

DEED OF CONSERVATION EASEMENT
The Nature Conservancy's East Branch of Fish Creek Conservation
Area

This Indenture, made this 9th day of February, 2006,
between The Nature Conservancy, Inc., a District of Columbia non-
profit corporation with a principal address at 4245 North Fairfax
Drive, Arlington, VA, 22203 and maintaining a chapter office at
Central and Western New York Chapter, 1048 University Avenue,
Rochester, NY, 14607 (hereinafter the "Grantor") and The People
of the State of New York, by and through their Commissioner of
Environmental Conservation, 625 Broadway, Albany, NY, 12233
(hereinafter the "Grantee").

WHEREAS, the Grantor is the owner of certain real property
hereinafter more fully described in Addendum "A" attached hereto
and by reference incorporated herein, and hereinafter referred to
as the Protected Property; and

WHEREAS, the Protected Property is shown on a map designated
as the N.Y.S.D.E.C. Map No. 11,854 and entitled MAP OF LANDS TO
BE SUBJECT TO A CONSERVATION EASEMENT KNOWN AS "THE PROTECTED
PROPERTY" ALONG THE EAST BRANCH OF FISH CREEK, NORTH OF THE
FORMER GLENFIELD & WESTERN RAILROAD, TO BE ACQUIRED PURSUANT TO
SECTION 3-0305 OF THE ENVIRONMENTAL CONSERVATION LAW prepared by
Mark T. Effley, N.Y.S.P.L.S. No. 50537 dated March 2, 2005 and
recorded December 20, 2005 in the Lewis County Clerk's Office in
File No. M2005-00135.

WHEREAS, the Legislature of the State of New York has
declared the public policy of the State to be conservation,
preservation and protection of its environmental assets and
natural and man-made resources, and in furtherance thereof, has
enacted Article 49, Title 3 of the Environmental Conservation Law
to provide for and encourage the limitation and restriction of
development and use of real property through conservation
easements; and

WHEREAS, the Protected Property has not been subject to any
extensive development, has historically been managed for the
production of timber, and in its present condition contributes
substantially to the economic, environmental, and social well-



being of the Tug Hill region of the State of New York; and

WHEREAS, the Grantor and Grantee recognize that economic uses, primarily relating to commercial production of sawlogs and fiber; maintenance of environmental health; and ongoing recreational use by the public are substantially compatible multiple uses of the Protected Property; and

WHEREAS, the Protected Property is an intact, undeveloped landscape that is a mosaic of spruce-fir and northern hardwood forests, numerous and extensive wetlands, and naturally flowing rivers and streams that harbor significant biological diversity and provide important and diverse habitat for wildlife, plants, and ecosystems; and

WHEREAS, the Protected Property contains the headwaters of the East Branch of Fish Creek, which is the source of drinking water for the City of Rome, as well as the headwaters of the Mad River, both of which are considered by the New York Natural Heritage Program to be premier examples of headwater and midreach streams; and

WHEREAS, in view of the foregoing and pursuant to the provisions of the aforementioned Article 49 of the Environmental Conservation Law, the Grantee has determined it to be desirable and beneficial and has requested the Grantor, for itself and its successors and assigns, to grant a Conservation Easement to the Grantee in order to limit the future development of the Protected Property while encouraging compatible uses consistent with the statement of purposes of the grant below; and

WHEREAS, the provisions of this Conservation Easement are consistent with the open space conservation goals and objectives established under the Forest Legacy Program in Section 1217 of Title XII of the Food, Agriculture, Conservation and Trade Act of 1990 (16 USC Section 2103c) which was created "to protect environmentally important forest lands threatened with conversion to non-forest uses," and

WHEREAS, the Grantor has confirmed that the provisions of this Conservation Easement are consistent with the conservation goals and objectives established under the Grant Agreement Number 98210-3-G656 dated September 25, 2003 between the U.S. Fish and Wildlife Service (Service) and the Grantor.

NOW THEREFORE, for and in consideration of Six Hundred Fifty-One Thousand Five Hundred and 00/100 Dollars (\$651,500.00) lawful money of the United States paid by the Grantee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, conveys and releases to the Grantee and its successors forever for the benefit of the Grantee, a



Conservation Easement in perpetuity in, on, over, under, and upon the Protected Property consisting of entry, inspection, limited public recreational access and use, and relinquishment of certain development and use rights, all as hereinafter more fully described.

The Grantor, however, reserves to itself and its successors and assigns the rights hereinafter more fully set forth in the Section captioned RESERVED RIGHTS along with all rights as fee owner, including the right to use the Protected Property for all purposes not inconsistent with this Conservation Easement.

PURPOSE OF THE GRANT

Grantor, its agents, assigns and successors-in-interest, and Grantee acknowledge the Purposes of this Conservation Easement are:

1). To protect in perpetuity the conservation values of the Protected Property, including native flora and fauna and the ecological processes that support them, diverse forest types and conditions, soil productivity, biological diversity, water quality, wetlands, riparian and aquatic habitats, and scenic values; and to prevent any use of the Protected Property that will significantly impair or interfere with these conservation values.

2). To encourage the long term, professional management of forest resources, ecological communities, and native plant and animal habitats, and to assure that management and harvesting of timber resources is undertaken in a biologically and economically sustainable manner that minimizes impacts on the Protected Property's conservation values.

3). To provide opportunities for public recreation in a manner that is consistent with the forest management and resource conservation purposes outlined above.

DEFINITIONS

As used in this Conservation Easement, the following terms shall have the following definitions:

1). "Motor Vehicle" means any vehicle that is propelled by any power other than muscular power, provided that motor vehicle does not include snowmobiles, all terrain vehicles, or mechanized aids for persons with disabilities.

2). "Public recreational vehicle" means a motor vehicle manufactured primarily for recreational use but, for the purposes of this Easement, shall not include all terrain vehicles.

3). "Snowmobile" means a self-propelled vehicle designed for



traveling on snow or ice, steered by skis, runners, or tracks and supported in whole or part by one or more skis, cleats, or tracks.

4). "All terrain vehicle" means any self-propelled, motorized vehicle which is manufactured for sale for operation primarily on off-highway trails or off-highway competitions and only incidentally operated on public highways providing that such vehicle does not exceed seventy inches in width, or one thousand pounds dry weight.

5). "Mechanized aid for persons with disabilities" means a mobility assistance device, powered by muscular or electrical means, that is specifically designed to transport a person with a disability, provided that such devices do not include snowmobiles or all terrain vehicles.

6). "Forestry use structure" means any non-residential barn, shed, garage, or administrative building customarily incidental and subordinate to forestry use activities.

AFFIRMATIVE RIGHTS

The parties, their assigns and successors-in-interest, agree that the following Affirmative Rights shall apply to the Protected Property:

1). Prohibit Certain Uses and Development. Grantor grants to Grantee the right to prohibit residential, commercial, industrial, and agricultural uses and development on the Protected Property that are inconsistent or incompatible with the purposes of this Easement.

(a). Structures. Except as specifically permitted by the terms of this Conservation Easement no structures shall be constructed or placed in, on, over or upon the Protected Property. For the purposes of this Conservation Easement the term "structure" shall be defined as broadly as possible, and shall include but not be limited to any building, facility, edifice, or man-made development of any kind or nature, whether of a permanent or temporary nature, including but not limited to: any residence, commercial or industrial building, tower, antenna, mobile home, bridge, dock, utility, pavilion, fence, sign, billboard or other advertising material, outhouse and other sanitary facility, bunkhouse, lean-to, camp or cabin. Both Grantor and Grantee may erect signs, gates, fences, or other barriers as may be necessary to carry out their rights and obligations hereunder, provided that all signs, gates, fences, and barriers installed by Grantor or Grantee shall conform to the Forest Management Plan or the Recreation Management Plan.

2. Prohibited Uses.

(a). Except as specifically permitted by the terms of this



Conservation Easement, no residential, commercial, agricultural, or industrial activities of any kind shall be permitted on the Protected Property.

(b). No Forest Management Activities shall be conducted on the Protected Property except in strict compliance with the Grantor's Reserved Rights section of this Conservation Easement.

3). Public Recreation Use. The Grantor grants to the Grantee, its successors and assigns, the following rights of public access for recreational purposes over the Protected Property:

(a). Public access is permitted by foot, bicycle, or other non-motorized means, including hiking, snowshoeing, cross-country skiing, and mechanized aids for persons with disabilities. The use of horses or other similar animals for riding or transportation of supplies is permitted only at the sole discretion of the Grantor.

(b). Public access is permitted by canoe or other non-motorized waterborne travel by the public on streams or bodies of water crossing or situated on the Protected Property.

(c). The right to construct and maintain trails for foot, bicycle, or other non-motorized means of travel by the public; to construct and maintain new parking lots; to install and maintain improvements such as informational kiosks, bridges, boardwalks, designated campsites, lean-tos, outhouses, wildlife viewing platforms and interpretive signage designed to facilitate public recreational uses; and to manage the fish and wildlife resources on the Protected Property in accordance with generally accepted standards for the long term use and benefit of the public, provided that such trails, parking lots, improvements, and fish and wildlife management activities are provided for in Grantee's Public Recreation Plan or have been otherwise approved in writing by Grantor. The Grantee may install trail signage designating the specific types of motorized and/or non-motorized recreational uses that are allowable on each designated trail. Any timber removed by the construction of these roads, trails, or parking lots shall belong to the Grantor.

(d). Camping by the public is permitted in the same manner as provided in regulations governing State Forest lands, as such regulations may be revised over time.

(e). On-site use of firewood by the public is permitted to build fires for cooking, warmth, or smudge, provided that firewood may be gathered from dead and downed trees only. Open fires will be regulated in the same manner as on other State Forest lands.

