

THIS INDENTURE, made this 23rd day of May, 1978, by and between the ADIRONDACK MOUNTAIN RESERVE, a corporation duly organized and existing under the laws of the State of New York and having a principal office and place of business in St. Huberts, Town of Keene, County of Essex and State of New York, as Grantor, and the STATE OF NEW YORK, as Grantee,

WITNESSETH:

WHEREAS, the ADIRONDACK MOUNTAIN RESERVE (hereinafter referred to as the "Grantor") is the owner in fee of certain real property which is hereinafter more fully described and referred to as the "Protected Property"; and

WHEREAS, the Grantor has been the owner in fee of the Protected Property and certain adjacent real property since 1887, and since that date, in recognition and by reason of the unique scenic aspects and wilderness character of said properties, has protected the same from any extensive development or exploitation, and has further kept the same, and the forests, lakes, streams, flora, fauna and other wilderness features to be found thereon, substantially in their natural state but nonetheless available and open for public use and enjoyment, with the Grantor's consent, by means of a system of trails, paths and roadways extending throughout the said properties, which trails, paths and roadways were built and continue to be maintained by the Grantor or its duly authorized representatives at no public expense; and

WHEREAS, the said Protected Property, in its present relatively undeveloped state, has substantial and significant value as a natural, aesthetic, scientific and educational resource by reason of the fact that it has not been subject to any extensive development or exploitation; and

WHEREAS, the value of the Protected Property as a natural, aesthetic, scientific and educational resource was not, and is not likely to be adversely affected to any substantial extent by the continued maintenance in their present condition of such

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structures and facilities as presently exist on and upon the Protected Property and by the construction of such additional facilities as are allowed hereby; and

WHEREAS, the said Protected Property is the property described as follows:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate, lying and being in the Towns of Keene and North Hudson, Essex County, New York and forming a portion of Townships 45 and 48, Totten and Crossfield's Purchase and being more particularly bounded and described as follows:

BEGINNING at the northeasterly corner of Township 48 at a point marked by a 3/4 inch iron pipe in an old pile of stones and runs thence along lands described as Parcel I in a deed from the Adirondack Mountain Reserve to the People of the State of New York, recorded in the Essex County Clerk's office in Liber of Deeds 660 at page 153, and hereinafter referred to as the Benefited Property, the following three (3) courses and distances:

- (1) S. 44° 15' 11" W. 15,039.30 feet to a point marked by a drill hole in a large boulder;
- (2) S. 30° 45' 45" W. 8,905.08 feet to a point marked by a drill hold in a ledge rock;
- (3) S. 67° 38' 49" W. 15,188.07 feet to a point in D. M. Arnold's westerly line of Township 48; said point being mapped and described by A. S. Hopkins in 1921 as a post marked "AMR SNY N. 4"; thence as the magnetic needle pointed in 1921 and in accordance with a survey accomplished by A. S. Hopkins in that year, and along lands of the State of New York, S. 32° 32' W. a distance of 849.42 feet and S. 1° 34' E. a distance of 2307.36 feet to a point on the easterly line of Township 45 as per abovementioned survey by A. S. Hopkins; thence running across the southeasterly corner of Lot 22, Township 45 and along the height of land known as Bartlett Ridge and in accordance with the magnetic bearings of the above referenced Hopkins Survey and being along lands of the State of New York, S. 13° 26' W. a

distance of 2513.28 feet and S. 21° 04' E. a distance of 770.88 feet to a point in the northerly line of Lot 21 marked by a copper slug in a drill hole one chain westerly from the height of land on Bartlett Ridge; thence along the southeasterly line of lands described as Parcel III in a certain deed from the Adirondack Mountain Reserve to the People of the State of New York, recorded in the Essex County Clerk's office in Liber of Deeds 660 at page 153, and also hereinafter referred to as the Benefited Property, on a magnetic course in accordance with said A. S. Hopkins Survey of 1921, S. 28° 08' W. a computed distance of 9534.37 feet to a point on the westerly line of Lot 9, Township 45 and being in the easterly line of lands of Finch, Pruyn and Company, Incorporated; thence along said lot line and lands of Finch, Pruyn and Company, Incorporated, as per 1921 magnetic bearings, S. 23° 31' E. a distance of 1650.00 feet to a point marked by a 7/8 inch iron rod set in a marshy area; thence continuing along said lands of Finch, Pruyn and Company, Incorporated, N. 52° 41' 54" E. a distance of 5662.49 feet to a point; thence running along lands described as Parcel II in a certain deed from the Adirondack Mountain Reserve to the People of the State of New York, recorded in the Essex County Clerk's Office in Liber of Deeds 660 at page 153, and also hereinafter referred to as the Benefited Property, the following five (5) courses and distances:

- (1) N. 32° 03' 09" W. 1100.54 feet to a drill hole in a boulder;
- (2) N. 55° 14' 05" E. 5873.59 feet to a drill hole in ledge rock on Otis Ledge;
- (3) N. 31° 10' 26" E. 9626.33 feet to a drill hole in ledge rock;
- (4) N. 44° 02' 32" E. 9437.18 feet to a drill hole in ledge rock and
- (5) N. 46° 13' 40" E. 18760.54 feet to a point in the easterly line of Township 48 where the same is intersected by a

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certain tributary of Icy Brook and is marked by a nickel bolt in a boulder set by A. T. Davis; thence along the easterly boundary of said Township 48, N. 36° 11' 55" E., a computed distance of 1430.03 feet to a point; thence through the lands of the Grantor and along lands hereinafter referred to as the "Adjoining Property", S. 53° 23' 30" W. a distance of 4243.06 feet to a point; thence continuing through said lands of the Grantor and along lands known as the "Adjoining Property" N. 36° 36' 30" W., a distance of 1352.00 feet to a point in the center of a private road known as Lake Road; thence along the center of said Lake Road and along lands of the Grantor hereinafter referred to as the "Adjoining Property", a distance of 4420 feet more or less as said road winds and turns to a point on the easterly line of Township 48 located on a course of S. 22° 02" W. a distance of 134.70 feet from a USGS Bench Mark labeled 1352' Elevation, WV7 1942; thence along said Township line N. 36° 50' 21" W. a distance of 3144.18 feet to a point of beginning.

