

26-108
LIBER 509 PAGE 310

E-AFP(4) LEWIS 181
17,179.5 Acres (Conservation Easement)

RECORDED

Lewis County June 15, 1989 at 10:15 A.M.
Book 509 of Deeds Pg. 310

Cr-1(a),(b),(c), 2,
3(a)(b)(c)

John Schantz
Lewis County Clerk

ASSIGNMENT OF CONSERVATION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that THE NATURE CONSERVANCY, INC., a non-profit corporation organized under the laws of the District of Columbia, with an office at 294 Washington Street, Boston, Massachusetts 02108, party of the first part, in consideration of the sum of THREE MILLION SIX THOUSAND THREE HUNDRED TWENTY-FIVE DOLLARS (\$3,006,325.00) and other valuable consideration paid to it by THE PEOPLE OF THE STATE OF NEW YORK, acting through its Commissioner of Environmental Conservation with an office at 50 Wolf Road, Albany, New York 12233-4256, party of the second part, the receipt whereof is hereby acknowledged, by these presents does hereby grant, bargain, sell, assign, transfer and set over unto the party of the second part, its successors and assigns forever a certain Conservation Easement dated December 23, 1988 and recorded December 30, 1988 in the Office of the Clerk of Lewis County in Liber 504 of Deeds at page 267 to which reference is made for the terms of said easement and the real property to which said easement encumbers.

Intending to and hereby assigning the aforesaid Conservation Easement and all right, title and interest in and to this Conservation Easement by the party of the first part to the party of the second part.

The party of the second part hereby covenants to accept this assignment of the aforesaid Conservation Easement, to be bound by the terms and conditions which are contained therein and to release and discharge the party of the first part from any and all liability thereunder, provided, however, that this assignment is subject to the provisions of Article 49, Title 3 of the Environmental Conservation Law.

TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 18th day of Feb, 1989.

THE NATURE CONSERVANCY, INC.

BY:

Dennis B. Wolkoff
Dennis B. Wolkoff
Vice President of Eastern
Region, The Nature Conservancy

THE PEOPLE OF THE STATE OF NEW YORK
acting through their DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

BY:

Langdon Marsh
Langdon Marsh
Executive Deputy Commissioner

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF *Suffolk*) SS.:

On this 18th day of *FEBRUARY*, 1989, before me personally appeared DENNIS B. WOLKOFF, to me personally known, who being by me duly sworn did say that he is the Vice President of Eastern Region, The Nature Conservancy, the corporation named in the foregoing instrument; that the seal affixed to said instrument is the corporation seal of said corporation and acknowledged said instrument to be the free act and deed of said corporation.

Patty Pomeroy
Notary Public *Am. Conserv. Ex.*
July 1, 1989

STATE OF NEW YORK)
COUNTY OF *Albany*) SS:

On this 12th day of *June*, 1989, before me personally appeared LANGDON MARSH, to me personally known, who, being by me duly sworn, did depose and say that he is the person named in the foregoing instrument, and acknowledged said instrument to be his free act and deed.

RECORD AND RETURN TO:
MR. DOUGLAS R. WILSON
Supervisor of Real Property
Region 6 Headquarters
Department of Environmental
Conservation
317 Washington Street
Watertown, NY 13601

