

CONSERVATION EASEMENT

This Indenture, made this 29 day of JANUARY 1999 between Long Pond L.L.C. and New River-Franklin, LTD. as tenants in common, both located at One Office Park Circle, Birmingham, Alabama 35223 Grantor, AND The People of the State of New York, represented by the New York State Department of Environmental Conservation, 50 Wolf Road, Albany, New York 12233, Grantee.

WHEREAS, the Grantor is the owner of certain real property hereinafter more fully described in Schedule A attached hereto, and hereinafter referred to as the Protected Property; and

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 in its present natural condition has substantial and significant natural resources value by reason of the fact that it has historically been managed for silvicultural purposes and for the production of timber, and that it has not been subject to any extensive development or exploitation; 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 permitting compatible uses thereof;

NOW THEREFORE, the Grantor for and in consideration of \$1,667,000.00 lawful money of the United States, paid by the Grantee, receipt of which is hereby acknowledged, grants, conveys and releases to the Grantee and its successors forever for the benefit of the Grantee, an easement in perpetuity in, on, over, under and upon the Protected Property consisting of entry, inspection and limited public recreational access and use, as hereinafter more fully described.

RECEIVED  
STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
ALBANY, N.Y.

FEB 16 9 56 AM '99

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 property for all purposes not inconsistent with this Easement.

#### AFFIRMATIVE RIGHTS

Those rights agreed to by the parties herein as running with the Protected Property are more fully described as follows:

1. The Grantor grants to the Grantee and its successors and assigns the right to view the Protected Property in its current state, including the right of public access to the Protected Property for recreational purposes only, subject to the terms and conditions and reserved rights set forth herein. This right of public recreational use includes the following:

A. Access to and over the Protected Property by bicycle or foot, including hiking, snowshoes, cross-country skiing, and/or horseback, the use of horses or other similar animals for riding or transportation of supplies is permitted.

B. Access to the Protected Property by motor vehicle shall be limited to the following roads:

1. The Main east-west haul road entering the property from NYS Rt. 56, thence westerly to the intersection identified as Sellecks Lower Camp.
2. The secondary haul road leading southerly from USGS bench mark 1304, across Deerskin Creek, thence southerly, easterly and northerly along its existing course and an extension thereof to its intersection with the main haul road.
3. The secondary haul road leading northerly from Sellecks Lower Camp across Gulf Brook and continuing in a northeasterly, easterly and southerly direction along its existing course and an extension thereof to its intersection with the main east-west haul road.
4. The secondary haul road leading northerly from the road described in No. 3 above toward Albert Marsh approximately 1± mile to its terminus.
5. The secondary haul road leaving the main haul road immediately west of the easterly boundary of the property thence in a westerly and northerly direction approximately 2 miles to its terminus.

6. The secondary haul road leaving the main haul road just west of USGS bench mark 1289, thence in a southerly and southeasterly direction to the north of Long Pond to its terminus near the southeasterly corner of the Protected Property.

C. Snowmobiles and ATV's may use all existing roads. Grantor may close those roads which are plowed by the Grantor and are being used for logging purposes as long as acceptable alternative snowmobile routes are available. The Grantee is responsible for all necessary signage to indicate trails open for public snowmobile and ATV use.

D. Canoe and other means of non-motorized access and travel by the public on any navigable streams or bodies of water crossing or situated on the Protected Property is permitted.

E. Camping by the public is permitted and will be regulated in the same manner as on existing Forest Preserve Land or in accordance with the Unit Management Plan as defined in Item 6a of the Terms and Conditions section of the agreement.

F. Firewood may be gathered from dead and downed trees only for onsite use by the public to build fires for cooking or warmth only. Open fires will be regulated in the same manner as on existing Forest Preserve.

G. Hunting, fishing and trapping by the public is permitted in accordance with established seasons and applicable rules and regulations, (except as provided in the Reserved Rights Section).

H. Grantee shall have the right to construct and maintain new roads and trails for use by ATV's, snowmobiles and foot travel by the public in addition to those which may already exist on the Protected Property as long as those trails do not interfere with the Grantor's reserved right of Forest Management, are mutually agreed upon by the grantor and grantee and are provided for in the Grantee's Unit Management Plan to be developed.

I. Grantee shall have the right to construct and maintain motor vehicle roads and parking lots as necessary for the exercise of the recreational rights conveyed in this easement. However, the location of any new roads or parking lots exceeding one-acre in size shall be described in Unit Management Plan described in Item 6a of the Terms and Conditions portion of is agreement. Any timber removed by the construction of these roads or parking lots shall belong to the Grantor.

J. The Grantee shall have the right to manage the fish and wildlife resources on the Protected Property for the long term use and benefit of the public.

2. In response to natural disaster, environmental hazard or threats to human safety, Grantee may take any emergency action necessary to preserve the Protected Property. The Grantor shall be immediately notified and consulted with relative to any such emergency action.

3. The right to enter the Protected Property at all reasonable times and with prior notice for the purpose of:

- a) Inspecting the Protected Property to determine if the Grantor is complying with the covenants and purposes of the Conservation Easement.
- b) Enforcing the terms of the Conservation Easement.
- c) Taking any and all actions with respect to the Protected Property as may be necessary or appropriate, with or without order of court, to remedy or abate violations hereof.

#### DECLARATION OF RESTRICTIONS

The parties agree that the following restrictions shall apply to the Protected Property in perpetuity:

1. This WORKING FOREST will be considered a commercial forest managed by a Professional Forester and guided by a silviculturally based forest management plan that encompasses both the economic and biological aspects of forestry. The Grantor agrees that all harvesting activities shall conform to all applicable Federal and State rules and regulations guiding the harvesting of forest products.

2. No buildings, residences, mobile homes or other structures, fences, signs, billboards or other advertising material shall be constructed or placed in, on, over, under or upon the Protected Property except to the extent provided in the Reserved Rights Section and Item 6b of the Terms and Conditions section of this agreement.

3. The property may be subdivided into a maximum of six (6) parcels. The correction of a boundary line location, the maintenance of existing recreational leases or the creation of new leases shall not constitute a subdivision.

4. Except as provided in the Reserved Rights Section, no application of pesticides, including but not limited to insecticides, fungicides, rodenticides and herbicides shall be allowed.

5. Except to the extent provided in the Reserved Rights Section, no dumping or storing of ashes, sawdust, noncomposted organic waste, "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.

6. No snowmobiles, dune buggies, motorcycles, all-terrain vehicles or other recreational vehicles shall be operated on the Protected Property by Grantor except as they may be used for inspection, maintenance, fire protection or other emergency needs, and for the furtherance of Grantor's Reserved Rights. No off-road or off-trail use of automobiles, trucks, vans, all terrain vehicles, snowmobiles, or other motor vehicles shall be permitted on the Protected Property, except as is necessary for operations as described in the Reserved Rights Section. This restriction does not impair the public or Grantor's access rights described in this easement.

7. No exterior artificial illumination shall be employed on the Protected Property, other than that employed on the date hereof, without prior written consent of the Grantee, except as is reasonably required for enjoyment of the Reserved Rights by the Grantor.

8. No residential, commercial or industrial activities of any kind shall be permitted on the Protected Property other than those specifically provided for in the Reserved Rights Section.

9. Except as may be specifically permitted in the Reserved Rights Section or pursuant to Environmental Conservation Law Section 49-0307, 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 without the prior written consent of the Grantor and the Grantee.