All bearings hereinabove set forth, except those specified by A. S. Hopkins, are Grid Bearings in accordance with the New York State System of Plane Coordinates, East Zone.

WHEREAS, the State of New York (hereinafter referred to as the "Grantee") is the owner in fee of certain real property (hereinafter referred to as the "Benefited Property"), which Benefited Property adjoins and is contiguous to or otherwise in close proximity to the Protected Property; and

WHEREAS, a portion of the said Benefited Property is the property heretofore conveyed by the Adirondack Mountain Reserve, as Grantor, to the State of New York, as Grantee, under and by Deed dated *23 May*, 1978, recorded in the office of the Clerk of the County of Essex, in Book 660 of Deeds, at page 153, which has become part of the Forest Preserve of the Grantee; and

WHEREAS, the remainder of said Benefited Property is Forest Preserve property of the Grantee held prior to the date of the Deed mentioned in the immediately preceding paragraph; and

WHEREAS, the Grantee holds the Benefited Property as "forever wild" lands pursuant to the provisions of Article XIV, Section 1 of the Constitution of the State of New York and otherwise for the purpose of keeping said lands in their present natural state as a preserve for indigenous flora and fauna and protecting and conserving their wilderness character and value as a natural, aesthetic, scientific and educational resource; and

WHEREAS, the Protected Property and the Benefited Property are so closely related and appurtenant to one another that any change in the present natural, scenic, open space and wooded condition of the Protected Property would have an adverse and deleterious effect on the natural character of the Benefited Property in terms of the inherent values, both tangible and intangible, afforded to the Benefited Property by reason of its relationship and close proximity to the Protected Property, the views and scenic vistas of the Protected Property which are available from the Benefited Property as well as the purity of the air, water and environment in and around the Benefited Property, the maintenance of the region as a suitable habitat for a variety of wild flora and fauna and the preservation of the wilderness character and value of the region as a natural, aesthetic, scientific and educational resource; and

WHEREAS, the Grantor and the Grantee recognize the value and the special character, as a natural, aesthetic, scientific and educational resource, of the region in which their respective properties are located, and do each of them have, in common, the purpose and object of protecting and conserving the present natural state and inherent natural values, both tangible and intangible, of their respective properties as a natural, aesthetic, scientific and educational resource by means of the conveyance by the Grantor to the Grantee of a Conservation Easement and Restriction or open space preservation restriction on, over and upon the Protected Property, which Conservation Easement and Restriction on, over and upon the Protected Property shall

benefit, protect and be appurtenant to the Benefited Property so as to conserve and protect the animal, bird and plant population and the purity of the air, water and environment and to prevent the use or development of the Protected Property for any purpose or in any manner which would in any way conflict with the preservation of the Benefited Property in its natural, scenic, open and wooded condition or be detrimental to its value as a natural, aesthetic, scientific and educational resource; and

WHEREAS, the Grantor is the owner of additional real property (hereinafter more fully described and referred to as the "Adjoining Property") which adjoins the Protected Property; and

WHEREAS, the said Adjoining Property is the property described as follows:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate, lying and being in the said Towns of Keene and North Hudson, Essex County, New York and forming a portion of said Township 48, Totten and Crossfield's Purchase and being more particularly bounded and described as follows:

BEGINNING at the northeasterly corner of the parcel hereinafter described at a point on the easterly line of said Township 48 located on a course of S. 22° 02' W. a distance of 134.70 feet from a USGS Bench Mark labeled 1352' Elevation, WV7 1942; running thence along said Township line, S. 36° 50' 21" E., a distance of 985.86 feet to a point marked by a 3/4 inch iron pipe set by A. T. Davis; thence continuing along said township line, S. 36° 11' 55" E., a distance of 917.37 feet to a point; thence running through the lands of the Grantor herein and along lands above described and referred to as the "Protected Property", S. 53° 23' 30" W., a distance of 4243.06 feet to a point; thence continuing through the lands of the Grantor and along the so-called "Protected Property", N. 36° 36' 30" W. a distance of 1352.00 feet to a point in the center of a private road known as Lake Road; thence continuing through the lands of the Grantor and along the "Protected Property" and being along the centerline

of said Lake Road as it winds and turns, a distance of 4420 feet more or less to the point of beginning. Containing One Hundred Sixty (160) Acres of Land.

ALSO ALL THAT CERTAIN PIECE OR PARCEL OF LAND situated in the aforesaid Town of Keene, Essex County, New York and being generally described as all those lands now owned by the Adirondack Mountain Reserve, the Grantor herein, situated in the Roaring Brook Tract and being adjacent to and easterly of the above referenced "Adjoining, Protected and Benefited Properties".

Bearings in the foregoing description are with reference to Grid North in accordance with the New York State System of Plane Coordinates, East Zone.