(f). Fishing by the public is permitted in accordance with established New York State seasons, applicable rules and regulations and the RESERVED RIGHTS section of this Conservation Easement.



(g). Hunting by the public is permitted within the "Public Hunting Access" areas as shown on "Map of Lands To Be Subject To a Conservation Easement, Map Number 11,854 and dated March 2, 2005," which map is incorporated herein by reference, in accordance with established New York State seasons, applicable rules and regulations and the RESERVED RIGHTS section of this Conservation Easement.

4). Public Recreation Plan. As set forth in the TERMS AND CONDITIONS Section of this Conservation Easement, Grantee will prepare a Public Recreation Plan, which will address the allowed uses by the public of the Protected Property. Such plan shall incorporate only the rights and privileges herein granted to the public unless others are agreed upon by the Grantee and Grantor.

5). Public Motorized Access.

(a). In order to facilitate public recreational use, the Grantor grants to the Grantee the following permanent rights of public access by motor vehicle (but not by all terrain vehicles), all as shown on "Map of Lands To Be Subject To a Conservation Easement, Map Number 11,854 and dated March 2, 2005," which map is incorporated herein by reference:

(i). access along the "G&W Road" including the right to construct public parking areas adjacent to the "G&W Road";

(ii). access, for a distance of approximately three thousand two hundred (3,200) feet, along an existing road that begins at the "G&W Road" and terminates at the East Branch of Fish Creek;

(iii). access, for a distance of one thousand (1,000) feet beginning at the "G&W Road," along an existing road located between the "East Branch of Fish Creek" and "Sevenmile Creek";

(iv). access, for a distance of approximately five thousand eight hundred (5,800) feet beginning at the "G&W Road," along the existing "Hydrant Road";

(v). the right to construct a public parking area where the "Maple Ridge Road" intersects the northern boundary of the Protected Property;

(vi). in the event that Grantee determines that public or administrative access to the Protected Property from the "G&W Road" as it is located in the Town of Osceola is for any reason whatsoever no longer available, then upon ten (10) days notice by Grantee to Grantor of such occurrence, Grantee shall henceforth have the right to construct a motorized access road on the Protected Property that would connect the "G&W" and



"Hydrant" Roads; and

(vii). to the extent that Grantor currently has legal access across an existing road to the Protected Property from the "Salmon River Road" or if Grantor ever acquires such access in the future, Grantee shall have the right to allow for public motorized access along such existing road and extending for a distance of one thousand (1,000) feet into the Protected Property.

(b). Grantor, at its sole discretion, may approve additional motor vehicle access corridors on the Protected Property, provided that such corridors shall be specifically identified in the Public Recreation Plan.

(c). Only those motorized access corridors which have been designated in the Public Recreation Plan and which have been specifically marked for the type of motorized vehicular travel permitted shall be available for public recreational vehicles. The Grantee is responsible for all necessary signs indicating the specific corridors which may be opened for public motorized access and the type of motorized access (e.g. motor vehicle, snowmobile, etc.) permitted upon said specific corridors. In addition, the motorized public access provided herein is subject to the RESERVED RIGHTS of Grantor, including the right to close motorized access corridors to public use in the manner and for the reasons specifically provided for in the RESERVED RIGHTS section of this Conservation Easement, as long as an acceptable alternative route is available. The motorized public access provided herein is not intended to result in the creation of public highways, as defined in the New York Vehicle and Traffic Law, on the Protected Property.

6). Use of On-Site Sand and Gravel. The Grantor grants to the Grantee the right to use on-site sand and gravel in furtherance of Grantee's AFFIRMATIVE RIGHTS under this Conservation Easement, subject to the approval of Grantor with regard to the location from which said sand and gravel may be removed, which approval shall not be unreasonably withheld; and subject to the TERMS AND CONDITIONS relating to sand and gravel extraction.

7). Emergency Actions. Grantor grants to Grantee, its successors and assigns, the right to take any emergency action necessary to preserve the Protected Property and protect the public health in response to natural disaster, environmental hazard, or threats to human safety. To the extent practicable, the Grantor shall be immediately notified and consulted with regard to any such emergency action.

8). Right to Enter. The Grantor grants to the Grantee the right to enter the Protected Property at all reasonable times and for the purpose of:



(a). Inspecting the Protected Property to determine if the Grantor is complying with the covenants and purposes of this Conservation Easement;

(b). Marking boundary lines;

(c). Emergency actions;

(d). Enforcing the terms of the Conservation Easement; and

(e). Law enforcement and taking any and all legal actions with respect to the Protected Property as may be necessary or appropriate to remedy or abate violations hereof.

9). Administrative Access. The Grantor grants to the Grantee the right to utilize motor vehicles, all terrain vehicles, snowmobiles, or any other means of motorized or non-motorized transportation on the Protected Property to administer its rights and responsibilities under this Conservation Easement. This right is not subject to the requirement that a particular road or corridor be marked for a specific type of public motorized access.

10). Keys. Grantor shall provide Grantee with all keys and/or lock combinations to all gates erected on the Protected Property for the purpose of access by Grantee for administrative and enforcement purposes related to this Conservation Easement.

DECLARATION OF RESTRICTIONS

Grantor grants to the Grantee the right to protect the Protected Property in accordance with the terms set forth in this Conservation Easement. The parties, their assigns and successors-in-interest, agree that the following restrictions shall apply to the Protected Property in perpetuity:

1). Forest Management Activities. No Forest Management Activities shall be permitted except as provided for in the RESERVED RIGHTS and TERMS AND CONDITIONS Sections hereof.

2). Structures. No structures shall be constructed or placed in, on, over, under or upon the Protected Property except as otherwise provided in this Conservation Easement. For the purposes of this Conservation Easement, the term "structure" shall be defined as broadly as possible, and shall include but not be limited to any building, facility, edifice, or man-made development of any kind or nature, whether of a permanent or temporary nature, including but not limited to: any residence, commercial or industrial building, tower, antenna, mobile home, bridge, dock, utility, pavilion, fence, sign, billboard or other advertising material, outhouse and other sanitary facility, bunkhouse, lean-to, camp or cabin. Both Grantor and Grantee may erect signs, gates, fences, or other barriers as may be



necessary to carry out their rights and obligations hereunder, provided that all signs, gates, fences, and barriers installed by Grantor or Grantee shall conform to the Public Recreation Plan and the Forest Management Plan.

3). Subdivision. Subdivision of the Protected Property is prohibited, with the exception that Grantor shall have the right to subdivide the Protected Property only for the sole purpose of conveying additional lands to Grantee. The conveyance to a third party, other than the Grantee, of any and all recreational rights retained by Grantor pursuant to this Conservation Easement shall constitute a subdivision and is prohibited. The correction of a boundary line location, the maintenance of existing recreational leases, or the creation of new leases shall not constitute a subdivision for purposes of this provision.

4). Chemical Applications. No application of chemicals, including but not limited to pesticides, insecticides, fungicides, rodenticides, and herbicides, shall be allowed except as provided in the TERMS AND CONDITIONS Section.

5). Waste Disposal. No dumping or storing of ashes, sawdust, noncomposted organic waste (excepting organic logging debris), "offsite" sewage or garbage, scrap material, sediment discharges, oil and its by-products, leached compounds, toxic fumes, or any other unsightly or offensive material shall be allowed in, on, over, under or upon the Protected Property, except as provided in the RESERVED RIGHTS Section.

6). Motorized Vehicles. No motor vehicles, all terrain vehicles, or snowmobiles, including off-road or off-trail use, shall be operated on the Protected Property by Grantor, its agents, lessees, or assigns, except as they may be used to carry out general property administration, natural resource and forest management activities, ecological monitoring, fire protection, or other emergency needs, and for the furtherance of Grantor's Reserved Rights. This restriction does not impair the public access rights provided for herein, or access rights enjoyed by Grantor as a member of the public, or any of Grantee's access rights described in this Conservation Easement.

7). Exterior Lighting. No permanent exterior artificial illumination shall be employed on the Protected Property without prior written consent of the Grantee, except as is reasonably required for enjoyment of the Reserved Rights by the Grantor.

8). Commercial Activities. No residential, commercial, agricultural, or industrial activities of any kind shall be permitted on the Protected Property other than those specifically provided for in this Conservation Easement.



9). Utilities. Except as may be specifically permitted in the RESERVED RIGHTS Section or pursuant to Environmental Conservation Law Section 49-0307 or its successor, no new telephone, telegraph, cable television, electric, gas, water or sewer, or other utility lines shall be routed over, under, in, on, upon, or above the Protected Property.

10). Mining. No mining will be conducted and no minerals, gas, or oil will be extracted from the Protected Property, except that the on-site use of sand and gravel as provided for in the AFFIRMATIVE RIGHTS and RESERVED RIGHTS Sections of this Conservation Easement will be permitted, subject to any applicable laws and governmental regulation.

11). Non-Native Species. No non-native species, defined as species which are not native to the northeastern region of the United States, and no genetically modified or replicated organisms, shall be planted, introduced, released, or broadcast by the Grantor on the Protected Property unless such action has been approved in writing by the Grantee.

12). Drainage. The Protected Property shall not be used in any way that adversely affects drainage, flood control, water conservation, fish or wildlife habitat preservation, erosion control, or soil conservation, except as hereinafter provided in the RESERVED RIGHTS Section. No construction of dams or impoundments, manipulation of water levels in streams, rivers or wetlands, or alterations of natural water courses shall be undertaken by the Grantor on the Protected Property, unless such actions have been approved in writing by Grantee.

