

May 16, 2014

VIA ELECTRONIC MAIL

Honorable Kathleen Burgess
Secretary, New York State Public Service Commission
Three Empire State Plaza
Albany, NY 12223-1350

RE: Niagara Mohawk Power Corporation d/b/a National Grid – Filing Regarding the Grant of a Permanent Easement Across Certain Real Property in the Town of DeWitt with an Original Cost of Less Than One Hundred Thousand Dollars Pursuant to PSL Section 70

Dear Secretary Burgess:

Enclosed please find for filing an Affidavit by Niagara Mohawk Power Corporation d/b/a National Grid (the “Company”) advising the Public Service Commission (“Commission”) of the Company’s plan to grant a non-exclusive permanent easement to Inficon, Inc. across a portion of an electric transmission line right-of-way corridor owned in fee by the Company, consisting of approximately 0.174 acres, located in the Town of DeWitt, County of Onondaga, State of New York (the “Easement”). Annexed to the Affidavit as Attachment “A” is the Easement Agreement governing the proposed grant of the Easement. Attachment “B” to the Affidavit provides the fair market assessed value for the Easement. Attachment “C” to the Affidavit provides the short Environmental Assessment Form. Lastly, Attachment “D” to the Affidavit provides the illustrative journal entries to illustrate how the Company will account for the gain on the proposed easement grant. This filing is submitted to the Commission pursuant to Section 70 of the Public Service Law (“PSL”) for property with an original cost of less than one hundred thousand dollars.

The original of the Affidavit will be transmitted via overnight mail. Please advise the undersigned of any further information the Commission may require in connection with this filing or if the Commission determines within ninety (90) days of the date of this filing that the public interest requires its review and written consent.

Thank you for your attention to this matter.

Respectfully submitted,
/s/ Janet M. Audunson
Janet M. Audunson, P.E., Esq.
Senior Counsel

Enc.

cc: Denise Gerbsch, DPS Staff, w/enclosures (via electronic mail)
Cathy Hughto-Delzer, w/enclosures (via electronic mail)
Celia Deluga, w/enclosures (via electronic mail)
Katie Greco, w/enclosures (via electronic mail)
James Zuccolotto, w/enclosures (via electronic mail)
Scott Graham, w/enclosures (via electronic mail)
Karen Kirkman, w/enclosures (via electronic mail)

AFFIDAVIT

STATE OF NEW YORK

)

SS:

COUNTY OF ONONDAGA

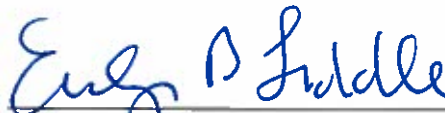
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Evelyn B. Liddle, being duly sworn, deposes and says that:

1. I am a Vice President for Niagara Mohawk Power Corporation d/b/a/ National Grid (the "Company").
2. This Affidavit is being submitted in support of the notice filing with the Commission pursuant to Section 70 of the Public Service Law for the proposed grant of a non-exclusive permanent easement consisting of approximately 1.741 acres (the "Easement") across an existing transmission line right-of-way ("ROW") corridor owned in fee by National Grid, known as tax map parcel SBL # 042.-01-11.1 and located southeast of the intersection of Technology Place and Fly Road in the Town of DeWitt, County of Onondaga, State of New York (the "Property"), to Inficon, Inc. having a place of business at Two Technology Place, East Syracuse, New York 13057 (the "Grantee") as described in the Easement Agreement entered into between the Company and the Grantee dated May 7, 2014. A copy of the Easement Agreement is annexed hereto as Attachment "A" and a survey map depicting the Easement to be granted can be found at Exhibit A within the Easement Agreement.
3. Tax map parcel SBL # 042.-01-11.1 consists of approximately 16.51 acres. Only an approximate 1.741 acres of this parcel is being reserved for the Easement to be granted by the Company (the "Book Acreage").
4. The Grantee has been located in the Syracuse area for forty-four years serving the emergency response, environmental health/safety, semiconductor, thin film coating for display, LED, life science, and HVAC markets. The Grantee employs a skilled workforce of 240 and has reached 95% production capacity in its current 140,000 sq. ft. building. The Grantee has plans to proceed with a 65,000 sq. ft. expansion of its facilities and the grant of the Easement by the Company will enable the re-routing of vehicular traffic and employee parking at the Grantee's facilities. The planned \$20 million investment is a regionally significant project that is expected to create forty new technical jobs.
5. I am fully familiar with all the facts and circumstances surrounding the Company's proposed grant of the Easement to the Grantee.
6. The Company's proposed grant of the Easement is made subject to the reservations of rights described in Article 3 of the Easement Agreement. The Company will retain the underlying fee title to the Property covered by the Easement, subject to the rights

and privileges transferred to the Grantee in the Easement Agreement. The Grantee is required to strictly adhere to the Company's *Conditions for Proposed Activities within Electric Transmission Line Rights-of-Way* appended as Exhibit B to the Easement Agreement.

7. Pursuant to Article 1 of the Easement Agreement, the agreed upon purchase price for the Easement is Eighteen Thousand One Hundred and 00/100 Dollars (\$18,100.00) (the "Purchase Price").
8. Based on the Company's records, the original cost of the Book Acreage is \$10,403.21.
9. In March 2014 the Grantee had an appraisal of the Property completed by a NYS-certified general appraiser. The appraisal report provided a fair market valuation for the Easement in the amount of \$18,100. The appraisal report is annexed hereto as Attachment "B."
10. Other than the reservation of certain easement rights as noted in Item 6 of this Affidavit and the Purchase Price set forth in Item 7 of this Affidavit, no further compensation is being paid to the Company in connection with the Easement.
11. The grant of the Easement will not prevent the Company from providing electric or gas service to its customers and in no way inhibit or impact the conduct of the Company's business.
12. A Short Environmental Assessment Form in accordance with the State Environmental Quality Review Act evaluating the potential impacts associated with the proposed grant of the Easement is annexed hereto as Attachment "C."
13. Journal entries to illustrate how the Company will account for the proceeds from the grant of the Easement are annexed hereto as Attachment "D."


Evelyn B. Liddle

Sworn to before me this
15 day of May, 2014


Notary Public
DENA TABROS
Notary Public, State of New York
No. 01TA6231573
Qualified in Queens County
Commission Expires November 29, 2014

ATTACHMENT A

EASEMENT AGREEMENT

This sets forth an Easement Agreement (this "Agreement"), made as of the 7th day of May, 2014, by and between NIAGARA MOHAWK POWER CORPORATION, a corporation organized and existing under the laws of the State of New York, having an office at 300 Erie Boulevard West, Syracuse, New York 13202 ("Grantor"), and INFICON, Inc., a corporation organized and existing under the laws of the State of Delaware, having an office at Two Technology Place, East Syracuse, New York 13057 ("Grantee").

WHEREAS, Grantor is the holder of the fee simple title to a certain parcel of land located in the Town of DeWitt, County of Onondaga, State of New York, which parcel of land was acquired in part by a deed recorded in the Onondaga County Clerk's office in Book of Deeds 2367, at Page 504 (the "Grantor's Property"); and

WHEREAS, Grantee is the holder of the fee simple title to certain parcels of land located adjacent to the Grantor's Property in the Town of DeWitt, County of Onondaga, State of New York, which parcels of land are more particularly described in a deed from Onondaga County Industrial Development Agency, to Grantee, dated September 11, 1991 recorded in the Onondaga County Clerk's office in Book of Deeds 3732, at Page 304 and in a deed from MKF Real Estate Company to Grantee, dated January 16, 1986 recorded in the Onondaga County Clerk's office in Book of Deeds 3232, at Page 132 (collectively the "Grantee's Property").

WHEREAS, Grantee has requested that Grantor grant Grantee a permanent easement on, over and under a portion of the Grantor's Property described and shown as the Proposed Easement on Exhibit A annexed to this Agreement (the "Permanent Easement Area") for vehicular and pedestrian traffic and for the purpose of keeping and maintaining storm drainage, underground utilities for water and electricity, for the construction of a parking area, roadway, and a pedestrian walkway (collectively the "Improvements") as shown on the Final Plans and Specifications, defined below, for the appurtenant benefit of the Grantee's Property.

WHEREAS, Grantor is willing to grant Grantee such an easement, subject to the terms of this Agreement; and

WHEREAS, Grantor and Grantee mutually desire to agree upon and set forth their respective rights and obligations with respect to the Permanent Easement Area and hereby execute and deliver this Agreement for that purpose.

NOW, THEREFORE, for good and valuable consideration, Grantor hereby grants to Grantee a permanent easement, upon and subject to the terms and provisions contained herein.

1. Monetary Consideration.

Grantee agrees to pay Grantor eighteen thousand one hundred and No/100 Dollars (\$18,100.00) in consideration of Grantor's grant of the permanent easement within 60 days of the receipt of both the New York State Public Service Commission's ("PSC") approval to proceed

and the delivery of the executed Agreement to the Grantee. The PSC approval process is further explained below in Section 12.

2. Grant of Easement.

Grantor hereby grants to Grantee a permanent non-exclusive easement (the "Easement") on, over and under the Permanent Easement Area for the purposes of (i) vehicular and pedestrian traffic, (ii) keeping and maintaining storm drainage, underground utilities for water and electricity, and (iii) constructing, reconstructing, operating, repairing and maintaining the Improvements to be used by Grantee, Grantee's employees, guests and invitees for the appurtenant benefit of the Grantee's Property, and no other properties (the "Permitted Uses"). Grantee agrees that such Permitted Uses will comply fully with and adhere to (i) the terms and conditions contained in this Agreement and (ii) National Grid's Conditions for Proposed Activities within Electric Transmission Line Rights-of-Way, attached hereto and incorporated herein as Exhibit B; provided however that if there is any conflict between the terms in this Agreement and those in Exhibit B, the terms of this Agreement shall control.

3. Grant Subordinate To Prior Rights.

The rights described above are granted upon and subject to the conditions and covenants set forth herein, each and all of which Grantee shall keep and perform. Grantee's rights granted in the Agreement are and shall be further subject to the following:

A. This Agreement is subject to all encumbrances of whatever kind or nature of record to the extent the same are in force and applicable against Grantor's Property and the Permanent Easement Area or any portion or portions thereof.

B. The paramount right of Grantor now and hereafter to occupy and use all or any portion or portions of the Permanent Easement Area, provided however, that any such future occupancy or use shall not unreasonably interfere with the rights conferred herein. Grantee acknowledges that Grantor may, at some point in the future, need to permanently occupy up to 10% of the parking spaces that are shown on the Permanent Easement Area of the Final Plans and Specifications, for the purposes of operating, repairing, maintaining, replacing, removing, constructing, and/ or reconstructing any of its existing or future facilities and such permanent occupancy of said spaces shall not be considered an unreasonable interference. Grantor agrees that any new overhead lines will be of sufficient vertical height to avoid interference with the truck traffic patterns and the loading and unloading within the dock bays as shown on the Final Plans and Specifications. Grantee shall ensure that the Improvements design allows Grantor unlimited access to Grantor's Property and any and all of its facilities located thereon or thereunder, including, without limitation, access to any underground facilities. Further, Grantee covenants and agrees with Grantor that neither Grantor, nor any agent or employee of Grantor or its affiliates, shall be liable for any damage to the Improvements occasioned during the operation, repair, maintenance, replacement, removal, construction or reconstruction of any of Grantor's facilities or structures or the exercise of any other rights reserved herein, unless caused by Grantor's negligence or willful misconduct.

C. The right of Grantor from time to time hereafter to grant to others or to authorize the occupancy or use by others of any portion or portions of the Permanent Easement Area for only such purpose or purposes permitted by Grantor, provided however, that any such future grant or authorization shall not unreasonably interfere with the rights conferred herein.

4. Disclaimer of Warranty.

The rights described above are granted without covenant or warranty of any kind whether express or implied. Grantor does not warrant the fitness or suitability of the Permanent Easement Area for any purpose(s). Grantee accepts the condition of the Permanent Easement Area "as is, where is," with all faults and hazards. Grantee's exercise of the rights granted hereunder shall be and remain at its sole and absolute risk.

5. Interference with Grantor's Facilities.

A. Grantee shall construct and shall thereafter maintain, operate, repair, and/or remove the Improvements so as not to injure or damage the Grantor's Property or any fixtures, facilities or improvements located thereon, or otherwise interfere with said property or improvements. Grantor's approval of the Final Plans and Specifications, as defined herein, shall be deemed an acknowledgment by Grantor that the initial construction of the Improvements will not violate the terms of this paragraph, so long as the Improvements are built strictly in accordance with the approved Final Plans and Specifications.

B. Grantee shall not block or impede access to or along the Grantor's Property.

C. Grantee shall not load or unload any vehicles, equipment or machinery anywhere within the Permanent Easement Area, except such loading and unloading shall be permitted at the dock bays as shown on the Final Plans and Specifications.

D. Grantee may not park or store vehicles of any kind overnight within the Permanent Easement Area including, but not limited to, automobiles, trucks, or trailers; provided however, that a vehicle used by an employee may remain in the Permanent Easement Area at all times provided such employee is present at Grantee's facility.

6. Insurance Requirements.

Grantee shall comply with the Insurance Requirements set forth in the attached Exhibit C, incorporated herein by reference and made a part hereof. Grantee agrees that Grantor shall have no obligation to insure the Improvements.

7. Indemnification.

A. To the fullest extent permitted by law, Grantee and its successors and/or assigns, shall defend with counsel reasonably satisfactory to Grantor and pay, protect, indemnify and save harmless Grantor from and against any and all liabilities, damages, costs, expenses (including any and all reasonable attorney's fees and expenses of Grantor), causes of action, suits, claims, demands or judgments of any nature whatsoever arising from the exercise by Grantee of its rights or performance of its obligations under this Agreement, including (i) any work, act or omission to act done in or on the Permanent Easement Area or any part thereof, by or on behalf of Grantee or any person claiming under Grantee, or the employees, agents, tenants, contractors, licensees or invitees of Grantee or any such person, (ii) injury to, or the death of, persons or damage to property or the environment arising out of or connected with the construction, use, non-use, condition, possession, operation, maintenance, management, occupation, and repair of the Improvements or the Permanent Easement Area by or on behalf of Grantee or any person claiming under Grantee or the employees, agents, tenants, contractors, licensees or invitees of Grantee or any such person, or resulting from the condition of the Improvements; or (iii) violation by Grantee or its agents, employees, licensees, servants, contractors or invitees of (a) any agreement or condition of this Agreement or (b) any applicable federal, state or local statutes, laws, regulations or other requirements affecting the Permanent Easement Area or the ownership of the rights and easements granted under this Agreement and/or the occupancy or use of the Permanent Easement Area. The foregoing indemnification shall not include injury or damage to the extent arising out of the negligence, gross negligence, reckless, malicious or intentional misconduct of Grantor or its agents, employees or contractors. This indemnification section shall survive the termination and/or cancellation of this Agreement.

B. Grantee specifically agrees to indemnify Grantor against any claim which may be made pursuant to the federal Comprehensive Environmental Response Compensation and Liability Act of 1980, and any subsequent amendments thereto, caused by Grantee on or near the Grantor's Property and/or the Permanent Easement Area or in any way connected with either of the foregoing. This indemnification also applies to any claims resulting from Grantee's violation of any state laws or regulations pertaining to releases or spills of toxic and/or hazardous substances to the environment, and subsequent amendments thereto.

C. Grantee shall take prompt action to defend and indemnify Grantor against claims, actual or threatened, arising under Paragraph 7A., but in no event later than notice by Grantor to Grantee of the service of a notice, summons, complaint, petition or other service of a process against Grantor alleging damage, injury, liability, or expenses attributed in any way to this Agreement, including but not limited to the acts, fault, negligence, equipment, materials, properties, facilities, personnel, or property of the Grantee, its agents, employees, sub-contractors or suppliers. Grantee shall defend any such claim or threatened claim, including as applicable, engagement of legal counsel, to respond to, defend, settle, or compromise any claim or threatened claim.

Furthermore, Grantee understands and agrees it is responsible for any and all costs and expenses incurred by Grantor to enforce this indemnification provision.

The obligations set forth in this section shall survive completion of the work contemplated under this Agreement and the termination or expiration of this Agreement.

8. Compliance with Law.

A. Grantee shall, at its own sole cost and expense, comply with all applicable laws, ordinances, orders, rules and regulations of the United States, of the State of New York, of any departments, bureaus, authorities or commissions created under the laws of either government, and of the county and/or municipality (or municipalities) in which the Permanent Easement Area is situated insofar as the same relate to the exercise of any privilege or the performance of any duty under this Agreement. If there is to be any excavating whatsoever on, upon, under, or across the Grantor's Property, Grantee must comply with the Rules and Regulations of the State of New York, 16 NYCRR Part 753 (commonly referred to as "Code Rule 753" and formerly known as Industrial Code Rule No. 53) and Code Rule 57 of the New York State Labor Law (also known as Industrial Code Rule No. 57) and take any and all reasonable measures to protect and secure the worksite from entry by the general public.

B. Grantor authorizes Grantee to obtain all necessary permits, in connection with the use, operation, repair, maintenance or replacement of the Improvements on or within the Permanent Easement Area, provided that Grantor shall not be responsible for satisfying any permit conditions or for the payment of any costs or expenses associated with any such permit or permit condition.

9. Maintenance, Repair and Replacement.

Grantee, at its sole cost and expense, shall maintain, repair and replace the Improvements and Permanent Easement Area and shall keep the Improvements and Permanent Easement Area free of any debris, trash, rubbish or other obstructions. Grantor is under no obligation to Grantee to restore, repair, maintain, or secure or make serviceable for passage any portion of Grantor's Property (including the Permanent Easement Area) including, without limitation, the removal of accumulated debris or water, ice and snow.

10. Plans and Specifications for the Improvements.

The design and construction of the Improvements shall be at the sole cost and expense of Grantee pursuant to plans and specifications prepared by or on behalf of Grantee, and which have been reviewed and accepted, in advance and in writing, by Grantor. Grantee shall submit such plans and specifications to Grantor for its review and shall make any modifications which Grantor may request or require in order to accept the same and/or which may be necessary to satisfy the terms and provisions of this Agreement and Grantor agrees to review and comment on submitted plans and specifications within thirty (30) days of submission. In the event that said plans and specifications, as they may be so modified, are accepted by Grantor (the "Final Plans and Specifications"), the names and other identifying information of the Final Plans and Specifications shall be specified in writing, and the Improvements shall be constructed in strict accordance therewith. Any further modifications to the Final Plans and Specifications shall

require Grantor's prior written review and acceptance, which acceptance shall not be unreasonably withheld or delayed, but may be reasonably conditioned. Any changes or modifications to the Final Plans and Specifications shall be submitted for review to: Niagara Mohawk Power Corporation, Attn: Real Estate - Manager, 300 Erie Blvd, D-Mezz, Syracuse, New York 13202 and comments provided no later than thirty (30) days after submission. Within sixty (60) days following completion of installation of the Improvements, the Grantee agrees to deliver to Grantor an "as built" plan prepared by a registered professional engineer indicating the exact location of the Improvements and all final grades within the Permanent Easement Area and certifying that the Improvements have been located in strict compliance with the approved Plans and Specifications.