Robert J. McCracken
Notary Public

ROBERT J. MCCRACKEN
NOTARY PUBLIC, STATE OF NEW YORK
RESIDING AT WATERTOWN, NY 13601
April 30, 1991

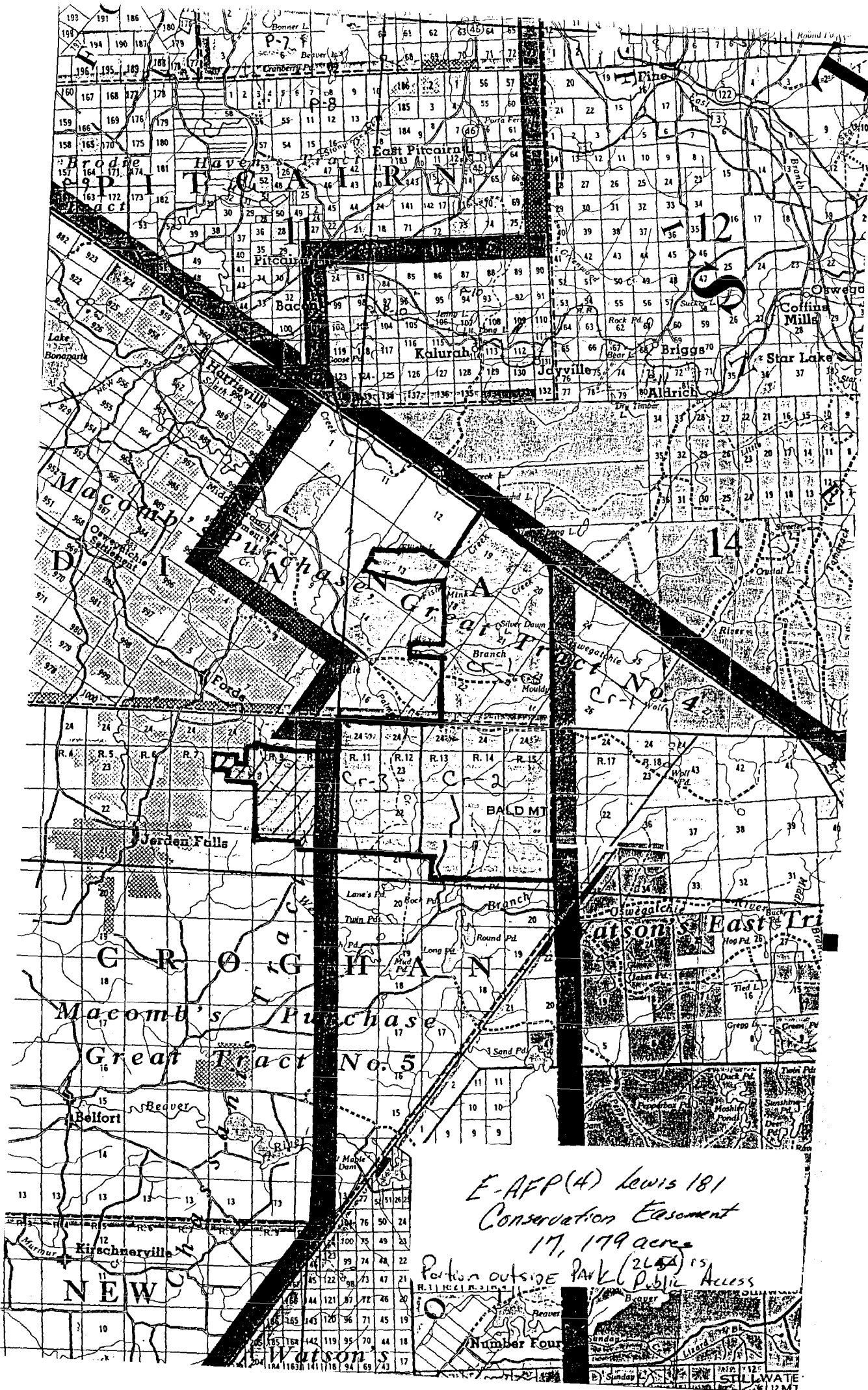
THE NATURE CONSERVANCY, INC.

-to-

THE PEOPLE OF THE STATE OF NEW YORK

Dated: June 14, 1989

RECORD AND RETURN TO:
MR. DOUGLAS R. WILSON
Supervisor of Real Property
Region 6 Headquarters
Department of Environmental
Conservation
317 Washington Street
Watertown, NY 13601



Lewis County

Liber 504

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CONSERVATION EASEMENT

This Indenture, made this 23rd day of December, 1988,
between Lassiter Properties, Inc., 1235-D Commerce Road, Morrow,
Georgia 30287-0068, Grantor, and The Nature Conservancy, Inc.,
1815 North Lynn Street, Arlington, Virginia 22209, 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 re-
sources, 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 resource value by reason of
the fact that it has not been subject to any extensive development or
exploitation, and its value will not be affected by the continued
maintenance in their present condition of such structures and
facilities as presently exist; 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
further development of the Protected Property while permitting
compatible uses thereof; and

NOW THEREFORE, the Grantor for and in consideration of \$3,000,025
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

Henry A. Lantz 12/23/88

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.