WHEREAS, there are trails, paths, and roadways running on and across said Adjoining Property and said Protected Property which afford to the People of the State of New York significant opportunities to enjoy the natural, aesthetic, scientific and educational resources of the Protected Property and of the Benefited Property; and

WHEREAS, some of said trails, paths and roadways running on and across said Adjoining Property and said Protected Property afford non-motorized access on foot for the People of the State of New York to the Benefited Property; and

WHEREAS, both the Grantor and Grantee have, in common, a substantial and long-standing interest in and objective of providing opportunities for foot travel to the general public that are consistent with the natural, aesthetic, scientific and educational resources of the Protected Property and the Benefited Property; and

WHEREAS, for the reasons aforesaid and in furtherance of their mutual interests and objectives, the Grantor and Grantee have agreed, in conjunction with the aforesaid conveyance to the Grantee of a portion of the Benefited Property, that the Grantor shall herein convey to the Grantee, in addition to the aforesaid Conservation Easement over the Protected Property, a Foot Travel

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Easement over certain of the trails, paths and roadways existing upon the Protected Property and upon the Adjoining Property and which are identified in Appendix A annexed hereto and made a part hereof. *SEE MAP # 2811 FILED 6/12/78 AS APPENDIX A*

NOW THEREFORE, the Grantor, for and in consideration of the abovementioned matters, and, as agreed by the Grantor and the Grantee, as an integral, indispensable and inseparable part and as an absolute condition of the transaction in which the Grantee purchased from the Grantor those lands described in the Deed of the Grantor to the Grantee dated *23 May*, 1978, recorded in the office of the Clerk of the County of Essex, in Book 660 of Deeds, at page 153, does hereby grant, convey, assign and release, consistent with and subject to the following items, unto the Grantee forever, for the benefit of the Benefited Property, as an absolute and unconditional gift, and as an appurtenance to the Benefited Property, a Conservation Easement and Restriction, or open space preservation restriction, over the Protected Property, in perpetuity, which shall constitute a servitude on said Protected Property and consist of the following, subject, however, to all of the rights hereinafter reserved to the Grantor and to the members of the Ausable Club and their guests:

- (1) The right of view of the Protected Property in its natural, scenic, open and wooded condition;
- (2) The right of the Benefited Property to be free of any taint, corruption or pollution of whatever character arising from whatever source from the Protected Property, but this provision shall not be deemed to restrict or prevent the Grantor and members of the Ausable Club and their guests in their exercise of the rights hereinafter reserved to them;
- (3) The right of the Grantee, in a reasonable manner, at reasonable times, but always upon prior notice to the Grantor to enter and inspect the Protected Property and, by proceedings at law or in equity, to enforce the covenants and prevent the occurrence of any of the prohibited activities hereinafter set

forth, PROVIDED, HOWEVER, and ON CONDITION THAT nothing herein shall be construed to entitle the Grantee to institute enforcement proceedings against, or to recover any sum from the Grantor, by reason of the occurrence of any of the said prohibited activities if the same shall have occurred without the knowledge or consent of the Grantor, and the Grantee shall neither be under any duty to institute nor subject to any liability by reason of any failure to institute any such enforcement proceedings, nor shall the rights and interests acquired by the Grantee hereunder be in any way impaired or diminished by reason of any failure to institute any such enforcement proceedings.

AND FURTHERMORE, the Grantor, for and in consideration of the aforementioned matters, and, as agreed by the Grantor and the Grantee, as an integral, indispensable and inseparable part and as an absolute condition of the transaction in which the Grantee purchased from the Grantor those lands described in the Deed of the Grantor to the Grantee dated *May 23*, 19*76*, recorded in the office of the Clerk of the County of Essex, in Book 660 of Deeds, at page 153, does hereby grant, convey, assign and release, consistent with and subject to the following items, unto the Grantee forever, and as an absolute and unconditional gift, a Foot Travel Easement (hereinafter "Easement") in perpetuity, for foot travel only on, over and across all such trails, paths and roadways as now exist on the Adjoining Property and the Protected Property which are presently utilized for foot travel by the general public by leave and with the consent of the Grantor and which are specifically listed in and shown on the map in Appendix A attached to and made a part hereof, and on, over and across all such additional trails, paths and roadways which the Grantor may in the future permit the Grantee and the general public to utilize.

(1) Said Easement is and shall be limited to the width of said trails, paths and roadways.

(2) Said Easement is and shall be for the limited purpose of enabling the Grantee and the general public to have access to

and to use said trails, paths and roadways for hiking, skiing, snowshoeing or other foot travel in a manner that is consistent with the natural, aesthetic, scientific and educational resources of the Protected Property and in no other manner and for no other purpose except as may be required for human health and safety.

(3) Said Easement expressly shall not permit the Grantee or the general public to have access to or to use or be upon any part of the Adjoining Property or the Protected Property (including the shorefront or banks of any and all lakes and streams thereon) for hunting, fishing, camping, fire building, swimming or boating or to bring dogs, cats or other animals onto said property. Furthermore, said easement expressly shall not permit the Grantee or the general public to have access to or to cross or be upon said Adjoining Property or Protected Property in any location other than upon or along said trails, paths and roadways nor shall said easement permit the Grantee or the general public to bushwhack, rockclimb or use firearms, fishing, trapping and/or other hunting equipment. Nor shall said Easement permit the Grantee and the general public to carry any firearms in any location on or upon said Adjoining Property or Protected Property, or upon or along any of the trails, paths or roadways located on or upon said Adjoining Property or Protected Property, except as hereinafter provided, and the carrying thereof on, upon or across said Adjoining Property or Protected Property except at times, in the manner, and for the purpose hereinafter provided, shall be prohibited and a violation of this Easement and any person who shall violate the same shall be subject to prosecution by either or both the Grantor and the Grantee. Nevertheless, any provision hereof to the contrary notwithstanding, until otherwise agreed in writing by and between the Grantor and the Grantee, during the periods extending from October 15 through December 15 and from January 15 through March 15 of each year, the Grantee and the general public shall not be restrained from carrying firearms upon or along certain specific trails, paths or roadways, namely,

the said specific trails, paths or roadways being listed in and shown on the map in Appendix A attached hereto and being identified thereon as the Trails numbered 1, 3, 6, 8, 9, 10, 16, 17, 22, 23 and 24; PROVIDED, HOWEVER, and upon the condition that: (a) said trails may be used by the Grantee or the general public while carrying firearms only for the purpose of obtaining access to or egress from the adjacent lands of the Grantee on which, and during periods of time when hunting there is lawful; (b) any firearms carried on said trails shall at all times be unloaded and either cased, sheathed or broken; and (c) no other of the trails, paths and roadways on said Adjoining Property or Protected Property shall be used at any time by the Grantee or the general public while carrying firearms.