13). Roads. No roadway or driveway identified as "existing" as shown on the map of the Protected Property may be expanded or extended, nor any new roadways or driveways constructed, on or in the Protected Property, except as provided in the RESERVED RIGHTS, AFFIRMATIVE RIGHTS, and TERMS AND CONDITIONS Sections.

14). Covenant. In addition to covenants to refrain from the foregoing prohibited activities, Grantor covenants that the Protected Property will be used in a way that is consistent with the purposes of this Conservation Easement.

15). Laws. Any land use, subdivision, construction, and development permitted under this Conservation Easement must comply with all applicable local, state and/or federal laws, and the regulations promulgated thereunder.



RESERVED RIGHTS

Notwithstanding the foregoing, the Grantor reserves to itself, its successors, lessees, invitees, contractors, agents, and assigns the following rights with regard to the Protected Property:

1). Use. Grantor reserves the right to perform any act not specifically prohibited or restricted by this Conservation Easement including all rights as fee owner to the Protected Property, and the right to use the Protected Property for all purposes not inconsistent with this Conservation Easement.

2). Reserved Right for Forest Management. Grantor reserves the right to conduct forest management activities, including management actions to maintain the health of forest ecosystems, and commercial activities related to the harvesting and management of timber and other forest products, provided that such forest management activity is in compliance with the provisions of this Conservation Easement.

3). Property Administration Structure. Upon the Protected Property, the Grantor, its successors and assigns, reserves the right to construct, occupy, use, repair, maintain, and improve one structure to support Grantor's administration of the Protected Property, including property oversight, forest management, public recreation management, scientific research, environmental education, and other related non-residential purposes. Such structure shall have a maximum of three thousand (3,000) square feet and shall not be located within one hundred (100) feet of a wetland or stream.

The Grantor reserves the right to exclude from the public recreation rights provided for herein, including the right to post such area as restricted from public use, a five (5) acre area surrounding the allowed property administration structure. Such five (5) acre area shall not be configured in a manner which restricts access on roads or trails which would otherwise be available to the Grantee. The location of the allowed structure and the five (5) acre area shall be subject to the approval of the Grantee. This reservation shall include motorized access to the allowed property administration structure by the most direct, practical route.

4). Recreational Lease Structures. Until December 31, 2016, the Grantor reserves the exclusive right to occupy, let, use, repair, maintain, improve, demolish, replace (such replacements shall not exceed the size of the original structure, or shall not exceed one thousand (1,000) square feet primary dwelling space, whichever is larger), abandon, and vacate the thirteen (13) "hunting, fishing and outdoor recreation camps" which are currently situated on the Protected Property. "Hunting, fishing, and outdoor recreation camps" shall be defined as existing structures, including associated outbuildings, located on the Protected Property for hunting, fishing, and outdoor recreational purposes pursuant to leases granted by the



Grantor. This reservation shall include motorized access to such structures by the most practical direct route and five (5) acres of land surrounding each hunting, fishing and recreation camp. Notwithstanding the above, no later than July 1, 2004, Grantor shall remove any such camps that currently are located within five hundred (500) feet of the East Branch of Fish Creek. Such camps may be destroyed or relocated to another portion of the Protected Property.

5). Recreational Lease Structures. After December 31, 2016, the Grantor reserves the exclusive right to occupy, let, use, repair, maintain, improve, demolish, replace, abandon, and vacate seven (7) hunting, fishing and recreation camps. Each such camp shall not exceed one thousand (1,000) square feet of primary dwelling space, except that any camps existing at such date that are larger than 1,000 square feet of primary dwelling space may be maintained but not expanded.

It shall be the responsibility of the Grantor to remove the six (6) "hunting, fishing and outdoor recreation camps" that must be removed after December 31, 2016. Removal of camps, including any refuse on the Protected Property at that time, shall be completed no later than September 1, 2017 and shall be accomplished by removing camps and associated improvements from the Protected Property and proper disposal in accordance with applicable laws and regulations.

Grantor further reserves the right to exclude from the public recreation rights provided for herein, including the right to post such areas as restricted from public use, a five (5) acre area surrounding each of the hunting, fishing, and outdoor recreation camps reserved herein. The five (5) acre area surrounding each camp shall not be configured in a manner which restricts access on roads or trails which would otherwise be available to the Grantee. The approximate location of the final seven (7) camps and the five (5) acre area surrounding each structure shall be agreed upon by the Grantor and the Grantee. The final location of any structure shall not be allowed within one hundred (100) feet of a wetland or stream and shall be subject to approval of the Grantee, which approval shall not be unreasonably withheld. In cases where multiple Hunting, Fishing, and Outdoor Recreation Camps are located in close proximity to each other, a common area equal to five (5) acres per Camp may be excluded from public use under the terms of this paragraph. This reservation shall include the right of motorized access to said five (5) acre parcel by the most practical direct route. Lessees of hunting, fishing and outdoor recreation camps as well as invitees of the Grantor can only recreate on the Protected Property subject to the same opportunities provided for the public, notwithstanding their exclusive rights on the five (5) acre hunting, fishing and outdoor recreation sites, and notwithstanding their rights to use ATV's and other motor vehicles during the hunting season as referenced in Paragraph thirteen (13) below.



Any relocated hunting, fishing, and outdoor recreation camp must be constructed and located in a manner which is in full compliance with federal, state and local laws and regulations. All other provisions of this Conservation Easement shall govern the use and occupancy of the relocated hunting, fishing, and outdoor recreation camps.

6). Hunting and Trapping Rights.

(a). The public shall have the right to hunt only in the "Public Hunting Access" area as shown on "Map of Lands To Be Subject To a Conservation Easement, Map Number 11,854 and dated March 2, 2005," which map is incorporated herein by reference, in accordance with established New York State seasons, applicable rules and regulations and the RESERVED RIGHTS section of this Conservation Easement.

(b). On the remainder of the Protected Property: (i) Grantor retains exclusive hunting rights, subject to applicable laws and regulations, and the right to post hunting boundaries consistent with the hunting rights reserved herein; and (ii) During the period beginning the next to the last Saturday in October and running through the first Sunday in December of each year, Grantor may prohibit any and all public use (or such revised hunting period that may be mutually agreed to by Grantor and Grantee).

(c). Grantor retains exclusive trapping rights over the entire Protected Property.

7). Trails and Roadways. The Grantor reserves the right to use, repair, maintain, improve, correct, upgrade, or otherwise relocate any and all existing forest management activity roads, and associated bridges and culverts. The location of such existing forest management activity roads shall be delineated in the Baseline Documentation. The Grantor also reserves the right to construct new forest management activity roads subject to the TERMS AND CONDITIONS Section of this Conservation Easement. Grantor further reserves the right, at its discretion, to grant temporary permission to adjoining landowners to use forest management activity roads on the Protected Property for access to said adjoining lands, for the exclusive purpose of forest management activities and the hauling of forest products. Any usage of trails and roadways on the Protected Property pursuant to such temporary permission shall be considered usage by the Grantor. Grantor shall notify Grantee prior to exercising this Reserved Right.

8). Gates and Barriers. Grantor reserves the right to install gates or other barriers and otherwise prohibit motorized public access to any roads over which the public has not been granted a right of use pursuant to this Conservation Easement. New roads and trails, including their specific uses, can be made available to the public only through revision of the Public Recreation Plan. In the



event that the Grantor installs any gates on the Protected Property where permitted, the Grantee shall be given a key or combination for all locks for all gates for administrative use by the Grantee, its duly designated officers and employees.

9). Sand and Gravel Mining. The Grantor reserves the right to utilize on-site sand and gravel in accordance with the TERMS AND CONDITIONS of this Conservation Easement.

10). Cutting of Vegetation. Grantor reserves the right to trim, cut, remove, use for on-site firewood, or otherwise dispose of any trees or vegetation in order to implement routine property maintenance, address safety hazards, or maintain existing fire lanes, footpaths, roadways, and utility rights-of-ways. Grantor also reserves the right to control or remove non-woody invasive plant species.

11). Emergency Actions. Grantor reserves the right to take emergency action to preserve and protect Grantor's RESERVED RIGHTS in response to natural disaster, environmental hazards, or threats to human safety. The Grantee shall be immediately notified and consulted relative to any such emergency action.

12). Recreational Uses. Grantor reserves the right to use the recreational rights under the same guidelines and restrictions as the public.

13). Snowmobile and ATV Use.

(a). Recreational Uses. Grantor reserves exclusive recreational snowmobiling and ATV use on the Protected Property, provided that Grantor, its lessees and invitees, may only undertake recreational snowmobile or ATV uses that are also available to the public, at the sole discretion of Grantor, pursuant to the Public Recreation Plan.

(b). Hunting Uses. Notwithstanding paragraph (a) above, on those portions of the Protected Property where Grantor has reserved exclusive hunting rights, Grantor reserves the right for its lessees and invitees to utilize ATVs and snowmobiles associated with hunting activities during the period from the last Saturday in October and running through the first Sunday in December of each year (or such revised exclusive hunting period that may be mutually agreed to by Grantor and Grantee).

(c). Administrative Uses. Notwithstanding paragraph (a) above, Grantor reserves the right to utilize snowmobiles and all terrain vehicles (ATVs) on the Protected Property for administrative purposes, including property management, forest management, and other related activities.



14). Conveyance or Encumbrance. Grantor reserves the right to give, sell, assign, lease, mortgage, or otherwise transfer the Protected Property, subject to the terms and conditions set forth in this Conservation Easement, by operation of law, by deed, or by indenture, subject and subordinate to the terms, conditions, and restrictions of this Conservation Easement.