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 the right to view the Protected Property in its natural 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 foot including hiking, snowshoes, cross-country skiing or on horseback. The use of horses, or other similar animals, for riding or transport of supplies is permitted.

(b) Access to the Protected Property by vehicle, only over presently established roads. Vehicle, as used in this easement, includes all motor vehicles, bicycles, snowmobiles, all-terrain vehicles and other similar forms of transport.

(c) Canoe and other means of nonmotorized access and travel by the public on any navigable streams which cross the Protected Property.

(d) 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 to be developed by the Grantee. Camping by those exercising the Grantor's reserved hunting

Jimmy A. Lantz 12/23/88

rights is not subject to regulation by the Grantee, provided that those exercising such rights shall leave the sites free of debris and garbage and shall not create a health hazard.

(e) Firewood may be gathered from dead and downed trees only for on-site use by the public to build fires for cooking or warmth only.

(f) Fishing and trapping by the public is permitted in accordance with established seasons and applicable rules and regulations.

(g) Pursuant to the Reserved Rights Section, the hunting rights have been retained by the Grantor, to the exclusion of the public, on the Protected Property during the period September 1 through and including December 31 for the years 1989 through and including 2019. During those years, hunting by the public is permitted only for any established season not within the September 1 to December 31 period. After December 31, 2019, hunting by the public on the Protected Property is permitted in accordance with established seasons and applicable rules and regulations.

(h) Grantee shall have the right to construct and maintain trails for nonmotorized and snowmobile use in addition to those which may already exist on the Protected Property subject to the Grantee's Unit Management Plan to be developed.

(i) Grantee shall have the right to construct and maintain roads (not to exceed one-half mile in length) and parking lots (not to exceed one acre in size) as necessary for the exercise of the recreational rights conveyed in this easement. Provided, however, any roads exceeding one-half mile in length ^{or H&H} ~~or~~ any parking lots exceeding one acre in size shall be subject to the consent of the Grantor, which consent shall not be unreasonably withheld.

2. The Grantor grants to the Grantee and its successors and assigns the right to enter upon and inspect the Protected Property to determine the compliance of the Grantor, its successors or assigns, with this easement. Grantor shall within thirty (30) days after any inspection be provided a copy of any inspection report.

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3. In response to natural disaster, environmental hazard or threats to human safety, Grantee may take any emergency action necessary to preserve the Protected Property.

DECLARATION OF RESTRICTIONS

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

1. 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.

2. Except as provided in the Reserved Rights Section, no application of pesticides, including but not limited to insecticides, fungicides, rodenticides and herbicides or any farming, tilling or grazing of cattle or other livestock shall be allowed on the Protected Property without the prior written consent of the Grantee.

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

4. 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 use of automobiles, trucks, vans 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 access rights described in this easement.

5. No exterior artificial illumination shall be employed on the Protected Property, other than that employed on the date hereof,

Henry A. Jantz 12/23/83

without prior written consent of the Grantee, except as is reasonably required for enjoyment of the Reserved Rights by the Grantor.

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

7. Except as may be specifically permitted in the Reserved Rights Section or pursuant to Environmental Conservation Law Section 49-0307, no 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 Grantee.

TERMS AND CONDITIONS

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

1. The Grantor agrees that the Grantor's use of the property will be consistent with the purpose of this easement, provided this provision shall in no way limit the Grantor's Reserved Rights herein, including the right to use the Protected Property for all purposes not inconsistent with this easement.

2. 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.

3. 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, conditions, covenants or restrictions contained herein, 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, conditions, covenants or restrictions contained herein.

Henry A. Lander 12/23/88

4. . 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 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.

5. . 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 its 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 minimum of forty-five (45) days from the date of receipt of the notice in which to cure. 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.

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 and its representatives or the acts of the public while on the Protected Property pursuant to the public access rights granted by this Easement.

Henry A. Lantier 12/23/80

6. In the event that any existing structure on the Protected Property becomes hazardous, the Grantor, at its option and its cost and expense shall either remove or correct the hazard or remove, demolish or repair such hazardous structure.

7. The Grantor and the Grantee agree that the Grantee has the right under this easement to enter upon, cross and recross the Protected Property for administrative purposes and in emergencies and that the public may likewise enter upon, cross and recross the Protected Property for recreational purposes as hereinabove defined.

