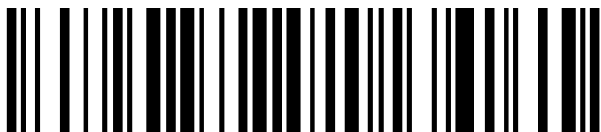




FRANKLIN COUNTY – STATE OF NEW YORK
KIP CASSAVAW, COUNTY CLERK
P.O. BOX 70, 355 W. MAIN ST, STE 248, MALONE, NEW YORK 12953

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



INSTRUMENT #: 2024-2997

Receipt#: 2024314920
Clerk: SM
Rec Date: 06/28/2024 09:50:07 AM
Doc Grp: RP
Descrip: EASEMENT
Num Pgs: 48
Rec'd Frm: N Y S ATTORNEY GENERAL

Party1: NATURE CONSERVANCY
NATURE CONSERVANCY INC
Party2: N Y S PEOPLE OF
ENVIRONMENTAL CONSERVATION
COMMISSIONER
Town: HARRIETSTOWN

Recording:

Cover Page	0.00
Recording Fee	0.00
Cultural Ed	0.00
Records Management - Coun	0.00
Records Management - Stat	0.00

Sub Total: 0.00

Transfer Tax
Transfer Tax 0.00

Sub Total: 0.00

Total: 0.00
**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
Transfer Tax #: 1824
Exempt

Total: 0.00

Record and Return To:

MR. ROBERT A MORRELL
SUPERINTENDENT OF REAL PROPERTY
DEPT OF ENVIRONMENTAL CONSERVATION
625 BROADWAY
ALBANY NY 12233

I hereby certify that the within and foregoing was
recorded in the Franklin County Clerk's Office.

County Clerk

Notice Information may change during the
verification process and may not be reflected on this
page

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
CONSERVATION EASEMENT
AND
ACCESS EASEMENT

THIS CONSERVATION EASEMENT (hereinafter the "Conservation Easement"), made this 27th day of June, 2024, between

THE NATURE CONSERVANCY, a District of Columbia non-profit corporation having its principal office at 4245 North Fairfax Drive, Arlington, Virginia 22203, authorized to conduct business in the State of New York as The Nature Conservancy, Inc. and maintaining an Adirondack Office at 8 Nature Way, Keene Valley, New York 12943 (hereinafter "The Nature Conservancy" or "Grantor"), and

THE PEOPLE OF THE STATE OF NEW YORK, acting by and through their Commissioner of Environmental Conservation, having an office at 625 Broadway, Albany, NY, 12233 (hereinafter "Grantee" or "Grantees").

Grantor and Grantee are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Grantor is the owner, in fee simple, of certain real property located in the Town of Harrietstown in Franklin County, State of New York, which is legally described in **Schedule A**, subject to those encumbrances and exceptions set forth in **Schedule C**, both attached hereto and made a part hereof, and identified as "Franklin 130.02 Follensby River Area Contains 5,985± acres" as shown on the map entitled "Map Showing Conservation Easement Areas to be Acquired by The People of the State of New York Pursuant to Section 3-0305 and 49-Title 3 of the Environmental Conservation Law Designated as Projects: Franklin 130.01 Follensby Pond Area, Franklin 130.02 Follensby River Area, Vendor: The Nature Conservancy, Inc. Easement Acquisition situate in Townships 25 and 26, Macomb's Purchase, Great Tract One Towns of Tupper Lake and Harrietstown, County of Franklin State of New York" signed on June 17, 2024 by Robert L. Stickney, PLS Reg. No. 050867, filed in the Albany office of the New York State Department of Environmental Conservation as DEC Map No. 12,849, and filed in the Franklin County Clerk's Office June 17, 2024 as Filed Map No. Plat C-123 and Instrument No. 2024-5002742 (hereinafter the "Protected Property"). A reduced version of DEC Map No. 12,849 is attached hereto as **Exhibit 1**;

WHEREAS, Grantee is authorized to accept and hold conservation easements to protect property important to the conservation of natural resources under the provisions of New York State Environmental Conservation Law (ECL), Title 3 of Article 49;

WHEREAS, it is the intention of the Parties, by Grantor's grant of this Conservation Easement, and Grantee's acceptance of the same, to fulfil the purposes set forth in Section 2 herein;

WHEREAS, Grantor is the owner, in fee simple, of certain real property located in the Town of Harrietstown in Franklin County, State of New York, upon which are private roads that are depicted in **Exhibit 1** and on the "Map of Access Easement To Protected Property" attached hereto as **Exhibit 2** and identified in the "Access Easement" set forth in **Schedule B**; and

WHEREAS, Grantor desires to convey and Grantee desires to acquire the right of ingress, egress, and regress over such private roads identified in **Schedule B** in order to access the Protected Property;

NOW, THEREFORE, Grantor, for the consideration of THREE MILLION, SEVEN HUNDRED TWENTY-FOUR THOUSAND Dollars (\$3,724,000.00) and other valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, grants, conveys, and releases to Grantee the Access Easement described in **Schedule B** and this Conservation Easement in perpetuity, pursuant to Article 49, Title 3 of the ECL in, on, over, under, and upon the Protected Property on the terms and conditions set forth herein:

1. DEFINITIONS:

Capitalized words or terms used in this Conservation Easement, or in documents associated with this Conservation Easement (such as the Baseline Documentation), shall have the definition and interpretation as set forth in **Appendix A** attached hereto and incorporated herein, unless such word or term is otherwise specifically and intentionally defined elsewhere in this Conservation Easement.

2. PURPOSES:

This Conservation Easement is hereby granted to effect the following purposes (hereinafter, the "Purposes") in perpetuity.

2.1. Protect the Scenic and Conservation Values.

To protect the scenic and Conservation Values of the Protected Property which include its Watercourses, Water Bodies, Wetland complexes, mixed hardwood forests, soil productivity and natural habitats for native flora and fauna, while allowing for prevailing Ecological Processes to affect the Protected Property over time.

2.2. Forest Management.

To allow for the limited management of the forest of the Protected Property for the primary purposes of maintaining forest health and for scientific study.

2.3. Protect Historic and Cultural Resources.

To protect the historic and Cultural resources of the Protected Property, including those of significance to Indigenous peoples.

2.4. Prohibit Development.

To limit the development of the Protected Property and prevent residential, industrial, and agricultural uses of the Protected Property, except as permitted by this Conservation Easement.

- 2.5. Prohibit Subdivision.
To prohibit Subdivision of the Protected Property for the purpose of avoiding forest fragmentation.
- 2.6. Provide for Public Recreational Uses.
To provide opportunities for Public Recreational Uses, including hunting and fishing, on the Protected Property, with such uses and access managed and limited to the extent necessary to be compatible and not in conflict with the other stated Purposes of this Conservation Easement.
- 2.7. Research for Natural Resource Management.
To provide research and information to aid in natural resource management throughout New York State recognizing the need to adapt to changing climatic conditions.
- 2.8. Educate the Public.
To foster educational opportunities for the public to experience and learn about the natural, scientific, and Cultural values associated with the Protected Property.

3. RESTRICTED RIGHTS, USES AND ACTIVITIES:

- 3.1. Certain Prohibited Uses.
Residential, agricultural, industrial, and Commercial natural resource extraction activities of any kind are prohibited on the Protected Property except as specifically permitted, or reserved, by the terms of this Conservation Easement.
- 3.2. Conveyance of Portions of Protected Property and Subdivision.
The division of the Protected Property into two or more separate and distinctive lots, units, or parcels, whether adjoining or not, for the purpose of sale or conveyance of any portion of the Protected Property to a separate owner ("Subdivision"), or the transfer, conveyance, or sale of less than the entire Protected Property, or any subdivision of specific rights, including easements of any kind, are prohibited, unless allowed pursuant to Section 5 Grantor's Reserved Rights and Obligations, or pursuant to the terms of this Conservation Easement or if approved by Grantee at Grantee's sole discretion, except that the following actions shall not be considered a division or Subdivision as defined in this Conservation Easement and are permitted under this Conservation Easement:
- a. Conveyance of a fee interest in any portion of the Protected Property, or of any rights retained by Grantor in this Conservation Easement with respect to any portion of the Protected Property, to Grantee for addition to the New York State Forest Preserve, or to a third party solely for the purpose of facilitating ultimate conveyance to Grantee for addition to the New York State Forest Preserve;
 - b. Conveyance of portions of the Protected Property to abutters to the extent necessary to resolve a bona fide boundary dispute provided that:
 - 1. Any conveyance for the purpose of resolving a bona fide boundary dispute requires the prior approval of Grantee, which shall not be unreasonably withheld;

2. The portion of the Protected Property conveyed to an abutter to resolve a bona fide boundary dispute shall not remain subject to the terms of this Conservation Easement and by this reference shall be fully released from this Conservation Easement; and
 3. Any real property received by Grantor in exchange for such conveyance to resolve a boundary dispute shall become subject to this Conservation Easement, unless Grantee agrees otherwise, and by this reference shall become subject to the terms of this Conservation Easement.
- c. The grant of an in-common and undivided interest in the Protected Property, or a mortgage on all or a portion of the Protected Property, provided that said grant or mortgage shall be subject to and subordinate to this Conservation Easement;
 - d. Subject to notice and prior written approval of Grantee, which shall not be unreasonably withheld, conveyance of any portion of the Protected Property to:
 1. a governmental agency;
 2. a conservation organization; or
 3. an educational and/or scientific research institution

whose purpose is consistent with the Purposes of this Conservation Easement.

Upon completion of a transfer permitted pursuant to this Section 3.2, Grantor shall provide Grantee with copies of any documents and notice of the name and address of such transferee.

3.3. Impervious Surfaces.

Except as specifically permitted in the Parties' reserved or affirmative rights and obligations or as required by law or regulation, roads, trails, parking lots, and other such areas on the Protected Property shall not be paved or covered with Impervious materials.

3.4. Structures.

Except as specifically permitted by the terms of this Conservation Easement, no Structure shall be constructed or placed in, on, over, or upon the Protected Property. For the purposes of this Conservation Easement, the term "Structure" shall be defined as broadly as possible, and shall include, but not be limited to, any building, facility, edifice, or man-made development of any kind or nature, whether permanent or temporary, including, but not limited to, buildings, Camps, cabins, lean-tos, towers, wind turbines, tanks, antennas, mobile homes, bridges, docks, utilities, fences, billboards, signs, sanitary facilities, or other man-made facilities or improvements; however, for the purposes of this Conservation Easement the term "Structure" shall specifically not include structures used in conjunction with Forest Management Activities, permitted road construction and maintenance, including, without limitation, roads, culverts, and bridges, or those structures such as tree stands or hunting/observation blinds associated with wildlife dependent recreation with an area less than 64 square feet.

3.5. Utilities.

- a. No new telephone, cellular, fiber optic, cable television, electric, gas, water supply including wells and springs, solar, sewer, or other utility Structures or towers shall be located over, under, in, on, upon, or above the Protected Property, except as follows:
 1. Pursuant to the provisions of Section 49-0305-7(b) of the ECL when no reasonable alternative exists and only to the minimum extent necessary to accommodate the new utility;
 2. Pursuant to the provisions of Section 49-0307-3(e) of the ECL;
 3. Solar panels or other stand-alone utilities to power research equipment and other allowed Structures, including Camps and their Accessory Structures, and structures used in conjunction with Forest Management Activities and with permitted road construction and maintenance, including, without limitation, roads, culverts, and bridges, on the Protected Property; or
 4. Any utility corridors, utility Structures or towers that are proposed to be built in the future and specifically permitted by the terms of this Conservation Easement, or with the prior approval of Grantee.
- b. Any energy generation on the Protected Property is limited to use only on the Protected Property.

3.6. Forest Management for Commercial Purposes.

Forest Management Activities for Commercial purposes shall be prohibited on the Protected Property.

3.7. Waste and Chemical Use, Storage, and Disposal.

- a. The dumping or storage of ashes (except those generated from campfires and heating on the Protected Property), trash, waste, non-composted organic waste, sewage, scrap material, debris, sediment discharges, petroleum products, leached compounds, or garbage, on any portion of the Protected Property is prohibited, except the following:
 1. Disposal of sand and gravel mining waste on the Protected Property as referenced in Section 3.8 Mining; Sand and Gravel Use;
 2. Organic logging debris;
 3. Routine, temporary storage of materials used in connection with Forest Management Activities;
 4. Routine, temporary storage of household trash and debris associated with a Camp provided that it is stored within a container designed for such use and located inside of an enclosed Structure;

5. Routine, temporary storage of petroleum products in above-ground (not buried) safety containers designed for that purpose, not to exceed one hundred (100) gallons per container;
6. Routine, temporary storage of materials used in connection with Grantor or Grantee in the furtherance of their other respective rights and obligations in the Protected Property; and
7. New outhouses, pit privies, porta-potties, or gray water collection systems pursuant to Section 4 Grantee's Affirmative Rights and Obligations and Section 5 Grantor's Reserved Rights and Obligations, provided that:
 - i. Such new outhouses, pit privies, porta-potties, and gray water collection systems are located more than one-hundred fifty (150) feet from a Watercourse, Water Body, or Wetland, and
 - ii. Are within the one (1) acre exclusive use envelopes if associated with a Camp, or
 - iii. If such outhouses, pit privies, porta-potties, and gray water collection systems cannot be suitably located within these designated areas, Grantor reserves the right to utilize another suitable location subject to the prior written approval of Grantee.
- b. No wastewater, sewage, chemical wastes, or other hazardous waste materials shall be dumped or stored on the Protected Property except as provided for in this Conservation Easement.
- c. Grantor shall ensure the removal of any trash or debris (except for organic logging debris) from the Protected Property caused by Grantor's activities.
- d. Grantee shall ensure the removal of any trash or debris from the Protected Property caused by Grantee's activities or as a result of Public Recreational Use of the Protected Property.
- e. The use and storage of chemicals on the Protected Property is prohibited, except for scientific research and analysis, education, property management or as necessary to exercise Grantor and Grantee's respective rights and obligations; and as required by law or regulation.