10. No mining will be conducted and no minerals, gas or oil will be extracted from the property except the onsite use of gravel for road construction as provided for in the

Reserved Rights Section will be permitted, subject to any applicable laws and governmental regulation.

11.- Except as may be necessary to construct roads for the exclusive purpose of forest management activities and the hauling of forest products, or to maintain existing roads, trails and structures, no vegetation may be cut or harvested, within 200 feet of the normal high water mark of the North Branch Grass River and Blue Mountain Stream. In the case of road construction the roads shall cross these streams and the no cut zones as nearly as practical to perpendicular.

12. Except as may be necessary to maintain existing roads, trails and structures, no vegetation may be cut nor harvested, no roads constructed, within 300 feet from the normal high water mark of Blue Pond, Ormsbee Pond and Long Pond.

13. Except as may be necessary to maintain existing roads, trails and structures, no vegetation may be cut or harvested, nor roads constructed, within 100 feet from the normal high water mark of Albert Marsh.

#### TERMS AND CONDITIONS

The provisions upon which this easement is given and accepted are more fully defined as follows:

1. The Grantor, for itself and its successors and assigns, and the Grantee hereby agree that the terms of this easement are to be construed so as to preserve perpetually the Protected Property in its natural condition, provided however that nothing herein contained shall impair the exercise of the Reserved Rights.

2. Grantor and Grantee shall make every reasonable effort to abide by the terms of the agreement. However, the failure of the Grantee to insist upon the strict 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.

3. The Grantor and the Grantee agree that within six (6) months of the recording of this easement a Report of Physical Inspection of Protected Property will be completed by

Grantee at no expense to Grantor except that Grantor shall bear the expense of the involvement, if any, of its staff. Said Report will accurately and completely describe the natural condition of the Protected Property on the date thereof. Said Physical Inspection Report will be subscribed to by both the Grantor and the Grantee indicating their concurrence that such report accurately and completely describes the Protected Property as of the date thereof.

4. In the event of a breach of any of the covenants, restrictions, terms or conditions of this easement, and notwithstanding any other language in this instrument to the contrary, the Grantee shall notify the Grantor of any failure to comply with any of the terms of this instrument. Such notice shall set forth how the Grantor can cure such noncompliance and give the Grantor 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 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 fifteen (15) days from receipt of such notice to cure such deficiencies. At the expiration of said fifteen-day period, but not prior thereto, the Grantee may commence legal proceedings to require compliance with the terms of this easement. All notices required by this paragraph and by any other provisions of this easement, shall be in writing and delivered to the Grantor by personal service or delivered by certified mail return receipt requested.

The parties agree that, to the extent permissible, the provisions of Section 3222 of the Civil Practice Law and Rules shall apply to and govern any dispute between Grantor and Grantee arising out of this agreement.

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 easement.

5. In the event that any existing structure on the Protected Property deteriorates to the 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 and remove such hazardous structures.

The Grantor may remove those structures by burning and burying the rubble subject to existing laws and regulations.

6. In order to provide for the safe and reasonable cooperative use of the Protected Property, the parties agree as follows:

(a) Grantee, will prepare a Unit Management Plan which will be subject to review and approval by Grantor, which approval shall not be unreasonably withheld. Said Unit Management Plan will address the proposed use by the public of the Protected Property. Said Unit Management Plan shall incorporate only the rights and privileges herein granted to the public.

(b) Both the Grantor and the Grantee may, but neither is under obligation to the other to, mark boundaries or corners of the Protected Property. The Grantee will erect such signs as are necessary to describe the rights both the Grantor and the Grantee have to the property. The Grantor and the Grantee shall mutually agree to the wording of said signs prior to their erection.

(c) The Grantor and the Grantee shall jointly develop a method to be detailed in the Unit Management Plan for the removal of any new debris, such as papers, bottles, cans or other garbage or debris left on the Protected Property by individuals utilizing the same and will cooperate with each other so that all such debris and garbage will be removed promptly. The Grantee, at its sole expense, subject to availability of funds, is obligated to remove such trash as created by Grantee, its agents and invitees. If funding is not available for trash removal, the Grantee and Grantor may mutually agree to close the property to public use.

7. 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 easement, and that the lands constituting the Protected Property do not, by the granting of this easement, become a part of the Forest Preserve.

8. Nothing herein contained shall be construed to permit the removal of any trees, firewood or other forest products or the removal of any dead or downed trees by the general



public, except for the purposes of onsite cooking and warming. Any other use of the wood by the public is expressly prohibited.

9. Acquisition of this Conservation Easement does not remove the necessity of the Grantor for obtaining any permit and/or approval from any governmental agency having jurisdiction which may be required for normal maintenance, construction, or any other activity permitted on the Protected Property.

10. This easement may be amended by the parties hereto by mutual agreement in writing, executed by both parties and recorded in the St. Lawrence County Clerk's office, or in accordance with the provisions of Section 49-0307 of the Environmental Conservation Law.

11. 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 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. In the event that the consenting or approving party fails to respond within said sixty (60) day period, its consent or approval shall be implied. It is mutually agreed that such consent or approval shall not be arbitrarily or unreasonably withheld by either party.

12. Any notice required to be sent to the Grantor herein shall be addressed to: McDonald Investment Corporation, One Office Park Circle, Birmingham, Alabama 35223 with a copy being sent to Wagner Forest Management, LTD, P.O. Box 160, Lyme, New Hampshire 03768. Any notice required to be sent to the Grantee herein shall be addressed to: Regional Director, New York State Department of Environmental Conservation, 317 Washington Street, Watertown, NY 13601 with a copy to Director, Division of Lands and Forests, NYS Department of Environmental Conservation, 50 Wolf Road, Albany, NY 12233-4250, provided however, either party may change the individual or address to which notices are to be sent by giving written notice thereof to the other party.

13. The Grantor and the Grantee will cooperate in the enforcement of the terms of this easement. In the event that the Grantee determines that legal proceedings are necessary against some party other than the Grantor, its successors, assigns, agents, contractors, invitees,

then the Grantor may agree to join the Grantee in pursuing such legal proceeding provided that nothing herein contained shall obligate the Grantor to expend any funds, other than for its review of papers and execution thereof.

14. The Grantee intends to schedule periodic inspections of the Protected Property to determine compliance with the terms of this easement. In doing so, the Grantor will be provided with three days notice and the Grantor will have the right to accompany the Grantee on said inspection trips. Grantor will be provided with a copy of the Inspection Report within thirty (30) days of the inspection.

15. The Grantor and the Grantee acknowledge the value of the present road system located on the Protected Property. Accordingly, both parties will undertake good faith efforts to preserve and maintain the integrity of said road system. Each party may, at its sole expense, maintain, repair, correct, upgrade or otherwise improve those roads 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 damages caused 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, damages to those portions of the road to which it has the right of use, damages caused by the grantee, its invitees, guests, officers, employees, agents and contractors. If funding is not available to repair said roads, the Grantee and the Grantor may mutually agree to close said roads to public use. If the Grantee feels it is necessary to upgrade or improve those roads over which it has the right of public use, then the Grantee will make those improvements at its own expense, prior to allowing public use. The parties may mutually agree to temporarily close any road to protect the public or to protect the road surface. The parties may mutually agree to abandon any road located on the Protected Property, but any abandonment shall not preclude either party from reopening any such road in the future at the expense of the party desiring to reopen any such road.

