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Via Email

August 5, 2025

Aaron Ziemann
Adirondack Park Agency
P.O. Box 99
Ray Brook, NY 12977

**RE: LandVest Clearcutting Application (Eastwood Climate Smart
Forestry Fund/Northway Forests, LLC)
Cedar River Road, Town of Indian Lake, Hamilton County
Tax Parcel 64.-1-1.100
APA Project No.: 2025-0104**

Dear Mr. Ziemann:

Protect the Adirondacks (PROTECT) respectfully submits these supplemental comments regarding the application by LandVest, in partnership with the Eastwood Climate Smart Forest Fund (Eastwood) and Northway Forests, LLC, seeking approval for timber harvesting activities—including clearcutting—on approximately 502 acres of land in the Town of Indian Lake, Hamilton County (the “Project”).

Although the public comment period has formally closed, we recently obtained a copy of the State-owned Conservation Easement governing the Project site through a Freedom of Information Law (FOIL) request to the Department of Environmental Conservation (DEC). Given the fundamental relevance of this document to the Project’s compliance with legal restrictions, and the fact that the Adirondack Park Agency (APA) previously informed us that APA did not possess a copy of Conservation Easement, we urge the Agency to accept these additional comments.

We are providing a copy of the Conservation Easement as Exhibit A to this letter. These comments supplement PROTECT’s previous submission dated July 17, 2025.

Protect the Adirondacks

PO Box 48, North Creek, NY 12853 518.251.2700

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Purpose and Goals of the Conservation Easement

The stated purpose of the Conservation Easement is “to limit or eliminate certain uses of the Protected Property, thereby protecting and conserving the forest and other natural resources of the Protected Property.” Ex. A at 2. To achieve these purposes, the Easement establishes specific management requirements and restrictions to conserve natural resources and ensure their availability for future generations, while protecting the scenic and ecological values of the property—including air and water quality, wildlife habitat, and biological diversity).” *Id.* § 2.2 at 3.

Additionally, the Easement is intended to provide public recreational opportunities on the property, with such uses managed to remain consistent with the Easement’s primary conservation goals. *Id.* § 2.5 at 4.

The Proposed Project Violates the Conservation Easement

The proposed Project is fundamentally inconsistent with—and in several respects, directly violates—the terms of the Conservation Easement.

Biological Diversity and Broad Age Distribution: The proposed clearcutting of hundreds of acres of forest violates the Easement’s mandatory specification that forest management activities “[m]aintain or enhance biological diversity” and “[p]rovide for a broad distribution of forest age classes.” Ex. A, § 5.1.1 at 45-46. The proposed clearcutting will homogenize age classes, diminish tree diversity by perpetuating the regeneration of predominately American beech trees, and reduce overall biological diversity, undermining these core Conservation Easement requirements.

Wetlands and Vernal Pools: The Easement requires the protection of wetlands and vernal pools, yet the application fails to adequately map and delineate all such areas, despite acknowledging the presence on the Project site of vernal pools, “other wet areas,” and “non-documented” wetlands and ponds. *Id.* §§ 5.1.1, 5.3(f)(iv), at 45-46, 58.

Water Quality: The application proposes that stream crossings will be identified during harvesting rather than pre-identified on submitted maps—directly violating both APA regulations and the Easement’s requirement that forest management activities must “protect or enhance water quality.” *Id.* § 5.1.1 at 45-46.

DEC Approval: The Easement clearly states that all forest management activities must receive prior written approval from DEC. *Id.* § 5.2 at 46. The application provides no evidence that such approval has been sought or obtained.

Biological Assessment and Desired Forest Conditions: The Easement requires that a comprehensive Biological Assessment of the Project site be conducted every 15 years, including an articulation of the desired forest condition to be achieved and maintained. Ex. A, § 5.3(g) at 59-63. The Easement specifies that the objective of each desired forest condition “shall be to protect, maintain and/or enhance the condition of the natural resource values” of the Project site. *Id.* The application does not include a Biological Assessment, nor does it demonstrate that the proposed

forest management activities will maintain or enhance the site's natural resource values, as required by the Conservation Easement.

Log Yards: The applicant proposes to establish six log yards on the Project site, in violation of the Easement, which explicitly permits no more than four. Ex. A, § 5.4.1 at 64.

Failure to Address Potential Impacts on Recreational Uses

The Conservation Easement establishes and allows for a variety of public recreational uses on the Project site, including non-motorized and motorized public recreation, public access points, linear recreation corridors, campsites and parking areas. Ex. A, § 4.3.A at 13-43. The Easement also allows for recreational amenities and improvements including roads, trails, parking areas, boat launches, campsites, lean-tos, outhouses, fire rings, fire places, signs, kiosks, barriers, fences, gates, and other structures or improvements to facilitate the management of public access and recreational use of the Project site. *Id.* § 4.4(a) at 39. However, the application fails to assess the potential impacts of the proposed timber harvesting on either existing recreational uses or future recreational development opportunities permitted under the Easement.

Conclusion

As previously noted in PROTECT's July 17, 2025 comment letter, the applicant failed to submit the required Conservation Easement with its application, depriving APA of essential information needed to evaluate compliance with the legal restrictions governing the Project site. Now that PROTECT has provided the Conservation Easement, it is evident that the Project violates its terms in multiple, significant respects. Therefore, APA cannot make the requisite statutory findings to approve the application, and the application must be denied.

We appreciate your attention to these supplemental comments and urge the APA Board to give them full consideration in its review process.

On behalf of the Board of Directors of PROTECT, please accept our gratitude for the opportunity to share our comments on this proposed Project.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Amato", with a stylized flourish at the end.

Christopher Amato
Conservation Director and Counsel

C: Aaron Love, DEC Regional Attorney, Region 5

EXHIBIT A

Project Numbers: Essex 458, 460, 461, 462 and 464
Fulton 208, 209, 210, 211, 212, 213 and 214
Hamilton 314, 315, 316, 318 and 323
Saratoga 62, 63, 64, 66 and 68
Warren 199, 201, 204, 205, 206, 207, 208, 209, 211, 212, 213, 215
thru 223
Washington 85 thru 90
Proceeding Numbers: Essex 7563, Fulton 5882, Hamilton 7564,
Saratoga 8129, Warren 6859 and Washington 9538

Counties: Essex, Hamilton, Fulton,
Saratoga, Warren, and Washington
Towns: Minerva, Newcomb, North Hudson, Bleecker, Mayfield,
Indian Lake, Day, Edinburg, Bolton, Chester, Johnsbury,
Lake Luzerne, Queensbury, Stony Creek, Thurman,
Warrensburg, Dresden
Putnam, Caroga, Lake George, Long Lake, Fort Ann,
Whitehall, Greenfield and Providence

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
SUSTAINABLE FORESTRY CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT (hereinafter the "Conservation Easement") is hereby granted on this 27th day of December, 2010, between Upper Hudson Woodlands ATP, LP, a Delaware limited partnership, ("Grantor"), having an office at c/o RMK Timberland Group, 260 Peachtree Street, Suite 1800, Atlanta, Georgia 30303, Attention: Mr. Jon Callaghan, and The Nature Conservancy, Inc., a District of Columbia non-profit corporation ("Grantee"), having an principal address at 4245 North Fairfax Drive, Arlington, Virginia 22203 and maintaining an Adirondack Nature Conservancy Chapter Office having an office at 8 Nature Way, Keene Valley, New York 12943 (with Grantor and Grantee hereinafter referred to together as the "Parties" and individually as a "Party").

WITNESSETH:

WHEREAS, Grantor is the sole owner, in fee simple, of certain real property located in the State of New York, Towns of Minerva, Newcomb, North Hudson, Bleecker, Mayfield, Indian Lake, Day, Edinburg, Bolton, Chester, Johnsbury, Lake Luzerne, Queensbury, Stony Creek, Thurman,

(See Assignment of Conservation Easement filed 12/29/10 Book 252 Page 142)

Warrensburg, Putnam, Caroga, Lake George, Long Lake, Dresden, Fort Ann, Whitehall, Greenfield and Providence, which are in the Counties of Essex, Hamilton, Fulton, Saratoga, Warren, and Washington, which property (hereinafter referred to as the "Protected Property") is legally described in Schedule A and made a part hereof; and

WHEREAS, the Parties recognize the value and special character of the Protected Property and the region in which the Protected Property is located, and Grantor and Grantee have in common the purpose and objective of protecting and conserving tangible and intangible values of the Protected Property as an intact and well-managed forest resource; and

WHEREAS, the Parties mutually intend that this Conservation Easement will serve to limit or eliminate certain uses of the Protected Property, thereby protecting and conserving the forest and other natural resources of the Protected Property in perpetuity; and

WHEREAS, The Legislature of the State of New York (the "State") has found and declared that in order to implement the public policy of the State of conserving, preserving, and protecting its environmental assets and natural and man made resources, the protection of agricultural and forest lands is fundamental to the maintenance, enhancement, and improvement of, among other things, balanced economic growth and the quality of life in all areas of the State, and in furtherance thereof has enacted Article 49, Title 3, of the New York State Environmental Conservation Law (the "ECL") to provide for the restriction of development and other incompatible uses of real property through the use of conservation easements; and

WHEREAS, Grantee warrants and represents that it is a qualified holder of conservation easements as defined in Article 49, Title 3 of the ECL, and that it possesses the intent and ability to monitor and enforce the terms of this Conservation Easement on the Protected Property, and that the Protected Property satisfies criteria adopted by Grantee relating to the quality and characteristics of land that should be protected and maintained as undeveloped, open land.

NOW, THEREFORE, Grantor, for the consideration of ten (\$10.00) Dollars, and other valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby

acknowledged, does hereby grant, convey, and release to Grantee this Conservation Easement in perpetuity, pursuant to Article 49, Title 3 of the ECL in, on, over, under, and upon the Protected Property, according to the terms, covenants, rights, restrictions, and obligations described 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 or associated document(s).

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

- 2.1 **Ensure Sustainable Forestry.** To ensure that the Protected Property remains in a healthy, forested condition; to ensure that the Protected Property remains available for Sustainable Forestry and the associated production of Forest Products; and to promote and support the continued professional management of the significant forest resource on the Protected Property.
- 2.2 **Conserve Natural Resources and Protect Environmental and Scenic Values.** To set forth requirements related to the management and extraction of Forest Products or other natural resources that serve to conserve those resources and ensure their availability and quality for the benefit of future generations, while at the same time protecting scenic and environmental values of the Protected Property (such as air and water quality, wildlife habitat, and Biological Diversity).
- 2.3 **Limit Subdivision.** To limit Subdivision of the Protected Property for the purpose of avoiding forest fragmentation and ensuring that future conveyances involve acreages of forestland that are large enough to support Sustainable Forestry.
- 2.4 **Limit Use and Development.** To limit or eliminate development and residential, commercial, industrial,

and agricultural uses of the Protected Property, except as specifically permitted by this Conservation Easement.

2.5 Provide Opportunities for Recreational Uses. To provide opportunities for a combination of private and Public Recreational Uses of, and access to, 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.

3. RESTRICTED USES AND PRACTICES. The Parties agree that the following restrictions shall apply to the Protected Property in perpetuity:

3.1 Prohibited Uses. Residential, commercial, agricultural, and industrial activities of any kind shall not be permitted on the Protected Property, except as specifically permitted by the terms of this Conservation Easement.

3.2 Conveyance of the Protected Property; Subdivision. The division or Subdivision of the Protected Property is prohibited, including the conveyance of any rights reserved to the Grantor herein, except for the following:

a. Subject to prior written notice to the Grantee, the Grantor may subdivide the Protected Property into four (4) separate and distinctive units which shall be referred to as "Block(s)" and are described as such distinctive units in Schedule A and are further set forth in detail in Schedule C herein. Each Block is identified in such Schedules as the "High Peaks Block", the "Lake George Block", the "Sacandaga Block" and the "Indian Lake Block". Upon prior written notice to Grantee, Grantor may sell, transfer, or convey fee simple title to the entire Protected Property or one or more whole Blocks to another owner. Any and all portions of the Protected Property conveyed into separate ownership pursuant to this Section 3.2 shall remain subject to the terms and conditions of this Conservation Easement and any threshold or quantity limits applicable to any activity discussed in this Conservation Easement will be apportioned by Grantor among the conveyed Blocks so that all such rights and limitations in aggregate shall not exceed those

provided herein. In conjunction with any conveyance of fee simple title to a Block, Grantor and each such owner of fee simple title to a Block, as evidenced by such owner's acceptance of a deed to such Block, agree that (i) the terms of this Conservation Easement shall be incorporated by reference in such deed, (ii) the interest conveyed shall be subordinate to this Conservation Easement, and (iii) such owner shall be the "Grantor" under this Conservation Easement as to such Block. A Grantor's rights, duties, liabilities, and obligations under this Conservation Easement shall be limited to that portion of the Protected Property owned by said Grantor.

- c. The following shall not be considered a division or Subdivision for the purposes of this Conservation Easement:
- (i) Conveyance to Grantee, or to a third-party solely for the purpose of facilitating ultimate conveyance to Grantee, of a fee interest in any portion of the Protected Property or of any rights retained by Grantor in this Conservation Easement.
 - (ii) Conveyance of portions of the Protected Property to abutters to the extent necessary to resolve a bona fide boundary dispute, provided that:
 - (a) Any such conveyance requires the prior approval of Grantee, which shall not be unreasonably withheld;
 - (b) The portion of the Protected Property conveyed to a third-party shall not remain subject to the terms of this Conservation Easement; and
 - (c) Any real property received by Grantor in exchange for such conveyance shall become subject to this Conservation Easement unless Grantee agrees otherwise.
 - (iii) The grant of a mortgage on all or a portion of the Protected Property, or the transfer or sale of any timber rights through timber deeds, leases, timber cutting agreements, other timber-rights agreements, delivered wood or stumpage contracts, provided that the mortgage, deed, lease, agreement or contract is

subject to and subordinate to this Conservation Easement.

- (iv) The maintenance of existing leases or the creation of new leases.
- (v) The conveyance of any portion of the Protected Property to a government agency whose purpose is consistent with the purpose of this Conservation Easement and who would qualify as an assignee under Section 7.11 hereof, subject to the prior written approval of Grantee.

3.3 Structures. Except as specifically permitted by this Conservation Easement, no Structure may be constructed, placed, or located 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 permitted road construction and maintenance, including, without limitation, roads, culverts, and bridges.

3.4 Impervious Surfaces. Roads, trails, parking lots, and other such areas shall not be paved or covered with Impervious materials or surfaces.

3.5 Utilities. No new telephone, telegraph, cable television, communications, cell towers, wind towers, electric, gas, water, sewer, or other utility lines or associated towers or other Structures may be constructed, placed, or located over, under, in, on, upon or above the Protected Property, except as follows:

1. Septic or gray water disposal systems, wells or above ground water lines from springs for water, constructed and maintained solely to serve

Recreation Camps or Forest Management Activity Structures;

2. Pursuant to the provisions of Section 49-0305 of the ECL when no reasonable alternative exists and only to the minimum extent necessary to accommodate the new utility;
3. Pursuant to the provisions of Section 49-0307 of the ECL;
4. Municipal utilities located within, or within five (5) feet, of any public right-of-way easement which run through the Protected Property, with prior approval of Grantee; or
5. In circumstances where the Parties are each requested to consent to a deed or easement in lieu of condemnation by a public utility, with prior approval of Grantee.
6. With the prior approval of Grantee.

3.6 Forest Management Activities. No Forest Management Activities shall be conducted on the Protected Property, except in compliance with Section 5.1 of this Conservation Easement.

3.7 Waste Disposal. The storage, disposal, discharge, dumping, injection, burial, land filling, accumulation, or other placement of waste, trash, garbage, refuse, sewage, waste, wastewater, non-composted organic substances, vehicles, mobile homes, trailers, scrap material, construction debris, ashes, sediment discharges, oil and its by-products, chemicals, leached compounds, and/or hazardous or toxic substances within, on, over, under, or through the Protected Property (including surface and groundwater on the Protected Property) is prohibited, except for the following on-site generated material or storage of materials for use on the Protected Property:

1. Organic logging debris;
2. Routine, safe storage and application of chemicals, machinery fuel, or other materials used in connection with approved Forest Management Activities;
3. Disposal of wood stove or fireplace ashes from Recreation Camps;
4. Routine containerized storage of trash generated by regular Recreation Camp use or Forest Management

Activities prior to transport from the Protected Property for proper disposal;

5. Existing or new outhouses and/or modern, functioning sewage or gray water treatment systems (septic systems) serving Recreation Camps , Recreational Amenities pursuant to Grantee's Affirmative Rights or Forest Management Activity Structures.

Grantor shall be responsible for the removal of any trash, debris (except for organic logging debris), or other waste materials listed above from the Protected Property that is caused by its own activities or the activities of lessees. Grantee shall be responsible for the removal of any trash, debris, or other waste materials listed above from the Protected Property that is caused by its own activities or Public Recreational Use of the Protected Property.

- 3.8 **Mining; Excavation; Sand and Gravel Use.** Mining and other such mineral extraction or exploitation by any method, surface or subsurface, on the Protected Property is prohibited except as expressly permitted herein. The excavation, removal, and/or filling of topsoil or other materials on the Protected Property shall not take place, nor shall the topography of the Protected Property be changed, except for erosion control measures, except as may be necessary to construct and maintain permitted infrastructure and improvements on the Protected Property as defined in this Conservation Easement, and except for the excavation and use of sand and/or gravel by the Parties for use in implementing Grantor's Reserved Rights and/or Affirmative Rights of Grantee, in accordance with the following limitations and provisions:

1. 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 sand and gravel off the Protected Property for maintenance of those portions of public roads (town or county public highways) that pass through, along the boundary of, or are located within one (1) mile of the Protected Property and that provide access to the Protected Property; for the purpose of maintaining existing private access road rights-of-way leading to and

from the Protected Property; or to construct new private access road rights-of-way leading to and from the Protected Property that may be acquired by Grantor or Grantee in the future.

2. The area or location of the Protected Property from which sand and gravel may be extracted by Grantee shall be subject to Grantor's approval.
3. In order to minimize negative environmental impacts and maintain the forested area of the Protected Property, the Parties shall use existing sand and gravel pits when practical, and avoid opening new pits or excavations unless necessary. The Parties may not open or excavate new sand or gravel pits within any Special Treatment Area. New pits or excavations are those not identified as "existing" in the Baseline Documentation. The Parties shall make every effort to avoid sensitive areas, minimize visual impacts, and comply with any and all applicable laws and regulations when extracting sand and gravel.

3.9 Chemical Treatments. The use of herbicides, pesticides, fungicides, rodenticides, fertilizer, pH control substances, or other chemicals on the Protected Property is restricted to use by Grantor only as necessary for the following purposes and subject to the following restrictions:

1. Application of chemical treatments in accordance with an approved Forest Management Plan or Forest Certification Program.
2. Application of chemical treatments, with prior written notice to Grantee, for the following purposes:
 - (a) For Forest Management Activities not meeting the requirements of subparagraph 3.9(1) above.
 - (b) To control an insect pest or disease outbreak that threatens the health of the forest on the Protected Property, the health of the forests or forest economy of the surrounding region, or Grantor's long-term investment in the Protected Property.
 - (c) As necessary to meet approved silvicultural objectives.
 - (d) To control insect pests or disease for human health and safety purposes.

(e) To control non-native plant or animal species.

3. For use in and around permitted Structures to prevent insect or rodent infestation.

3.10 Dams and Water Impoundments. There shall be no construction of dams or impoundments; manipulation of water levels in Lakes, Ponds, Perennial Streams or Wetlands; except that Grantor may maintain or replace existing dams or impoundments and may take actions to preserve water levels and water quality, prevent erosion of any slope or shoreline, and protect permitted infrastructure or improvements on the Protected Property in a way that avoids or minimizes impacts to any of the environmental benefits provided by the Protected Property, such as water storage and flood control, water quality, fish or wildlife habitat, erosion control, and Soil Productivity. Grantor shall provide written notice to Grantee of any such action(s) taken. Grantor's rights under this Section shall include routine road maintenance and the removal, breaching, or control of beaver dams or lodges for the purpose of protecting and maintaining roads, trails, culverts, bridges, and other improvements on the Protected Property. Nothing in this Section shall prevent either Party from responding to an emergency, and each Party shall provide notice to the other within twenty-four (24) hours of taking any emergency action.

3.11 Non-Native Species. There shall be no planting, intentional introduction, release, or broadcasting of any alien, hybrid, or genetically-modified Non-Native Species on the Protected Property, unless such action provides a forested ecosystem benefit, significantly improves forest productivity, prevents Soil Erosion, or enhances native wildlife populations or habitats and such action is taken in accordance with an approved Forest Management Plan or Forest Certification Program, or has otherwise been given prior written approval by Grantee.

3.12 Development and Building Rights. 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 program, 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.

4. GRANTEE'S AFFIRMATIVE RIGHTS. Grantor hereby grants to Grantee in perpetuity the following Public Recreation Easements to allow public access for Public Recreational Uses (individually, a "Public Recreation Easement" and collectively, the "Public Recreation Easements") as set forth in this Section 4. Grantor also hereby grants to Grantee certain other affirmative rights in perpetuity, as specifically set forth in this Section 4. Such affirmative rights together with the Public Recreation Easements are collectively referred to herein as the "Affirmative Rights."

4.1 Right to Enter. Grantor hereby grants to Grantee an easement for access to, on, and across the Protected Property at all times to monitor and assure compliance with the terms and conditions of this Conservation Easement, and to exercise and administer Grantee's other Affirmative Rights set forth in this Conservation Easement.

4.2 Administrative Motorized Use. Grantor hereby grants to Grantee an easement for Administrative Motorized Use of Motor Vehicles, Motorized Recreational Vehicles, All-Terrain Vehicles and Motorized Equipment, collectively referred to herein as the "Administrative Motorized Use," both on and off road, throughout the Protected Property for any of the following activities:

1. To monitor and enforce compliance with the terms, conditions, and provisions of this Conservation Easement, anywhere on the Protected Property.
2. To conduct Public Recreational Use planning; to construct, install, improve, groom and/or maintain Recreational Amenities; to otherwise implement permitted public access and Public Recreational Uses on the Protected Property as granted in this

- Conservation Easement; and to monitor, patrol, and regulate such public access and Public Recreational Use on the Protected Property.
3. To construct and maintain a road for Administrative Motorized Use located within the McIntyre Works Tracts as shown in Exhibit 2 to generally be located across the Tract in the general vicinity of the southwesterly portion of the MacIntyre Works Tract adjacent to the Forest Preserve boundary in the vicinity of Camp Santononie.
 4. To exercise any other Affirmative Right or conduct any project or activity permitted under this Conservation Easement.

Such administrative uses by Grantee shall be conducted in a manner that avoids significant impact to the Protected Property, and Grantee shall be responsible for, and shall promptly repair, any damage caused by Grantee in carrying out its administrative responsibilities. Grantee's administrative use of any road or trail on the Protected Property shall be non-exclusive, and such roads and trails may also be used by Grantor for Forest Management Activities or other uses permitted under the terms of this Conservation Easement.