3.8. Mining; Sand and Gravel Use.

Mining of the Protected Property is prohibited except for sand and gravel extraction by Grantor or Grantee in the furtherance of their respective rights in the Protected Property as permitted below and in accordance with the following restrictions on such extraction and use:

- a. The mining or extraction of soil, sand, rock, fuel, or any other mineral substance, using any method that disturbs the surface of the land, is prohibited, and in no case shall surface or subsurface mining of subsurface oil, gas, or other minerals be permitted, except the Parties shall have the right to extract sand and gravel from the Protected Property to the extent necessary to exercise Grantor's Reserved Rights and Obligations as defined in Section 5 and Grantee's Affirmative Rights and Obligations as defined in Section 4;
- b. Sand and gravel originating on the Protected Property shall not be deposited, sold, or used off the Protected Property except that Grantor and Grantee may transport and use such sand and gravel:

1. Within those lands identified as “Franklin 130.01 Follensby Pond Area, Contains: 8,660± acres” as shown on the map entitled “Map Showing Conservation Easement Areas to be Acquired by The People of the State of New York Pursuant to Section 3-0305 and 49-Title 3 of the Environmental Conservation Law Designated as Projects: Franklin 130.01 Follensby Pond Area, Franklin 130.02 Follensby River Area, Vendor: The Nature Conservancy, Inc. Easement Acquisition situate in Townships 25 and 26, Macomb’s Purchase, Great Tract One Towns of Tupper Lake and Harrietstown, County of Franklin State of New York” dated June 17, 2024 by Robert L. Stickney, PLS Reg. No. 050867, filed in the Albany office of the New York State Department of Environmental Conservation as DEC Map No. 12,849, and filed in the Franklin County Clerk’s Office June 17, 2024 as Filed Map No. Plat C-123 and Instrument No. 2024-5002742 attached as **Exhibit 1** (the “Franklin 130.01 Follensby Pond Area), or
2. Within five (5) miles of the boundary of the Protected Property on adjacent lands of Grantee or Grantor, excluding Grantor’s successors or assigns, solely for the purposes of constructing, maintaining, replacing, or repairing roads and associated infrastructure servicing or accessing the Protected Property;
- c. In order to minimize overall impacts, conserve forested areas, and avoid opening new pits, the Parties shall use existing sand and gravel pits identified in the Baseline Documentation or locations otherwise approved by Grantor;
- d. Operation of sand and gravel pits and the removal of sand and gravel by either Party shall minimize adverse environmental and visual impacts and comply with applicable local, state, and federal laws and regulations;
- e. The total area of the Protected Property impacted at any one time by sand and gravel extraction, including any site not re-graded and reclaimed, and any area occupied by waste piles, shall not exceed twenty-five (25) acres of the Protected Property. Neither Party shall allow the total area affected to exceed twenty-five (25) acres of the Protected Property without first the abandonment and reclaiming of areas already affected by sand and gravel extraction; and
- f. Reclamation shall consist of permanently stabilizing the area impacted by the mining through grading and re-vegetation utilizing native and weed-free mulches and plant materials. Grading shall create site conditions that are conducive to natural regeneration of vegetation or planting of trees.

3.9. Invasive Species, Pests, and Pathogens and Control Treatments.

- a. Actions to prevent of the introduction of, or to control, known or suspected Non-Native Species, Invasive Species, pests, or pathogens on the Protected Property are prohibited, except as follows:
 1. Grantor reserves the right to take actions to prevent the introduction of, or to control, known or suspected Non-Native Species, Invasive Species, pests, or pathogens whether on a routine basis or in an emergency situation.
 2. Upon the conveyance by The Nature Conservancy, as Grantor, of fee title to the Protected Property to a successor in interest, Grantee shall have the right to take actions to prevent the

introduction of, or to control, known or suspected Non-Native Species, Invasive Species, pests, or pathogens if the Non-Native Species, Invasive Species, pests or pathogens threaten the Conservation Values, threaten human health and safety or threaten to significantly interfere with Grantee's rights to provide Non-Motorized Public Access and non-motorized Public Recreational Use, and after consultation with the fee owner.

- b. The use and storage of mechanical controls, biological controls, herbicides, pesticides, fungicides, rodenticides, fertilizer, or other chemicals for the purpose of treatment of Non-Native Species, Invasive Species, pests, or pathogens on the Protected Property is prohibited, except that, with advance notice to Grantee, the following are permitted:
 - 1. To control a pest or disease outbreak that threatens the health of the Conservation Values of the Protected Property or which threatens Grantor's long-term investment in the Protected Property;
 - 2. As necessary for Forest Management Activities as referenced in Section 5.13 Non-Commercial Forest Management;
 - 3. To control infestations of rodents or insect pests for human health and safety purposes; or
 - 4. To control Non-Native Species, Invasive Species, pests, and pathogens.

3.10. Exterior Lighting.

Permanent exterior lighting or artificial illumination is prohibited on the Protected Property, except that Grantor shall have the right to use permanent exterior artificial illumination, if necessary, for the enjoyment of the Reserved Rights and Obligations by Grantor and upon prior approval of Grantee. Such lighting shall be fully shielded and pointed downward unless otherwise required by law or regulation.

3.11. Water Rights.

The sale or deliberate off-property transfer of surface or groundwater is prohibited. This provision does not prohibit the removal of water samples from the Protected Property for scientific testing, research or similar purposes.

3.12. Dams and Water Impoundments.

The construction of new dams or impoundments, or manipulation and alteration of Watercourses, Water Bodies or Wetlands, on the Protected Property is prohibited, except as set forth below:

- a. Grantor shall have the right to use, operate, maintain, and replace in-kind any existing dam or impoundment and manipulate or alter Watercourses, Water Bodies, or Wetlands on the Protected Property, in a manner consistent with their historical use, purposes, and impacts, as identified in the Baseline Documentation;
- b. Grantor shall have the right to undertake actions to preserve water levels and water quality, or to prevent the erosion of any slope or shoreline, provided that such actions shall be subject to the prior written approval of Grantee;
- c. Prior written approval of Grantee, as well as any necessary and applicable permits and regulatory approvals, are required for the following:

1. any and all construction of new dams or impoundments;
 2. new Structures, roads, culverts, or bridges for manipulation or alteration of Watercourses, Water Bodies, or Wetlands; or
 3. the expansion or other change in size, relocation or abandonment of existing dams, impoundments, manipulated or altered Watercourses, Water Bodies, or Wetlands;
- d. Grantor shall not be required to notify Grantee in advance of taking any and all actions necessary in response to an emergency situation relating to dams, impoundments, Watercourses, Water Bodies, or Wetlands; however, Grantor shall provide notice to Grantee within forty-eight (48) hours of taking any such emergency action;
- e. Grantor reserves the right to conduct routine maintenance activities for the purpose of protecting and maintaining dams, impoundments, roads, trails, culverts, bridges, or other Structures and improvements on the Protected Property, including the lawful removal or breaching of beaver dams or lodges, and the lawful control of beaver populations. Grantor shall not be required to notify or seek approval of Grantee in advance of conducting said activities.
- 3.13. Non-Native Species.
Grantor shall not plant or intentionally introduce, release, or broadcast any Non-Native Species, Invasive Species, hybrid, or Genetically Modified species on the Protected Property, unless such action provides a forest ecosystem benefit, prevents soil erosion, or enhances wildlife populations or habitats, and such action results from Grantor obtaining the prior written approval of Grantee which approval shall not be unreasonably withheld or conditioned.
- 3.14. Development and Building Rights.
Except as specifically provided for by the terms of this Conservation Easement, the development and building rights associated with the Protected Property are hereby extinguished and as a result of such extinguishment shall not be available for transfer to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise. Neither the Protected Property nor any portion thereof shall be included as part of the gross area of any other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open space requirements under an otherwise applicable statute, regulation, or ordinance controlling land use and building density.
- 3.15. Float Plane Access.
The landing of float planes on the Watercourses and Water Bodies of the Protected Property is prohibited.
- 3.16. Forest Carbon Projects.
The sale, trade, or exchange of quantifiable forest carbon or soil carbon benefits associated with the Protected Property, such as participating in a greenhouse gas emission offset program or carbon credit program, is prohibited. Notwithstanding this provision, Grantor shall have the right to sell, trade, or exchange other quantifiable natural resource benefits associated with the Protected Property, as more fully set forth in Section 5.16 Natural Resource Benefits.

4. GRANTEE'S AFFIRMATIVE RIGHTS AND OBLIGATIONS:

Grantor grants to Grantee the following affirmative rights and obligations which shall run in perpetuity with the Protected Property (hereinafter "Grantee's Affirmative Rights and Obligations"):

4.1. Right to Enter and Access.

- a. **Right to Enter Protected Property.** Grantee shall have administrative access on, over, and across the Protected Property:
 1. At all times, to exercise and administer Grantee's Affirmative Rights and Obligations set forth in this Conservation Easement and for emergency purposes; and
 2. With twenty-four (24) hour advance notice to Grantor, to monitor and assure compliance with the terms and conditions of this Conservation Easement.
- b. **Access Easement to the Protected Property.** Grantee shall have access to the Protected Property pursuant to a non-exclusive right, privilege, and easement for ingress, egress, and regress from the public road (known as "Stetson Road") over the existing gravel road (identified as "Follensby Pond Road" in **Exhibit 2** and as described in **Schedule B**) to the Franklin 130.01 Follensby Pond Area and through the Franklin 130.01 Follensby Pond Area to the Protected Property. Said easement is more particularly described and set forth in **Schedule B** and depicted on **Exhibit 1** and **Exhibit 2**.

4.2. Right to Provide for Public Access and Public Recreational Use.

Grantee is hereby granted the rights to provide Non-Motorized Public Access and non-motorized Public Recreational Use on the Protected Property in perpetuity, together with the right to construct and maintain Recreational Amenities and other improvements, subject to the following provisions:

- a. No Public Access or Public Recreational Use is granted in, on, or over the one (1) acre exclusive use envelopes associated with Camps as set forth in Section 5.5 Right to Lease, except that if a road or trail passes through a one (1) acre exclusive use envelope, Grantee and the public may travel upon that road or trail to traverse the envelope until such time as an alternate road or trail may be constructed outside the envelope in which case Grantee and the public shall use the alternate road or trail.
- b. Non-motorized Public Recreational Uses shall include, but are not limited to, camping, campfires, hiking, cross-country skiing, snowshoeing, fishing, hunting, and trapping. Notwithstanding the foregoing, recreational biking, electric bicycle use, and horseback riding are not permitted on the Protected Property.
- c. Grantee shall have the right to allow persons with mobility disabilities to use non-motorized wheelchairs, motorized wheelchairs, or other power-driven mobility devices (as defined under 28 CFR 35.137 and 28 CFR 35.130) on roads and trails that may be designated as open to the public for Non-Motorized Public Access and non-motorized Public Recreational Uses, through the recreation management planning process.
- d. Non-motorized Public Recreational Uses and Non-Motorized Public Access will be implemented through an Interim Recreation Management Plan or a Recreation Management Plan, as more fully set forth in Section 4.4 Preparation of Recreation Management Plan.

4.3. Right for Public Recreational Amenities.

Grantee is hereby granted the following rights on the Protected Property:

- a. Grantee shall have the right to construct, install, use, repair, maintain, improve, abandon, or remove at Grantee's sole expense existing or new Recreational Amenities that are related or accessory to the Public Recreational Uses permitted on the Protected Property, including but not limited to lean-tos or weather shelters, boat launches, pit privies, Campsites, bridges, viewshed platforms, docks, bridges, trails, kiosks and signs, barriers, fences, and gates necessary to facilitate the management of the public access and Public Recreational Uses of the Protected Property.
- b. Should any Structure, road, culvert, or bridge located on the Protected Property that is legally owned by Grantee, including any building, deteriorate to such a condition that Grantee in its sole discretion determines is dangerous to occupy or be around, Grantee, at its sole cost and expense and in its sole discretion, shall either correct the hazard or demolish such Structure or building.
- c. Grantee shall provide Grantor written notice of any trees and other vegetation that may need to be harvested in order for Grantee to implement Grantee's Affirmative Rights and Obligations. Such notice shall be specific as to what trees and other vegetation needs to be removed in order to implement such rights. Grantor shall have a reasonable period of time to remove such trees and other vegetation, taking into account weather and soil conditions. Any and all trees and other vegetation harvested for such purpose shall belong to Grantor. In the event that Grantor chooses not to remove such trees and other vegetation or fails to remove such trees and other vegetation within a reasonable time period, then Grantee shall have the right to remove such trees and other vegetation and shall stack the trees and other vegetation at a designated place on or near the harvesting location.
- d. Grantee shall install and maintain appropriate signage to advise the public of the permitted and prohibited public access and Public Recreational Uses of the Protected Property.