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

(a) Grantee, at Grantee's expense, in consultation with Grantor will prepare a Unit Management Plan. 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 and may erect such signs as may be necessary to carry out their rights and obligations hereunder provided that all signs thus displayed by the Grantor shall conform to specifications contained in any applicable laws or governmental regulations.

(c) The Grantor and the Grantee shall jointly develop a method to be detailed in the Unit Management Plan for the removal of any debris, such as papers, bottles, cans or other garbage 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.

9. 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.

Henry A. Lantz 12/23/99

10. 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 down trees by the general public.

11. 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.

12. This 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.

13. 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.

14. Any notice required to be sent to the Grantor herein shall be addressed to: Henry A. Lassiter, Lassiter Properties, Inc., PO Box 870068, Morrow, Georgia 30287-0068 and to the Grantee herein to: Eastern Regional Vice President, The Nature Conservancy, Inc., 294 Washington Street, Room 740, Boston, Massachusetts 02108, 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.

15. 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,

Henry A. Lassiter 12/29/88

invitees, then the Grantor agrees to join the Grantee in pursuing such legal proceeding provided that nothing herein contained obligates the Grantor to expend any funds.

16. 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.

17. Grantor and 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 shall, at its sole expense, have the right to maintain, repair, correct, upgrade or otherwise improve the present roads. The Grantor shall have the duty and responsibility to repair and correct, at Grantor's expense, damages caused by Grantor, its invitees, licensees, guests, lessees, officers, employees, agents or contractors. The Grantee shall have the duty and responsibility to repair and correct, at Grantee's expense, damages caused by Grantee, its invitees, licensees, guests, lessees, officers, employees, agents or contractors. The parties may mutually agree to abandon any roads located on the Protected Property, but any such 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 exclusively occupy, use, repair, maintain and improve, demolish, replace, abandon or vacate but not expand or extend any structures, out-buildings, facilities, and dams, as now exist upon the Protected Property. The Grantor shall have the exclusive right to the

Henry A. Smith 12/23/88

year-round use of all presently existing structures, outbuildings and hunting camps.

2. 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, exercise mineral rights, subdivide, or gain access to other lands of Grantor, subject to the following terms and conditions:

(a) Gravel and borrow pits may be established for on-site use 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.

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

3. To install, repair, maintain, replace and operate telephone, telegraph, cable television, electric, gas, water, sewer or other utility lines within appropriate dimensional limits along existing or future roads and trails on the Protected Property that serve as access to other properties held now, or in the future, by Grantor, its successors and assigns provided, however, that any utilities which serve 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.

4. 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

Henry A. Lander 12/23/98

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.

5. 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 right-of-ways.

6. 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.

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

8. During the period September 1 through and including December 31 of each year of the period 1989 through and including 2019 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

Henry A. Smith 12/23/88

boundaries consistent with the hunting rights reserved herein and the applicable posting laws.

9. To give, sell, assign, lease, subdivide, 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.

10. 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.

11. 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.

12. Except as limited herein, the Grantor reserves to itself, its successors and assigns all rights as fee owner of the Protected Property, including the ownership of and rights to explore for and mine any minerals including the right to use the property for all purposes not inconsistent with this Easement.

13. To conduct commercial activities related to the harvesting of timber and other forest products.

14. The Grantor reserves the right to, but shall not be required to, restrict and limit public access and use for limited periods of time to those areas in which a hazard is presented to the public by active logging or construction activities by the Grantor pursuant to

Henry J. Smith, Jr. 12-23-88

its reserved rights. In addition, the Grantor reserves the right, but shall not be required, to restrict and limit public access and use for a period of five (5) years to those areas on the Protected Property which have undergone or are being prepared for the planting of seedlings. The Grantor shall advise the Grantee of such restricted areas thirty (30) days in advance. All such restricted areas shall be identified through proper signs erected by the Grantor warning the general public.

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 new roads constructed after the granting of this easement. Provided, however, the public shall have the right to use such new roads for travel by foot, nonmotorized bicycle, animal, snowmobile. In the event that a new road replaces the public access provided by presently existing road, then, public motorized access can only be prohibited by mutual agreement of the Grantor and the Grantee.

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 owns the Protected Property and has good right to grant and convey this Easement.