#### RESERVED RIGHTS

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

1. To conduct commercial activities related to the harvesting of timber and other forest products.
2. The permanent right to use as hunting and fishing camps only, (as defined by the Adirondack Park Agency) including the right to exclusively occupy, use, repair, maintain, improve, demolish, replace, abandon, vacate or expand to a maximum size of 1350 square feet the following six (6) structures and facilities as now exist on the protected property.

- Camp #2 Birch Brook Camp and five acres of land surrounding said camp on the east bank of the North Branch of the Grass River.
- Camp #3 Brunner Hill Camp and five acres of land surrounding said camp on the east bank of the North Branch of the Grass River.
- Camp #11 Granshue Camp and ten acres of land surrounding said camp on the northeast shore of Long Pond.
- Camp #19 Blue Pond Camp and five acres of land surrounding said camp on the north shore of Blue Pond.
- Camp #29 Gulf Brook Camp and five acres of land surrounding said camp on the south bank of Gulf Brook.
- Camp #37 River Camp and five acres of land surrounding said camp on the south bank of the North Branch of the Grass River.

Also being shown on a map entitled, "Map Showing a Conservation Easement to be acquired pursuant to Section 3-0305 of the Environmental Conservation Law and a survey of lands around permanently reserved hunting and fishing camp sites designated as Project: AFE - St. Lawrence 235, Vendors: Long Pond, L.L.C. & New River-Franklin, Ltd. situate in a portion of Township 7, Great Tract 2 & Lot 15, Township 6, Great Tract 3, Macomb's Purchase, Towns of Colton & Clare, St. Lawrence County, State of New York" by Robert E. Basolt, Licensed Land Surveyor, Registration No. 49377, and dated September 15, 1998. Said map being on file at the Office of the Department of Environmental Conservation at Albany, New York as Map No. 11,467. Copies of this map to be filed simultaneously with recording of this instrument.

3. The exclusive right to occupy, use, repair, maintain, improve, demolish, replace, abandon, vacate, but not expand or extend all other structures, outbuildings, hunting facilities and dams that currently exist on the Protected Property but which are not listed in item 2 of this section. This reservation shall include an acre of land surrounding each hunting camp and shall run for a period of fifteen (15) years from the date this document is recorded in the St. Lawrence County Clerk's Office. Within one year after the termination of this reservation it shall be the responsibility of the Grantor to remove all buildings, outbuildings, and refuse which exists on the property at the time. The Grantor may remove those structures by burning and burying the rubble subject to existing laws and regulations.

4. During the period of September 1 through and including December 15 of each year of the period 1998 through 2013, the exclusive right to hunt, subject to applicable laws and regulations is reserved to the Grantor, its successors, assigns, lessees and invitees, including the exclusive right to post all hunting boundaries consistent with the hunting rights reserved herein and the applicable posting laws. During the period October 1st to December 15th 1998 through and including the year 2013 any and all public use of the Protected Property shall be prohibited.

5. To use, repair, maintain, improve or relocate any and all existing trails, paths and roadways on the Protected Property and to construct such new roads and trails as are necessary for the implementation of the Grantor's reserved right to harvest forest products, or to gain access to other lands of the Grantor subject to the following terms and conditions:

(a) Grantor may utilize gravel from the property for onsite use on lands of the Grantor only for building and maintaining access, logging and skid roads. All such gravel or borrow pits located on the Protected Property shall be maintained in such a way as to minimize the adverse effects of open pit mining and shall be operated in accordance with all applicable laws and regulations. The Grantee may utilize gravel from the property, when available, to build and maintain roads and parking areas on the property.

(b) In the event that the Grantor installs gates on the property, the Grantee shall be given a key for all locks for all gates for administrative use by the Grantee, its officers, employees and agents.

6. The exclusive right to clear for reforestation; to plant trees in non-forested areas; to reforest, plant, grow and harvest forest products and other vegetation; to clear or restore forest cover damaged or destroyed by fire, water or natural disaster; to selectively prune or trim trees; to harvest, selectively prune or trim foliage and other vegetation, to harvest forest products with domestic animals or mechanical equipment, and maintain existing field and meadows. Harvesting shall include, but not be 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. The harvesting and removal of any and all forest products as herein described shall be permissible by any and

all current and future harvesting and removal techniques allowable under the law. All harvesting and related activities shall be conducted in accordance with any applicable rules and regulations of any governmental agency having jurisdiction and the Environmental Conservation Law. In conjunction with such forestry use, the Grantor reserves the right to apply, consistent with applicable statutes and regulations, any herbicides, pesticides, fungicides, rodenticides and insecticides as may be appropriate. The Grantor shall have the right to practice all accepted forest management practices allowable under the law.

7. To trim, cut, remove, use for firewood or otherwise dispose of any trees or vegetation which are diseased, rotten, damaged or fallen, or that are safety or health hazards; to trim, cut, remove or otherwise dispose of any trees or vegetation as is necessary to maintain existing fire lanes, footpaths, roadways and utility rights-of-ways.

8. To take action necessary to preserve water levels, to preserve the natural purity of the water, or to prevent the erosion of any slope or shoreline on the Protected Property, provided the written consent of the Grantee is first obtained, and any appropriate permits are obtained.

9. To use the recreational rights under the same guidelines and restrictions as the public.

10. To give, sell, assign, lease, subdivide into a maximum of six parcels, or otherwise transfer all or any portion of the Protected Property by operation of law, by deed, or by indenture, subject and subordinate to this easement. To give, sell, assign, lease, subdivide, or otherwise transfer all or any portion of Grantor's Reserved Rights as to all or any portion of the Protected Property by operation of law, by deed, or by indenture, subject and subordinate to this easement.

11. To maintain and repair existing trails and roads. To build new trails and roads for use by Grantor in the furtherance of Grantor's reserved rights. Said rights shall also include the right of Grantor to work with adjoining landowners in granting reciprocal rights of ingress and egress for the exclusive purpose of forest management activities and the hauling of forest products.

12. To build, maintain and repair roads which create access over, through, and across the Protected Property to other properties now or hereafter owned by Grantor, together with the right of Grantor to grant to its successors and assigns the rights of ingress and egress,

for any lawful use, over, on and through such roads for access to adjoining properties provided, however, that any roads which provide access to adjacent lands now owned or hereafter acquired by the Grantor shall be routed across the Protected Property by a reasonably direct route that is practical and feasible so as to lessen the impact on the recreational rights available on the Protected Property.

13. Except as limited herein, the Grantor reserves to itself, its successors and assigns, all rights as fee owner to the Protected Property, including the right to use the property for purposes not inconsistent with this easement.

14. Grantor reserves the right to designate "Closure Zones" during logging operations. Notification of said closure will be provided to the Grantee 30 days in advance. Areas being actively logged may be closed to public use and so posted by the Grantor. Those zones may be closed for a maximum of two years. No more than ten (10) percent of the property may be closed at one time.

15. In response to natural disaster, environmental hazards, or threats to human safety, Grantor may take emergency action to preserve and protect Grantor's reserved rights.

