structural members shall be structurally sound, and be capable of supporting the imposed loads.
32. All interior surfaces, including windows and doors, shall be in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood, and other defective surface conditions shall be corrected.
33. Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be in sound condition and good repair.
34. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
35. Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.
36. All structures shall be kept free from insect and rodent infestation. All structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent reinfestation.
37. Every habitable space shall have at least one window of approved size facing directly to the outdoors or to a court. The minimum total glazed area for every habitable space shall be 8 percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

EXCEPTION: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m²). The exterior glazing area shall be based on the total floor area being served.

38. Every common hall and stairway in residential occupancies, other than in one-and two-family dwellings, shall be lighted at all times with at least a 60-watt standard incandescent light bulb for each 200 square feet (19 m²) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, means of egress, including exterior means of egress stairways shall be illuminated at all times the building space served by the means of egress is occupied with a minimum of 1 footcandle (11 lux) at floors, landings and treads.
39. All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe occupancy of the space and utilization of the appliances, equipment and fixtures.
40. Every habitable space shall have at least one openable window. The total openable area of the window in every room shall be equal to at least 45 percent of the minimum glazed area

EXCEPTION: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m²). The ventilation openings to the outdoors shall be based on a total floor area being ventilated.

41. Every bathroom and toilet room shall comply with the ventilation requirements for habitable spaces, except that a window shall not be required in such spaces equipped with a mechanical ventilation system. Air exhausted by a mechanical ventilation system from a bathroom or toilet room shall discharge to the outdoors and shall not be recirculated.
42. A habitable room, other than a kitchen, shall not be less than 7 feet (2134 mm) in any plan dimension. Kitchens shall have a clear passageway of not less than 3 feet (914 mm) between counterfronts and appliances or counterfronts and walls.
43. Habitable spaces, hallways, corridors, laundry areas, bathrooms, toilet rooms and habitable basement areas shall have a clear ceiling height of not less than 7 feet (2134 mm).

EXCEPTIONS:

- In one-and two-family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting not more than 6 inches (152 mm) below the required ceiling height.
 - Basement rooms in one-and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a ceiling height of not less than 6 feet 8 inches (2033 mm) with not less than 6 feet 4 inches (1932 mm) of clear height under beams, girders, ducts and similar obstructions.
 - Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a clear ceiling height of at least 7 feet (2134 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a clear ceiling height of 5 feet (1524 mm) or more shall be included.
44. Every bedroom occupied by one person shall contain at least 70 square feet (6.5 m²) of floor area, and every bedroom occupied by more than one person shall contain at least 50 square feet (4.6 m²) of floor area for each occupant thereof.
 45. Bedrooms shall not constitute the only means of access to other bedrooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces.
 46. All spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.
 47. Every dwelling unit shall contain its own bathtub or shower, lavatory, water closet and kitchen sink which shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.

48. All plumbing fixtures shall be properly installed and in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition. Plumbing fixtures shall have adequate clearances for usage and cleaning.

WATER SYSTEM

49. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the *Plumbing Code of New York State*.
50. The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets, and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.
51. The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.
52. Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature of not less than 120°F (49°C). A fuel-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.
53. All plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.
54. Drainage of roofs and paved areas, yards and courts, and other open areas on the premises shall not be discharged in a manner that creates a public nuisance.

MECHANICAL AND ELECTRICAL REQUIREMENTS

55. Heating facilities shall be provided in structures as required by this section.
56. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 65°F (18°C) in all habitable rooms, bathrooms and toilet rooms based on the winter design dry-bulb temperature for the locality indicated in Table E302.1 of the *Energy Conservation Construction Code of New York State*. Cooking appliances shall not be used to provide space heating to meet the requirements of this section.
57. Every owner and operator of any building who rents, leases or lets one or more dwelling unit, rooming unit, dormitory or guestroom on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from September 15th to May 31st to maintain a temperature of not less than 65°F (18°C) in all habitable rooms, bathrooms, and toilet rooms.

EXCEPTION: When the outdoor temperature is below the winter design dry-bulb temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity.

58. Indoor occupiable work spaces shall be supplied with heat during the period from September 15th to May 31st to maintain a temperature of not less than 65°F (18°C) during the period the spaces are occupied.

EXCEPTIONS:

- Processing, storage and operation areas that require cooling or special temperature conditions.
- Areas in which persons are primarily engaged in vigorous physical activities.

- The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

MECHANICAL EQUIPMENT

59. All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.
60. All fuel-burning equipment and appliances shall be connected to an approved chimney or vent.

EXCEPTION: Fuel-burning equipment and appliances which are labeled for unvented operation.

61. All required clearances to combustible materials shall be maintained.
62. All safety controls for fuel-burning equipment shall be maintained in effective operation.
63. A supply of air for complete combustion of the fuel and for ventilation of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.
64. Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping there from, shall not be installed unless labeled for such purpose and the installation is specifically approved.

ELECTRICAL FACILITIES

65. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with Chapter 27 of the *Building Code of New York State*.
66. Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the defects shall be corrected to eliminate the hazard.

ELECTRICAL EQUIPMENT

67. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.
68. Every habitable space in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounded-type receptacle or a receptacle with a ground fault circuit interrupter. Every bathroom and kitchen shall contain at least one receptacle with ground fault circuit interrupter protection.
69. Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room and furnace room shall contain at least one electric lighting fixture.

FIRE SAFETY REQUIREMENTS

70. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the *Fire Code of New York State*.
71. The required width of aisles in accordance with the *Fire Code of New York State* shall be unobstructed.
72. All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the *Fire Code of New York State*.
73. Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following: Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates, or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction, and such devices shall be releasable or removable from the inside without the use of a key, tool, or force greater than that which is required for normal operation of the escape and rescue opening.
74. The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.

75. Required opening protectives shall be maintained in an operative condition. All fire and smokestop doors shall be maintained in operable condition. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

FIRE PROTECTION SYSTEMS

76. All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the *Fire Code of New York State*.
77. Smoke alarms shall be installed and maintained regardless of occupant load at all of the following locations:
- On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
 - In each room used for sleeping purposes.
 - In each story within a dwelling unit, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.
78. Single-or multiple-station smoke alarms shall be installed in other groups in accordance with the *Fire Code of New York State*.
79. Single-station smoke alarms shall receive their primary power from the building wiring, provided that such wiring is served from a commercial source, and is equipped with a battery backup. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.
80. Where more than one smoke alarm is required to be installed within an individual dwelling unit, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

PROPOSAL TO PURCHASE PROPERTY ACQUIRED BY THE CITY OF ROME THROUGH TAX FORECLOSURE

Date of Proposal: 12/19/24

Name(s): Michael Nadecker
Address: 209 Dale Rd
Rome NY 13440
Tel No.: (315) 269 8290
E-mail: michaelnadecker@gmail.com
Contact Name of Business Applicant: _____

Mailing Address: _____
(if different from above) _____

Location of subject property: 736 W Liberty St Rome NY 13440
Tax map number: 242.006-0003-092

What is your intended use of the property? Examples could include primary residence/owner occupied, rental real estate, investment or commercial/business, parking, etc?

first rental, real estate

Is your proposed use of the property compliant with applicable zoning regulations? Yes No
If unknown, contact City of Rome Zoning Officer for determination.

Complete Attached Rehabilitation Estimate and Schedule

Provide a detailed estimate of the financial cost associated with the acquisition and rehabilitation of the property, including sums anticipated for each of the following, as may be applicable: (1) purchase price; (2) legal fees and disbursements; (3) abstract searches and/or title insurance; (4) itemized statement of rehabilitation expenses (attach a separate sheet if necessary.)

- (1) Purchase price: 50,000
- (2) Legal fees and disbursements: 2500
- (3) Cost of insurance, naming the City of Rome as an additional insured. The amounts of such insurance shall be in the sum of five hundred thousand dollars (\$500,000) for personal injury/general liability and five hundred thousand dollars (\$500,000) for property damage/fire loss, or, in the alternative, blanket coverage for five hundred thousand dollars (\$500,000). Note: insurance premiums may vary. Please check with your Insurance Company as to your specific policy premiums. 3,000 12 months
- (4) Abstract searches and/or title insurance: 300
- (5) Rehabilitation expenses: 61400

Total Estimate of Investment: 117,200

Indicate the source of the funds you intend to utilize for the project and indicate when those funds will be available, i.e. bank funds, home equity loan, personal loan. The City of Rome reserves the right to request proof of funds to complete the project.

Bank funds

You are responsible for any and all liens and mortgages against the property other than City of Rome taxes, Oneida county taxes and City of Rome School District taxes prior to the signing of the rehabilitation agreement.