TERMS AND CONDITIONS

The parties, their assigns and successors-in-interest, agree that the following terms and conditions shall apply to the Protected Property:

1). Forest Management Activities. Grantor reserves the right to conduct forest management activities, including actions to maintain the health of forest ecosystems, and commercial activities related to the harvesting and management of timber and other forest products, provided that such forest management activity: is in compliance with the terms of this Conservation Easement; is in accordance with sound and generally accepted silvicultural standards at the time of harvest; follows a written Forest Management Plan; and is conducted under the supervision of a professional forester possessing a bachelor of science degree in forestry from an educational institution with a forestry curriculum accredited by the Society of American Foresters or other comparable educational standards that may be agreed to by Grantee and Grantor. All harvesting and related activities shall be conducted in accordance with any applicable laws or rules and regulations of any governmental agency having jurisdiction over such activities and the Environmental Conservation Law.

2). Definitions. For the purposes of this Conservation Easement, the following definitions shall apply to the forest management activities allowed herein:

(a). The term "forest management activity" shall mean the management of the Protected Property for forest products including: commercial forest management and harvesting operations (including but not limited to the removal of forest products such as trees, logs, poles, posts, pulpwood, firewood, chips, seeds, pinestraw, stumps, seed cones, shrubs, lesser vegetation, and all sugar maple products); planting of trees in non-forested areas; reforestation, planting, growing, and harvesting forest products and other vegetation; clearing or restoring forest cover damaged or destroyed by fire, water, or natural disaster; selectively pruning or trimming trees, foliage, and other vegetation; harvesting forest products with mechanical equipment and/or with domestic animals; clearing areas necessary for the construction of permitted structures; and maintaining existing fields, meadows, roads, trails, and landings, including the use of culverts, fences, and barriers; and the



application of herbicides, pesticides, fungicides, rodenticides, insecticides, fertilizer, and pH control. "Forest management activity" shall also include cutting and removal of trees from the growing site, and the attendant operation of mobile or portable sawmills or chippers, and of cutting, forwarding, and skidding machinery or such future equipment or technology as shall perform the same or similar tasks, including the creation and use of skid trails, skid roads, and winter haul roads, including associated bridges, culverts, and log yards.

(b). A "clearcut" has occurred when immediately after a timber harvest, including the application of herbicides, on a forested site on the Protected Property greater than two (2) acres, either of the following two conditions exist: (i) the average residual basal area of live trees over one (1) inch in diameter, measured at four and one half (4.5) feet above ground, is less than thirty (30) square feet per acre, or (ii) the average residual basal area of live trees over six (6) inches in diameter, measured at four and one half (4.5) feet above ground, is less than ten (10) square feet per acre. This definition of a clearcut may be modified by mutual written agreement of Grantor and Grantee.

(c). The term "plantation" or "plantation forestry" shall mean a forest stand raised artificially, either by sowing or planting.

3). Forest Management Objectives. All forest management activities undertaken on the Protected Property shall be guided by the following objectives:

(a). Maintaining ecologically healthy and diverse northern hardwood forests, spruce-northern hardwood forests, and associated forest communities comprised of native tree species including red spruce, sugar maple, black cherry, beech, yellow birch, red maple, hemlock, balsam fir, white ash, and other native hardwood and softwood species; and maintaining or creating a balanced forest age class distribution across even-aged stands, or at the Grantor's discretion maintaining uneven-aged stands.

(b). Allowing the Protected Property to be managed as an economically viable investment, including acceptable periodic investment returns in perpetuity; enhancing the overall quality of the timber resource with an emphasis on managing forest stands to maximize the opportunity for sustainable harvesting of high quality sawtimber; assuring regeneration of the forest in both sufficient quantity and quality; and creating an even flow of forest products from the Protected Property.

(c). Maintaining biological diversity, native plant and animal species, and the ecological processes that support them.

(d). Employing silvicultural best management practices, as set



forth in "New York State Forestry Best Management Practices for Water Quality - BMP Field Guide (New York State Department of Environmental Conservation, January 2000)" and its successors, to maintain soil productivity, prevent erosion, protect or enhance water quality, conserve wetlands and riparian zones, and conserve scenic qualities.

(e). Undertaking forest management activities in a manner that is consistent with allowing public and private recreation opportunities on the Protected Property.

4). Forest Management Plan. The Forest Management Plan, as required for any Forest Management Activities as detailed in Section 1 of this provision, shall be written to cover a period of not less than ten (10) years and shall include, as a minimum:

(a). A statement of Grantor's forest management goals and objectives;

(b). A forest type map showing predominant topographic and hydrographic features, forest stands, existing roads, the approximate location of proposed future roads such as they might be anticipated at the time the Forest Management Plan is written, other improvements, scale, and north arrow;

(c). Forest stand descriptions and locations at a forest stand level necessary to guide management actions proposed in the plan, including an appropriate level of detail regarding species composition, stocking levels, site classes, age classes or age class structure, and volumes and, where available, soil types;

(d). Strategies to maintain the Protected Property's biological diversity, native plant and animal species, and the ecological processes that support them. Such strategies shall include, but are not limited to: maintenance of landscape-scale ecological processes; connectivity of wildlife habitats; and identification and protection of threatened or endangered species, unique habitats, cultural and archaeological sites, and forested wetland and streamside buffers, including a description and map of such features;

(e). A description of management actions to be employed to accomplish the stated management objectives;

(f). An identification of which forest stands shall be managed as "even-aged", "two-aged", and/or "uneven-aged" as defined as follows:

(i). "Even-aged stand" means a stand of trees composed of a single age class in which the range of tree ages is usually plus or minus twenty (20) percent of the rotation length. The rotation length shall be defined in the plan;



(ii). "Two-aged stand" means a stand of trees with two distinct age classes separated in age by more than plus or minus twenty (20) percent of rotation length. The rotation length shall be defined in the plan. Whichever age class contains the highest basal area shall be used to determine the age class of each two-aged stand;

(iii). "Uneven-aged stand" means a stand of trees with three or more distinct age classes, either intimately mixed or in small groups. Within uneven-aged stands at least three distinct age classes shall be maintained; and

(iv). It is recognized that, at the time of recording of this Conservation Easement, the Protected Property does not contain a balanced age class distribution of even-aged stands across the forest. "Age class distribution" means the location or proportionate representation of stands of different age classes in a forest. It is also recognized that stands that may be managed as uneven-aged stands may not contain at least three (3) distinct age classes. The Forest Management Plan needs to demonstrate how the balanced age class distribution of even-aged stands shall be achieved, and/or how three or more age classes shall be achieved over time in uneven-aged stands; and

(g). An outline of a pre-harvest planning process that includes, but is not limited to:

(i). A description of the silvicultural goals and options to be used, by forest type;

(ii). If the harvest is a regeneration cut, regeneration standards to be followed, by forest type;

(iii). The methodology for determining the appropriate silvicultural prescription for harvesting/silvicultural activity to be conducted; and

(iv). A description of the detailed silvicultural standards being used to develop prescriptions for all silvicultural treatments, including intermediate stand improvements, periodic thinning harvests, and regeneration harvests. Such standards shall be based on current generally accepted silvicultural standards as they evolve over time.

5). Updates to the Forest Management Plan. The Forest Management Plan shall be updated no later than at five (5) year intervals, with each updated plan also covering a period of at least ten (10) years. The first plan update shall be completed within five (5) years of the completion of the initial plan.

6). Forest Management Plan Approval and Annual Meeting.



(a). As a condition to exercising its Reserved Right to conduct forest management activities and/or harvest timber, within twenty-four (24) months from the date this Conservation Easement is recorded in the Office of the Lewis County Clerk, the Grantor shall submit the Forest Management Plan to Grantee for review and approval as to compliance with the terms of this Conservation Easement. Prior to the development of such plan, Grantor and Grantee shall meet to share information relevant to the planning process. These requirements, including Grantee's review and approval, shall also apply to the periodic updates to the Forest Management Plan required to be submitted by the Grantor at no later than five year intervals. Such approvals shall not be unreasonably withheld.

(b). Prior to completion of an approved Forest Management Plan, Grantor may prepare a Schedule of Operations, or Interim Plan, for approval by Grantee to implement scheduled forest management operations.

(c). On an annual basis, or more frequently if both parties agree, the Grantor and Grantee shall meet to review activities completed in the previous year, and to review proposed annual work plans for the upcoming year, including any proposed forest management or harvesting operations and any activities that require the Grantee's review and approval. During the annual meeting, Grantor and Grantee shall review annual harvesting and work plans to assure consistency with the long-term management objectives set forth in the Forest Management Plan.

(d). Grantor and Grantee consider the Forest Management Plan, the updates thereof, and any and all correspondence, memoranda, or records relating thereto, to be confidential. They reserve the right under New York Freedom of Information Law (Article 6 of the Public Officers Law), upon acquisition by New York State, to designate in writing such documents, or parts thereof, as material exempt from disclosure pursuant to Public Officers Law sections 87(2)(d) and 89(5), or their successors in law.

(e). Except for a conveyance to the Grantee herein, the following shall apply to any subsequent conveyance of the Protected Property:

(i). The Forest Management Plan in place at the time of conveyance shall remain in full force and effect;

(ii). Grantor's successor in interest shall have the right to harvest timber and undertake forest management activities approved in such existing plan or may, at its own discretion, develop a new Forest Management Plan; and

(iii). The Forest Management Plan review, approval, and five-year update requirements established in this paragraph shall



apply to the conveyed parcel.

7). Harvesting Restrictions. The following timber harvesting restrictions apply to the Protected Property:

(a). Prior to any harvest, Grantor shall complete an analysis of the area to be harvested and shall develop a silvicultural prescription and cutting plan consistent with the Forest Management Plan contents required in paragraph 4 above.