11. Reimbursement of Taxes

Grantee shall bear, pay and discharge all real property taxes levied, assessed or accruing upon the Grantor's Property because of Grantee's Improvements on the Permanent Easement Area ("Real Property Tax"). Such Real Property Tax shall be paid, discharged or cancelled not more than thirty (30) days after the same shall become a lien, and if Grantee shall fail to pay, discharge or cancel any such tax, assessment or public charge within thirty (30) days after the same shall become a lien, Grantor may, at its option, pay and satisfy the same and any amount so paid, together with all penalties in connection therewith, together with interest from date of payment, shall be repaid to Grantor by Grantee upon thirty (30) days.

12. Approvals.

- A. The parties hereby acknowledge and agree that this Agreement and any amendments thereto shall not become effective unless and until all applicable prior approvals by the PSC pursuant to Section 70 of the New York Public Service Law have been obtained, including the rate and regulatory treatment of all amounts arising from this Agreement, satisfactory to Grantor in its sole and absolute discretion. In the event that such PSC approval is required, and the PSC determines that it will not grant such approval, this Agreement shall immediately and automatically terminate and, in such event, the parties shall have no further obligations hereunder, except as to those obligations that expressly survive such termination. In the event that the PSC issues an order approving this Agreement, but Grantor determines in its sole discretion and exclusive judgment that the stated conditions of approval in, or other aspects of, such order are not satisfactory, Grantor may terminate this Agreement by providing written notice to Grantee within fifteen (15) days following the issuance of such order, whereupon this Agreement shall immediately and automatically be deemed terminated, and in such event, the parties shall have no further obligations hereunder, except to those obligations that expressly survive such termination. Notwithstanding anything to the contrary herein, Grantee acknowledges and agrees that, in either event, Grantor shall not be obligated to indemnify or reimburse Grantee for any costs incurred by Grantee under this Agreement, it being understood by Grantee that any and all expenditures shall be made at its sole and exclusive risk.

- B. Subject to the Grantor Approval Conditions (as defined below), Grantor has the full power, right and authority to enter into this Agreement. The "Grantor Approval Conditions" shall include: (i) Grantor's receipt and acceptance of any governmental and/or regulatory approvals, including Section 70 of the New York Public Service Law as stated above, on terms and conditions which are acceptable to Grantor in its sole discretion as are required for the grant of the easement; and (ii) senior management approval of this Agreement to consummate the grant of the permanent easement as contemplated hereby, which shall be granted or denied at the same time that the Grantor determines whether the conditions set forth in the PSC approval are acceptable to Grantor in Grantor's sole discretion as provided in A, above.

13. Environmental.

Grantee shall not store, mix or load any petroleum products, pesticides, or chemicals labeled toxic on Grantor's Property or the Permanent Easement Area and shall conduct all activities in a manner that will prevent a release of said materials to the environment. In the event of a release of oil/hazardous materials to the environment, Grantee shall be responsible for making all required notifications to regulatory agencies in the required time frame and to ensure that the release is properly responded to, including the cleanup and disposal of waste materials. If Grantee does not respond appropriately, Grantor reserves the right to assume response actions and recover the costs incurred from Grantee.

14. Successors, Assigns and Duration.

The terms and provisions of this Agreement shall be permanently appurtenant to Grantee's Property, shall run with the land and shall be binding upon and inure to the benefit of Grantor and Grantee, their respective successors and assigns and any future owner of an interest in Grantor's Property or Grantee's Property.

15. Contractors and Agents.

Subject to the terms and conditions of this Agreement, Grantee may exercise any of its rights under this Agreement through contractors or other agents designated by Grantee.

16. No Waiver; Entire Agreement.

No provision of this Agreement shall be deemed to have been waived by Grantor unless such waiver is in writing signed by Grantor. This Agreement contains the entire agreement between the parties and any executory agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part unless such executory agreement is in writing and signed by Grantor.

17. Filing Agreement of Record.

Grantor and Grantee agree that this Agreement will be filed with the Onondaga County Clerk's Office at Grantee's expense and Grantee will be responsible for paying any and all transfer taxes associated with this Agreement. Grantor and Grantee each agree to execute this Agreement and any other document necessary to cause this Agreement to be so filed.

18. Miscellaneous.

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute a single, fully executed Agreement. This Agreement shall be governed by the laws of the State of New York without giving effect to provisions thereof relating to conflicts of law. The judicial venue for any disputes arising under this Agreement shall be in the courts of the State of New York located in the Third or Fourth Departments, or if federal court, the United States District Court for the Northern District of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed by their proper officers thereunto duly authorized as of the day and year first above written.

NIAGARA MOHAWK POWER CORPORATION

By: [Signature]

Name: Patrick Burns

Title: Authorized Representative

Date: 5/2/14

Acknowledgement for Niagara Mohawk Power Corporation

STATE OF Massachusetts)
) SS.:
COUNTY OF Middlesex)

On the 12 day of May in the year 2014 before me, the undersigned, personally appeared Patrick Burns, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public



INFICON, Inc.

By: Stephen Chabot

Name: Stephen Chabot

Title: Vice President Operations

Date: 7 May 2014

Acknowledgement for INFICON, Inc.

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

On the 7th day of May in the year 2014 before me, the undersigned, personally appeared Stephen Chabot, 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.

Beverly M. Restani
Notary Public

BEVERLY M. RESTANI
Notary Public, State of New York
Qual. in Onon. Co. No. 01RE4511910
My Commission Expires March 30, 2015

EXHIBIT A

Description and Map



EASEMENT DESCRIPTION

All that tract or parcel of land situate in the Town of Dewitt, County of Onondaga, State of New York, being part of Military Lot 32, being more particularly described as follows:

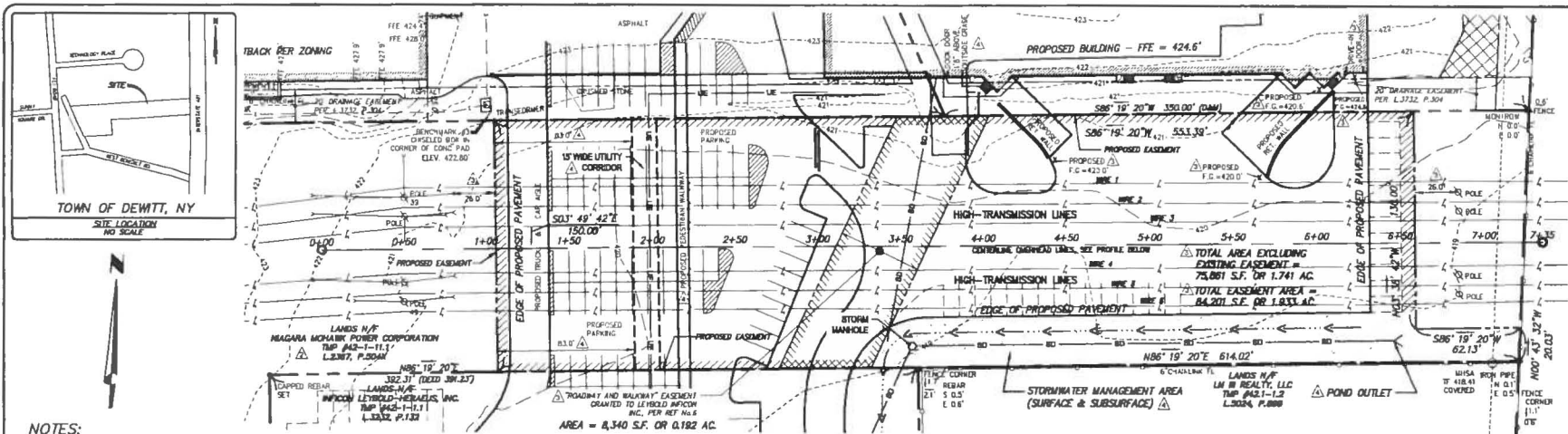
BEGINNING at a southeasterly corner of property now or formerly of the Niagara Mohawk Power Corporation recorded in the Onondaga County Clerk's Office (O.C.C.O.) in liber 2367 of deeds, page 504X, and being witnessed by an Iron Pipe found 0.1 feet north and 0.5 feet east;

1. Thence, North 00°-43'-32" West, in the said easterly line of property now or formerly of the Niagara Mohawk Power Corporation a distance of 20.03 feet;
2. Thence, South 86°-19'-20" West, in property now or formerly of Niagara Mohawk Power Corporation, a distance of 62.13 feet;
3. Thence, North 03°-38'-42" West, continuing through said Niagara Mohawk Power Corporation property to a point in the north line of aforesaid property, a distance of 130.00 feet;
4. Thence, South 86°-19'-20" West, in the north line of aforesaid Niagara Mohawk Power Corporation property, a distance of 553.39 feet;
5. Thence, South 03°-49'-42" East, through property now or formerly of Niagara Mohawk Power Corporation, to a point in a south line of aforesaid property, a distance of 150.00 feet;
6. Thence, North 86°-19'-20" East, in said south line of aforesaid property, a distance of 614.02 feet to the POINT OF BEGINNING.

Containing 84,201 square feet, (1.933 ± acres)

Intending to describe an easement as shown on a survey map titled "National Grid Property Usage Plan and Profile, Prepared for Inficon" prepared by CHA project No. 25753.

V:\Projects\ANY\K3\25753\Data\Other\25753 NG Easement.Docm



NOTES:

1. BASE MAPPING PREPARED BY CHA FROM AN APRIL 2013 FIELD SURVEY (ROCH. FB 152, P. 48). NATIONAL GRID OVERHEAD WIRES LOCATED 5/30/13 (ROCH. FB 152, PG. 61) 75' AND SUN AT TIME OF SURVEY.
2. NORTH ORIENTATION AND CONTOURS ARE BASED ON GPS ESTABLISHED AT THE TIME OF THE SURVEY. REFERENCED TO NAD 83 (2011), NYS-CENTRAL (US FEET) AND NAD80 (US FEET) USING NYS DOT RTN SYSTEM.
3. UNDERGROUND UTILITIES ARE SHOWN FROM FIELD LOCATION IF POSSIBLE. OTHERS ARE SHOWN FROM RECORD DATA. THEIR EXACT LOCATION MAY DIFFER FROM THAT AS SHOWN AND OTHERS MAY EXIST.
4. THIS SURVEY MADE WITHOUT THE BENEFIT OF AN UPDATED ABSTRACT.
5. SUBJECT TO ANY RIGHTS, EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD.
6. RECORD INFORMATION FOR "NIMO" PROPERTY INDICATES BENEDICT ROAD IS 48.5 FEET WIDE (3 ROADS).
7. DEED GRANTED TO INFICON LEYBOLD-HERAEUS, INC. (L.3232, P.132) INDICATES BENEDICT ROAD IS 66 FEET WIDE (4 ROADS).

REFERENCES:

1. NEW YORK STATE APPROPRIATION MAP No. 212, PARCEL No. 317.
1. NEW YORK STATE APPROPRIATION MAP No. 211, PARCEL No. 315.
2. NEW YORK STATE APPROPRIATION MAP No. 253, PARCEL No. 374.
3. NEW YORK STATE APPROPRIATION MAP No. 216, PARCEL No. 323.
4. A SITE PLAN PROVIDED BY THE CLIENT.
5. A SITE PLAN PROVIDED BY THE CLIENT ENTITLED "CONTROLLED SITE PLAN" BY EDR, P.C., LAST DATED MARCH 25, 1990, FILE No. 218381.
6. A SITE PLAN ENTITLED "FLY ROAD SUBSTATION" PROVIDED BY NATIONAL GRID, LAST REVISED DECEMBER 1, 1971.
7. BOUNDARY AND TOPOGRAPHIC SURVEY PLANS PREPARED BY CHA, PROJECT 25753.
8. A CONCEPTUAL SITE PLAN ENTITLED "FACILITY RENOVATION AND NEW ADDITION" PLAN PROVIDED BY THE CLIENT, LAST REVISED FEBRUARY 26, 2014.
9. DEEDS LISTED HEREON.

CERTIFIED TO:

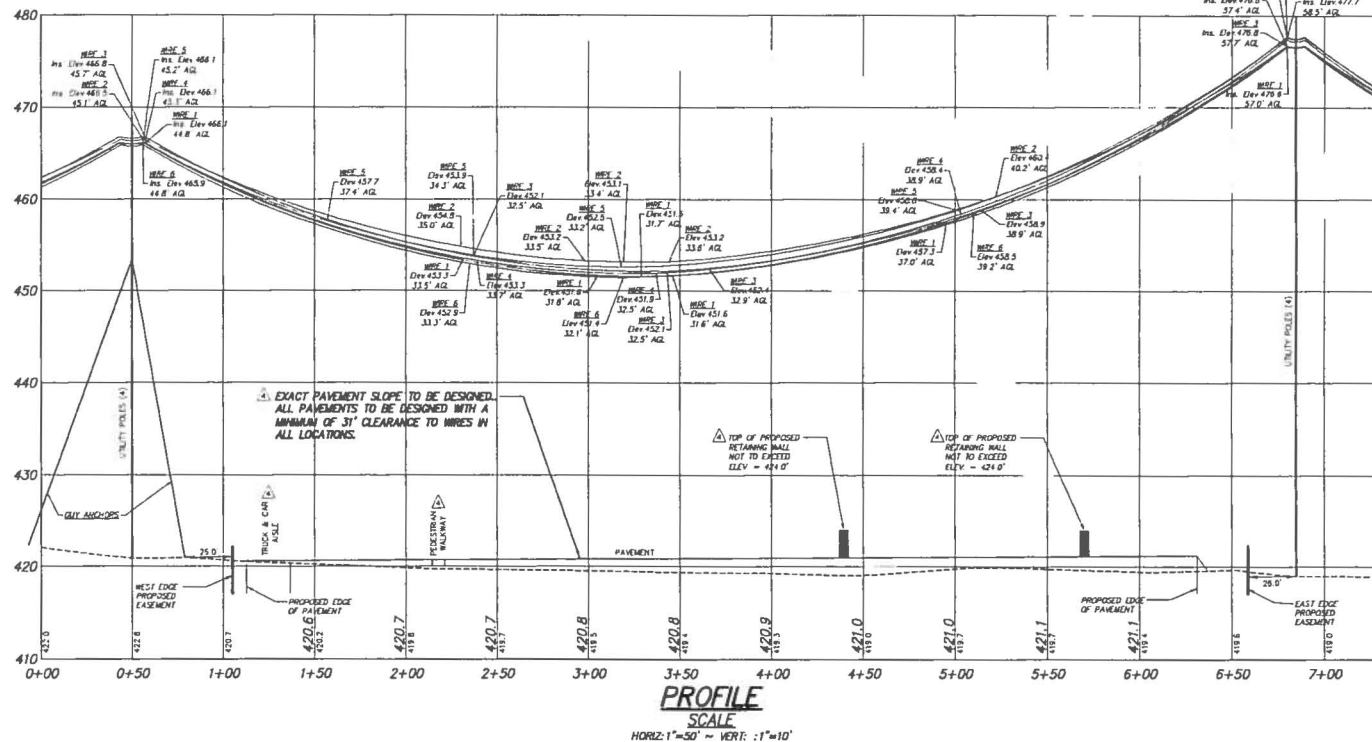
1. INFICON
2. NATIONAL GRID

SPECIAL NOTE:

- ALL UNDER PAVEMENT UTILITIES SHALL MEET AASHTO H20 LOADING STANDARDS.

I HEREBY CERTIFY TO THE PARTIES LISTED HEREON THAT THIS PLAN WAS COMPLETED ON MARCH 7, 2014 USING LISTED REFERENCES AND FIELD NOTES FROM AN ACTUAL FIELD INSTRUMENT SURVEY PERFORMED IN APRIL-MAY, 2013.

JOHN E. QUINN, JR. NYSPLS. #050269 DATE 5/1/14



CHA

NATIONAL GRID PROPERTY USAGE
PLAN AND PROFILE
PREPARED FOR
INFICON

TOWN OF DEWITT - COUNTY OF CHENANGO - STATE OF NEW YORK

Project No. 25753 Scale: SHOWN

NG-01

Sheet 1 of 1

EXHIBIT B

CONDITIONS FOR PROPOSED ACTIVITIES WITHIN ELECTRIC TRANSMISSION LINE RIGHTS-OF-WAY

1. Compliance/Safety

A. All activities conducted by Grantee within the Permanent Easement Area shall comply with all applicable Federal, state, and local laws, statutes, rules, regulations, and codes. In particular, the requirements of the following statutes, regulations, and safety codes and guidelines must be met:

- National Electrical Safety Code
- Part 57 of the New York State Industrial Codes Rules (also known as the “High-Voltage Proximity Act”)
http://www.labor.state.ny.us/business_ny/employer_responsibilities/safety/s57.htm
- OSHA regulations governing working clearances from energized lines. OSHA Standard 29 CFR 1926.550 Subpart N is specific to cranes, derricks, hoists, elevators, and conveyors. However, all vehicles, equipment, and loads shall maintain the minimum clearances from energized wires that are specified in this Standard unless a more restrictive standard applies.
- Grantee must contact New York State’s one-call system, “Dig Safely New York” (800-962-7962) prior to any excavation work on the Permanent Easement Area. In addition, Grantee agrees to comply with Public Service Law Section 119-b and General Business Law Article 36, which implement the Public Service Commission regulation 16 NYCRR Part 753 (formerly Industrial Code Rule 53) regarding protection of underground facilities (including any and all updates thereof), and take any and all reasonable measures to protect and secure worksite from entry by the general public.

B. Grantee shall adequately ground vehicles, equipment, fences and gates, at all times and in accordance with applicable Federal, state, and local laws, statutes, rules, regulations, and design codes, including, but not limited to, those listed in paragraph A above and the Institute of Electrical and Electronics Engineers (“IEEE”) Standard 80.