You are encouraged to check with the Oneida County Commissioner of Finance, the appropriate school district, legal counsel or title Search Company to determine whether there are any outstanding tax liens or other liens assessed against the property.

Any other pertinent information (add additional sheet as required):

Are you a City of Rome employee?

No

I understand that if my proposal is accepted, I will be responsible for the amount equivalent of the prorated tax burden (City, School and County) on the property from the date I sign the rehabilitation agreement and due at closing.

MN Initial

I understand that if my proposal is accepted, I am required to obtain and maintain during the term of the rehabilitation, a policy of general liability insurance, written by one or more insurance carriers licensed to do business in the State of New York. The liability coverage of such insurance shall not be less than Five Hundred Thousand Dollars (\$500,000), per occurrence, for bodily injury and death, and/or property damage, or minimum general aggregate coverage of Five Hundred Thousand Dollars (\$500,000).

MN Initial

I understand that if my proposal is accepted, I am required to present funds in the amount of 25% of my proposed price (100% if a vacant lot) at the time of signing my rehabilitation agreement.

MN Initial

I understand that if my proposal is accepted and I fail to perform or observe any of the terms of my rehabilitation agreement, any investment in or improvement to the property and any down payment will be forfeited.

MN Initial

I understand that the proposed price is not the only factor involved in evaluating my proposal. Impact to the community, resources to complete my proposed rehabilitation plan, code violation history and tax payment status of other properties owned within the City of Rome are also factors of consideration.

MN Initial

I understand that property will not be sold to anyone with delinquent City of Rome, Oneida County or City of Rome School District taxes.

MN Initial

I understand that work cannot commence on any property until a rehabilitation agreement is signed, a building permit is issued and requisite boards (Zoning Board of Appeals, Planning Board, etc.) render an approval

MN Initial

Signature of Applicant Michael Hobbs 

Date 12/19/24

Rehabilitation Estimate & Schedule

| Includes labor + material | Cost Estimate of Repair | Rationale for Estimate | Days to Complete from Start |
|------------------------------|-------------------------|---|-----------------------------|
| Foundation | | TBD | |
| Roof | | TBD | |
| Basement / Crawl Space | 5000 | Cleanout, water proof walls, have mold | 2 weeks |
| Exterior Finish | 500 | pressure washing - curb appeal | 3 days |
| Landscaping | 1500 | removal of all brush - curb appeal | 1 week |
| Driveway / Parking Area | 5000 | re-paved | 1 week |
| Sidewalk | | any repairs necessary TBD | |
| Structural Repairs | 16,000 | main girder beam cracked & others cracked | 1 month |
| Insulation | | TBD | |
| Furnace | | update TBD | 1 week |
| Electrical Service | | update / convert to ark fault | |
| Electrical Branch Circuits | | | |
| Electrical Devices | 200 | Smoke detectors | 3 days |
| Plumbing and Sewer Laterals | | | |
| Plumbing Lines / Fixtures | | | |
| Demolition / Rubbish Removal | 1200 | dumpster rental | 1 week |
| Kitchen Cabinets | 17000 | complete kitchen update | 1 month |
| Flooring | 15000 | all new flooring vinyl flooring | 3 weeks |
| Wallboard | | | |
| Windows | | | |
| Doors | | | |
| Permit Fees | | TBD | |
| TOTAL | 61400 | TOTAL LENGTH OF REHABILITATION | 1 year |

MIS. SCREWS/NAILS: \$500
 LIGHT FIXTURES: \$1000
 PAINT: \$1000

EST

Q: How do I find out about and/or arrange to see available properties?

A: The City of Rome Code Enforcement Office maintains a master list of available properties which is updated on a monthly basis. [Click here to see the most current list](#). If you identify a property that you may be interested in purchasing, you can contact the Code Enforcement Office at 315-339-7637.

Q: Who may propose on a property?

A: Any person may propose on a property. Proposed that owe any taxes on property in Oneida County will be automatically disqualified. Persons that own property that have had a history of noncompliance will be discredited in the evaluation process.

Q: Once I find a property I am interested in, what is the next step?

A: You must fill out the City's purchase proposal form. [Click here to obtain a copy of the proposal form](#). Once completed, the forms should be returned to the City Clerk Office in a sealed envelope with proposer name and address of the property you are proposing on written on the envelope. Proposals must be delivered by the last business day of the month no later than 4:00PM

Q: How much should I offer for the property?

A: It is your responsibility to justify your bid price. In reviewing the proposal, the Real Property Committee does take into consideration the amount you are going to invest into the rehabilitation of the property, the length of time of the rehabilitation and the offering price. If your bid price is not accepted, you will be notified.

Q: Are there any conditions attached to the sale?

A: Yes. At a minimum, the building must meet requirements of the City of Rome Codes Office consistent with your proposed use. Additional general rehabilitation items beyond minimum codes compliance may also be required and the itemized habilitation plan that you included with your proposal will become a condition of sale. There may also be additional conditions of sale depending on your intended use that will be determined after review of your proposal. A complete list of conditions of sale will be included in a Rehabilitation Agreement. [Click here for a Sample Rehabilitation Agreement](#). Upon signing the Rehabilitation Agreement, you will be required to pay 25% of the full amount of the purchase price and present proof of proper insurance coverage. You will obtain a **quit-claim deed** after successful completion of the terms of the Rehabilitation Agreement and fulfilling payment of the remainder of the purchase price.

Q: How much time is allotted to complete the repair work?

A: The time allotted depends on the extent of the rehabilitation work required. The more extensive the work, the more time allowed. Generally, you are allowed a maximum of six (6) months to complete your rehabilitation work but extensive rehabilitation may be granted one year.

Q: When can I start the rehabilitation on the property?

A: Once your proposal is approved by the Real Property Committee, The Common Council must vote to approve entering into a rehabilitation contract. Upon approval of the Common Council you will be contacted to sign a rehabilitation agreement. Once the rehabilitation agreement is signed a building permit can be issued and work can commence.

Q: Am I getting the property free and clear of all back taxes?

A: If the property is in the Rome City School District, the City will give you a deed free and clear of all back city and school taxes and water and sewer rents up to the time of signing the Rehabilitation Agreement. Current year's taxes will be prorated based on the date of the Rehabilitation Agreement. There may be taxes owed to the County of Oneida or, if the property is not in the Rome City School District, to the applicable school tax collector. It is your responsibility to investigate these issues on your own.

Q: Are there any liens on the property?

A: The City is giving you a **quit claim deed** only. The City makes no representations or guarantees about the title. It is your responsibility to investigate these issues on your own or through an attorney. Investing through a title search to determine if there is a lien(s) on the property is in your interest and at your expense. Should the Buyer wish to obtain any title searches, tax searches, bankruptcy searches, surveys, title insurance, or any other title inquiries, the Buyer is advised to do so in advance of entering into the Rehabilitation Agreement. Contact your attorney or title search organization to obtain more information on cost and time of researching title.

Q: Do I need a Building Permit?