(4) Said Easement is and shall be subject to the right of either the Grantor or the Grantee, with the consent of the other, which shall not unreasonably be withheld, to close said trails, paths and roadways, or to deny access thereto or to limit such access whenever and to the extent necessary to protect said trails, paths, and roadways from undue adverse environmental damage, or in case of fire, drought or other disaster or threat thereof, or under any other circumstance in which the failure to close, deny or limit such access shall constitute a threat either to the public health, safety or welfare, or to the natural, aesthetic, scientific and educational resources of the Protected Property or the Benefited Property or to the safety or integrity of the structures and facilities located on the Adjoining Property or the Protected Property. Nevertheless, any action closing or limiting the use of trails, paths or roadways pursuant to this item shall be done in a manner consistent with the purpose and objectives of the Foot Travel Easement.

(5) Said Easement is and shall be subject to the right and responsibilities hereby assumed of the Grantor, independently or in conjunction with the Adirondack Trail Improvement Society ("ATIS"), and of the Grantee, in a manner consistent with the

purpose of this Easement and so as not unduly to impair the natural, aesthetic, scientific and educational resources of the Protected Property, with the consent of the other of them, which shall not unreasonably be withheld, to maintain, repair, replace and reroute or relocate said trails, paths and roadways, and only to build additional trails, paths and roadways so as to be consistent with the purposes and objectives set forth herein, including any related bridges, ladders or other appurtenant facilities, and to keep the same adequately marked and posted with blazes, cairns or other directional signs, PROVIDED, HOWEVER, that in the event and to the extent that either or both the Grantor and the ATIS shall cease or otherwise be unable for any reason to discharge all or part of the above-mentioned responsibilities, the Grantor shall not be subject to any liability to the Grantee by reason of any such cessation or inability, and shall thereupon consent that the same be discharged by the Grantee at its sole cost and expense.

(6) Said Easement shall include the right of the Grantee and the general public who shall utilize the trails, paths and roadways upon the Protected Property and the Adjoining Property in a manner consistent with the purpose of this easement and so as not unduly to impair the natural, aesthetic, scientific and educational resources of the Protected Property, to park up to 20 motorized vehicles in such parking facilities as the Grantor hereby agrees to designate as a public parking facility upon the Adjoining Property for parking purposes only, and for the exclusive use of persons utilizing the trails, paths and roadways pursuant to the Foot Travel Easement, PROVIDED, HOWEVER, that the Grantor shall not be under any liability to the Grantee or to the general public either in respect of any property loss or damage which occurs during or by reason of any use of said parking facilities, or by reason of any failure or inability to provide additional public parking facilities and further provided, that the right hereby granted in this item shall not be construed to

limit the right of the Grantor to designate adequate parking facilities for the exclusive use of the Grantor and the members of the Ausable Club and their guests and to deny use thereof to the Grantee and the general public.

AND, IN FURTHERANCE OF the foregoing Conservation Easement and Restriction and Foot Travel Easement hereby granted to the Grantee, the Grantor hereby makes the following covenants, on behalf of itself, its successors and assigns, which covenants shall run with and bind the Protected Property in favor of the Benefited Property in perpetuity:

COVENANTS AND PROHIBITED ACTIVITIES

(1) There shall be constructed or placed on or in the Protected Property no fences, signs (except when necessary for directional or posting purposes), billboards or other advertising matter; nor shall there be constructed or placed on or in the Protected Property any new buildings, camping or other accommodations, except to such limited extent as is hereafter provided. An inventory of the existing structures permitted on the Protected Property is attached hereto and made a part hereof as Appendix B;

(2) There shall be on or in the Protected Property no filling, excavating, dredging, mining or drilling, removal of top soil, sand, gravel, rock, minerals or other materials nor any building of roads or material change in the topography of the land in any other manner, except to the limited extent necessary for the exercise of the limited rights reserved hereinafter by the Grantor, for the maintenance of the trails, paths and roadways for purposes of fire protection or human health and safety;

(3) There shall be on or in the Protected Property no commercial or industrial activities of any kind;

(4) There shall be on or in the Protected Property no logging or cutting of trees or plants (except to the limited extent hereinafter provided or as may be necessary for the maintenance of existing trails, paths and roadways, purposes of fire protection and to maintain or provide for such communications

as may be necessary for human health and safety), nor shall the Grantor undertake any spraying with pesticides or insecticides or permit or conduct any farming or tilling or grazing of cattle or any disturbance or change in the natural habitat and terrain in any manner;

(5) There shall be on or in the Protected Property no dumping or storing of ashes, trash, garbage, refuse, sawdust or other unsightly, noisome or offensive matter, except to the limited extent necessary to service the existing structures and those new structures authorized by this instrument on the Protected Property;

(6) There shall be conducted no activity or use on or in the Protected Property that is detrimental to drainage, flood control, water conservation, erosion control, soil or wetland conservation, fish, wildlife or habitat preservation;

(7) Except to the limited extent hereinafter provided, there shall be on or in the Protected Property no operation of any motorized vehicle, including but not limited to aircraft, snowmobiles, dune-buggies, motorcycles, boats or all-terrain vehicles;

(8) There shall be on or in the Protected Property no hunting except to the extent the Grantor in its sole discretion shall determine to be necessary to keep the animal population within the numbers consistent with the ecological balance of the area and for purposes of protecting the safety of human life or property, but the provisions of this item shall not be construed to limit the right of the Grantor to stock streams with fish and to permit members of the Ausable Club and their guests to fish in accordance with such regulations and controls as the Grantor shall adopt from time to time;

(9) Except to the limited extent hereinafter provided, there shall be on or in the Protected Property no introduction or maintenance of shoreline intrusions such as additional docks, boat landings, launching sites, or other such facilities, except

as they now exist, or other activities that would alter the natural flow, depth or condition of or pollute any water bodies or courses in the Protected Property.