2. Protection of Transmission Line Facilities

Grantee shall, at all times, protect transmission line facilities located within the Permanent Easement Area from damage. In addition to compliance with safety codes as described in paragraph 1 above, protection of transmission facilities shall, as a minimum, include the following; provided however that if any of the following conflict with the terms set forth in the Agreement, the terms in the Agreement shall govern:

- A. Grantee shall operate any and all equipment at least 25 feet horizontally away from any transmission line pole, tower, guy wire, or guy anchor.
- B. When making a rough cut during excavation, Grantee shall disturb no earth within an area bounded by a line drawn 25 feet plus 2.5 times the depth of the cut from the nearest transmission line pole, tower leg, guy wire, or guy anchor. Upon completion of the rough cut, the slopes of the bank shall be graded on a slope no steeper than one vertical to five horizontal and stabilized with vegetation or rip-rap.
- C. Grantee shall not store or use explosives within the Permanent Easement Area.
- D. No construction materials or debris, excavated soils, explosives, junk vehicles or other trash of any kind shall be stockpiled or disposed of on the Grantor's Property, and no oil or hazardous wastes or substances shall be stored or disposed of on the Grantor's Property. Snow removal machinery will be limited to blade plows only (no front loaders) and snow will not be piled on the Permanent Easement Area or Grantor's Property.
- E. Grantee shall not unload or load vehicles or equipment on Grantor's Property or the Permanent Easement Area, except as otherwise provided in the Agreement.
- F. Grantee shall locate all ground wires buried in the areas to be excavated and shall protect them against damage. If a buried ground wire is broken, Grantee shall prevent anyone from touching it and shall notify Grantor.
- G. The Grantor's Property shall not be used as a staging or marshalling yard for contractors, employees, equipment or materials.
- H. Grantee may not park or store vehicles of any kind overnight within the Permanent Easement Area including, but not limited to, automobiles, trucks, or trailers; except as otherwise permitted in the Agreement.

3. Access to Right-of-way

- A. Grantee shall not at any time block or impede access to or along Grantor's Property.
- B. Grantee shall not damage roads or trails used to gain access to or along Grantor's Property.

4. Preservation of Rights and Future Use

With the exception of the retaining walls as shown on AS101, limited to a height of 4 feet and certain underground utilities for water and electricity, Grantee shall place no above or below ground structures within the Grantor's Property or the Permanent

Easement Area, including, but not limited to, streetlights, signs, sheds, fences, septic systems, and swimming pools, unless approved in the Final Plans and Specifications.

5. Protection of Interests

- A. Mild shocks due to electrostatic currents may be felt when touching conductive structures or objects within Grantor's Property. Although these shocks may be annoying, Grantor is unable to eliminate them.

6. Additional Conditions. Grantee shall, to the extent applicable, incorporate each of the following into Grantee's plans and specifications, and Grantor's approval of the Final Plans and Specifications or a modification, as provided for in the Agreement, shall indicate that each of the following conditions has either been incorporated into the Plans and Specifications or waived.

- A. Grantee shall install suitable two-inch (2") plastic markers, extending a minimum of three (3) feet above ground, at the point of entrance and exit of any pipelines, cables or other underground facilities installed by Grantee within the Permanent Easement Area.
- B. Grantee shall notify Grantor of any survey monument, marker or stake that has become dislodged, lost or misplaced during installation of Grantee's Improvements. Grantor will resurvey the Grantor's Property and replace any such survey monument. Resurvey expense shall be reimbursed by Grantee to Grantor.
- C. In the event Grantor determines that injury or damage to, or interference with, its facilities may occur as a result of loss of metal from Grantor's, Grantee's or a third party's facilities due to corrosion or electrolysis caused or hastened by the installation of Grantee's facilities or by Grantee's activities, Grantor may require the following protective measures to be taken by Grantee. Grantee shall cover said facilities and shall install and maintain cathodic protection devices, all subject to prior approval of Grantor. Grantee shall keep accurate records of each such cathodic protection device, furnish Grantor with a copy of such records, and shall from time to time take such other and further protective measures as Grantor may require.
- D. Grantee shall install, maintain and provide adequate drainage facilities so that there will not be a collecting or pooling of surface or run-off waters, except as provided on the Final Plans and Specifications, upon the Grantor's Property resulting from the installation, construction, maintenance and operation of Grantee's Improvements.
- E. All underground utilities shall be designed to withstand and meet AASHTO Standard Specifications for Bridges and Highways H20 highway class design criteria for vehicular loading.
- F. Grantee is hereby notified that other underground physical occupations of the Grantor's Property may exist that do not appear on Exhibit A and/or maps and

property records maintained by Grantor. Accordingly, Grantee is cautioned to excavate carefully and comply with all applicable state and local laws and regulations with respect thereto.

7. Definitions

- A. For the purposes of this Exhibit B only, the term "Grantee" shall include Grantee, its Invitees, and all other persons entering upon the Grantor's Property in connection with this Agreement.

EXHIBIT C

Insurance

1. From the commencement of this Agreement, through final expiration or longer where specified below, Grantee shall provide and maintain, at its own expense, insurance policies, intended to be primary (with no right of contribution by any other coverage available to National Grid USA, its direct and indirect parents, subsidiaries and affiliates (the "Insured Entities")), covering all operations, work and services to be performed under or in connection with this Agreement, issued by reputable insurance companies with an A.M. Best Rating of at least B+, which at least meet or exceed the requirements listed herein:

- (a) **Workers' Compensation and Employers Liability insurance** as required by the State in which the work activities under this Agreement will be performed. If applicable, coverage shall include the U.S. Longshoreman's and Harbor Workers Compensation Act, and the Jones Act. The employer's liability limit shall be at least \$500,000 each per accident, per person disease, and disease by policy limit.

If Grantee is exempt from having to obtain and maintain workers' compensation coverage due to their legal status as a sole proprietor or partnership, Grantee shall obtain:

1. Long term disability insurance covering any illness or injury incurred in connection with this Agreement that prevents Grantee from working, with benefits of at least 50% of the Grantee's monthly income on the last day before the disability begins.
2. Health Care Insurance, covering any loss occasioned by bodily injury, sickness or disease, and medial expense, with limits, coverage, deductibles, co-insurance payments, and any other cost sharing features customarily maintained by other entities of a similar size and business nature.

- (b) **Commercial General Liability (CGL) Insurance**, covering all operations to be performed by or on behalf of Grantee under or in connection with this Agreement, with minimum limits of :

| | |
|------------------------|----------------------------|
| Bodily Injury (BI) - | \$1,000,000 per occurrence |
| Property Damage (PD) - | \$ 500,000 per occurrence |

OR

Combined Single Limit - \$1,000,000 per occurrence

OR

BI & PD per occurrence - \$1,000,000

General Aggregate &

Product Aggregate - \$2,000,000 each

- Coverage shall include: contractual liability (with this Agreement, and any associated verbal agreements, being included under the definition of “Insured Contract” thereunder), products/completed operations, and if applicable, explosion, collapse and underground (XC&U).
 - If the products-completed operations coverage is written on a claims-made basis, the retroactive date shall not precede the effective date of this Agreement and coverage shall be maintained continuously for the duration of this Agreement and for at least two years thereafter.
 - Additional Insured as required in Article 3 below,
 - The policy shall contain a separation of insureds condition.
 - In the event Grantee is a governmental entity such as a City, County, Municipality etc., and such entity’s liability to a third party is limited by law, regulation, code, ordinance, by-laws or statute (collectively the “Law”), this liability insurance shall contain an endorsement that waives such Law for insurance purposes only and strictly prohibits the insurance company from using such Law as a defense in either the adjustment of any claim, or in the defense of any suit directly asserted by an Insured Entity.
- (c) **Automobile Liability**, covering all owned, non-owned and hired vehicles used in connection with all operations, work or services to be performed by or on behalf of Grantee under or in connection with this Agreement with minimum limits of:

Bodily Injury - \$500,000 per occurrence; \$1,000,000 aggregate

Property Damage - \$500,000 per occurrence

OR

Combined Single Limit - \$1,000,000 per occurrence

Additional Insured as required in Article 3 below.

- (d) **Umbrella Liability or Excess Liability** coverage, with a minimum per occurrence limit of \$4,000,000. This coverage shall run concurrent to the CGL required in Article 1(b) above, shall apply excess of the required automobile, CGL and employer's liability coverage required in this Insurance Exhibit, and shall provide additional insured status as outlined in Article 3 below.
- (e) **Watercraft Liability**, if used in connection with this Agreement, with the same minimum limits of liability as outlined in requirement 1(b) above, and naming the Insured Entities, including their officers and employees, as additional insureds as outlined in Article 3.
- (f) **Aircraft Liability**, if used in connection with this Agreement, with a limit of liability of not less than \$10,000,000 combined single limit per occurrence, and naming the Insured Entities, including their officers and employees, as additional insureds as required in Article 3 below. Such coverage shall not include a per passenger or per seat coverage limit.
- (g) **Contractors Pollution Liability (CPL)**: covering any sudden and accidental pollution liability which may arise out of, under, or in connection with this Agreement, including all operations to be performed by or on behalf of Grantee, or that arise out of the Grantee's use of any owned, non-owned or hired vehicles, with a minimum liability limit of:

| | |
|----------------------|------------------------------|
| Bodily Injury (BI) | - \$1,000,000 per occurrence |
| Property Damage (PD) | - \$ 500,000 per occurrence |

OR

| | |
|-----------------------|------------------------------|
| Combined Single Limit | - \$1,000,000 per occurrence |
|-----------------------|------------------------------|

This requirement may be satisfied by providing either this CPL policy, which would include naming the Insured Entities, including their officers and employees, as additional insured's as outlined in Article 3 below; **OR** by providing coverage for sudden and accidental pollution liability under the CGL and commercial automobile insurance policies required above - limited solely by the Insurance Services Organization (ISO) standard pollution exclusion, or its equivalent.

In the event Grantee is unable to secure and/or maintain any or all of this sudden and accidental pollution liability coverage, Grantee agrees to indemnify and hold the Insured Entities harmless against any and all liability resulting from any coverage deficiency that is out of compliance with this insurance requirement.

- (h) **Risk of Loss:** Grantee shall be responsible for all risk of loss to its equipment and materials, and any other equipment and materials owned by its employees or by other third parties that may be in their care, custody and control. If this coverage is excluded from the Commercial General Liability policy, then coverage will be acceptable under Grantee's property policy.

In the event that any equipment or materials ("Goods") are supplied by the Insured Entities, an Insured Entities' representative will provide the insurable value of the Goods to Grantee in writing, both cumulatively and on a maximum per item basis. Grantee will provide replacement cost insurance for these Goods under a blanket builder's risk policy, an equipment floater, or other equivalent coverage, while such Goods are under the care, custody and control of Grantee. Such insurance shall cover all Goods outlined in this Agreement or as noted on subsequent contract amendments. The coverage limit shall apply on either a per location basis or a maximum per item basis, and shall name the Insured Entities, as a Loss Payee with respect to their insurable interest as required in Article 3 below.

- (i) **Homeowners/Sole Proprietors Insurance:** In the event that Grantee is either a homeowner or sole proprietor, the requirements in Article 1(a) and (d) do not apply. These requirements, however, do apply to any contractors that have been hired by Grantee to perform any work activities on the premises as defined in this Agreement.

In addition, if a homeowner's insurance company will not provide the additional insured status to National Grid as required in Article 3, Grantee agrees to indemnify and hold harmless the Insured Entities for any liability that would have otherwise been covered had the insurance carrier recognized the additional insured status.

- (j) **Limits:** Any combination of Commercial General Liability, Automobile Liability and Umbrella Liability policy limits can be used to satisfy the limit requirements in Articles 1(b), (c) and (d) above.

If the term of this Agreement is longer than five (5) years, in the fifth year, and every five (5) year thereafter, the Commercial General Liability and Umbrella/Excess Liability insurance limits required above shall be increased by the percentage increase in the Consumer Price Index from the month the Agreement was executed to the month immediately preceding the first month of the year in which the increase is required.

2. **Self-Insurance:** Proof of qualification as a qualified self-insurer, if approved in advance in writing by an Insured Entities' representative, will be acceptable in lieu of securing and maintaining one or more of the coverages required in this Insurance Section. Such acceptance shall become a part of this insurance provision by reference herein. For Workers' Compensation, such evidence shall consist of a copy of a current self-insured certificate for the State in which the work will be performed.

In order for self insurance to be accepted, Grantee's unsecured debt must have a financial rating of at least investment grade. For purposes of this section, "Investment Grade" means (i) if Grantee has a Credit Rating from both S&P and Moody's, then a Credit Rating from S&P equal to or better than "BBB-" and a Credit Rating from Moody's equal to or better than "Baa3"; (ii) if Grantee has a Credit Rating from only one of S&P and Moody's, then a Credit Rating from S&P equal to or better than "BBB-" or a Credit Rating from Moody's equal to or better than "Baa3"; or (iii) if the parties have mutually agreed in writing on an additional or alternative rating agency, then the equivalent credit rating assigned to an entity by such additional or alternative rating agency that is equal to or better than "BBB-" from S&P and/or "Baa3" from Moody's.

3. **Additional Insured and Loss Payee:** The intent of the Additional Insured requirement under the CGL, Auto, CPL, Umbrella/Excess, Aircraft and Watercraft policies is to include the Insured Entities, their directors, officers and employees, as additional insureds for liabilities associated with, or arising out of, all operations, work or services to be performed by or on behalf of Grantee, including ongoing and completed operations, under this Agreement. The following language should be used when referencing the additional insured status: National Grid USA, its subsidiaries and affiliates shall be named as additional insureds.

The Loss Payee language, as required in Article 1(h) above, shall read as follows: National Grid USA, its subsidiaries and affiliates shall be included as a Loss Payee as their interest may appear.

To the extent Grantee's insurance coverage does not provide the full additional insured coverage as required herein, Grantee agrees to indemnify and hold harmless the Insured Entities against any and all liability resulting from any deficiency in Grantee's insurance coverage that may be out of compliance with this insurance requirement.

4. **Waiver of Recovery:** Grantee and its insurance carrier(s) shall waive all rights of recovery against the Insured Entities and their directors, officers and employees, for any loss or damage covered under those policies referenced in this insurance provision, or for any required coverage that may be self-insured by Grantee. To the extent Grantee's insurance carriers will not waive their right of subrogation against the Insured Entities, Grantee agrees to indemnify the Insured Entities for any subrogation activities pursued against them by Grantee's insurance carriers. This waiver, however, shall not extend to the gross negligence or willful misconduct of the Insured Entities or their employees, subcontractors or agents.
5. **Contractors:** In the event the Grantee uses contractors or subcontractors (collectively "Contractors") in connection with this Agreement, it is expressly agreed that Grantee shall have the sole responsibility to make certain that all Contractors are in compliance with these insurance requirements and remains in compliance throughout the course of this Agreement,

and thereafter as required. Grantee shall remain liable for the performance of the Contractor, and such sub-contract relationship shall not relieve Grantee of its obligations under this Agreement.

Unless agreed to in writing the by the Risk Management Department of National Grid USA Service Company, Inc., any deductible or self-insured retentions maintained by any Contractor, which shall be for the account of the Contractor, and shall not exceed \$100,000. In addition, Contractor shall name both the Grantee and National Grid USA (including their subsidiaries, affiliates, officers and employees), as additional insureds under the Commercial General Liability and Umbrella/Excess Liability insurance. If requested by National Grid, Grantee shall provide National Grid with an insurance certificate from its Contractor evidencing this coverage.

In the event any Contractor is unable to maintain all of the same insurance coverage as required in this insurance article, Grantee agrees to indemnify and hold the Insured Entities harmless against any and all liability resulting from any deficiency in Contractor's insurance coverage that may be out of compliance with these insurance requirements.

6. **Insurance Certificates:** Upon execution of this Agreement, the Grantee shall promptly provide National Grid with (a) **Certificate(s) of Insurance** for all coverages required herein at the following address:

National Grid
Attn: Risk Management Bldg. B-3
300 Erie Boulevard West
Syracuse, NY 13202

Such certificates, and any renewals or extensions thereof, shall outline the amount of deductibles or self-insured retentions which shall be for the account of the Grantee. Such deductibles or self-insured retentions shall not exceed \$100,000 unless agreed to in writing by the Risk Management Department of National Grid USA Service Company, Inc. whose approval shall not be unreasonably withheld, conditioned, or delayed. Grantee shall provide National Grid with at least thirty (30) days prior written notice of any cancellation or diminution of the insurance coverage required in this insurance article.

7. **Insurance Obligation:** If any insurance coverage is not secured, maintained or is cancelled and Grantee fails immediately to procure other insurance as specified, National Grid has the right, but not the obligation, to procure such insurance and to invoice the Grantee for said coverage.

- 8. Incident Reports:** The Grantee shall furnish the Risk Management Department of National Grid USA Service Company, Inc. with copies of any non-privileged accident or incident report(s) (collectively the "Documents") sent to the Grantee's insurance carriers covering accidents, incidents or events occurring as a result of the performance of all operations, work and services to be performed by or on behalf of Grantee under or in connection with this Agreement, excluding any accidents or incidents occurring on Grantee's property. If any of the National Grid companies are named in a lawsuit involving the operations and activities of Grantee associated with this Agreement, Grantee shall promptly provide copies of all insurance policies relevant to this accident or incident if requested by National Grid. In the event such Documents are deemed privileged and confidential ("Attorney Client Privilege"), however, Grantee shall provide the relevant facts of the accident or incident in a format that does not violate such Attorney Client Privilege.
- 9. Other Coverage:** These requirements are in addition to any which may be required elsewhere in this Agreement. In addition, the Grantee shall comply with any governmental site specific insurance requirements even if not stated herein.
- 10. Coverage Representation:** The Grantee represents that it has the required policy limits available and shall notify National Grid USA Service Company, Inc.'s Risk Management Department in writing when the minimum coverages required in this Article herein have been reduced as a result of claims payments, expenses, or both. This obligation, however, does not apply to any claims that would be handled solely within Grantee's deductible or self-insured retention.
- 11. Responsibility:** The complete or partial failure of the Grantee's insurance carrier to fully protect and indemnify the Insured Entities per the terms of the Lease, including without limitation, this exhibit, or the inadequacy of the insurance shall not in any way lessen or affect the obligations of the Grantee to the Insured Entities.
- 12. Coverage Limitation:** Nothing contained in this article is to be construed as limiting the extent of the Grantee's responsibility for payment of damages resulting from all operations, work and services to be performed by or on behalf of Grantee under or in connection with this Agreement, or limiting, diminishing, or waiving Grantee's obligation to indemnify, defend, and save harmless the Insured Entities in accordance with this Agreement.

ATTACHMENT B

OFF TECHNOLOGY PLACE
TOWN OF DEWITT
ONONDAGA COUNTY, NEW YORK

APPRAISAL REPORT

of

NATIONAL GRID EASEMENT

ADJOINING OWNER OF RECORD

Leybold Inficon Inc.