(b). All forest management and harvesting activities on the Protected Property must meet or exceed currently accepted silvicultural best management practices, as set forth in "New York State Forestry Best Management Practices for Water Quality - BMP Field Guide (New York State Department of Environmental Conservation, January 2000)," and its successors.

(c). Plantation forestry practices are prohibited, unless such practices have been approved by Grantee in the Forest Management Plan for application in forest stands where environmental conditions have prevented sufficient natural regeneration.

(d). Except as provided herein, clearcuts in excess of twenty-five (25) acres are prohibited. Clearcuts may exceed twenty-five (25) acres in size upon written approval of the Grantee and only to salvage dead and dying timber in the event of a blowdown, fire, disease, insect infestation or other natural disaster. Any clearcutting must be consistent with generally accepted silvicultural guidelines and in compliance with applicable laws and regulations.

(e). Highgrading harvest practices are prohibited. The term "highgrading" means the removal of only certain species above a certain size or of high value, leaving residual stands composed of trees of poor condition or species composition, through which the forest may become depleted over time of the best genetic growing stock.

8). Forest Management Buffer Areas.

(a). The following Forest Management Buffer Areas, as shown on "Map of Lands To Be Subject To a Conservation Easement, Map Number 11,854 and dated March 2, 2005," which map is incorporated herein by reference, shall apply to the Protected Property:

(i). Land within five hundred (500) feet of either bank of the East Branch of Fish Creek; and

(ii). Land within two hundred (200) feet of either bank of: the North Branch, South Branch, and main stem of the Mad River, Hooker Brook, Sevenmile Creek, the Mad River Swamp, or upland-wetland boundary of the Monteola Bog, Page Swamp, and Deep Creek



Wetland.

(b). Within such Forest Management Buffer Areas:

(i). No new buildings may be constructed and any camps or buildings currently within these Buffer Areas must be removed no later than December 31, 2016;

(ii). Roads, crossings, and log landings identified as "existing" in the Baseline Documentation may be maintained, but no new roads, crossings, or log landings shall be constructed;

(iii). No Forest Management Activities, timber harvesting, or cutting of trees or brush is allowed by the Grantor, except for the following limited purposes, upon prior written approval by the Grantee: to provide for recreational access; to control insect infestations or disease; or to conserve threatened or endangered species, unique habitats, or cultural and archeological sites; and

(iv). Grantee shall have the right to cut trees or brush to administer its AFFIRMATIVE RIGHTS as set forth in this Conservation Easement.

(c). Streams, Rivers and Wetland Buffer Areas: For areas along streams, rivers and wetlands not otherwise within the Forest Management Buffer Areas identified above, Forest Management Activities must meet or exceed the currently accepted silvicultural best management practices, as set forth in "New York State Forestry Best Management Practices for Water Quality - BMP Field Guide (New York State Department of Environmental Conservation, January 2000)" or its successors.

9). Roads and Trails.

(a). Grantor shall have the right to maintain, repair, and replace those Forest Management Activity roads and associated bridges and culverts identified as "existing" in the Baseline Documentation.

(b). Grantor shall also have the right to construct new Forest Management Activity roads, permanent and temporary bridges, and associated improvements, provided: (i) that such new construction is located outside a Forest Management Buffer Area and is limited to roads that are necessary to conduct Forest Management Activities on the Protected Property; (ii) the approximate location of any new road shall have been provided for in the Forest Management Plan, or otherwise approved in writing by the Grantee; and (iii) no road shall be paved or otherwise covered with an impervious surface material. Grantor may establish and maintain temporary skid trails without prior approval of the Grantee.



(c). The siting, construction, and maintenance of new and existing roads, associated improvements, and skid trails must meet or exceed silvicultural best management practices, as set forth in "New York State Forestry Best Management Practices for Water Quality - BMP Field Guide (New York State Department of Environmental Conservation, January 2000)" and its successors.

10). Landings. No new log landings may be located within two hundred (200) feet of any waterbody or wetland unless approved in writing by the Grantee. Any grading or change in topography necessary for landings shall blend into the natural topography of the Protected Property, shall control erosion, and shall be limited to the absolute minimum necessary for the uses permitted under this Conservation Easement. Landings may not exceed three (3) acres in size and must be graded, mulched, and seeded as appropriate within a reasonable time following active use to stabilize soil and encourage plant growth.

11). Use of On-site Sand and Gravel. Sand and gravel extraction by both parties shall conform to the following:

(a). Sand and gravel shall not be removed from the Protected Property.

(b). To the greatest extent possible, the parties shall extract material from the same pit or area of the Protected Property, so as to minimize overall impacts and conserve forested areas.

(c). Operation shall minimize impacts and comply with applicable local, state, and federal laws and regulations.

(d). Except for pits identified as "existing" in the Baseline Documentation, pits and areas affected by extraction shall not be located: (i) within the Forest Management Buffer Areas, or (ii) within one hundred (100) feet of a perennial stream, river, or wetland.

(e). The total area of the Protected Property impacted at any one time by sand and gravel extraction, including the area occupied by waste piles, shall not exceed seventy-five (75) acres in size. Neither party shall allow the total area affected to exceed seventy-five (75) acres in size without first abandoning and reclaiming areas already affected.

(f). Reclamation shall consist of permanently stabilizing the affected area through grading and revegetation. Grading shall conform slopes to the surrounding topography and create site conditions that are conducive to natural regeneration of vegetation or planting of trees.



12). Chemical Treatments. No chemicals, including herbicides, pesticides, insecticides, fungicides, or rodenticides, shall be used on the Protected Property except:

(a). To control a pest or disease outbreak that poses a threat to the health of the forests or forest economy of the Tug Hill region, or which poses a threat to Grantor's investment in the Protected Property;

(b). To control non-native or invasive species; or

(c). To implement silvicultural uses of an herbicide.

All such chemical applications shall be consistent with applicable statutes and regulations, shall where practicable utilize the narrowest spectrum, least persistent chemicals available, and shall be approved in the Forest Management Plan or otherwise approved in writing by the Grantee.

13). Forestry Use Structures. The Grantor reserves the right to construct, install, or place new forestry use structures customarily incidental and subordinate to forestry use activities, provided any such structures are specified in the Forest Management Plan or otherwise agreed upon by Grantor and Grantee. Any such structures are subject to review and approval pursuant to all laws and regulations applicable at that time by those regulatory agencies vested with such jurisdictional authority. Any new forestry use structures shall be located, to the extent reasonably practicable, in a manner so as not to be visible from motorized public access corridors.

14). Logging Operation Closure Zones. Grantor may prohibit or otherwise restrict public access to limited areas of the Protected Property that are being actively logged by designating the active logging areas a "Logging Operation Closure Zone." The restriction upon public access to such Logging Operation Closure Zone shall be limited to those areas being actively logged and shall be effective only for those periods during which the area is being actively logged and, unless mutually agreed upon by the parties, any such closure shall not exceed twenty four (24) months in duration nor include more than ten percent (10%) of the Protected Property. No closure or other access restriction implemented pursuant to this provision shall apply to public motorized access corridors designated in the Public Recreation Plan. The closure rights set forth herein with regard to the public and its exercise of recreational use are intended to apply both to motorized and non-motorized access, subject to the exemption from closure of any corridor designated as a Primary Access Corridor. Grantor shall inform Grantee of proposed Logging Operation Closure Zones in writing no less than thirty (30) days prior to closure and Grantor shall use all best efforts to predict future Logging Operation Closure Zones in the Forest Management Plan or at annual work plan meetings. Grantor shall be responsible for the posting and



marking of areas subject to closure under this provision.

15). Public Recreation Plan. Grantee will prepare a Public Recreation Plan that shall be subject to review and approval by Grantor as to compliance with the terms of this Conservation Easement, provided that such approval shall not be unreasonably withheld. The Public Recreation Plan may be periodically revised, provided that such revisions are subject to review and approval by the Grantor. Said Public Recreation Plan, which will address the proposed use by the public of the Protected Property, shall incorporate only the rights and privileges herein granted to the public unless others are agreed upon by the Grantee and Grantor. At any time, the Grantor may request a meeting with the Grantee to discuss public uses on the Protected Property that are not authorized in this Conservation Easement or in the Public Recreation Plan, along with strategies that may be implemented by the Grantor or Grantee to address such unauthorized uses. Except for a conveyance to the Grantee herein, the Public Recreation Plan shall remain in effect upon any subsequent conveyance by the Grantor of the Protected Property.

Grantor and Grantee hereby agree that the Public Recreation Plan shall provide minimum standards and specifications for forestry use roads and trails and minimum standards and specifications for roads and trails used by the public. The information contained in the Public Recreation Plan shall serve to determine whether such road or trail meets said standards and specifications to be opened to the public and whether a road or trail, while in use for forestry purposes by Grantor and/or the public requires maintenance, repair, upgrade, or other corrective action.

16). Road Maintenance. Each party at its sole expense may maintain, repair, correct, upgrade or otherwise improve those roads and trails over which it has the right of use. The Grantor shall have the duty and responsibility to repair and correct at the Grantor's expense damage caused to these roads and trails by the Grantor, its invitees, licensees, guests, lessees, officers, employees, agents or contractors. The Grantee shall have the duty and responsibility to repair and correct at the Grantee's expense, and subject to the availability of funds, damage to those portions of the roads and trails to which it and the public have the right of use caused either by the public's recreational use of the Protected Property or directly by Grantee, its officers, employees, and contractors. If funding by the Grantee is not available for such work, (i) the Grantee and the Grantor may mutually agree to close said roads to public use until such repairs are made; or (ii) the Grantor may undertake the work with said road or trail closed to public access until Grantee reimburses Grantor, said reimbursement may be in the form of comparable road and/or trail work mutually agreed to by the parties elsewhere on the Protected Property. The



parties may mutually agree to temporarily close any road or trail or portion thereof to protect the public or to protect the structural integrity of the road or trail. Grantor shall have no obligation to maintain any existing road that has not been designated a permanent public motorized access corridor.