- 4.3 Right to Allow Public Access for Recreational Use** The Grantee is hereby granted certain rights on, over, across and within the Public Recreation Easements identified herein to provide for public access and Public Recreational Use of the Protected Property in perpetuity, together with the right to construct and maintain Recreational Amenities and other improvements, within the designated Public Recreation Easement areas of the Protected Property identified herein as "Public Recreational Use Area(s)," "Public Fishing Corridor(s)," "Public Access Corridor(s)" and "Linear Recreation Corridor(s)" and whose boundaries are generally delineated on the Exhibit Nos. 1-15 attached to this Conservation Easement and made a part hereof or as otherwise provided for in the Specific Provisions set forth in Section 4.3.B herein, subject to the following provisions:

A. General Provisions:

- a. **Public Recreational Use:** Public access and Public Recreational Use of

the Protected Property shall include the following:

- i. **Non-Motorized Uses:** Non-Motorized Public Access and Non-Motorized Public Recreational Uses shall include, but not be limited to, activities such as hiking, cross-country skiing, snowshoeing, fishing, hunting, trapping, bicycling, mountain biking, horseback riding or the use of horses or other similar animals for transportation of supplies, rock climbing, nature study, or wildlife observation, as well as canoeing, kayaking and use of other non-motorized watercraft, including electric-powered motors, on streams, rivers, or water-bodies, however, the Grantee may designate or limit the specific uses of an area from time to time.

1. Notwithstanding anything to the contrary herein, Grantee may allow persons with mobility impairment to use Mechanized Equipment in order to have access on, over and across Public Recreation Easement areas that the Grantee may designate as areas open to the public for Non-Motorized Public Access and Non-Motorized Public Recreational Uses. In addition, Grantee may issue permits to persons with mobility impairment for Motor Vehicle or All Terrain Vehicle use on roads and trails within Public Recreation Easement areas that the Grantee designates

as areas open to the public for Non-Motorized Public Access and Non-Motorized Public Recreational Uses, or Grantee may designate certain routes solely for use by persons with mobility impairments.

2. Hunting and trapping by the public shall be permitted within Public Recreational Use Areas only.

ii. **Motorized Uses:** Motorized Public Access and Motorized Public Recreational Uses shall include use of Motor Vehicles, Snowmobiles or motorboats only within areas delineated on the Exhibit Nos. 1-15 and according to the following provisions:

1. Snowmobile Use: Grantee shall accommodate Snowmobile use by the public by implementing Snowmobile routes along designated Linear Recreation Corridors in accordance with trail design and maintenance standards which conform to such design standards appropriate for private property as established in manuals and guidelines published by the New York State Office of Parks, Recreation, and Historic Preservation, or an equivalent State agency, and in general use by such agency from time to time.
2. Unless otherwise provided for herein, the use of All-Terrain Vehicles, off-road recreational motorcycles of any kind or motocross vehicles, by the public on

the Protected Property is prohibited.

- b. **Areas Available for Public Access and Public Recreational Uses:** Except for the period of time coinciding with the Northern Zone Big Game Regular Hunting Season, which hunting season is established by law and is the annual period from the second-to-last Saturday in October until the first Sunday in December, or such future period as may be designated by New York State Regulations, or as otherwise provided for in the Specific Provisions in Section 4.3B herein, the following designated areas of the Protected Property shall be available for public access and Public Recreational Use, subject to the following provisions:

i) **Public Access Corridors:** The Grantee is hereby granted an easement, as shown on the attached Exhibit Nos. 1-15 herein as Public Access Corridors, for either Motorized Public Access or Non-Motorized Public Access over the designated routes to gain entry and access on, over and across the Protected Property, or, to provide access to adjacent Forest Preserve lands.

1. Grantee shall determine if public use of Public Access Corridors is subject to closure due to weather conditions, including but not limited to, the mud season which has historically occurred in the Spring.
2. Public Access Corridors shall be fifty (50) feet in width.

ii. **Public Fishing Corridors:** Grantee is hereby granted an easement for public access and Public Recreational Use by the public for fishing in accordance with

applicable laws and regulations, and any incidental Non-Motorized Public Recreational Uses, including hiking or boating, within the designated Public Fishing Corridors as shown on the attached Exhibit Nos. 1-15, together with access trails between any Parking Area established by Grantee and the Public Fishing Corridor. Grantee may establish the Recreational Amenities as shown on the attached Exhibit Nos. 1-15, including boat launches, fishing piers and Parking Areas. Public Fishing Corridors, as generally shown on Exhibit Nos. 1-15, include the area of the Protected Property located within thirty-three (33) feet upland of the Mean High Water Mark of the respective stream, river, pond or water-body as shown in the respective Exhibits and includes the bed of the stream, river, pond or water-body.

iii. **Linear Recreation Corridors:** Grantee is hereby granted an easement for public access and Public Recreational Use by the public of Linear Recreation Corridors as shown on Exhibit Nos. 1-15, within or along existing public highways as they pass through the Protected Property, and, in the event the exact location of a Linear Recreation Corridor is to be constructed for a specific Public Recreational Use such as cross country skiing or snowmobiling, its location shall be set forth in a Recreation Management Plan, subject to the following provisions:

1. Each Linear Recreation Corridor shall be fifty (50) feet in width and shall be available for public access and Motorized Public Recreational Uses or Non-Motorized Public Recreational Uses.
2. Motorized Public Access and Motorized Public Recreational Uses shall be permitted on Linear Recreation Corridors which are identified by the symbol "M" or "AM" on the attached Exhibit Nos. 1-15, and Non-Motorized

Public Access and Non-Motorized Public Recreational Uses shall be available along trails indicated by the symbol "T" or "A" on the attached Exhibit Nos. 1-15 or within a Tract which has a symbol indicating the availability of Cross Country Ski Trails on the attached Exhibit Nos. 1-15, and additionally, within areas where Motorized Access and Motorized Public Recreational Uses are permitted.

3. Grantee shall have the right to establish Linear Recreation Corridors for public use of Snowmobiles in a location where the Linear Recreation Corridor shall run parallel to and adjacent to any public road or anywhere within the following Tracts: Stony Creek Tract, Hohler Road Tract, Jackson Summit Road Tract, Harrisburg Lake Tract, Wolf Pond Road Tract, Harrisburg Road Tract and Igera Tract.
4. Upon the discontinuance or abandonment of any Public Highway located within the Protected Property, Grantee shall have the right to establish a Linear Recreation Corridor along and within the roadway of the Public Highway for Motorized Public Access and Motorized Public Recreational Uses subject to the provisions of this Section.

- iv. **Public Recreational Use Areas:** Grantee is hereby granted an easement for year-round public access and Public Recreational Use on, over and within Public Recreational Use Areas which are generally located within the designated areas shown on Exhibit Nos. 1-15, attached hereto, and shall be available for full Public access and both Motorized and Non-Motorized Public Recreational Uses, including camping, hunting, fishing and trapping by the public. Grantee shall have the right to establish, construct, maintain, relocate or abandon Linear Recreation

Corridors within these areas for Public Recreational Uses.

- v. **Alternates to the Delineated Public Recreation Easements:** In the event the public cannot access a Public Recreation Easement, as generally shown on the attached Exhibit Nos. 1-15, or established in the future by Grantee in a Recreation Management Plan, due to a temporary closure by the Grantor pursuant to Grantor's Reserved Rights, or, due to the location of the Public Recreation Easement within land not owned by Grantor, or other legal or physical obstruction, and the Grantee requires an alternate route to maintain the continuity of the Public Recreation Easement, then, in order to maintain the continuation of public access to the affected Public Recreation Easement, Grantor agrees that the Public Recreation Easement which is obstructed or is temporarily closed shall be transferred to one or more alternate routes, including, but not limited, to the approximate routes shown on the attached Exhibit Nos. 1-15, to provide for the continuity of public access to the Public Recreation Easement areas consistent with the intended Affirmative Rights for public access and Public Recreational Use of the Protected Property acquired by Grantee.
- vi. **Designated Campsites:** Grantee is hereby granted an easement for public use of specifically designated Campsites within the Protected Property subject to the following provisions:
1. Campsites shall not exceed one-half acre in size;
 2. Campsites shall be located or relocated in the same general location as shown on the attached Exhibit Nos. 1-15;

3. Campsites shall include access trails running from the nearest Linear Recreation Corridor to the Campsite, however, in the event the Campsite and trail are not located within a Public Recreational Use Area, such Campsites and trails shall be located within two-hundred (200) feet of the associated Linear Recreation Corridor;
4. The Grantee shall set forth the exact location of each Campsite in greater detail within the Recreation Management Plan.

Public use of designated Campsites shall be managed in the same manner as allowed by State laws and regulations governing State lands managed under the jurisdiction of the New York State Department of Environmental Conservation, as the same may be amended, which address issues such as: (1) the use of fire, (2) maintenance of clean and sanitary conditions and (3) limits the number of people per site, except that public camping shall only be allowed at designated sites. Public access to designated Campsites shall not extend beyond the immediate area of the designated Campsites. In recognition of the importance of the natural resource value of the timber on the Protected Property, Grantee agrees that reasonable care shall be taken to prevent forest fires on the Protected Property.

- vii. **Parking Areas:** Grantor hereby grants to Grantee an easement to provide for parking by the public within the Protected Property ("Parking Areas") subject to the following provisions:
1. Parking Areas shall not exceed one-half acre in size;
 2. Parking Areas shall be established or relocated in the general locations designated on the attached

Exhibit Nos. 1-15 as Parking Areas.

3. Each designated Parking Area may be constructed to accommodate any number of vehicles deemed necessary by the Grantee to facilitate the Public Recreational Uses permitted in close proximity to the Parking Area.
4. Grantee may provide for parking by the public at any number of roadside locations located within Public Recreational Use Areas.

c. Implementation and Management of Public Recreation Easements for Public Access and Public Recreational Uses:

At any time, Grantee, in its sole discretion, shall determine to initiate, limit, restrict or temporary eliminate any Public Recreational Uses granted in this Conservation Easement. Prior to initiating or implementing any Public Recreational Uses granted in this Conservation Easement, Grantee shall take into consideration the existing encumbrances set forth in Schedule B herein.

- i. Limit Opportunities: The Grantee may specify, increase, modify and limit the specific opportunities for Public Recreational Use within the Protected Property in a Recreation Management Plan.
- ii. Location of Boundaries: The Grantee shall set forth the detailed location of the boundaries, or any additional or alternative route, for each Public Recreation Easement granted herein, in a future Recreation Management Plan.

- iii. **Signage:** Grantee shall install and maintain appropriate signage in order to advise the public of the permitted Public Recreational Uses in a specific area of the Protected Property. In all instances, roads and corridors open for Motorized Public Recreational Use shall be specifically marked with appropriate signage for the type(s) of vehicle(s) permitted. Grantor and Grantee shall mutually agree to the content of signs installed or constructed on the Protected Property by Grantee pursuant to this Section.

B. **Specific Provisions:** Grantee shall have the right to establish the following Public Recreation Easements for public access and Public Recreational Uses of the Protected Property on, over and within the Protected Property and specifically within each of the following Tracts as generally shown on the respective Exhibit Nos. 1-15 attached herein:

a. **Blue Ridge Road Tract, as delineated on Exhibit 1:**

- i. Grantee shall establish a Public Fishing Corridor along the Branch River and Palmer Pond, Parking Areas, a boat launch and fishing pier, whose locations are generally delineated on Exhibit 1. Public access to the Public Fishing Corridor shall be from four (4) Parking Areas to be located along Blue Ridge Road.
- ii. Grantee shall establish a portion of the North Hudson to Newcomb Linear Recreation

Corridor, identified and shown as "M1" on attached Exhibit 1, to be generally located within or along the existing power line right-of-way or along the public road as it runs south of the Branch River from the eastern boundary of the Blue Ridge Road Tract within the Protected Property to the western boundary of this Tract to Blue Ridge Road as generally delineated in Exhibit 1 attached herein. The Grantee shall take the slope and terrain into consideration when establishing the specific layout of the Linear Recreation Corridor and shall identify the final route in a Recreation Management Plan. The final route may deviate from the power line right-of-way to any other area within the Blue Ridge Road Tract as determined by Grantee as necessary to develop a trail suitable for multiple Public Recreational Uses including snowmobiling, mountain biking, horseback riding and other Non-Motorized Public Recreational Uses.

- iii. A Parking Area shall be established along Blue Ridge Road at the entrance to the existing Hoffman Notch Trail, as shown in Exhibit 1. The Parking Area will be located off the highway and shall be developed in such a way as to accommodate off-road parking during winter months.

b. MacIntyre Tract, as delineated on Exhibit 2:

- i. A Public Access Corridor, as identified as "AM1" on Exhibit 2, for year-round public access

as generally delineated on Exhibit 2 as running east from Tahawus Road, crossing the Hudson River continuing north to a Parking Area.

- ii. A Linear Recreation Corridor for Non-Motorized Public Access and Non-Motorized Public Recreational Uses along a trail leading to the Forest Preserve as identified as "A1" and shown on Exhibit 2.
- iii. A Linear Recreation Corridor shown as "T1" on Exhibit No. 2, shall be established for public access and Non-Motorized Public Recreational Use beginning at the Forest Preserve border in the vicinity of Camp Santanone, going generally south through the Tract to the Forest Preserve boundary in the vicinity of the Harris Lake State Campground.
- iv. A Linear Recreation Corridor shown as "A2" on Exhibit No. 2, shall be established for public access and Non-Motorized Public Recreational Use beginning from a Parking Area proposed to be located on Tahawus Road, continuing west over an existing forest road to the Forest Preserve boundary or in an alternative location as deemed necessary by Grantee to avoid existing Recreation Camps.

c. Hudson River Hyslop Tract, as delineated on Exhibit 3.

- i. A Linear Recreation Corridor shall be established as a continuation of the North Hudson to Newcomb Corridor and identified as "M1" on the attached Exhibit No. 3, for Motorized Public Recreational Use which is generally located

and runs from the west end of the Protected Property on Rt. 28N and continues easterly along forest roads to Forest Preserve boundary near Rt. 28N.

d. Essex Chain of Lakes Tract, as shown on Exhibit 4:

- i. A Linear Recreation Corridor known as the Newcomb to Long Lake Corridor, identified and shown as "M2" on the attached Exhibit 4, shall provide public access and Motorized Public Recreational Uses and Non-Motorized Public Recreational Uses, including Snowmobiles, mountain biking and horseback riding, which generally follows the existing forest roads and Snowmobile trail in a westerly direction continuing into the Township 20 Tract towards the Village of Long Lake.
- ii. Two (2) designated Campsites shall be established within 200 feet of the Linear Recreation Corridor identified and shown as "M2" on the attached Exhibit 4.
- iii. A year-round Public Access Corridor identified and shown as "AM3" on the attached Exhibit 4, for Non-Motorized Public Access and Motorized Public Access limited to Motor Vehicles, which is generally located along an existing forest road running in an easterly direction off of Goodnow Flow Road to a Parking Area located near the Forest Preserve boundary.
- iv. A Parking Area shall be established near the southeasterly boundary of the Tract near the Goodnow Flow Outfall. A Non-Motorized Public Access Corridor, identified and

shown as "A4" on Exhibit 4, shall run southerly to the Forest Preserve boundary.

- v. Linear Recreation Corridors for Non-Motorized Public Recreational Uses limited to cross country skiing shall be established within the Tract and shall have the final locations detailed in a future Recreation Management Plan. Grantee shall use best efforts to locate the final route of any Linear Recreation Corridors established pursuant to this paragraph along existing logging roads.
- vi. A year-round Public Access Corridor, as identified and shown as "AM2" on Exhibit 4, for Non-Motorized Public Access and Motorized Access and Motorized Public Recreational Uses and Non-Motorized Public Recreational Uses, including use of Motor Vehicles or Snowmobiles by the public, beginning from the point where the Goodnow Flow Road intersects with Woody's Road along the north side of the Goodnow Flow. At the intersection, the Public Access Corridor "AM2" continues in two directions: Northerly towards Route 28N and Southwesterly towards the Township 19 Tract as shown on Exhibit 4.
- vii. The northern and western portions of the Public Access Corridor, identified and shown as "AM2" on the attached Exhibit 4, shall also serve as a Linear Recreation Corridor, identified and shown as "M3" on Exhibit 4, and shall be part of the Indian Lake Corridor as it travels south from the Linear Recreation Corridor "M2", for snowmobiling,

- mountain biking and horseback riding by the public.
- viii. A year round Parking Area and year round Non-Motorized Public Access Corridor, identified and shown as "A3" on the Exhibit 4, shall be established along existing skid trails and woods roads running in a westerly direction from the northern portion of the Linear Recreation Corridor "M3" and the Public Access Corridor "AM2" to the Forest Preserve boundary and Parking Area.
 - ix. The Linear Recreation Corridor for Motorized Public Recreational Use, identified and shown as "M3" on the Exhibit 4, also known as the Indian Lake Corridor, travels south from the Newcomb-to-Long Lake Corridor "M2". The "M3" Linear Recreation Corridor overlaps with the Public Access Corridor "AM2", until a point where it separates from "AM2" and runs southwesterly before again joining with "AM2" as it goes into Township 19 Tract. The final location of the Linear Recreation Corridor "M3" shall be established after full consideration of the existing terrain of the Protected Property within the general location of the Linear Recreation Corridor as shown on the Exhibit No. 4. As an alternative to Grantee's use of the Linear Recreation Corridor "M3" for Motorized Public Recreational Use, Grantee may provide for Motorized Public Recreational Use on entire length of the Public Access Corridor "AM2" as it runs from

Route 28N to the boundary of the Township 19 Tract. During the winter, Grantee may establish Snowmobile use by the Public on the Public Access Corridor "AM2" which runs from Indian Lake and Blue Mountain Lake to Newcomb and Long Lake.

- x. Two designated Campsites and associated Parking Areas shall be established for camping by the public in the vicinity of the Linear Recreation Corridor identified as "M3" on the Exhibit 4 where it runs between the segments of the Linear Recreation Corridor identified as "AM2" on Exhibit 4. Grantee may relocate these Campsites along other portions of "M3" if Grantee determines that this portion of the "M3" Linear Recreation Corridor will not be built after due consideration of the terrain in this area.
- xi. Linear Recreation Corridor shall be established for Non-Motorized Public Access and Public Recreational Use, identified as "T3" on the attached Exhibit 4, which extends into Township 19 Tract and the Dun Brook Mountain Range, including a Parking Area in the vicinity of the Township 19 Tract boundary.

e. Township 20 Tract, as delineated on Exhibit 5 and Insert 5A:

- i. A Linear Recreation Corridor identified as "M2" on Exhibit 5 is a continuation of the Linear Recreation Corridor identified as "M2" on Exhibit 4 of the Essex Chain of Lakes Tract. This Linear Recreation Corridor shall be established for Motorized Public Access and Motorized

- Public Recreational Use limited to Snowmobiles and other Non-Motorized Public Recreational Uses, and is generally located as running westerly on existing forest roads and an existing Snowmobile trail to Long Lake.
- ii. Two (2) designated Campsites shall be established in the vicinity of the Linear Recreation Corridor identified as "M2" on the Exhibit 5.
 - iii. A Motorized Public Access Corridor, identified as "AM6," shall be established between a boat launch to County Line Flow and Route 28N. A Parking Area shall be established south of route 28N, to accommodate public access to the boat launch located on County Line Flow.
 - iv. Public access and Public Recreational Uses, limited to fishing by the public and the use of non-motorized or electric motor boats by the public, within the County Line Flow shall be permitted however, the public shall not be permitted upland of the Mean High Water Mark of the County Line Flow except at the designated Parking Area and Boat Launch site as shown on Exhibit 5.
 - v. A Motorized Public Access Corridor, identified as "AM5" on Exhibit 5, shall be established from Route 28N and run in a northerly direction to a Parking Area located in the vicinity of the Forest Preserve boundary near Corner Pond. Non-Motorized Public Access shall continue along "AM5" to provide Public Access from the Parking Area in the vicinity of the Forest

Preserve boundary near Corner Pond to the Forest Preserve.

- vi. A Public Fishing Corridor shall be established for Non-Motorized Public Recreational Uses, including fishing and boating, and shall be located along and within the Fishing Brook as it runs from County Line Flow to the Fishing Brook Bog as it is shown on Exhibit 5 and with more detail in Insert 5. Two Parking Areas and 2 car-top boat launches shall be located along Fishing Brook as generally located as shown on the Exhibit 5; one located along Public Access Corridor "AM5", and the second one located along Route 28N.
- vii. Public access and Public Recreational Use shall be established within Fishing Brook Bog and along its shore as shown on Exhibit 5 and the Insert 5. Public Recreational Use shall be limited to fishing and non-motorized boating by the public. Grantee may establish a Parking Areas, Boat Launch and a fishing pier in the general locations shown on Exhibit 5 and Insert 5. For purposes of this Conservation Easement, non-motorized boats shall include electric-powered motorboats.
- viii. Linear Recreation Corridors may be established by Grantee to provide the public with access and Public Recreational Use of a groomed cross-country ski trail(s) within this Tract. Grantee shall use best efforts to utilize existing forest roads and trails when locating the exact routes for the Linear Recreation Corridors.

- ix. A Public Recreational Use Area shall be established as generally located on Exhibit 5 to provide for year-round Motorized Public Access and Motorized Public Recreational Uses and Non-Motorized Public Recreational Uses.
 - x. A year round Motorized Public Access Corridor, identified as "AM4" on Exhibit 5, which is generally shown and located as running south from Route 28N on an existing forest road and along the boundary of the Public Recreational Use Area, and then continues in a westerly direction into the Public Recreational Use Area at the intersection with 6 Mile Brook. At this point, 6 Mile Brook becomes the boundary of the Public Recreational Use Area.
 - xi. Grantee may establish the designated Campsites and Parking Areas as shown on Exhibit 5 within the Public Recreational Use Area.
- f. Township 19 Tract, as delineated on Exhibit 6 and Insert 6A:**
- i. A Linear Recreation Corridor, identified as "M3" on Exhibit 6, shall be established for year-round Motorized Public Access, Non-Motorized Public Access and Public Recreational Uses, including Snowmobiling, mountain biking and horseback riding, generally located as running southwest from the Essex Chain of Lakes Tract, crossing through the Township 19 Tract, to the Forest Preserve boundary, and continues to Route 30 along Grantor's right of way over adjoining lands.