PREPARED FOR

Inficon, Inc.
c/o Thomas G. Campbell
2 Technology Place
East Syracuse, NY 13057

DATE OF PREPARATION

March 2014

DATE OF VALUATION

March 9, 2014

VALUE OF EASEMENT = \$18,100

THURSTON, CASALE & RYAN, LLC
REAL ESTATE APPRAISAL AND CONSULTING

1080 STATE FAIR BLVD
SYRACUSE, NY 13209
WWW.TCRAPPRAISAL.COM

(315) 455-1380
(315) 679-4065 (FAX)

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(315) 679-4065 (FAX)

March 14, 2014

Inficon, Inc.
c/o Thomas G. Campbell
2 Technology Place
East Syracuse, NY 13057

Re: National Grid Easement
Off Technology Place
Town of DeWitt, Onondaga County

Dear Mr. Campbell:

To fulfill my responsibility outlined in the engagement letter dated February 28, 2014, an Appraisal Report prepared in March 2014 is presented. As agreed, the market value of subject "as is" (i.e. before assemblage) is provided in the attached report, along with the supporting data and analysis that this appraisal format affords. Analysis of encumbrance, market value of the combined site, and the easement's implied value are also included. The date of valuation is March 9, 2014.

The opinions of value reported herein are subject to those General Assumptions and Limiting Conditions on page 2, as well as those Extraordinary Assumptions and Hypothetical Conditions found starting on page 6. The steps taken to research, analyze, and estimate market values are as outlined within my Scope of Work on page 5.

The client and intended user(s) of this report are: Thomas G. Campbell, Scott Graham, and applicable representatives/assigns of Inficon, Inc. and National Grid. The function of the appraisal is to estimate compensation for a permanent easement. It may not be reproduced in all or part, or employed by any other entity, without my written permission.

I inspected the property and prepared this report. Thank you for your confidence in my services. If you have any questions or comments, please call at your convenience.

Respectfully submitted,

THURSTON, CASALE & RYAN, LLC



Todd P. Thurston, MAI
Principal
NYS Certified General Appraiser #46-20952

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EXHIBITS (tabs):

- 1 SUBJECT AND NEIGHBORHOOD PHOTOS
- 2 DEEDS/EXISTING CROSSING EASEMENT
- 3 COMPARABLE SYNOPSIS

I. CERTIFICATION

I CERTIFY THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF:

- The statements of fact contained in this report are true and correct and my experience includes properties of this type.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of the report.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformance with the Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant professional assistance to the person signing this report.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I have completed the continuing education program of the Appraisal Institute.
- I have provided appraisal services for subject within the last three years.

It is my judgment that as of March 9, 2014, implied easement value is estimated as:

| "Before" Value | "After" Value | Implied Easement Value |
|----------------|---------------|------------------------|
| \$231,800 | \$249,900 | \$18,100 |



Todd P. Thurston, MAI
Principal
NYS Certified General Appraiser #46-20952

II. GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report is made with the following general assumptions and limiting conditions:

1. No responsibility is assumed for the legal description or for matters including title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined, and considered in the appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
11. Unless otherwise stated in this report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as: asbestos, urea-formaldehyde foam insulation, mold, and other potential hazardous materials may affect the value of the property. The value estimated is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The intended user is urged to retain an expert in this field, if desired.
12. The distribution, if any, of the total valuation in this report between land and site improvements applies under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
13. Possession of this report, or a copy thereof, does not carry with it the right of publication.
14. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
15. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval of the appraiser.
16. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraiser has not made a specific compliance survey or analysis of the property to determine whether or not it is in conformity with the various detailed requirements of ADA. It is possible that such a survey/analysis would reveal that the property is not in compliance with one or more requirements of the act. If so, this fact could have a negative impact upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance was not considered in estimating a value for the property.

III. QUALIFICATIONS: TODD P. THURSTON, MAI

| | |
|--|--|
| EMPLOYMENT HISTORY | <ul style="list-style-type: none"> 8/03-Current: Principal—Thurston, Casale & Ryan, LLC 11/01-7/03: President—Thurston Appraisal Company, LLC 12/93-11/01: Vice President—Pomeroy Appraisal Associates, Inc. 06/91-12/93: Staff Appraiser—Pomeroy Appraisal Associates, Inc. |
| EDUCATION AND APPRAISAL RELATED COURSEWORK | <p>Bachelor of Science in Finance: Rochester Institute of Technology (1991)</p> <p>Appraisal Institute (since 2003): 7-hour USPAP Update (03,05,07,09,11,13); Case Studies in Valuation of Upstate NY (03,05,07-10,12), Solving Appraisal Problems in Upstate NY (04), Apartment Appraisal Concepts and Applications (06), Condominiums, Co-Ops, and PUDs (07), Business Practice and Ethics (07, 12), Appraisal of Nursing Facilities (10), Data Verification Methods (10), Appraising Convenience Stores (10), Fundamentals of Separating RP, PP, & IBA (12), Problems in the Valuation of Partial Acquisitions (12)</p> <p>IRWA: Principles of Real Estate Law (02), Principles of Real Estate Negotiation (02), Easement Valuation (04), Mobile Home Relocation (06)</p> <p>ASFRMA: Yellow Book: Uniform Appraisal Standards for Federal Land Acq. (06)</p> |
| PROFESSIONAL AFFILIATION | <ul style="list-style-type: none"> Member of the Appraisal Institute (MAI) Member of the International Right-of-Way Association (IRWA) Member of the International Association of Assessing Officers (IAAO) |
| LICENSES | <ul style="list-style-type: none"> NYS Certified General Appraiser #46-20952 Consultant Appraiser—NYS Department of Transportation |
| COURT/TESTIMONY EXPERIENCE | <ul style="list-style-type: none"> Expert witness in NYS Supreme Court and NYS Court of Claims Several assessment grievance boards (cities of Hornell and Oswego) |
| PROFESSIONAL EXPERIENCE | <ul style="list-style-type: none"> Experience includes: airports, apartments, automobile dealerships, banks, farms, golf courses, gravel beds, hotels/motels, manufacturing plants, mini-marts, mobile home parks, office buildings, office/warehouses, nursing homes, railroads (active and abandoned), residential dwellings, residential subdivisions, restaurants, shopping centers, utility properties (i.e. gas, electric, telephone), etc. Extensive eminent domain experience involving projects and claims of the NYS Departments of Transportation and Federal Aviation Administration. |
| EXPERIENCE HIGHLIGHTS | <ul style="list-style-type: none"> <u>Salamanca Land Valuation (1995):</u> Involved in the development of valuation methodology of estimating fee simple market rents of leasehold lands within the City of Salamanca; appraised approximately one third of the City on the Reservation (over 800); conducted public meetings with residents to explain process and hold review sessions. <u>Airport Projects (1991-13):</u> Involved in the valuation of airport properties and/or neighboring lands for federally funded projects to determine compensation resulting from full or partial fee acquisitions and avigation easements. List since 2005 includes: Lt. Warren Eaton (00,05), Massena Int'l (06), Columbia Co. (05,07-08,12), Floyd Bennett Memorial (09,12), Orange Co. (09), Elmira-Corning (09), Dansville Municipal (11), Seneca Falls (12), and Perry-Warsaw (13). Experience also includes appraisals of: Riverside Airport—NYSDOT appropriation (94), Hornell Airport—certiorari (99), Michael Airfield—acquisition (00), Syracuse Suburban Airport—acquisition (00, 01); aircraft hangars at Hancock Int'l, Clinton Co., Elmira-Corning, Griffiss, and Tompkins Co. Airports <u>Native American Land Claims:</u> Involved in analysis and valuation of disputed lands between several Iroquois tribes and the State of New York. Played significant role in the research and development of historical land values/trending and calculation of applicable rental damages. Specific land claim areas include: Cuba Lake (99-01), Niagara River Islands (99), and Stockbridge-Munsee Treaty (95). |

IV. SUMMARY OF IMPORTANT CONCLUSIONS

Location of Property: Off Technology Place
Town of DeWitt, Onondaga County

Easement Parcel: Portion of Electric Transmission Corridor (Fee Owned) in Industrial Neighborhood

Easement Area: 1.741± Ac. (excludes existing crossing easement)

Adjoining Site: 14.486± Ac.; 902± f.f. Technology Place, 74± f.f. on Fly Road, and 766± f.f. on Benedict Road

Building Improvement(s): Manufacturing plant constructed c.1977 (with subsequent additions) and containing 136,500± sq.ft. (not appraised¹)

Tax Map # and Assessment:

| Tax Map # | 2013-14 ASSESSMENTS | | | | 2013 EQUALIZATION DATA | |
|---------------|---------------------|--------------------|--------------------|--------------------|------------------------|--------------------|
| | Land | Improvements | Total | Taxable | Rate | Value |
| 29.-2-30.3 | \$328,500 | \$3,771,500 | \$4,100,000 | \$4,100,000 | 100% | \$4,100,000 |
| 29.-2-30.4 | 188,500 | 611,500 | 800,000 | 800,000 | | 800,000 |
| 42.-1-01.1 | 120,000 | 0 | 120,000 | 120,000 | | 120,000 |
| Totals | \$637,000 | \$4,383,000 | \$5,020,000 | \$5,020,000 | | \$5,020,000 |

Highest and Best Use:
Site As Though Vacant Office/Industrial Development

Zoning Classification(s): Hi-Tech District (H-T)

Property Rights Appraised: Fee Simple

Value Estimate Requested: Market Value

Date of Inspection: March 9, 2014

Date of Value Estimate: March 9, 2014

Final Market Values:

| "Before" Value | "After" Value | Implied Easement Value |
|----------------|---------------|------------------------|
| \$231,800 | \$249,900 | \$18,100 |

¹ Permanent easement does not impact/enhance value of existing improvements; only land is appraised

V. IDENTIFICATION OF SUBJECT



Subject consists of an improved industrial site containing $14.486 \pm$ Ac. Structure was originally constructed c.1977 (with subsequent additions) and features $136,500 \pm$ sq.ft. of gross building area. Property is located at the southeast corner of Technology Place and Fly Road (aerial is looking southerly).

The combined site is comprised of three tax parcels, two of which are adjoining with the third connected by a crossing right easement across a fee owned National Grid transmission corridor (denoted in red).

The intent of this analysis is to value Inficon's proposed occupancy of an additional $1.741 \pm$ Ac. of National Grid land (highlighted in blue). The area will be used for parking, related ancillary uses, truck access, and potentially storm water management.

Necessary compensation will be estimated using "before and after" methodology, whereby the combined site, as it exists today, will be valued initially, inclusive of existing crossing rights ("before"). A market value of the assembled site will then be estimated, which considers the inclusion of a $1.741 \pm$ Ac. permanent easement ("after"). The difference between the two represents the value of the easement.

Refer to the sections that follow for further discussion.

VI. SCOPE OF WORK

In accordance with the Uniform Standards of Professional Appraisal Practice (USPAP), I:

- Personally inspected the site;
- Collected and analyzed relevant information from public/municipal sources;
- Researched and verified comparable sale data;
- Utilized the sales comparison approach to value.

As subject is appraised as though vacant, neither the cost or income capitalization approaches were applicable.

VII. INTENDED USER/FUNCTION OF APPRAISAL

The client and intended user(s) of this report are: Thomas G. Campbell, Scott Graham, and applicable representatives/assigns of Inficon, Inc. and National Grid. The function of the appraisal is to estimate compensation for a permanent easement.

VIII. ASSIGNMENT CONDITIONS

Report considers the following:

- This is an Appraisal Report in "before and after" format in a form consistent with what was formally known as a Summary Appraisal Report². It is prepared in compliance with the reporting requirements set forth in Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice.

IX. EXTRAORDINARY ASSUMPTIONS

Extraordinary assumptions are defined as "(a)n assumption directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions. ...Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis."³ This report is subject to the following extraordinary assumptions:

- A great deal of inconsistency is noted on Inficon's site sizes reported by public records and the deed. Refer to the following:

| Tax Map# | Deeds | Tax Maps | Assmt Roll |
|---------------|---------------|--------------|--------------|
| 29.-2-30.3 | 6.571 | 6.57 | 6.51 |
| 29.-2-30.4 | 3.764 | 3.77 | 3.80 |
| 42.-1-01.1 | 4.151 | 4.97 | 4.64 |
| Totals | 14.486 | 15.31 | 14.95 |

² Term was revised in USPAP beginning January 2014

³ The Appraisal Foundation, Uniform Standards of Professional Appraisal Practice, 2012-13 Edition (Washington DC: Appraisal Standards Board, 2012) U-3.

Reason(s) for the disparities are unknown as of this writing. However, the deeds are considered most reliable and used herein.

- The properties are assumed to be free and clear of environmental contamination or other adverse conditions. To the limited extent of my expertise, no potential issues were observed during my property inspection or disclosed during my research. However, the client and intended users are urged to seek a qualified expert for certainty.

X. HYPOTHETICAL CONDITIONS

Defined as "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. ...Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis."⁴

- "After" valuation is premised on obtaining a permanent easement that is only proposed as of this writing. Since the "after" subject is contrary to what presently exists, it represents a hypothetical condition.

XI. PROPERTY RIGHTS APPRAISED

Fee simple estate is defined as: "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat".⁵

XII. OWNER CONTACT AND PROPERTY INSPECTION

The inspection took place on March 9, 2014. No one was present during the site visit.

XIII. DATE OF VALUE ESTIMATE

Subject is valued as of the date of inspection, March 9, 2014.

XIV. DEFINITION OF VALUE

Market value is defined as "the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller

⁴ The Appraisal Foundation, Uniform Standards of Professional Appraisal Practice, 2012-13 Edition (Washington DC: Appraisal Standards Board, 2012) U-3.

⁵ Appraisal Institute, The Dictionary of Real Estate Appraisal, Fifth Edition (Chicago: Appraisal Institute, 2010) 78.

each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1) buyer and seller are typically motivated;
- 2) both parties are well-informed or well-advised, and acting in what they consider their own best interests;
- 3) a reasonable time is allowed for exposure in the open market;
- 4) payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
- 5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale⁶.

XV. HISTORY OF THE PROPERTY

Most recent legal descriptions are included in the following:

| | | |
|-----------------------------|--|--|
| Tax Map#: | 29.-2-30.3 & 30.4 | 42.-1-1.1 |
| Grantor: | Onondaga County IDA | MKF Real Estate Company |
| Grantee: | Leybold Inficon Inc. | Inficon Leybold-Heraeus, Inc. |
| Deed Date: | September 11, 1991 | January 16, 1986 |
| Recorded: | November 12, 1991 | January 21, 1986 |
| Purchase Price: | \$0 | \$100,000 |
| Book/Page: | 3732/304 | 3232/132 |
| Arm's Length | No | NA |
| Rights/Restrictions: | Drainage easements, NGrid crossing rights | No atypical restrictions noted in legal description |

Copies of both deeds and the existing crossing right easement are in Exhibit 2.

Subject properties have not been conveyed in the last five years, nor do they appear to be available for sale.

XVI. CURRENT OCCUPANCY AND LEASES IN EFFECT

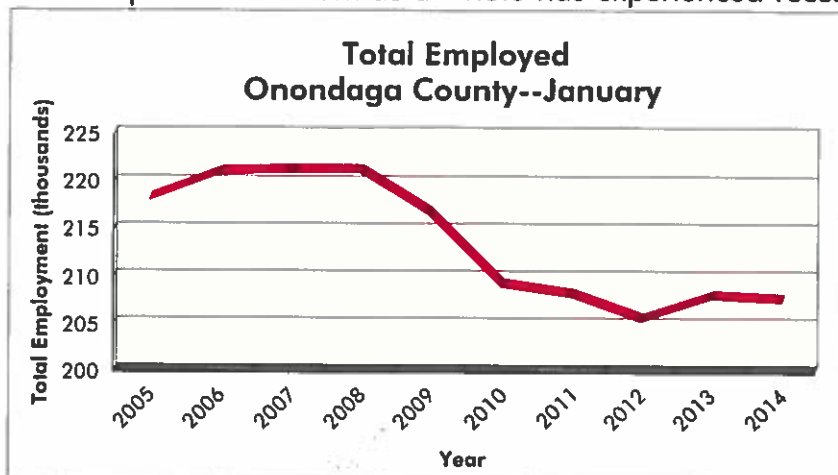
Property is presently owner occupied. No leases are known to exist.

⁶ Appraisal Institute, The Dictionary of Real Estate Appraisal, Fifth Edition (Chicago: Appraisal Institute, 2010) 123.

XVII. REGIONAL AND COUNTY/NEIGHBORHOOD ANALYSIS



Upstate New York as a whole has experienced recessionary effects over much of the last decade, and the Onondaga County area is no exception. Total employment remains well below 2008 peaks⁷ (see chart left), while population growth is stagnant⁸ (see following). Real estate value and rental trends, in general, have been stable (or only inflationary) in response.



Neighborhood boundaries are loosely defined by the Fly Road corridor between the NYS

Thruway to the north and Kirkville Road on the south.

Immediate area functions almost exclusively for industrial and office uses. Notable tenants include the former New Venture Gear plant, Byrne Dairy's Ultra Plant, Inficon, and Upstate's Bone and Joint Center. Overall, median building ages are 10 to 30 years, with occupancies

| Area | 2000 Population | 2010 Population | Annual Change | 2012 Est. Population |
|-----------------|--------------------|--------------------|------------------|-------------------------|
| Town of DeWitt | 24,942 | 25,838 | 0.4% | 25,748 |
| Onondaga County | 458,336 | 467,026 | 0.2% | 466,852 |

⁷ www.labor.state.ny.us

⁸ www.census.gov

approaching 90%.

In conclusion, subject is located in a region struggling to expand economically. Erosion to its employment base and stagnant population growth contribute to a general stabilization in real estate prices, with negative tendencies in some areas. As the national recession lingers and unemployment seeks to improve, no major changes are anticipated.

XVIII. TRENDS IN REAL ESTATE PRICES, RENTS AND MARKETING

Over the last three years, price appreciation for industrial properties has been flat. A good degree of market uncertainty will prevail in the short term; no significant appreciation/depreciation is projected.