17). Baseline Documentation.

(a). The parties shall agree and acknowledge that the Baseline Documentation, which shall consist of, at a minimum, descriptions, maps, photographs, surveys, and other related documentation, shows or depicts significant aspects of the Protected Property as of the date of this Easement. The Baseline Documentation is intended to serve as an objective, although not exclusive, information baseline for monitoring compliance with the terms of this Easement. The parties agree that, in the event a controversy arises with respect to the nature and extent of uses or the condition of the Protected Property, the parties shall not be foreclosed from utilizing all other relevant or material documents, surveys, reports, and other evidence to assist in the resolution of the controversy.

(b). Grantor will make available to Grantee existing documentation in their possession relating to the condition of the Protected Property and Grantee shall cause to be prepared such additional documentation deemed appropriate by Grantee, including a survey of the Protected Property showing its relationship to adjacent features and properties and on-site photographs.

(c). Counterparts of the Baseline Documentation, signed and acknowledged by both parties to the Easement, shall be provided to the Grantors and the Grantee. One counterpart shall be maintained in the Grantee's Central Office in Albany and in the Region 6 Office in Watertown.

18). Deteriorated Structures. In the event that any structure on the Protected Property is determined, according to applicable local land use regulations, to have deteriorated to such a condition that it is dangerous to occupy or be around, the Grantor, at its sole cost and expense, shall either correct the hazard, or demolish such structure.

19). Boundary Lines. Both the Grantor and the Grantee may, but neither is under obligation to the other, to mark boundaries or corners of the Protected Property. Subject to available funding, the Grantee may erect such signs and install gating or other barriers as are necessary to delineate and ensure implementation of the rights which the Grantor and Grantee have to the Protected Property. The Grantor and the Grantee shall mutually agree to the wording of said signs prior to their erection. Grantee may survey, at its own expense, the boundaries of Grantee's fee lands that adjoin the Protected Property.



20). Removal of Litter. The Grantee and Grantor shall develop a method, to be detailed in the Public Recreation Plan, for the removal of any debris, such as papers, bottles, cans or other garbage or debris left on the Protected Property. The Grantee, at its sole expense, subject to availability of funds, is obligated to remove such trash as may be created by Grantee, its officers, employees, and contractors. If funding is not available for trash removal, the Grantee and Grantor may mutually agree to restrict or deny public access, as appropriate. Grantee shall be solely responsible for implementing and enforcing any such restriction in public use. Grantor, at its sole expense, is obligated to remove such trash as may be created by Grantor, its officers, employees, and contractors.

21). Fee Title. It is understood and agreed by the parties that the underlying fee title to the Protected Property remains in the Grantor, subject to the terms of this Conservation Easement.

22). Use of Trees and Vegetation by the Public. The public shall have the right to use dead or downed trees and vegetation solely for purposes of onsite cooking, warmth, or smudge. Any other use or removal of trees or vegetation from the Protected Property is expressly prohibited.

23). Perpetuity. The parties agree that this Conservation Easement shall perpetually preserve the Protected Property in its natural condition, provided however that nothing herein contained shall impair the exercise of the RESERVED RIGHTS.

24). Failure to Act. Grantor and Grantee shall make every reasonable effort to abide by the terms of this Conservation Easement. However, the failure of the Grantee to insist upon the performance of any of the terms, conditions, covenants, or restrictions contained herein shall not be deemed a waiver of any terms, nor shall any such failure of the Grantee in any way bar its enforcement rights hereunder in the event of any subsequent breach of, or noncompliance with, or fault in observance of, any of the terms, covenants or restrictions contained herein.

25). Regulatory Authorities. This Conservation Easement shall not be construed to remove the necessity of the Grantor or the Grantee to obtain any permit and/or approval from any governmental agency having jurisdiction over any activity on the Protected Property.

26). Amendments. This Conservation Easement may be amended by the parties hereto by mutual agreement in writing, executed by both parties and recorded in the Lewis County Clerk's Office, or in accordance with the provisions of Section 49-0307 of the Environmental Conservation Law or successor thereto.

27). Consent or Approval Process. Except as otherwise



specifically provided for herein, it is mutually agreed that whenever a consent or approval is required from either the Grantor or the Grantee, the party seeking the consent or approval shall send a written request for such consent or approval by registered or certified mail, return receipt requested, to the address of the other party as hereinafter provided and said party shall respond to said request within sixty (60) days of its receipt.

28). Notification. Any notice required to be sent to the Grantor herein shall be addressed to:

The Nature Conservancy
Central and Western New York Chapter
1048 University Avenue
Rochester, NY 14607.

Any notice required to be sent to the Grantee herein shall be addressed to:

Regional Forester
NYS Department of Environmental Conservation
Region 6 Headquarters -- Division of Lands and Forests
State Office Building
317 Washington Street
Watertown, NY 13601.

Either party may change the individual or address to which notices are to be sent by giving written notice thereof to the other party.

29). Changes to the Property. The Grantor shall not be liable for any changes to the Protected Property caused by any natural disaster or act of God, acts of Grantee, its officers, employees, and contractors, or the acts of the public while on the Protected Property pursuant to the public access rights granted by this Conservation Easement.

30). Development and Building Rights. The Protected Property and any portion thereof shall not be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development or principal building rights which have been encumbered, clustered or extinguished by this Conservation Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise.

31). Real Property Taxes and Assessments.

(a). Grantor covenants and agrees to pay all taxes and



assessments lawfully assessed against its interest in the Protected Property and to furnish upon request to Grantee copies of tax receipts showing such payment.

(b). Should Grantor fail to pay any such taxes or assessments within the time prescribed by law for such payment, Grantee may take any lawful steps available to it to acquire fee title or such other interests which are the subject of any unpaid assessment or tax, including payment to the taxing authority of any amounts unpaid as the State may be required to pay to obtain title to such property. Any steps so taken by the Grantee are intended and shall be deemed to be adverse to the interest of the Grantor and not taken for the benefit of the Grantor. In the event that the Grantee is successful in acquiring the title or other interest of the Grantor from the taxing authority, this Easement shall merge with the fee to such property and such Easement shall be extinguished.

32). Subsequent Conveyances. The Grantor covenants and agrees that any subsequent conveyance of the Protected Property, except one to the Grantee, or any lease, mortgage, or other transfer or encumbrance of the Protected Property, shall be subject to this Conservation Easement and that any instrument evidencing such transfer, lease, mortgage or encumbrance shall contain the following statement: "This (grant, lease, mortgage, Easement, etc.) is subject to a certain Conservation Easement entered into between The Nature Conservancy, Inc., as Grantor, and the New York State Department of Environmental Conservation, as Grantee, dated _____, 2006, and recorded in the Office of the Clerk of Lewis County, in Book _____ of Deeds at Page _____.

33). Grantor's Negligence. (A) The Grantor, for itself and its successors and assigns, covenants and agrees to indemnify and hold the Grantee harmless against all claims, loss, damages, and expense the Grantee may suffer as a result of the Grantor's negligence, or negligence of Grantor's agents, employees, lessees, and invitees, in the course of exercising any Reserved Rights enumerated herein. (B) The Grantor, for itself and its successors and assigns, covenants and agrees to indemnify and hold the Grantee harmless against all claims, loss, damages, expense the Grantee may suffer as a result of any actions by the United State Fish and Wildlife Service as a result of their determination that the terms of this Conservation Easement do not comply with the requirements of the Grant Agreement No. 98210-3-G656 dated September 25, 2003.

34). Grantee's Negligence.

(a). Subject to the availability of lawful appropriations, Grantee agrees to indemnify and hold Grantor harmless against claims, loss, damage and expense the Grantor may suffer as a result of the Grantee's negligence in the course of exercising any rights granted under this Easement or as a result of actionable conduct of Grantee,



as permitted by the Court of Claims Act and Section 17 of the Public Officers Law.

(b). Grantee's duty to indemnify and save harmless prescribed by this subsection shall be conditioned upon:

(i) Delivery to the Attorney General by Grantor of the original or a copy of any summons, complaint, process, notice, demand or pleading within fifteen (15) business days after it is served with such document; and

(ii) Representation by the Attorney General or, if the Attorney General determines in his or her sole discretion based upon investigation and review of the facts and circumstances of the case that representation by the Attorney General would be inappropriate, representation by private counsel to be selected by the Attorney General after consultation with the Grantor; and

(iii) The full cooperation of Grantor in the defense of such action or proceeding against Grantee based upon the same act or omission, and in the prosecution of any appeal.

35). Severability: The parties agree that the provisions of this Conservation Easement are severable and that if any court of competent jurisdiction shall render a judgment voiding or nullifying any provisions hereof, the effect of said judgment shall be limited to the nullified or voided portion of this Conservation Easement, and the remaining provisions hereof shall continue in full force and effect.

36). Assignment of Grantee's Interest. In accordance with the requirements of the Forest Legacy Program, Grantee may assign this Conservation Easement only to another governmental agency, consistent with Section 107(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, and the Forest Legacy Program (16 USC Section 2103(c)), which governmental assignee has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the purposes of this Conservation Easement.

37). Captions. The captions herein have been inserted solely for convenience of reference and are not a part of this Conservation Easement and shall have no effect upon construction or interpretation.