- ii. A year-round Public Access Corridor, identified as "AM2" on Exhibit 6, for Motorized Public Access and Non-Motorized Public Access, including Motor Vehicles, shall be established along and within the same forest road as the Linear Recreation Corridor shown as "M3" which is located between Essex Chain of Lakes Tract and Route 30.
- iii. A Public Recreational Use Area shall be established as generally located as south of "AM2" as shown on Exhibit 6, to provide for year-round Motorized Public Access and Motorized Public Recreational Uses and Non-Motorized Public Recreational Uses.
- iv. The designated Campsites and Parking Areas shall be established as generally located on Exhibit 6.
- v. A Linear Recreation Corridor shall be located along existing trails, together with a Parking Area, for year-round Non-Motorized Public Access and Public Recreational Uses, identified as "T2" on Exhibit 6, along the existing trail as it runs from a Parking Area located along Rt. 30 north of the hamlet of Blue Mountain Lake, to the Forest Preserve boundary in the vicinity of the Blue Mountain Fire Tower.
- vi. Linear Recreation Corridors shall be established for Non-Motorized Public Access and Non-Motorized Public Recreational Uses of the areas of the Protected Property in the vicinity of Dun Mountain, Tongue Mountain, and Tyrell Mountain, as identified as "T3" on Exhibit

- 6 and Exhibit 4, beginning at a Parking Area shown on Exhibit 4 as being within the Essex Chain of Lakes Tract and located along the Linear Recreation Corridor "AM2" near the boundary line between the Essex Chain of Lakes Tract and Township 19 Tract.
- vii. Two designated Campsites may be located along "T3" as generally located on Exhibit 6.

g. Township 33 Tract, as delineated on Exhibit 7 and Insert 7A:

- i. A Linear Recreation Corridor, as generally located and identified as "M4" on Exhibit 7, shall be established for Motorized Public Recreational Uses and Non-Motorized Public Recreational Uses, including snowmobiling, mountain biking and horseback-riding, along the existing Snowmobile trail from Indian Lake, southwesterly along the Cedar River to the Forest Preserve boundary.
- ii. Two (2) designated Campsites shall be established in the general location of "M4" as shown on Exhibit 7.
- iii. A Linear Recreational Corridor, generally shown and identified as "M5" on Exhibit 7, shall be established for Motorized Public Recreational Use of Snowmobiles in the event a connection is required for Snowmobile trails which may be built on the adjoining lands not owned by Grantor.
- iv. Motorized Public Access Corridor, as identified as "AM9" on Exhibit 7, which is generally located along an existing forest road running from Cedar River Road to the high elevation area

- near the Forest Preserve boundary. A Parking Area shall also be located in the vicinity of the Forest Preserve boundary.
- v. Linear Recreation Corridors for Non-Motorized Public Access and Public Recreational Use, as generally located and identified as "T4" on Exhibit 7, shall be established beginning at the Parking Area at the westerly end of "AM9" and continuing in the vicinity of, and leading to, the summits of Panther Mountain, Burgess Mountain, Buell Mountain, Snowy Mountain and Squaw Mountain.
 - vi. Year round Non-Motorized Public Access Corridor shall be established along the existing hiking trail to the summit area as located between Snowy and Squaw Mountains, as identified as "A7" on Exhibit 7.
 - vii. Five (5) separate Public Fishing Corridors, together with associated Parking Areas and access trails, generally located along both sides of the Cedar River as delineated on Exhibit 7.
- h. Padanarum Road Tract, as delineated on Exhibit 8: A Linear Recreation Corridor, as generally shown and identified as "T5" on Exhibit 8, shall be established for Public Access and Non-Motorized Public Recreational Uses, including hiking, and shall provide the public with access to the summit of High Nopit Mountain.
- i. Hilderbrandt Road Tract, as delineated on Exhibit 9:
- i. A Non-Motorized Public Access Corridor shall be established as

- generally located and identified as "A9" on Exhibit 9.
- ii. Two (2) designated Campsites and one Parking Area may be established as generally shown on Exhibit No. 9.
 - iii. A Linear Recreation Corridor for Motorized Public Access and Motorized Public Recreational Uses, as identified and shown as "M6" on Exhibit 9, shall be established generally along existing Snowmobile trails, and specifically used for the continuation of Snowmobile use by the public from the existing Snowmobile trail located within the Town of Thurman.

j. Somerville Road Tract, as shown on Exhibit 9:

- i. A Linear Recreation Corridor for Non-Motorized Public Recreational Uses, including hiking, shall be established as generally located and identified as "T6" on Exhibit 9 beginning at a Parking Area located near Route No. 9 and running southerly as it crosses the Somerville Road Tract to the Forest Preserve boundary in the vicinity of Prospect Mountain. The Parking Area shall be established within the Tract for Motorized Public Access.
- ii. A Public Access Corridor for Motorized Public Access, as identified as "AM8" on Exhibit 9, and generally located along an existing forest road, together with a Parking Area.
- iii. A Public Fishing Corridor, as delineated on Exhibit 9, along both banks of English Brook.

- k. Hall Hill Tract, as shown on Exhibit 10: A Linear Recreation Corridor, identified and shown as "M7" on Exhibit 10, for public access and Motorized Public Recreational Uses and Non-Motorized Public Recreational Uses, including snowmobiling, biking, and horseback riding, shall be located across the Tract along and within existing Snowmobile trails.
- l. Viele Pond Road Tract, as shown on Exhibit 10: A Linear Recreation Corridor, identified and shown as "M8" on Exhibit 10, for public access and Motorized Public Recreational Uses and Non-Motorized Public Recreational Uses, including snowmobiling, biking, and horseback riding, shall be located generally along the forest road which crosses the parcel and on the existing Snowmobile trails.
- m. Sacandaga Tract, as delineated on Exhibit 11:
- i. A Public Access Corridor, generally located and identified as "AM10" on Exhibit 11, shall be established for Motorized Public Access from Min Allen Road to the Parking Area.
 - ii. Grantee may establish a Parking Area within the Sacandaga Tract as generally located and shown on Exhibit No. 11.
 - iii. A Linear Recreation Corridor, generally located and identified as "T7" on Exhibit 11, shall be established for Non-Motorized Public Access and Non-Motorized Public Recreational Uses along the existing road and trail within the Tract to provide public access to the summit of Clute Mountain.

n. Johnny Cake Lake Tract, as delineated

on Exhibit 12: A Linear Recreation Corridor, identified and shown as "M11" on Exhibit 12, for Motorized Public Recreational Uses and Non-Motorized Public Recreational Uses generally located on the existing Snowmobile trail which crosses the Tract.

o. Gordons Creek Road Tract, as

delineated on Exhibit 12: Linear Recreation Corridors, identified and shown as "M9" and "M10" on Exhibit 12, for Motorized Public Recreational Uses and Non-Motorized Public Recreational Uses generally located on the existing Snowmobile trail which crosses the Tract.

p. Lake Desolation Road Tract, as

delineated on Exhibit 13:

- i. A year-round Public Recreational Use Area shall be established within the entire Lake Desolation Road Tract as generally shown on Exhibit 13.
- ii. Grantee may establish future Linear Recreation Corridors for Motorized Public Access, Motorized Public Recreational Uses and Non-Motorized Public Recreational Uses, including the continued use of the existing Snowmobile trail, along any road or trail located or constructed within the Tract. The exact location of any Linear Recreation Corridor not specifically shown on the attached Exhibit No. 13 shall be set forth in a future Recreation Management Plan.
- iii. Grantee may establish five (5) designated Campsites and four (4) Parking Areas as generally

shown on Exhibit No. 13 or as located or relocated by Grantee within the Public Recreational Use Area.

- iv. Linear Recreation Corridors, identified and generally located as "M12" and "M13" on Exhibit 13, shall be established for Motorized Public Access, Motorized Public Recreational Uses and Non-Motorized Public Recreational Uses.
- v. Grantee may establish a car-top boat launch on the bank of Archer Vly as shown on Exhibit No. 13 and may provide for fishing and boating by the public on Archer Vly.

q. **Jackson Summit Road West Tract and Dennie Road Tract, as delineated on Exhibit 14:**

- i. A Public Access Corridor, identified and generally located as "AM12" on Exhibit 14, shall be established for Motorized Public Access, Non-Motorized Public Access and Motorized Public Recreational Uses.
- ii. A Linear Recreation Corridor for Motorized Public Access and Motorized Public Recreational Uses, as generally located and identified as "M14" on Exhibit 14, shall be established generally along existing trails running westerly from a Parking Area along Jackson Summit Road to the vicinity of Bernhardt Mountain, for public Snowmobile use.
- iii. A Linear Recreation Corridor, identified and shown as "T8" on Exhibit 14, for Non-Motorized Public Access and Non-Motorized Public Recreational Uses, beginning at a Parking Area and

continuing southwesterly to the Forest Preserve boundary in the vicinity of Lynus Vly.

- iv. Grantee may establish Linear Recreation Corridors and one (1) Parking Area to provide the public with access and Public Recreational Use of groomed cross-country ski trail(s) within the Dennie Road Tract for Non-Motorized Public Recreational Uses including hiking and cross-country skiing. Grantee shall use best efforts to utilize existing forest roads and trails when locating the exact route for these Linear Recreation Corridor(s).

r. Benson Road Tract, as delineated on Exhibit 15:

- i. A Public Access Corridor, identified and shown as "AM11" on Exhibit 15, shall be established for year-round Motorized Public Access.
- ii. A Linear Recreation Corridor, identified and generally shown as "M14" on Exhibit 15, shall be established for year-round Motorized Public Access and Motorized Public Recreational Use.

4.4 Public Recreational Amenities and Improvements.

Grantor hereby grants Grantee the following rights associated with the Public Recreation Easements granted under this Conservation Easement:

- (a) Grantee may establish, construct, use, repair, maintain, improve, expand, relocate, replace, demolish, abandon, or remove Recreational Amenities and improvements within the Public Recreation Easements, including Public Access Corridors, Public Fishing Corridors, Public Recreational Use Areas and along and within Linear Recreation

Corridors, including those set forth in the terms of this Conservation Easement, those identified in this Section 4, and those generally indicated on the attached Exhibit Nos. 1-15, that are appurtenant or accessory to the Public Recreational Uses permitted thereon.

Recreational Amenities and improvements may include roads, trails, Parking Areas, boat launches, Campsites, lean-tos or other similar Structures intended for shelter, outhouses, fire rings, fire places, signs, kiosks, barriers, fences, gates, and other such Structures or improvements used in connection with, or to facilitate, the management of public access and Public Recreational Uses of the Protected Property.

- (b) In the event a Linear Recreation Corridor is identified in the terms of this Conservation Easement and is not generally delineated on Exhibit Nos. 1-15, Grantee shall use best efforts to locate the respective Linear Recreation Corridors along and within existing roads or trails.
- (c) In the event Grantee determines that additional Recreational Amenities or improvements which were not specifically set forth in the terms of this Conservation Easement or generally indicated on the Exhibit Nos. 1-15 are necessary to facilitate the Public Recreational Uses on the Protected Property, and the construction or installation of any single Recreational Amenity or improvement would result in the removal of over one (1) acre of timber producing land from the Protected Property, Grantee shall obtain the approval of Grantor prior to installing or constructing the individual Recreational Amenity or improvement.
- (d) In the event that Grantee may delegate its right to maintain Recreational Amenities to other entities, such as a local municipality

or authorized club, Grantee shall provide written notice to Grantor.

- (e) Control points, such as gates or barriers, may be established along Public Access Corridors if deemed necessary by the Grantee to maintain and/or enhance public safety.
- (f) Grantee shall remove any Structure within two (2) years of Grantee determining that the Recreational Amenity no longer serves its intended purpose.
- (g) Grantee shall provide Grantor with at least seven (7) days prior notice before commencing road construction or maintenance activities, and such activities shall not interfere with Grantor's Forest Management Activities.
- (h) Grantee shall provide Grantor with prior written notice of any situation in which trees may need to be cut or otherwise removed from a site in order for Grantee to construct, install, or maintain a Recreational Amenity. In the event that (1) the proposed Recreational Amenity shall occupy an area greater than one (1) acre, and (2) Grantor identifies that merchantable timber is located within the area to be occupied by the proposed Recreational Amenity and Grantor desires to remove such timber, Grantor shall then have thirty (30) days from the date of the Notice provided under this provision to provide a written plan for such removal to Grantee. The Parties shall mutually agree upon a time frame for the removal of such timber, however, any such removal must be completed within one (1) year from the date of the Notice required under this provision.

Any and all harvested timber shall belong to Grantor. In the event Grantor chooses not to remove such timber, or fails to remove it within one year from the date of the Notice provided by Grantee under this provision,

then Grantee may remove the timber and shall stack it in an unobtrusive manner near the location where the Recreational Amenity shall be located.

- (i) Subject to available funding and applicable State statute and regulations, Grantee shall maintain, repair and correct, at Grantee's expense, any and all damage to Recreational Amenities including roads, trails, bridges, culverts, Parking Areas, boat launches, Campsites, and other infrastructure and improvements over which Grantee has the right to permit public access and Public Recreational Use and which damage is caused either by the public access or Public Recreational Use of the Protected Property or directly by Grantee, its agents, representatives, employees, or contractors.
- (j) Grantee shall provide keys or combinations to Grantor for opening any gates and locks installed by Grantee.
- (k) The Parties acknowledge that certain existing and future infrastructure and improvements on the Protected Property, such as roads, trails, bridges, and culverts, are vital for conducting activities by both Parties, and that there will be a continuing need for routine maintenance of shared improvements. The Parties further acknowledge the difficulty in allocating exact costs and responsibilities for routine maintenance of shared improvements between the Parties, however, the Parties are committed to establishing a method for equitably sharing the cost and responsibility for such maintenance. As such, the Parties shall identify the shared infrastructure and improvements, establish appropriate standards and guidelines for their maintenance, and develop a method for equitably sharing the costs and responsibilities for maintenance taking into account (x) the estimated number of times each Party, its agents or invitees uses the

improvement annually, (y) the requirements of each Party to make the shared improvement safe for it, its agents and invitees, and (z) in the case of maintenance, the relative impact or wear caused by the types of use attributable to each Party, and further, the cost-sharing allocations shall be guided by the following:

(i) Grantee is solely responsible for the costs of ensuring that existing and new shared improvements used or constructed by Grantee for public access and Public Recreational Use are safe and adequate for the intended public access and Public Recreational Use.

(ii) Closure of a shared improvement, such as a bridge, to Public Recreational Use by a State agency (such as New York State Department of Transportation ("DOT")) shall not be a basis for Grantee to prohibit Grantor's use of such a shared improvement for Forest Management Activities or other private uses.

(iii) The Parties shall share the cost of any new or replacement bridge if it is agreed that both Grantor and Grantee need such bridge to implement their respective rights under this Conservation Easement. Grantor's share in such costs shall not include costs necessary to ensure that such a bridge is adequate for Public Recreational Use; for example, the cost of placing and maintaining safety railings on a bridge when such railings are not necessary for Forest Management Activities but are necessary for safe public recreation. Grantee's share of such costs shall not exceed those reasonably necessary to construct a bridge adequate for public recreation and Grantee's administrative access.

(iv) 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 improvements.

- (l) The condition of Recreational Amenities and improvements shall be reviewed annually by Grantee and assessed based on standards and specifications provided in the Recreation Management Plan. Grantee shall then decide whether portions of roads and trails need to be repaired, improved, relocated, and if public use thereon should be temporarily suspended.
- (m) The Parties may consult, as needed, on the effects of wet or dry weather or similar conditions, on the ability of the Recreational Amenities to support public use, during periods of adverse conditions. After such consultation, Grantee may determine whether portions of roads and trails need to be repaired, improved, relocated, or if public use thereon should be temporarily suspended.

4.5 Recreation Management Plan.

- (a) Grantee may, at its sole discretion, develop a Recreation Management Plan to implement, facilitate and manage Public Recreational Uses of the Protected Property granted under the terms of this Conservation Easement. The Recreation Management Plan shall set forth the Grantee's plan on how it proposes to implement, facilitate and manage the rights granted herein. Grantee shall consult with the Grantor in the development of the Recreation Management Plan. Upon the completion of a Recreation Management Plan, or any update or amendment thereto, Grantee shall provide a copy of the Recreation Management Plan to Grantor.
- (b) Any reference in this Conservation Easement to the Recreation Management Plan shall include any Interim Recreation Management Plan, the Recreation Management Plan in effect, and any updates or amendments.

4.6 Right to Use Sand and Gravel. Grantor hereby grants to Grantee the right to use sand and gravel located on the Protected Property in accordance with the provisions of Section 3.8 herein.

4.7 Marking Boundaries. Grantor hereby grants to Grantee the right to identify, mark, and maintain the general location of the boundaries of the Public Recreation Easements with signs, in form and content reasonably satisfactory to Grantor, describing the public rights associated with the Protected Property, but is under no obligation to do so, except in order to comply with the signage requirements set forth in Section 4.3.

4.8 Right to Manage Fish and Wildlife Resources. Grantor hereby grants to Grantee, or a third-party on behalf of and approved by Grantee, the right to install, maintain, replace, and remove Structures, devices, plots, and study areas, or manipulate vegetation or habitat, in area(s) of the Protected Property for the purpose of studying, restoring, or enhancing fish and wildlife species, ecological communities, habitat, or other environmental variables on the Protected Property. Such projects shall not unreasonably interfere with Grantor's Reserved Rights, and all such projects shall require the prior written approval of Grantor. In the event Grantee contracts with a third party to conduct the projects contemplated under this Section 4.8, Grantee shall provide a copy of the respective contract to Grantor with its request for approval.

4.9 Scientific Studies, Biological Surveys and Long Term Monitoring of Forest Health. Grantor hereby grants to Grantee the right to undertake, contract for, or otherwise provide for biological surveys, scientific studies and establishment of long term monitoring plots for periodic assessment of forest health on the Protected Property, however, Grantee shall use reasonable efforts to prevent damage to the Protected Property, or to the real or personal property of the Grantor. The results of any such survey, study or assessment shall be provided to the Grantor. Such surveys, studies and assessments shall not

unreasonably interfere with Grantor's Reserved Rights.

4.10 Emergency Actions. Grantor hereby grants to Grantee the right to take emergency action(s) necessary to respond to a natural disaster, environmental hazard, public nuisance, or threat to human safety in order to preserve the Protected Property and/or protect the public, 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. To the extent practical, Grantee shall notify Grantor of its entry under this Section and shall consult with Grantor regarding such emergency action. Nothing contained in this Section shall relieve Grantor from any liability for, or duty under, this Conservation Easement or applicable law to repair, remediate, dispose, or otherwise remedy any condition that it may have caused and which is the proximate cause of Grantee's entry pursuant to this Section.

5. GRANTOR'S RESERVED RIGHTS. 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"):

5.1 Forest Management Activities. Grantor reserves the right to conduct Forest Management Activities on the Protected Property, subject to the following provisions and limitations:

1. Conservation and Economic Objectives.

(a) Forest Management Activities conducted by Grantor shall be guided by the following conservation objectives:

- (i) Adhere to Sustainable Forestry principles;
- (ii) Maintain Soil Productivity;
- (iii) Protect or enhance water quality;

- (iv) Protect Special Treatment Areas (as defined below) from potential negative impacts associated with timber harvests and construction of roads or other improvements, including but not limited to lease structures;
- (v) Maintain or enhance Biological Diversity;
- (vi) Provide for a broad distribution of forest age classes, standing dead trees, den and nest trees, and large downed trees;
- (vii) Conserve and protect native plant and animal species, their habitats, and the Ecological Processes that support them.

(b) Forest Management Activities conducted by Grantor shall be guided by the following economic objectives:

- (i) Maintain the overall economic viability of the Protected Property;
- (ii) Maintain the forested landscape with diverse forest types and conditions that produce a yield of Forest Products consistent with Sustainable Forestry principles;
- (iii) Maintain acceptable investment returns from Forest Products and Forest Management Activities for a commercial timber owner;
- (iv) Maintain, achieve, or otherwise provide a broad range of silvicultural options and opportunities.

2. Approval of Forest Management Activities. Grantor's right to conduct Forest Management Activities on the Protected Property shall be subject to prior written approval of the Grantee, according to the terms and conditions described herein.

A. Forest Management Plan Option. Unless Grantor seeks Grantee approval of Forest Management Activities according to the Forest Certification Program Option, described in Section 5.1.2B below, Grantor's Forest Management Activities must be carried out in accordance with this Forest Management Plan Option, as described herein and which shall be subject to the following provisions:

- (a) Under the Forest Management Plan Option, Grantor must submit a written Forest Management Plan meeting the requirements of this Section 5.1.2A to Grantee for approval, prior to conducting any Forest Management Activities on the Protected Property.
- (b) The Forest Management Plan shall cover a fifteen (15) year period, or otherwise agreed to in writing by Grantee. Grantor shall prepare an update of each Forest Management Plan (an "Update") after the first five (5) years that such Forest Management Plan is in effect and every five (5) years thereafter. In addition, if desired, Grantor may amend its Forest Management Plan at any time and submit the amended Forest Management Plan for approval.
- (c) Within thirty (30) days of receiving a proposed Forest Management Plan, Grantee shall notify Grantor that the Forest Management Plan is either complete, or that the Forest Management Plan lacks information necessary for Grantee to complete its review. Grantee shall provide an explanation of any deficiencies in the Forest Management Plan to Grantor. Within sixty (60) days of Grantee's receipt of a complete Forest Management Plan, Grantee shall notify Grantor that it has accepted the Forest Management Plan; that it will accept the Forest Management Plan subject to revisions; or that it rejects the Forest Management Plan. A rejection shall be based on Grantee's reasonable determination that the Forest Management Plan does not comply with the terms and conditions of this Conservation Easement and shall state specifically how and why the Forest Management Plan does not comply.
- (d) Any Forest Management Plan submitted to Grantee for review and approval shall include and comply with the following provisions:
 - (i) Narrative Descriptions. At a level of detail that is appropriate for the proposed Forest Management Activities, the Forest Management Plan shall include a description of forest types and locations, including species composition; stocking levels; site classes,

volumes, and soil types; a pre-harvest planning process that describes the silvicultural goals and objectives by forest type; standards for any planned regeneration cuts, by forest type; methodology used in determining intended prescription(s), based on generally accepted professional or science-based standards; how infrastructure will be used, constructed, maintained, and/or removed; how Best Management Practices (BMPs) will be used and incorporated to avoid or minimize negative impacts to water quality; any necessary Logging Operation Closure Zones where public use of the Protected Property will need to be temporarily suspended; adjustments to management and special procedures to be used in Special Treatment Areas; and any other requirements of this Conservation Easement.

- (ii) Sustainable Harvesting. The Forest Management Plan, and Updates thereof, shall prescribe and promote practices that achieve Sustainable Forestry and demonstrate that timber harvest levels do not compromise or diminish the goal of Sustainable Forestry and are developed using regional growth information, forest type age/class information, and appropriate growth and yield models. If a catastrophic event such as windstorm, ice storm, insect infestation, disease, fire, or other natural disaster affects the Protected Property, Grantor's harvest levels may exceed the stated sustainable harvest levels, provided that Grantor provides prior written notice to Grantee describing the catastrophic event, impacted area, and rationale for the harvest.

- (iii) Maps. The Forest Management Plan shall include maps showing forest types and/or Forest Stands; and general resource maps showing topography, hydrology (including streams, rivers, Wetlands, Ponds, Lakes, bogs and other such hydrologic features), roads, log landings, sand/gravel pits, any other forestry-related improvements, as well as the locations of Special Treatment Areas, known

Archaeological Sites, and known Special Treatment Areas. Grantor should also provide maps showing approximate locations of any proposed future roads, sand/gravel pits, or other improvements, if known. Grantor may use, incorporate, or reference the information and maps comprising the Baseline Documentation.

(e) Grantor's Forest Management Activities may not reduce Forest Stand density within any given Forest Stand below the "C-line" unless the intended harvest(s) is planned and conducted in accordance with a silvicultural prescription generally recognized by the forestry profession as acceptable for the Forest Stand conditions and Grantor's management objectives, based on appropriate silvicultural guides and other science-based forest management reference for the subject forest type, and Grantee has approved the intended harvest(s) in writing or in the approved Forest Management Plan that provides one of the following justifications:

- (i) For Even-Aged Forest Stand and Two-Aged Forest Stand management, sufficient regeneration is present; meaning sufficient advance regeneration in accordance with generally accepted silvicultural guides or scientific references;
- (ii) The treatment is intended as a regeneration treatment designed to provide conditions conducive to forest tree regeneration;
- (iii) That windstorm, ice storm, insect or disease epidemic, fire, or other natural disaster has reduced Forest Stand stocking below the "C-line" for that forest type, and Grantor intends to complete a salvage operation following such catastrophic event; or
- (iv) Grantor intends to use Uneven-Aged Forest Stand management in accordance

with generally accepted silvicultural guides or scientific references.

- (f) All Forest Management Activities set forth in the Forest Management Plan must comply with the Mandatory Forest Management Provisions set forth in Section 5.1.3.