SECOND: The Grantee shall quietly enjoy this Easement and all of the benefits arising therefrom.

THIRD: 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 to the Grantee copies of tax receipts showing such payment. Such tax receipts shall be provided by the Grantor within sixty (60) days from their receipt by the Grantor from the appropriate taxing authority. In the event that the Grantor, its successors or assigns fail to pay

Henry A. Lantz 12/23/88

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.

FOURTH: 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 pursuant to the terms of the THIRD covenant hereof, 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 Lassiter Properties, Inc. and The Nature Conservancy, Inc., dated _____ and recorded in the Office of the Clerk of Lewis County in Book _____ of Deeds at Page _____."

FIFTH: 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 (including reasonable attorneys' fees) the Grantee may suffer as a result of any damage or condition created by the Grantor during its exercise of any hunting, mineral or logging rights reserved hereunder.

The Grantee, for itself and its successors and assigns, agrees to indemnify and hold the Grantor harmless against all claims, loss, damage and expense (including reasonable attorneys' fees) the Grantor may suffer as a result of the Grantee's negligence in properly constructing, maintaining, repairing, replacing or managing any recreational amenities and any willful misconduct of the Grantee.

SIXTH: 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.

Henry A. Jantzi 12/23/88

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

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

LASSITER PROPERTIES, INC.

BY: Henry A. Lassiter, President GRANTOR
Henry A. Lassiter 12/2/84
ITS President

THE NATURE CONSERVANCY, INC.

BY: _____ GRANTEE
Philip Tabas
ITS Director of Land Protection

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

On this 23rd day of December, 1968, before me, the subscriber, personally came Henry A. Lassiter to me known, who being by me duly sworn, did depose and say that he resides at 121 Ben Horton Drive, McDonough, Georgia 30253; that he is the President of Lassiter Properties, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; and it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

James A Economides
Notary Public, State of New York
JAMES A. ECONOMIDES:
Notary Public, State of New York
Residing in Albany County
Commission Expires: *October 31, 1990.*

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

On this _____ day of _____, 19____,
before me, the subscriber, personally came Philip Tabas,
to me known, who being by me duly sworn, did depose and say that he
resides at 9 Glen Road, Newton Center, Massachusetts 02159
_____ ; that he is the Director of Land Protection of
The Nature Conservancy, Inc., the corporation described in and
which executed the foregoing instrument; that he knows the seal of
said corporation; that the seal affixed to said instrument is such
corporate seal; and it was so affixed by order of the board of
directors of said corporation and that he signed his name thereto by
like order.

Notary Public, State of New York

SCHEDULE A
LEWIS COUNTY

Parcels CR 1 (a)(b)(c), 2, 3

CR 1

Parcel CR-1 (a)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Diana, County of Lewis and State of New York, and being all of or a part of the following Lots of the subdivision of Macomb's Purchase, Great Tract No. 4; Lots 17, 18, 19, 20, 21, 22, 23, 24, and 26 containing 5820 acres more or less, bounded and described as follows:

BEGINNING at the most southerly corner of Lot 12 of said Macomb's Purchase, Great Tract 4, thence N 40 E 92.20 chains to a point, said point being the most northerly corner of Lot 19 situate on the division line between the Counties of Lewis and St. Lawrence, thence S 46 05 W 127.00 chains along said county line to a point; said point being the Northeasterly corner of the County of Lewis and the common corner of the Counties of Lewis, Herkimer and St. Lawrence, thence S 8 10 W 266.40 chains along the westerly bounds of Herkimer County to a point; said point being the Southeasterly Corner of the Town of Diana and lying on the Northerly bounds of Chassanis Tract, thence N 79 30 W 18.16 chains along said Chassanis Line to a point of intersection with a line drawn from the aforesaid point of beginning and parallel to the East bounds of Lewis County, thence N 8 10 E 278 chains along said line to the point of beginning.