38). Acknowledgment of Forest Legacy Funding. Grantee acknowledges that this Conservation Easement may be acquired with Federal funds under the Forest Legacy Program (16 USC Section 2103(c)), or may be used as a matching conservation property under such program, and the interest acquired cannot be sold, exchanged, or otherwise disposed, except as provided in paragraph 36 herein, unless the United States is reimbursed the fair market value of the interest



in the land at the time of disposal. Provided, however, the Secretary of Agriculture may exercise discretion to consent to such sale, exchange, or disposal upon Grantee's tender of other equal valued consideration acceptable to the Secretary. The Grantee's obligation to reimburse the United States is expressly subject to available State funding and appropriation, and compliance with applicable State statutes and regulations.

ENFORCEMENT

1). Grantee's Rights. In the event of a breach of any of the covenants, restrictions, terms or conditions of this Conservation Easement, and notwithstanding any other language in this instrument to the contrary, the Grantee shall notify the Grantor of any failure to comply with such covenant, restriction, term, or condition. Such notice shall set forth how the Grantor can cure such noncompliance and give the Grantor sixty (60) days from the date of receipt of the notice in which to cure, which time period may be extended in light of the severe weather conditions that exist during the months of November through April of each year. At the expiration of such period of time to cure, the Grantee shall notify the Grantor of any failure to adequately cure the deficiencies set forth in the initial notice. The Grantor shall then have an additional thirty (30) days from receipt of such second notice to cure such deficiencies. At the expiration of said thirty day period, but not prior thereto, the Grantee may commence legal proceedings to require compliance with the terms of this Conservation Easement.

It is understood and agreed by the parties hereto that the Grantor, its successors and assigns shall not be liable for any changes to the Protected Property caused by any natural disaster or act of God, acts of Grantee, its agents and representatives or the acts of the public while on the Protected Property pursuant to the public access rights granted by this Conservation Easement.

2). Grantor's Rights. In the event of a breach of any of the covenants, restrictions, terms, conditions, or obligation of the Grantee contained in this Conservation Easement, and notwithstanding any other language in this instrument to the contrary, the Grantor shall notify the Grantee of any failure to comply with any of the terms of this Conservation Easement. Such notice shall set forth how the Grantee can cure such noncompliance and give the Grantee a reasonable time from the date of receipt of the notice in which to cure, based on the parties' understanding that due consideration must be given for the severe weather conditions that exist during the months of November through April of each year. At the expiration of such period of time to cure, the Grantor shall notify the Grantee of any failure to adequately cure the deficiencies set forth in the initial notice. The Grantee shall then have an additional thirty (30) days from receipt of such notice to cure deficiencies. At the expiration of said thirty (30) day period, but not prior thereto, the



Grantor may commence legal proceedings to require compliance with the terms of this Conservation Easement.

3). Inspections. The Grantee intends to schedule periodic inspections of the Protected Property to determine compliance with the terms of this Conservation Easement. In doing so, the Grantor will be provided with five (5) days notice and the Grantor will have the right to accompany the Grantee on said inspection trips.

4). Disputes. Grantor and Grantee shall mutually develop and agree, in writing, to a process that shall serve as a mechanism to discuss and attempt to resolve any issues or disputes that may arise regarding the implementation of the Public Recreation Plan, the Forest Management Plan, annual work plans, or any other provision of this Conservation Easement. The existence of such dispute resolution process shall not in any way restrict Grantor's or Grantee's rights to pursue legal remedies in the event of a breach of any of the covenants, restrictions, terms, or conditions of this Conservation Easement.

5). Right to Restore. In the event of any breach of the terms, conditions, and provisions of this Conservation Easement, Grantor grants to Grantee and its successors and assigns the right to require Grantor to restore the Protected Property to its natural state, and to enforce this right by any action or proceeding necessary. As used in this Conservation Easement, the term "natural state" shall be deemed to mean the approximate general natural, undeveloped, unexploited condition of the Protected Property existing immediately prior to a breach of any of the covenants, terms, restrictions, or conditions of this Conservation Easement, giving due consideration to: the normal effects of the passage of time; the results of natural forces (including, but not limited to, natural fires, earthquakes, landslides, lightning, floods, wind storms, or other acts of God); and the management of the Protected Property for silvicultural purposes and the production of timber. It is anticipated that the following means will ordinarily be used in order to restore the Protected Property to its natural state following a breach of this Conservation Easement:

(a). Removal of structures, items, and materials prohibited by this Conservation Easement.

(b). Closure, filling, grading, and planting with appropriate vegetative cover of areas adversely affected by actions prohibited under this Conservation Easement.

(c). Correction, through reasonably practicable measures, of conditions which adversely affect drainage, flood control, water conservation, fish or wildlife habitat preservation, erosion control, or soil conservation.



(d). Any other appropriate action reasonably necessary to remedy any breach of this Conservation Easement.

AND THE GRANTOR DOES FURTHER COVENANT AND REPRESENT AS FOLLOWS:

FIRST: That Grantor is seized of the Protected Property in fee simple, and has good right to convey this Conservation Easement and rights hereunder;

SECOND: That Grantee shall quietly enjoy said rights;

THIRD: That the Protected Property is free from encumbrances;

FOURTH: That Grantor will execute or procure any further necessary assurance of the title to the Protected Property reasonably requested by Grantee;

FIFTH: That Grantor will forever warrant the title to the Protected Property; and

SIXTH: That this conveyance is made subject to the trust fund provisions of Section 13 of the Lien Law.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

THE NATURE CONSERVANCY, INC.

By:

Its:

[Signature]
State Counsel / Assistant Secretary

ACCEPTED:

THE PEOPLE OF THE STATE OF NEW YORK

Acting By and Through the Commissioner
of Environmental Conservation

By:

[Signature]
Nancy Lussier, Director

Division of Management and Budget



Grantor's Acknowledgment:

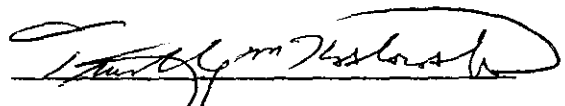
STATE OF NEW YORK)

) ss.:

COUNTY OF Rensselaer)

On the 9th day of February in the year 2006,
before me, the undersigned, personally appeared Jonathan C. Kaledin,
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.

TIMOTHY M. KOSTOROSKI
Notary Public, State of New York
No. 01KO6023215
Qualified in Albany County
Commission Expires April 19, 2007


Notary Public, State of New York



Grantee's Acknowledgment:

STATE OF NEW YORK)

) ss.:

COUNTY OF ALBANY)

On the 24th day of February in the year 2006 ,
before me, the undersigned, personally appeared NANCY LUSSIER,
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 she executed the same and that
by her signature on the instrument, she, or the person upon behalf of
whom she acted, executed the instrument.



Notary Public, State of New York

RECORD AND RETURN TO:

Mr. Michael J. Contino
Supervisor of Real Property
Region 6 Headquarters
Department of Environmental Conservation
317 Washington Street
Watertown, New York 13601

SHAWN C. VITAS
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01V15066044
Qualified in Albany County
Commission Expires 8/23/06

APPROVED AS TO FORM

MANNER OF EXECUTION

SPITZER

CLERK GENERAL

BY

on 2/24/06



Addendum "A": 'DESCRIPTION

LEWIS 209.02

EAST BRANCH OF FISH CREEK CONSERVATION EASEMENT

VENDOR: THE NATURE CONSERVANCY

ALL THAT TRACT OR PARCEL OF LAND situate in Lots 4, 5, 8 through 16, 20 through 27 & 32 through 38, Township 8, Town of Montague and Lots 45 through 49, Township 8, Town of Osceola and Lots 1 through 12, 17 through 22 & 27 through 29, Township 9, Town of West Turin, Boylston Tract, Great Tract 6, Macomb's Purchase, County of Lewis, State of New York, said parcel being more particularly bounded and described as follows:

BEGINNING AT A POINT in the division line between Townships 4 and 9, Boylston Tract, said point also being in the division line between the Towns of Martinsburg and West Turin, at the northeast corner of Lot 6, Township 9;

Thence southerly along the easterly line of Lots 6, 12, and 22 to a point in the centerline of a woods road known as G & W Road;

Thence westerly along said centerline approximately 24,770 feet to a point in the division line between Townships 8 and 9, said point also being in the division line between the Towns of Osceola and West Turin;

Thence northerly along said division line to a point at the southeasterly corner of Lot 49 in said Township 8;

Thence westerly along the southerly line of Lots 49, 48, 47, 46 & 45 to a point at the common corner of Lots 44, 45, 55 & 56;

Thence northerly along the westerly line of said Lot 45 to a point at the common corner of Lots 33, 34, 44 & 45, said point also being in the division line between the Towns of Osceola and Montague;

Thence westerly along the southerly line of Lots 33 & 32, and also along said town line, to a point at the common corner of Lots 31, 32, 42 & 43;

Thence northerly along the westerly line of said Lot 32 to a point at the common corner of lots 20, 21, 31 & 32;

Thence westerly along the southerly line of said Lot 20 to a point at the common corner of Lots 19, 20, 30 & 31;

Thence northerly along the westerly line of said Lot 20 to a



point at the common corner of Lots 8, 9, 19 & 20;

Thence westerly along the southerly line of said Lot 8 1564.20 feet to a point at the southeasterly corner of a parcel of land conveyed to Anthony J. And Alma A. Sparacino by deed dated October 11, 1983 and filed in the Lewis County Clerk's Office as Liber 439 of Deeds, Page 91 on October 13, 1983;

Thence northerly along the easterly bounds of said lands of Sparacino 1312.74 feet to a point in the southerly bounds of a parcel of land conveyed to Shirlee B. Collins by deed dated November 23, 1960 and filed in the Lewis County Clerk's Office as Liber 288 of Deeds, Page 43 on November 1, 1965;