EXPOSURE TIME/MARKETING PERIOD:

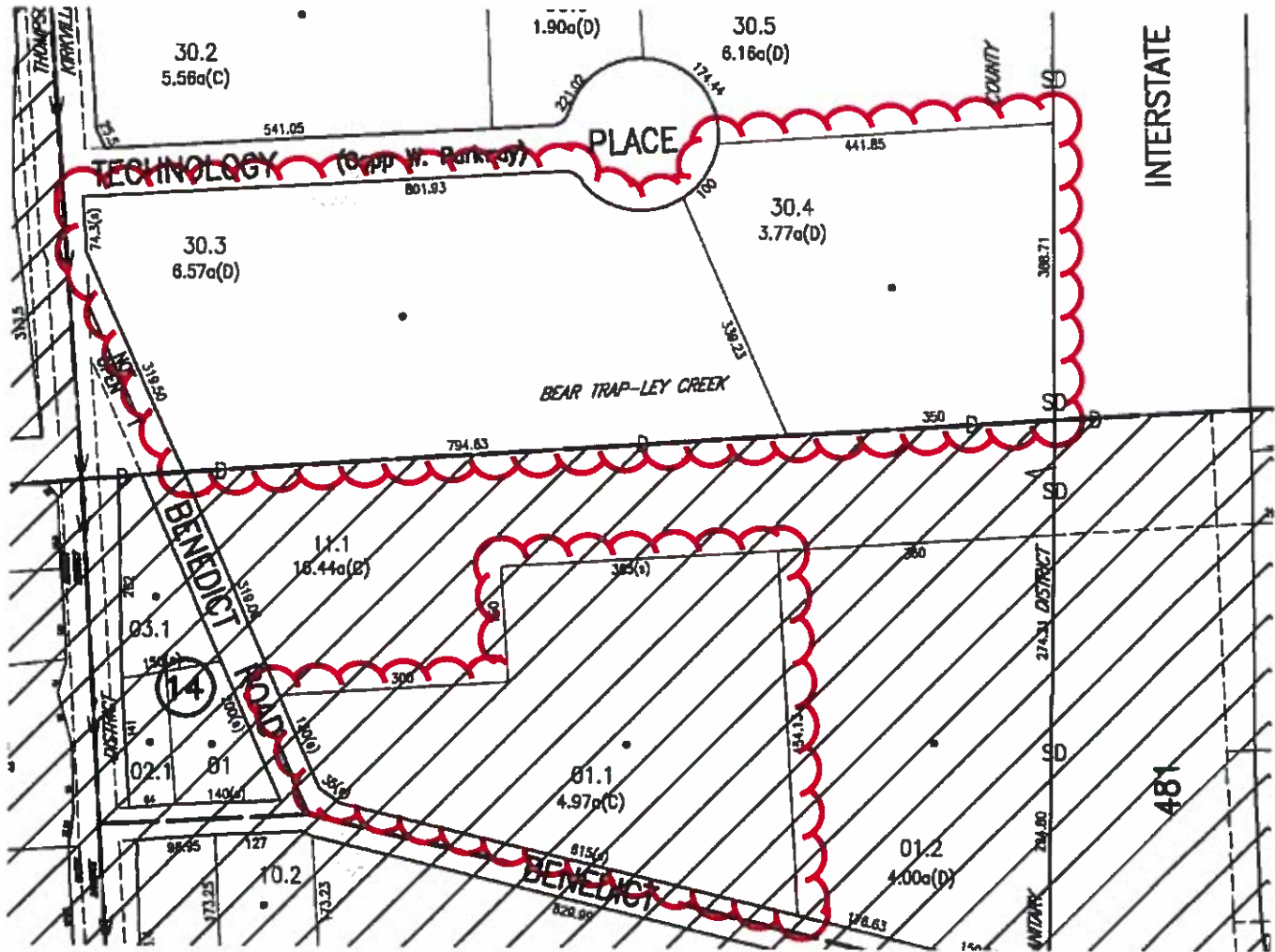
Subject's exposure time, defined as "(t)he estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market⁹", is estimated at one year based on available comparable data.

Marketing time is "(a)n opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal"¹⁰. Based on current market conditions, a marketing period of one year is projected.

⁹ Appraisal Institute, The Dictionary of Real Estate Appraisal, Fifth Edition (Chicago: Appraisal Institute, 2010) 73.

¹⁰ Appraisal Institute 121.

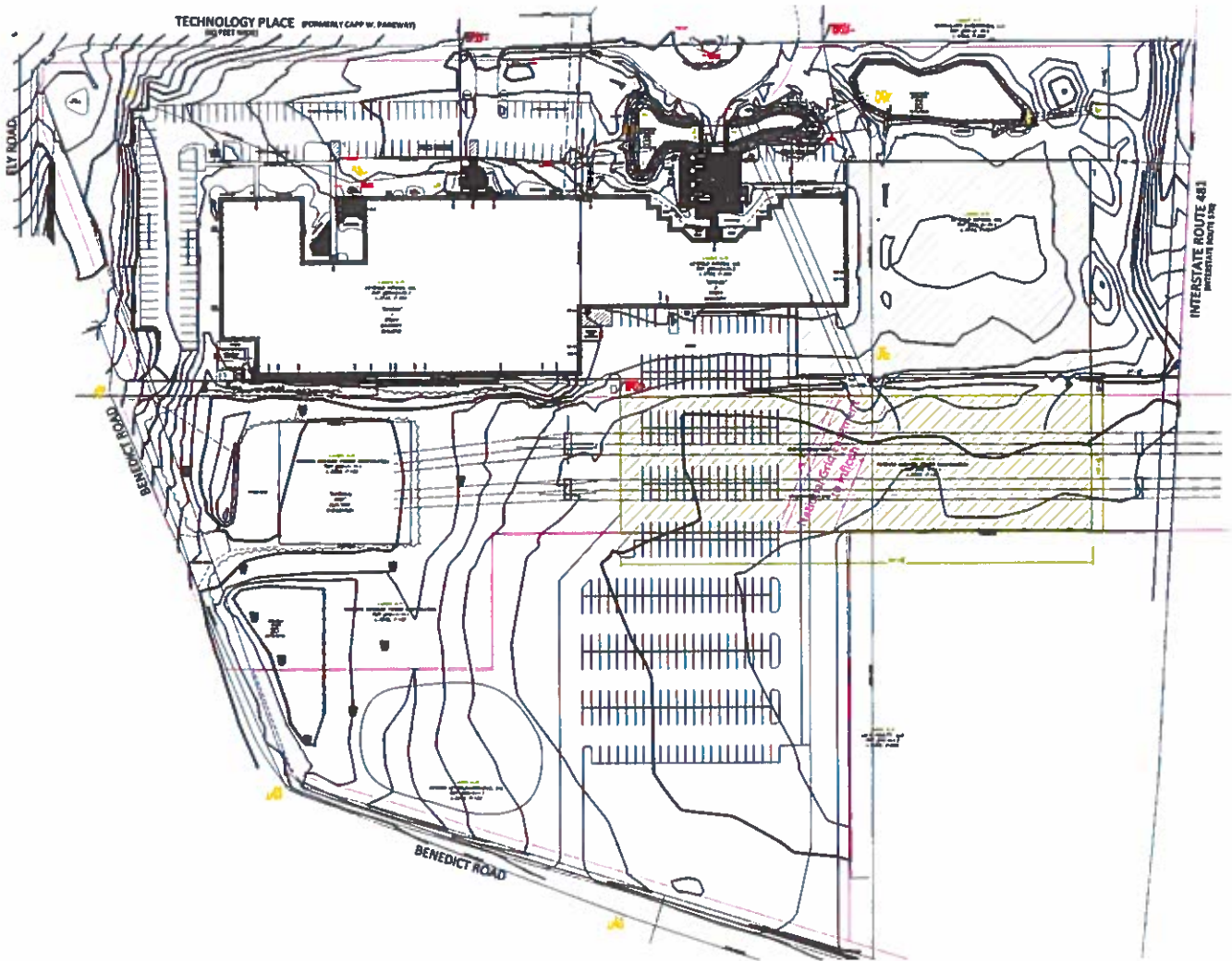
XIX. ASSESSMENT AND TAXES ANALYSIS



| Tax Map # | 2013-14 ASSESSMENTS | | | | 2013 EQUALIZATION DATA | |
|---------------|---------------------|--------------------|--------------------|--------------------|------------------------|--------------------|
| | Land | Improvements | Total | Taxable | Rate | Value |
| 29.-2-30.3 | \$328,500 | \$3,771,500 | \$4,100,000 | \$4,100,000 | 100% | \$4,100,000 |
| 29.-2-30.4 | 188,500 | 611,500 | 800,000 | 800,000 | | 800,000 |
| 42.-1-01.1 | 120,000 | 0 | 120,000 | 120,000 | | 120,000 |
| Totals | \$637,000 | \$4,383,000 | \$5,020,000 | \$5,020,000 | | \$5,020,000 |

Real estate taxes for the 2013-14 year total \$199,462±. They are current with no delinquencies noted.

XX. SITE DATA AND ANALYSIS



| | |
|------------------------------------|---|
| Size: | 14.486± Ac. |
| Access: | Road front |
| Road Frontage: | 902± f.f. Technology Place, 74± f.f. on Fly Road, and 766± f.f. on Benedict Road |
| Soil Conditions/Drainage: | Appear adequate |
| Land Use: | Northerly site is mostly clear/open; southerly site is wooded |
| Topography: | Generally level |
| Shape: | Effectively two parcels connected by NGrid crossing rights |
| Utilities: | All public |
| Public Street Improvements: | Asphalt surface and street lighting; no curbing or sidewalks |
| Water Features: | None |
| Easements/Encroachments: | Drainage easements and National Grid crossing right |
| Flood Zone Information: | Outside of 100-year flood plain; 360973 0005B; dated 3/1/1979 |
| Wetland Classification: | No State or Federal wetland areas mapped |
| Zoning Designation: | Hi-Tech District (H-T); primarily allows for office and industrial uses at suburban densities (current uses are conforming) |

Site Data and Analysis Conclusion:

Sites are physically amenable to current use, with no defects noted.

XXI. HIGHEST AND BEST USE ANALYSIS**SITE AS THOUGH VACANT:**

Subject's Hi-Tech District (H-T) primarily supports office and industrial uses. Physical characteristics of the site are conducive to development. The neighborhood is desirable for office and industrial uses with no alternatives supporting greater value. Consequently, **Office/Industrial Development** satisfies the financially feasible and maximally productive uses.

XXII. SITE VALUATION BEFORE ASSEMBLAGE

The following are considered in the valuation of subject:

| Sale # | Location | Municipality | Sale Date | Sale Price | Size (Ac.) | Price/Acre |
|--------|------------|--------------|------------|-------------|------------|------------|
| 1 | Fremont Rd | Manlius | 07/01/13 | \$1,105,000 | 91.6700 | \$12,054 |
| 2 | Fly Road | DeWitt | 05/20/13 | 175,000 | 16.1400 | 10,843 |
| 3 | Buckley Rd | Clay | 12/13/2012 | 190,000 | 11.1953 | 16,971 |
| 4 | Buckley Rd | Salina | 7/25/2012 | 670,000 | 50.0000 | 13,400 |
| 5 | Morgan Rd | Clay | 4/25/2012 | 175,000 | 14.5910 | 11,994 |
| 6 | Pottery Rd | Van Buren | 1/20/2012 | 135,000 | 10.9600 | 12,318 |
| 7 | Ridings Rd | DeWitt | 6/22/2011 | 150,000 | 7.9500 | 18,868 |
| 8 | Wetzel Rd | Clay | 12/16/2010 | 125,000 | 13.5900 | 9,198 |

Notable from the table:

- Sale 1: Site is positioned beside a CSX rail yard. It was acquired for development of an "inland port", but is presently in the planning stages.
- Sale 2: Parcel is located a short distance south of the subject. It has visibility from I-481, but includes a large designated wetland area. About 5± Ac. is presently being filled to enable development.
- Sale 3: Consists of a standard industrial site in the Woodard Industrial Park in Clay. Located a short distance west of Henry Clay Blvd.
- Sale 4: Parcel was zoned Office/Light Industrial at sale, but was acquired to enable senior housing for the Sisters of St. Francis.
- Sale 5: Site is located just south of NYS Route 31 in a low density commercial pocket. As with Sale 4, it was acquired for senior housing.
- Sale 6: Acquired for the construction of an office building complex and related improvements.
- Sale 7: Standard industrial site, albeit with limited road frontage.
- Sale 8: Acquired to facilitate construction of a substation. Adjoins a high voltage electric transmission line.

After a review of the data and the facts contained herein, the market value for subject is estimated at **\$16,000 per Ac.**, and for 14.486± Ac., a total site value of \$231,776 (rounded) **\$231,800.**

XXIII. RECONCILIATION OF VALUE INDICATORS—"BEFORE"**Intended Use/Function of Appraisal:**

The client and intended user(s) of this report are: Thomas G. Campbell, Scott Graham, and applicable representatives/assigns of Inficon, Inc. and National Grid. The function of the appraisal is to estimate compensation for a permanent easement.

Summary of Values:

| MARKET VALUE CONCLUSIONS OF APPROACHES TO VALUE | |
|---|-----------|
| Site Valuation Before Assemblage | \$231,800 |

Reasonability and Weight Determination:

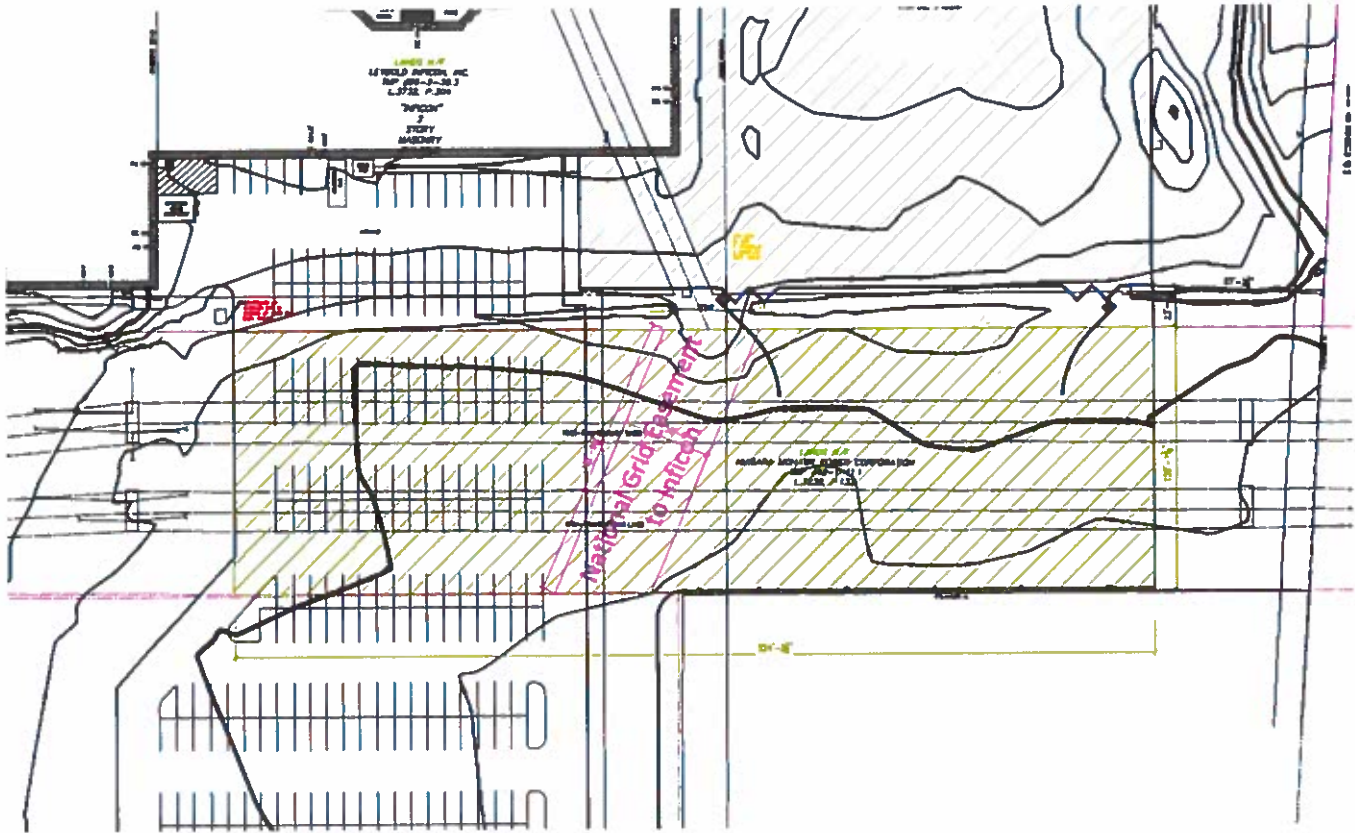
As subject is appraised as land only, the sales comparison approach was employed solely in the valuation.

Conclusion: Based on the foregoing, subject's market value is estimated as:

**TWO HUNDRED THIRTY-ONE THOUSAND EIGHT HUNDRED DOLLARS
(\$231,800)**

XXIV. ANALYSIS OF EASEMENT

Easement Map:



Easement Area(s):

| Type of Encumbrance | Easement Size |
|---|---------------|
| Permanent (for parking and related uses); excludes existing crossing easement | 1.741 ± Ac. |

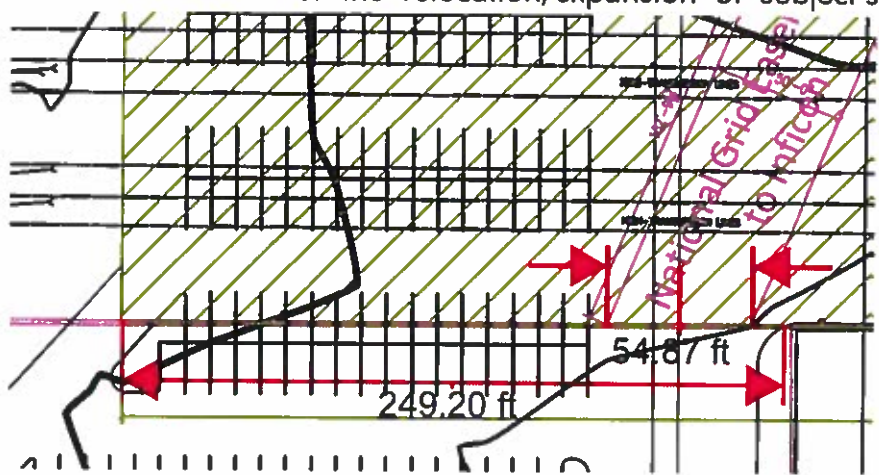
Description of Easement:

| | |
|------------------|---|
| Purpose: | Provides for parking, related ancillary uses, truck access, and potentially storm water management |
| Location: | Within fee owned National Grid corridor; positioned between Inficon's northerly and southerly parcels |
| Frontage/Access: | No frontage or direct access; ingress/egress is from adjoining parcels |
| Dimensions: | 150' x 561 ±' (inclusive of the existing 50' wide crossing right easement filed in May 1990) |

Effect of Easement on Remainder:

Site: The position of the easement allows for the relocation/expansion of subject's parking area southward. Efficiency of the combined site is improved as well, since the northerly and southerly parcels are joined by a $250\pm'$ wide easement, instead of just $55\pm'$ before (see graphic right).