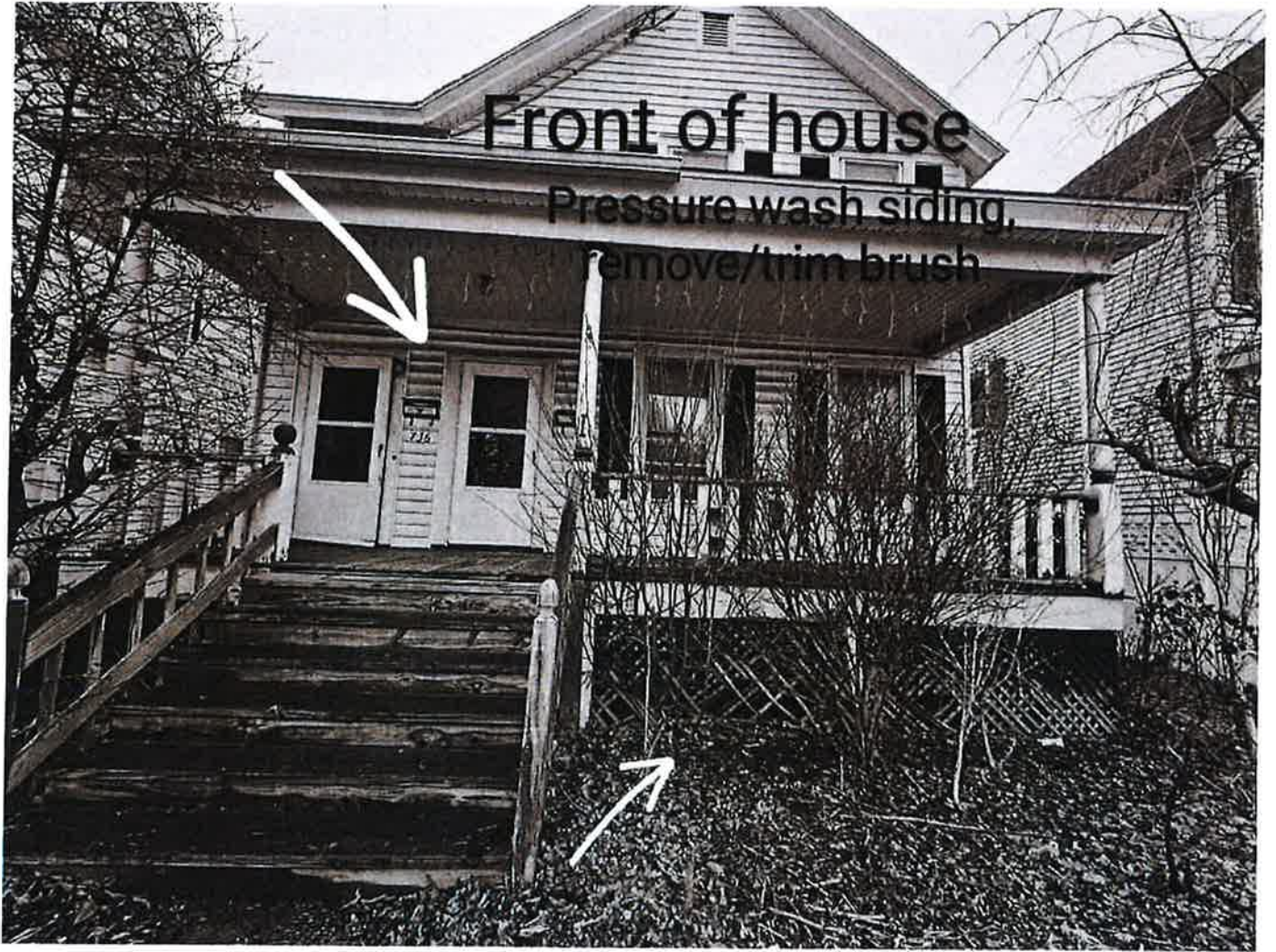
A: You will need to obtain a building permit from the Codes Department prior to receiving the keys to enter an existing structure or prior to beginning construction on vacant land.

Q: What if the rehabilitation is not completed in the time allotted?

A: If the rehabilitation is not completed in the allotted time, you must prepare a written extension request detailing the amount of work needed to be completed and the requested amount of time. The Real Property Committee will determine if the request is reasonable and if you grant an extension. Payment of the taxes that have accrued on the property during the rehabilitation will need to be paid to be granted an extension.

Q: When can the property be occupied?

A: A person and contractor may begin rehabilitation once the rehabilitation agreement has been signed, proof of insurance is provided and a building permit is issued. Occupancy comprises either renting or utilizing the building for its intended purpose. Occupancy can only take place following the closing on the property and filing of the deed.