Thence easterly along the southerly bounds of said lands of Collins 1567.50 feet to a point at the southeasterly corner thereof, said point also being in the division line between said Lots 8 & 9;

Thence northerly along the easterly bounds of said lands of Collins, and also along the division line between said Lots 8 & 9, 1795.86 feet to a point in the southerly bounds of a parcel of land conveyed to Yankee Forest, LLC by deed dated July 8, 1998 and filed in the Lewis County Clerk's Office as Liber 625 of Deeds, Page 233 on July 27, 1998;

Thence easterly along the southerly bounds of said lands of Yankee Forest, LLC 139.26 feet to a point at the southeasterly corner thereof;

Thence northerly along the easterly bounds of said lands of Yankee Forest, LLC 1320.00 feet to a point in the southerly bounds of a parcel of land conveyed to Raymond C. Foster by deed dated December 9, 1991 and filed in the Lewis County Clerk's Office as Liber 546 of Deeds, Page 101 on March 11, 1992;

Thence easterly along the southerly bounds of said lands of Foster 686.4 feet to a point at the southeasterly corner thereof;

Thence northerly along the easterly bounds of said lands of Foster 1327.92 feet to a point in the southerly bounds of a parcel of land conveyed to Bruno Neri by deed dated June 28, 1998 and filed in the Lewis County Clerk's Office as Liber 625 of Deeds, Page 8 on July 9, 1998;

Thence easterly along the southerly bounds of said lands of Neri, and also along the southerly bounds of a parcel of land conveyed to Thomas J. Kretchmer by deed dated April 4, 1972 and filed in the Lewis County Clerk's Office as Liber 320 of Deeds, Page 532 on April 10, 1972, to a point at the southeasterly corner of said lands of Kretchmer;



Thence northerly along the easterly bounds of said lands of Kretchmer 573.54 feet to a point in the division line between Townships 3 & 8;

Thence easterly along said Township line to the common corner of Townships 3, 4, 8 & 9, said point also being on the division line between the Towns of Montague and West Turin;

Thence easterly along the division line between said Townships 4 & 9 to the point or place of beginning.

Containing 12,896 acres more or less.

ALSO CONVEYING ALL THAT TRACT OR PARCEL OF LAND situate in Lot 59, Township 8, Town of Osceola, County of Lewis, State of New York, said parcel being more particularly bounded and described as follows:

Bounded north by land now or formerly owned by Gould Paper Company;

Bounded east by land now or formerly owned by Higby, and now or formerly owned by Harold L. Deeley and Helen P. Deeley, his wife;

Bounded south by a railroad right of way;

Bounded west by land now or formerly owned by Roser;

Containing 9 acres more or less.

BEING a portion of the lands conveyed by Great Eastern Timber Company LLC to The Nature Conservancy Inc. by deed dated June 11, 2002 and filed in the Lewis County Clerk's Office as Liber 698 of Deeds, Page 319 on June 18, 2002.

THE FIRST DESCRIBED PARCEL BEING a portion of the lands effected by an agreement between GMO Renewable Resources LLC and The Nature Conservancy Inc. dated September 29, 2004 and filed in the Lewis County Clerk's Office as Instrument 2004-03678 on November 2, 2004.

ALSO CONVEYING ALL THAT TRACT OR PARCEL OF LAND situate in Lots 92 through 94 & 102 through 105, Township 4, Town of Martinsburg, County of Lewis, State of New York, said parcel being more particularly bounded and described as follows:

BEGINNING AT A POINT in the division line between Townships 4 and 9, Boylston Tract, said point also being in the division line between the towns of Martinsburg and West Turin, at the northeast corner of Lot 6, Township 9;

Thence westerly along said division line to a point at the southwesterly corner of Lot 102, Township 4;



Thence northerly along the westerly line of said Lot 102 to a point at the common corner of Lots 91, 92, 101 & 102;

Thence northerly along the westerly line of said Lot 92 to a point in the center of the road;

Thence northeasterly along the center of said road to a point at the northwesterly corner of a 43.40 acre parcel of land conveyed to Daniel G. Dorrance by deed dated March 20, 1869 and filed in the Lewis County Clerk's Office as Liber 37 of Deeds, Page 414 on March 31, 1869;

Thence southerly along the westerly bounds of said 43.40 acre parcel 1793.22 feet to a point at the southwesterly corner thereof;

Thence easterly along the southerly bounds of said 43.40 acre parcel 831.60 feet to a point at the southeasterly corner thereof;

Thence northerly along the easterly bounds of said 43.40 acre parcel 733.26 feet to a point at the southwesterly corner of a 47.08 acre parcel of land contained in said conveyance to Daniel G. Dorrance;

Thence easterly along the southerly bounds of said 47.08 acre parcel, and also along the southerly bounds of a 50.16 acre parcel of land contained in said conveyance to Daniel G. Dorrance, 1764.84 feet to a point at the southeasterly corner thereof;

Thence northerly along the easterly bounds of said 50.16 acre parcel 841.50 feet to a point at the southwesterly corner of a 44.54 acre parcel of land contained in said conveyance to Daniel G. Dorrance;

Thence easterly along the southerly bounds of said 44.54 acre parcel, and also along the southerly bounds of a 46.50 acre parcel of land contained in said conveyance to Daniel G. Dorrance, 1513.38 feet to a point at the southeasterly corner thereof;

Thence northerly along the easterly bounds of said 46.50 acre parcel 943.80 feet to a point at the southwesterly corner of a 93.82 acre parcel of land contained in said conveyance to Daniel G. Dorrance;

Thence easterly along the southerly bounds of said 93.82 acre parcel 1174.80 feet to a point at the northwesterly corner of a 51.37 acre parcel of land conveyed to The People of the State of New York by deed dated June 6, 1934 and filed in the Lewis County Clerk's Office as Liber 171 of Deeds, Page 113 on July 2, 1934;



Thence southerly along the westerly bounds of said 51.37 acre parcel 1757.58 feet to a point at the southwesterly corner thereof;

Thence easterly along the southerly bounds of said 51.37 acre parcel 1248.72 feet to a point at the southeasterly corner thereof, said point also being in the westerly bounds of a 148.98 acre parcel of land conveyed to The People of the State of New York by deed dated December 7, 1957 and filed in the Lewis County Clerk's Office as Liber 247 of Deeds, Page 396 in December, 1957;

Thence southerly along the westerly bounds of said 148.98 acre parcel 328.02 feet to a point at the southwesterly corner thereof;

Thence easterly along said 148.98 acre parcel 1779.36 feet to a point;

Thence northerly along said 148.98 acre parcel 1688.94 feet to a point in the center of the road;

Thence easterly along the center of said road 396.00 feet to a point in the division line between the herein described parcel and said 148.98 acre parcel;

Thence southerly along said 148.98 acre parcel 2430.12 feet to a point;

Thence easterly along the most southerly bounds of said 148.98 acre parcel 437.58 feet to a point at the southeasterly corner thereof, said point also being the northwesterly corner of a 60.87 acre parcel of land contained in said conveyance to Daniel G. Dorrance;

Thence southerly along the westerly bounds of said 60.87 acre parcel 1285.02 feet to a point at the southwesterly corner thereof, said point also being the northwesterly corner of a 60.91 acre parcel of land conveyed to The People of the State of New York by deed dated October 24, 1962 and filed in the Lewis County Clerk's Office as Liber 272 of Deeds, Page 433 on October 31, 1962;

Thence southerly along the westerly bounds of said 60.91 acre parcel 1046.76 feet to a point at the southwesterly corner thereof;

Thence easterly along the southerly bounds of said 60.91 acre parcel to a point at the northwesterly corner of a 78.89 acre parcel of land conveyed to The People of the State of New York by deed dated October 2, 1950 and filed in the Lewis County Clerk's Office as Liber 218 of Deeds, Page 356 on October 9, 1950;



Thence southerly along the westerly bounds of said 78.89 acre parcel 3031.38 feet to a point at the southwesterly corner thereof, said point also being in the division line between said Townships 4 and 9, and also in the division line between the towns of Martinsburg and West Turin;

Thence westerly along said division line to the point or place of beginning.

Containing 1364 acres more or less.

Being the same lands conveyed by Kasser Chadwick Timberlands LLC to The Nature Conservancy, Inc. by deed dated July 26, 2002 and recorded in the Lewis County Clerk's Office in Instrument 2002-00723 on August 8, 2002.

The total above described lands contain 14,269 acres more or less.

The above described lands are subject to any statement of facts an accurate survey would reveal and subject to any restrictions of record.

The above described lands being shown on a map entitled MAP OF LANDS TO BE SUBJECT TO A CONSERVATION EASEMENT KNOWN AS "THE PROTECTED PROPERTY", ALONG THE EAST BRANCH OF FISH CREEK, NORTH OF THE FORMER GLENFIELD & WESTERN RAILROAD, TO BE ACQUIRED PURSUANT TO SECTION 3-0305 OF THE ENVIRONMENTAL CONSERVATION LAW, FOR ACCESS TO EAST BRANCH FISH CREEK WATERSHED, DESIGNATED AS PROJECT: LEWIS 209.02, VENDOR: THE NATURE CONSERVANCY, SITUATE IN A PORTION OF TOWNSHIPS 4, 8 & 9, BOYLSTON TRACT, GREAT TRACT 6, MACOMB'S PURCHASE, TOWNS OF MARTINSBURG, MONTAGUE, OSCEOLA AND WEST TURIN, LEWIS COUNTY, STATE OF NEW YORK, by Mark T. Effley, L.S., Reg. Number 50537, dated 3/02/05. Said map to be filed in NYSDEC offices in Albany, N.Y. as DEC Map No. 11,854 and recorded at the Lewis County Clerk's Office in File No. M2005-00135.