B. Forest Certification Program Option. As an alternative to seeking Grantee approval of Forest Management Activities according to the Forest Management Plan Option described in Section 5.1.2A above, Grantor may obtain Grantee's approval of its Forest Management Activities by obtaining certification of its Forest Management Activities on the Protected Property from an independent Forest Certification Program (sometimes referred to herein as the "Certification Program") approved by Grantee. This Forest Certification Program Option shall be subject to the following provisions:

- (a) Grantee, in its sole discretion, shall make the determination as to whether or not a Forest Certification Program's standards for certification are compatible and consistent with the Purposes and terms of this Conservation Easement and adequate for achieving Sustainable Forestry principles and objectives and must meet the following requirements:
 - (i) The Certification Program must conduct a third-party independent audit that reviews all aspects of Grantor's Forest Management Activities including plans, policies, procedures, and practices.
 - (ii) The third-party independent audits conducted on behalf of the Certification Program shall be performed annually, and must involve one or more physical inspections of the Protected Property.
 - (iii) The Certification Program shall provide a written report for each audit to Grantor certifying that Grantor's Forest Management Activities are consistent with the standards

established by the Certification Program.

- (b) Upon receipt of the Certification Program's written report for each audit detailed in subparagraph (iii) above, Grantor shall promptly deliver a complete copy of the report to Grantee.
- (c) Grantor shall certify to Grantee, in conjunction with each annual audit report submitted to Grantee, that Grantor's Forest Management Activities are in compliance with the Mandatory Forest Management Provisions set forth in Section 5.1.3 of this Conservation Easement.
- (d) Grantor may request Grantee to review and approve an independent Forest Certification Program. Prior to renewal of an existing certification contract, Grantor may request Grantee to confirm that the program continues to be an approved Forest Certification Program. Grantee shall notify Grantor if a Certification Program Grantor is enrolled in ceases to be an approved Certification Program. The list of Forest Certification Programs currently approved by the Grantee on the date of the grant of this Conservation Easement in accordance with this provision is attached herein as Schedule D.
- (e) If Grantor elects to have Forest Management Activities approved under the Forest Certification Program Option, Grantor shall notify Grantee in writing of the Forest Certification Program that Grantor intends to contract with for audit and certification. If Grantee approves the Certification Program that Grantor intends to enroll in, then Grantor shall provide Grantee with copies of the documents, plans, materials, maps, and other information that Grantor provides to the Certification Program in connection with the audit and certification. Additionally, Grantor shall provide copies of all audit reports provided to Grantor by the Certification Program to Grantee.

(f) Grantee shall review Certification Program(s) enrolled in by Grantor every five (5) years to determine whether the Certification Program(s) continue(s) to meet the standards of Grantee. Approved Certification Programs shall continue to be approved if the certification standards do not change and the Certification Program continues to comply with the requirements of this Section 5.1 of this Conservation Easement. If Grantee identifies deficiencies in an approved Certification Program, the Parties shall determine whether the deficiencies can be corrected in order to maintain the Certification Program as an approved Forest Certification Program. If Grantee determines that a Certification Program that Grantor is enrolled in no longer meets the standards and requirements of Grantee, or if Grantor ceases to maintain certification under an approved Certification Program, then Grantor shall either select and receive certification from another approved Forest Certification Program pursuant to this Section 5.1.2B, or seek Grantee approval of Forest Management Activities under the Forest Management Plan Option described above in Section 5.1.2A.

(g) Grantor must give prior notification to Grantee of all scheduled Forest Certification Program audit inspections and field visits of Forest Management Activities on the Protected Property, and Grantee shall have the right to accompany Forest Certification Program auditors and foresters employed by Grantor, and other staff related to Grantor's enrollment in a Forest Certification Program as an observer on such audit inspections and field visits.

(h) Grantor's receipt of certification from a Forest Certification Program approved by Grantee shall not affect Grantee's right to enforce the terms and conditions of this Conservation Easement, except that Grantee shall not be entitled to enforce the provisions of Section 5.1.2A above titled "Forest Management Plan Option".

(i) All Forest Management Activities undertaken by Grantor in accordance with an approved Forest Certification Program must comply with the Mandatory Forest Management Provisions set forth in Section 5.1.3.

C. Transfer of Management Between Owners.

(a) Prior to Grantor's conveyance of the entire Protected Property to a new owner, the successor in title may either submit a Forest Management Plan for the Protected Property to Grantee for review and approval, or make arrangements to continue to manage the Protected Property pursuant to the prior owner's current and approved Forest Management Plan, or pursuant to the prior owner's enrollment in a current and approved Forest Certification Program that has been formally transferred to the new owner by the Certification Program. Grantor may conduct Forest Management Activities according to a transferred Forest Management Plan for a period of no more than two (2) years from the date of conveyance; or may conduct Forest Management Activities according to a transferred enrollment in an approved Certification Program for the remainder of the current certification term, not to exceed five (5) years.

(b) Prior to Grantor's conveyance of a portion of the Protected Property, in accordance with the terms of this Conservation Easement, the successor in title shall have the option of continuing to manage the divided portion of the Protected Property pursuant to the Forest Management Plan or Certification Program then in effect for such portion of the Protected Property, provided that such Forest Management Plan or Certification Program certification is modified to comply with the terms of this Conservation Easement in relation to the size (acreage), forest resource distribution, and other proportional requirements that would be affected in the Forest Management Plan or Forest Certification Program as a result of conveying only a portion of the Protected Property. Grantor must submit a new Forest Management Plan or new Forest Certification Program materials to

Grantee for review and approval at least sixty (60) days before the expiration date of the respective interim period described above, according to the options described in Sections 5.1.2A and 5.1.2B above. If a transferred Forest Management Plan, or transferred Forest Certification Program or modification thereto is allowed to expire without a new Forest Management Plan being submitted by Grantor, Grantor may not resume or engage in Forest Management Activities until a new Forest Management Plan is approved by Grantee or Grantor is certified by a Forest Certification Program approved by Grantee.

3. Mandatory Forest Management Provisions. Forest Management Activities conducted by Grantor on the Protected Property must comply with the following mandatory provisions, notwithstanding any other provision of this Conservation Easement and regardless of which option Grantor chooses for seeking Grantee approval of Forest Management Activities:

- (a) Forester Supervision. Forest Management Activities shall be supervised by a professional forester with minimum qualifications that include a Bachelor of Science degree in forestry from an educational institution with a forestry curriculum accredited by the Society of American Foresters, or other professional accreditation mutually agreed to by the Parties.
- (b) Silvicultural Standards and Analysis. Forest Management Activities shall comply with silvicultural standards generally accepted by and approved of by the professional forestry community at the time of planning and harvest, and silvicultural prescriptions and cutting plans must be developed according to, and directed by, a detailed analysis of the area to be harvested.
- (c) Best Management Practices. Forest Management Activities must comply with, and incorporate to the greatest practical extent, the recommendations and guidelines described in the most recent edition of the "New York State

Forestry Best Management Practices for Water Quality Field Guide", prepared and published by the New York State Department of Environmental Conservation, or its successor, or a similar standard or guide approved by Grantee. Such a 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.

- (d) Plantations. The conversion of native forest and establishment of Plantations on the Protected Property is prohibited, unless such activity has been given prior written approval by Grantee for the purpose of providing a forest ecosystem benefit.
- (e) High-Grading. High-Grading of the forest on the Protected Property is prohibited.
- (f) Special Treatment Area(s): Special Treatment Areas are specifically defined area(s) of the Protected Property, as detailed below in subparagraphs (i) - (vii), that require additional limitations on Forest Management Activities to protect certain natural or human resources. The Baseline Documentation shall include maps to identify the Special Treatment Areas located within the Protected Property and may be updated from time to time to reflect any changes which may occur in these areas.

Grantor shall not construct any new roads within Special Treatment Areas except where (1) Grantor obtains the prior written approval of Grantee; and (2) the proposed roads are necessary for carrying out Grantor's approved Forest Management Activities pursuant to the terms of this Conservation Easement; and (3) there are no existing roads suitable for carrying out Grantor's Forest Management Activities.

Skid trails and other temporary Forest Management Activity Structures including temporary bridges and culverts for stream crossings are not considered "new roads" for the

purposes of this Section. The construction and maintenance of any improvement or Structure within a Special Treatment Area shall comply with the requirements for Forest Management Activities within the respective Special Treatment Areas.

Existing roads and trails located within Special Treatment Areas, and identified in the Baseline Documentation as "existing" at the time of the grant of this Conservation Easement may be maintained, repaired, corrected, or if necessary, they may be relocated along with any existing or necessary bridges or culverts. If an existing road or trail is relocated within a Special Treatment Area, construction and maintenance shall be consistent with any specific guidelines for activities conducted in the Special Treatment Area, as defined in this Conservation Easement.

Trees may be trimmed, cut or removed to protect or maintain existing and new improvements permitted under the terms of this Conservation Easement, such as Recreation Camps, Forest Management Activity Structures, or Recreational Amenities.

The following areas of the Protected Property are hereby designated as Special Treatment Areas. Forest Management Activities within these Special Treatment Areas are restricted as provided for in the following provisions specific to the identified areas:

- (i) Lakes, Ponds, and Non-Forested Wetlands: No Forest Management Activities shall occur within a buffer area equal to one hundred (100) feet of the shoreline or margin of a Lake, Pond, or non-forested Wetland and shall be measured from the Mean High Water Mark of the Lakes, Ponds or Wetlands as shown in the Baseline Documentation except for the following and only after Grantor has received written approval of the Grantee:

- (a) Actions to conduct fire control and to control invasive species and forest pests and pathogens.
 - (b) Using herbicides, pesticides, fungicides, and insecticides, in order to control invasive species and forest pests and pathogens according to the terms and conditions described in this Conservation Easement.
 - (c) Activities not impacting the habitat such as boundary line maintenance, inventory, research, non-motorized recreational access and motorized use on existing roads and similar activities, in which case Grantor does not need to obtain Grantee's approval.
- (ii) Perennial Streams: No Forest Management Activities shall occur within a buffer area equal to the area located within the Riparian area parallel to the Perennial Stream and measured as one hundred (100) feet from the Mean High Water Mark on each bank of the respective Perennial Streams except for the following and only after Grantor has received written approval of the Grantee:
- (a) Actions to conduct fire control and to control invasive species and forest pests and pathogens.
 - (b) Using herbicides, pesticides, fungicides, and insecticides, in order to control invasive species and forest pests and pathogens according to the terms and conditions described in this Conservation Easement.
 - (c) Activities not impacting the habitat such as boundary line maintenance, inventory, research, non-motorized recreational access and motorized use on existing roads and similar activities, in which case Grantor does not need to obtain Grantee's approval.
- (iii) High elevation forests: No Forest Management Activities shall occur on lands above 2,800 feet in elevation except for the

following and only after Grantor has received written approval of the Grantee:

- (a) Actions to conduct fire control and to control invasive species and forest pests and pathogens.
 - (b) Using herbicides, pesticides, fungicides, and insecticides, in order to control invasive species and forest pests and pathogens according to the terms and conditions described in this Conservation Easement.
 - (c) Activities not impacting the habitat such as boundary line maintenance, inventory, research, non-motorized recreational access and motorized use on existing roads and similar activities, in which case Grantor does not need to obtain Grantee's approval.
 - a.
- (iv) Vernal Pools: Grantor's Forest Management Activities shall provide safeguards that will reduce or mitigate any negative impacts of Forest Management Activities on Vernal Pools except for the following and only after Grantor has received written approval of the Grantee:
- (a) Actions to conduct fire control and to control invasive species and forest pests and pathogens.
 - (b) Using herbicides, pesticides, fungicides, and insecticides, in order to control invasive species and forest pests and pathogens according to the terms and conditions described in this Conservation Easement.
 - (c) Activities not impacting the habitat such as boundary line maintenance, inventory, research, non-motorized recreational access and motorized use on existing roads and similar activities, in which case Grantor does not need to obtain Grantee's approval.
- (v) Special Community and Habitat Areas: A Special Community or Habitat Area is an area

of the Protected Property designated as a Special Treatment Area for the purpose of protecting plant and animal communities or their habitats, identified as Endangered, Threatened, Rare, and Special Concern Species of Native Animals or Plants.

Forest Management Activities within Special Community and Habitat Areas shall comply with the Forestry Management Guidelines, as set forth in the most recent Biological Assessment of the Protected Property as required by Paragraph (g) of this Section, in order to achieve the corresponding Desired Forest Conditions determined as necessary to protect the specific plant and animal communities, or their habitats, found to exist within the Protected Property.

(vi) Public Highways: Grantor's Forest Management Plan or Forest Certification Program enrollment shall describe methods that will reduce or mitigate the visual impact of Forest Management Activities within one hundred (100) feet of public highways.

(vii) Archeological Sites and Cultural Sites: Grantor's Forest Management Plan or Forest Certification Program enrollment shall address safeguards to any currently known, or subsequently identified, Archeological Site(s) or Cultural Site(s).

(g) Biological Assessment: Grantor shall conduct a Biological Assessment of the Protected Property at least every fifteen (15) years or as specifically set forth in paragraph "xi" of this Section. The Biological Assessment is an evaluation of the importance of specific areas within the Protected Property for biodiversity, particularly as it pertains to habitats and connectivity among habitats for rare species and Significant Natural Communities. A Biological Assessment shall include the following and shall comply with the following requirements:

- i. A prioritized field inventory for State rare plants, State rare animals, and the Significant Natural Communities conducted at an appropriate time of year for the targeted species or communities, and may also include a remote component utilizing geographic information systems analyses.
- ii. 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.
- iii. Shall be conducted by a Qualified Field Biologist selected by the Grantor who shall have a graduate degree in ecology, zoology, botany, wildlife biology, or similar field or at least 3 years of experience as a field biologist.
- iv. To survey for Significant Natural Communities, a Qualified Field Biologist must be experienced in ecological systems and Significant Natural Communities sampling for viability and quality.
- v. To survey for rare animals or rare plants, a Qualified Field Biologist must have knowledge of the species' habitat requirements and must be experienced in appropriate survey techniques for the species.
- vi. The Qualified Field Biologist must have access to statewide rarity and ranking specifications for Significant Natural Communities and/or species and be able to apply these specifications to the systems or species populations with a statewide perspective.
- vii. A description of the Desired Forest Condition which is defined as a description of the proposed natural state of an area of the Protected Property to be achieved and maintained before, during, and after Grantor

conducts any of its Forest Management Activities. The objective or goal of each Desired Forest Condition shall be to protect, maintain and/or enhance the condition of the Natural Resource Values of the Protected Property, especially within a Special Treatment Area.

- viii. Forest Management Guidelines shall be included in the Biological Assessment conducted by Grantor which are the requirements or recommendations that must be followed to achieve the Desired Forest Conditions or to otherwise protect the Natural Resource Values on the Protected Property
- ix. Biological Assessments may include recommendations by a Qualified Field Biologist 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 15 years due to the high degree of potential threat or vulnerability that the identified population or community is experiencing.
- x. Grantee, at its sole discretion, may undertake the additional biological monitoring of the plant or animal population or Significant Natural Community. In the event that the Grantee determines that additional monitoring shall be conducted, and based upon Grantee's monitoring results, Grantee shall notify the Grantor of any recommended modifications to the Desired Forest Conditions or Forest Management Guidelines established in the most recent Biological Assessment for the Special Community and Habitat Area monitored. In the event the Grantee's recommended modifications to the Desired Forest Conditions or Forest

Management Guidelines preclude harvesting in an area that otherwise would be harvestable so that it would, in essence, be adding to the "no cut" acreage, then, in such event, Grantor and Grantee shall work together to mutually agree on such Forest Management Guidelines. Grantor shall promptly incorporate the mutually agreed upon modifications to the Desired Forest Conditions or Forest Management Guidelines into its Forest Management Plan or Forest Certification Program documentation.

- xi. Upon the grant of this Conservation Easement, the Baseline Documentation shall include the initial Biological Assessment and shall serve as an example of the expected scope and format of all future Biological Assessments of the Protected Property required to be completed pursuant to the terms of this Conservation Easement. Notwithstanding any other provisions herein, the second Biological Assessment of the Protected Property shall be conducted by the Grantor beginning on June 18, 2027 or within 15 years from the date of the initial Biological Assessment, whichever date is later in time.
- xii. Grantor shall use best efforts to achieve the Desired Forest Conditions as detailed in the most recent Biological Assessment or as modified as a result of Grantee's monitoring conducted pursuant to recommendations made in the most recent Biological Assessment by incorporating the most recent Forest Management Guidelines for a particular area into its Forest Management Plan or Forest Certification Program documentation. Grantor's Forest Management Plan or Forest Certification Program enrollment shall address how Grantor shall monitor Forest Management Activities within

Special Community and Habitat Areas to determine if the Desired Forest Condition described in the most recent Biological Assessment is achieved or maintained through silvicultural prescriptions and to evaluate Grantor's use of the Forest Management Guidelines in achieving Desired Forest Conditions, including pre-harvest and post-harvest inventory. The Forest Management Plan must also address how the results of the Parties' respective monitoring activities will be used by Grantor to affect future Forest Management Activities in Special Community and Habitat Areas. Grantor may consult with a Qualified Field Biologist in the design of the monitoring plan; for assistance in evaluating how the Forest Management Activities affect the intended Desired Forest Conditions; and in determining how the post-harvest inventory results will inform future Forest Management Activities.

- xiii. Grantor shall provide a complete copy of the Biological Assessment to Grantee and New York State Natural Heritage Program, or its successor, for inclusion in the statewide data base.
- xiv. The Baseline Documentation may be revised from time to time to include future Biological Assessments which may result in the revision, modification, enlargement, reduction or elimination of certain Special Community and Habitat Areas which are identified in the Baseline Documentation.

4. **Temporary Forest Management Activity Structures.**

Grantor reserves the right to construct, maintain, install, replace, repair, relocate, occupy, use, improve, demolish, abandon, and remove temporary Forest Management Activity Structures. Such temporary Structures and improvements may include, but are not limited to, sheds or other storage facilities for storage of forest management equipment and supplies, and wood or Forest Products processing equipment. For

purposes of this Section, "temporary" shall mean that such Structures shall be moved or removed within twenty-four (24) months after installation, unless such Structures have been included in an approved Forest Management Plan or agreed to separately in writing by Grantee for a longer period of use. Private communication and radio towers, that exist and are identified in the Baseline Documentation and used by Grantor to conduct Forest Management Activities, are temporary Structures that may remain on the Protected Property for as long as the towers remain functional and are used by the Grantor.

4.1 Log Yards. The Grantor reserves the right to establish and permanently locate a total of four (4) Log Yards on the Protected Property subject to the following provisions:

- i. The size of each respective Log Yard permitted under this provision shall not exceed ten (10) acres and cannot be relocated.
- ii. Grantor shall not establish more than one Log Yard per Block for a total of four (4) individual Log Yards on the Protected Property.
- iii. Grantor reserves the right to construct, maintain, improve, upgrade or relocate Structures and improvements within each respective Log Yard for the temporary placement of logs, a small office, sanitary facility, scales and similar Forest Management Activities Structures.
- iv. Merchandising facilities and related improvements such as scales, sanitary facilities and associated utilities shall be located only within the Log Yard; provided however, prior to construction of such facilities, Grantor shall notify Grantee in writing of its intention to construct such facilities, and provided further that Grantor obtains all necessary permits and approvals.
- v. A Log Yard shall not be located within a Special Treatment Area.
- vi. No Structures located or constructed within a Log Yard shall be used by Grantor as a residence, garage or dormitory.

- vii. The placement of a Log Yard shall not interfere or disrupt the Grantee's Affirmative Rights.

4.2 All Structures, and/or debris at sites where temporary Forest Management Activity Structures are no longer being used shall be removed and disposed of in a proper manner, and the site shall be graded and made ready for accepting natural forest regeneration or otherwise returned to a vegetated condition.

5. Logging Operation Closure Zones. Grantor may establish Logging Operation Closure Zones wherein public access for Public Recreational Uses is to be temporarily suspended while Grantor conducts Forest Management Activities. Logging Operation Closure Zones shall be established only after Grantor provides at least thirty (30) days advance written notice to Grantee. Closure of such areas to public access shall not (i) exceed six (6) months in duration unless otherwise extended in duration by mutual agreement by the Parties and (ii) occupy an aggregate of more than ten percent (10%) of the Protected Property that is available for Public Recreational Use within the affected parcel or Tract proposed for the Logging Operation Closure Zone at any one time, unless otherwise agreed to by the Parties. Grantor shall be responsible for placing adequate and appropriate signage where roads and trails enter Logging Operation Closure Zones. In the event that an area of the Protected Property that is normally open to public access and Public Recreational Use, including a Linear Recreation Corridor, is temporarily closed by Grantor according to this Section 5.1.5, Grantor shall identify and make available one or more alternate areas or routes for public access and Public Recreational Use during the period of closure, with said alternate areas or routes subject to approval by Grantee.

5.2 Recreation Rights. Grantor reserves the right to provide and undertake recreational activities on the Protected Property, in accordance with the following provisions:

1. Grantor, its officers, directors, managers, members, lessees, employees, agents, contractors, and

invitees may enjoy all recreation rights that the public is entitled to enjoy, under the same terms of use as the public, on those areas of the Protected Property where the public is permitted to enjoy such recreation rights, pursuant to a Recreation Management Plan and the terms and conditions of this Conservation Easement.

2. Grantor, its officers, directors, managers, members, lessees, employees, agents, contractors, and invitees, may engage in recreational activities on any areas of the Protected Property that are not open and available to Public Recreational Use, subject to the following provisions:

- (a) Such private recreational use shall not interfere with Grantee's Affirmative Rights to provide Public Recreational Use of the Protected Property pursuant to this Conservation Easement.

- (b) Such private recreational use shall not diminish or damage public Recreational Amenities or improvements established by Grantee pursuant to this Conservation Easement.

- (c) Such private recreational use shall not diminish or damage the Natural Resource Values of the Protected Property that are protected by this Conservation Easement, especially those in Special Treatment Areas, or otherwise conflict with the Purposes of this Conservation Easement.

- 5.3 **Right to Lease.** Grantor reserves the right to lease the Protected Property for the express purpose of outdoor recreational use by private leaseholders (lessees) and their guests, subject to the following provisions and limitations:

1. **Private Recreational Leases.**

- (a) Grantor may not lease any area of the Protected Property which is subject to a Public Recreation Easement pursuant to Section 4 herein and identified as Public Recreational Use Area(s) on the attached **Exhibit Nos. 1-15.**

- (b) The Grantor reserves the right to maintain, renew or re-lease to a new party the existing

private recreational leases, as detailed in Schedule B, subject to the Grantee's Affirmative Rights granted under the terms of this Conservation Easement (portions of the Protected Property which Grantor may lease for outdoor recreational use by private leaseholders and their guests are hereinafter referred to as the "Private Recreational Lease Areas").

(c) All use of the Protected Property by leaseholders and their guests shall be pursuant to the written lease(s) between Grantor and lessee, pertaining to a designated area of the Protected Property, and which must be consistent with the terms and conditions of this Conservation Easement. Grantor may terminate any or all of its recreational leases at its sole discretion.

(d) Grantor reserves the right to limit or restrict access to Private Recreational Lease Areas by lessees and their guests on and over roads on the Protected Property (including Linear Recreation Corridors) at any time. Grantee may limit or restrict access to and use of roads by lessees in emergency situations only.

2. Recreation Camps and Structures. Grantor may construct, maintain, install, replace, repair, relocate, and remove Recreation Camps and associated Accessory Structures located on the Protected Property, according to the following provisions and limitations:

(a) Existing Recreation Camps.