4.4. Preparation of Recreation Management Plan.

Grantee shall develop a Recreation Management Plan at its sole expense, to facilitate and manage public access to and Public Recreational Uses on the Protected Property. The Recreation Management Plan shall comply with the terms and conditions of this Conservation Easement and Grantee shall update, amend, or revise it in writing from time to time as needed to reflect Grantee's implementation of Grantee's Affirmative Rights and Obligations. The Recreation Management Plan shall be used as a tool for Grantee to implement Grantee's Affirmative Rights and Obligations as granted in this Conservation Easement.

- a. Grantee shall consult with Grantor when developing the Recreation Management Plan and Grantor shall be provided the opportunity to provide recommendations to Grantee on Public Recreational Use of the Protected Property during the recreational planning process.
- b. Before the Recreation Management Plan is released for public comment, Grantor shall have thirty (30) days from the receipt of the draft Recreation Management Plan to review and provide comments on said plan to Grantee.

- c. Until the Recreation Management Plan is prepared in accordance with this Section, Grantee shall manage Public Recreational Uses on the Protected Property in accordance with an Interim Recreation Management Plan. The Interim Recreation Management Plan shall be in place at the time of this grant. Grantor and Grantee shall agree to and set forth such Interim Recreation Management Plan upon the date of the grant of this Conservation Easement, and on such date the Interim Recreation Management Plan will be in effect and Grantee shall implement initial management of Public Recreational Uses accordingly.
- d. Grantee, at its sole discretion, may prepare the Recreation Management Plan for the Protected Property in combination with recreational plans, unit management plans, or other planning activities associated with nearby conservation easement properties, the Forest Preserve, or other State land.

4.5. Grantee's Duties and Responsibilities for Shared Infrastructure.

- a. Maintenance Costs Associated with Shared Infrastructure. The Parties acknowledge that existing and future Shared Infrastructure on the Protected Property is vital for both Grantee's Affirmative Rights and Obligations to provide for Public Recreational Uses on the Protected Property as granted herein, and for Grantor to fully enjoy and exercise its Reserved Rights and Obligations. The Parties further acknowledge that these amenities will be used by Grantor, Grantee and by the public, and that such use will contribute to the need for routine maintenance of such Shared Infrastructure. The Parties acknowledge the difficulty in allocating the exact costs and responsibilities for routine maintenance of Shared Infrastructure between the Parties. The Parties are, however, committed to establishing a method for equitably sharing the cost and responsibility for maintaining Shared Infrastructure. The Parties agree that the following concepts shall guide the development of a method for equitably sharing the cost and responsibility for construction and routine maintenance of such Shared Infrastructure:
 - 1. Grantee shall be solely responsible for the costs of ensuring that Shared Infrastructure is adequate for Public Recreational Use subject to the availability of funding. In any event, Grantor shall have no responsibility for ensuring that Shared Infrastructure is adequate for Public Recreational Use or for any costs associated with ensuring that the Shared Infrastructure is adequate for Public Recreational Use.
 - 2. The Parties shall share in the cost of any new or replacement Shared Infrastructure, if both Grantor and Grantee agree that they both need such Shared Infrastructure to exercise their respective rights and obligations under this Conservation Easement. The Parties' respective share of such costs shall not exceed those reasonably necessary to construct an improvement that is adequate for each Party's respective use, excluding the Grantee's use of infrastructure pursuant to Section 4.8 Emergency Actions and Section 6.1 Inspections.
 - 3. Neither Party shall be required to expend funds in order to achieve the other Party's standards or guidelines for the construction or maintenance of any Shared Infrastructure. However, if an element of Shared Infrastructure maintained by Grantee for Public Recreational Use is damaged due to the actions of Grantor in the exercise of its rights or obligations herein, Grantor shall contribute towards the repair of said infrastructure to a condition suitable for Public Recreational Use.

4. The Parties shall determine a method for allocating the costs of construction and maintenance of Shared Infrastructure based upon (1) the estimated number of times each Party uses the Shared Infrastructure annually, (2) the requirements of each Party to make the Shared Infrastructure safe for it or the public, and (3) in the case of maintenance, relative impact or wear caused by the types of use attributable to each Party.
 - b. Repair and Correct Damage. Subject to funding, appropriation, and applicable State statute and regulations, Grantee shall repair and correct, at Grantee's sole expense, damage to Shared Infrastructure used for Public Recreational Uses or in the exercise of Grantee's other Affirmative Rights and Obligations, whether identified in the Baseline Documentation, as permitted herein, or as established pursuant to an approved Recreation Management Plan, and over which Grantee has the right to permit Public Recreational Use or uses in the exercise of its Affirmative Rights and Obligations, and which damage is caused either by Public Recreational Use of the Protected Property or directly by Grantee.
 - c. Public Use Suspended Due to Weather. The Parties may consult, as needed, on the effects of wet or dry weather, Mud Season, or similar conditions, on the ability of the Recreational Amenities and Shared Infrastructure to support Public Recreational Use during periods of adverse conditions. After such consultation, Grantee shall have the right to determine whether portions of trails and other Recreational Amenities and Shared Infrastructure need to be repaired, improved, or relocated, or if Public Recreational Use thereon should be temporarily suspended.
- 4.6. Right to Conduct Biological Surveys, Scientific Studies, and Monitoring.
Grantor hereby grants to Grantee the right to undertake, contract for, or otherwise provide for observational biological surveys, scientific studies, and the establishment of long-term monitoring plots (including for periodic assessment of forest health on the Protected Property) that do not involve the capturing, tagging, cutting, removal or other similar manipulation or disturbance of the plants, animals, fish, waters, or mineral materials of the Protected Property. Such activities shall be conducted in coordination with the Consortium, as described in Section 5.1 Educational, Cultural, Research, and Other Activities. The results of any such survey, study, or assessment shall be provided to Grantor. Such surveys, studies, and assessments shall not unreasonably interfere with Grantor's Reserved Rights and Obligations. Grantee shall use reasonable efforts to prevent damage to the Protected Property, and to the real or personal property of Grantor, in the exercise of such right.
- 4.7. Management of Fish and Wildlife Resources.
Grantee is hereby granted the right to install, maintain, repair, replace, and remove Field Structures or devices, or otherwise manipulate animals and plants or habitat intended to study, restore, or enhance populations of or habitat for plants, fish, and other wildlife, which populations or habitats may be located either on or off the Protected Property. The aggregate footprint of all Grantee Field Structures at any one time shall not exceed five hundred (500) square feet unless more square footage is approved by Grantor which approval shall not be unreasonably withheld or conditioned.

4.8. Emergency Actions.

- a. Grantee shall have the right to take emergency action necessary to respond to natural disaster, environmental hazard, nuisance, or threats to human safety in order to preserve the Protected Property and protect the public from such disaster, hazard, nuisance, or threat, provided, however, that Grantee shall have no duty to protect or preserve any property of Grantor beyond that duty owed to any member of the general public in the exercise of its governmental obligation to protect the public from injury or damage caused by such disaster, hazard, nuisance, or threat.
- b. To the extent practicable, Grantee shall notify Grantor of its entry pursuant to this Section 4.8 and shall consult with Grantor regarding such emergency action. Nothing contained in this Section 4.8 shall relieve Grantor from any liability for or duty under this Conservation Easement or under applicable law to repair, remediate, dispose, or otherwise remedy any condition which it may have caused and which is the proximate cause of Grantee's entry pursuant to this Section 4.8.

4.9. Marking Boundaries.

Grantee shall have the right to, at Grantee's expense, and after notification to Grantor, identify, mark, and maintain boundaries with signs in form and content reasonably satisfactory to Grantor describing the public rights associated with the Protected Property.

4.10. Grantee's Administrative Access.

Grantee shall have the right to use Motor Vehicles, and Motorized Equipment and other means, including but not limited to hiking, cross-country skiing, snowshoeing, mountain biking, and horseback riding, throughout the Protected Property as follows:

- a. To monitor and enforce compliance with the provisions of this Conservation Easement anywhere on the Protected Property;
- b. To facilitate the exercise of Grantee's Affirmative Rights and Obligations under the terms of this Conservation Easement; provided, however, that Grantee shall provide prior written notice to Grantor not less than three (3) days before commencing activities that involve substantial construction or the use of heavy machinery, unless such activities are taken pursuant to Section 4.8 Emergency Actions. Such construction activities shall not unreasonably interfere with Grantor's Reserved Rights and Obligations;
- c. Grantee's use of Motor Vehicles and Motorized Equipment on and off road shall be in a manner that causes the least impact to the Protected Property and Grantee shall be responsible for and shall promptly repair any damage caused by Grantee to the Protected Property, including roads and trails, in carrying out its Affirmative Rights and Obligations under this Conservation Easement;

- d. Grantor reserves the right to temporarily restrict Grantee's use of Motor Vehicles and Motorized Equipment for administrative access on roads, trails, and portions of the Protected Property due to impassability, due to unfavorable natural conditions such as Mud Season, or due to management or other activities or conditions that would make travel unsafe. If this occurs, Grantor shall designate alternative administrative access for Motor Vehicles and Motorized Equipment if such access is at all feasible, within a reasonable time. Grantor shall have no responsibility to remove snow from any roads or trails.

4.11. Grantee's Right to Sand and Gravel.

Grantee shall have the right to use sand and gravel located on the Protected Property solely in accordance with the provisions of Section 3.8 Mining; Sand and Gravel Use.

4.12. Right to Build Connecting Roads and Trails.

Grantee shall have the right to construct new roads or trails from adjacent properties west and south of the Protected Property to connect to Moose Creek Road and Litchfield Road, as depicted on **Exhibit 1**, in order to facilitate access for administrative use, non-motorized Public Access, or non-motorized Public Recreational Use. Any new connecting road or trail shall be of a similar size or smaller, of similar construction and of similar character as the road or trail that it is connecting to. Grantee shall have the right to construct such road or trail, at Grantee's sole cost and expense, and any future maintenance, repair, or abandonment of such roads or trails shall be the sole responsibility of Grantee. However, should such road or trail be used by both Parties such that it is Shared Infrastructure, Grantee's and Grantor's duties and responsibilities for the construction, maintenance, and associated costs for Shared Infrastructure shall be as set forth in Section 4.5 Grantee's Duties and Responsibilities for Shared Infrastructure. Construction and maintenance shall comply with the most recent New York State Forestry – Voluntary Best Management Practices for Water Quality Field Guide or its equivalent.

5. GRANTOR'S RESERVED RIGHTS AND OBLIGATIONS:

Notwithstanding anything to the contrary in this Conservation Easement, Grantor specifically reserves all rights as fee owner of the Protected Property not otherwise conveyed or limited by this Conservation Easement including the following rights with respect to the Protected Property (hereinafter, "Grantor's Reserved Rights and Obligations"):

5.1. Educational, Cultural, Research, and Other Activities.

- a. Grantor reserves the right to conduct research, monitoring, educational, and Cultural activities in a manner consistent with the Purposes of this Conservation Easement, and to use and allow the use of Camps and other Structures on the Protected Property for said purposes. Examples of research and monitoring include but are not limited to:
 - 1. the geology, soils, and habitats, including tributaries, Wetlands and forest complexes and ecosystem processes that support them;
 - 2. other protective and buffering functions provided by the surrounding forested watershed with an emphasis on their responses and adaptations to a changing climate over time; and
 - 3. the prehistoric, historic, and contemporary Cultural values of the Protected Property including associated archeological investigations.