The foregoing restrictions shall be construed strictly against the Grantor so as to preserve the Protected Property in its present natural state for the benefit of the Benefited Property, and the aforesaid grant is hereby made unto the Grantee, TO HAVE AND TO HOLD the said Conservation Easement and Restriction and Foot Travel Easement forever unto the Grantee.

NEVERTHELESS AND NOTWITHSTANDING any of the foregoing provisions to the contrary, the Conservation Easement and Restriction and the Foot Travel Easement granted hereunder and the covenants heretofore made are subject to the following rights of the Grantor on the Protected Property, which are hereby expressly reserved by the Grantor unto itself, its successors and assigns and the members of the Ausable Club and their guests:

RESERVED RIGHTS

(1) To repair, maintain and expand, improve or demolish all such structures, outbuildings, docks, boat landings, launching sites, trails, paths and roadways and other facilities as now exist on and upon the Protected Property, PROVIDED, HOWEVER, and on the understanding and condition that any improvement of or addition to any of them shall not substantially alter the present character and aspect of the Protected Property and shall be rustic in nature and otherwise made in a manner and style that shall conform and be similar in character and style to the structures and facilities presently existing on the Protected Property. See Appendix B, attached hereto and made a part hereof, for a listing of presently existing structures.

(2) To lease the right for two additional campsites on the Upper Ausable Lake, to construct a lean-to at the northeast end of the Lower Ausable Lake, and to authorize the lessee of any campsite on the Upper Ausable Lake and the lessee of any campsite on the Lower Ausable Lake to improve and develop such campsite so

that the same may include a main camp, a bunk house, a cooking and dining facility, a lean-to, and related dock or boat landing and boat house facilities, together with all of the reserved rights stated in the preceding item.

(3) To reforest and to plant and otherwise grow trees and other vegetation of a kind and in a manner consistent with the scenic beauty and natural character and environment of the Protected Property and the Benefited Property, to cut and remove trees or other vegetation damaged or destroyed by wind, fire, water or other natural occurrence when such trees or vegetation constitute a safety or health hazard and selectively to prune or trim trees, foliage and other vegetation to the extent heretofore practiced;

(4) To cut, remove and use trees for firewood to the extent necessary in connection with any other uses on the Protected Property or on the Adjoining Property reserved hereby;

(5) To take any action necessary to preserve water levels, to preserve the natural purity of the water or to prevent the undue erosion of any shoreline of any wetland, stream, pond or lake upon the Protected Property;

(6) To give, devise, sell, assign or otherwise transfer, and to divide or subdivide by operation of law or by deed, all or any part of the Protected Property, or to transfer to the extent desired the uses and rights reserved herein, provided that the same shall remain and be subject to the Conservation Easement and Restriction and Foot Travel Easement granted herein.

(7) To use the land for picnicking, camping, swimming, fishing, boating (including landing from and temporary beaching of boats), walking, hiking, or skiing and similar activities and to use any and all trails, paths and roadways now or in future existing on the Protected Property.

(8) To utilize the area of the Protected Property as if the same were not subject to any of the developmental restraints, limitations and prohibitions imposed hereunder for the purpose of

determining and assuring that the Grantor shall have sufficient development rights to construct not more than twenty additional principal buildings on the Adjoining Property in a manner consistent with applicable laws and regulations, and the Grantor hereby expressly reserves a sufficient number of development rights in respect of the Protected Property so as to enable it to construct up to twenty additional principal buildings on the Adjoining Property. See Appendix C, attached hereto and made a part hereof, for a listing of presently existing structures on said Adjoining Property.

(9) To continue to utilize for motorized vehicle travel all existing roads and tracks which are presently so utilized by the Grantor (or by the general public with the Grantor's permission) in a manner consistent with the extent of such existing motorized vehicle use on said roads and tracks.

(10) To conduct and allow all such activities on and upon the Protected Property and upon the trails, paths and roadways located thereon as have heretofore been conducted or allowed and which are consistent with the purpose of the Conservation Easement and Restriction and the Foot Travel Easement granted herein.

(11) Except as expressly limited herein, to exercise all rights as owner of the Protected Property, including the right to use the Protected property for all purposes customarily and heretofore permitted by the Grantor and not inconsistent or incompatible with the purposes and objectives of the grants made herein and for such other and additional purposes as the Grantee may allow by its express written consent.

(12) To institute all such enforcement proceedings as it deems necessary and appropriate, including proceedings to recover damages or for injunctive relief, against any person (other than the Grantee) who shall violate or threaten to violate any provision of the Conservation Easement and Restriction or Foot Travel Easement herein granted, or who shall engage in or threaten to engage in any of the activities hereby prohibited on the Protected Property.

(13) To declare the restrictions herein imposed upon the Protected Property null and void if said Property shall be wholly condemned by the State of New York, or to make such declaration with respect to any portion of said property as might be so condemned, with such declaration to be made at or prior to such condemnation or within a reasonable time thereafter but with the same to be effective for all purposes, including the determination of the amount of compensation to be paid for taking at a time just prior to the taking in condemnation, which determination shall be made, in the event of such a declaration, as if no part of the said property had been burdened with or subjected to the servitude of the restrictions imposed hereunder.