Within Private Recreational Lease Areas, Grantor may occupy, let, lease, use, repair, maintain, improve, demolish, replace, relocate, abandon, expand, and vacate the two hundred sixty-two (262) Recreation Camps and associated Accessory 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 and are located in the following Blocks identified in Schedule C:
High Peaks Block - 159 Existing Camps

Indian Lake Block - 72 Existing Camps
Lake George Block - 15 Existing Camps
Sacandaga Block - 16 Existing Camps

- (b) No relocated Recreation Camp may be built, constructed, or located within any Public Recreational Use Area, Special Treatment Area, or within one hundred (100) feet of any river, Pond, Lake, Perennial Stream, or Wetland. The relocation of any Recreation Camp shall not be sited in a location that interferes with the Affirmative Rights of Grantee and shall be in accordance with the provisions of this Conservation Easement. All buildings, Structures, and debris remaining at the former Recreation Camp site shall be removed and disposed of in a proper manner and the site shall be graded or otherwise made ready to accept natural forest regeneration or otherwise returned to a vegetated condition.
- (c) Recreation Camps and associated Accessory Structures may be expanded or replaced, provided that the total ground area or Building Footprint occupied by any Recreation Camp does not exceed five hundred (500) square feet; the Building Height of any Recreation Camp does not exceed twenty (20) feet; the cumulative total ground area or Building Footprint occupied by all associated Accessory Structures does not exceed five hundred (500) square feet; and the Building Height of any Accessory Structure does not exceed fifteen (15) feet.
- (d) Existing Recreation Camps and associated Accessory Structures that exceed area and height limitations described herein, built prior to the grant of this Conservation Easement, may remain as built.

B. New Recreation Camps.

- (a) Grantor may construct, install, occupy, let, use, repair, maintain, improve, demolish, replace, relocate, abandon, and vacate not more than a total of one hundred (100) new Recreation Camps with associated Accessory Structures which

have been specifically allocated to the following Blocks of the Protected Property as follows:

High Peaks Block - 88 New Camps
Indian Lake Block - -0- New Camps
Lake George Block - 9 New Camps
Sacandaga Block - 3 New Camps

The Parties acknowledge that new Recreation Camps are those not identified as "existing" in the Baseline Documentation.

(b) No new Recreation Camp may be built, constructed, or located within any Public Recreational Use Area, Special Treatment Area, or within one hundred (100) feet of any river, Pond, Lake, Perennial Stream, or Wetland. The location or relocation of any new Recreation Camp shall not be sited in a location that interferes with the Affirmative Rights of the Grantee, and such location or relocation shall otherwise be completed in accordance with the provisions of this Conservation Easement.

(c) The total ground area or Building Footprint occupied by any new Recreation Camp may not exceed five hundred (500) square feet; the Building Height of any new Recreation Camp may not exceed twenty (20) feet; the cumulative total ground area or Building Footprint occupied by all associated Accessory Structures may not exceed five hundred (500) square feet; and the Building Height of any Accessory Structure may not exceed fifteen (15) feet.

C. Temporary Recreation Structures. Grantor may allow the location and use of Temporary Recreation Structures subject to the following provisions and limitations:

(a) No Temporary Recreation Structure shall be situated, located, or used within any of the following: (1) Public Recreational Use Areas; (2) along or within a Linear Recreation Corridor; (3) within any Special Treatment Area; or (4) within one hundred (100) feet of the Mean High Water

Mark of any river, Pond, Lake, Perennial Stream, or Wetland.

(b) Temporary Recreation Structures shall only be located and used on the Protected Property for the period of time during the New York State Northern Zone Big Game Rifle Season for White Tail Deer, which begins on the next-to-last Saturday in October and ends the first Sunday in December of each year, or such other period for this hunting season that may be defined in the New York State Hunting Regulations in the future; and in addition, Grantor may allow an individual Temporary Recreation Structure to be used by a lessee or guest in a Private Recreational Lease Areas from time to time throughout the year but not to exceed a maximum two (2) week stay at any one time.

(c) At no time shall the number of Temporary Recreation Structures present on the Protected Property, or the concentration of Temporary Recreation Structures in any single location on the Protected Property, conflict with or negatively impact the Purposes of this Conservation Easement or the Affirmative Rights of the Grantee.

(d) Temporary Recreation Structures shall not be stored on the Protected Property while not in use, except during the New York State Northern Zone Big Game Rifle Season for White Tail Deer, described above.

D. Hunting Stands. Grantor reserves the right, at its sole discretion, to erect, place, maintain and regulate tree stands, hunting stands or similar platforms each designed to accommodate no more than two (2) people at one time and which are used for hunting purposes.

E. Deteriorated Structures. Should any building or other Structure on the Protected Property that is legally owned by Grantor, including any Recreation Camp, deteriorate to such a condition that it is dangerous to occupy or be around, Grantor, at its sole cost and expense, shall either correct the

hazard or remove such Structures, and any and all debris at the site shall be disposed of in a proper manner, and the site shall be graded and made ready to accept natural forest regeneration or otherwise returned to a vegetated condition.

3. Utilities. Grantor may lease, maintain, replace, remove, and relocate, telephone, telegraph, cable television, electric, gas, water, sewer, or other utility lines, services, and Structures identified as "existing" in the Baseline Documentation, and Grantor may lease, install, construct, and maintain new utilities subject to the provisions of Section 3.5 of this Conservation Easement.

4. No Residential Use. Recreation Camps, Accessory Structures, and Temporary Recreation Structures shall be limited in use to occasional occupancy for hunting, fishing, and similar purposes by Grantor's lessees and their guests and invitees. The term "occasional," in relation to this Section shall mean that such Structures shall not be used as a residence.

5.4 Future Sales; Subdivision; Conveyances.

1. Grantor may sell, transfer, or otherwise convey the entire Protected Property, whole Blocks of Protected Property as identified in **Schedule A** and in **Schedule C**, or any in-common and undivided interest in the Protected Property, subject to the terms and limitations of this Conservation Easement and in accordance with Section 3.2 of this Conservation Easement.
2. Grantor agrees to 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 any timber rights through timber deeds, leases, timber cutting agreements, other timber-related agreements, delivered wood or stumpage contracts.
3. Any grant of a mortgage, timber rights, stumpage contracts or any other interest in the Protected Property after the date of the grant of this Conservation Easement is expressly subject to the terms of this Conservation Easement.

4. Any grant of less than a fee interest in the Protected Property shall comply with the terms and conditions of this Conservation Easement, and shall require prior written approval of Grantee, except as otherwise provided in Section 3.2 hereof.
5. Grantor covenants and agrees that 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 _____ and _____ dated _____, and recorded in the Office of the _____ County Clerk on _____, in Book _____ of Deeds and Page _____", which statement should be provided for the applicable easement recordings in all applicable counties.
6. Grantor shall provide Grantee with copies of any recorded documents upon completion of a transfer under this Section, and notice to Grantee of the name and address of transferee.
7. Failure of Grantor to comply with the provisions of this Section 5.4 shall not affect the validity of the provisions of this Conservation Easement and Grantee's Affirmative Rights hereunder.

5.5. Infrastructure and Improvements. If determined as necessary for Forest Management Activities, Grantor may construct, improve, maintain, repair, correct, upgrade, and widen new and existing roads, trails, bridges, culverts, parking lots, staging areas, log landings, driveways, and other related Forest Management Activity infrastructure and improvements on the Protected Property except as restricted above in Special Treatment Areas. Grantor, in its reasonable discretion and in accordance with its approved Forest Management Activities, may also abandon and/or remove infrastructure and improvements that are used exclusively by Grantor and not open or available for Public Recreational Use. Grantor may only remove infrastructure or improvements that have shared Public Recreational Use with prior written approval of Grantee. Any and all debris at the site(s) of abandoned and removed infrastructure shall be disposed of in a proper manner, and the site(s) shall be graded and made

ready for natural forest regeneration or otherwise reclaimed and returned to a vegetated condition. Grantor is further obligated to ensure that no abandoned or damaged structure or improvement causes or contributes to degradation of Natural Resource Values due to a lack of maintenance. In carrying out activities contemplated in this Section, Grantor shall avoid or minimize impacts to Natural Resource Values and shall incorporate to the greatest practical extent the recommendations and guidelines described in the most recent edition of the "New York State Forestry Best Management Practices for Water Quality Field Guide", prepared and published by the New York State Department of Environmental Conservation, or its successor, or a similar standard or guide approved by Grantee.

5.6 Emergency Actions. Grantor may take emergency action(s), including closure of the affected area of the Protected Property to lessees and the public, in response to a natural disaster, environmental hazard, or threat to human safety, and shall notify Grantee of any such action(s) taken within twenty-four (24) hours of Grantor's notice of such emergency.

5.7 Barriers.

1. Grantor may erect, install, and maintain signs, gates, fences, or other physical or visual barriers necessary to exercise any of Grantor's Reserved Rights or carry out Grantor's obligations pursuant to the terms of this Conservation Easement.
2. Grantor may erect, install, and maintain signs, gates, fences, or other physical or visual barriers necessary to prohibit public access to any area of the Protected Property over which Grantee has not been granted a Public Recreation Easement to provide for public access.
3. Grantor shall provide Grantee with any and all keys or combinations necessary to open gates or locks, and shall allow Grantee access through such gates or locks in the exercise of its Affirmative Rights granted in this Conservation Easement or for the administrative functions of Grantee, its employees, or contractors.

5.8 Boundaries. Grantor may, but is under no obligation under the terms of this Conservation Easement, to

identify, maintain, and mark the boundaries of the Protected Property.

5.9 Water Impoundments; Preserving Water Quality.

Grantor may maintain or replace any existing dams or impoundments, or undertake actions to preserve water levels and water quality, or to prevent the erosion of any slope or shoreline, subject to Section 3.10 of this Conservation Easement.

5.10 Grantor's Right to Sand and Gravel. Grantor may use sand and gravel located on the Protected Property in accordance with the provisions of Section 3.8 of this Conservation Easement.

5.11 Natural Resources Benefits. Grantor, with prior written approval of Grantee, may 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; (2) do not materially reduce the area of productive forest on the Protected Property; and (3) do not result in Grantor benefiting from any such activity if Grantee requires Grantor to conduct the activity as a correction to a violation of this Conservation Easement. Examples of such agreements, sales, trades, or exchanges that may be permitted according to this Section 5.11 are where Grantor receives compensation, including transferable credits, for participating in a greenhouse gas emissions offset program; provides clean air, water, or wildlife habitat for the greater public good; or restores, enhances or manages 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 the conservation interests protected by this Conservation Easement shall not be adversely affected by such agreements or activities, and the only interest affected shall be 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 Grantor's Reserved Right does not include the right to exchange, trade, extract, license, lease, transfer, or sell topsoil, minerals, or water located on the Protected Property.

5.12 The Grantor reserves the right to grant temporary licenses and easements for purposes of conducting Forest Management Activities for access over the Protected Property.

5.12 The Grantor reserves all rights as fee owner which are not otherwise prohibited, conveyed or limited by this Conservation Easement.

6. ENFORCEMENT. Grantee shall have the right to enforce the terms and conditions of this Conservation Easement, as follows:

6.1 Inspection. In accordance with Grantee's Right to Enter the Protected Property, as provided in Section 4.1 herein, Grantee shall have the right to schedule periodic inspections of the Protected Property to determine Grantor's compliance with the terms and conditions of this Conservation Easement.

6.2 Notice to Cure. Either Party (the "Aggrieved Party") shall notify the other Party (the "Noticed Party") of a breach or suspected breach of any of the terms of this Conservation Easement. Such notice (the "Notice to Cure") shall describe the breach with specificity, including the portion of the Protected Property affected thereby. 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 take and diligently pursue actions to cure the breach. Such time periods may be extended in the event of severe weather or other conditions that cause a reasonable delay in the Noticed Party's efforts to cure. 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 the breach. At the expiration of said fifteen-day period, if an adequate cure still has not been achieved, the Aggrieved Party may 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. In the event the Parties cannot resolve a dispute arising under this Conservation Easement through the Notice to Cure process outlined above, and prior to the initiation of any action or proceeding based upon the Notice to Cure and upon the concurrence of both Parties, the dispute may be mediated by Grantee's Office of Hearings and Mediation Services (or other entity mutually agreed to by Grantor and Grantee), whose recommendations shall be advisory to the Parties. Within thirty (30) days of receipt of such recommendations, each Party must advise the other of its concurrence or non-concurrence. Any disputes remaining unresolved after mediation may be pursued through initiation of any appropriate action or proceeding in a court of competent jurisdiction.

6.4 Right to Restore. Subject to the provisions of Section 6.2 and 6.3 hereof, Grantee retains the right to require Grantor to restore the Protected Property to its Natural State in the event of a breach of the terms of this Conservation Easement, and may enforce this right by any action or proceeding necessary. In the event that Grantor fails to cure in accordance with the preceding provisions of this Section 6, Grantee, at its sole discretion, and after fifteen (15) days advance notice to Grantor, may enter the Protected Property for the purpose of restoring the 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. Subject to the preceding provisions of this Section 6, Grantee may resort to the following in order to restore the Protected Property to its Natural State:

1. Remove Structures, materials, items, or substances not permitted on the Protected Property by the terms of this Conservation Easement.
2. Close, fill, grade, and plant with appropriate vegetative cover areas affected by a breach.
3. Correct, through reasonably practicable measures, conditions that harm any Natural Resource Value on the Protected Property, such as native flora and fauna and the Ecological Processes that support them; Biological Diversity; diverse forest types and conditions; Soil Productivity; water quality; and Wetland, Riparian, and aquatic habitats and systems.
4. Take any other appropriate action reasonably 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:

1. Any natural disaster, act of God, or other circumstances beyond the control of the Parties.
2. Acts of Grantee, its employees, or contractors.
3. Acts of the public while on the Protected Property.

6.6 Failure to Act. The failure of either Party to enforce any of the terms or conditions of this Conservation Easement shall not be deemed a waiver of any such term or condition, 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. 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. Notwithstanding any term of this Conservation Easement, this Conservation Easement shall be construed to effect the Purposes for which the Conservation Easement was acquired, and the purposes of Article 49 of the ECL. In interpreting the terms of the Conservation Easement, there shall be

no presumption favoring Grantee or Grantor. 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. 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. Any reference in this Conservation Easement to a statute, regulation, or ordinance shall include any amendment or successor thereto adopted after the grant 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 the grant 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 agents, tenants, occupants, lessees, heirs, personal representatives, successors, assigns, and all other individuals and entities; the word "Grantor" when used herein shall include all of those persons or entities. Any rights, obligations, and interests herein granted to Grantee shall also be deemed granted to its subsequent agents, successors, and assigns; the word "Grantee" when used herein shall include all of those persons or entities. This Conservation Easement shall be a burden upon and run with the Protected Property in perpetuity.

7.3 Baseline Documentation. Grantor and Grantee agree that prior to the recording of this Conservation Easement, a physical inspection of the Protected Property will be made and a report of the physical inspection of the Protected Property, known as the Baseline Documentation, shall be prepared by Grantee, in consultation and with assistance from Grantor. The Baseline Documentation may consist of maps, surveys, photographs, written descriptions, and other documents or materials that show, depict, or otherwise document the natural and manmade features, conditions, and uses of the Protected Property. The Baseline Documentation will include a Biological Assessment of the Protected

Property provided for in Section 5.1.3(g). A complete copy of the Baseline Documentation shall be signed, acknowledged, and certified by the Parties to the Conservation Easement that it represents an accurate depiction of the condition of the Protected Property as of the date noted on the first page of the recorded copy of this Conservation Easement, and Grantee acknowledges by acceptance of this Conservation Easement that the current conditions and uses of the Protected Property are compatible with, and do not conflict with, the terms, conditions, and Purposes of this Conservation Easement. Each Party shall receive and retain a complete copy of the Baseline Documentation. The Baseline Documentation is intended to serve as an objective, although not exclusive, information resource and source of evidence for monitoring and ascertaining compliance with the terms of this Conservation Easement, and it may be updated, revised, amended, or added to as necessary. 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.

- 7.4 Notice, Review, and Approval Process.** Whenever notice or approval is required from either Party, the Party that must provide notice or that is seeking approval shall deliver a written notice or request for approval, in accordance with the notification directions herein. Approvals, approvals with conditions, or denials shall be made in writing and shall be based upon whether the proposed action complies with the terms of this Conservation Easement. If an approval request is denied, the reasons for denial and the criteria applied, with specific reference to the terms of this Conservation Easement, shall be specifically set forth in the response to the request. The Parties shall not unreasonably delay, condition or deny a request for approval.

Any notice or approval request required to be sent to Grantor shall be addressed to:

Upper Hudson Woodlands ATP, LP

c/o RMK Timberland Group
102 E. Hicks Street, Suite 200
Lawrenceville, VA 23868
Attention: Mr. Philip Weigel

with a copy to:
Upper Hudson Woodlands ATP, LP
c/o RMK Timberland Group
260 Peachtree Street, Suite 1800
Atlanta, Georgia 30303
Attention: Mr. Jon Callaghan

And a copy to:
F&W Forestry Services, Inc.
Attn: Wayne Tripp
10 Pine Street
Glens Falls, N.Y. 12801

Any notice or approval request required to be sent to
Grantee shall be addressed to:

The Nature Conservancy, Inc.
4245 North Fairfax Drive
Arlington, Virginia 22203

and

Adirondack Nature Conservancy Chapter Office
8 Nature Way
Keene Valley, NY 12943

Either Party may provide written notice to the other
of a change in contact person or address to which
notices, requests for approval, and/or responses are
to be sent. All notices and requests for approval
required or permitted to be given under this
Conservation Easement shall be 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 when delivered by hand, or
three (3) business days after mailing. Upon mutual
written agreement, the Parties may provide for other
means of receiving and communicating written notices,
requests for approval, and/or responses, such as
electronic mail. The Party receiving a request for
approval shall respond to the request within sixty

(60) days of its receipt, unless otherwise specified herein.

- 7.5 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.
- 7.6 Compliance With Law and Regulations.** This Conservation Easement shall not remove the responsibility or necessity of either Party to comply with all local, state, and/or federal laws and regulations as they may pertain to any activities or actions the Parties may take on the Protected Property, nor does this Conservation Easement remove the responsibility of either Party to obtain any required permit or approval from any government agency having jurisdiction over any activity conducted, or to be conducted, on the Protected Property.
- 7.7 Real Property Taxes and Assessments.** Grantor covenants and agrees to pay all taxes and assessments lawfully assessed against its interest in the Protected Property, and to furnish upon request to Grantee copies of tax receipts showing such payment. Should Grantor fail to pay any such taxes or assessments within the time prescribed by law for such payment, upon ten (10) days' advance written notice to Grantor, Grantee may take any lawful steps available to it to acquire fee title or such other interests that are the subject of any unpaid assessment or tax, including payment to the taxing authority of any amounts unpaid that Grantee may be required to pay to obtain title to such property. Any steps so taken by Grantee are intended and shall be deemed to be adverse to the interest of Grantor, and not taken for the benefit of Grantor. In the event Grantee is successful in acquiring the title or other interest of Grantor from the taxing authority, this Conservation Easement shall merge with the fee to such property and shall be extinguished.

- 7.8 **Not Forest Preserve.** The Parties agree that the underlying fee title to the Protected Property remains in and with Grantor, subject to the terms of this Conservation Easement, and that the lands constituting the Protected Property do not, by the granting of this Conservation Easement, become a part of the New York State Forest Preserve.
- 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 this Conservation Easement, without change or modification and for no additional consideration, to a qualified nominee selected by Grantee. Said reconveyance is to be made after such declaration that the Conservation Easement is "void ab initio", regardless of the fact that Grantee may pursue its right of appeal, or otherwise. The form of reconveyance shall be satisfactory to Grantee and approved by the Attorney General of the State of New York, and 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 the Conservation Easement pursuant to the terms of this paragraph. Furthermore, Grantee shall have the right of enforcement of the reconveyance by Grantor to the nominee by any legal means.
- 7.10 **Amendments.** The Parties may amend this Conservation Easement by written mutual agreement, 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(s), provided, however, that no amendment shall be made that will adversely affect the status of this Conservation Easement under any and all applicable laws. Any amendment shall be consistent with the Purposes of this Conservation Easement and shall not affect its perpetual duration.
- 7.11 **Assignment of Grantee's Interest.** Grantee retains the right to assign this Conservation Easement only to another government agency, and only if the governmental assignee has among its purposes the conservation and protection of land and water, and

agrees to and is capable of enforcing the terms of this Conservation Easement.

- 7.12 Grantor's Negligence.** 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.

The Grantor's duty to indemnify and save harmless prescribed by this subsection shall be conditioned upon the Grantee's best efforts to deliver to the Grantor the original or a copy of any summons, complaint, process, notice, demand or pleading within fifteen (15) business days after the Grantee is served with such document.

- 7.13 Grantee's Negligence.** Subject to the availability of lawful appropriations, Grantee agrees to indemnify and hold Grantor harmless from any amounts finally to be determined by a court of competent jurisdiction, or any settlement of a claim or suit for damages to person or property where it has been finally determined by said court that such damages have been caused by the negligent acts of Grantee or against loss, damage or any final determination of a judgment or settlement of a claim against Grantor, provided said settlement is approved in writing by Grantee, which Grantor may suffer as a result of Grantee's negligence in the course of exercising any rights granted under this Conservation Easement or as a result of actionable conduct of Grantee, as permitted by the Court of Claims Act and Section 17 of the Public Officers Law.

Grantee's obligation to indemnify and hold harmless under this provision shall be further conditioned upon the delivery to the Grantee by the Grantor of the original or a copy of any summons, complaint, process, notice, demand, or pleading within fifteen (15) business days after the Grantor is served with such document.

- 7.14 Third Party Liability; Statutory Protections from Liability.**

1. Nothing contained in this Conservation Easement shall create any liability on behalf of the Grantor to any third party or create any right, claim or cause of action on behalf of any party other than the Grantor or the Grantee and their successors and assigns.

2. Nothing in this Conservation Easement shall be interpreted as an assumption of responsibility by, or basis for liability on the part of, the 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 pursuant to Grantee's Affirmative Rights. This provision is not intended to release the Grantor from any liability for damages to the person or property of its invitees, employees or agents while on the Protected Property under the authority or by the permission of the Grantor.

3. The Grantor specifically retains all protections from liability provided under New York law, and specifically 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, especially in regard to Grantor's business-related Forest Management Activities. Grantor and Grantee reserve the right under the New York 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 that:

1. Grantor is seized, and the sole owner in fee simple, of the Protected Property described in Schedule A, subject to the encumbrances set forth on Schedule B

attached hereto and made a part hereof, and has good right to convey this Conservation Easement and the rights hereunder.

2. As of the date of this Conservation Easement, Grantor has not done or suffered anything whereby the Protected Property has been encumbered in any way whatsoever, except for those encumbrances set forth on Schedule B.
3. Grantor will execute or procure any further necessary assurances of Grantor's title to the Protected Property reasonably requested by Grantee, but only to the extent such matters of title arise by, through or under Grantor.
4. This conveyance is made subject to the trust fund provisions of Section 13 of the Lien Law.

7.17 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.

7.18 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 set their hands and seals the day and year first written above.