- b. Grantor, in consultation with Grantee, will establish a collective of public, private, and academic partners (the "Consortium") to advise and/or participate in the research, Ecological Management, educational and outreach activities on the Protected Property. It is intended that the work of the Consortium will provide information to aid in natural resource and freshwater management throughout New York State in the face of climate change for the benefit of the natural environment and all New Yorkers. Grantor and Grantee shall be permanent members of the Consortium. If the Consortium is consulted or asked to advise on matters related to use by and practices of Indigenous peoples on the Protected Property, the Grantee may abstain from participation.
- c. Within three (3) years of the grant of this Conservation Easement Grantor shall develop, in consultation with Grantee, a Research, Monitoring and Education Guide ("Guide"). Consortium partners shall be provided the opportunity to review and comment on the draft Guide and all updates to the Guide. The final Guide shall be consistent with the terms of this Conservation Easement. Until the Guide has been completed, Grantor reserves the right to continue to manage the Protected Property, including Ecological Management, in compliance with the remaining terms of this Conservation Easement.
- d. The Guide may be amended and updated from time to time by Grantor but in any event shall be updated by Grantor at least every ten (10) years.
- e. The Guide shall, at a minimum, provide for the following:
 - 1. The establishment of objectives for all research, Ecological Management, and monitoring activities on the Protected Property.
 - 2. Coordination and the establishment of guidelines to ensure that educational, Cultural, research, Ecological Management, and monitoring activities do not have a significant adverse impact on the scenic and Conservation Values of the Protected Property.
- f. Grantor shall conduct a Biological Assessment of the Protected Property, at Grantor's sole cost and expense, at least every fifteen (15) years. A Biological Assessment shall include the following and comply with the following requirements:
 - 1. A prioritized field inventory for State rare plants, State rare animals and Significant Natural Communities conducted at an appropriate time of year for the targeted species or communities, and which may also include a remote component utilizing geographic information systems analyses;
 - 2. Full documentation of survey methods and the area surveyed as well as descriptions, justification, specimens and/or photos, and digitally delineated locations for any discovered rare species and Significant Natural Communities;
 - 3. Be conducted by a Qualified Field Biologist selected by Grantor;
 - 4. The Qualified Field Biologist shall conduct a survey for Significant Natural Communities;
 - 5. The Qualified Field Biologist shall conduct a survey for rare animals and rare plants;

6. The Qualified Field Biologist conducting the Biological Assessment shall have access to statewide rarity and ranking specifications for Significant Natural Communities and/or species;
7. If the Qualified Field Biologist includes in the Biological Assessments recommendations that populations of rare plants and animals or Significant Natural Communities, identified in the Biological Assessment as being located within the Protected Property, warrant periodic monitoring on a more frequent basis than every fifteen (15) years due to the high degree of potential threat or vulnerability that the identified population or community is experiencing, Grantor shall conduct the Biological Assessment at the recommended interval until a Qualified Field Biologist in a subsequent Biological Assessment recommends resuming the fifteen (15) year interval;
8. Grantee, at its sole discretion, shall have the right to undertake additional biological monitoring of the plant or animal populations or Significant Natural Communities as more fully set forth in Section 4.6 Right to Conduct Biological Surveys, Scientific Studies, and Monitoring.
9. Grantor shall provide a complete copy of the Biological Assessment and any updates thereto to Grantee and New York State Natural Heritage Program, or its successor, for inclusion in the statewide database.
- g. Grantor reserves the right to allow for Indigenous peoples' Cultural activities provided that such activities do not impair, harm, or interfere with the Conservation Values or interfere with Grantee's Affirmative Rights and Obligations as set forth in Section 4. Foraging and gathering activities shall be subject to Section 5.15 Foraging and Gathering.

5.2. Motorized Access and Use.

Grantor reserves the right to use Motor Vehicles and Motorized Equipment on the Protected Property. All motorized use shall be consistent with the Purposes, terms, and conditions of this Conservation Easement. No motorized use shall have a significant negative impact on the scenic and Conservation Values of the Protected Property. Motorized use includes the uses set forth in Section 5.3 Recreation Rights; uses for emergency situations; and to exercise any other of Grantor's Reserved Rights and Obligations. Notwithstanding the foregoing, recreational use of Motor Vehicles and Motorized Equipment is limited as set forth in Section 5.3 Recreation Rights.

5.3. Recreation Rights.

Grantor reserves the right to undertake all recreational activities on the Protected Property, including motorized and non-motorized uses, subject to the following conditions:

- a. Grantor may enjoy only those recreation rights that Grantee may permit the public to enjoy pursuant to this Conservation Easement, and under the same terms as the public, except for the additional rights set forth in Section 5.3(e)(1-3);
- b. Any recreational use of the Protected Property by Grantor shall not interfere with Grantee's rights to provide for Public Recreational Use pursuant to this Conservation Easement;

- c. Any recreational use by Grantor shall not diminish or damage the Recreational Amenities established by Grantee on the Protected Property pursuant to the terms of this Conservation Easement;
- d. Any recreational use by Grantor shall be consistent with the Purposes of this Conservation Easement and not have a significant negative impact on the scenic and Conservation Values of the Protected Property;
- e. Any use of a Motor Vehicle or Motorized Equipment by Grantor for recreational purposes shall be limited to the following:
 - 1. For ingress and egress to Camps on the Protected Property; to camps located on the Franklin 130.01 Follensby Pond Area;
 - 2. To allow persons with mobility disabilities to use motorized wheelchairs or other power-driven mobility devices (as defined under 28 CFR 35.137 and 28 CFR 35.130) on roads and trails that Grantor may designate;
 - 3. To remove legally killed big game; and
 - 4. To address emergency situations.
- f. Any land-based recreational use of a Motor Vehicle or Motorized Equipment by Grantor shall be on the roads and trails of the Protected Property suitable for such use. Roads and trails existing at the time of the grant of this Conservation Easement, designated and suitable for recreational use of a Motor Vehicle or Motorized Equipment, are identified in the Baseline Documentation. Grantor may also designate motorized recreational use roads and trails in the future, with prior written approval of Grantee, which approval shall not be unreasonably withheld or conditioned.

5.4. Roads, Trails, and Other Structures.

- a. Existing Improvements. Grantor reserves the right to maintain, repair, replace, relocate, improve, upgrade, and abandon at its sole cost and expense, existing roads, trails, bridges, culverts, docks, landings, parking lots, and other related improvements. Grantor reserves the right to expand, widen, or lengthen existing roads, trails, and parking lots, with prior written approval of Grantee, which approval shall not be unreasonably withheld or conditioned.
- b. New Improvements. Grantor reserves the right to develop, construct, install, maintain, replace, repair, relocate, improve, upgrade, widen, and abandon roads, trails, bridges, culverts, docks, parking lots, staging areas, landings, driveways, Forest Management Activity structures, parking areas, and other related improvements, if such improvements are desirable for Grantor's Reserved Rights and Obligations, and with prior written approval of Grantee, which approval shall not be unreasonably withheld or conditioned. New roads and trails shall avoid Wetlands, Unique Habitats, and Significant Natural Communities.

- c. Minimize Impacts; Comply with Best Management Practices. In carrying out activities contemplated in this Section 5.4, Grantor shall comply with the most recent New York State Forestry – Voluntary Best Management Practices for Water Quality Field Guide or its equivalent.
- d. Shared Infrastructure. Grantor's duties and responsibilities for the construction, maintenance, and associated costs for Shared Infrastructure are defined in Section 4.5 Grantee's Duties and Responsibilities for Shared Infrastructure.

5.5. Right to Lease.

Grantor reserves the right to lease the Protected Property for the express purposes of education, science, research, Cultural purposes, property management, and/or outdoor recreational use, including hunting by lessees and their guests, subject to the following provisions and limitations:

a. Leases.

- 1. Grantor's right to lease, and to renew or terminate leases, is subject to Grantee's Affirmative Rights and Obligations granted under the terms of this Conservation Easement.
- 2. Grantor's right to lease for exclusive use is strictly limited to one (1) acre exclusive use envelopes around Camps, as more fully set forth in Section 5.6 Camps, Accessory Structures, and Exclusive Use Envelopes. The leases existing at the time of the grant of this Conservation Easement are set forth in **Schedule C**.
- 3. All use of the Protected Property by lessees and their guests shall be pursuant to written lease(s) between Grantor and lessee(s), shall be subject to and consistent with the terms and conditions of this Conservation Easement, and shall refer to this Conservation Easement, as more fully set forth in Section 5.8 Future Sales; Transfers & Conveyances. Grantor shall provide Grantee with copies of any executed leases subject to Section 7.15 Privileged Information.

b. Prohibitions Applicable to Leases on the Protected Property. Leases shall prohibit the following:

- 1. Subleasing or assignment of lease rights to a third party;
- 2. Commercial hunting, Commercial fishing, or other like Commercial consumptive or non-consumptive uses; and
- 3. Any Commercial use or profit from the lessee's exercise of its rights under the lease, including, but not limited to, Commercial hunting outfitters, Commercial guide services, Commercial fishing charters; and
- 4. A term longer than ten (10) years.

5.6. Camps, Accessory Structures, and Exclusive Use Envelopes.

Grantor reserves the right to occupy, lease, use, construct, maintain, improve, install, replace, repair, expand, resize, relocate, demolish, and remove five (5) Camps and their associated Accessory Structures located on the Protected Property, the current locations of which are identified in the Baseline Documentation, according to the following provisions and limitations:

- a. Exclusive Use Envelopes. Grantor reserves the right to a one (1) acre exclusive use envelope around and including each Camp and its associated Accessory Structures for the exclusive use of Grantor subject to Grantee's limited right to travel upon any road that traverses the one (1) acre exclusive use envelopes as set forth in Section 4.2 Right to Provide for Public Access and Public Recreational Use.
- b. Grantor's Right to Five (5) Camps. Grantor reserves the right to have up to five (5) Camps and their associated Accessory Structures on the Protected Property, even though the number of Camps in existence at any given time might be fewer than five (5). The abandonment, demolition, or removal of a Camp shall not extinguish Grantor's right to have that Camp on the Protected Property.
- c. New Construction. Camps and their associated Accessory Structures, that are a replacement of an existing Camp and associated Accessory Structures, may be expanded, resized, or replaced, provided that:
 1. The Building Footprint occupied by any Camp shall not exceed five hundred (500) square feet;
 2. The Building Height of any Camp shall not exceed twenty (20) feet;
 3. The cumulative Building Footprint occupied by all Accessory Structures associated with each individual Camp shall not exceed five hundred (500) square feet;
 4. The Building Height of any Accessory Structure shall not exceed fifteen (15) feet; and
 5. Camps or their associated Accessory Structures shall not be located within one-hundred fifty (150) feet of any Watercourse, Wetland, or Water Body;
 6. Camps and their associated Accessory Structures shall not be located so as to interfere with the Grantee's Affirmative Rights and Obligations; and
 7. The one (1) acre exclusive use envelopes shall not interfere with the Grantee's rights of public access to and from the Raquette River.
- d. Camps Existing at the Time of the Grant of this Conservation Easement.
 1. Should any existing Camp and its associated Accessory Structures extend beyond the Camp's one (1) acre exclusive use envelope, Grantor shall have a period of five (5) years from the date of this Conservation Easement to move or remove any structure so that all Camps and their associated Accessory Structures are located within a one (1) acre exclusive use envelope.
 2. Camps and associated Accessory Structures existing at the time of the grant of this Conservation Easement may be maintained, repaired, re-sized, demolished or removed. If a Camp or Accessory Structure is demolished or removed, its replacement must meet the Building Footprint and Building Height limitations as set forth above in Section 5.6(c).

3. Existing Camps and their associated Accessory Structures which are identified in the Baseline Documentation and which exceed the Building Footprint and Building Height limitations as set forth above in Section 5.6(c), are permitted to remain as built, but shall not be expanded.
- e. Former Sites. All Camps, Accessory Structures, and debris remaining at the former site of a Camp shall be removed from said site and disposed of in a proper manner off the Protected Property, and the site shall be graded or otherwise made ready to accept natural forest regeneration or otherwise returned to a vegetated condition utilizing native and weed-free mulches and plant materials.
- f. Grantor may use Camps for the purposes of engaging in stewardship; property management; Ecological Management; conducting research and study; Cultural activities; Cultural uses by Indigenous peoples; outdoor recreation; and for similar activities on the Protected Property, on the Franklin 130.01 Follensby Pond Area, and on adjacent lands owned or controlled now or in the future by Grantor.

5.7. Structures.

Except as specifically permitted within this Conservation Easement, or as set forth below, no Structure shall be constructed, placed, or located in, on, over, or upon the Protected Property.

- a. Existing Structures. Grantor reserves the right to occupy, lease, use, repair, maintain, improve, demolish, replace, resize, relocate, abandon, expand, and vacate Structures that are existing on the Protected Property at the time of the grant of this Conservation Easement which are identified in the Baseline Documentation, subject to the rights and restrictions herein.
- b. Field Structures. Grantor reserves the right to construct, maintain, use, repair, improve, demolish, replace, resize, and relocate Field Structures including the use of Field Structures for Cultural activities of Indigenous peoples. The aggregate footprint of all Field Structures constructed by Grantor at any one time shall not exceed five hundred (500) square feet. Notwithstanding the foregoing, should Grantor wish to construct a Structure that necessitates land clearing or results in an aggregate footprint of more than five hundred (500) square feet, so that it does not meet all the requirements of a Field Structure. Grantor shall provide written notice to and obtain written approval of Grantee which approval shall not be unreasonably withheld or conditioned.
- c. Structures for Wildlife-dependent Recreation. Structures such as tree stands or hunting/observation blinds associated with wildlife-dependent recreation are allowed and shall not exceed a footprint greater than sixty-four (64) square feet.
- d. Self-contained Portable Toilets. Grantor reserves the right to install, maintain and remove no more than two (2), unless more are approved by Grantee, self-contained porta-potties, portable toilets, portable restrooms, or restroom trailers, including self-contained composting toilets, for Grantor's use, subject to the siting restrictions set forth in Section 3.7 Waste and Chemical Use, Storage, and Disposal. No such toilets shall leach or otherwise release waste into the Protected Property. Such Structures shall not be permanent but shall be for temporary or seasonal use.

- e. Deteriorated Structures. Should any Structure, road, culvert, bridge, or Forest Management Activity structure located on the Protected Property that is legally owned by Grantor, or which has been permitted by Grantor or its predecessor in title under Grantor's Reserved Rights and Obligations, including any building, deteriorate to such a condition that it is dangerous to occupy or be around, upon receiving written notice from Grantee, Grantor shall make a demonstrable and good faith effort within a reasonable and mutually agreeable timeframe to either correct the hazard or demolish such Structure or building, at Grantor's sole cost and expense, unless such expense is shared pursuant to Section 4.5 Grantee's Duties and Responsibilities for Shared Infrastructure in which case costs shall be allocated between the Parties pursuant to said Section.