AND THE GRANTOR DOES FURTHER COVENANT AND REPRESENT AS FOLLOWS:

FIRST: The Grantor is seized of the Protected Property and the Adjoining Property in fee simple, and has good right to grant and convey the aforesaid Conservation Easement and Restriction and Foot Travel Easement; and the Protected Property and Adjoining Property are free and clear of any and all encumbrances.

SECOND: The Grantee shall have the use of and shall quietly enjoy all of the benefits and rights derived from and arising out of the aforesaid Conservation Easement and Restriction and Foot Travel Easement.

THIRD: The Grantor agrees to pay all such real property taxes as may be lawfully assessed in respect of and to the extent of its ownership interest in and to the Protected Property and the Adjoining Property as and to the extent said ownership interest is limited by the restrictions hereof, and the Grantee shall not be under any duty or responsibility to the Grantor to maintain,

manage or protect the Protected Property or the Adjoining Property except to the extent required by the terms of the Conservation Easement and Restriction and Foot Travel Easement hereby granted. FOURTH: Nothing herein shall be deemed to relieve the Grantor of the obligation of complying with any applicable law or regulation or acquiring any required governmental permit or other approval. FIFTH: The Grantor will forever WARRANT the title to the Protected Property and Adjoining Property.

IN WITNESS WHEREOF, the Grantor has subscribed its name and affixed its seal the day and year first above written.

In the presence of:

ADIRONDACK MOUNTAIN RESERVE

Master P. Maddaloni

By *Arthur V. Savage*
Officer

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

On this 23rd day of *May*, 1978 before me personally came *Arthur V. Savage*, to me known, who, being by me duly sworn did depose and say that his residence address is *211 Corona Avenue, Pelham, N.Y. 10803*; that he is the *Secretary* of the ADIRONDACK MOUNTAIN RESERVE, the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporation seal; that it was so affixed by order of the Board of Trustees of said corporation, and that he signed his name thereto by like order.

Suzanne Criscitelli
Notary Public

SUZANNE CRISCITELLI
Notary Public, State of New York
No. 03-4061026
Qualified in Bronx County
Comm. Expires March 30, 1979

APPENDIX A

LISTING AND LOCATION OF FOOT TRAILS ON PROTECTED
PROPERTY WHICH ARE SUBJECT TO PUBLIC FOOT TRAVEL EASEMENT

1. Trail to Mounts Marcy and Haystack from the northeast end of the Upper Ausable Lake.
2. Trail to Sawteeth Mountain (spelled Sawtooth on this edition of the map) from northeast end of the Upper Ausable Lake.
3. The Carry Trail between the Lower and Upper Ausable Lakes.
4. The Stowe Memorial Trail.
5. The so-called "Scenic Trail" up Sawteeth (Sawtooth) Mountain from the northeast end of the Lower Ausable Lake.
6. The Alfred Weld Trail to the summit of Gothics Mountain from the northeast end of the Lower Ausable Lake, including a short spur trail to the foot of Rainbow Falls.
7. The Lost Lookout Trail.
8. The trail to Gothics Mountain summit from the Lake Road near the 1638 foot bench mark. This trail crosses the East and West River Trails.
9. The Wedge Brook Trail from the West River Trail to the summits of Lower and Upper Wolfjaw Mountains.
10. The West River Trail from the Lake Road near the Ausable Club clubhouse to the Lower Ausable Lake.
11. The East River Trail from the Lake Road near the Ausable Club clubhouse to the Lower Ausable Lake.
12. The trail network known as Cathedral Rocks and Bear Run, including a spur trail to a lookout on the flank of Lower Wolfjaw Mountain.
13. The trail from the start of the Lake Road to Snow and Roostercomb Mountains, and to the summit of Lower Wolfjaw Mountain via the W. A. White Trail.
14. The circuit trail known as "The Ladies' Mile".
15. The trail leading to the summits of Noonmark and Dix Mountains. The northern approach to Noonmark is known as the Henry L. Stimson Trail. The southern approach is known as the Felix Adler Trail.
16. The Henry Goddard Leach Trail over Bear Den and Dial mountains to the summit of Nippletop Mountain.
17. The Gill Brook Trail from the Lake Road to the summits of Indian Head, Colvin and Nippletop Mountains.
18. A spur trail to No. 17 from 1927 foot bench mark on the Lake Road.
19. A trail from the Gill Brook Trail to the summit of Indian Head Mountain.
20. The trail from the northeast end of the Lower Ausable Lake to the summit of Indian Head.
21. The trail from the summit of Indian Head to the Gill Brook Trail via Fish Hawk Cliffs.
22. The trail from the southwest end of the Lower Ausable Lake to the summits of Colvin and Blake Mountains.
23. Proposed cut off trail to be built from junction of Crystal Brook Trail and trail to Marcy and Haystack from the northeast end of Upper Ausable Lake to Elk Lake-Marcy Trail.
24. The Lake Road extending from the Clubhouse of the Ausable Club to the lower Ausable Lake.