16. The Grantor has the right to construct new roads on the Protected Property. Grantor has the right to install gates or other barriers and otherwise prohibit public access to any roads over which the public has not been granted a right of use by the rights designated earlier in this agreement as affirmative rights. The public shall have the right to use such new roads for travel by foot or animals. The public may utilize the newly constructed roads for snowmobile and ATV travel for such times and under such conditions as are specified in paragraph 2 of the Affirmative Rights Section.

17. The right to use the Protected Property for all purposes not inconsistent with this easement.

**AND THE GRANTOR DOES FURTHER COVENANT AND REPRESENT AS FOLLOWS:**

**FIRST:** The Grantor, for itself, its successors and assigns, covenants and agrees to pay all taxes and assessments lawfully assessed against its interest in the Protected Property and to furnish, upon request to the Grantee copies of tax receipts showing such payment. In the event

that the Grantor, its successors or assigns fail to pay any such taxes or assessments within twelve (12) months of their original due date, then the Grantee may pay such taxes or assessments. The Grantee shall seek to recover the cost of taxes through the appropriate legal means.

SECOND: The Grantor for itself and its successors and assigns 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 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 easement entered into between Long Pond L.L.C. and New River-Franklin LTD, as tenants in common and The People of the State of New York, dated \_\_\_\_\_, and recorded in the Office of the Clerk of St. Lawrence County, in Book \_\_\_\_\_ of Deeds and Page \_\_\_\_\_".

THIRD: The Grantor, for itself and its successors and assigns, covenants and agrees to indemnify and hold the Grantee harmless against all claims, loss, damage and expense the Grantee may suffer as a result of the Grantors negligence in properly exercising of logging rights reserved hereunder.

The Grantee, for itself and its successors and assigns, agrees to indemnify and hold the Grantor harmless against claims, loss, damage and expense the Grantor may suffer as a result of the Grantee's negligence in properly constructing, maintaining, repairing, replacing or managing any recreational amenities and actionable conduct of the Grantee as permitted by the Court of Claims Act and Section 17 of the Public Officers Law.

The duty to indemnify and save harmless prescribed by this paragraph shall be conditioned upon (I) delivery to the Attorney General by the 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, (ii) representation by the Attorney General or representation by private counsel of Grantor's choice subject to the approval of the Attorney General, whenever the Attorney General determines in his sole discretion based upon his investigation and review of the facts and circumstances of the case that representation by the

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

FOURTH: The parties agree that the provisions of this Indenture 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 easement, and the remaining provisions hereof shall continue in full force and effect.

TO HAVE AND TO HOLD THE ABOVE GRANTED EASEMENT UNTO THE GRANTEE AND ITS SUCCESSORS FOREVER.

And the Grantor does covenant with the Grantee as follows:

FIRST: That Grantor is seized of the premises in fee simple, and has good right to convey these easement rights;

SECOND: That Grantee shall quietly enjoy said rights;

THIRD: That premises are free from encumbrances;

FOURTH: That Grantor will execute or procure any further necessary assurance of the title to the premises;

FIFTH: That Grantor will forever warrant the title to the premises.

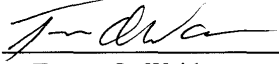
SIXTH: That this conveyance is made subject to the trust fund provisions of Section 13 of the Lien Law.



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

Fed ID # 63-1035039


OBAN, INC.  
General Manager of  
New River-Franklin, Ltd.

By:   
Turner O. Waide

Its: Vice President

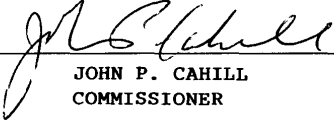
Fed ID # 63-1035039

OBAN, INC. Duly Authorized  
Manager of Long Pond, L.L.C.

By:   
Turner O. Waide

Its: Vice President

THE PEOPLE OF THE STATE OF NEW YORK  
Acting by and through the  
Department of Environmental Conservation

By:   
JOHN P. CAHILL  
COMMISSIONER


STATE OF ALABAMA )  
 ) ss.:  
COUNTY OF Jefferson )

On this 6<sup>th</sup> day of November, 1998 before me personally came Turner O. Waide to me known who, being by me duly sworn, did depose and say: (1) That he resides at Birmingham, Alabama. (2) That he is Vice President of OBAN Inc., an Alabama Corporation authorized to do business in the State of New York. (3) That OBAN, Inc. is manager of Long Pond LLC. (4) That he, as Vice President of OBAN, Inc. has duly executed this instrument in the firm name of Long Pond LLC for the uses and purposes therein mentioned. (5) That OBAN, Inc. is a general partner of New River Franklin Ltd. and that as general partner, OBAN, Inc. owns 2% of New River Franklin Ltd. Additionally, 97.584% of New River Franklin Ltd. is owned equally by four limited partnerships, Argyll, Ltd., Sky, Ltd., Tobermery, Ltd. and Orkney, Ltd. Further, OBAN, Inc. is general partner and owns 5% of each partnership. (6) That all the actions of OBAN, Inc., a general partner of New River Franklin, Ltd., in executing this agreement in the name of New River Franklin, Ltd., are the act and deed of said New River Franklin, Ltd. for the uses and purposes therein mentioned and that OBAN, Inc. is the only signatory required by the limited partnership agreement of New River Franklin, Ltd.

  
\_\_\_\_\_  
NOTARY PUBLIC STATE OF ALABAMA

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

On this 29<sup>th</sup> day of January, 1998 before me, personally came JOHN P. CAHILL to me known, who being by me duly sworn, did depose and say that he resides at Yonkers, NY and is the commissioner of the New York State Department of Environmental Conservation, that he executed the foregoing on behalf of the New York State Department of Environmental Conservation, pursuant to authority of law duly delegated.

  
\_\_\_\_\_  
NOTARY PUBLIC STATE OF NEW YORK  
**STEPHEN C. DEMIANCZYK**  
Notary Public, State of New York  
Qualified in Rensselaer Co. #5980688  
My Commission Expires May 31, 2002

SCHEDULE A  
PROJECT: AFE-ST.LAWRENCE 235  
VENDORS: LONG POND, L.L.C. AND NEW RIVER-FRANKLIN, LTD.

All that tract or parcel of land situate in subdivision lots 1,2,3,4,5 and 6, Township No. 7 (formerly Granshue), Great Tract 2, Macomb's Purchase, Town of Colton and in Section 15, Township No. 6, Great Tract 3, Macomb's Purchase, Town of Clare, St. Lawrence County, State of New York and being more particularly described as follows:

Beginning at a point on the division line between Township No. 7 and Township No. 8, said point being located 2640' southerly along said division line from the northeast corner of Township No. 7; thence southerly approximately 7904' to the centerline of the main haul road, which runs in a generally east-west direction from NYS Rte. 56 to the lands heretofore being described; thence southwesterly along said Main Haul Road centerline approximately 10,500' to the road which leads southerly to Long Pond; thence southerly along the centerline of said road to Long Pond approximately 1500' to a point on the extension line of the southerly boundary of Section 13 in Township No. 8 (Hollywood); thence easterly approximately 8500' along said Section 13 extension line to the southwest corner of said section 13, said point being at the division line between Township No. 7 and Township No. 8; thence southerly along said division line approximately 7328' to a point; thence westerly 1650' along lands of Clerical Medical Forestry, LTD ( Book 1086 of Deeds, Pg. 491), on the south to a point; thence southerly 7365' along lands of said Clerical Medical Forestry, LTD on the east to a point on the north line of lands of John Hancock Mutual Life Insurance Company ( Book 1087 of Deeds, Pg. 530); thence westerly along the north line of said John Hancock Mutual Life Insurance Company lands 19,171.68' to a point at the southeast corner of lands of The People of New York State ( Book 158C of Deeds, Pg. 1366); thence northerly along the east line of said New York State lands 9754.8' to a point at the northeast corner of said New York State Lands; thence westerly 9387.84' along the north line of said New York State lands to a point on the division line between Township No. 6 and Township No. 7, said line also being the division line between the Towns of Clare and Colton; thence northerly along the Clare/Colton Town line approximately 2318' to a point at the southeast corner of Section 15 in Township No. 6; thence westerly along the south line of Section 15 a distance of 5610' to a point; thence northerly along the west line of section 15 a distance of 5445' to point; thence easterly along the north line of section 15 a distance of 5709' to a point at the division line between Township No. 6 and Township No. 7, said line being the division line between the Towns of Clare and Colton; thence northerly along said Town division line approximately 14,124' to the northwest corner of township No. 7; thence easterly along the north line of Township No. 7 and along lands of John Hancock Mutual Life Insurance Company ( Book 1087 of Deeds, Page 525) approximately 23,456' to a point at the northwest corner of lands of Dennis J. Shea (Book 896 of Deeds, Pg. 13); thence southerly along said Shea west line 2262.48' to a point; thence easterly 1107.48' along said Shea lands to a point; thence northerly along Shea lands 1579.38' to a point; thence easterly along said Shea lands 2719.86' to a point at the division line between subdivision 5 and subdivision 6 in Township No. 7; thence southerly along said subdivision 5 and 6 approximately 1957' to a point marking the southwest corner of a 287+/- acre parcel of land formerly of Luke Usher and described in Book 116A of Deeds, Page 435; thence easterly 4664.88' along the south line of said 287+/- acre parcel to the place or point of beginning.

Containing 18,950 +/- acres of land.

Being all of the same parcel of land described in a deed dated November 8, 1996 and conveyed by The Long Pond Timber Company and The Lyme Timber Company to Long Pond L.L.C. and New River-Franklin, Ltd. and filed at the St. Lawrence County Clerk's Office on November 15, 1996 at 1:55 PM in Book 1103 of Deeds, Page 412. Also being all of the same parcel of land described in a deed dated November 8, 1996 and conveyed by The Long Pond Timber Company and The Lyme Timber Company to Long Pond L.L.C. and New River-Franklin, Ltd. And filed at the St. Lawrence County Clerk's Office on November 15, 1996 at 1:55 PM in Book 1103 of deeds, Page 403.

The above described lands being subject to all right of ways and restrictions of record.

In paragraph #2 of the RESERVED RIGHTS section of the preceding easement document, the grantor reserves certain rights of use and occupancy to six lots within the above described property. Those six lots are described as follows:

#### Camp # 2 - Birch Brook Camp

All that Tract or parcel of land situate in subdivision 4, Township No. 7, Great Tract 2, Macomb's Purchase, Town of Colton, St. Lawrence County, State of New York and being more particularly described as follows: Beginning at a point on the north edge of the Grasse River (north branch), 220' northerly from a foot bridge over said river; thence N 51°-44'-09" E, 5' +/- to a point marked by a 5/8" iron rod and stones; thence N 51°-44'-09" E, 285.51' to a point marked by a 5/8" iron rod and stones at the westerly margin of a dirt road; thence S 31°-08'-27" E, 327.36' to a point marked by a 5/8" iron rod and stones at the west margin of said dirt road ; thence S 45°-30'-59" E, 548.40' to a point marked by a 1/4" anchor bolt with a yellow cap in a large rock at the west margin of said dirt road; thence S 63°-49'-08" W, 132.04' to a point marked by a dock spike; thence S 86°-52'-09" W, 390' +/- to a point at the edge of the Grasse River (north branch); thence northerly along the edge of said river 697' +/- to the point of beginning.

Containing 5.1 +/- acres of land.

Intending to include or encompass in this description all existing developments, camps and/or related structures on the premises.

All bearings are Magnetic July, 1998.

#### Camp #3 - Brunner Hill Camp

All that tract or parcel of land situate in subdivision 5, Township No. 7, Great Tract 2, Macomb's Purchase, Town of Colton, St. Lawrence County, State of New York and being more particularly described as follows: Beginning at a point at the east edge of the Grasse River (north branch), said point being the northwest corner of the parcel to be described; thence S 64°-01'-28" E, 127' +/- to a point marked by a 5/8" iron rod; thence S64°-01'-28" E, 320.07' to a point marked by a 5/8" iron rod; thence S 21°-46'-48" W, 456.76' to a point marked by a 5/8" iron rod; thence N 81°-29'-26" W, 381' +/- to a point at the east edge of the Grasse River (north branch); thence northerly along the east edge of said river 687' +/- to the point of beginning.

Containing 5.1 +/- acres of land.

Intending to include or encompass in this description all existing developments, camps and/or related structures on the premises.

All bearings shown are magnetic July, 1998.

#### Camp #11 -Granshue Camp

All that tract or parcel of land situate in subdivision 6, Township No. 7, Great Tract 2, Macomb's Purchase, Town of Colton, St. Lawrence County, State of New York and being more particularly described as follows: Beginning at a point at the north edge of Long Pond, said point being at the outlet of said Long Pond; thence westerly along the north edge of Long Pond 623' +/- to a point; thence N 4°- 10'-12" W, 1042' +/- to a point marked by a 5/8" iron rod and stones; thence N 16°-10'-33"W, 176.35' to a point marked by a 5/8" iron rod and stones set near the south edge of the dirt road to Granshue; thence continuing N 16°-10'-33" W, 17'+/- to a point at the south edge of the travel way of said road ; thence easterly 347' +/- along the south edge of said road travel way to a point; thence S 11°-00'-00" E, 201' +/- to a point marked by a dock spike; thence S 19°-31'-36"E, 827' +/- to the point or place of beginning.

Containing 10.1 +/- acres of land.

Intending to include or encompass in this description all existing developments with camps known as the Granshue camp and/or related structures on the premises.

All bearings are Magnetic July, 1998.

#### Camp #19 - Blue Pond Camp

All that tract or parcel of land situate in subdivision 3, Township No. 7, Great Tract 2, Macomb's Purchase, Town of Colton, St. Lawrence County, State of New York and being more particularly described as follows: Beginning at a point at the north edge of Blue Pond; thence N  $0^{\circ}$ -29'-12"E, 13'+/- to a point marked by a 5/8" iron rod; thence N  $0^{\circ}$ -29'-12" E, 417.10' to a point marked by a 5/8" iron rod; thence N  $89^{\circ}$ -00'-31" E, 490.80' to a point marked by a 5/8" iron rod; thence S  $0^{\circ}$ -03'-47" W, 454.21' to a point marked by a 5/8" iron rod and stones; thence S  $84^{\circ}$ -26'-57" W, 180' +/- to a point at the north edge of Blue Pond; thence westerly along the north edge of Blue Pond 323' +/- to the place or point of beginning.

Containing 5 +/- acres of land.

Intending to include or encompass in this description all existing development with camp and/or related structures on the premises.

All bearings shown are Magnetic July, 1998.