5.8. Future Sales; Transfers & Conveyances.

Grantor reserves the right to sell, transfer, or otherwise convey the entire Protected Property, or any in-common or undivided interest in the Protected Property, subject to the terms and limitations of this Conservation Easement including as follows:

- a. Grantor shall give written notice to Grantee of the transfer of any interest in the Protected Property at least twenty (20) days prior to the date of such transfer, except for the grant of a mortgage on all or a portion of the Protected Property or the transfer or sale of stock in Grantor or any other corporation which may hereafter own all or part of the Protected Property or transfer or sale of membership interests in any limited liability company which may hereafter own all or part of the Protected Property;
- b. Any grant of less than a fee interest in the Protected Property shall comply with the terms and conditions of this Conservation Easement;
- c. Any grant of a mortgage or any other interest in the Protected Property after the date of the grant of this Conservation Easement shall be expressly subject to the terms of this Conservation Easement; and
- d. Any instrument evidencing any subsequent conveyance, lease, mortgage, security interest, encumbrance, or any other transfer of the Protected Property shall contain the following statement: "This (grant, lease, mortgage, easement, etc.) is subject to a certain Conservation Easement entered into between The Nature Conservancy and The People of the State of New York dated _____ and recorded in the office of the Franklin County Clerk on _____, in Book ____ of Deeds at Page ____". Upon discovery that Grantor failed to include the required statement, Grantor shall cause a correction instrument that includes the required statement to be executed and/or recorded as appropriate.
- e. Notwithstanding the foregoing, Grantor reserves the right to convey portions of the Protected Property to abutters to the extent necessary to resolve a bona fide boundary dispute as authorized in Section 3.2 Conveyance of Portions of Protected Property and Subdivision.
- f. Grantor shall provide Grantee with copies of any recorded documents upon completion of a transfer under this Section 5.8 and notice to Grantee of the name and address of transferee.

5.9. Emergency Actions.

Grantor reserves the right to take any emergency action it deems necessary in its sole discretion, including closure of the affected area of the Protected Property to the public, in response to natural disaster, Invasive Species, environmental hazards, or threats to human safety. Grantor shall promptly notify Grantee of any such actions taken.

5.10. Gates, Barriers, Fences; Keys, Combinations; Marking Boundaries.

- a. Grantor reserves the right to erect, maintain, replace, or remove signs, gates, fences, or other barriers necessary to carry out Grantor's Reserved Rights and Obligations.
- b. Grantor reserves the right to install and maintain gates or other barriers to prohibit access to any road, trail, parking area, landing, staging area, or related areas over which Grantee has not been granted a right to permit the public use thereof pursuant to this Conservation Easement.
- c. The Parties shall provide one another with keys or combinations necessary to open gates and to allow access through such barriers consistent with the terms of this Conservation Easement.
- d. Grantor reserves the right to identify, maintain, mark, and post the boundaries of the Protected Property.

5.11. Grantor's Right to Sand and Gravel.

Grantor reserves the right to use sand and gravel located on the Protected Property in accordance with the provisions of Section 3.8 Mining; Sand and Gravel Use.

5.12. Licenses and Temporary Access Easements.

With prior written notice to Grantee, Grantor reserves the right to grant licenses and temporary easements over the Protected Property and accept compensation therefor. Any grant shall be made by written instrument and such grant shall be subject to this Conservation Easement and contain the language provided in Section 5.8 Future Sales; Transfers & Conveyances subsection (d). Grantor shall provide Grantee with copies of such executed instruments subject to Section 7.15 Privileged Information.

5.13. Non-Commercial Forest Management.

- a. Grantor reserves the right to conduct limited, non-Commercial Forest Management Activities on the Protected Property as follows:
 1. To address hazards to people or property;
 2. To maintain forest health and for scientific research;
 3. To cut vegetation and maintain a reasonable clearing around Structures; and
 4. As necessary for the exercise of Grantor's Reserved Rights and Obligations as set forth in this Conservation Easement.

- b. Any exercise of Grantor's rights to conduct non-Commercial Forest Management Activities on the Protected Property shall not reduce the basal area of a proposed harvest area below a basal area of one hundred (100) square feet per acre without approval of Grantee, which approval shall not be unreasonably withheld or conditioned.
- c. In the event of a forest disease outbreak, an occurrence of a Non-Native or Invasive Species, a significant hazardous condition or similar situation that is determined by Grantor, Grantee, and the input of the Consortium, defined above in Section 5.1 Educational, Cultural, Research, and Other Activities, to be significant to the over-all forest health as to warrant the felling and removal of trees and removal of other vegetation, Grantor reserves the right to fell and remove designated trees and other vegetation.
- d. Forest Management Activities shall incorporate the recommendations and guidelines described in the most recent edition of the New York State Forestry – Voluntary Best Management Practices for Water Quality Field Guide, prepared and published by the New York State Department of Environmental Conservation (hereinafter "Department"), or its successor, or a similar standard or guide approved by Grantee. Such similar standard or guide should describe methods and practices that are designed to avoid or minimize negative impacts to water quality or other negative impacts that may be associated with Forest Management Activities.

5.14. Non-Commercial Syrup Production, Tapping Trees, and other Agroforestry Uses.

Grantor reserves the right to use the Protected Property for non-Commercial agroforestry activities, including but not limited to tree sap harvesting and the production of syrup by the tapping of trees. Grantor reserves the right to construct, operate, maintain, repair, and demolish agroforestry-related Structures, including a sugar house with a Building Footprint of less than one thousand five hundred (1,500) square feet, and any necessary processing Structure(s) including but not limited to tubing and collection systems.

Grantor's rights to agroforestry uses, including, but not limited to, the growing of ginseng and the harvest and processing of syrup, and to agroforestry-related structures, are subject to the approval of Grantee, which shall not be unreasonably withheld, provided that:

- a. The uses outlined in this Section 5.14 shall not interfere with Grantee's recreational rights, set forth in Section 4.2 Right to Provide for Public Access and Public Recreational Use;
- b. Any tubing, collection systems, processing Structures, sugar house, agroforestry related Structures, or any debris or refuse associated with the use of such Structures shall not be located within a 200-foot buffer area of any Recreational Amenity;
- c. Sites impacted by development of the Structures listed under this Section 5.14 shall be sufficiently stabilized after construction utilizing appropriate best management practices and native and weed-free mulches and plant materials, to prevent erosion, sedimentation, and impacts to sensitive habitats and Riparian areas;
- d. Grantee shall receive sixty (60) days prior notification from Grantor regarding the development of sites and construction of Structures identified under this Section 5.14; and
- e. All sap being processed in Structures identified in this Section 5.14 shall originate from within the Protected Property.

5.15. Foraging and Gathering.

Notwithstanding the foregoing in Section 5.13 Non-Commercial Forest Management, Grantor reserves the right to use the Protected Property for *de minimis* non-commercial foraging and gathering provided that such activities does not impair, harm, or interfere with the Conservation Values or interfere with Grantee's Affirmative Rights and Obligations as set forth in Section 4. Foraging and gathering activities shall only occur after Grantor's consultation with the Consortium.

5.16. Natural Resource Benefits.

Grantor, with prior written approval of Grantee, shall have the right to enter into agreements, which may or may not be associated with Forest Management Activities, whereby Grantor agrees to manage natural resources on, or associated with, the Protected Property in a specific manner that is consistent with this Conservation Easement. This shall include the right to sell, trade, or exchange quantifiable natural resource benefits associated with the Protected Property, provided that such activities: (1) do not conflict with the terms, conditions, and Purposes of this Conservation Easement, including, but not limited to, the prohibitions in Section 3.16 Forest Carbon Projects; (2) do not materially reduce the area of productive forest on the Protected Property; and (3) do not result in Grantor benefitting from any such activity if Grantee requires Grantor to conduct the activity as a correction to a violation of this Conservation Easement. By way of example only, such agreements, sales, trades, or exchanges permitted by this Section 5.16 include agreements or activities where Grantor receives compensation, including transferable credits, for providing clean air, water, or wildlife habitat for the greater public good; or for restoring, enhancing, or managing a Wetland or Water Body as part of a government program, except for restoration projects required to correct a violation of this Conservation Easement. The Parties acknowledge that because such agreements or activities shall not adversely affect the Conservation Values protected by this Conservation Easement and shall only affect Grantor's interest, any compensation received by Grantor for such agreements, exchanges, or trades shall belong to Grantor. The Parties acknowledge and agree that this reserved right of Grantor does not include the right to exchange, trade, extract, license, lease, transfer, or sell topsoil, minerals, or water located on the Protected Property, except as specifically allowed under Grantor's Reserved Rights and Obligations.

6. ENFORCEMENT:

The Parties shall have the right to enforce terms of this Conservation Easement as follows:

6.1. Inspections.

In accordance with Grantee's Right to Enter the Protected Property, as provided in Section 4.1 Right to Enter and Access, Grantee, shall have the right to schedule periodic inspections of the Protected Property to determine compliance with the terms of this Conservation Easement. Grantor reserves the right to accompany Grantee on said inspections.

6.2. Notice to Cure.

- a. Either Party (the "Aggrieved Party") shall notify the other Party (the "Noticed Party") of a breach of any of the terms or conditions of this Conservation Easement including the portion of the Protected Property affected thereby (the "Notice to Cure"). The Notice to Cure shall set forth how the Noticed Party can cure such breach or suspected breach and shall give the Noticed Party thirty (30) days from the date of receipt of the Notice to Cure, or such longer period of time as may be necessary to cure, provided that actions to cure are commenced within such

thirty-day period and diligently pursued. In the event the Noticed Party experiences severe weather or if other conditions cause a reasonable delay in its efforts to cure, the Noticed Party shall have the right to request that the Aggrieved Party extend the period of time to cure, which shall not be unreasonably delayed or denied.

- b. At the expiration of such period of time to cure, or any extensions thereof granted, the Aggrieved Party shall notify the Noticed Party of any failure to adequately cure the breach or suspected breach. The Noticed Party shall then have an additional fifteen (15) days from receipt of such notice to cure. At the expiration of said fifteen-day period, subject to Section 6.3 Dispute Resolution below, the Aggrieved Party shall have the right to commence any legal or equitable action or proceedings in accordance with any applicable law to require compliance with the terms of this Conservation Easement.

6.3. Dispute Resolution.

- a. In the event the Parties cannot resolve a dispute arising under this Conservation Easement through the Notice to Cure process in Section 6.2 Notice to Cure, then either Party shall have the right by written notice (the "Mediation Notice") to require that the Parties attempt to resolve the dispute through mediation using a mediator agreed upon by the Parties. The Parties shall equally share the cost of the mediator. If the Parties cannot agree upon a mediator within thirty (30) days of delivery of the Mediation Notice, the American Arbitration Association in Albany, New York, shall appoint a mediator pursuant to its procedures. The mediation shall be held within ninety (90) days of delivery of the Mediation Notice whose recommendations are advisory to the Parties.
- b. Either Party shall have the right to initiate any appropriate action or proceeding in a court of competent jurisdiction to pursue any disputes remaining unresolved after mediation.

6.4. Right to Restore.

- a. Subject to the provisions of this Section 6 Enforcement, Grantee shall have the right to restore the Protected Property to its Natural State, to recover the costs and expenses associated with the restoration of the Protected Property to its Natural State, and to enforce such right by any action or proceeding.
- b. If Grantor fails to cure in accordance with Sections 6.2 Notice to Cure or the Parties fail to resolve a dispute in accordance with Section 6.3 Dispute Resolution, Grantee, at its sole discretion, and after fifteen (15) days advance notice to Grantor, shall have the right to enter the Protected Property for the purpose of restoring same to its Natural State. Such notice shall not be required in the event of an emergency provided that Grantee provides notice to Grantor within twenty-four (24) hours of Grantee's entry onto the Protected Property in order to take emergency action to mitigate the consequences of a breach.

- c. Subject to this Section 6.4, Grantee shall have the right to resort to the following in order to restore the Protected Property to its Natural State:
1. Remove items and materials not permitted by this Conservation Easement;
 2. Close, fill, grade, and plant the areas affected by a breach of the terms of this Conservation Easement with appropriate vegetative cover utilizing native and weed-free mulches and plant materials;
 3. Correct, through reasonably practicable measures, conditions that harm any Conservation Value on the Protected Property, such as native flora and fauna and the Ecological Processes that support them; Biological Diversity; Unique Habitats, diverse forest types and conditions; soil productivity; water quality; and Wetland, Riparian, and aquatic habitats and systems; or
 4. Take any other appropriate action necessary to remedy any breach of this Conservation Easement.

6.5. Force Majeure/Acts of Third Parties.

Grantor shall not be liable for any changes to the Protected Property caused by:

- a. Any natural event, natural cause, natural disaster, or act of God (collectively, "Natural Events(s)") beyond Grantor's control, including, without limitation, weather, fire, flood, storm, disease, infestations, natural deterioration, earth movement, or any other events or circumstances not within the reasonable control of Grantor;
- b. Governmental action such as regulation, legislation, governmental directive, or statement of policy not related to enforcement;
- c. Acts of Grantee, its employees, and contractors;
- d. Acts of the public on the Protected Property;
- e. Acts of war, acts of terrorism, civil disorder, strikes, and wrongful acts of third parties other than Grantor's agents, representatives, employees, contractors, volunteers, tenants, occupants, licensees, lessees, invitees, and guests.