Parcel CR-1 (b)

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Diana, County of Lewis, and State of New York, and being a part of the following lots of the subdivision Macomb's Purchase, Great Tract No. 4; Lots 13 and 18 containing 653 acres more or less, bounded and described as follows:

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BEGINNING at the most southerly corner of Lot 12 of said Macomb's Purchase, Great Tract 4, and the most easterly corner of Lot 13, thence along the northerly line of Lot 13 N 45 W 60.58 chains to a point, thence S 45 W 50.65 chains along the East bounds of lands of the Elijah Lake Club to a point, thence N 45 W 38.14 chains to point on the line between Lots 13 and 10, thence S 45 W 52.00 chains along the West bounds of Lot 13 to a point approximately 500 feet northerly of Fish Creek, thence on a line 500 feet northerly of and generally parallel to Fish Creek the following three courses and distances:

S 73 50 E 43.00 chains

S 57 20 E 35.00 chains

S 85 10 E 66.20 chains

to the westerly bounds of Parcel CR-1 (a) thence northerly along the west bounds of CR-1 (a) N 8 10 E 39.60 chains to the point of beginning.

Parcel CR-1 (c)

ALL THAT TRACT OR PARCEL of land situate in the Town of Diana, County of Lewis, State of New York and being part of Lot 17 of Macomb's Purchase, Great Tract 4 containing 110 acres more or less bounded and described as follows:

Beginning at a point in the west line of Parcel CR-1 (a), said point being situate 500' north of the north bank of the Middle Branch of the Oswegatchie River; thence westerly parallel to, and 500' northerly of the north bank of said river to a point, said point being the intersection of a line which is parallel with the west line of Parcel CR-1 (a) and 300' westerly and downstream from the base of a falls in the Oswegatchie River known as Rainbow Falls; thence southerly along said line to a point located 500' southerly from the south bank of the Oswegatchie River; thence easterly parallel to, and 500' southerly from the south bank of said Oswegatchie River to a point, said point being located in the westerly bounds of Parcel

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CR-1 (a), thence northerly along the west bounds of Parcel CR-1 (a), to the point of beginning.

The above three parcels CR-1 (a), (b) and (c) are adjoining and contiguous parcels containing an aggregate of 6583 acres.

Together with a permanent easement over the bed and waters of the Middle Branch of the Oswegatchie River for the benefit and use of the general public for canoeing purposes only from the most westerly boundary of Parcel CR-1 (c) in a generally westerly direction downstream to the point where the Middle Branch passes under the Bryant Bridge Road; a town highway under the jurisdiction of the Town of Diana. Canoeing shall include the right to portage over the adjacent lands of the Grantor whenever such portaging is necessary.

Together with a permanent easement over the roadway which commences at the terminus of the Bryant Bridge Road where same passes over the Middle Branch of the Oswegatchie and continues in a general easterly direction, over lands of the Grantor, to the most westerly bounds of Parcel CR-1 (a) for use by the public only for purposes of transporting canoes and canoeists to the lands encumbered by the easement herein conveyed where the same may be launched. No other use may be made by the public of this roadway; in no event may any vehicles be parked along the roadway as the same passes over the lands of the Grantor.

Parcel CR-2

All that tract or parcel of land, situate in the Town of Croghan, County of Lewis and State of New York, and being a part of the sub-division of Great Lot No. 5 of Macomb's Purchase, ranges, 13, 14 and 15 east, Lot 20 North; ranges 13, 14 and 15 east, Lots 21, 22, 23 and 24 north, containing 4976 acres more or less bounded and described as follows:

Beginning at a post and stones in the Chassanis Line at its intersection with the county line between Lewis on the west and

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Herkimer on the east; thence N 79 1/2 deg. west along said Chassanis line 210 chains to a post, the corner of ranges 12 and 13 east, Lot 24 north; thence S 7 deg. west along the line between ranges 12 and 13 104 chains to a post; thence S 84 deg East 1 chain 40 links to a post; thence S 7 deg. West along a line of marked trees 124 chains 40 links to a post standing in the north line of 916 acres conveyed to I.B. Basselin; thence easterly along a line of marked trees 25 chains 97 links to a post and stones, the northeast corner of the said 916 acres; thence South 7 deg West 6 chains; thence about S 83 deg. E 53 chains, more or less, to a point situate 3 chains N 7 deg. East from the most northerly point of the property reputedly owned by the Future Farmers of America and previously conveyed to the Long Pond Fish & Game Association, being those lands bounding Rock Pond and Long Pond; thence about S 62 deg. 00' E 138 chains, more or less, to a point on the said Lewis-Herkimer County line and situate 57 chains N 7 deg. 45' E along said line from its point of intersection with the "Watson" or Hypothenuse line; thence N 7 deg. 45' E 269 chains along said county line to the place and point of beginning.