GRANTOR:

UPPER HUDSON WOODLANDS ATP, LP, a
Delaware Limited Partnership

By: ATP Woodlands GP, LLC,
a Delaware limited liability
company, its General Partner

By: RMK Timberland Group, Its
Manager

By: [Signature]
Name: Jonathan A. Callaghan
Title: Vice President

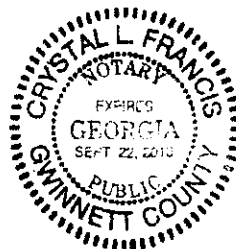
Grantor's Acknowledgment:

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On the 20th day of December, in the year 2010, before me,
the undersigned, personally appeared Jonathan A. Callaghan
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/he executed the same in her/his capacity and that
by her/his signature on the instrument, she/he, or the
person upon behalf of whom she/he acted, executed the
instrument.

[Signature]
Notary Public, State of

Commission Expires:
9/22/13



ACCEPTED BY GRANTEE:

The Nature Conservancy, Inc.

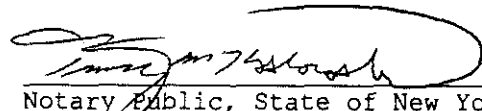
By: SH. DeSantis

Its: Assistant Secretary

Grantee's Acknowledgment:

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

On the 22nd day of December in the year 2010, before me, the undersigned, 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 acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, she/he, or the person upon behalf of whom she/he acted, executed the instrument.


Notary Public, State of New York

TIMOTHY M. KOSTOROSKI
Notary Public, State of New York
No. 01K06023215
Qualified in Schenectady County
Commission Expires April 19, 2011

ATTACHMENTS

Schedule A: Legal Description of the Protected Property

Schedule B: This Conservation Easement is subject to the following Encumbrances of the Protected Property including the existing leases on the date of this grant.

Schedule C: Grouping of Protected Property into the 4 Blocks and Map of Grouping of Protected Property into 4 Blocks

Schedule D: List of Forest Certification Programs currently approved by Grantee on the date of the grant of this Conservation Easement

Exhibit 1: Map of the Blue Ridge Road Tract.

Exhibit 2: Map of the MacIntyre Tract.

Exhibit 3: Map of Hudson River Hyslop Tract.

Exhibit 4: Map of Essex Chain of Lakes Tract.

Exhibit 5: Map of Township 20 Tract.

Exhibit Insert 5A: Map of Insert 5A of a portion of the Township 20 Tract.

Exhibit 6: Map of Township 19 Tract.

Exhibit Insert 6A: Map of Insert 6A of a portion of the Township 19 Tract.

Exhibit 7: Map of Township 33 Tract.

Exhibit Insert 7A: Map of the Insert 7A of a portion of the Township 33 Tract.

Exhibit 8: Map of the Padanarum Tract.

Exhibit 9: Map of Hilderbrandt Road Tract and Somerville Road Tract.

Exhibit 10: Map of Hall Hill Tract and Viele Pond Road Tract.

Exhibit 11: Map of Sacandaga Tract.

Exhibit 12: Map of Johnny Cake Lake Tract and Gordons Creek Road Tract.

Exhibit 13: Map of Lake Desolation Road Tract.

Exhibit 14: Map of Jackson Summit Road West Tract and Dennie Road Tract.

Exhibit 15: Map of Benson Road Tract.

Appendix A: Definitions

SCHEDULE A: LEGAL DESCRIPTION OF PROTECTED PROPERTY

ESSEX COUNTY - Conservation Easement

ALL THOSE CERTAIN PIECES OR PARCELS OF LAND with the buildings and improvements thereon erected, lying and being a portion of the property located in the Towns of Newcomb, North Hudson and Minerva, County of Essex and State of New York, being more particularly described on Schedule 1, Town of Newcomb, "MacIntyre Works Tract", Project: Essex 458B and "Hudson River Hyslop Tract", Project: Essex 464B; Schedule 2, Town of North Hudson "Boreas Ponds Tract", Project: Essex 460B and "Blue Ridge Road Tract", Project: Essex 461B; and Schedule 3, Towns of Newcomb and Minerva, "Chain Lakes Tract", Project: Essex 462B, attached hereto and made a part hereof.

Said lands in Schedules 1, 2 and 3 are further depicted on maps prepared by Kevin A. Hall, L.S. entitled "Compiled Map Showing a Sketch of Conservation Easements and also of Parcels Proposed to be Acquired in Fee Pursuant to Section 3-0305 of the Environmental Conservation Law" or entitled "Compiled Map Showing a Sketch of a Conservation Easement and also of a Parcel Proposed to be Acquired in Fee, Pursuant to Section 3-0305 of the Environmental Conservation Law", dated December 14, 2010 and Designated as follows (individually, the "Compiled Map", and collectively, the "Compiled Maps"):

- Schedule 1. Vendor - Upper Hudson Woodlands ATP, LP, Project: Essex 458B, Map No. 12,142 and Project: Essex 464B, Map No. 12,147;
- Schedule 2. Vendor - Upper Hudson Woodlands ATP, LP, Project: Essex 460B, Map No. 12,144 and Project: Essex 461B, Map No. 12,145;
- Schedule 3. Vendor - Upper Hudson Woodlands ATP, LP, Project: Essex 462B, Map No. 12,146.

All Compiled Maps being dated December 14, 2010 and filed as Department of Environmental Conservation Maps in the New York State Department of Environmental Conservation, Bureau of Real Property Office at 625 Broadway, Albany, NY, said Compiled Maps being also filed in the Essex County Clerk's Office immediately prior hereto and of even date herewith.

TOGETHER with the rights of the grantor in and to those portions of the premises described herein which lie within the bounds of all public roads or highways. With respect to the descriptions of parcels herein that are adjacent to public roadways, unless otherwise specifically described to the contrary, it is grantor's intention to convey all right, title and interest, if any in and to the lands to the centerline of the roadway.

TOGETHER with the appurtenances, and all the estate and rights of the grantor in and to said premises.

SUBJECT to the rights of the public in and to those portions of the premises described herein which lie within the bounds of all public roads or highways and also subject to all easements, rights-of-way, covenants and restrictions of record.

SUBJECT to exceptions set forth herein and also listed in Exhibit C, Schedule B as noted in the Correction/Confirmatory deed conveyed by The Nature Conservancy, Inc. to Upper Hudson Woodlands ATP, LP referenced below. (See corresponding Exhibit C, Schedule B references following exceptions in the description below)

BEING A PORTION OF THE PREMISES conveyed by Finch, Pruyn & Company, Incorporated to Adirondack Woodlands LLC by deed dated June 18, 2007 and recorded in the Essex County Clerk's Office on June 25, 2007 in Book 1540 of Deeds at Page 102.

AND BEING A PORTION OF THE PREMISES conveyed by Adirondack Woodlands LLC to The Nature Conservancy, Inc. by deed dated October 1, 2007 and recorded in the Essex County Clerk's Office on October 4, 2007 in Book 1552 of Deeds at Page 206.

AND BEING A PORTION OF THE PREMISES conveyed by Pruyn & Company, Incorporated f/k/a/ Finch, Pruyn & Company, Incorporated to The Nature Conservancy, Inc. by Quitclaim Deed dated December 6, 2010 and recorded in the Essex County Clerk's Office on December 6, 2010 in Book 1654 of Deeds at Page 7.

BEING PART OF THE SAME PREMISES LOCATED IN ESSEX COUNTY conveyed by The Nature Conservancy, Inc. to Upper Hudson Woodlands ATP, LP, by deed dated March 27, 2009, and recorded in the Essex County Clerk's Office on March 30, 2009 in Liber 1601, Page 1, and by Correction/Confirmatory Deed recorded in the aforesaid County Clerk's Office prior to and of even date herewith.

SCHEDULE 1

"High Peaks Block - Town of Newcomb, MacIntyre Works Tract, Project: Essex 458B"

ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND, situate lying and being in the Town of Newcomb, County of Essex and State of New York, more particularly located in Totten and Crossfield's Purchase, Township 46, bounded and described as follows:

PARCEL 1

ALL THAT PARCEL OF LAND LOCATED IN TOWNSHIP 46 in the Totten and Crossfield's Purchase, and being that portion of Township 46 located **NORTH AND WEST** of and contiguous with those premises conveyed by Finch, Pruyn and Company, Incorporated to The Bunting Family V LLC by deed dated December 15, 2005 and recorded in the Essex County

Clerk's Office on February 27, 2006 in Book 1480 at page 234, as shown on a map entitled "Map Showing Survey of Property Conveyed to The Bunting Family V LLC by Finch, Pruyn & Company, Incorporated, etc." dated December 13, 2005 and filed in the Essex County Clerk's Office on December 14, 2005 as Map No. 5928;

and which lies **WEST** of the westerly highway boundary line of Essex County Route 25, known as the **TAHAWUS - LAKE SANFORD ROAD** (said portion of the highway being Parcel F 1 through Parcel F 69 as shown on a survey under the supervision of A. J. Keating, County Superintendent of Highways of Essex County dated May 31, 1941, filed in the Essex County Clerk's Office and described in a deed from Finch, Pruyn & Company, Incorporated to National Lead Company dated August 19, 1941 and recorded in the Essex County Clerk's Office on August 21, 1941 in Book 229 of Deeds at page 158);

and which lies **SOUTH** of the south line of the 984-5/10 acres excepted and reserved by MacIntyre Iron Company, in a deed to Finch, Pruyn & Company, Inc. dated October 20, 1922 and recorded in the Essex County Clerk's Office on November 8, 1922 in Book 172 of Deeds at Page 205, said 984-5/10 acre tract being bounded and described as follows:

BEGINNING at the northeast corner of Township 46, thence

- (1) Southwesterly along the line between Township 46 and Township 47, 226 chains and 68 links to a copper bolt in a boulder; thence
- (2) South 71 degrees and 20 minutes East 94 chains and 20 links to a cedar stake; thence
- (3) North 61 degrees and 30 minutes East 160 chains and 50 links to a cedar hump on the easterly line of Township 46; then
- (4) Northwesterly along the easterly line of Township 46, 45 chains to the place of beginning (being further identified as having been excepted due to prior sale by MacIntyre Iron Company, in a deed to Finch, Pruyn & Company, Inc., dated October 20, 1922 and recorded in the Essex County Clerk's Office on November 8, 1922 in Book 172 of Deeds at Page 205);

and which lies **EAST & SOUTH** of the 731 acre portion of land in Township 46, described in a prior deed from MacIntyre Iron Company to Robert C. Pruyn, dated September 20, 1894 and recorded in the Essex County Clerk's Office on September 21, 1894 in Book 107 of Deeds at Page 572, said 731 acre tract being bounded and described as follows:

BEGINNING at the northwesterly corner of Township 46; thence

- (1) Northeasterly along the line between Township 46 and Township 47, 40.00 chains; thence

- (2) South 24 degrees and 10 minutes East 182 chains and 83 links; thence
- (3) South 65 degrees and 50 minutes West 40.00 chains to the westerly line of Township 46; thence
- (4) Along said westerly line of Township 46, North 24 degrees and 10 minutes West 182 chains and 68 links to the place of beginning; (being further identified on the hereinafter described Compiled Map as being Essex County Real Property Tax Map Parcel Nos. 100-1-6, 7.02 & 110-1-18, being lands conveyed by The Nature Conservancy, Inc. to The People of the State of New York, by deed dated February 18, 1972 and recorded in the Essex County Clerk's Office on February 24, 1972 in Book 511 of Deeds at Page 17)

EXCEPTING, that portion of Lots 40 and 41 (being further identified as having been excepted and reserved by MacIntyre Iron Company, in a deed to Finch, Pruyn & Company, Inc. dated October 20, 1922 and recorded in the Essex County Clerk's Office on November 8, 1922 in Book 172 of Deeds at Page 205, said excepted and reserved lands being subsequently conveyed by MacIntyre Iron Works to Christine M. Masten by deed dated May 3, 1923 and recorded in the Essex County Clerk's Office on May 15, 1923 in Book 173 of Deeds at Page 452, being further identified on the hereinafter described Compiled Map as being Essex County Real Property Tax Map Parcel No. 110-1-19.04, being lands conveyed by David U. & Elizabeth Hunter, et. al. to David W. Hunter, Et. Al., by deed dated June 16, 2004 and recorded in the Essex County Clerk's Office on August 20, 2004 in Book 1412 of Deeds at Page 113), bounded and described as follows:

BEGINNING at a point in the line between Lots 41 and 56 distance 3 chains on a course North 65 degrees and 50 minutes East from the corner of Lots 40, 41, 56 and 57; thence

- (1) South 24 degrees and 10 minutes East parallel and distant 3 chains easterly at right angles from the line between Lots 40 and 41, 63 chains to the line between Lots 41 and 32; thence
- (2) South 65 degrees and 50 minutes West along the line between Lots 41 and 32, and Lots 40 and 33, 15 chains and 87-3/10 links; thence
- (3) North 24 degrees and 10 minutes West 63 chains to the line between Lots 40 and 57; thence
- (4) North 65 degrees and 50 minutes East 15 chains and 87-3/10 links to the place of beginning, containing 100 acres.

The above described parcel being 3 chains in width in Lot 41 adjoining the line between Lots 40 and 41 and 12 chains and 87-03/10 links in width in Lot 40 adjoining the said line between Lots 40 and 41.

PARCEL 2

ALL THAT PARCEL OF LAND LOCATED IN TOWNSHIP 46 in the Totten and Crossfield's Purchase, and being that portion of Township 46 located **NORTH AND WEST** of and contiguous with those premises conveyed by Finch, Pruyn and Company, Incorporated to The Bunting Family V LLC by deed dated December 15, 2005 and recorded in the Essex County Clerk's Office on February 27, 2006 in Book 1480 at page 234, as shown on a map entitled "Map Showing Survey of Property Conveyed to The Bunting Family V LLC by Finch, Pruyn & Company, Incorporated, etc." dated December 13, 2005 and filed in the Essex County Clerk's Office on December 14, 2005 as Map No. 5928;

and which lies **EASTERLY AND SOUTHERLY** of the hereinafter described "new division line" and being the division line between Lots A and D on the west and north of said division line and Lots B and C on the east and south of said division line as depicted on a composite map of the Opalescent Project prepared by Kevin A. Hall, Land Surveyors, for The Nature Conservancy, Inc. and filed in the Essex County Clerk's Office as Map No. 6341, said map is also filed as Department of Environmental Conservation Map No. 12140 in the New York State Department of Environmental Conservation, Bureau of Real Property Office at 625 Broadway, Albany, NY, said "new division line" being more particularly described as follows:

Beginning at a point on the northwest boundary of Bunting Family V, LLC as shown on Essex County Filed Map No. 5928, said point being located southwesterly 25 feet from the centerline of Perch Pond Road and running on the following;

1. Northeast, and at all times 25' westerly of the centerline of Perch Pond Road, as it winds and turns, a distance of approximately 4,200 feet to a point at or near the intersection of Chocolate Drop Road which runs in a northeast direction from said intersection;
2. Northwest and Northerly, and at all times 25' westerly of the centerline of Perch Pond Road, as it winds and turns, a distance of approximately 7650 feet to a point near the north end of said Perch Pond Road and 25 feet south of East River Road;
3. Due North (as referenced to New York State Grid North 1983 Datum by Essex County Filed Map No. 6106) across East River Road a distance of approximately 50 feet to a point 25 feet northwest of the centerline of East River Road;
4. Northerly, and at all times 25' westerly of the centerline of said East River Road, as it winds and turns, a distance of approximately 6100 feet to a point located Due West 26.89 feet (as referenced to New York State Grid North 1983 Datum by Essex County Filed Map No. 6106) from a computed point at the intersection of the centerline of said East River Road and an unnamed brook, said computed point being located S 18°-38'-09" W (as referenced to New York State Grid North 1983 Datum by Essex County Filed Map No. 6106) a distance of 125.58 feet from a ½" iron pipe plug set in a drill hole in a

3' diameter 2' high boulder, and S 25°-19'-50" E a distance of 11.99 feet from a ½" iron pipe plug set in a drill hole in a 3' diameter boulder on the north edge of said brook and the west edge of the traveled way of said road;

5. Due West approximately 800.81 feet (as referenced to New York State Grid North 1983 Datum by Essex County Filed Map No. 6106) along the division line between **LOT A** and **LOT C** on the hereinabove referenced filed map to a 4' long triangular concrete monument set to 1.5' above grade located at the southwest corner of said **LOT C**;

6. Due North 2,102.07 feet (as referenced to New York State Grid North 1983 Datum by Essex County Filed Map No. 6106) to a 4' long 5/8" iron rod with cap set to grade in stones, said iron rod being located S 63°-23'-42" E (as referenced to New York State Grid North 1983 Datum by Essex County Filed Map No. 6106) a distance of 6,486.81 feet from USGS Brass Disk "W238" as shown on Essex County Filed Map No. 6106, and continuing on the same course of Due North an additional distance of approximately 328 feet for a total distance of approximately 2,430 feet to a point in the centerline of LeClair Brook being the northwest corner of said **LOT C**;

7. Northeasterly along the centerline of said LeClair Brook, as it winds and turns, a distance of approximately 7100 feet to a computed point located on the northwest bounds of lands of the People of the State of New York as described in Parcel No. 3 of a deed dated December 21, 1962 from Finch, Pruyn and Company, Incorporated, recorded in Deed Book 406 at Page 168, being the termination point of the "new division line;"

and which lies **NORTH AND WEST** of a portion of the third parcel of land containing a total of 1504 acres conveyed from Finch, Pruyn and Company, Incorporated to The People of the State of New York by deed dated December 21, 1962 and recorded in the Essex County Clerk's Office on December 21, 1962 in Book 406 of Deeds at page 168. (Being further identified on the hereinafter described Compiled Map as being Essex County Real Property Tax Map Parcel Nos. 101-5-1, 2, 3, 4, 5, 6, 7, 8, 9, 20, 21 & 22);

BEING AND INTENDED TO BE, Lots B and C as depicted on said composite map of the Opalescent Project and filed in the Essex County Clerk's Office as Map No. 6341.

SAID PARCEL 1 AND PARCEL 2 BEING A PORTION OF THE PREMISES conveyed to Finch, Pruyn and Company, Incorporated from MacIntyre Iron Company by deed dated October 20, 1922 and recorded in the Essex County Clerk's Office on November 8, 1922 in Book 172 of Deeds at page 205.

ALSO BEING AND INCLUDING Lot No. 58 containing 250 acres, more or less, conveyed to Jeremiah W. Finch and Samuel Pruyn from John Anderson, Jr. and Mary Anderson by deed dated October 10, 1901 and recorded in the Essex County Clerk's Office on October 16, 1901 in Book 122 of Deeds at page 194 following which Jeremiah W. Finch, Augusta E. Finch, Samuel Pruyn and Elizabeth J. Pruyn made a general conveyance to Finch, Pruyn and Company,

Incorporated by deed dated November 11, 1904 and recorded in the Essex County Clerk's Office on December 6, 1904 in Book 130 of Deeds at page 365.

**TOGETHER WITH THE FOLLOWING EASEMENTS
AND APPURTENANCES WITH RESPECT TO TOWNSHIP 46**

(1) **TOGETHER WITH** the appurtenances and all the estate and rights-in and to the premises.

(2) **HOWARD HILL ROAD: ROW 4. TOGETHER WITH** a road easement and right of way reserved by Finch Pruyn & Company, Incorporated, its successors and assigns, by Agreement with The Bunting Family V LLC dated December 13, 2004 and recorded in the Essex County Clerk's Office on December 28, 2004 in Book 1427 of Deeds at Page 237, said easement is labeled as Herman Hill Road on said Essex County Map No. 5928.

SUBJECT TO THE FOLLOWING:

- 1) Adirondack Park Agency Permit No. 2004-219 issued December 9, 2004, the terms and conditions of which are binding upon the heirs, successors and assigns of the grantors and all subsequent grantees, which permit was recorded in the Essex County Clerk's Office on December 10, 2004 in Book 63 of APA Permits at page 170. (see Exhibit C, Schedule B, Items 6H(f) & 8H(d) of aforesaid Correction/Confirmatory deed)
- 2) Adirondack Park Agency Permit No. 2008-210 issued December 30, 2008 which permit was recorded in the Essex County Clerk's Office on January 22, 2009 in Book 78 of APA Permits at Page 183. (see Exhibit C, Schedule B, Item 6H(g), 7H(d) and 8H(f) of aforesaid Correction/Confirmatory deed)
- 3) Mineral & mining rights excepted and reserved in a deed regarding Lots 83 and 86 and covenants, restrictions, flooding rights easement, right of way and rights reserved and set forth in a deed from MacIntyre Iron Company to Finch Pruyn & Company, Inc. dated October 20, 1922 and recorded in the Essex County Clerk's Office on November 8, 1922 in Book 172 of Deeds at Page 205.
- 4) Obligations under a road easement and right of way reserved by Finch Pruyn & Company, Incorporated, its successors and assigns, by Agreement with The Bunting Family V LLC dated December 13, 2004 and recorded in the Essex County Clerk's Office on December 28, 2004 in Book 1427 of Deeds at Page 237. (see Exhibit C, Schedule B, Item 6H(c), of aforesaid Correction/Confirmatory deed)
- 5) Perpetual easement for railroad purposes in Declaration of Taking by the United States of America dated December 9, 1943 and recorded in the Essex County Clerk's Office on December 16, 1943 in Book 236 of Deeds at Page 474. (see Exhibit C, Schedule B, Item 6H(b), 7H(b) and 8H(b) of aforesaid Correction/Confirmatory deed)

6) The terms and conditions of an easement granted from Finch, Pruyn & Co., Inc. to National Lead Company, dated June 3, 1968 and recorded in the Essex County Clerk's Office on August 13, 1968 in Book 468 of Deeds at Page 174. (See Multi Party Agreement made December 9, 2003 by and among NL Industries, Inc., Kronos, Inc., Open Space Conservancy, Inc., and Finch, Pruyn and Company, Inc., recorded on December 6, 2010 in Volume 30, Page 167 of Miscellaneous Records of the Essex County Clerk, which states that "NL no longer needs the Power-Line Right of Way and wishes to enter an agreement to relinquish such right of way to Finch and to be relieved of all liability for the removal of poles and wires...")

7) The terms and conditions of an easement granted from Finch, Pruyn & Co., Inc. to National Lead company, dated November 28, 1941 and recorded in the Essex County Clerk's Office on January 21, 1942 in Book 231 of Deeds at Page 85. (See Multi Party Agreement made December 9, 2003 by and among NL Industries, Inc., Kronos, Inc., Open Space Conservancy, Inc., and Finch, Pruyn and Company, Inc., recorded on December 6, 2010 in Volume 30, Page 167 of Miscellaneous Records of the Essex County Clerk, which states that "NL no longer needs the Power-Line Right of Way and wishes to enter an agreement to relinquish such right of way to Finch and to be relieved of all liability for the removal of poles and wires...")

8) The terms and conditions of an easement granted from Finch, Pruyn & Co., Inc. to National Lead Company, dated January 24, 1942 and recorded in the Essex County Clerk's Office on June 29, 1942 in Book 232 of Deeds at Page 328. (See Multi Party Agreement made December 9, 2003 by and among NL Industries, Inc., Kronos, Inc., Open Space Conservancy, Inc., and Finch, Pruyn and Company, Inc., recorded on December 6, 2010 in Volume 30, Page 167 of Miscellaneous Records of the Essex County Clerk, which states that "NL no longer needs the Power-Line Right of Way and wishes to enter an agreement to relinquish such right of way to Finch and to be relieved of all liability for the removal of poles and wires...")

ALSO SUBJECT TO THE FOLLOWING which are more fully described in Exhibit "B2" Reservations of Rights of Way in a conveyance from The Nature Conservancy, Inc. to Upper Hudson Woodlands ATP, LP by deed dated March 27, 2009 and recorded in the Essex County Clerk's Office on March 30, 2009 in Book 1601 of Deeds at Page 1.