6.6. Failure to Act.

The failure of either Party to enforce any of the terms of this Conservation Easement shall not be deemed a waiver of any such term nor shall any such failure in any way bar any enforcement rights hereunder in the event of any subsequent breach of, or noncompliance with, or fault in observance of, any of the terms of this Conservation Easement.

7. OTHER TERMS AND CONDITIONS:

7.1. Construction of Terms and Interpretation.

- a. This instrument conveys a conservation easement which shall consist of the covenants, restrictions, rights, terms, and conditions recited herein. Reference to this "Conservation Easement" or its "provisions" shall include any and all of those covenants, restrictions, rights, terms, and conditions.
- b. Notwithstanding any term or condition of this Conservation Easement, this Conservation Easement shall be construed to effect the Purposes for which this Conservation Easement was acquired and the Purposes of Article 49 of the ECL. In interpreting the terms of this Conservation Easement, there shall be no presumption favoring Grantee or Grantor.
- c. If any provision of this Conservation Easement is found to be ambiguous, an interpretation consistent with the Purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- d. The captions herein have been inserted solely for convenience of reference and are not part of this Conservation Easement and shall have no effect upon construction or interpretation.
- e. Any reference in this Conservation Easement to a statute, regulation, or ordinance shall include any amendment or successor thereto adopted after the date of this Conservation Easement. Any reference in this Conservation Easement to a published document, treatise, or guide shall include any successor or replacement thereto published after the date of this Conservation Easement.

7.2. Effect.

This Conservation Easement shall run with the Protected Property as an incorporeal interest in the Protected Property and shall extend to and be binding upon Grantor, Grantor's successors and assigns, and its agents, representatives, employees, contractors, volunteers, tenants, occupants, licensees, lessees, invitees, and guests; unless provided otherwise in this Conservation Easement, the word "Grantor" when used herein shall include all of those persons or entities, as applicable. Any rights, obligations, and interests herein granted to Grantee shall extend to and be binding upon Grantee, Grantee's successors, and assigns and its agents, representatives, officials, employees, and contractors; the word "Grantee" when used herein shall include all of those persons or entities, as applicable. This Conservation Easement shall be a burden upon and run with the Protected Property in perpetuity.

7.3. Baseline Documentation.

- a. Grantor and Grantee agree that a physical inspection of the Protected Property shall be made and a report of the physical inspection of the Protected Property, known as the Baseline Documentation (the "Baseline Documentation"), shall be prepared by Grantee at no expense to Grantor.
- b. The Baseline Documentation shall be completed and certified by the Parties as an accurate reflection of the condition of the Protected Property prior to the conveyance and recording of this Conservation Easement in the County Clerk's office.

- c. The Parties agree that the Baseline Documentation, and subsequent updates, revisions, and amendments, if any, shall consist of, at a minimum, descriptions, maps, photographs, surveys, and other related documentation which shows or depicts significant aspects of the Protected Property as of the date it is signed and acknowledged by the Parties. The Baseline Documentation is intended to serve as an objective, although not exclusive, informational baseline for monitoring compliance with the terms of this Conservation Easement. The Parties agree that, in the event a controversy arises with respect to the nature and extent of uses or the condition of the Protected Property, the Parties shall not be foreclosed from utilizing all other relevant or material documents, surveys, reports, and other evidence to assist in the resolution of the controversy.
- d. Grantor and Grantee shall make available to each other existing documentation in their possession relating to the condition of the Protected Property for purposes of preparing the Baseline Documentation and any subsequent updates, revisions, and amendments. Either Party shall have the right to cause to be prepared such additional documentation deemed appropriate by them, including a survey of the Protected Property showing its relationship to adjacent features and properties, and on-site photographs.
- e. Duplicate originals of the Baseline Documentation, signed and acknowledged by both Parties to this Conservation Easement, shall be held by both Grantor and Grantee. One counterpart shall be maintained in Grantee's Central Office in Albany.
- f. Baseline Documentation Revision(s). Grantor shall notify Grantee in writing prior to any demolition, replacement, relocation, or construction of Structures or Accessory Structures on the Protected Property. Grantee shall document these changes accordingly.

7.4. Annual Meeting.

The Parties shall meet annually at a date, time, and place convenient for both Parties, to discuss and review activities of either Party on the Protected Property and discuss and coordinate each Party's planned or proposed activities, with the goal of ensuring coordinated, non-conflicting joint use of the Protected Property and the Parties' compliance with all provisions of this Conservation Easement.

7.5. Notice, Review and Approval Process.

- a. Whenever notice or an approval is required from either Party, the Party providing the notice or seeking the approval shall deliver a written and electronic notice or request for such approval in accordance with the notification directions in Section 7.6 Notices, Notification.
- b. Requests shall be either approved, approved with conditions, or denied. Approvals shall be made in electronic or written form and shall be based upon whether the proposed action complies with the terms and Purposes of this Conservation Easement. If denied, the reasons for denial and criteria applied, with specific reference to the terms of this Conservation Easement, shall be specifically set forth in the written response to the request.
- c. The Parties shall not unreasonably delay or deny a request for approval. The Party receiving a request for approval shall respond to the request within forty-five (45) days of its receipt, unless otherwise specified herein.

7.6. Notices, Notification.

- a. Any notice required to be sent to Grantor herein shall be addressed to:

The Nature Conservancy
4245 North Fairfax Drive, # 101
Arlington, VA 22203

And to: For U.S. Mail:
The Nature Conservancy
P.O. Box 65
Keene Valley, NY 12943

For other delivery services:
The Nature Conservancy
8 Nature Way
Keene Valley, NY 12943

And to: cenotices@tnc.org

And to: adirondacks@tnc.org

- b. Any notice required to be sent to Grantee herein shall be addressed to:

New York State Department of Environmental Conservation
Regional Forester, Region 5
1115 NYS Route 86
PO Box 296
Ray Brook, NY 12977

And to: conservationeasements@dec.ny.gov

- c. All notices required or permitted to be given under this Conservation Easement shall be made by (1) electronic mail **and** (2) delivered by hand or sent by registered or certified mail, return receipt requested, or by overnight mail, to the address of the other Party as provided herein. Notice shall be deemed to have been given on the earlier of: (1) receipt of electronic mail, (2) when delivered by hand, or (3) if mailed, three (3) business days after mailing. The Party receiving a request for approval shall respond to the request within forty-five (45) days of its receipt, unless otherwise specified herein.
- d. Either Party shall have the right to change the individual or address to which notices are to be sent by giving written notice thereof to the other Party.
- e. Upon mutual written agreement, the Parties shall have the right to provide for other means of receiving and communicating notices and responses to requests for approval.

7.7. Regulatory Authorities, Compliance with Law.

This Conservation Easement shall not remove the necessity of Grantor or Grantee to obtain any permit or approval from any governmental agency having jurisdiction over any activity conducted or to be conducted on the Protected Property. The Parties shall comply with all Federal, state, and local statutes, laws, ordinances, rules, regulations, codes, orders, guidelines, or other restrictions or requirements applicable to the Protected Property ("Applicable Laws"). Nothing herein shall be construed to allow a Party to engage in any activity which is restricted or prohibited by Applicable Laws.

7.8. Assignment of Grantee's Interest.

Grantee shall have the right to assign this Conservation Easement only to another governmental agency, which governmental assignee has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the terms of this Conservation Easement and which, as a condition of transfer, agrees to uphold the Purposes of this Conservation Easement, or, with approval of Grantor, to an authorized holder of an ECL Article 49 conservation easement.

7.9. Reconveyance If Void.

In the event a court of competent jurisdiction determines that this Conservation Easement is "void ab initio" in accordance with the provisions of Section 49-0311 of the ECL, Grantor shall, upon request by Grantee, reconvey without change or modification and for no consideration, this Conservation Easement to a qualified nominee selected by Grantee; said reconveyance to be made after such declaration that this Conservation Easement is "void ab initio" regardless of the fact that Grantee may pursue its right of appeal, or otherwise. In furtherance of this provision:

- a. Grantee shall have the right to enforce the reconveyance of this Conservation Easement by Grantor to the nominee by any legal means;
- b. The form of reconveyance shall be satisfactory to Grantee and approved by the Attorney General of the State of New York;
- c. Grantee shall pay any costs and expenses, including but not limited to taxes, filing fees and reasonable attorney's fees, that Grantor may incur as a result of the reconveyance of this Conservation Easement pursuant to the terms of this Section 7.9.

7.10. Severability.

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

7.11. Modifications, Amendments.

This Conservation Easement may be modified by mutual agreement of the Grantor and Grantee in writing, executed by both Parties, in accordance with the provisions of Section 49-0307 of the ECL and recorded in the appropriate County Clerk's Office, provided, however, that no modification shall be made that will adversely affect the status of this Conservation Easement under Applicable Laws. Any modification shall be consistent with the Purposes of this Conservation Easement and shall not affect its perpetual duration. The Party requesting a modification shall be responsible for all related costs, including but not limited to appraisals, surveys, abstracts, and recording fees.

7.12. Grantor's Negligence.

- a. Grantor agrees to indemnify and hold Grantee harmless against all claims, loss, damage, and expense Grantee may suffer as a result of Grantor's negligence in the course of exercising any rights reserved under this Conservation Easement or as the fee owner.
- b. Grantor's duty to indemnify and save harmless prescribed by this Section 7.12 shall be conditioned upon the delivery to Grantor by Grantee of the original or a copy of any summons, complaint, process, notice, demand, or pleading within fifteen (15) business days after Grantee is served with such document, to Grantee's address as set forth in Section 7.6 Notices, Notification above.

7.13. Grantee's Negligence.

Subject to the availability of lawful appropriations and consistent with Section 8 of the Court of Claims Act, Grantee shall hold Grantor harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of Grantee or of its officers or employees when acting within the course and scope of their employment.

7.14. Third Party Liability; Statutory Protections from Liability.

- a. Nothing contained in this Conservation Easement shall create any liability on behalf of Grantor to any third party or create any right, claim or cause of action on behalf of any party other than Grantor or Grantee and their successors and assigns.
- b. Nothing in this Conservation Easement shall be interpreted as an assumption of responsibility by, or basis for liability on the part of, Grantor for any injury to person or damage to property or loss of life that may be sustained by any person while on the Protected Property in the exercise of any of the rights afforded to the public by this Conservation Easement or sustained by any person as a result of any entry on or use of the Protected Property. This provision is not intended to release Grantor from any liability for damages to the person or property of its agents, representatives, invitees, employees, contractors, volunteers, tenants, occupants, licensees, lessees, invitees, and guests while on the Protected Property under the authority or by the permission of Grantor.
- c. Grantor specifically retains all protections from liability provided under New York law to private owners of land, including, but not limited to, the protections contained in Section 9-103 of the General Obligations Law (or any successor or other statutory or regulatory provision then applicable).

7.15. Privileged Information.

Grantee acknowledges that certain information, correspondence, memoranda, or records provided by Grantor may be confidential. Grantor and Grantee reserve the right under the Freedom of Information Law (Article 6 of the Public Officers Law) to designate in writing such documents, or parts thereof, as material exempt from disclosure pursuant to Public Officers Law Sections 87(2)(d) and 89(5).

7.16. Additional Covenants.

Grantor does further covenant to Grantee as follows:

- a. That Grantor is seized of the Protected Property in fee simple and has good right to convey this Conservation Easement and the rights hereunder.
- b. That Grantee shall quietly enjoy said rights granted to Grantee under this Conservation Easement, provided, however, that Grantee's enjoyment of such rights shall not interfere with Grantor's quiet enjoyment of, and exercise of, Grantor's Reserved Rights and Obligations.
- c. That the Protected Property is free from encumbrances, except as provided on **Schedule C** attached hereto and made a part hereof.
- d. That Grantor will execute or procure any further necessary assurances of Grantor's title to the Protected Property.
- e. That, as of the date of this grant, Grantor has not done or suffered anything whereby the Protected Property has been encumbered in any way whatsoever, except for those encumbrances imposed by Grantor set forth on **Schedule C**.
- f. That this conveyance is made subject to the trust fund provisions of Section 13 of the Lien Law.

7.17 Recitation.

In consideration of the previously recited facts, mutual promises, undertakings, and forbearances contained in this Conservation Easement, the Parties agree upon its terms, conditions, provisions, and Purposes, intending to be bound by it. This Conservation Easement contains the entire understanding between its Parties concerning its subject matter. Any prior agreement between the Parties concerning its subject matter shall be merged into this Conservation Easement and superseded by it.

IN WITNESS WHEREOF, the parties have caused this Conservation Easement and Access Easement to be executed by their duly authorized representatives as of the date first above written.

GRANTOR: THE NATURE CONSERVANCY, INC.

By: Shauna M. DeSantis
Shauna M. DeSantis
Assistant Secretary

ACCEPTED BY:

GRANTEE: PEOPLE OF THE STATE OF NEW YORK
Acting By and Through Their Commissioner of Environmental
Conservation

By: Nancy Lussier
Nancy Lussier, Director
Division of Management and Budget

Grantor's Acknowledgement.