#### Camp #29 - Gulf Brook Camp

All that tract or parcel of land situate in subdivision 2, Township No. 7, Great Tract 2, Macomb's Purchase, Town of Colton, St. Lawrence County, State of New York and being more particularly described as follows: Beginning at a point at the northerly edge of a dirt road and the east edge of a 6' wide tributary of Gulf Brook; thence northwesterly along said tributary 325' +/- to a point; thence N  $51^{\circ}$ -11'-55" E, 700.75' to a point marked by a 5/8" iron rod; thence N  $72^{\circ}$ -10'-05" E, 165.42' to a point marked by a 5/8" iron rod; thence S  $46^{\circ}$ -35'-00" E, 163.95' to a point at the north side of a dirt travel way marked by a 5/8" iron rod and stones; thence along said travel way the following courses and distances:

1. S  $45^{\circ}$ -05'-24" W, 277.74' to a point marked by a 5/8" iron rod and stones;
2. S  $46^{\circ}$ -56'-40" W, 290.50' to a point marked by a 5/8" iron rod and stones;
3. S  $46^{\circ}$ -40'-30" W, 246.95' to a point marked by a 5/8" iron rod and stones;
4. S  $46^{\circ}$ -40'-30" W, 31' +/- to the point or place of beginning.

Containing 5.0 +/- acres of land.

Intending to include or encompass in this description all existing developments with camp and/or related structures on the premises.

All bearings shown are magnetic July, 1998.

#### Camp #37 - River Camp

All that tract or parcel of land situate in subdivision 2, Township No. 7, Great Tract 2, Macomb's Purchase, Town of Colton, St. Lawrence County, State of New York and being more particularly described as follows: Beginning at a point on the south edge of the Grasse River (north branch), said point being 10' +/- down stream from a bridge over said river; thence S  $33^{\circ}$ -03'-50" W, 10' +/- to a point marked by a 1/4" anchor bolt with a yellow cap set in a large rock; thence continuing S  $33^{\circ}$ -03'-50" W, 123.75' to a point marked by a 1/4" anchor bolt with a yellow cap set in a large rock; thence S  $07^{\circ}$ -32'-50" W, 303.09' to a point marked by a 1/4" anchor bolt with a yellow cap set in a 4' rock; thence S  $57^{\circ}$ -30'-54" W, 456.02' to a point marked by a 5/8" iron rod with a yellow cap and stones; thence N  $42^{\circ}$ -19'-33" W, 151.75' to a point marked by a 1/4" anchor bolt with a yellow cap set in a large rock in the center of a 6' stream; thence N  $26^{\circ}$ -32'-29" E, 660' +/- to the south edge of the Grasse River (north branch); thence

easterly along the edge of the Grasse River 340' +/- to the point of beginning.

Containing 5.1 +/- acres of land.

Intending to include or encompass in this description all existing developments with camp and/or related structures on the premises.

All bearings shown are Magnetic July, 1998.

All as being shown on a map entitled, "Map Showing a Conservation Easement to be acquired pursuant to Section 3-0305 of the Environmental Conservation Law and a survey of lands around permanently reserved hunting and fishing camp sites designated as Project: AFE - St. Lawrence 235, Vendors: Long Pond, L.L.C. & New River-Frankling, Ltd. situate in a portion of Township 7, Great Tract 2 & Lot 15, Township 6, Great Tract 3, Macomb's Purchase, Towns of Colton & Clare, St. Lawrence County, State of New York" by Robert E. Basolt, Licensed Land Surveyor, Registration No. 49377, and dated September 15, 1998. Said map being on file at the Office of the Department of Environmental Conservation at Albany, New York as Map No. 11,467. Copies of this map to be filed simultaneously with recording of this instrument.

St Lawrence County  
Patricia A. Ritchie  
County Clerk  
Canton, New York 13617

Document Number: 2005- 00016649 Document Type: Deed

Recorded Date: 09/27/2005

Parties: LONG POND LLC  
DANZER FORESTLAND INC

Pages Charged: 4

Pages Scanned: 5

Comment:

Recorded By: JEFFERSON

**\*\* Examined and Charged as Follows \*\***

Deed	37.00
Coversheet	3.00
RP5217 Commercial	165.00
TP584 Affidavit	5.00

Recording Fee: 210.00

	<u>Town</u>	<u>Serial #</u>	<u>Consideration</u>	
Tax-Transfer	14,200.00	UNAPPORTIONED-HELD	1008	3,550,000.00
Basic	0.00			
Additional	0.00			
Special Additional	0.00			
Transfer	14,200.00			
<b>Tax Fee:</b>	<b>14,200.00</b>			

**\*\* DO NOT REMOVE \*\***

**\*\* This Page is Part of the Document \*\***

I hereby certify that the within and foregoing was recorded in the Clerk's Office for:

**File Information**

Document Number: 2005- 00016649

Recorded Date: 09/27/2005 08:54 A

Receipt Number: 142987

**Mail Back**

GREGORY YAW

408 WEST FIFTH ST

POX 729

JAMESTOWN NY 14702-0729



A handwritten signature in black ink, reading "Patricia A. Ritchie".

Patricia A. Ritchie, St. Lawrence County Clerk

# This Indenture, Made the 19 day of September, Two Thousand Five

**Between** Long Pond, L.L.C., an Alabama Limited Liability Company authorized to do business in New York and New River-Franklin, Ltd., an Alabama Limited Partnership authorized to do business in New York  
c/o Wagner Forest Management  
150 Orford Road  
P.O. Box 160  
Lyme, New Hampshire 03768

parties of the first part, and

Danzer Forestland, Inc., a corporation organized and existing pursuant to the laws of the State of Delaware and authorized to conduct business within the State of New York  
444 High Street  
P.O. Box 369  
Bradford, Pennsylvania 16701

party of the second part,

**Witnesseth** that the parties of the first part, in consideration of One and More Dollars (\$1 + M) lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever,

### PARCEL I

All That Certain Plot, Piece or Parcel of Land, with the buildings and improvements thereon erected, situate, lying and being in the Towns of Colton and Clare, County of St. Lawrence, State of New York, described as follows:

In the Town of Colton, County of St. Lawrence, State of New York, all that certain tract of land being more particularly described as follows:

- a. In Macomb's Purchase, in Township No. 7 (formerly Granshue): All of Lot No 1 comprising 3,213 acres, more or less; all of Lot No. 2 including all subdivisions and parcels thereof totaling 3,274 acres, more or less; all of Lot No. 3, totaling 3,211 acres, more or less; all of Lot No. 4, including subdivisions 1 through 6 inclusive, totaling 3,212 acres more or less; all of Lot No. 5 except for 100 acres, more or less, on the northeasterly boundary as more fully described in a deed from Hawley S. Hepburn, et al. to Ella C. Rodwell, recorded in Liber 135 C at Page 1298, totaling 2,975 acres, more or less; and all of Lot No. 6 except for 287 acres on the northerly end of said lot, said exceptions being more fully described in deed from George E. Rodwell, et al. to John M. Mittelstaedt, et al. recorded in Liber 364 at Page 481 and in a deed from John O'Gorman, et al. to John O'Gorman, et al. recorded in Liber 758 at Page 367, totaling 2,911 acres, more or less.
- b. In Macomb's Purchase, Township No. 8 (formerly Hollywood): All of Section 13, totaling 666 acres, more or less; all of Section 24, totaling 765 acres, more or less; all of Section 25, totaling 697 acres, more or less; all of Section 26, totaling 690 acres, more or less; all of Section 23; all of Section 27; and all of Section 22, totaling 673 acres, more or less; said Sections 22, and 27 are subject to the right-of-way of New York State Route 56, granted by deed to The Racquette River Paper Company to St. Lawrence County, recorded in Liber 290 at Page 203.