TOGETHER WITH all rights-of-way heretofore granted to the Grantor including specifically a perpetual right-of-way from the Town Road known as the Long Pond Road over the "Bald Mountain" Road running northerly, the "Steam Sleigh" road running north, northeasterly, the "New Road" running northeasterly to the County line, and a road running southeasterly from the gravel pit on the said New Road to the southeasterly part of the above described premises.

Parcel CR-3 (a)

All that tract or parcel of land situated in the Town of Croghan, County of Lewis and State of New York, and being all or a part of ranges 8, 9, 10, 11 and 12 East, Lots 21, 22 and 23

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north of the Sub-divisions of Great Lot No. 5 of Macomb's Purchase containing 1950 acres more or less, bounded and described as follows:

Beginning at a post and stones in the northerly edge of the Oswegatchie River and standing on the east line of land conveyed to W.W. & Y. Rice, and it is at the northwest corner of 257 25/100 acres conveyed to L.V. Bisha, and running thence along said line and the same course continued N 5 deg. East 120 chains to a post and stones marked B; thence S 85 deg. East 85 chains to a spruce sapling; thence S 5 deg. West 40 chains 45 links to a post; thence N 85 deg. West 9 chains 69 links to a post and stones; thence S 5 deg. West 60 chains to a post and stones; thence S 85 deg. East 60 chains to a post and stones; thence N 20 deg. East 25 chains to a post and stones; thence N 80 deg East 33 chains to a post and stones; thence N 5 deg. East 20 chains to a post and stones; thence N 80 deg. West 59 chains, 90 links to a post and stones; thence N 5 deg. east 50 chains to a post and stones; thence S 85 deg. East, 99 chains to a post and stones on a flat rock; thence S 5 deg. West 60 chains to a post; thence N 80 deg. West 10 chains to a post and stones; thence S 5 deg. West 86 chains to a post and stones in the line of the 20 and 21 North Ranges and the North line of land conveyed to T.B. Basselin and Remington; thence along the same Westerly, 138 chains to the Southeast corner of the said 257 25/100 acres; thence along the same N 5 deg. East 35 chains to the Northeast corner thereof; thence N 85 deg. west 19 chains 50 links to a corner thereof; thence S 60 deg. West 28 chains to a corner thereof; and thence S 85 deg. west 22 chains to the place of beginning, as surveyed by J.P. Brownell and Son, October 1893 and May 1894. The premises herein conveyed are intended to be the same premises that were conveyed by The Lewis, Slocum & Lefevre Co., Incorporated to The J.P. Lewis Company by a deed dated October

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17, 1938 and recorded at Lewis County Clerk's Office in Liber 182 of Deeds at Page 146.

Parcel CR-3 (b)

All that tract or parcel of land situate in the Town of Croghan, County of Lewis and State of New York, and being the same premises conveyed to the J.P. Lewis Company by Adirondack Core and Plug Company by a deed dated December 30, 1946, and recorded at Lewis County Clerk's Office in Liber 205 of Deeds at Page 489, which deed incorporates by reference the premises conveyed by Lawrence J. Goodale to Augustus E. Maxwell, Peter Yousey and Christian Yousey by a deed dated October 15, 1903, and recorded at Lewis County Clerk's Office in Liber 105 of Deeds at Page 419. Said tract contains a total of 3969.5 acres more or less and is more particularly described as follows:

"All that tract or parcel of land situate in the Town of Croghan, County of Lewis and State of New York, described and bounded as follows vis: Being part of ranges 8-9-10-11-12 East of Lots 21-22-23 & 24 North of the subdivisions of Great Lot No. 1 of Macomb's Purchase. Beginning at the corner of the 12 & 13 East Ranges, a post and stones on the Chassanis line and runs thence along said line N 81 1/2 deg. W 265 38/100 chains to a spruce tree cornered and being set for a the corner of the 8 & 9 East Ranges, being also, the N.E. corner of 127 25/100 acres, conveyed to Amelia Wright, Sept. 1, 1881, thence along the east line thereof to and along the East line of 126 acres conveyed to Ralph Wright 124 40/100 acres conveyed to William Wright and 125 acres conveyed to Joseph Grosmanin S 5 deg. W 62 3/100 chains to the S.E. corner of the said 125 acres, thence along the south line thereof N 84 deg. W 14 75/100 chains to the northeast corner of 85 acres conveyed to said Joseph Grosmanin; thence along the East line thereof S 4 deg. E 18 chains to the southeast corner thereof, a post and stones in the north line of 109 acres contracted to Daniel Kahler, thence along said N. line S 84 deg.