APPENDIX B

INVENTORY OF EXISTING OR PERMITTED
STRUCTURES ON PROTECTED PROPERTY

ADIRONDACK MOUNTAIN RESERVE

January 11, 1978

UPPER AUSABLE LAKE -

1. George Bright: Main Camp, Cabin, Lean To, Woodshed, Dock
2. Panorama (AMR): Main Camp, Dining House, Lean to, Woodshed, Outhouse, Dock
3. Esty Foster: Main Camp, Dining House, Cabin, Woodshed, Lean To, Outhouse, Dock
4. John Russ: Lean To, Outhouse, Dock
5. White Estate: Main Camp, Dining House, Guide Camp, Lean To, Dock
6. Mrs. Britton Chance: Main Camp, Dining House, Woodshed, Lean To, Dock
7. Van Sinderen: Main Camp, Dining House, Guide Camp, Tood Shed, Bath House, Canoe Shed, Two Lean To's, Outhouse, Two Docks
8. Janeway: Main Camp, Dining House, Guide Camp, Two Woodsheds, Lean To, Outhouse, Dock
9. Weld: Main Camp, Dining House, Guide Camp, Webb Camp, Webster Camp, Woodshed, Lean To, Outhouse, Dock
10. Inlet (AMR): Main Camp, Dining House, Guide Camp, Bath House, Woodshed, Lean To, Outhouse, Dock
11. Merle-Smith: Main Camp, Dining House, Guide Camp, Woodshed, Cabin, Boat House, Three Lean To's, Two Docks
12. Neilson: Main Camp, Guide Camp, Cabin, Two Woodsheds, Lean To, Two Docks
13. Prince: Main Camp, Dining House, Two Woodsheds, Lean To, Outhouse, Dock
14. Lefferts: Main Camp, Dining House, Guide Camp, Cabin, Woodshed, Lean To, Two Docks
15. Preston: Main Camp, Dining House, Guide Camp, Cabin, Lean To, Outhouse, Dock
16. Moonrise (AMR): Main Camp, Guide Camp, Bath House, Lean To, Outhouse, Dock
17. Umstatt: Main Camp, Cabin, Woodshed
18. Case: Main Camp, Dining House, Cabin, Woodshed, Two Lean To's, Outhouse, Dock

19. Wardens Camp #1, Wardens Camp #2, Tool Shed,
Lumber Shed, Oil House, Four Boat Houses, Three Docks,
Two Outhouses

LOWER AUSABLE LAKE-

- | | |
|----------------|--|
| 1. (South End) | Two Boat Houses, Three Docks |
| 2. (North End) | Three Boat Houses, Two Docks,
Outhouse, Storage Shed,
Bath House |
| 3. AMR | Lean To, Outhouse, Dock |
| 4. Boyce | Lean To, Outhouse |
| 5. Marble | Lean To, Outhouse, Dock |
| 6. AMR | Lean To, Outhouse, Dock (to be
built) |

Lake Road-

1. Chlorinating Shed on Water Line

MAIN CLUB AREA

- | | |
|----------------------|--|
| 1. Beaulieu Cottage | (AMR) |
| 2. Felicity Cottage | (Bramwell) |
| 3. Cohasset Cottage | (Hutton-Galston) |
| 4. Overlook Cottage | (Randall) |
| 5. Wigwam Cottage | (AMR) |
| 6. Seville Cottage | (AMR) |
| 7. The Rock Cottage | (Ganoe) |
| 8. Hunsaker Cottage: | Main Cottage, Two Guest Cottages,
Garage, Woodshed, Lean To |

APPENDIX C

INVENTORY OF EXISTING OR PERMITTED
STRUCTURES ON 160 ACRE
EXTENSION OF ADJOINING PROPERTY RESERVED
FOR POSSIBLE FUTURE DEVELOPMENT

ADIRONDACK MOUNTAIN RESERVE

FEBRUARY 1978

1. Club Swimming Pool
Bath House
Filter Shed
2. Two Hard Surface Tennis Courts
3. Foster Cottage: Main Cottage, Two Garages
(Weston)
4. Putnam Cottage
5. Edgewood Cottage (Leighton-Smith, Jr.)
6. Resagonia Cottage (Cookman)
7. Heboma Cottage (AMR)

Dept. of Environmental Conservation
RECEIVED

JUN 16 1978

REGION 5
RAY BROOK, N. Y.

June 10, 1978

Dear Arthur:

This Letter of Understanding should be considered as a supplement to and a part of the transaction between this Department and the Adirondack Mountain Reserve (AMR) involving lands in Townships 45 and 48, Totten and Crossfield's Purchase in the Towns of Keene and North Hudson, Essex County. The purpose of this Letter is to clarify the terms of the limited right of the general public to carry firearms over and along certain trails, paths and roadways (trails) on and crossing land being retained by AMR, which said land is subject to an Easement, and said Easement and limited right are hereby made a part of such transaction. The exercise of such limited right will be subject to the following limitations and conditions:

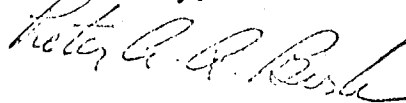
1. The following AMR trails (as listed and numbered in Appendix A of the Easement which is a part of said transaction) will be open to those of the general public carrying firearms, but only for the purpose of obtaining access to and egress from adjacent State-owned lands, and only during the periods extending from October 15 through December 15 and from January 15 through March 15: Trails No. 1, 3, 6, 8, 9, 10, 16, 17, 22, 23 and 24. At no other times and on no other trails will the general public be permitted to carry firearms on AMR property.
2. The Department will provide suitable and adequate regular patrols during the above-stated periods of October 15 through December 15 and January 15 through March 15 along such designated trails and elsewhere on AMR property to assure compliance with the terms of said Easement and this Letter of Understanding.
3. If abuses of the public's limited right to carry firearms while on AMR property are recognized and substantiated through investigation by the Department, the Department will, by regulation, prohibit the carrying of firearms along such AMR trails.
4. All firearms, when being carried over and along such open and designated AMR trails, will be unloaded and either cased, sheathed or broken.

Arthur V. Savage, Esq.