In Township of Clare, County of St. Lawrence, State of New York in Macomb's Purchase, Township No. 6: All of Section 15, totaling 681 acres, more or less.

### PARCEL II

Together with a Right of Way from the present New York State Route 56 to the premises above described, being further described in a deed recorded in the St. Lawrence County Registry of Deeds in Liber 724, Page 52 as modified by an instrument between Clerical Medical Forestry, Ltd. and Long Pond, L.L.C. and New River-Franklin, Ltd. dated January 28, 1999 which was recorded in the St. Lawrence County Clerk's Office as Instrument 1999-00002869 on February 16, 1999.

### PARCEL III

Together with two (2) 100 foot wide easements from New York State Route 56 to the premises above described. Said easements were reserved by The Long Pond Timber Company in an indenture dated November 13, 1981 and recorded in Liber 963, Page 534 and were modified by agreement dated January 28, 1999 which was recorded in the St. Lawrence County Clerk's Office as Instrument 1999-00002871 on February 16, 1999. Said easements are described in a memorandum dated September 24, 1982 and recorded in Liber 30 of Miscellaneous Records, Page 195 and are described in said memorandum as follows:

- 1. Description of location of the southerly easement: An easement 100 feet in width running southwesterly from New York State Route No. 56, running southerly through Sections 22 and 27 and westerly through Section 26, 25 and 24 of Township No. 8 in Great Tract No. 2 of Macomb's Purchase, Town of Colton, St. Lawrence County, New York and the centerline of said easement being along the centerline of existing gravel or dirt roads, skid roads or trails except as noted and along or near the following approximate 1982 magnetic courses and distances. Beginning at a railroad lag bolt set in the centerline of said Route No.

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ST. LAW. CO.  
CLERKS OFFICE  
2005 SEP 27 A 8:54



56, said bolt being located on a New York State Plane Coordinate Grid North bearing of North 23 degrees 07 minutes 02 seconds West, a distance of 9,138.97 feet from a 4 inch iron pipe found marking the southeast corner of Section 27 in said Township No. 8 and said bolt being also located at North 1,605,071.95 and East 387,087.60 in the East Zone of the New York State Plane Coordinate System, and running the following twenty-four (24) courses along or near a gravel road: (1) North 89 degrees West, 200 feet; (2) South 25 degrees West, 900 feet; (3) South 01 degree West, 200 feet; (4) South 25 degrees West, 550 feet; (5) South 82 degrees West, 280 feet; (6) South 2 degrees East, 900 feet; (7) South 50 degrees West, 380 feet; (8) North 82 degrees West, 500 feet; (9) South 27 degrees West, 380 feet; (10) South 16 degrees East, 300 feet; (11) South 32 degrees West, 250 feet; (12) South 8 degrees East, 550 feet; (13) South 33 degrees West, 800 feet; (14) South 75 degrees West, 800 feet to Church Pond outlet; (15) West 200 feet; (16) North 47 degrees West, 280 feet; (17) South 38 degrees West, 680 feet; (18) South 84 degrees West, 615 feet to a small brook; (19) South 70 degrees West, 720 feet; (20) South 25 degrees West, 390 feet; (21) North 61 degrees West crossing a brook at 110 feet a total distance of 280 feet to a point on the north side of a camp; (22) South 83 degrees West, 150 feet; (23) North 52 degrees West, 485 feet; (24) South 60 degrees West, 170 feet; (25) North 81 degrees West passing the end of the existing gravel surface at about 115 feet a total distance of 400 feet; (26) North 47 degrees West, 530 feet; (27) West, passing the end of the driveable jeep trail at about 220 feet and crossing a small brook at about 330 feet a total distance of 630 feet; (28) North 17 degrees West, 280 feet; (29) West 300 feet; (30) North 52 degrees West, 285 feet; (31) North 18 degrees West, 265 feet; (32) South 86 degrees West, 380 feet; (33) North 13 degrees West, 220 feet; (34) North 18 degrees East, 250 feet; (35) North 18 degrees West, 315 feet; (36) North 45 degrees West leaving the existing skid road to cut across a horseshoe bend in said skid road a distance of 310 feet; (37) North 5 degrees West, 350 feet to said existing skid road; (38) North 60 degrees West, 300 feet; (39) North 49 degrees West, 410 feet; (40) South 77 degrees 30 minutes West, 505 feet; (41) North 20 degrees West, 550 feet to the intersection with an old winter road and running the following three courses along said old winter road; (42) South 82 degrees West, 220 feet to a beaver pond outlet; (43) South 37 degrees West, 260 feet; (44) South 61 degrees West, 210 feet; (45) North 56 degrees 30 minutes West leaving said old winter road and running along a blazed and flagged line a distance of 1,470 feet; (46) North 44 degrees West, 2,040 feet along a blazed and flagged line to the westerly bounds of Section 24 in said Township No. 8 as indicated by a painted line at a point estimated to be about 6,400 feet northerly along said painted line from a stone monument found marking the southwest corner of said Section 25.

2. Description of location of the northerly easement: An easement 100 feet in width running westerly from New York State Route No. 56 through Sections 22, 23 and 24 of Township No. 8 in Great Tract No. 2 of Macomb's Purchase, Town of Colton, St. Lawrence County, New York and the centerline of said easement being along the centerline of existing gravel or dirt roads, skid roads or trails except as noted and along or near the following approximate 1982 magnetic courses and distances. Beginning at a railroad lag bolt set in the centerline of said Route No. 56, said bolt being located on a New York State Plane Coordinate Grid North bearing of North 23 degrees 46 minutes 18 seconds West a distance of 10,567.80 feet from a 4 inch iron pipe found marking the southeast corner of Section 27 in said Township No. 8 and said bolt being also located at North 1,606,338.03 and East 386,415.89 in the East Zone of the New York State Plane Coordinate System, and running the following seven courses along or near a gravel road; (1) South 59 degrees West, 500 feet; (2) North 83 degrees West, 470 feet; (3) South 31 degrees 30 minutes West, 800 feet; (4) South 12 degrees West, 300 feet; (5) South 67 degrees West, 850 feet; (6) North 56 degrees West passing the intersection of a wood road that runs South 28 degrees West at about 190 feet and crossing the bottom of a gully at about 270 feet a total distance of 600 feet; (7) North 23 degrees West, 900 feet to a point about 50 feet past the intersection of a camp road running to the northeast; (8) North 70 degrees West passing the end of the good gravel road at about 340 feet a total distance of 450 feet; (9) South 75 degrees 30 minutes West, 420 feet; (10) North 73 degrees 30 minutes West, 600 feet; (11) South 88 degrees 30 minutes West, 650 feet; (12) North 45 degrees 30 minutes West, 900 feet; (13) North 58 degrees West, 270 feet to a small brook flowing south; (14) North 76 degrees West, 350 feet; (15) South 55 degrees West, 200 feet; (16) North 79 degrees West, 700 feet to the intersection with a dirt road running north and south at a point located about South 28 degrees 20 minutes West about 1855 feet from a truck axle found marking the southeast corner of Section No. 13 in said Township No. 8; (17) North 10 degrees West, 260 feet to the intersection with a gravel road running to the west and running the following five courses along or near said gravel road; (18) North 83 degrees West, 500 feet; (19) South 81 degrees West, 370 feet; (20) North 77 degrees West, 300 feet; (21) North 63 degrees West, 675 feet to the intersection with a road running southerly to a river camp; (22) North 68 degrees West 760 feet to the end of the existing gravel road and running the following seven courses along or near a blazed and flagged line; (23) North 6 degrees West, 250 feet; (24) South 75 degrees West, 270 feet; (25) North 58 degrees West, 430 feet; (26) North 88 degrees West, 210 feet; (27) North 69 degrees West crossing a small brook at 180 feet a total distance of 550 feet to a point on high ground; (28) North 59 degrees West, 700 feet; (29) North 77 degrees 30 minutes West, 470 feet more or less to the westerly bounds of Section 24 in said Township No. 8 at a point located about 580 feet southerly from a large painted beech tree at the apparent northwest corner of said Section 24.