Front of house

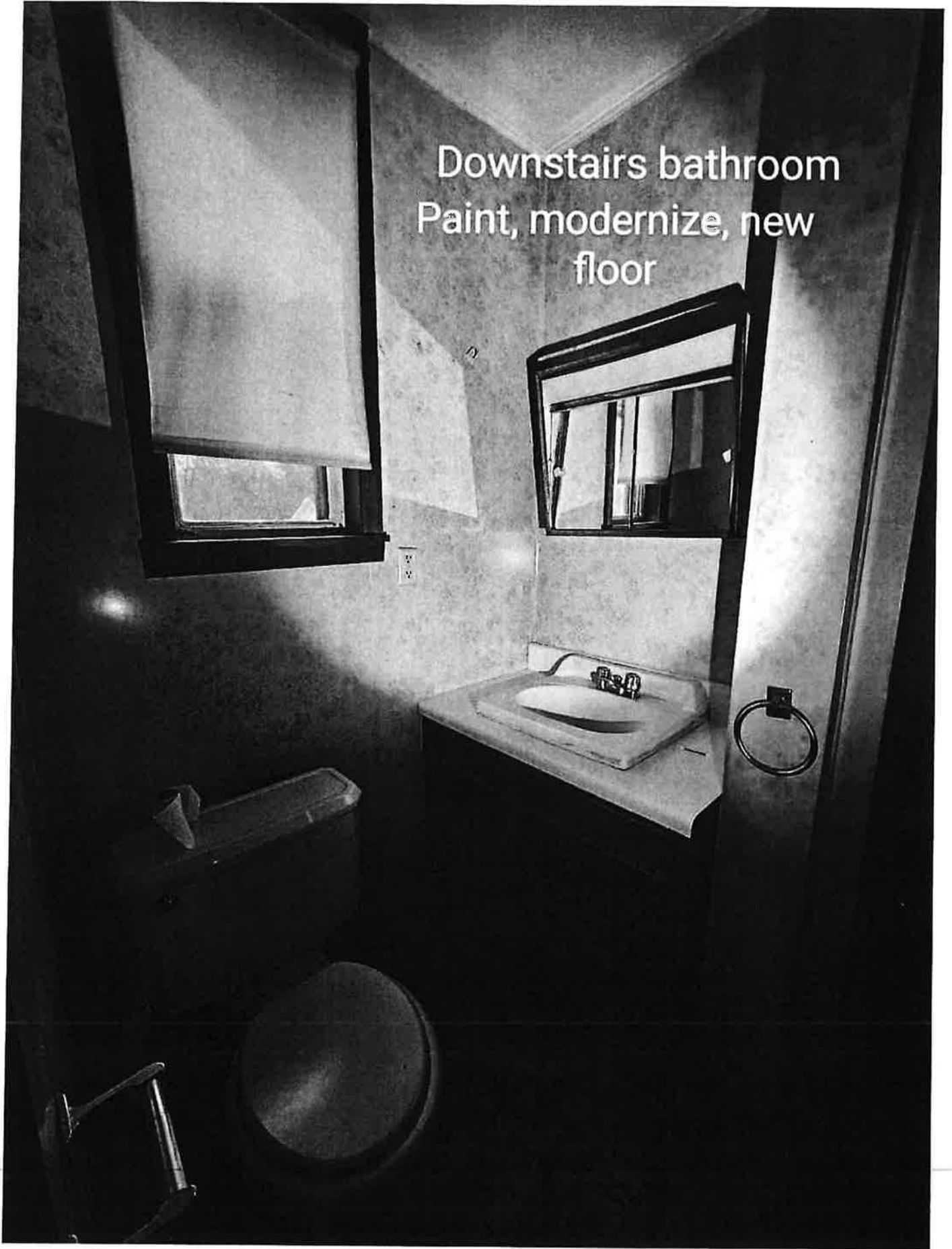
Pressure wash siding,
remove/trim brush



Front porch
Repair and paint



Downstairs bathroom
Paint, modernize, new
floor

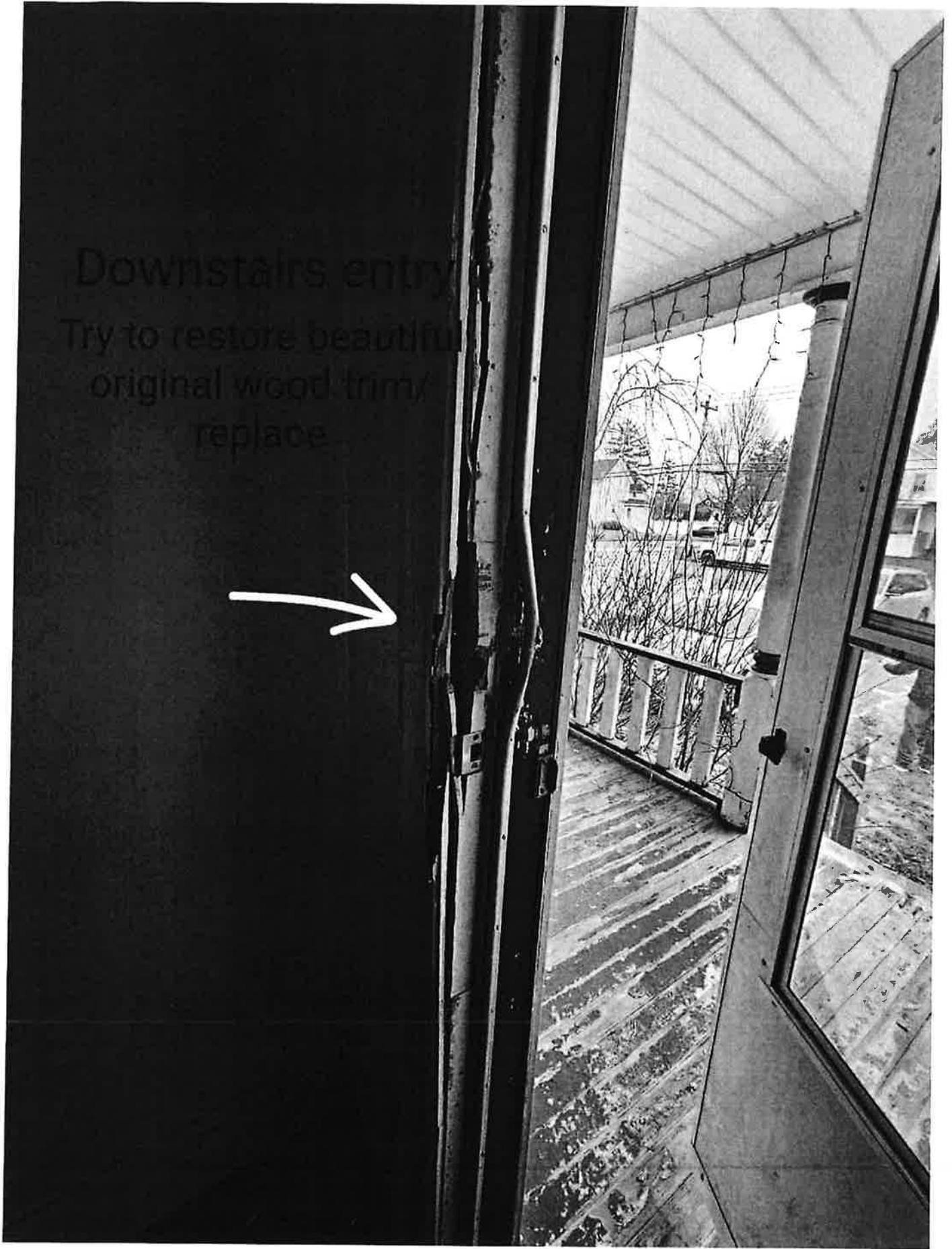


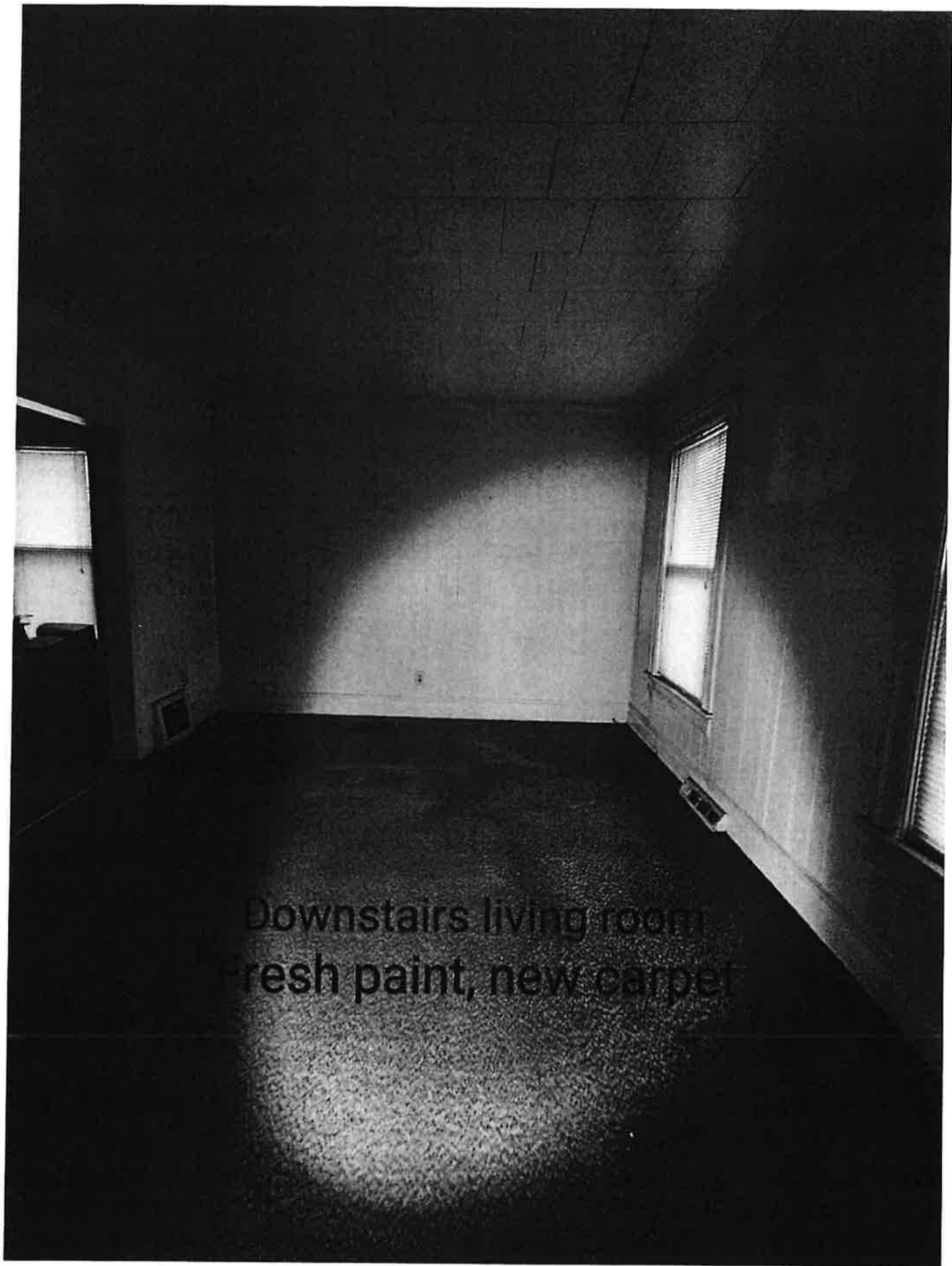


Remove drop ceiling

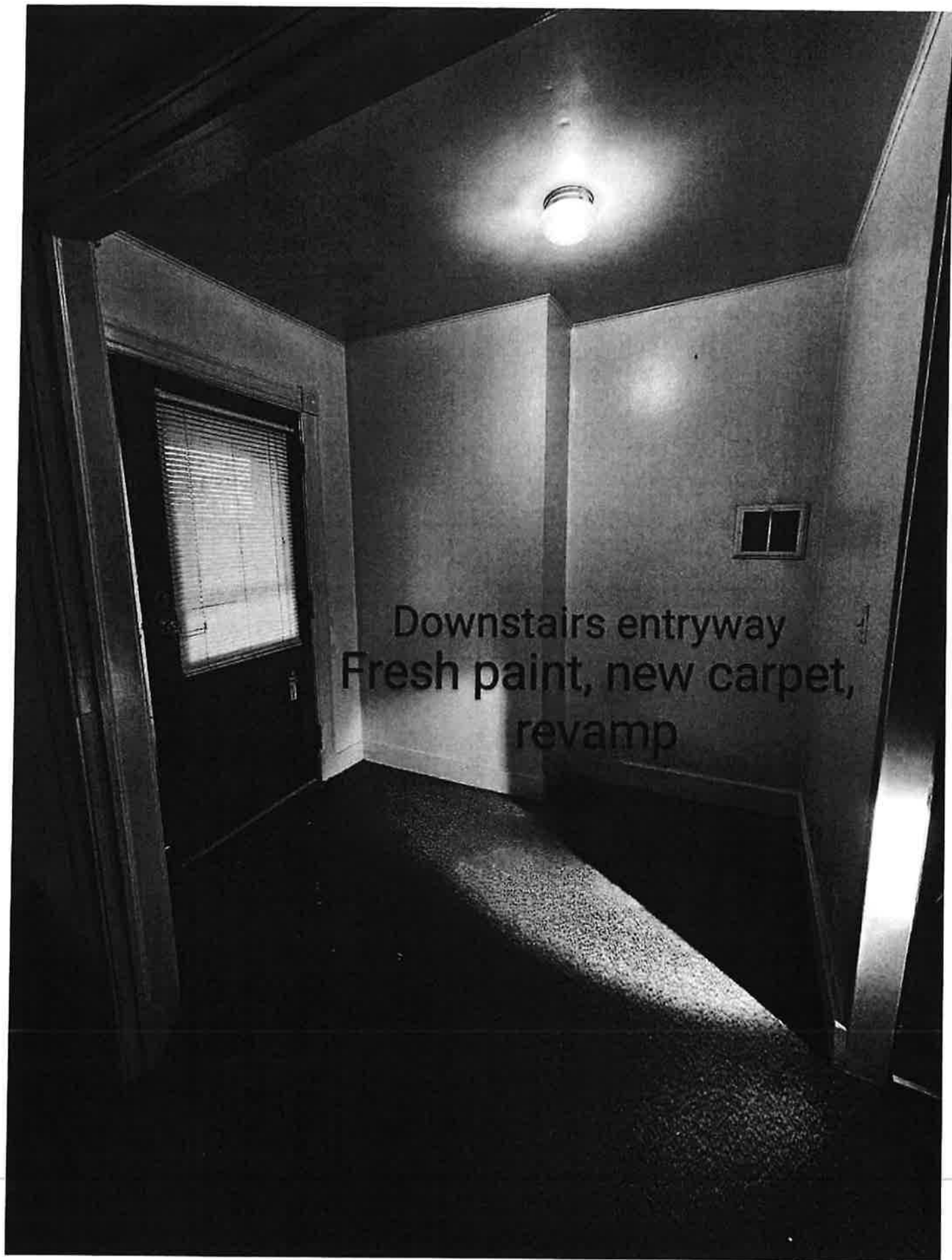
New smoke/carbon
monoxide detectors
through whole house.