STATE OF NEW YORK)
) ss:
COUNTY OF Albany)

On the 27 day of June in the year 2024, before me, the undersigned, to personally appeared **Shauna M. DeSantis**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledges to me that he executed the same and that by his signature on the instrument, he, or the person upon behalf of whom he acted, executed the instrument.

Connie A Gigliotti
Notary Public, State of New York
Connie A Gigliotti
Albany County

Grantee's Acknowledgment:

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

On the 27 day of June in the year 2024, before me, the undersigned, personally appeared, **Nancy Lussier**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same and that by her signature on the instrument, she, or the person upon behalf of whom she acted, executed the instrument.

Connie A Gigliotti
Notary Public, State of New York

CONNIE A GIGLIOTTI
Notary Public, State of New York
Albany County
No. 01GI6349108
Comm. Exp. 10-11-2024

LIST OF SCHEDULES AND EXHIBITS

APPENDIX A – DEFINITIONS

SCHEDULE A – DESCRIPTION OF THE PROTECTED PROPERTY

SCHEDULE B– ACCESS EASEMENT

SCHEDULE C – ENCUMBRANCES, LEASES, AND EXCEPTIONS AS OF THE DATE OF THIS GRANT

EXHIBIT 1 – MAP OF THE PROTECTED PROPERTY, AND ALSO DEPICTING FRANKLIN 130.01 FOLLENSBY POND AREA

EXHIBIT 2 – MAP OF ACCESS EASEMENT TO PROTECTED PROPERTY

APPENDIX A

DEFINITIONS

Accessory Structures: Those minor, non-habitable structures associated with Camps, which shall be limited to uncovered decks, outhouses, woodsheds, storage sheds, pavilions, pit privies, or other similar Structures.

Biological Assessment: An evaluation of the importance of specific areas within the Protected Property for Biological Diversity, particularly as it pertains to habitats and connectivity among habitats for rare species and Significant Natural Communities.

Biological Diversity: The variety and abundance of life forms, processes, functions, and structures of plants, animals, and other living organisms, including the relative complexity of species, communities, gene pools, and ecosystems at spatial scales that range from local to regional to global.

Building Footprint: The area in square feet measured from the exterior walls of a structure, including the sum total of all floor areas, and including all attached covered porches and all other attached components with a roof or cover. Entry steps, railings, landing areas less than 30 square feet and ramps for mobility impaired people shall not be considered part of the Building Footprint. In the case of three-sided, open-faced structures (such as firewood shelters or recreational lean-to shelters), or other open sided structures (such as pavilions with no walls), the length of the open side(s) of the structure shall be included in calculations of Building Footprint area, and the footprint shall be as seen two-dimensionally from above.

Building Height: The external height of a building or other structure, as measured from the existing mean surrounding ground level to the maximum height of the roof line, and shall not include any chimneys, antennas, or other such customary objects that extend above the roof.

Camp(s): Grantor's Structures on the Protected Property, including a cabin or lean-to, used for day-use or occasional residential occupancy. The term "occasional" in relation to such use shall mean seasonal or temporary only and does not include use as a permanent residence.

Campsite(s): Those areas on the Protected Property designated for use by the public for a temporary shelter or sleeping.

Commercial: The purchase, sale, rental, exchange, distribution, use of, or payment for goods, living or dead organisms, services, or commodities, including forest products, other than de minimis amounts that bear no rational relationship to for-profit activities.

Conservation Values: Attributes of the Protected Property that include intact, unfragmented mixed hardwood forest cover and soils; high-quality Watercourses, Waterbodies, Wetland complexes, and other freshwater resources; natural habitats for native flora and fauna and native cold water fish species; genetic diversity; resiliency to climate change; and large-scale Ecological Processes and goods and services provided either directly or indirectly to humans by the abiotic and biotic environment.

Cultural: Of or relating to customs, ceremonies and the arts and humanities including but not limited to music, art, literature, philosophy, history, and archeology.

Ecological Management: Suppression of populations of Invasive Species, and Non-Native Species, along with species where historic natural predators are absent, to hold populations in check (e.g. whitetail deer at the time of the grant of this Conservation Easement, or other species in the future as conditions change), where managed, and limited, culling through hunting, fishing, or other means is an effective and necessary means to a) avoid profound long-term impacts on the Protected Property's natural freshwater and terrestrial systems, and b) where these measures are deemed necessary by Grantor, with input from the Consortium, to achieve the Purposes of this Conservation Easement.

Ecological Processes: The interactions and relationships among living organisms and between living organisms and their abiotic environment.

Field Structure: Structures on the Protected Property whose construction, installation, or use does not necessitate land clearing and which do not impair the Conservation Values of the Protected Property; whose purpose or use is directly related to research and study, property and natural resources management, educational interpretation, historic, Cultural, or archeological activities, and are not used for temporary or permanent human habitation.

Forest Management Activities: Excepting foraging and agroforestry activities such as maple sap harvesting, any forest management practices conducted on the Protected Property including, but not limited to, the following:

1. The removal of trees, shrubs, herbaceous vegetation, fungi.
2. Planting trees in non-forested areas.
3. Reforesting, planting, growing, and clearing vegetation, including clearing for reforestation and disposal of any associated debris.
4. Clearing or restoring forest cover damaged or destroyed by wind, fire, water, or other natural disaster.
5. Selectively pruning, girdling, or trimming trees, foliage, and other vegetation.
6. The removal of trees with mechanical equipment, Motorized Equipment, or domestic animals.
7. Using herbicides, pesticides, fungicides, rodenticides, insecticides, fertilizer, and pH control substances, according to the terms and conditions described in this Conservation Easement.
8. Cutting and removing trees from the growing site, and the attendant operation of mobile or chippers and of cutting, forwarding, and skidding machinery, or such future equipment or technology as shall perform the same or similar tasks.
9. Construction, maintenance, and use of roads, trails, skid trails, skid roads, forest management roads, and winter haul roads and associated bridges, culverts, fences, barriers, log landings and concentration areas, and any infrastructure or improvement related to any of Forest Management Activities listed in this definition.
10. Conducting fire control and other forest protection activities to control loss or damage to the related property or investments.
11. Forest management planning and research activities, including timber inventory, and other forest resource evaluation activities, as well as marking timber and performing other activities to identify trees or areas for removal and identifying and marking property boundaries.

Forest Preserve: All lands owned by the State of New York and subject to Article 14 of the New York State Constitution.

Franklin 130.01 Pond Area: those lands of Grantor identified as “Franklin 130.01 Follensby Pond Area, Contains: 8,660± acres” as shown on the map entitled “Map Showing Conservation Easement Areas to be Acquired by The People of the State of New York Pursuant to Section 3-0305 and 49-Title 3 of the Environmental Conservation Law Designated as Projects: Franklin 130.01 Follensby Pond Area, Franklin 130.02 Follensby River Area, Vendor: The Nature Conservancy, Inc. Easement Acquisition situate in Townships 25 and 26, Macomb’s Purchase, Great Tract One Towns of Tupper Lake and Harrietstown, County of Franklin State of New York” dated June 17, 2024 by Robert L. Stickney, PLS Reg. No. 050867, filed in the Albany office of the New York State Department of Environmental Conservation as DEC Map No. 12,849, and filed in the Franklin County Clerk’s Office June 17, 2024 as Filed Map No. Plat C-123 and Instrument No. 2024-5002742

Genetically Modified: Any organism whose genetic material has been altered using genetic engineering techniques or by means that does not occur naturally by mating or natural recombination.

Impervious: Resistant to penetration by moisture. Impervious materials include, but are not limited to, pavement, asphalt, concrete, or other non-porous materials or surfaces used in the construction of roads, trails, parking lots, and other such ground surface improvements. Gravel roads shall not be considered to have an Impervious surface.

Invasive Species: Species of plants, animals, or other organisms (e.g., microbes) which are not native to the Adirondack region of New York, and whose introduction causes or is likely to cause economic or environmental harm, or harm to human health, as such species are identified by the Adirondack Park Invasive Plant Program (APIPP) or its successor entities.

Motor Vehicle: Passenger vehicles including, but not limited to, passenger cars, motorcycles intended for highway use, electric bicycles, Snowmobiles, or trucks, powered by any means. For the purposes of this Conservation Easement, this definition specifically excludes All-Terrain Vehicles ("ATVs"), mobile homes, off-road motorbikes, and motocross cycles.

Motorized Equipment: Tractors, groomers, ATVs, off-road motorbikes and motocross cycles, motorboats, aircraft (excluding water landings for float planes), and other means of facilitating motorized access, as well as machines not designed for transporting people or for moving earth but incorporating a motor, engine, or other non-living power source to accomplish a task, such as but not limited to, saws, mowers, pumps, drills, and generators.

Mud Season: A period of the year when dirt roads become muddy due to thawing of the road’s frozen surface as air temperatures warm above freezing.

Natural State: The approximate general condition of the Protected Property existing immediately prior to a breach of any term or condition of this Conservation Easement, giving due consideration to the impact of the normal effects of the passage of time; the results of natural forces such as wind, fire, earthquakes, landslides, lightning, floods, ice storms, or other acts of God; prior Forest Management Activities; and the Public Recreational Uses of the Protected Property.

Non-Motorized Public Access: Entry upon the Protected Property, or a designated corridor (road or trail), by means other than Motor Vehicles, Motorized Equipment, or any vehicle or machine with a motor.

Non-Native Species: Species of organisms that are not native to the Adirondack region of New York State, including living organisms introduced from outside their natural ranges. This definition shall also include Genetically Modified organisms.

Public Recreational Use(s): Those recreational uses of the Protected Property pursued by the public, as permitted and managed by Grantee, pursuant to the grant of public recreation rights in this Conservation Easement.

Qualified Field Biologist: A person who has a graduate degree in ecology, zoology, botany, wildlife biology, or similar field or at least three (3) years of experience as a field biologist. Must be experienced in ecological systems and Significant Natural Communities sampling for viability and quality. Must be able to apply statewide rarity and ranking specifications for Significant Natural Communities and species to the systems or species populations on the Protected Property with a statewide perspective. Must have knowledge of such species' habitat requirements and must be experienced in appropriate survey techniques for the species.

Recreational Amenities: Any Structure or other improvement created, constructed, installed, and maintained for purposes related to the public access and Public Recreational Use on the Protected Property. Such amenities may include, but are not limited to, trails, docks, boat launches, Campsites, privies, outhouses, campfire rings, signs, barriers, fences, gates, lean-tos, or similar Structures intended to provide shelter.

Recreation Management Plan; Interim Recreation Management Plan: Written text, exhibits, maps, charts, diagrams, photographs, and similar materials and content that describe the location, extent, timing, cost, and other management variables and considerations related to Grantor's Reserved Rights and Obligations and to the implementation of the public recreation rights and other Affirmative Rights and Obligations of Grantee granted in this Conservation Easement for planned public access and Public Recreational Use of the Protected Property and installation and maintenance of Recreational Amenities on the Protected Property, as well as any updates and revisions of such Recreation Management Plan.

Riparian: Land area and associated vegetation located along, bordering upon, fronting on, abutting, adjacent to, contiguous, or in contact with, a Watercourse.

Shared Infrastructure: Any existing or new infrastructure on or improvement made to the Protected Property, costing labor or capital, and intended to enhance the Protected Property's utility or to adapt it for new or further purposes as allowed in this Conservation Easement. Shared Infrastructure benefits both Grantor's and Grantee's use of the Protected Property and includes, but is not limited to roads, trails, bridges, culverts, parking lots, other similar infrastructure, and improvements thereto.

Significant Natural Communities: An assemblage of interacting plant and animal populations that share a common environment and are those ranked by the New York State Natural Heritage Program, or its successor agency, as being of excellent or good quality and have a high conservation value from a statewide perspective.

Snowmobile: Motorized vehicles using skis and tracks designed to travel on snow-covered ground.

State: The State of New York.

Structure(s): For the purposes of this Conservation Easement, the term "Structure" shall be defined as broadly as possible, and shall include, but not be limited to, any building, facility, edifice, or man-made development of any kind or nature, whether permanent or temporary, including, but not limited to, buildings, Camps, cabins, lean-tos, towers, wind turbines, tanks, antennas, mobile homes, bridges, docks, utilities, fences, billboards, signs, sanitary facilities, or other man-made facilities or improvements; however, for the purposes of this Conservation Easement the term "Structure" shall specifically not include structures used in conjunction with Forest Management Activities, permitted road construction and maintenance, including, without limitation, roads, culverts, and bridges, or those structures such as tree stands or hunting/observation blinds associated with wildlife dependent recreation with an area less than 64 square feet.

Unique Habitats: Distinctive places or environments where a plant or animal naturally or normally lives and grows.

Water Body(ies): A pond, lake, or reservoir.

Watercourse: Natural or artificial channel through which water flows.

Wetland: A surface depression that (1) is inundated or saturated by surface water or groundwater for significant periods of time; (2) supports a prevalence of vegetation typically adapted for life in saturated soil conditions; and (3) contains predominantly hydric soils. Wetlands shall include any "freshwater Wetland" as defined in Section 24-0107 of the ECL; wetlands under the jurisdiction of the Adirondack Park Agency, the United States Army Corps of Engineers, or any other government entity.