As it relates to contributory value, I appraise permanent easements on a regular basis for clients such as the State of New York, National



Grid, and various municipalities needing to acquire surface or subsurface rights. In general, encumbrances that extinguish development and impede certain ancillary uses reduce fee simple value for the affected area by 50% to 80%. Actual contribution depends on position/type of easement, remaining rights, and highest and best use of the property to be eased.

Thus, if a site has a fee simple value of \$16,000 per acre, permanent easement would range between \$8,000 to \$12,800 per acre.

Refer to the following for a practical example:



In December 1998, Allied Systems acquired a $20.621\pm$ Ac. site for \$480,000 off the north side of Ransier Drive in the Town of West Seneca (Erie County; outlined in red). The parcel had no road frontage, but was accessible over a 70' wide easement across a NYSEG transmission corridor. Corresponding sale price per acre amounted to \$23,277.

As a contingency of sale, Allied purchased a $1.40 \pm$ Ac. permanent easement from NYSEG to enable the installation of a parking lot (outlined in blue). A price of \$25,000 was paid, or \$17,857/Ac.

Thus, the permanent easement, as a percentage of fee simple, totaled 77% ($\$17,867 \div \$23,277$). Note that this figure is at the upper end of the range, but since the easement parcel fronts on Ransier Drive ($424 \pm$ f.f.), a higher price was warranted.

As it relates here, the price of the easement is influenced by the following:

- Features a rear location with no exposure to a fronting street or Interstate 481
- Parcel lacks direct road frontage; accessible only across subject's adjoining lands
- Assembled site is more efficient with the inclusion of the permanent easement (i.e. 250' wide connection between northerly and southerly parcels vs. $55 \pm'$)

Refer to the valuation that follows for further discussion.

XXV. ANALYSIS OF SUBJECT AFTER ASSEMBLAGE

The physical description of subject is summarized as follows:

| | |
|-----------------------|--|
| Site Size: | $16.227 \pm$ Ac. ($14.486 \pm$ Ac. + $1.741 \pm$ Ac.) |
| Access: | Unchanged |
| Frontage: | Unchanged |
| Rights Conveyed: | 90% of site is fee simple; 10% is permanent easement |
| Highest and Best Use: | Unchanged |

XXVI. SITE VALUATION AFTER ASSEMBLAGE

The same comparables are reanalyzed to consider the existing encumbrance:

| Sale # | Location | Municipality | Sale Date | Sale Price | Size (Ac.) | Price/Acre |
|--------|------------|--------------|------------|-------------|------------|------------|
| 1 | Fremont Rd | Manlius | 07/01/13 | \$1,105,000 | 91.6700 | \$12,054 |
| 2 | Fly Road | DeWitt | 05/20/13 | 175,000 | 16.1400 | 10,843 |
| 3 | Buckley Rd | Clay | 12/13/2012 | 190,000 | 11.1953 | 16,971 |
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| 5 | Morgan Rd | Clay | 4/25/2012 | 175,000 | 14.5910 | 11,994 |
| 6 | Pottery Rd | Van Buren | 1/20/2012 | 135,000 | 10.9600 | 12,318 |
| 7 | Ridings Rd | DeWitt | 6/22/2011 | 150,000 | 7.9500 | 18,868 |
| 8 | Wetzel Rd | Clay | 12/16/2010 | 125,000 | 13.5900 | 9,198 |

As discussed in the "Effects..." section, the value of the easement would generally range from 50% to 80% of fee simple. The middle of the range (65%) is applicable here.

Considering all factors, market value for the assembled site is estimated as follows:

| Rights Conveyed | Site Size (Ac.) | Value/Acre | Contribution | Market Value (R) |
|-----------------------------------|-----------------|------------------|--------------|------------------|
| Unencumbered | 14.486± Ac. | \$16,000 per Ac. | 100% | \$231,800 |
| Encumbered | 1.741± Ac. | | 65% | 18,100 |
| Total Site Value After Assemblage | | | | \$249,900 |

XXVII. RECONCILIATION OF VALUE INDICATORS—"AFTER"**Intended Use/Function of Appraisal:**

The client and intended user(s) of this report are: Thomas G. Campbell, Scott Graham, and applicable representatives/assigns of Inficon, Inc. and National Grid. The function of the appraisal is to estimate compensation for a permanent easement.

Summary of Values:

| MARKET VALUE CONCLUSIONS OF APPROACHES TO VALUE | |
|---|-----------|
| Site Valuation After Assemblage | \$249,900 |

Reasonability and Weight Determination:

The same comparables were reanalyzed to estimate the impact of the easement.

Conclusion: Pursuant to assemblage, subject's market value, as of March 9, 2014, is estimated as:

**TWO HUNDRED FORTY-NINE THOUSAND NINE HUNDRED DOLLARS
(\$249,900)**

XXVIII. ALLOCATION OF EASEMENT

| REITERATION OF MARKET VALUE OPINIONS | | | | |
|---|---------------|------------------|--------------------|-------------|
| | Site | Improvements | | Total |
| Before Assemblage | \$231,800 | \$0 | | \$231,800 |
| After Assemblage | \$249,900 | \$0 | | \$249,900 |
| Difference | \$18,100 | \$0 | | \$18,100 |
| ASSIGNMENT OF ENHANCEMENT | | | | |
| | Site | Improvements | | Total |
| Direct | \$18,100 | \$0 | | \$18,100 |
| Indirect | \$0 | \$0 | | \$0 |
| Total | \$18,100 | \$0 | | \$18,100 |
| COMPUTATIONAL DETAIL OF ENHANCEMENT | | | | |
| Site—Direct Enhancement | | | | |
| Type | Area Impacted | Unit Value | Value Contribution | Total Value |
| PE | 1.741± Ac. | \$16,000 per Ac. | 65% | \$18,100 |
| Total Direct Enhancement—Site (R) | | | | \$18,100 |
| Site—Indirect Enhancement | | | | |
| Not applicable | | | | |
| Total Indirect Enhancement —Site | | | | \$0 |
| Total Enhancement—Site | | | | \$18,100 |
| Improvements—Direct Enhancement | | | | |
| Not applicable | | | | \$0 |
| Total Direct Enhancement —Improvements | | | | \$0 |
| Improvements—Indirect Enhancement | | | | |
| Not applicable | | | | \$0 |
| Total Indirect Enhancement —Improvements | | | | \$0 |
| Total Enhancement—Improvements | | | | \$0 |
| TOTAL DIRECT AND INDIRECT ENHANCEMENT (i.e. EASEMENT VALUE) | | | | \$18,100 |

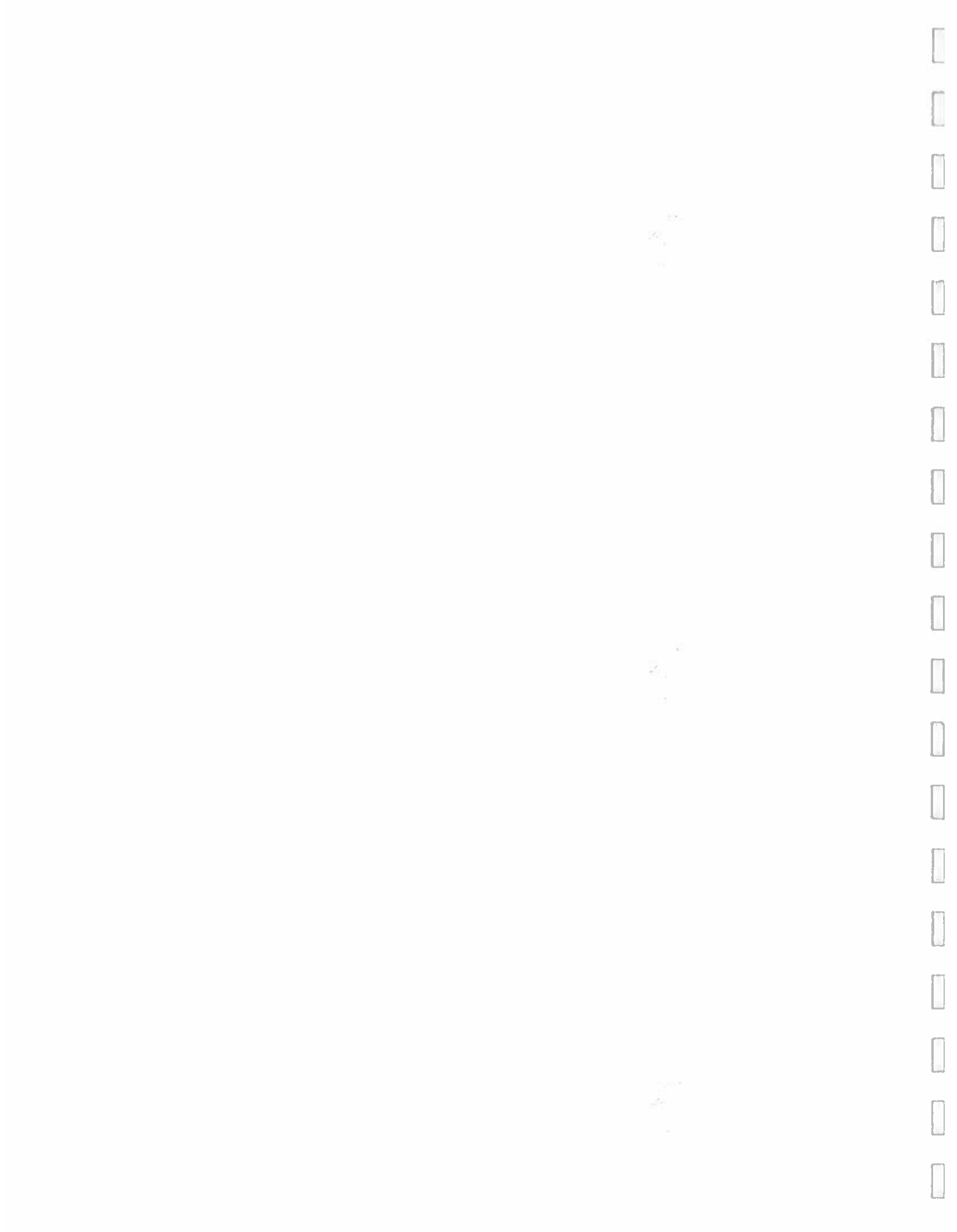


Exhibit 1-1



| | |
|----------------------------------|---------------|
| Photo Of: | |
| Neighborhood along Benedict Road | |
| Line of Sight: | Easterly |
| Camera Location: | Benedict Road |
| Taken By: | TPT |

| | |
|----------------------------------|---------------|
| Photo Of: | |
| Neighborhood along Technology Pl | |
| Line of Sight: | Westerly |
| Camera Location: | Technology Pl |
| Taken By: | TPT |



| | |
|--------------------------------|---------------|
| Photo Of: | |
| Partial view of southerly site | |
| Line of Sight: | Northeasterly |
| Camera Location: | Benedict Rd |
| Taken By: | TPT |

Exhibit 1-2



Photo Of:

Partial view of southerly site

Line of Sight: Northwesterly

Camera Location: Benedict Road

Taken By: TPT

Photo Of:

Existing crossing right

Line of Sight: Southerly

Camera Location: Onsite

Taken By: TPT



Photo Of:

Proposed easement area

Line of Sight: Southeasterly

Camera Location: Onsite

Taken By: TPT

Exhibit 1-3

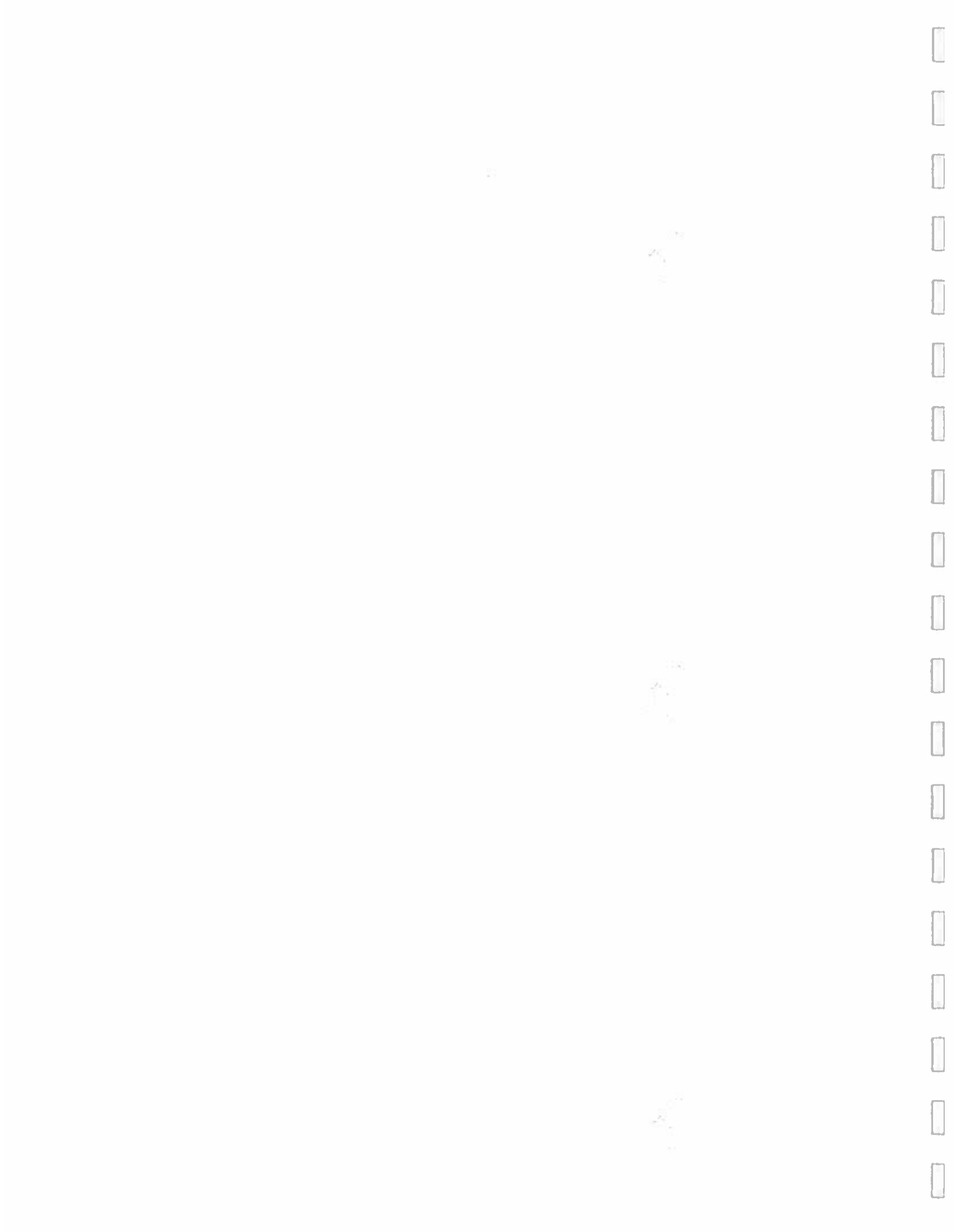


| | |
|-------------------------|---------------|
| Photo Of: | |
| Proposed easement area | |
| Line of Sight: | Southwesterly |
| Camera Location: | Onsite |
| Taken By: | TPT |

| | |
|--------------------------------|---------------|
| Photo Of: | |
| Partial view of northerly site | |
| Line of Sight: | Northeasterly |
| Camera Location: | Onsite |
| Taken By: | TPT |



| | |
|--------------------------------|----------|
| Photo Of: | |
| Partial view of northerly site | |
| Line of Sight: | Westerly |
| Camera Location: | Onsite |
| Taken By: | TPT |



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

THIS INDENTURE, made the _____ day of September, nineteen hundred and Ninety-One

BETWEEN ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation duly existing under the laws of the State of New York, having its principal office at the Onondaga County Civic Center, 421 Montgomery Street, Syracuse, New York,

DEWITT

party of the first part, and

LEYBOLD INFICON INC., a Delaware corporation having its principal place of business at 2 Technology Place, East Syracuse, New York,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other 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 certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being ~~XXXX~~ as described on Schedule "A" attached hereto.

NOV 12 1991

003896

Nov 12 11 09 AM '91

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and 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, covenants 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. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

IN PRESENCE OF: ONONDAGA COUNTY INDUSTRIAL DEVELOPMENT AGENCY

By: James B. Schneider
James B. Schneider
Vice-Chairman

THURSTON, CASALE & RYAN, LLC

012202

STATE OF NEW YORK, COUNTY OF

201

On the _____ day of _____, 19____, before me personally came _____

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

STATE OF NEW YORK, COUNTY OF ONONDAGA

201

On the 11th day of September, 1991, before me personally came JOHN P. CASALE to me known, who, being by me duly sworn, did depose and say that he resides at No. WATERLOOVILLE, NEW YORK; that he is the Vice President of the Onondaga County Industrial Development Agency, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

SIDNEY DEVORSETZ
NOTARY PUBLIC, State of New York
Onondaga County, No. 60101253
Commission Expires Jan. 31, 2002

Margain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No. _____

TO

STATE OF NEW YORK, COUNTY OF

201

On the _____ day of _____, 19____, before me personally came _____

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

STATE OF NEW YORK, COUNTY OF

201

On the _____ day of _____, 19____, before me personally came _____ the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. _____

that he knows _____

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

SECTION
BLOCK
LOT
COUNTY OR TOWN

RETURN BY MAIL TO:

Zip No. _____

Reserve this space for use of Recording Office.

SCHEDULE "A"

THAT TRACT OR PARCEL OF LAND situation in the Town of Dewitt, County of Onondaga and State of New York, being part of Farm Lot 23 in said Town and more particularly bounded and described as follows: Beginning at a point in the southerly line of said Farm Lot 23 at its intersection with the easterly line of Benedict Road; thence N. 8° 52' 51" W. along said easterly line of Benedict Road, 319.50 feet to an angle point and the easterly line of Fly Road; thence N. 11° 29' 47" E., along said easterly line of Fly Road, 74.35 feet; thence S. 78° 38' 47" E., along the southerly line of a proposed street known as Capp W. Pkwy., 622.82 feet to a point of curve therein thence southeasterly, along a curve to the right with a radius of 25 feet, a length of arc of 27.88 feet to a point of reverse curve in said street line; thence southeasterly and easterly, along a curve to the left along said street line with a radius of 100 feet, a length of arc of 151.23 feet; thence S. 11° 24' E., a distance of 339.23 feet to a point on the southerly line of said Farm Lot 23; thence N. 78° 34' 51" W., along said southerly line, 794.63 feet to the place of beginning, containing about 6.571 acres of land.