Downstairs entry
Try to restore beautiful
original wood trim/
replace

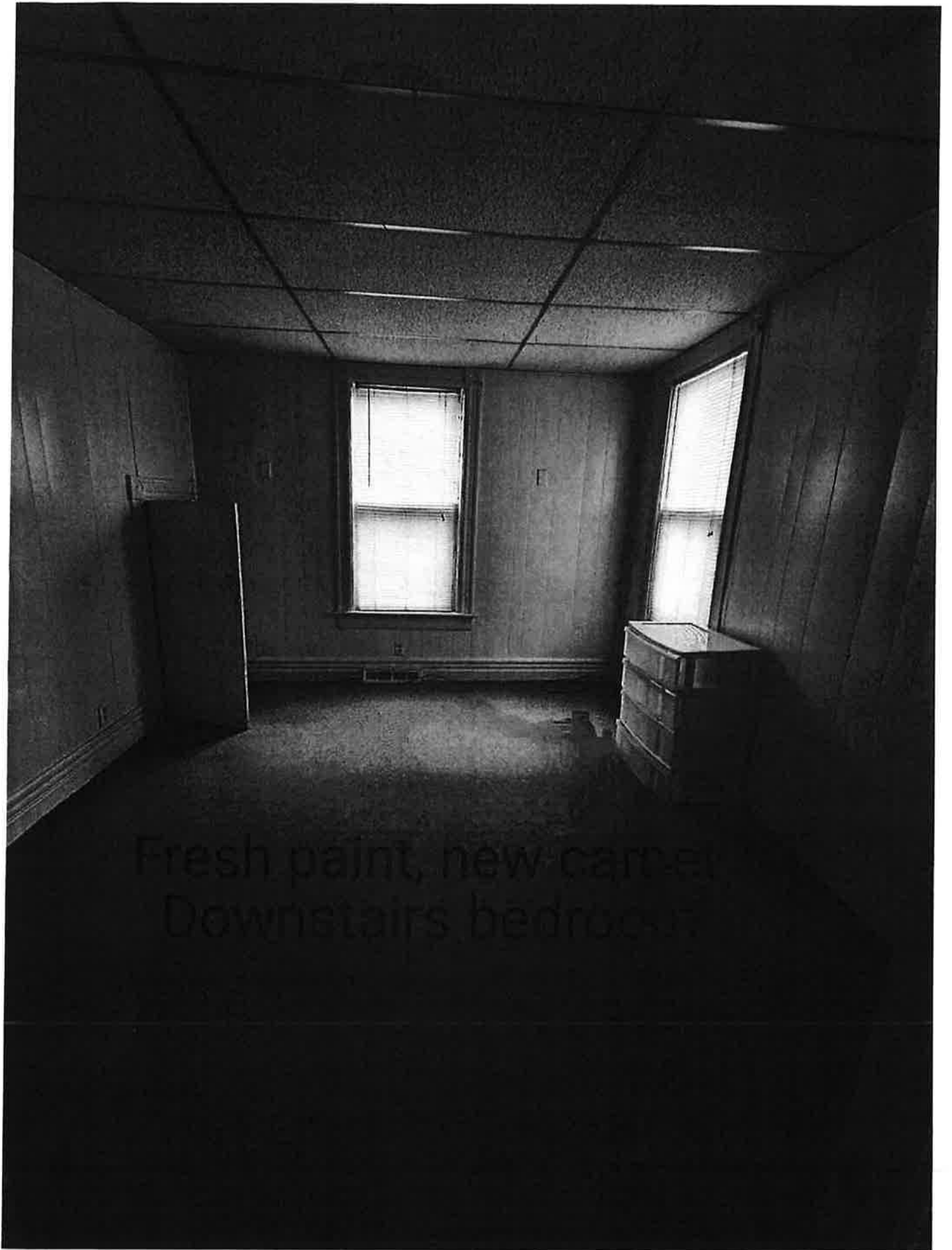




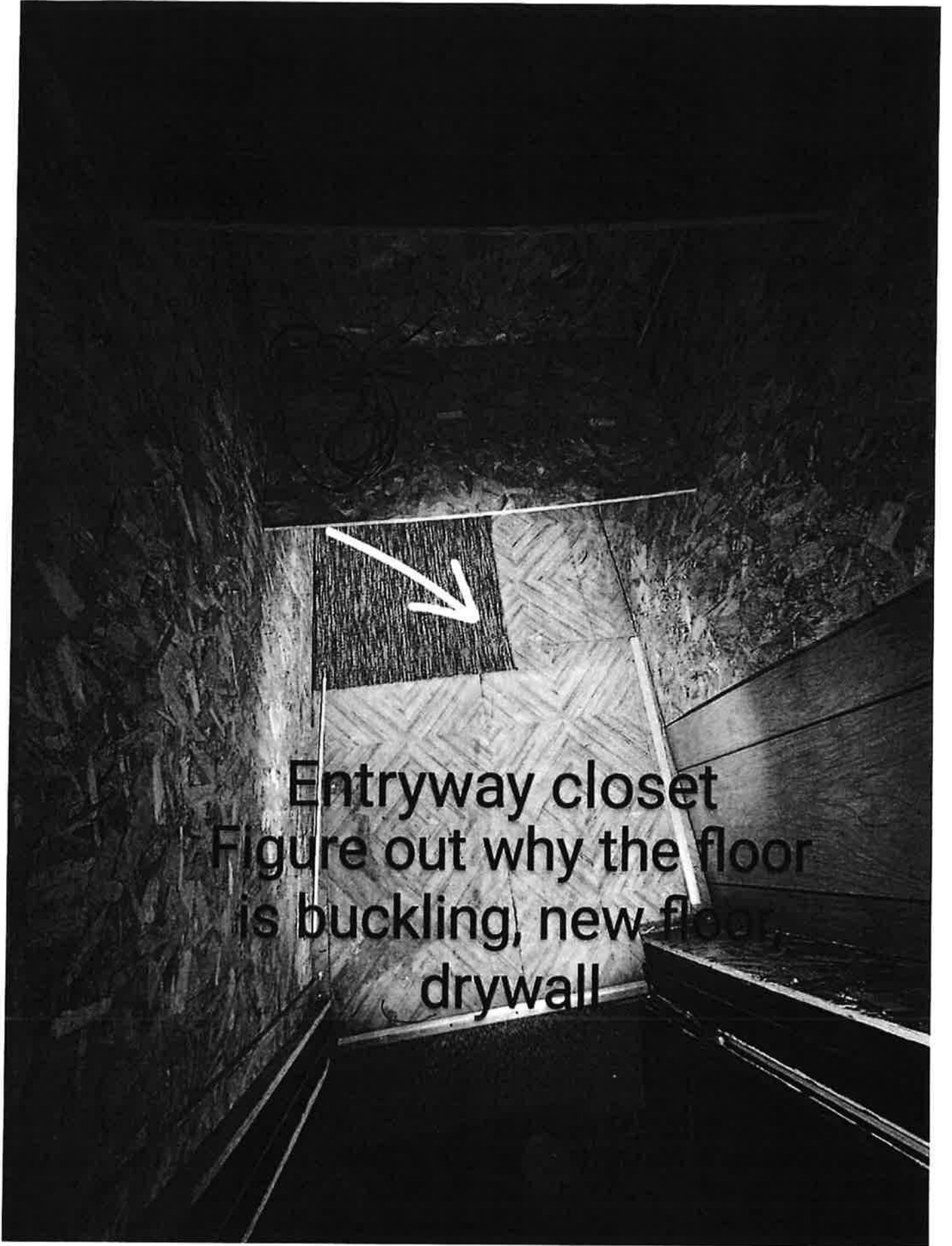
Downstairs living room
fresh paint, new carpet