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5. At the end of a two-year period, which shall include two consecutive periods of October 15 through December 15 and January 15 through March 15, representatives of AMR and the Department will meet promptly to review the happenings involved with the carrying of firearms on or upon the AMR property to determine if this limited right should be continued, amended or rescinded.
6. If the AMR and the Department, after such two-year period, are unable to agree as to whether the said limited right should be continued, amended or rescinded, at the request of either party, a mutually satisfactory Arbitrator shall be designated. The Arbitrator shall promptly convene a hearing at which both parties shall be heard and, within 30 days after the conclusion of the hearing, he shall submit a report to each party setting forth his findings, conclusions and recommendations as to whether and upon what terms the said limited right should be continued, amended or rescinded, and each of the parties hereby agrees to be guided by the decisions of said Arbitrator.
7. Any and all of the general public carrying firearms and entering AMR property for the purpose of using said designated AMR trails to obtain access to State-owned lands shall be provided with a notice and map from the Department covering the stipulations contained herein and showing such designated AMR trails providing access to and egress from said State-owned lands. A copy of such notice and map, in the form approved by the AMR and the Department, is attached hereto and made a part of this Letter of Understanding.
8. The AMR and the Department will use their best efforts to provide said notice and map to the general public desiring to carry firearms across AMR property, but the failure or inability of either of them to do so shall not be deemed to permit or excuse the non-compliance with or violation by any person of the stipulations contained herein, nor shall such failure or inability be deemed to prevent or restrain either the AMR or the Department from taking such action as may be necessary, in accordance with law, against any and all of the general public who shall fail to comply with or otherwise violate the stipulations contained herein.

Sincerely,



Peter A. A. Berle

Attachment

Arthur V. Savage, Esq.
Turk, Marsh, Kelly & Hoare
575 Lexington Avenue
New York, New York 10022

cc: Comr. File; L. Marsh, T. Hullar, N. VanValkenburgh, R. Cook, T. Monroe ✓

Arthur V. Savage, Esq.

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Consented to and the conditions herein agreed to this 10
day of June, 1978.

ADIRONDACK MOUNTAIN RESERVE

Arthur V. Savage

Arthur V. Savage, Esq.
Secretary

§190.28 Foot trail easements--Adirondack Mountain Reserve

a. *Application.* This section applies to foot trail easements granted by the Adirondack Mountain Reserve to the State of New York by deed dated June 12, 1978, Book 660, Page 197, filed in the Essex County Clerk's Office at Elizabethtown, NY.

b. *Trails.* For the purpose of this section, foot travel by the general public is permitted on the following trails which are located on the property of the Adirondack Mountain Reserve, subject to the terms of the foot trail easement and the prohibitions hereinafter set forth:

1. trail to Mounts Marcy and Haystack from the northeast end of the Upper Ausable Lake;
2. trail to Sawteeth Mountain (sometimes spelled Sawtooth) from the northeast end of the Upper Ausable Lake;
3. the Carry Trail between the Lower and Upper Ausable Lakes;
4. the Stowe Memorial Trail;
5. the so-called "Scenic Trail" up Sawteeth (Sawtooth) Mountain from the northeast end of the Lower Ausable Lake;
6. the Alfred Weld Trail to the summit of Gothics Mountain from the northeast end of the Lower Ausable Lake, including a short spur trail to the foot of Rainbow Falls;
7. the Lost Lookout Trail;
8. the trail to Gothics Mountain summit from the Lake Road near the 1638-foot bench mark. This trail crosses the East and West River Trails;
9. the Wedge Brook Trail from the West River Trail to the summits of Lower and Upper Wolfjaw Mountains;
10. the West River Trail from the Lake Road near the Ausable Club clubhouse to the Lower Ausable Lake;
11. the East River Trail from the Lake Road near the Ausable Club clubhouse to the Lower Ausable Lake;
12. the trail network known as Cathedral Rocks and Bear Run, including a spur trail to a lookout on the flank of Lower Wolfjaw Mountain;
13. the trail from the start of the Lake Road to Snow and Roostercomb Mountains, and to the summit of Lower Wolfjaw Mountain via the W.A. White Trail;

14. the circuit trail known as "The Ladies' Mile";
15. the trail leading to the summits of Noonmark and Dix Mountains. The northern approach to Noonmark is known as the Henry L. Stimson Trail. The southern approach is known as the Felix Adler Trail;
16. the Henry Goddard Leach Trail over Bear Den and Dial Mountains to the summit of Nippletop Mountain;
17. the Gill Brook Trail from the Lake Road to the summits of Indian Head, Colvin and Nippletop Mountains;
18. a spur trail to No. 17 from 1927 foot bench mark on the Lake Road;
19. a trail from the Gill Brook Trail to the summit of Indian Head Mountain;
20. a trail from the northeast end of the Lower Ausable Lake to the summit of Indian Head;
21. the trail from the summit of Indian Head to the Gill Brook Trail via Fish Hawk Cliffs;
22. the trail from the southwest end of the Lower Ausable Lake to the summits of Colvin and Blake Mountains;
23. proposed cutoff trail to be built from junction of Crystal Brook Trail and trail to Marcy and Haystack from the northeast end of Upper Ausable Lake to Elk Lake-March Trail; and
24. the Lake Road extending from the clubhouse of the Ausable Club to the Lower Ausable Lake.

c. Prohibitions.

1. No person shall enter upon trails 1 through 24 located on the Adirondack Mountain Reserve for purposes other than access to and egress from adjacent State-owned lands or hiking on these trails.
2. No person shall carry firearms on Adirondack Mountain Reserve foot trail easements except at such times and on such trails as are hereinafter specified.
3. No person shall carry a firearm or be accompanied by a person carrying a firearm under any circumstances when using Trails 2, 4, 5, 7, 11, 12, 13, 14, 15, 18, 19, 20 and 21.
4. No person shall carry a firearm or be accompanied by a person carrying a firearm when using Trail 1, 3, 6, 8, 9, 10, 16, 17, 22, 23 or 24 except during such part of the

annual Big Game and Small Game Seasons in the Northern Zone as shall occur from October 15th through December 15th and from January 15th through March 15th.

5. No person shall carry a firearm when otherwise permitted unless said firearm is unloaded and either securely fastened in a case or taken down as defined in section 180.3 of this Title.