SCHEDULE A
DESCRIPTION OF THE PROTECTED PROPERTY

ALL THAT CERTAIN TRACT OR PARCEL OF LAND situate, lying, and being in the Town of Harrietstown, County of Franklin and State of New York, being a situate in Township 26, Macomb's Purchase, Great Tract One, being more particularly described as follows:

BEGINNING at a found I-beam designated as #192 being located on the division line between Macomb's Purchase, Great Tract One, Township 25 and Macomb's Purchase, Great Tract One, Township 26, which said line is also the division line between the counties of Franklin and Hamilton;

THENCE continuing from the point and place of **BEGINNING** the following eight (8) courses and distances:

1. North 07 degrees 01 minutes 29 seconds West, a distance of 6,894.38 feet along the easterly bounds of the lands now or formerly of Litchfield Park Corporation (L.184 P. 297) and said township line, which said line is also the division line between the towns of Tupper Lake and Harrietstown, to a point;
2. North 60 degrees 54 minutes 12 seconds East, a distance of 7,664.63 feet through the lands of The Nature Conservancy, Inc., (L.985 P.131 -Second Parcel) to a 5/8" rebar with an aluminum cap stamped "N.Y.S Environmental Conservation Property Marker" set in a stone pile;
3. North 42 degrees 43 minutes 38 seconds East, a distance of 6,153.30 feet through the lands of The Nature Conservancy, Inc., (L.985 P.131 -Second Parcel) to a set brass bolt in rock ledge;
4. North 06 degrees 33 minutes 12 seconds East, a distance of 7,801.89 feet through the lands of The Nature Conservancy, Inc. (L.985 P.131 -Second Parcel), to a point;
5. North 06 degrees 41 minutes 16 seconds West, a distance of 10,319.34 feet through the lands of The Nature Conservancy, Inc., (L.985 P.131 -Second Parcel) to a set 5/8" rebar with an aluminum cap stamped "N.Y.S Environmental Conservation Property Marker" on the southerly bank of the Raquette River;
6. Continuing North 06 degrees 41 minutes 16 seconds West, a distance of approximately 100 feet through the lands of The Nature Conservancy, Inc., (L.985 P.131 -Second Parcel) to a point located in the center of said Raquette River;
7. Along the centerline of the Raquette River in a generally southerly direction as it winds and turns upstream a distance of approximately 56,770 feet to a point. Said point being located approximately a distance of 100 feet on a course of North 84 degrees 38 minutes 42 seconds East from a found I-beam designated as #207;
8. South 84 degrees 38 minutes 42 seconds West, a distance of approximately 100 feet along the northerly bounds of the lands now or formerly of The People of the State of New York (L.55 P.44) to said I-beam designated as #207 located on the division line between the County of Franklin and the County of Hamilton. Said I-beam being located South 04 degrees 43 minutes 45 seconds East a distance of 31,898.28 feet on a direct tie from the last mentioned set 5/8" rebar with an aluminum cap stamped "N.Y.S Environmental Conservation Property Marker";

THENCE along the said northerly bounds of the lands now or formerly of The People of the State of New York (L.55 P.44) the following ten (10) courses and distances:

- 1) South 84 degrees 38 minutes 42 seconds West, a distance of 1,432.64 feet along the said northerly bounds of the lands of The People of the State of New York and said county line to a point;
- 2) South 85 degrees 59 minutes 28 seconds West, a distance of 1,272.71 feet along the said northerly bounds of the lands of The People of the State of New York and said county line to a found I-beam designated as #204;
- 3) South 83 degrees 08 minutes 22 seconds West, a distance of 1,517.07 feet along the said northerly bounds of the lands of The People of the State of New York and said county line to a found I-beam designated as #203;
- 4) South 83 degrees 47 minutes 29 seconds West, a distance of 1,218.18 feet along the said northerly bounds of the lands of The People of the State of New York and said county line to a found I-beam designated as #201;
- 5) South 82 degrees 19 minutes 45 seconds West, a distance of 955.54 feet along the said northerly bounds of the lands of The People of the State of New York and said county line to a found I-beam designated as #200;
- 6) South 84 degrees 26 minutes 36 seconds West, a distance of 1,511.81 feet along the said northerly bounds of the lands of The People of the State of New York and said county line to a point;
- 7) South 85 degrees 07 minutes 34 seconds West, a distance of 1,353.16 feet along the said northerly bounds of the lands of The People of the State of New York and said county line to a found I-beam designated as #197;
- 8) South 82 degrees 47 minutes 01 seconds West, a distance of 1,023.53 feet along the said northerly bounds of the lands of The People of the State of New York and said county line to a found I-beam designated as #196;
- 9) South 83 degrees 46 minutes 27 seconds West, a distance of 1,452.26 feet along the said northerly bounds of the lands of The People of the State of New York and said county line to a found I-beam designated as #194;
- 10) South 82 degrees 26 minutes 04 seconds West, a distance of 681.33 feet along the said northerly bounds of the lands of The People of the State of New York and said county line to the point and place of BEGINNING.

CONTAINING 5,985 acres of land more or less.

Bearings are grid bearings based on N.Y.S. Plane Coordinates, East Zone, NAD 83 (2011). All distances are horizontal ground (GND) distances.

ALL AS SHOWN on the map entitled "Map Showing Conservation Easement Areas to be Acquired by The People of the State of New York Pursuant to Section 3-0305 and 49-Title 3 of the Environmental Conservation Law Designated as Projects: Franklin 130.01 Follensby Pond Area, Franklin 130.02 Follensby River Area, Vendor: The Nature Conservancy, Inc. Easement Acquisition situate in Townships 25 and 26, Macomb's Purchase, Great Tract One Towns of Tupper Lake and Harrietstown, County of Franklin State of New York" dated June 17, 2024, prepared by Robert L. Stickney, PLS Reg. No. 050867, Land Surveyor for the New York State Department of Environmental Conservation, filed in the Albany office of the New York State Department of Environmental Conservation as DEC Map No. 12,849, and filed in the Franklin County Clerk's Office June 17, 2024 as Filed Map No. Plat C-123 and Instrument No. 2024-5002742.

SCHEDULE B

ACCESS EASEMENT

GRANTOR HEREBY GRANTS to Grantee a non-exclusive right, privilege, and easement over lands previously conveyed to Grantor by John S. McCormick, Jr. and Roxanne M. Leighton, Trustees of the First Restatement Amendment to the John S. McCormick, Jr., Trust Agreement (pursuant to The First Restatement and [sic] Amendment to "John S. McCormick, Jr. Trust Agreement The First Restatement and Amendment to Trust Agreement shall be known as "John S. McCormick, Jr. Trust Under Agreement dated November 13, 1995" or foreshortened to "John S. McCormick, Jr. Trust Agreement") by deed dated September 2, 2008, recorded in the Franklin County Clerk's Office on September 19, 2008 as Instrument Number 2008-00003704, Volume 985 Page 131 and depicted on **Exhibit 2**, for ingress, egress, and regress by Grantee its agents, employees, other representatives, successors, and assigns, but not for public use or access, through the East Gate, to and over the existing road, identified as Follensby Pond Road, leading from the public highway known as Stetson Road, to those lands of Grantor identified as "Franklin 130.01 Follensby Pond Area, Contains: 8,660± acres" shown on the map entitled "Map Showing Conservation Easement Areas to be Acquired by The People of the State of New York Pursuant to Section 3-0305 and 49-Title 3 of the Environmental Conservation Law Designated as Projects: Franklin 130.01 Follensby Pond Area, Franklin 130.02 Follensby River Area, Vendor: The Nature Conservancy, Inc. Easement Acquisition situate in Townships 25 and 26, Macomb's Purchase, Great Tract One Towns of Tupper Lake and Harrietstown, County of Franklin State of New York" dated June 17, 2024 by Robert L. Stickney, PLS Reg. No. 050867, filed in the Albany office of the New York State Department of Environmental Conservation as DEC Map No. 12,849, and filed in the Franklin County Clerk's Office June 17, 2024 as Filed Map No. Plat C-123 and Instrument No. 2024-5002742 attached as **Exhibit 1** (the "Franklin 130.01 Follensby Pond Area"), and continuing through lands identified as the "Franklin 130.01 Follensby Pond Area" on said DEC Map 12,849, on and over all those existing or future roads and trails located therein, to access:

- 1) those lands of Grantor identified as "Franklin 130.02 Follensby River Area, Contains: 5,985± acres" shown on the map entitled "Map Showing Conservation Easement Areas to be Acquired by The People of the State of New York Pursuant to Section 3-0305 and 49-Title 3 of the Environmental Conservation Law Designated as Projects: Franklin 130.01 Follensby Pond Area, Franklin 130.02 Follensby River Area, Vendor: The Nature Conservancy, Inc. Easement Acquisition situate in Townships 25 and 26, Macomb's Purchase, Great Tract One Towns of Tupper Lake and Harrietstown, County of Franklin State of New York" dated June 17, 2024 by Robert L. Stickney, PLS Reg. No. 050867, filed in the Albany office of the New York State Department of Environmental Conservation as DEC Map No. 12,849, and filed in the Franklin County Clerk's Office June 17, 2024 as Filed Map No. Plat C-123 and Instrument No. 2024-5002742 attached as **Exhibit 1** ("Franklin 130.02 Follensby River Area"); and
- 2) real property that abuts the Franklin 130.02 Follensby River Area on said DEC Map 12,849 in which Grantee has an interest now or in the future,

for conservation easement monitoring purposes, administrative activities and emergency actions only.

GRANTOR RESERVES the right to locate or re-locate the above referenced easements so long as such located or re-located easements provide reasonable access to the Franklin 130.02 Follensby River Area.

SCHEDULE C
ENCUMBRANCES, LEASES, AND EXCEPTIONS
AS OF THE DATE OF THIS GRANT

Rights of way conveyed by The Santa Clara Lumber Company to Fred Le Boeuf by deed dated May 22, 1908, and recorded in the Franklin County Clerk's Office on July 2, 1910, in Liber 139 Cp 223.

Rights to build and maintain a dam reserved by The Santa Clara Lumber Company in a deed to John Edwards Barbour dated August 1, 1917, and recorded in the Franklin County Clerk's Office on October 6, 1917, in Liber 159 Cp 263.

Crossing rights reserved by Oval Wood Dish Company in a deed to John Edwards Barbour dated January 29, 1920, and recorded in the Franklin County Clerk's Office on February 3, 1920, in Liber 167 Cp 306.

Access rights reserved by Fred Le Boeuf and Atala Le Boeuf in their deed to John Edwards Barbour dated January 17, 1919, and recorded in the Franklin County Clerk's Office on January 25, 1919, in Liber 163 Cp 128.

Access rights reserved by Fred Le Boeuf and Atala Le Boeuf in their deed to John Edwards Barbour dated November 29, 1920, and recorded in the Franklin County Clerk's Office on December 4, 1920, in Liber 170 Cp 592.

Reservations, conditions, covenants, and agreements affecting the "Eighth Parcel" in a deed from John Edward Barbour and Katherine N. Barbour to Follensby Lumber Co., Inc., dated October 9, 1924, and recorded in the Franklin County Clerk's Office on November 3, 1924, in Liber 185 Cp 425.

Easement through Lot Number 111, Township 2, Great Tract No. 1 in McComb's Purchase, from the highway to "the Racket River" in the Town of Tupper Lake (formerly Altamont) reserved by Bertrand H. Snell in his deed to Atala Prisson Le Boeuf dated December 1, 1898, and recorded in the Franklin County Clerk's Office on March 3, 1899, in Liber 108 Cp 192.

Easement for ingress and egress granted to Preserve Associates, LLC, pursuant to the Decision and Order of the Franklin County Court in an action entitled "In the Matter of the Application for a Private Road Pursuant to Article XI of the New York State Highway Law by Preserve Associates, LLC., Applicant-Respondent v. The Nature Conservancy, Inc., Owner-Petitioner" dated November 28, 2011, Index No. 2010-1270, filed in the Franklin County Clerk's Office on November 28, 2011.

Commitment to forest crop production, as evidenced by two (2) Certificates of Eligibility for Forest Land pursuant to the Fisher Act issued by NYS Department of Environmental Conservation to John S. McCormick, Jr., the first dated January 31, 1966, recorded in the Franklin County Clerk's Office on February 4, 1966, in Liber 8 MRp 74 (Altamont) and the second dated January 26, 1966, recorded in the Franklin County Clerk's Office on February 10, 1966, in Liber 8 MRp 79 (Harrietstown).

Pursuant to Section 505(a) of this Conservation Easement, the leases existing at the time of the grant of this Conservation Easement are the following:

- 1) Hunting Lease Agreement between The Nature Conservancy and Adirondack Hunting Club lease dated October 11, 2023, and amended by Amendment #1 of the Hunting Lease Agreement between The Nature Conservancy and Adirondack Hunting Club on June 5, 2024, and
- 2) Hunting Lease Agreement between The Nature Conservancy and River Ridge Hunting Club lease dated October 23, 2023, and amended by Amendment #1 of the Hunting Lease Agreement between The Nature Conservancy and River Ridge Hunting Club on June 20, 2024.

[illegible]

EXHIBIT 2 **MAP OF ACCESS EASEMENT TO PROTECTED PROPERTY**