Downstairs entryway
Fresh paint, new carpet,
revamp



Fresh paint, new carpet
Downstairs bedroom

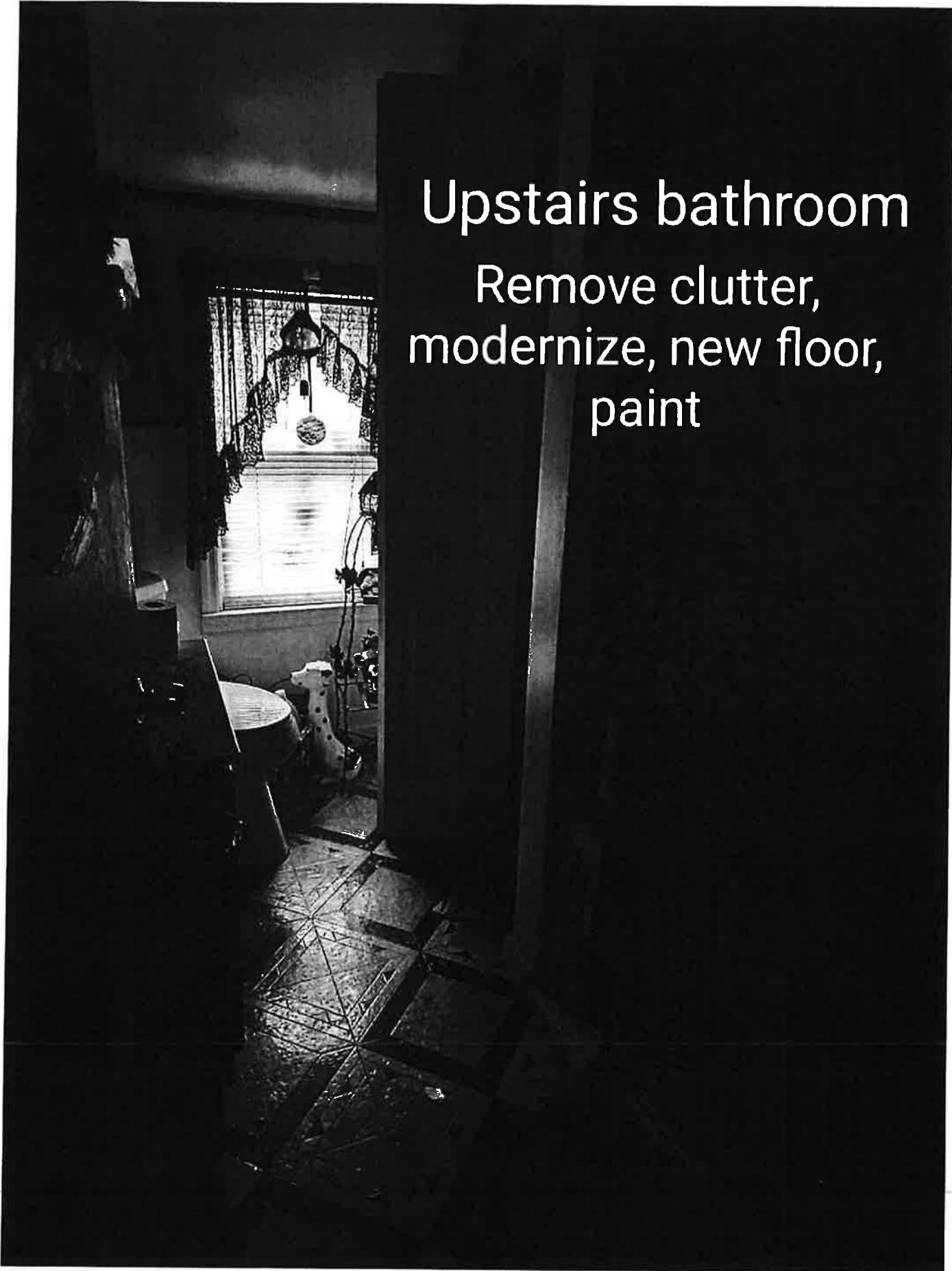


Entryway closet
Figure out why the floor
is buckling, new floor,
drywall

Upstairs bedroom

Remove clutter, paint,
new carpet

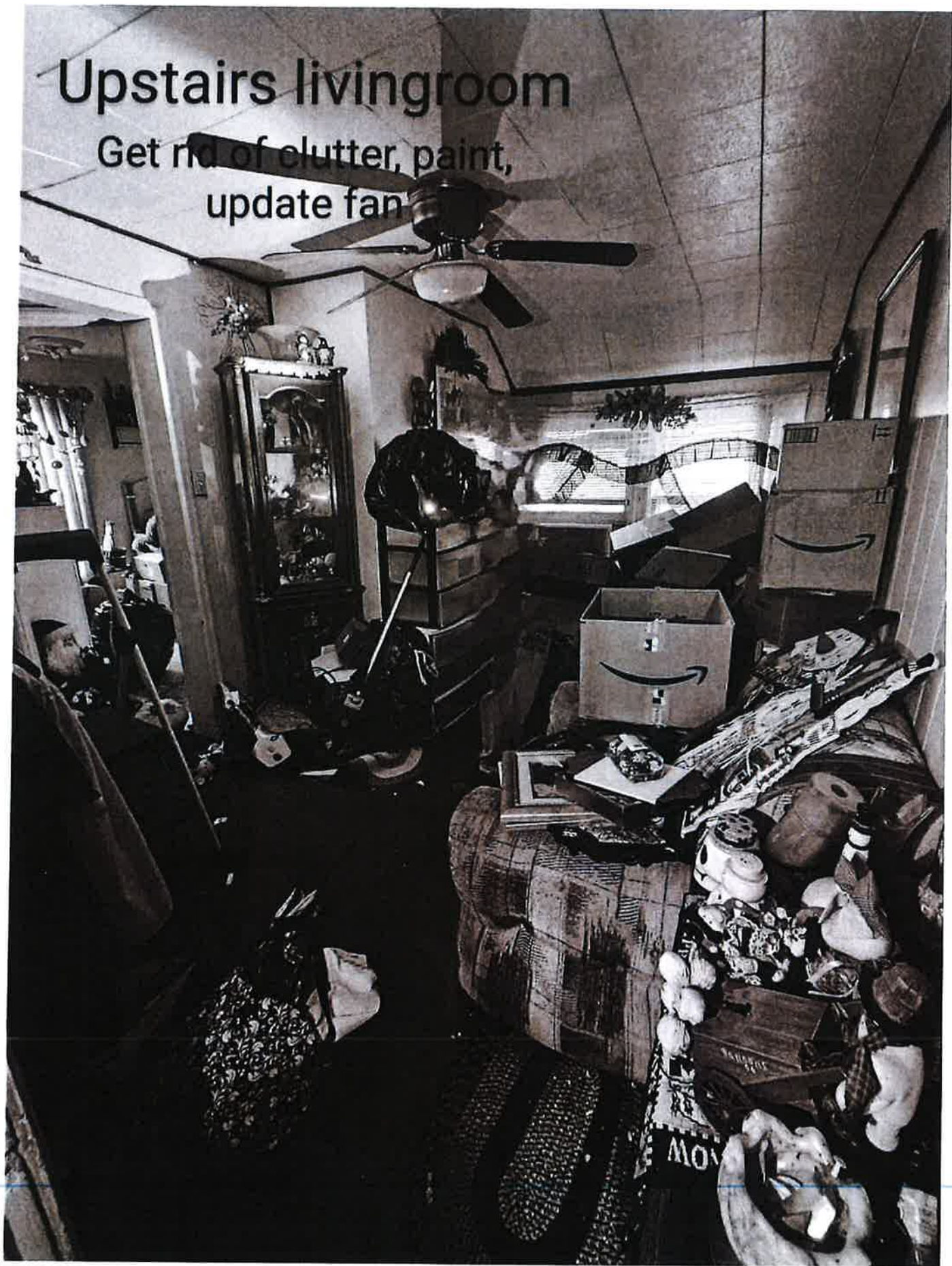