Subject to the following easements:

1. A drainage easement 10 feet in width across the most easterly portion of the above described parcel and extending southerly from said southerly line of Capp W. Pkwy. to said southerly line of Farm Lot 23.
2. A drainage easement 20 feet wide across the most southerly portion of the above described parcel, lying north of and adjacent to said southerly line of Farm Lot 23.

Together with an easement and right of way over the following premises: Beginning at a point in the easterly line of Fly Road, which point is the following courses and distances from the intersection of the easterly line of Benedict Road with the southerly line of said Farm Lot 23, N. 8° 52' 51" W. along said easterly line of Benedict Road 319.50 feet to an angle point and the easterly line of Fly Road; thence N. 11° 29' 47" E., along said easterly line of Fly Road, 74.35 feet to the point and place of beginning; thence S. 78° 38' 47" E., a distance of 622.82 feet to a point of curve; thence southeasterly, along a curve to the right with a radius of 25 feet, a length of arc of 27.88 feet to a point of reverse curve; thence easterly, northerly and westerly, along a curve to the left with a radius of 100 feet, a length of arc of 537.20 feet to a point of reverse curve; thence southwesterly, along a curve to the right with a radius of 25 feet, a length of arc of

27.88 feet to a point of tangency; thence N. 78° 38' 47" W., a distance of 622.67 feet to said easterly line of Fly Road; thence S. 11° 29' 47" W. along said easterly line, 60 feet to the place of beginning, containing about 0.96 acres of land.

Said easement and right of way shall be non-exclusive. Said easement shall be used in common with the owner and its assigns, tenants, and any others having rights or businesses located on the premises adjoining the premises owned or sold by the Owner, of which the above premises are a part. Said easement shall at all times be kept free, open and unobstructed. The users of said easement, including the grantee, its successors and assigns, shall be responsible for snow removal at their cost and expense. Said easement and right of way shall cease, terminate and extinguish upon the dedication of the same for a public road.

Also subject to any other easements, restrictions and covenants of record, if any, as the same may now be in force and effect.

ALSO, ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Dewitt, County of Onondaga and State of New York, being part of Farm Lot 23 in said Town and more particularly bounded and described as follows: Beginning at a point in the southerly line of said Farm Lot 23, on a course of S. 78° 34' 51" E. along said southerly line, a distance of 794.63 feet from the easterly line of Benedict Road; thence N. 11° 24' W., a distance of 339.23 feet to the southerly line of a proposed street known as Capp W. Pkwy.; thence northeasterly, along a curve to the left with a radius of 100 feet, a length of curve of 100 feet; thence S. 78° 38' 47" E., a distance of 441.85 feet to the westerly right of way line of Interstate Route 481; thence S. 14° 22' 17" W., along said westerly right of way line, 388.71 feet to said southerly line of Farm Lot 23; thence N. 78° 34' 51" W., along said southerly line, 350 feet to the place of beginning, containing about 3.764 acres of land.

Subject to the following easements:

1. A drainage easement 20 feet in width across the most southerly portion of the above described parcel, lying north of an adjacent to said southerly line of Farm Lot 23.
2. A drainage easement 10 feet in width across the most westerly portion of the above described parcel and running southerly from said southerly line of Capp W. Pkwy. to said southerly line of Farm Lot 23.

Also together with the easement and right of way described above which is also beneficial to the first parcel described herein.

Deed recorded on the
12 day of NOV 1991 at
11:44 AM in Book 3732 Page 307
Examined.

James H. Hays

COUNTY CLERK
ONONDAGA COUNTY CLERKS OFFICE

17
630

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

3232 ME 132

THIS INDENTURE, made the 16th day of January 1986.

BETWEEN MKP REAL ESTATE COMPANY
6443 Ridings Road
Syracuse, NY 13206

INFICON LEYBOLD-HERAEUS, INC.
6500 Fly Road
East Syracuse, New York 13057

grantor

grantee

DEWITT

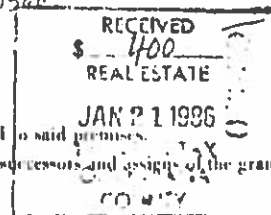
8:50/
9:04 AM 01/21/86 0565
9:05 AM 01/21/86 0566
400.00/
400.00/

WITNESSETH, that the grantor, in consideration of -----
and No. 100 ----- (\$1.00) Dollars,
paid by the grantee, hereby grants and releases unto the grantee, the heirs or successors and assigns of the grantor, for ever,

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Dewitt,
County of Onondaga and State of New York, being Part of Military Lot 32,
in said Town of Dewitt, and described as follows:

BEGINNING at a point in the northerly highway boundary of Benedict Rd. (66 ft. width), said point being the following two courses; North 60 deg. 50 min. 00 sec. West - 159.83 ft. and North 65 deg. 44 min. 30 sec. West - 176.63 ft.; from the intersection of said northerly highway boundary and the westerly right of way of N.Y. Route #481, said point also being the south west corner of lands conveyed to GHT Realty, by a deed dated July 1, 1985, and recorded in the Onondaga County Clerk's Office on July 30, 1985, in Book of Deeds No. 3190, at Page 179, etc.; thence North 6 deg. 55 min. 50 sec. East, along the west line, 454.13 ft., to the northwest corner of GHT lands; thence North 83 deg. 04 min. 10 sec. West, along the south line of Niagara Mohawk Power Corp. lands, as recorded in the Onondaga County Clerk's Office in Book of Deeds 2367, at Page 504 etc., a distance of 391.23 ft., to an angle point; thence south 7 deg. 12 min. 30 sec. West, a distance of 150.0 ft. to an angle point; thence North 82 deg. 47 min. 30 sec. West, a distance of 264.82 ft. to the easterly highway boundary of Benedict Rd.; thence South 13 deg. 05 min. 30 sec. East, along said highway boundary, a distance of 120.18 ft. to an angle point; thence south 65 deg. 44 min. 30 sec. East, along the northerly highway boundary of Benedict Rd., a distance of 645.39 ft. to the point of beginning. Containing 4.151 acres of land, more or less. Subject to any easements or rights of way of record.

This being a portion of the same premises conveyed to the Grantor by deed dated November 16, 1973, and recorded in the Onondaga County Clerk's Office November 16, 1973 in Book 2517 page 5056c



TOGETHER with the appurtenances and all the estate and rights of the grantor in and to said premises.
TO HAVE AND TO HOLD the premises herein granted unto the grantee, the heirs or successors and assigns of the grantor forever. AND the grantor covenants as follows:

FIRST. The grantee shall quietly enjoy the said premises;

SECOND. The grantor will forever warrant the title to said premises;

This deed is subject to the trust provisions of Section 13 of the Lien Law. The words "grantor" and "grantee" shall be construed to read in the plural whenever the sense of this deed so requires.

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

In presence of: ONONDAGA COUNTY CLERK'S OFFICE MKP REAL ESTATE COMPANY
21st January 1986 BY [Signature] L.S.
9:04A 3232 ME 132 L.S.

STATE OF NEW YORK, COUNTY OF ONONDAGA
On the 16th day of January 1986, before me personally came [Signature] to me known who, being by me duly sworn, did depose and say that deponent reside in No. [Signature] of MKP REAL ESTATE the corporation described in and which executed the foregoing instrument; deponent knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; deponent signed deponent's name thereto by like order.

WIT: E. GASS

Notary Public

THURSTON, CASALE & RYAN, LLC

Notary Public

TS
400.00

01/21/86

Return to: Jan Parr, Esq.
Hiscock & Barkley
Warren Street, Syracuse, New York 13202

X
2517
505

850

218381

EASEMENT

THIS INDENTURE made the 4TH day of May, 1990, by and between NIAGARA MOHAWK POWER CORPORATION, a public service corporation organized under the laws of the State of New York, having its principle office and place of business at 300 Erie Boulevard West, Syracuse, New York, 13202, hereinafter called "Grantor", and LEYBOLD INFICON INC. Delaware Corporation, having its principle place of business at 6500 Fly Road, East Syracuse, New York, 13057, hereinafter called the "Grantee".

WITNESSETH

That the Grantor, in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration paid by the Grantee, receipt of which is hereby acknowledged, does hereby grant and convey to the Grantee, its successors and assigns, subject to the terms and conditions hereinafter set forth, a right of way and easement on, over, in, under and across the premises of the Grantor, being more particularly hereinafter described, for the purposes of constructing, reconstructing, operating, repairing and maintaining a ROADWAY and a WALKWAY and appurtenances thereto, said right of way and easement being hereinafter described and set forth on Exhibit "A & B", attached hereto and made a part hereof.

RESERVING, HOWEVER, to the Grantor, its successors, and assigns, the right to place, construct, reconstruct, maintain or relocate towers, poles, wires, pipes, pipelines, structures and other facilities necessary for the transmission and distribution of electricity, gas, and communication signals, together with the necessary appurtenances on, over, under and across the easement premises described herein. Grantor agrees that such towers, poles, wires, pipes, pipelines, structures, and other facilities to be constructed or relocated shall be located so as not to interfere with the rights and easement herein granted.

Being subject also to the following terms and conditions:

All work shall be done in such a manner as to not hereafter obstruct, impede or interfere with the construction, maintenance or operation of the Grantor's communication lines or gas and electric transmission lines. All earth or soil disturbed by the construction, maintenance, operation, repair and/or removal of said ROADWAY and WALKWAY shall be properly replaced and the surface thereof restored to natural ground level. Grantee accepts this conveyance with knowledge that Grantor presently utilizes said premises for the purpose of gas and electric transmission lines and electric and communication facilities, and, therefore, the exercise of this grant shall be conditioned upon the prior written approval

FOR OTHER PERTINENT
DOCUMENTS SEE FILE

Deal 157587

-1-

by the Grantor of the plans and specifications for any construction, reconstruction, repair or other work by the Grantee over, under or across the subject premises. Said plans and specifications shall be submitted in writing at least ten (10) days prior to the commencement of said work, provided, however, that in the event of routine or emergency repairs Grantee shall give Grantor as much advance notice as may be practical.

Because the exercise of the rights under this easement involves additional risk to the Grantor on account of its use of said premises for all its facilities including its gas and electric facilities, Grantee does hereby:

- (a) Release and waive any and all right to ask for or demand damages from the Grantor for any loss, cost or expense Grantee may sustain as a result of damage to or destruction of said ROADWAY and WALKWAY, if the same be attributable in whole or in part to the fault, failure or negligence of the Grantor, its officers, contractors, agents or employees.
- (b) Grantee hereby assumes all risk of and shall and hereby does indemnify Grantor and save it harmless from all loss, including legal costs or expenses and from all liability, damage or injury to property or persons (including personal injuries resulting in death) arising out of, caused by, incurred during or in any way connected with the construction, maintenance, operation, repair, reconstruction and/or removal of said ROADWAY and WALKWAY and of and from all detriment, damage, loss, claim, demands, sums and expenses connected with such loss, damage or injury, whether the loss, damage or injury result to or be sustained by (i) officers, contractors, agents or employees of the Grantee or Grantor, or (ii) any other persons, firms or corporations, if the same be attributable in whole or in part to the fault, failure or negligence of the Grantee, its officers, contractors, agents or employees.

Grantee, prior to the commencement of any construction, reconstruction, repair, replacement, maintenance or other work in, over, upon or under the subject premises, shall furnish Grantor, Certificate of Insurance satisfactory to the Grantor, certifying that a policy or policies of insurance have been issued in accordance with the following requirements. The certificate shall state that, in the event of cancellation or material change, ten (10) days' prior written notice will be given to the Grantor.

Grantee shall provide, at its own cost and expense, Public Liability insurance, including Contractual Liability, coverage for Underground Damage ("U" hazard), and Completed Operations, with

Grantor named as an additional insured, with minimum limits of \$500,000 each occurrence for Bodily Injury, and \$100,000 each occurrence for Property Damage.

This conveyance is made subject to any and all liens, encumbrances, conditions, restrictions and/or reservations subject to or under which the Grantor holds said premises or any portion thereof and without warranty of title of any kind.

Grantee assumes all risk of damage to its ROADWAY and WALKWAY from electrolysis or from any other cause by reason of Grantor's use of the subject premises for the purposes of its existing or future electric or gas transmission and/or distribution lines, as hereinabove provided for.

The covenants and conditions herein shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Instrument to be duly executed under seal on the date written above.

NIAGARA MOHAWK POWER CORPORATION

By: 

Vice President
Darlene D. Kerr

LEYBOLD INFICON, INC.

By: 

Title: President and CEO

9003702.CT

Rev. #2

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

On this _____ day of May, 1990, before me personally came Darlene D. Kerr, to me known, who, being by me duly sworn, did depose and say that she resides at the Town of Onondaga, New York, that she is a Vice President of NIAGARA MOHAWK POWER CORPORATION, the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name thereto by like order.

Walter H. Massey
Notary Public

WALTER H. MASSEY
Notary Public, State of New York
No. 4947032
Qualified in Onondaga County
Commission Expires February 13, 1991

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

On this 10th day of May, 1990, before me personally came James L. Brissenden, to me known, who, being by me duly sworn, did depose and say that he resides at 34 Cross Road, Dewitt, New York, New York; that he is President and CEO of LEYBOLD INFICON INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Shirley B. Laplante
Notary Public

SHIRLEY B. LAPLANTE
Notary Public in the State of New York
Qualified in Onondaga County No. 4904244
My Commission Expires August 31, 1991

EXHIBIT "A"

The following conditions are to be performed and/or maintained by the Grantee to fulfill the obligations specified as an integral part of the granted easement:

- o No men or equipment or combination thereof shall come closer than fifteen (15) feet to any energized conductor. Equipment which is operated in the direct vicinity of the overhead lines shall be effectively grounded.
- o Equipment which has the capability of extending within the wire clear zone established above shall have a warning sign attached identifying the potential hazard.
- o No equipment utilized in site preparation grading, etc. shall be operated within ten (10) feet of any transmission line supporting structure.
- o There shall be no changes in grade within the Right-of-Way unless approved by Grantor.
- o All spoil not used to backfill the excavation shall be removed from the Right-of-Way.
- o There shall be no blasting on the Right-of-Way.
- o The site preparation procedures shall include no activities which cause material to flow off of the Right-of-Way.
- o No activities shall be permitted which compromise the electrical or structural integrity of the overhead transmission facilities.
- o No activities shall be permitted which prevent or inhibit Grantor from exercising reasonable ingress and egress along the Right-of-Way.
- o Grantor reserves the right to review any construction drawings and specifications as well as review and inspect the activities being carried on with Right-of-Way.
- o Markers shall be placed on each side of the Right-of-Way locating the buried facilities.
- o There shall be no excavation under the overhead lines within 15 feet of the nearest wood member or guy anchor and/or 25 feet of the nearest steel member of a transmission line supporting structure.
- o No structures of any kind shall be constructed on the Right-of-Way.

- o The Superintendent Area Transmission and Distribution shall be notified in writing ten (10) days before any work is started on the Right-of-Way. The address is:

SUPERINTENDENT T & D
NIAGARA MOHAWK POWER CORPORATION
ELECTRIC OPERATIONS HEADQUARTERS
300 Erie Boulevard West
Syracuse, New York 13202
Attn: J. Beaver
(315) 428-5311

CERTIFICATE OF INSURANCE

02/16/90

PRODUCER

Alexander & Alexander Inc.
2200 Oliver Building
535 Smithfield Street
Pittsburgh, PA
15222
PHONE 412-562-1511

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

INSURED

Leybold Inficon, Inc.
Tony Sklaney, VP
6500 Fly Road
E. Syracuse, NY
13051

COMPANY LETTER A Federal Insurance Company

COMPANY LETTER B

COMPANY LETTER C

COMPANY LETTER D

COMPANY LETTER E

> COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFF DATE | POLICY EXP DATE | ALL LIMITS IN THOUSANDS | |
|--------|--|---------------|-----------------|-----------------|----------------------------------|---|
| | GENERAL LIABILITY | | | | GENERAL AGGREGATE | 2000 |
| A | <input checked="" type="checkbox"/> COMMERCIAL GEN LIABILITY | 3518-28-47 | 10/01/89 | 10/01/90 | PRODS-COMP/OPS AGG. | 1000 |
| | <input type="checkbox"/> [] CLAIMS MADE [X] OCC. | | | | PERS. & ADVG. INJURY | 1000 |
| | <input type="checkbox"/> OWNER'S & CONTRACTORS PROTECTIVE | | | | EACH OCCURRENCE | 1000 |
| | <input checked="" type="checkbox"/> Contractual Liab. | | | | FIRE DAMAGE (ANY ONE FIRE) | |
| | <input type="checkbox"/> [] | | | | MEDICAL EXPENSE (ANY ONE PERSON) | |
| | AUTOMOBILE LIAB | | | | CSL | |
| | <input type="checkbox"/> ANY AUTO | | | | BODILY INJURY (PER PERSON) | |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | BODILY INJURY (PER ACCIDENT) | |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | PROPERTY | |
| | <input type="checkbox"/> HIRED AUTOS | | | | | |
| | <input type="checkbox"/> NON-OWNED AUTOS | | | | | |
| | <input type="checkbox"/> GARAGE LIABILITY | | | | | |
| | <input type="checkbox"/> [] | | | | | |
| | EXCESS LIABILITY | | | | EACH OCC | AGGREGATE |
| | <input type="checkbox"/> UMBRELLA FORM | | | | | |
| | <input type="checkbox"/> OTHER THAN UMBRELLA FORM | | | | | |
| | WORKERS' COMP AND EMPLOYERS' LIAB | | | | STATUTORY | EACH ACC DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE |
| | OTHER | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Certificate Holder is Named Additional Insured in connection with lease agreement to Leybold Inficon, Inc.