- 1) Deerland Road - ROW
- 2) Beaver Brook Road - ROW
- 3) Bakers Road a/k/a Bakers Pond Winter Road - ROW
- 4) Houghton Clearing Road - ROW
- 5) Perch Pond Road - ROW
- 6) East River Road a/k/a as Opalescent Road - ROW #2

TOGETHER WITH THE FOLLOWING which are more fully described in Exhibit "B1" Grants of Rights of Way in a conveyance from The Nature Conservancy, Inc. to Upper Hudson Woodlands ATP, LP by deed dated March 27, 2009 and recorded in the Essex County Clerk's Office on March 30, 2009 in Book 1601 of Deeds at Page 1.

- 1) Boulder Alley Road - ROW

- 2) Donnelley's Road – ROW
- 3) East River Road a/k/a Opalescent Road – ROW #1

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,142 as Project: Essex 458B (being Tax Map Parcel Nos. 101.00-4-1.12 and 110.00-1-12.12, as shown on said Compiled Map) for further reference.

SCHEDULE 1 CONTINUED

"High Peaks Block - Town of Newcomb, Hudson River Hyslop Tract, Project: Essex 464B"

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Newcomb, County of Essex and State of New York and more particularly located in Totten and Crossfield's Purchase, Township 27, Hyslop Patent, bounded and described as follows:

ALL OF THE FOLLOWING DESCRIBED PARCEL OF LAND WHICH LIES SOUTH OF THE SOUTHERLY HIGHWAY BOUNDARY LINE OF NEW YORK STATE ROUTE 28N:

BEGINNING at a point on the north line of the Hyslop Patent, which point is marked by a post scribed "Hyslop Patent - 1920," and which point is 87.2 feet, more or less from the center of the Hudson River, as shown on a map entitled "Map Showing Survey of Property Conveyed to The Bunting Family V LLC by Finch, Pruyn & Company, Incorporated, etc." prepared by Christopher Hunt Leifheit, LLC, Reg. No. 49699; dated December 13, 2005; and filed in the Essex County Clerk's Office on December 14, 2005 as Map No. 5928 (hereinafter the "Bunting Map") to which reference is made, and then running the following eighteen (18) courses and distances:

- (1) South 51 degrees 22 minutes 38 seconds West a distance of 87.2 feet, more or less, along the north line of the Hyslop Patent to the center of the Hudson River, as shown on the Bunting Map; then
- (2) Southeasterly a distance of 9,154 feet, more or less, along the center of the Hudson River as it winds and turns to a point in the center of the river, which point is on a tie-line bearing of South 13 degrees 45 minutes 11 seconds East a distance of 3,578.30 feet from the beginning point of this course and distance as shown on the Bunting Map; then
- (3) South 39 degrees 30 minutes 03 seconds East a distance of 183.9 feet, more or less, to a point for a corner marked by a concrete monument; then

- (4) South 49 degrees 14 minutes 39 seconds West a distance of 285.4 feet, more or less, to a point in the center of the Hudson River; then
- (5) Southeasterly a distance of 9,064 feet, more or less, along the center of the Hudson River, as it winds and turns, to a point in the center of the river, which point is on a tie-line bearing of South 71 degrees 56 minutes 15 seconds East a distance of 6,812.06 feet from the beginning point of this course distance, as shown on the Bunting Map; then
- (6) South 28 degrees 22 minutes 19 seconds East a distance of 51.3 feet, more or less, to a point marked by a capped 3/4 inch iron pipe; then
- (7) South 28 degrees 22 minutes 19 seconds East a distance of 113.28 feet to a point marked by a capped 3/4 inch iron pipe; then continuing
- (8) South 28 degrees 22 minutes 19 seconds East a distance of 90.50 feet to a point marked by a capped iron pipe on the south side of Essex County Route 84 (hereinafter the "County Highway"); then
- (9) Southerly on a curve to the left a distance of 429.69 feet along the eastern boundary of the County Highway to a point; then
- (10) South 06 degrees 58 minutes 49 seconds East a distance of 613.31 feet along the eastern boundary of the County Highway to a point; then
- (11) Southerly on a curve to the right a distance of 224.86 feet along the eastern boundary of the County Highway to a point of intersection with the easterly bounds of New York State Route 28N (hereinafter "28N"); then
- (12) South 81 degrees 41 minutes 42 seconds East a distance of 138.82 feet along 28N to a point marked by a concrete monument; then
- (13) Southeasterly along the north bounds of 28N to a point of intersection with the eastern boundary of the Hyslop Patent and the western boundary of Township 46, as shown on the Bunting Map; then
- (14) Southeasterly continuing along the north bounds of 28N to a point of intersection with the northern boundary of Township 30, Totten and Crossfield's Purchase, also being on the southern boundary of Lot 12, Township 46, Totten and Crossfield's Purchase; then
- (15) Southwesterly along the division line between Township 46 and Township 30 to the southwestern corner of Township 46; then

(16) Southwesterly along the division line of the Hyslop Patent in Township 27 and Township 26 to a point for a corner, which corner is the southwesterly corner of the Hyslop Patent; then

(17) Northwesterly along the division line between the Hyslop Patent and Thorn's Survey to a point for a corner, which corner is the northwesterly corner of the Hyslop Patent, and which corner is also the northeasterly corner of Thorn's Survey on the southerly line of Richard's Survey; then

(18) Northeasterly along the northern line of the Hyslop Patent and the southern line of Richard's Survey to a point in the center of the Hudson River, which point is the same point in the Hudson River as referenced in Course 1 above.

SUBJECT TO THE FOLLOWING:

- 1) An easement granted by Finch, Pruyn & Co., Inc. to New York State Electric & Gas Corporation for a pole line along New York State Route 28N, dated November 13, 1950 and recorded in the Essex County Clerk's Office on January 25, 1951 in Book 285 of Deeds at Page 72. (see Exhibit C, Schedule B, Item 14H(a) of aforesaid Correction/Confirmatory deed)
- 2) An easement granted by Finch, Pruyn & Co, Inc. to New York State Electric & Gas Corporation and General Telephone Company of Upstate New York, for a pole line along New York State Route 28N, dated August 7, 1959 and recorded in the Essex County Clerks' Office on July 12, 1960 in Book 380 of Deeds at Page 88. (see Exhibit C, Schedule B, Item 14H(b) of aforesaid Correction/Confirmatory deed)
- 3) The reservations set down in a deed from MacIntyre Iron Company to Finch, Pruyn & Co., Inc. dated October 20, 1922 and recorded in the Essex County Clerks' Office on November 8, 1922 I Book 172 of Deeds at page 205.
- 4) Notice of Appropriation of lands acquired for highway purposes by the State of New York for the Aiden Lair-Newcomb Part 2 State Highway No. 756 recorded November 7, 1957 in the Essex County Clerk's Office in Book 354 of Deeds at Page 221. (see Exhibit C, Schedule B, Item 4H of aforesaid Correction/Confirmatory deed)
- 5) Notice of Appropriation of lands acquired for highway purposes by the State of New York for the Aiden Lair-Newcomb Part 2 State Highway No. 756 recorded November 18, 1957 in the Essex County Clerk's Office in Book 354 of Deeds at Page 447. (see Exhibit C, Schedule B, Item 4H of aforesaid Correction/Confirmatory deed)
- 6) Notice of Appropriation of lands acquired for highway purposes by the State of New York for the Aiden Lair-Newcomb Part 2 State Highway No. 756 recorded July 14, 1959 in the Essex County Clerk's Office in Book 370 of Deeds at Page 379. (see Exhibit C, Schedule B, Item 4H of aforesaid Correction/Confirmatory deed)

7) Notice of Appropriation of lands acquired for highway purposes by the State of New York for the Aiden Lair-Newcomb Part 2 State Highway No. 756 recorded July 14, 1959 in the Essex County Clerk's Office in Book 370 of Deeds at Page 382. (see Exhibit C, Schedule B, Item 4H of aforesaid Correction/Confirmatory deed)

BEING A PORTION OF THE PREMISES conveyed to Finch, Pruyn & Company, Incorporated from MacIntyre Iron Company by deed dated October 20, 1922 and recorded in the Essex County Clerk's Office on November 8, 1922 in Book 172 of Deeds at page 205.

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,147 as Project: Essex 464B (being Tax Map Parcel No. 121.00-5-2.2, as shown on said Compiled Map, further reference.

SCHEDULE 2

"High Peaks Block - Town of North Hudson, Boreas Ponds Tract, Project: Essex 460B"

ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND situate, lying and being in the Town of North Hudson, County of Essex and State of New York, more particularly located in Totten and Crossfield's Purchase, Township 44 and the Tract West of Road Patent, bounded and described as follows:

PARCEL 1

TOWNSHIP 44, Totten and Crossfield's Purchase

THOSE LOTS OR PORTIONS THEREOF DESCRIBED BELOW, LOCATED IN TOWNSHIP 44 in Totten and Crossfield's Purchase, all of which lie South of the southerly highway boundary line of Essex County Routes 2 & 84, known as the Blue Ridge Road and also known as the Boreas Road, bounded and described as follows:

Lot 2, EXCEPTING THEREFROM that part conveyed to the People of the State of New York from Finch, Pruyn and Company, Incorporated by deed dated December 14, 1962 and recorded in the Essex County Clerk's Office on December 21, 1962 in Book 406 of Deeds at page 171 (being further identified on the hereinafter described Compiled Map as Essex County Real Property Tax Map Parcel 124-2-4).

LOT 2 IS SUBJECT TO the Hoffman Notch Trail as granted by Finch, Pruyn and Company, Incorporated to The People of the State of New York by grant dated July 28, 1940 and

recorded in the Essex County Clerk's Office on December 16, 1969 in Book 483 of Deeds at page 505. (see Exhibit C, Schedule B, Item 10H(d) of aforesaid Correction/Confirmatory deed)

(1) **BEING A PORTION OF THE PREMISES** conveyed to Jeremiah W. Finch and Samuel Pruyn from Phoebe M. Bloomingdale by deed dated November 9, 1891 and recorded in the Essex County Clerk's Office on November 11, 1891 in Book 101 of Deeds at page 476.

(2) **BEING A PORTION OF THE PREMISES** conveyed to Samuel Pruyn and Jeremiah W. Finch from Abraham B. Van Benthuyssen and Mary J. Van Benthuyssen by deed dated August 6, 1868 and recorded in the Essex County Clerk's Office on February 27, 1906 in Book 133 of Deeds at page 349.

(3) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company from Nathan L. Miller, Comptroller, by deed dated February 14, 1902 and recorded in the Essex County Clerk's Office on April 5, 1902 in Book 123 of Deeds at page 575.

(4) **BEING A PORTION OF THE PREMISES** conveyed to Jeremiah W. Finch and Samuel Pruyn from Nathan L. Miller, Comptroller, by deed dated October 7, 1903 and recorded in the Essex County Clerk's Office on September 22, 1915 in Book 153 of Deeds at page 112.

(5) **BEING A PORTION OF PREMISES** conveyed to Jeremiah W. Finch and Samuel Pruyn from Nathan L. Miller by deed dated October 7, 1903 and recorded in the Essex County Clerk's Office on September 22, 1915 in Book 153 of Deeds at page 118.

(6) **BEING A PORTION OF THE PREMISES** conveyed to Jeremiah W. Finch and Samuel Pruyn, composing the firm of Finch, Pruyn and Company, from Nathan L. Miller, Comptroller, by deed dated October 7, 1903 and recorded in the Essex County Clerk's Office on September 22, 1915 in Book 153 of Deeds at page 122.

(7) **BEING A PORTION OF PREMISES** conveyed to Finch, Pruyn and Company, Incorporated by John Shandrew and Margaret Shandrew by deed dated January 7, 1908 and recorded in the Essex County Clerk's Office on January 25, 1908 in Book 137 of Deeds at page 196.

(8) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company, Incorporated from Michael J. Walsh, Deputy Comptroller, by deed dated September 26, 1913 and recorded in the Essex County Clerk's Office on January 2, 1934 in Book 209 of Deeds at page 564.

(9) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company, Incorporated by William H. LaBier and Hattie LaBier by deed dated December 21, 1917 and recorded in the Essex County Clerk's Office on September 12, 1918 in Book 159 of Deeds at page 375.

(10) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company, Incorporated from Hattie LaBier, William LaBier and Gladys LaBier by deed dated February 24, 1920 and recorded in the Essex County Clerk's Office on February 28, 1920 in Book 163 of Deeds at page 218.

(11) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn & Company, Inc. from Henry Pelran by deed dated February 24, 1920 and recorded in the Essex County Clerk's Office on February 28, 1920 in Book 163 of Deeds at page 217.

(12) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company, Incorporated from Raquette Falls Land Company by deed dated February 3, 1921 and recorded in the Essex County Clerk's Office on April 16, 1921 in Book 167 of Deeds at page 70.

(13) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company from Marion Covil and Emma Covil by deed dated May 19, 1921 and recorded in the Essex County Clerk's Office on June 9, 1921 in Book 167 of Deeds at page 409.

Lot 3. EXCEPTING THEREFROM that portion of the following two parcels identified on the Essex County Real Property tax maps and on the hereinafter described Compiled Map as follows, which lies south of the southerly highway boundary of said Blue Ridge Road (aka Boreas Road): Tax Map Parcel No. 113.03-6-1, containing 55.1 acres (being further identified as being lands conveyed from Doris H. Fawcette as Administratrix of the Estate of Malcolm J. Hanmer to Daniel D. & Kristina L. Snyder, by deed dated April 25, 2000 and recorded in the Essex County Clerk's Office on April 28, 2000 in Book 1246 of Deeds at Page 300) and 113.04-2-16 (being further identified as being lands conveyed from George E. & Pauline H. LaClaire to Stephen & Doreen Ossenkop, by deed dated October 19, 1985 and recorded in the Essex County Clerk's Office on October 22, 1985 in Book 843 of Deeds at Page 59).

(1) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company, Incorporated from Marcellus Abair and Lucinda J. Abair by deed dated March 31, 1905 and recorded in the Essex County Clerk's Office on April 13, 1905 in Book 131 of Deeds at page 9.

(2) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn & Company, Incorporated by deed dated March 30, 1905 from John Abair and recorded in the Essex County Clerk's Office on April 13, 1905 in Book 131 of Deeds at page 10.

(3) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company, Incorporated from John Shandrew and Margaret Shandrew by deed dated January 7, 1908 and recorded in the Essex County Clerk's Office on January 25, 1908 in Book 137 of Deeds at page 196.

(4) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company, Incorporated by John Anderson, Jr. and Mary Anderson by deed dated May 2, 1911

and recorded in the Essex County Clerk's Office on June 24, 1911 in Book 144 of Deeds at page 469.

(5) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company, Incorporated from Nelson Hyatt and Frances Hyatt, his wife, and Louisa LeClaire by deed dated March 14, 1921 and recorded in the Essex County Clerk's Office on April 14, 1921 in Book 167 of Deeds at page 59.

(6) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company, Incorporated by Algia May by deed dated May 16, 1921 and recorded in the Essex County Clerk's Office on May 24, 1921 in Book 167 of Deeds at page 338.

(7) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company from Marion Covil and Emma Covil by deed dated May 19, 1921 and recorded in the Essex County Clerk's Office on June 9, 1921 in Book 167 of Deeds at page 409.

(8) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company, Incorporated by Alvin Bolio and others by deed dated July 25, 1925 and recorded in the Essex County Clerk's Office on October 28, 1925 in Book 181 of Deeds at page 432.

(9) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company, Incorporated from Joseph Gregory and Julia Gregory by deed dated September 28, 1926 and recorded in the Essex County Clerk's Office on October 4, 1926 in Book 184 of Deeds at page 452.

(10) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company, Incorporated from Charles Provonchia and Jenny Provonchia by deed dated February 7, 1927 and recorded in the Essex County Clerk's Office on February 11, 1927 in Book 185 of Deeds at page 530.

(11) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company, Incorporated from Gilbert Moses and Julia Moses by deed dated November 2, 1929 and recorded in the Essex County Clerk's Office on November 6, 1929 in Book 195 of Deeds at page 154.

Lot 7. EXCEPTING THEREFROM that part conveyed to the People of the State of New York from Finch, Pruyn and Company, Incorporated by deed dated December 14, 1962 and recorded in the Essex County Clerk's Office on December 21, 1962 in Book 406 of Deeds at page 171 (being further identified on the hereinafter described Compiled Map as Essex County Real Property Tax Map Parcel 124-2-2).

FURTHER EXCEPTING the following parcels identified on the Essex County Real Property Tax Maps and on the hereinafter described Compiled Map as Parcel 113.03-2-1 (being lands conveyed from Melody Chacker & Deborah Brown to Wendy Brown, by deed dated September 15, 2005 and recorded in the Essex County Clerk's Office on July 25, 2005 in Book

1459 of Deeds at Page 185); Parcel 113.03-2-4 (being lands conveyed from Sherwood J. Remington to John R. & Gertrude A. Remington, by deed dated December 7, 1993 and recorded in the Essex County Clerk's Office on February 2, 1994 in Book 1056 of Deeds at Page 205) and four additional small parcels further identified on the Essex County Real Property Tax Maps and on the hereinafter described Compiled Map as Parcels 113.03-2-2, 3, 12 & 13.

LOT 7 IS SUBJECT TO the Hoffman Notch Trail as granted by Finch, Pruyn and Company, Incorporated to The People of the State of New York by grant dated July 28, 1940 and recorded in the Essex County Clerk's Office on December 16, 1969 in Book 483 of Deeds at page 505. (see Exhibit C, Schedule B, Item 10H(d) of aforesaid Correction/Confirmatory deed)

(1) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company from Phoebe M. Bloomingdale by deed dated November 9, 1891 and recorded in the Essex County Clerk's Office on November 11, 1891 in Book 101 of Deeds at page 476.

(2) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company, Incorporated from Hattie Welch and others by deed dated February 9, 1911 and recorded in the Essex County Clerk's Office on February 23, 1911 in Book 143 of Deeds at page 595.

(3) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company, Incorporated from Michael J. Walsh, Deputy Comptroller, by deed dated September 26, 1913 and recorded in the Essex County Clerk's Office on January 2, 1934 in Book 209 of Deeds at page 564.

(4) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company, Inc. from William Hanmer and Violet Hanmer by deed dated February 24, 1920 and recorded in the Essex County Clerk's Office on February 28, 1920 in Book 163 of Deeds at page 219.

(5) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company, Incorporated from Charles Provonchia and Jenny Provonchia by deed dated February 7, 1927 and recorded in the Essex County Clerk's Office on February 11, 1927 in Book 185 of Deeds at page 530.

(6) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company, Incorporated from Leon LaBier by deed dated November 19, 1928 and recorded in the Essex County Clerk's Office on November 23, 1928 in Book 192 of Deeds at page 206.

(7) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company, Incorporated from Leon LaBier by deed dated November 19, 1928 and recorded in the Essex County Clerk's Office on November 23, 1928 in Book 192 of Deeds at page 207.

Lot 8. EXCEPTING THEREFROM that part conveyed to the People of the State of New York from Finch, Pruyn and Company, Incorporated by deed dated December 14, 1962 and recorded in the Essex County Clerk's Office on December 21, 1962 in Book 406 of Deeds at

page 171 (being further identified on the hereinafter described Compiled Map as Essex County Real Property Tax Map Parcel 123-2-11);

(1) **BEING A PORTION OF THE PREMISES** conveyed to Jeremiah W. Finch and Samuel Pruyn from Phoebe M. Bloomingdale by deed dated November 9, 1891 and recorded in the Essex County Clerk's Office on November 11, 1891 in Book 101 of Deeds at page 476.

(2) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company from Nathan L. Miller, Comptroller, by deed dated February 14, 1902 and recorded in the Essex County Clerk's Office on April 5, 1902 in Book 123 of Deeds at page 575.

(3) **BEING A PORTION OF THE PREMISES** conveyed to Jeremiah W. Finch and Samuel Pruyn from Nathan L. Miller, Comptroller, by deed dated October 7, 1903 and recorded in the Essex County Clerk's Office on September 22, 1915 in Book 153 of Deeds at page 112.

(4) **BEING A PORTION OF PREMISES** conveyed to Jeremiah W. Finch and Samuel Pruyn from Nathan L. Miller by deed dated October 7, 1903 and recorded in the Essex County Clerk's Office on September 22, 1915 in Book 153 of Deeds at page 118.

(5) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company, Incorporated from William Summer, Comptroller, by tax deed dated September 26, 1913 and recorded in the Essex County Clerk's Office on January 2, 1935 in Book 209 of Deeds at page 564.

(6) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company, Incorporated from Charles Provonchia and Jennie Provonchia by deed dated February 7, 1927 and recorded in the Essex County Clerk's Office on February 11, 1927 in Book 185 of Deeds at page 531.

Lot 9. EXCEPTING THEREFROM:

(a) Rights, if any, conveyed in a 1913 deed to MacIntyre Iron Company from Finch, Pruyn and Company, Incorporated dated February 7, 1913 and recorded in the Essex County Clerk's Office on February 11, 1913 in Book 148 of Deeds at page 90.

(b) 1935 deed to Carl A. Bolles from Finch, Pruyn & Company, Incorporated dated August 6, 1935 and recorded in the Essex County Clerk's Office on November 14, 1935 in Book 212 of Deeds at page 128.

(c) **FURTHER EXCEPTING** the following parcels identified on the Essex County Real Property Tax Maps and on the hereinafter described Compiled Map as parcels 112.04-2-5, 18 & 19, being lands conveyed from Penny Howell Jolly, Et. Al. to Penny Howell Jolly, Et. Al. by deed dated February 27, 2002 and recorded in the Essex County Clerk's Office on March 29, 2002 in Book 1315 of Deeds at Page 248; 112.04-2-17, being lands conveyed from David E. &

Ann M. Fiske to Roy K. & Ellen A. Palmer by deed dated January 25, 2007 and recorded in the Essex County Clerk's Office on February 1, 2007 in Book 1524 of Deeds at Page 154; 112.04-2-16 and 25, being lands conveyed from Harriet K. Havice to John J. & Jane K. Swift by deed dated September 13, 1983 and recorded in the Essex County Clerk's Office on October 20, 1983 in Book 797 of Deeds at Page 180; 112.04-2-15 and 112.04-2-24, being lands conveyed from H. Katherine Havice to Tom C. & Lois A. B. Hammond by deed dated September 4, 1984 and recorded in the Essex County Clerk's Office on April 19, 1985 in Book 830 of Deeds at Page 299 and 112.04-2-14, being lands conveyed from H. Katherine Havice to Donald, Jr. & Leitha Jepson by deed dated December 15, 1986 and recorded in the Essex County Clerk's Office on January 21, 1987 in Book 875 of Deeds at Page 238.

(d) **FURTHER EXCEPTING** lands now or formerly of National Lead Company being the following three parcels collectively shown on the Essex County Real Property Tax Map and on the hereinafter described Compiled Map as Parcels 112.04-2-10.001, 112.04-2-11.001 & 26, (being further identified as being part of the lands, easements and/or rights of way conveyed from the Champlain & Sanford Railroad Company to National Lead Company by an undated deed which was recorded in the Essex County Clerk's Office on October 6, 1942 in Book 234 of Deeds at Page 201).

(e) **FURTHER EXCEPTING** other lands owned by Upper Hudson Woodlands ATP, LP as shown on the Essex County Real Property Tax Map and on the hereinafter described Compiled Map as Parcels 112.04-2-20 and 112.04-2-22, subsequently referred to in this description as Project: Essex 460B, Parcels 2 & 3.