Upstairs bathroom
Remove clutter,
modernize, new floor,
paint

Upstairs livingroom

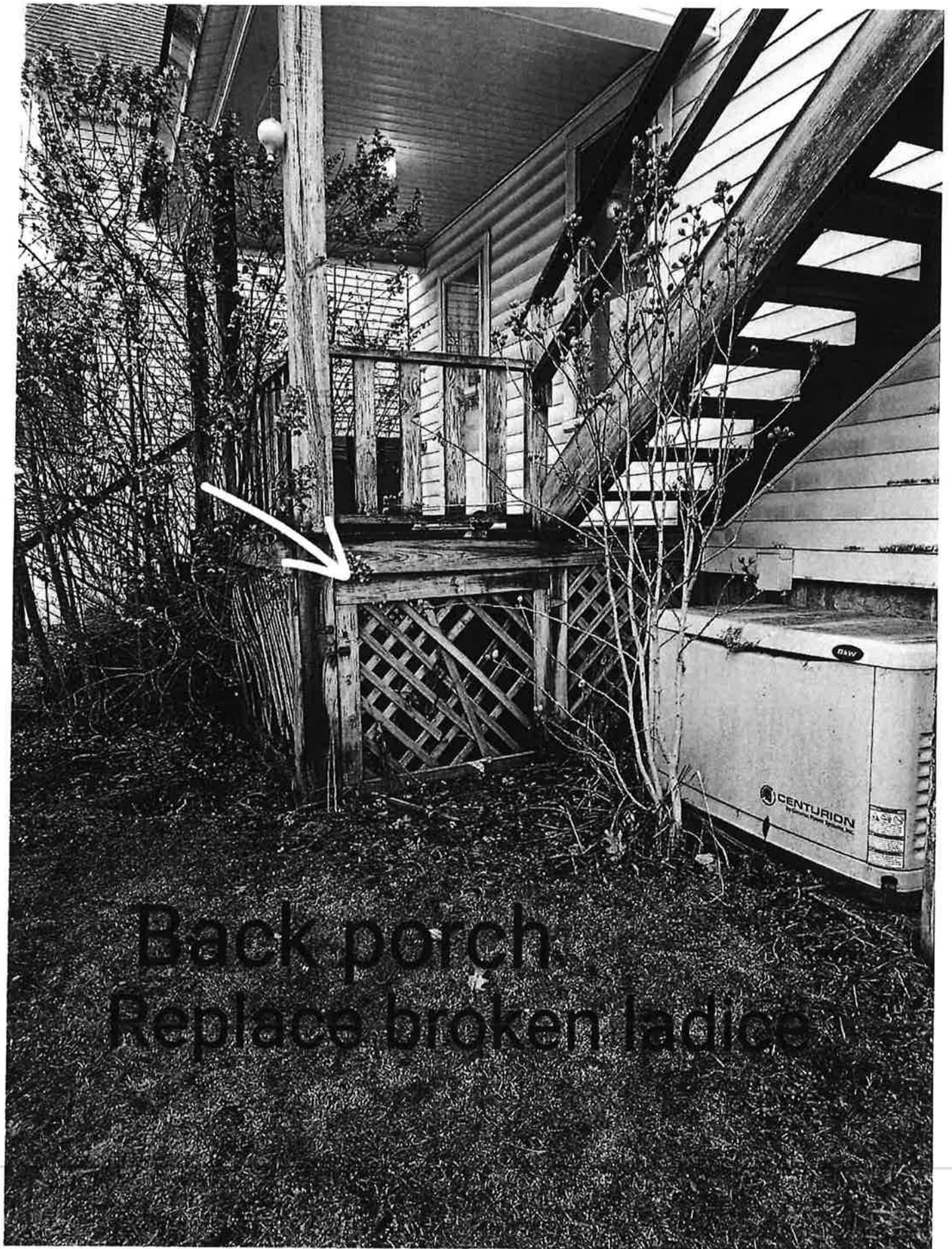
Get rid of clutter, paint,
update fan





Upstairs kitchen

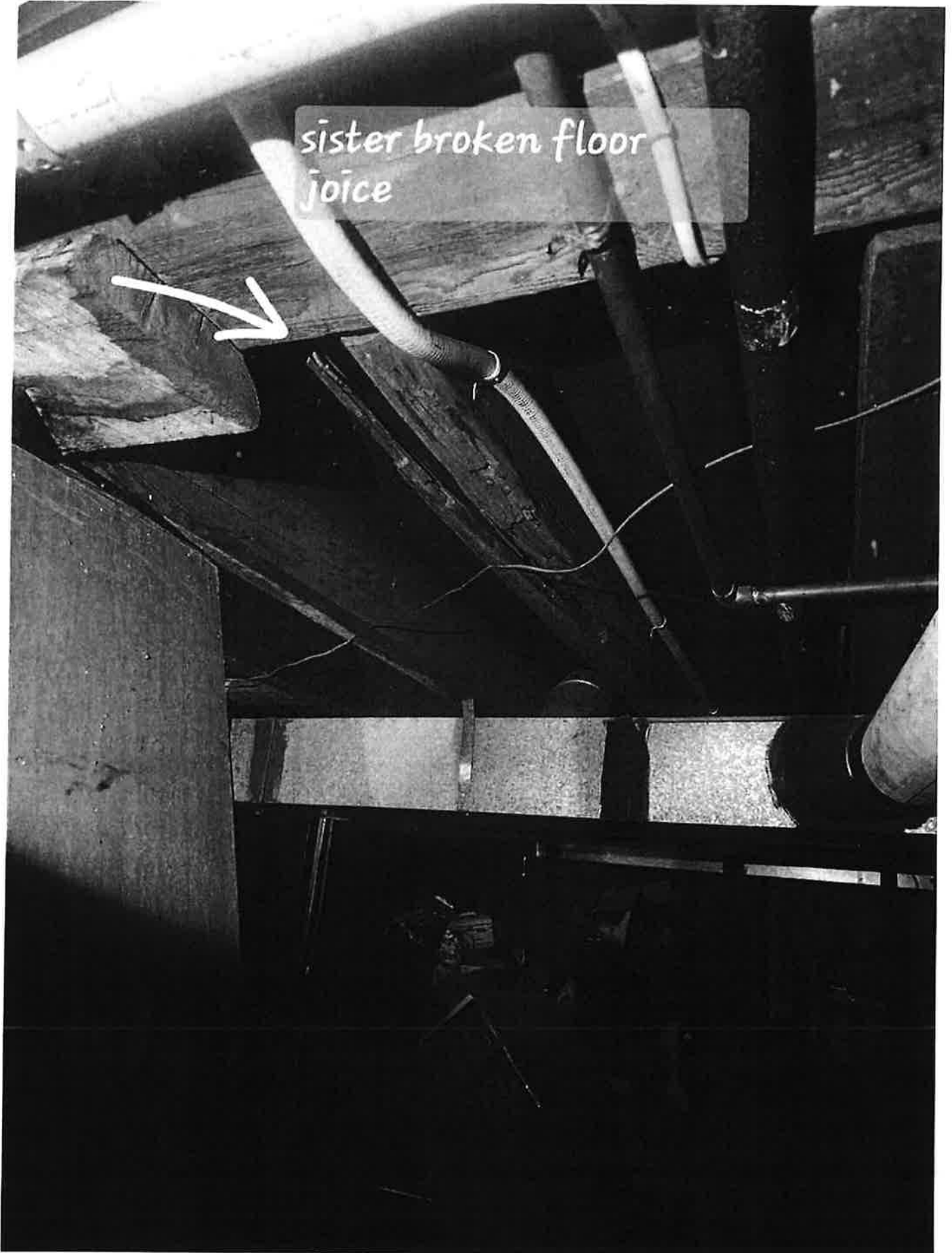
New paint, new floor,
new cabinets, remove
clutter