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E 10 chains to a post, the N.E. corner thereof thence along the E. line thereof S 6 deg. W 20 chains to a post the S.E. corner thereof; thence along the S. line thereof N 84 deg. W 50 chains to a post, the southwest corner thereof; thence along the west line thereof N 6 deg. E 28 chains to a post in the southerly line of the aforesaid 85 acres conveyed to said Joseph Grosmangin; thence along the same N 84 deg. W 29 4/100 chains to a post in the E. line of land owned by the Gouverneur Wood Pulp Co.; thence along the same along a line of marked trees run for the line of the 7 & 8 East ranges South 36 37/100 chains to a post & stones the most northwesterly corner of 155 acres conveyed to Lyman Barber, September 28, 1870 thence along the northerly and easterly line thereof as follows: S 83 1/4 deg. E. 8 82/100 chains to a post an angle; thence S 6 3/4 deg. W. 6 2/100 chains to a post an angle; thence S 83 1/4 E 30 chains to a post an angle; thence S 6 3/4 deg. W. 36 chains to a post an angle; thence N 84 1/4 deg. W 6 6/100 chains to a post an angle; thence S 5 3/4 deg. W. 12 5/100 chains to a post, the N.E. corner of 100 acres conveyed by Thomas Hickey to Elmer P. Lake formerly the Rice lands; thence along the E. line thereof S 5 deg. W 6 46/100 chains to a post in the line of the 21 & 22 North Ranges; thence along said line S 84 1/2 deg. E. 63 32/100 chains to a post & stones in the W. line of 1950 acres contracted to John Bisha; thence along the same the following courses and distances N 5 deg. E 67 20/100 chains to a post & stones; thence S 85 deg. E. 85 chains to a spruce sapling; thence S 5 deg. W 40 45/100 chains to a post marked B; thence N 85 deg. W. 9 69/100 chains to a post & stones; thence S 5 deg W. sixty chains to a post & stones; thence S 85 deg. E. 60 chains to a post and stones; thence N 20 deg. E 25 chains to a post & stones; thence N. 80 deg. E. 33 chains to a post & stones; thence N 5 deg. E. 20 chains to a post

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& stones; thence N. 80 deg. W. 59 90/100 chains to a post & stones; thence N 5 deg. E. 50 chains to a post & stones; thence S 85 deg. E 99 chains to a post & stones; thence 5 deg. W 60 chains to a post marked B; thence N 80 deg. W. 10 chains to a post & stones; thence S 5 deg. W. 86 chains to a post & stones in the line of the 20, 21 north ranges and the N. line of land conveyed to T.B. Basselin; thence along the same line of marked trees easterly 33 44/100 chains to a post at corner of land conveyed to the Remington Paper Company; thence along the same line of marked trees runs for the line between the 12 & 13 East ranges N 5 1/2 deg E. 124 43/100 chains to a post & stones; thence westerly 1 40/100 chains to a post & stones; thence along the line of marked trees N 5 1/2 deg. E. 104 chains to the place of beginning.

Excepting and reserving all of Lot 24 north, range 9 and all of Lot 24 north, range 10, Macomb's Purchase, Great Tract No. , containing 299 acres. The net acreage encumbered by the conservation easement herein is 3670.5 acres.

The total acreage of parcels CR 3 (a) and (b) is 5620.5.

Parcel CR-3 (c)

The right of ingress and egress over a certain right-of-way described in an agreement between Anthony Zehr and Arline R. Zehr, Ralph Zehr and Arlene I. Zehr, grantors, and the J.P. Lewis Company, grantee, dated June 26, 1961, and recorded at Lewis County Clerk's Office in Liber 265 of Deeds at Page 129, which right-of-way leads northerly from the Long Pond Road, so-called.

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