> CERTIFICATE HOLDER

Niagara Mohawk Power Corp.
ATTN: Charles Tucker
300 Erie Boulevard, West
Syracuse, NY
13202

CANCELLATION

- = SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT
- = FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

= AUTHORIZED REPRESENTATIVE

Charles Tucker

ACORD 25-8 (3/88)

CERTIFICATE OF INSURANCE

02/16/90

PRODUCER

Alexander & Alexander Inc.
2200 Oliver Building
535 Smithfield Street
Pittsburgh, PA
15222
PHONE 412-562-1511

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

INSURED

Leybold Inficon, Inc.
Tony Sklaney, VP
6500 Fly Road
E. Syracuse, NY
13051

COMPANY LETTER A Federal Insurance Company

COMPANY LETTER B

COMPANY LETTER C

COMPANY LETTER D

COMPANY LETTER E

> COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFF DATE | POLICY EXP DATE | ALL LIMITS IN THOUSANDS | |
|--------|---|---------------|-----------------|-----------------|----------------------------------|-----------|
| | GENERAL LIABILITY | | | | GENERAL AGGREGATE | 2000 |
| A | <input checked="" type="checkbox"/> COMMERCIAL GEN LIABILITY | 3518-28-47 | 10/01/89 | 10/01/90 | PRODS-COMP/OPS AGG. | 1000 |
| | <input type="checkbox"/> [] CLAIMS MADE <input checked="" type="checkbox"/> OCC. | | | | PERS. & ADVG. INJURY | 1000 |
| | <input type="checkbox"/> OWNER'S & CONTRACTORS PROTECTIVE | | | | EACH OCCURRENCE | 1000 |
| | <input checked="" type="checkbox"/> Contractual Liab. | | | | FIRE DAMAGE (ANY ONE FIRE) | |
| | <input type="checkbox"/> | | | | MEDICAL EXPENSE (ANY ONE PERSON) | |
| | AUTOMOBILE LIAB | | | | CSL | |
| | <input type="checkbox"/> ANY AUTO | | | | BODILY INJURY (PER PERSON) | |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | BODILY INJURY (PER ACCIDENT) | |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | PROPERTY | |
| | <input type="checkbox"/> HIRED AUTOS | | | | | |
| | <input type="checkbox"/> NON-OWNED AUTOS | | | | | |
| | <input type="checkbox"/> GARAGE LIABILITY | | | | | |
| | <input type="checkbox"/> | | | | | |
| | EXCESS LIABILITY | | | | | |
| | <input type="checkbox"/> UMBRELLA FORM | | | | EACH OCC | AGGREGATE |
| | <input type="checkbox"/> OTHER THAN UMBRELLA FORM | | | | | |
| | WORKERS' COMP AND EMPLOYERS' LIAB | | | | STATUTORY | |
| | OTHER | | | | EACH ACC | |
| | | | | | DISEASE-POLICY LIMIT | |
| | | | | | DISEASE-EACH EMPLOYEE | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Certificate Holder is Named Additional Insured in connection with lease agreement to Leybold Inficon, Inc.

> CERTIFICATE HOLDER

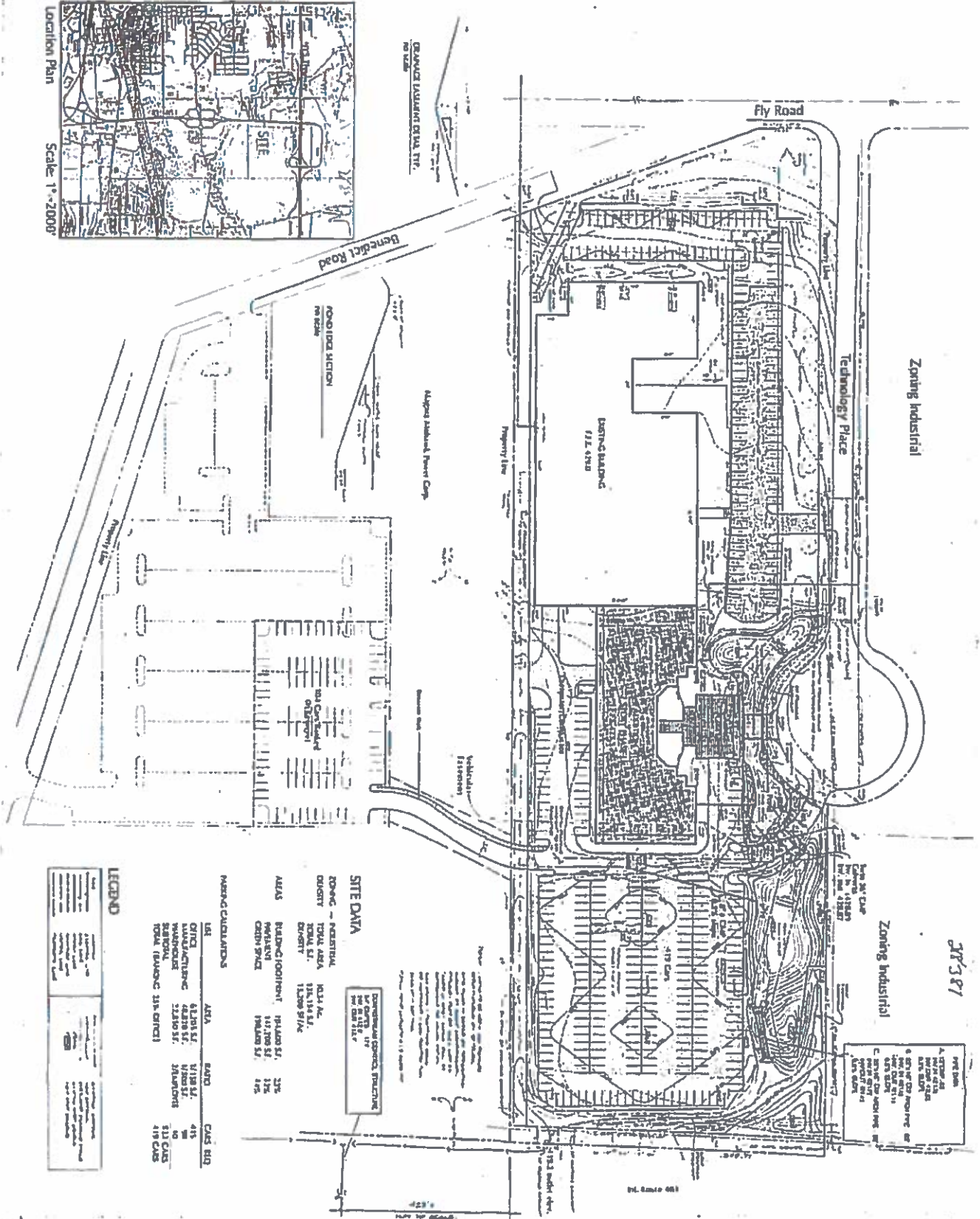
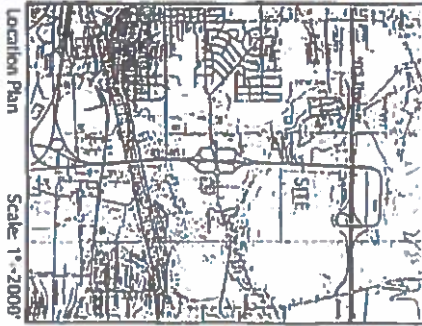
Niagara Mohawk Power Corp.
ATTN: Charles Tucker
300 Erie Boulevard, West
Syracuse, NY
13202

CANCELLATION

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■ AUTHORIZED REPRESENTATIVE

ACORD 25-8 (3/88)



LEGEND

| | |
|---------------------|---------------------|
| Site Boundary | Property Line |
| Existing Building | New Building |
| Parking Lot | Access Road |
| Utility Lines | Water Main |
| Storm Sewer | Sanitary Sewer |
| Electric Lines | Gas Lines |
| Telephone Lines | Cable TV Lines |
| Other Utility Lines | Other Utility Lines |

SITE DATA

| | |
|------------------------|------------|
| ZONING | INDUSTRIAL |
| DENSITY | 1.0 |
| TOTAL AREA | 10.15 AC. |
| NET AREA | 11.15 AC. |
| BLDG. FOOTPRINT | 11.15 AC. |
| PARKING | 11.15 AC. |
| ACCESS | 11.15 AC. |
| UTILITIES | 11.15 AC. |
| OTHER | 11.15 AC. |

MANUFACTURING

| | | | |
|-----------------------|-------------|--------------|------------------|
| USE | AREA | RATIO | CARS BLDG |
| OFFICE | 61,101 SF | 1/18 SF | 415 |
| MANUFACTURING | 44,818 SF | 1/18 SF | 28 |
| WAREHOUSE | 22,850 SF | 1/18 SF | 11 |
| TOTAL (MANUFACTURING) | 128,769 SF | 1/18 SF | 419 CARS |

CONSTRUCTION SPECIFICATIONS

| | | | |
|-------------|--------------------|-----------------|-------------|
| ITEM | DESCRIPTION | QUANTITY | UNIT |
| 1 | Excavation | 10,000 | CU YD |
| 2 | Foundation | 10,000 | CU YD |
| 3 | Concrete | 10,000 | CU YD |
| 4 | Reinforcing Steel | 10,000 | CU YD |
| 5 | Roofing | 10,000 | CU YD |
| 6 | Interior Finishes | 10,000 | CU YD |
| 7 | Exterior Finishes | 10,000 | CU YD |
| 8 | Landscaping | 10,000 | CU YD |
| 9 | Utilities | 10,000 | CU YD |
| 10 | Other | 10,000 | CU YD |

SP-1

Environmental Design & Research, P.C.

21850-1





LEYBOLD INFICON

CONTROLLED SITE PLAN





21850-1

21850-1

SITE COMPARABLES EMPLOYED

| | |
|---|--|
|  | Site Sale # 1 Street # 6335 Street Name Fremont Road Village Town/City Manlius County Onondaga State NY Tax Map # 54.-1-2.1, 4.1, 6.1, and 28.1 Use "Inland Port" Seller Donald J. Brang Buyer 3GI Terminals LLC et al. Deed Date 7/1/2013 Recorded 7/2/2013 Book 5243 Page 704 Sale Price \$1,105,000 Price/Acre \$12,054 Price/Sq.Ft. \$0.28 Site Size (Ac.) 91.670 Size (Sq.Ft.) 3,993,145 Zoning Industrial or equivalent Utilities All Public |
|  | Site Sale # 2 Street # 6232 Street Name Fly Road Village Town/City DeWitt County Onondaga State NY Tax Map # 43.-7-17.1 Use Industrial Development Seller Peter J. & John L. Sr. Ciotti Buyer Lawrel Development Co., Inc. Deed Date 5/20/2013 Recorded 5/22/2013 Book 5239 Page 190 Sale Price \$175,000 Price/Acre \$10,843 Price/Sq.Ft. \$0.25 Site Size (Ac.) 16.140 Size (Sq.Ft.) 703,058 Zoning Hi-Tech Utilities All Public |
|  | Site Sale # 3 Street # Street Name Buckley Road Village Town/City Clay County Onondaga State NY Tax Map # 87.-1-23.1 Use Industrial Development Seller Gary Spring Buyer K&M Buckley Road, Inc. Deed Date 12/13/2012 Recorded 12/17/2012 Book 5223 Page 489 Sale Price \$190,000 Price/Acre \$16,972 Price/Sq.Ft. \$0.39 Site Size (Ac.) 11.195 Size (Sq.Ft.) 487,654 Zoning Industrial Utilities All Public |
|  | Site Sale # 4 Street # 6890-690 Street Name Buckley Road Village Town/City Salina County Onondaga State NY Tax Map # 49.-1-4, 5, 6, and 7.1 Use Senior Housing Seller Dakota, LLC Buyer Sisters of St. Francis of the Newm Deed Date 7/25/2012 Recorded 7/27/2012 Book 5207 Page 553 Sale Price \$670,000 Price/Acre \$13,400 Price/Sq.Ft. \$0.31 Site Size (Ac.) 50.000 Size (Sq.Ft.) 2,178,000 Zoning O-2 (Office/Light Industrial) Utilities All |

SITE COMPARABLES EMPLOYED

| | | | | | | | | |
|---|-----------------|-----------------------------------|---------------|----------------------------|--------------|---------|------|-----|
| Site Sale # | 5 | Street # | | Street Name | Morgan Road | Village | | |
|  | Town/City | Clay | County | Onondaga | State | NY | | |
| | Tax Map # | 55.-1-13.1 | Use | Senior Housing | | | | |
| | Seller | Liverpool Central School District | Buyer | Morgan Road Route 31, LLC | | | | |
| | Deed Date | 4/25/2012 | Recorded | 5/1/2012 | Book | 5197 | Page | 768 |
| | Sale Price | \$175,000 | Price/Acre | \$11,994 | Price/Sq.Ft. | \$0.28 | | |
| | Site Size (Ac.) | 14.591 | Size (Sq.Ft.) | 635,584 | | | | |
| | Zoning | RA-100 (Resid/Agr) | | Utilities | All | | | |
| Site Sale # | 6 | Street # | | Street Name | Pottery Road | Village | | |
|  | Town/City | Van Buren | County | Onondaga | State | NY | | |
| | Tax Map # | 55.-8-14.3, 14.4, 14.5, and 14. | Use | Industrial Development | | | | |
| | Seller | AK Schmidt, LLC | Buyer | Ernest J. & Diane E. Pyle | | | | |
| | Deed Date | 1/20/2012 | Recorded | 1/20/2012 | Book | 5187 | Page | 748 |
| | Sale Price | \$135,000 | Price/Acre | \$12,318 | Price/Sq.Ft. | \$0.28 | | |
| | Site Size (Ac.) | 10.960 | Size (Sq.Ft.) | 477,418 | | | | |
| | Zoning | Industrial B | | Utilities | GWET | | | |
| Site Sale # | 7 | Street # | | Street Name | Ridings Road | Village | | |
|  | Town/City | Dewitt | County | Onondaga | State | NY | | |
| | Tax Map # | 023.-06-20.0 | Use | Industrial Land | | | | |
| | Seller | Graphic Drive Partnership | Buyer | Jack Terrell | | | | |
| | Deed Date | 6/22/2011 | Recorded | 6/24/2011 | Book | 5165 | Page | 671 |
| | Sale Price | \$150,000 | Price/Acre | \$18,868 | Price/Sq.Ft. | \$0.43 | | |
| | Site Size (Ac.) | 7.950 | Size (Sq.Ft.) | 346,302 | | | | |
| | Zoning | Industrial | | Utilities | All | | | |
| Site Sale # | 8 | Street # | 4683 | Street Name | Wetzel Road | Village | | |
|  | Town/City | Clay | County | Onondaga | State | NY | | |
| | Tax Map # | 82.-1-1 | Use | Substation Site | | | | |
| | Seller | Thomas J. Astafan | Buyer | Niagara Mohawk Power Corp. | | | | |
| | Deed Date | 12/16/2010 | Recorded | 12/21/2010 | Book | 5149 | Page | 120 |
| | Sale Price | \$125,000 | Price/Acre | \$9,198 | Price/Sq.Ft. | \$0.21 | | |
| | Site Size (Ac.) | 13.590 | Size (Sq.Ft.) | 591,980 | | | | |
| | Zoning | I-1 (light industrial) | | Utilities | All Public | | | |

ATTACHMENT C

617.20
Appendix B
Short Environmental Assessment Form

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

| | | | |
|--|--|------------|------------|
| Part 1 - Project and Sponsor Information | | | |
| Name of Action or Project: | | | |
| Project Location (describe, and attach a location map): | | | |
| Brief Description of Proposed Action: | | | |
| Name of Applicant or Sponsor: | | Telephone: | |
| | | E-Mail: | |
| Address: | | | |
| City/PO: | | State: | Zip Code: |
| 1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2. | | | NO |
| | | | YES |
| 2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: | | | NO |
| | | | YES |
| 3.a. Total acreage of the site of the proposed action? _____ acres | | | |
| b. Total acreage to be physically disturbed? _____ acres | | | |
| c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres | | | |
| 4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland | | | |

| | | | |
|--|-----------|------------|------------|
| 5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan? | NO | YES | N/A |
| | | | |
| | | | |
| 6. Is the proposed action consistent with the predominant character of the existing built or natural landscape? | NO | YES | |
| | | | |
| 7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____ _____ | NO | YES | |
| | | | |
| 8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation service(s) available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action? | NO | YES | |
| | | | |
| | | | |
| 9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____ | NO | YES | |
| | | | |
| 10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____ | NO | YES | |
| | | | |
| 11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____ | NO | YES | |
| | | | |
| 12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places? b. Is the proposed action located in an archeological sensitive area? | NO | YES | |
| | | | |
| 13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____ | NO | YES | |
| | | | |
| | | | |
| 14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input type="checkbox"/> Suburban | | | |
| 15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? | NO | YES | |
| | | | |
| 16. Is the project site located in the 100 year flood plain? | NO | YES | |
| | | | |
| 17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input type="checkbox"/> NO <input type="checkbox"/> YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: <input type="checkbox"/> NO <input type="checkbox"/> YES _____ _____ | NO | YES | |
| | | | |
| | | | |

| | | |
|---|-----------|------------|
| 18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____ _____ | NO | YES |
| 19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____ _____ | NO | YES |
| 20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____ _____ | NO | YES |
| I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: _____ Date: _____ Signature: _____ | | |

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept “Have my responses been reasonable considering the scale and context of the proposed action?”

| | No, or small impact may occur | Moderate to large impact may occur |
|--|---|--|
| 1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations? | | |
| 2. Will the proposed action result in a change in the use or intensity of use of land? | | |
| 3. Will the proposed action impair the character or quality of the existing community? | | |
| 4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)? | | |
| 5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway? | | |
| 6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities? | | |
| 7. Will the proposed action impact existing: a. public / private water supplies? b. public / private wastewater treatment utilities? | | |
| 8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources? | | |
| 9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)? | | |

| | No, or small impact may occur | Moderate to large impact may occur |
|---|---|--|
| 10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems? | | |
| 11. Will the proposed action create a hazard to environmental resources or human health? | | |

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

ATTACHMENT D

Niagara Mohawk Power Corporation d/b/a National Grid
Inficon Easement Grant
Proposed Accounting for Grant of Land Rights

| | |
|--|---------------------------|
| Sales Proceeds | \$18,100.00 |
| Costs Adjustment based on expenses to date | < 0.00 > |
| Net Proceeds over costs-Grant of Land Rights | <u><u>\$18,100.00</u></u> |

| | FERC Account | GL Account | PowerPlant Account | Debit | Credit |
|--|-----------------|---------------|-----------------------|--------------------|--------------------|
| Oth A/R-Misc | 143 | 1430040 | | \$18,100.00 | |
| SIR Expenditures Deferred Electric <i>To record sales price</i> | 254 | 2540586 | | | \$18,100.00 |
| Cash | 131 | 1310000 | | 18,100.00 | |
| Oth A/R-Misc <i>To record receipt of Cash</i> | 143 | 1430040 | | | 18,100.00 |
| Totals | | | | \$36,200.00 | \$36,200.00 |