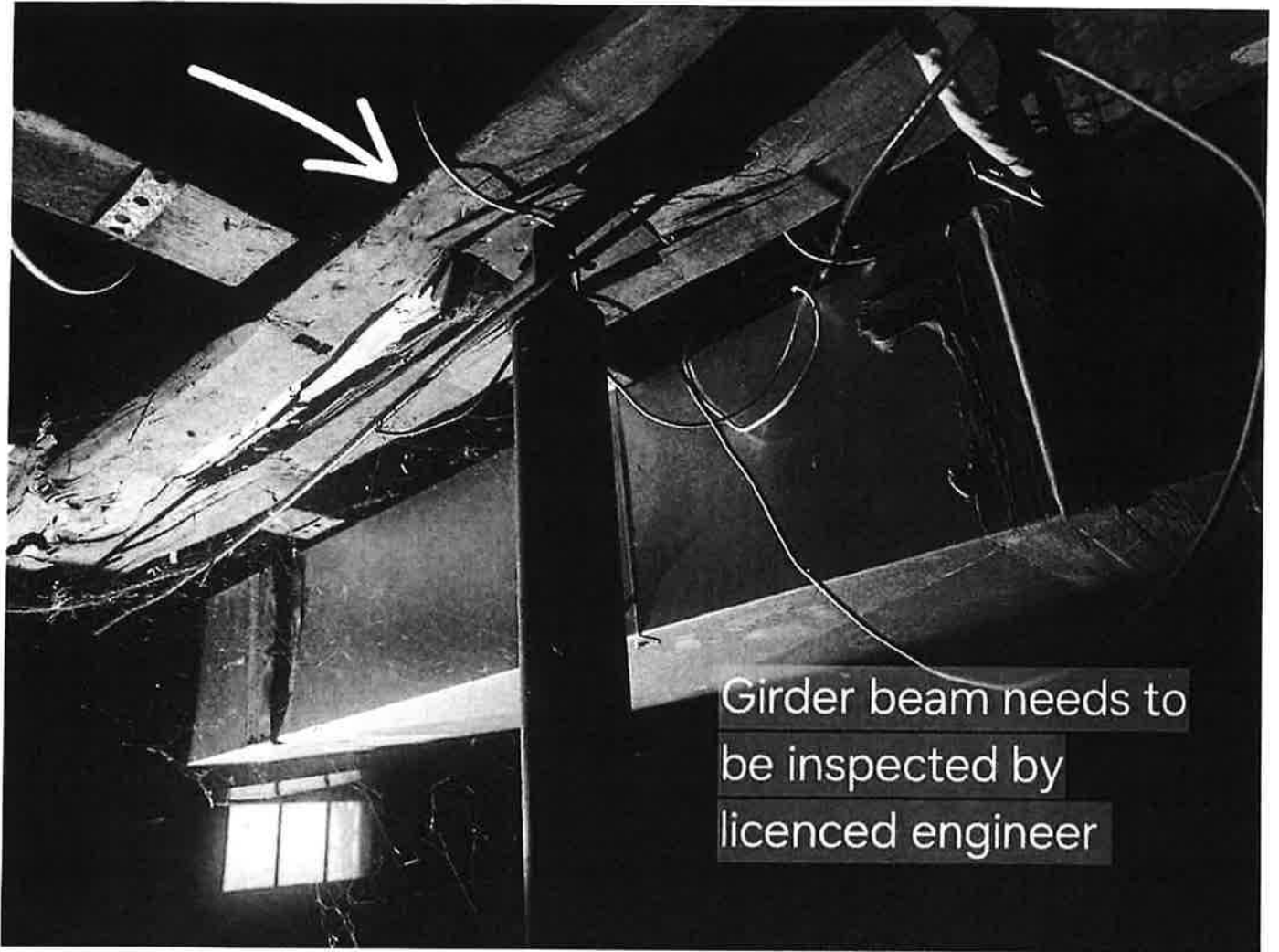


Back porch
Replace broken lattice

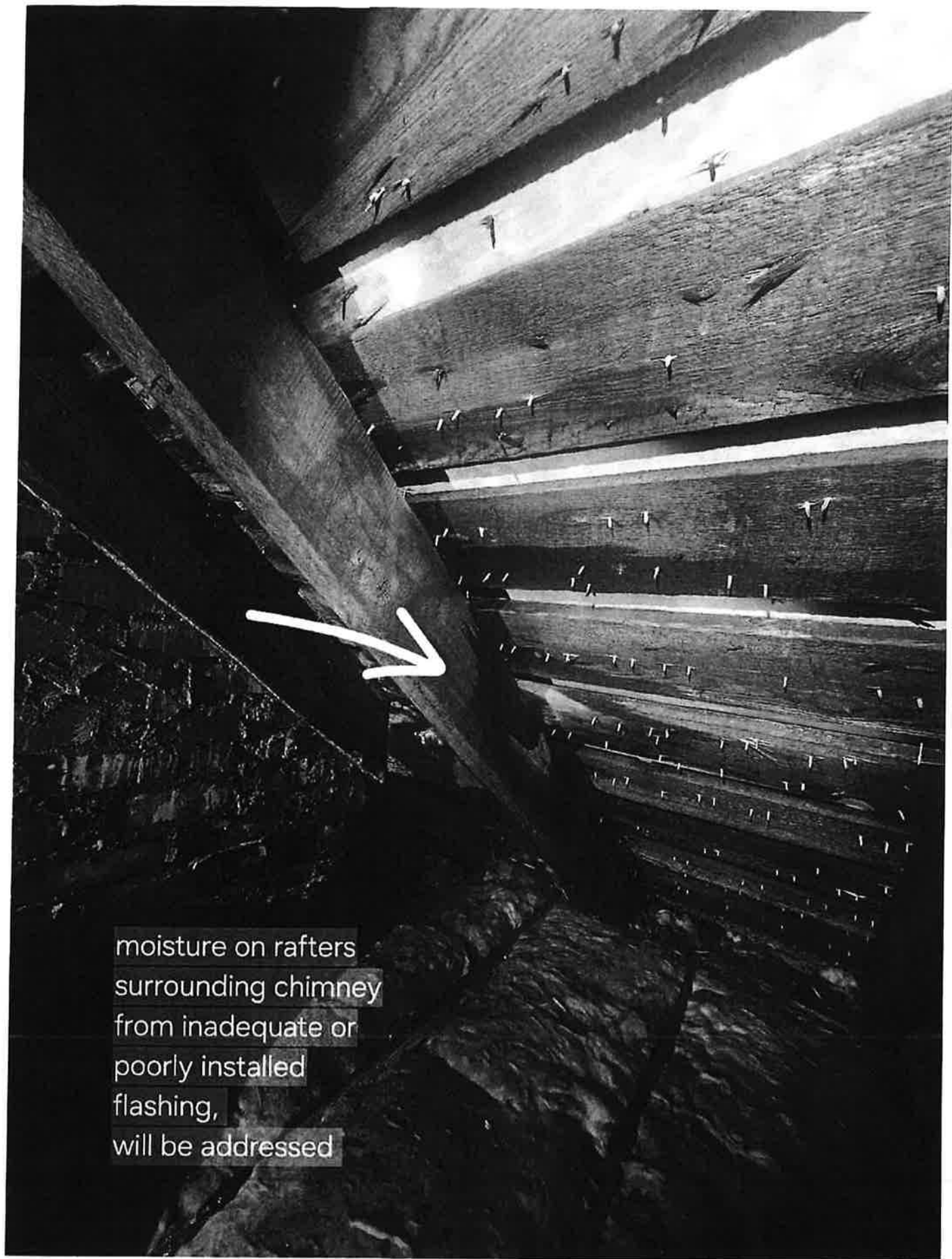


sister broken floor
joice





Girder beam needs to
be inspected by
licenced engineer



moisture on rafters
surrounding chimney
from inadequate or
poorly installed
flashing,
will be addressed



736 W. Liberty St.
Tax ID# 242.006-0003-092

Est. HERE, Garmin, INCREMENT P, Intermap, NGA, USGS, Source: Esti Maxar, Earthstar Geographics, IGN, and the
GIS User Community, Est. HERE, IPC



242.006-0003-092

301301 Rome NY

Active

R/S: 1

School: Rome School D

City Of Rome

Roll Year: 2025 Curr Yr

2 Family Res

Land AV: 2,500

736 W Liberty St

Land Size: 0.20 acres

Total AV: 7,500

Parcel 242.006-0003-092

- History
- Assessment
 - Exempt(s)
 - Spec Dist(s)
- Description
- Owner(s)
- Images
- Gis
- Site (1) Res
 - Land(s)
 - Bldg
 - Imprvmt(s)
 - Valuation
- Sale06/13/24
 - Notes
- Sale09/24/01
 - Site (1) Res
 - Land(s)
 - Bldg
 - Imprvmt(s)
 - Valuation

Owner | Tax Bill Mailing Address | 3rd Party Address | Bank

Total 1 Owners: To open, click the appropriate row (Right Click to Add)

| | | |
|--------------|---------------------|---------------|
| City Of Rome | Owner Type: Primary | Desig Status: |
|--------------|---------------------|---------------|

Last Name / Company: First Name: MI: Jr., Sr., etc:

Attention To / In Care Of: Additional Address:

Street No: Prefix Dir: Street / Rural Route: St Suffix: Post Dir: UnitName: Unit No:

Po Box No: City/Town: State: Zip Code:

Country: enter if not "USA" Bar Cd: Ownership: e.g. Life Use Owner Type:

Owner's Primary Residence