#### PARCEL IV

**Also conveying** an easement over any portion of the Main Haui Road that is located on a parcel of property more particularly described in a deed from Long Pond Timber Company to Raymond Anderson Green by deed dated September 15, 1986 and recorded in the St. Lawrence County Clerks' Office on September 22, 1986 in Liber 1002, at Page 214. Reference is made to said deed to Green for a description of the easement rights reserved by Long Pond Timber Company in said deed and hereby conveyed to the party of the second part.

**Excepting and Reserving** the premises conveyed in an indenture dated November 13, 1981 between The Long Pond Timber Company and Kurt W. Hackel and Elke M. Hackel and recorded in Liber 963, Page 534 and described as follows:

1. In Macomb's Purchase, in Township No. 7 (formerly Granshue): that portion of Lot No. 6 described as follows: Beginning at the southeast corner of said lot, thence running westerly by the south line of the lot 1650 feet to a point; thence running northerly parallel to the east line of said lot a distance of 7,365 feet to a point; thence easterly on a line parallel to the south line of said Lot 6 approximately 1650 feet to a point on the east line of said Lot 6; thence southerly by the east line of said Lot 6 to the point of beginning.

2. In Macomb's Purchase, Township No. 8 (formerly Hollywood): all of Section 24, totaling 765 acres, more or less; all of Section 25, totalling 697 acres, more or less; all of Section 26 totaling 690 acres, more or less; all of Section 23; all of Section 27; and all of Section 22, totaling 673 acres, more or less; said Sections 22 and 27 are subject to the Right-of-Way of New York State Route 56, granted by deed of the Racquette River Paper Company to St. Lawrence County, recorded in Liber 290. Refer to the aforesaid deed for further description.

**Also Excepting and Reserving** the premises conveyed in an Indenture dated September 15, 1986 between The Long Pond Timber Company and Raymond Anderson Green and recorded in Liber 1002, Page 214 and being described as follows: those tracts or parcels of land in the Town of Colton, St. Lawrence, New York, described as follows (hereinafter collectively referred to as *the Property*):

1. In Macomb's Purchase, Township No. 8 (formerly Hollywood): all of Section 13, totaling 616 acres, more or less.
2. In Macomb's Purchase, Township No. 7 (formerly Granshue): those portions of Lots Nos. 5 and 6 described as follows: Beginning at the east line of said Lot No. 6 at the northwest corner of said Section 13; thence running northerly by the east line of said Lot No. 6 approximately 300 feet to the centerline of the main haul road which runs in a generally east/west direction from New York State Route No. 56 to and along a portion of the northerly boundary of the property; thence westerly by the centerline of said road approximately 10,500 feet to the road which leads southerly to Long Pond; thence southerly by the centerline of said road which leads to Long Pond approximately 1500 feet to a point which point is on a line which is an extension of the southerly boundary of said Section 13; thence easterly approximately 8,500 feet along said line which is an extension of the southerly boundary of Section 13 to the southwest corner of said Section 13; thence northerly by the west line of said Section 13 to the point of beginning. Reference should be made to the aforesaid deed for further description of an easement and restriction.

This grant is subject to a certain easement entered into between Long Pond L.L.C. and New River-Franklin LTD as tenants in common and The People of the State of New York, dated January 29, 1999 and recorded in the office of the Clerk of St. Lawrence County, as Instrument 1999-00002868. The parties of the first part **transfer, assign and convey** all of their right, title and interest under such easement.

The lands conveyed are subject to Adirondack Park Agency Permit 2000-189 issued November 20, 2000 and Permit 2000-189A issued January 19, 2001, the terms and conditions of which are binding upon the heirs, successors and assigns of the grantors and all subsequent grantees. Said permits were recorded in the St. Lawrence County Clerk's Office on December 18, 2000 as Instrument 2000-00024592 and on January 26, 2001 as Instrument 2001-00001804. The parties of the first part **transfer, assign and convey** all of their right, title and interest under such permits.

The lands conveyed are subject to Adirondack Park Agency Permit 2004-38 issued November 9, 2004, the terms and conditions of which are binding upon the heirs, successors and assigns of the grantors and all subsequent grantees. Said permit was recorded in the St. Lawrence County Clerk's Office on January 3, 2005 as Instrument 2005-00000092. The parties of the first part **transfer, assign and convey** all of their right, title and interest under such permit.

**Subject to existing leases.**


**Together** with the appurtenances and all the estate and rights of the parties of the first part in and to said premises.

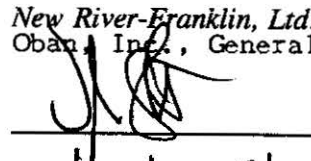
**To have and to hold** the premises herein granted unto the party of the second part, its successors and assigns forever.

**First** the parties of the first part covenants that they have not done or suffered anything whereby the said premises have been encumbered in any way whatever except as aforesaid.

**Second** the said parties of the first part in compliance with Section 13 of the Lien Law, covenants that the parties of the first part will receive the consideration of this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

**In Witness Whereof**, the parties of the first part have executed this deed.

By: Long Pond, L.L.C.  
Oban, Inc., Manager  
  
 By: \_\_\_\_\_  
Vaughn Stough  
Print Name  
V.P. Oban Inc  
Print Title

By: New River-Franklin, Ltd.  
Oban, Inc., General Partner  
  
 By: \_\_\_\_\_  
Vaughn Stough  
Print Name  
VP Oban, Inc  
Print Title

State of Alabama } ss.  
County of Jefferson }

On this 19<sup>th</sup> day of September in the year 2005 before me, the undersigned personally appeared Vaughn Stough, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Jimmy M. Butler  
Notary Public

State of Alabama } ss.  
County of Jefferson }

On this 19<sup>th</sup> day of September in the year 2005 before me, the undersigned personally appeared Vaughn Stough, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Jimmy M. Butler  
Notary Public

**Beed**

Bargain and Sale with Covenant  
Against Grantor

Long Pond, L.L.C. and  
New River-Franklin, Ltd.

TO

Danzer Forestland, Inc.

Dated, September 19, 2005

Gregory R. Yaw, Esq.  
Attorney and Counselor at Law  
408 West Fifth Street  
P.O. Box 729  
Jamestown, New York 14702-0729