(1) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company, Incorporated from Phoebe M. Bloomingdale by deed dated November 9, 1891 and recorded in the Essex County Clerk's Office on November 11, 1891 in Book 101 of Deeds at page 476.

(2) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company from Nathan L. Miller, Comptroller, by deed dated February 14, 1902 and recorded in the Essex County Clerk's Office on April 5, 1902 in Book 123 of Deeds at page 575.

(3) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company, Incorporated from Andrew Bullard and Mary Bullard by deed dated June 30, 1906 and recorded in the Essex County Clerk's Office on October 21, 1906 in Book 134 of Deeds at page 155, with respect to Lot 9, subdivision 2, subdivision 9, and subdivision 11.

(4) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company, Incorporated by Martin H. Glynn, Comptroller, by tax deed dated March 12, 1907 and recorded in the Essex County Clerk's Office on June 15, 1907 in Book 136 of Deeds at page 70, with respect to Lot 9, subdivision 12.

(5) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company, Incorporated from John Anderson and Mary Anderson by deed dated July 19, 1909

and recorded in the Essex County Clerk's Office on July 24, 1909 in Book 140 of Deeds at page 497, with respect to Lot 9, subdivision 4 and other lands.

(6) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company, Incorporated from William Summer, Comptroller, by tax deed dated September 26, 1913 and recorded in the Essex County Clerk's Office on January 2, 1935 in Book 209 of Deeds at page 564, with respect to Lot 9, subdivision 4, subdivision 7, subdivision 9, and subdivision 12.

(7) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company, Incorporated from Charles Provonchia and Jennie Provonchia by deed dated February 7, 1927 and recorded in the Essex County Clerk's Office on February 11, 1927 in Book 185 of Deeds at page 531.

TOGETHER WITH the reversionary rights as reserved by Finch, Pruyn and Company in the following deeds:

- (a) Conveyance to MacIntyre Iron Company from Finch, Pruyn and Company, Incorporated dated February 7, 1913 and recorded in the Essex County Clerk's Office on February 11, 1913 in Book 148 of Deeds at page 90.
- (b) Conveyance to MacIntyre Iron Company from Finch, Pruyn and Company, Incorporated dated February 7, 1913 and recorded in the Essex County Clerk's Office on February 11, 1913 in Book 148 of Deeds at page 105
- (c) Conveyance to MacIntyre Iron Company from Finch, Pruyn and Company, Incorporated dated February 7, 1913 and recorded in the Essex County Clerk's Office on February 11, 1913 in Book 148 of Deeds at page 109.

Lot 10

(1) **BEING A PORTION OF THE PREMISES** conveyed to Jeremiah W. Finch and Samuel Pruyn from Phoebe M. Bloomingdale by deed dated November 9, 1891 and recorded in the Essex County Clerk's Office on November 11, 1891 in Book 101 of Deeds at page 476.

(2) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company from Nathan L. Miller, Comptroller, by deed dated February 14, 1902 and recorded in the Essex County Clerk's Office on April 5, 1902 in Book 123 of Deeds at page 575.

(3) **BEING A PORTION OF THE PREMISES** conveyed to Jeremiah W. Finch and Samuel Pruyn from Nathan L. Miller, Comptroller, by deed dated October 7, 1903 and recorded in the Essex County Clerk's Office on September 22, 1915 in Book 153 of Deeds at page 112.

(4) **BEING A PORTION OF PREMISES** conveyed to Jeremiah W. Finch and Samuel Pruyn from Nathan L. Miller by deed dated October 7, 1903 and recorded in the Essex County Clerk's Office on September 22, 1915 in Book 153 of Deeds at page 118.

(5) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company, Incorporated from William Summer, Comptroller, by tax deed dated September 26, 1913 and recorded in the Essex County Clerk's Office on January 2, 1935 in Book 209 of Deeds at page 564.

TRACT WEST OF ROAD PATENT

THOSE LOTS OR PORTIONS THEREOF DESCRIBED BELOW LOCATED IN THE TRACT WEST OF ROAD PATENT of which lie South of the southerly highway boundary line of Essex County Routes 2 & 84, known as the Blue Ridge Road and also known as the Boreas Road, located in the Town of North Hudson, County of Essex and State of New York, more particularly described as follows:

Lot 17. That part thereof lying south of the Blue Ridge Road and contained in the following description;

BEGINNING at a birch tree marked 16, 17, being the northwest corner of Lot No. 16; thence

1. Along the west bounds thereof South 40 chains to a stake 7 links north from a birch tree marked 16, 17, 20, 21; thence
2. West 74 chains and 59 links to a stake eleven (11) links northwest from a hemlock tree marked 17, 19 in the southerly bounds of the forty-fourth (44) township, Totten and Crossfield's Purchase; thence
3. Along the southerly bounds thereof North 59 degrees 10 minutes East seventy-eight (78) chains and six (6) links to a stake five (5) links north from a birch sapling marked 7, 17, being the southwest corner of Lot No. Seven (7); thence
4. Along the south bounds thereof East seven (7) chains and fifty-eight (58) links to the place of beginning, containing about 164 acres of land, as the lot has been surveyed and is described in the field book on file in the Office of the Secretary of State;

EXCEPTING, however, and reserving therefrom all that parcel of land described as follows:

BEGINNING at a cedar stake and stones 10 rods south of the center of the highway a little west of the Flint dwelling. This stake and stones is the northeast corner of the parcel hereby conveyed and is marked I and letter A on the west side and B on the south side; thence south across the Branch east of the Flint mill until you strike the east and west line, being the south line

of Mary H. Clough's Lot 17; thence west on said south line to the southwest corner of said lot; thence northerly on the 44th Township line to a wood road built by George G. Dudley in the year 1871, running from his log job to the middle of the highway opposite the Mary H. Clough dwelling; thence following said wood road in an easterly direction to the beginning. Also right of way from the above described Mill Lot to the main highway, (said exception being further identified on the hereinafter described Compiled Map as being Essex County Real Property Tax Map Parcel No. 113.04-2-15, being lands conveyed from James J. Morano to Kenneth Flagg, by deed dated July 22, 1998 and recorded in the Essex County Clerk's Office on July 28, 1998 in Book 1182 of Deeds at Page 236).

ALSO EXCEPTING and reserving therefrom a strip of land six (6) rods in width across said lands, the center line of said strip being described as follows:

BEGINNING at a point in the boundary line between the lands hereby conveyed and lands of Emerson Woodware and Company, where said line as now surveyed intersects said boundary line; running from thence in a westerly direction as now surveyed to a point in the boundary line between the lands above conveyed and the lands of Rosa Ryan, according to a survey and map made by R. C. Rolls, and filed in the Essex County Clerk's Office on the 23rd day of March, 1909, and constituting the right of way of the Champlain & Sanford Railroad Company, (said exception being further identified on the hereinafter described Compiled Map as being Essex County Real Property Tax Map Parcel No. 113.04-2-14, being lands conveyed from William Clough and Mary Clough to Champlain & Sanford Railroad Company, by deed dated January 25, 1911 and recorded in the Essex County Clerk's Office in Book 143 of Deeds at Page 538 and by Warren W. Flint and Grover C. Flint to Champlain & Sanford Railroad Company, by deed dated January 23, 1911 and recorded in the Essex County Clerk's Office in Book 143 of Deeds at Page 540, also being part of the lands conveyed from the Champlain & Sanford Railroad Company to National Lead Company by an undated deed which was recorded in the Essex County Clerk's Office on October 6, 1942 in Book 234 of Deeds at Page 201).

INTENDING to hereby convey a portion of the premises conveyed to Warren W. Flint and Grover C. Flint by Mary H. Clough and William H. Clough by two certain deeds - the first dated September 20, 1910 and recorded in the Essex County Clerk's Office on October 14, 1910 in Book 143 of Deeds at page 196; and the second dated January 11, 1911, recorded in the Essex County Clerk's Office on January 9, 1916 in Book 153 of Deeds at page 515.

TOGETHER WITH all rights therein acquired by deed from O. Flint Clough, Louise R. Clough and Vivian Viveia Woodruff, bearing date the 9th day of September 1928.

Lot 18. Said to contain 115 acres, be the same more or less.

Lot 19. Containing 159.3 acres of land and water, being the same more or less.

Lot 32. That part lying west of Pease Brook said to contain 170 acres, more or less; and

Lot 32. Being all thereof, excepting that portion lying west of Pease Brook, leaving to be hereby conveyed in said Lot Fifty (50) acres, more or less, in the easterly part thereof.

LOTS 17, 18, 19 AND 32

(1) SOURCE OF TITLE FOR LOT 17

BEING A PORTION OF THE PREMISES conveyed to Finch, Pruyn & Company. Incorporated from Warren W. Flint, Margaret Flint, Grover C. Flint and Ida Flint by deed dated November 27, 1928 and recorded in the Essex County Clerk's Office on December 7, 1928 in Book 191 of Deeds at page 558.

(2) SOURCE OF TITLE FOR LOT 18

BEING A PORTION OF THE PREMISES conveyed to Finch, Pruyn and Co. from Mary B. Larrish by deed dated January 12, 1898 and recorded in the Essex County Clerk's Office on December 9, 1898 in Book 116 of Deeds at page 323, following which Jeremiah W. Finch, Augusta E. Finch, Samuel Pruyn and Eliza J. Pruyn conveyed the premises to Finch, Pruyn & Company, Incorporated by deed dated November 11, 1904 and recorded in the Essex County Clerk's Office on December 6, 1904 in Book 130 of Deeds at page 365.

BEING A PORTION OF THE PREMISES conveyed to Jeremiah W. Finch and Samuel Pruyn from Phoebe M. Bloomingdale by deed dated November 9, 1891 and recorded in the Essex County Clerk's Office on November 11, 1891 in Book 101 of Deeds at page 476.

BEING A PORTION OF THE PREMISES conveyed to Finch, Pruyn and Company from Nathan L. Miller, Comptroller, by deed dated February 14, 1902 and recorded in the Essex County Clerk's Office on April 5, 1902 in Book 123 of Deeds at page 575.

BEING A PORTION OF THE PREMISES conveyed to Finch, Pruyn and Company. Incorporated from William Summer, Comptroller, by tax deed dated September 26, 1913 and recorded in the Essex County Clerk's Office on January 2, 1935 in Book 209 of Deeds at page 564.

(3) SOURCE OF TITLE FOR LOT 19

BEING A PORTION OF THE PREMISES conveyed to Finch, Pruyn & Company. Inc. by two deeds: one from Charles W. Ore, Sheriff of the County of Essex, dated September 23, 1926 and recorded in the Essex County Clerk's Office on October 2, 1926 in Book 184 of Deeds at page 444; and the other from William F. Faxon and Ella D. Faxon dated May 20, 1926 and recorded in the Essex County Clerk's Office on October 6, 1926 in Book 184 of Deeds at page 468.

(4) SOURCE OF TITLE FOR LOT 32 (intending to convey all of Lot 32 per the following)

BEING A PORTION OF THE PREMISES conveyed to Finch, Pruyn & Company, Incorporated by two deeds: one dated March 31, 1905 from Marcellus Abair and Lucinda J. Abair and recorded in the Essex County Clerk's Office on April 13, 1905 in Book 131 of Deeds at page 9; and the other dated March 30, 1905 from John Abair and recorded in the Essex County Clerk's Office on April 13, 1905 in Book 131 of Deeds at page 10.

BEING A PORTION OF THE PREMISES conveyed to Finch, Pruyn and Company, Incorporated from William Summer, Comptroller, by tax deed dated September 26, 1913 and recorded in the Essex County Clerk's Office on January 2, 1935 in Book 209 of Deeds at page 564.

SUBJECT TO THE FOLLOWING:

- 1) The terms and conditions of an easement granted from Finch, Pruyn & Co., Inc. to National Lead Company, dated June 3, 1968 and recorded in the Essex County Clerk's Office on August 13, 1968 in Book 468 of Deeds at Page 174. (See Multi Party Agreement made December 9, 2003 by and among NL Industries, Inc., Kronos, Inc., Open Space Conservancy, Inc., and Finch, Pruyn and Company, Inc., recorded on December 6, 2010 in Volume 30, Page 167 of Miscellaneous Records of the Essex County Clerk, which states that "NL no longer needs the Power-Line Right of Way and wishes to enter an agreement to relinquish such right of way to Finch and to be relieved of all liability for the removal of poles and wires...")
- 2) The terms and conditions of an easement granted from Finch, Pruyn & Co., Inc. to National Lead company, dated November 28, 1941 and recorded in the Essex County Clerk's Office on January 21, 1942 in Book 231 of Deeds at Page 85. (See Multi Party Agreement made December 9, 2003 by and among NL Industries, Inc., Kronos, Inc., Open Space Conservancy, Inc., and Finch, Pruyn and Company, Inc., recorded on December 6, 2010 in Volume 30, Page 167 of Miscellaneous Records of the Essex County Clerk, which states that "NL no longer needs the Power-Line Right of Way and wishes to enter an agreement to relinquish such right of way to Finch and to be relieved of all liability for the removal of poles and wires...")
- 3) The terms and conditions of an easement granted from Finch, Pruyn & Co., Inc. to National Lead Company, dated January 24, 1942 and recorded in the Essex County Clerk's Office on June 29, 1942 in Book 232 of Deeds at Page 328. (See Multi Party Agreement made December 9, 2003 by and among NL Industries, Inc., Kronos, Inc., Open Space Conservancy, Inc., and Finch, Pruyn and Company, Inc., recorded on December 6, 2010 in Volume 30, Page 167 of Miscellaneous Records of the Essex County Clerk, which states that "NL no longer needs the Power-Line Right of Way and wishes to enter an agreement to relinquish such right of way to Finch and to be relieved of all liability for the removal of poles and wires...")

PARCELS 2 & 3

BEING A PORTION OF LOT 9, LOCATED IN TOWNSHIP 44 in Totten and Crossfield's Purchase which lies South of the southerly boundary line of Essex County Routes 2

& 84, known as the Blue Ridge Road and also known as the Boreas Road, bounded and described as follows:

Lot 9. EXCEPTING THEREFROM:

(a) Rights, if any, conveyed in a 1913 deed to MacIntyre Iron Company from Finch, Pruyn and Company, Incorporated dated February 7, 1913 and recorded in the Essex County Clerk's Office on February 11, 1913 in Book 148 of Deeds at page 90.

(b) 1935 deed to Carl A. Bolles from Finch, Pruyn & Company, Incorporated dated August 6, 1935 and recorded in the Essex County Clerk's Office on November 14, 1935 in Book 212 of Deeds at page 128.

(c) **FURTHER EXCEPTING**, the following parcels identified on the Essex County Real Property Tax Maps and on the hereinafter described Compiled Map as parcels 112.04-2-5, 18 & 19, being lands conveyed from Penny Howell Jolly, Et. Al. to Penny Howell Jolly, Et. Al. by deed dated February 27, 2002 and recorded in the Essex County Clerk's Office on March 29, 2002 in Book 1315 of Deeds at Page 248; 112.04-2-17, being lands conveyed from David E. & Ann M. Fiske to Roy K. & Ellen A. Palmer by deed dated January 25, 2007 and recorded in the Essex County Clerk's Office on February 1, 2007 in Book 1524 of Deeds at Page 154; 112.04-2-16 and 25, being lands conveyed from Harriet K. Havice to John J. & Jane K. Swift by deed dated September 13, 1983 and recorded in the Essex County Clerk's Office on October 20, 1983 in Book 797 of Deeds at Page 180; 112.04-2-15 and 112.04-2-24, being lands conveyed from H. Katherine Havice to Tom C. & Lois A. B. Hammond by deed dated September 4, 1984 and recorded in the Essex County Clerk's Office on April 19, 1985 in Book 830 of Deeds at Page 299 and 112.04-2-14, being lands conveyed from H. Katherine Havice to Donald, Jr. & Leitha Jepson by deed dated December 15, 1986 and recorded in the Essex County Clerk's Office on January 21, 1987 in Book 875 of Deeds at Page 238.

(d) **FURTHER EXCEPTING** lands now or formerly of National Lead Company being the following three parcels collectively shown on the Essex County Real Property Tax Map and on the hereinafter described Compiled Map as Parcels 112.04-2-10.001, 11.001 & 26. (being further identified as being part of the lands, easements and/or rights of way conveyed from the Champlain & Sanford Railroad Company to National Lead Company by an undated deed which was recorded in the Essex County Clerk's Office on October 6, 1942 in Book 234 of Deeds at Page 201).

(e) **FURTHER EXCEPTING** other lands owned by Upper Hudson Woodlands ATP, LP as shown on the Essex County Real Property Tax Maps and on the hereinafter described Compiled Map as that portion of Tax Map Parcel 124.00-2-1.025 which lies south of the southerly highway boundary line of Essex County Routes 2 & 84, known as the Blue Ridge Road and also known as the Boreas Road and previously referred to in this description as Project: Essex 460B, Parcel 1, Lot 9.

(1) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company, Incorporated from Phoebe M. Bloomingdale by deed dated November 9, 1891 and recorded in the Essex County Clerk's Office on November 11, 1891 in Book 101 of Deeds at page 476.

(2) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company from Nathan L. Miller, Comptroller, by deed dated February 14, 1902 and recorded in the Essex County Clerk's Office on April 5, 1902 in Book 123 of Deeds at page 575.

(3) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company, Incorporated from Andrew Bullard and Mary Bullard by deed dated June 30, 1906 and recorded in the Essex County Clerk's Office on October 21, 1906 in Book 134 of Deeds at page 155, with respect to Lot 9, subdivision 2, subdivision 9, and subdivision 11.

(4) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company, Incorporated by Martin H. Glynn, Comptroller, by tax deed dated March 12, 1907 and recorded in the Essex County Clerk's Office on June 15, 1907 in Book 136 of Deeds at page 70, with respect to Lot 9, subdivision 12.

(5) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company, Incorporated from John Anderson and Mary Anderson by deed dated July 19, 1909 and recorded in the Essex County Clerk's Office on July 24, 1909 in Book 140 of Deeds at page 497, with respect to Lot 9, subdivision 4 and other lands.

(6) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company, Incorporated from William Summer, Comptroller, by tax deed dated September 26, 1913 and recorded in the Essex County Clerk's Office on January 2, 1935 in Book 209 of Deeds at page 564, with respect to Lot 9, subdivision 4, subdivision 7, subdivision 9, and subdivision 12.

(7) **BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company, Incorporated from Charles Provonchia and Jennie Provonchia by deed dated February 7, 1927 and recorded in the Essex County Clerk's Office on February 11, 1927 in Book 185 of Deeds at page 531.

TOGETHER WITH the reversionary rights as reserved by Finch, Pruyn and Company in the following deeds:

- (a) Conveyance to MacIntyre Iron Company from Finch, Pruyn and Company, Incorporated dated February 7, 1913 and recorded in the Essex County Clerk's Office on February 11, 1913 in Book 148 of Deeds at page 90.
- (b) Conveyance to MacIntyre Iron Company from Finch, Pruyn and Company, Incorporated dated February 7, 1913 and recorded in the Essex County Clerk's Office on February 11, 1913 in Book 148 of Deeds at page 105.

- (c) Conveyance to MacIntyre Iron Company from Finch, Pruyn and Company, Incorporated dated February 7, 1913 and recorded in the Essex County Clerk's Office on February 11, 1913 in Book 148 of Deeds at page 109.

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,144 as Project: Essex No. 460B (being Tax Map Parcel Nos. 112.04-2-20 (Parcel 2); 112.04-2-22 (Parcel 3); and that portion of 124.00-2-1.025, which lies south of the southerly highway boundary line of Blue Ridge Road (Parcel 1), as shown on said Compiled Map), for further reference.

SCHEDULE 2 CONTINUED

"High Peaks Block - Town of North Hudson, Blue Ridge Road Tract, Project: Essex 461B"

ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND LOCATED IN THE TRACT WEST OF ROAD PATENT, situate lying and being in the Town of North Hudson, County of Essex and State of New York, bounded and described as follows:

- (1) **Lot 17.** That part thereof lying north of the Blue Ridge Road and contained in the following description:

BEGINNING at a birch tree marked 16, 17, being the northwest corner of Lot No. 16; thence

1. Along the west bounds thereof South 40 chains to a stake 7 links north from a birch tree marked 16, 17, 20, 21; thence
2. West 74 chains and 59 links to a stake eleven (11) links northwest from a hemlock tree marked 17, 19 in the southerly bounds of the forty-fourth (44) township. Totten and Crossfield's Purchase; thence
3. Along the southerly bounds thereof North 59 degrees 10 minutes East seventy-eight (78) chains and six (6) links to a stake five (5) links north from a birch sapling marked 7, 17, being the southwest corner of Lot No. Seven (7); thence
4. Along the south bounds thereof East seven (7) chains and fifty-eight (58) links to the place of beginning, containing about 164 acres of land, as the lot has been surveyed and is described in the field book on file in the Office of the Secretary of State;

EXCEPTING, however, and reserving therefrom all that parcel of land described as follows:

BEGINNING at a cedar stake and stones 10 rods south of the center of the highway a little west of the Flint dwelling. This stake and stones is the northeast corner of the parcel hereby conveyed and is marked 1 and letter A on the west side and B on the south side; thence south across the Branch east of the Flint mill until you strike the east and west line, being the south line of Mary H. Clough's Lot 17; thence west on said south line to the southwest corner of said lot; thence northerly on the 44th Township line to a wood road built by George G. Dudley in the year 1871, running from his log job to the middle of the highway opposite the Mary H. Clough dwelling; thence following said wood road in an easterly direction to the beginning. Also right of way from the above described Mill Lot to the main highway, (said exception being further identified on the hereinafter described Compiled Map as being Essex County Real Property Tax Map Parcel No. 113.04-2-15, being lands conveyed from James J. Morano to Kenneth Flagg, by deed dated July 22, 1998 and recorded in the Essex County Clerk's Office on July 28, 1998 in Book 1182 of Deeds at Page 236).

ALSO EXCEPTING and reserving therefrom a strip of land six (6) rods in width across said lands, the center line of said strip being described as follows:

BEGINNING at a point in the boundary line between the lands hereby conveyed and lands of Emerson Woodware and Company, where said line as now surveyed intersects said boundary line; running from thence in a westerly direction as now surveyed to a point in the boundary line between the lands above conveyed and the lands of Rosa Ryan, according to a survey and map made by R. C. Rolls, and filed in the Essex County Clerk's Office on the 23rd day of March, 1909, and constituting the right of way of the Champlain & Sanford Railroad Company, (said exception being further identified on the hereinafter described Compiled Map as being Essex County Real Property Tax Map Parcel No. 113.04-2-14, being lands conveyed from William Clough and Mary Clough to Champlain & Sanford Railroad Company, by deed dated January 25, 1911 and recorded in the Essex County Clerk's Office in Book 143 of Deeds at Page 538 and by Warren W. Flint and Grover C. Flint to Champlain & Sanford Railroad Company, by deed dated January 23, 1911 and recorded in the Essex County Clerk's Office in Book 143 of Deeds at Page 540, also being part of the lands conveyed from the Champlain & Sanford Railroad Company to National Lead Company by an undated deed which was recorded in the Essex County Clerk's Office on October 6, 1942 in Book 234 of Deeds at Page 201).

INTENDING to hereby convey a portion of the premises conveyed to Warren W. Flint and Grover C. Flint by Mary H. Clough and William H. Clough by two certain deeds - the first dated September 20, 1910 and recorded in the Essex County Clerk's Office on October 14, 1910 in Book 143 of Deeds at page 196; and the second dated January 11, 1911, recorded in the Essex County Clerk's Office on January 9, 1916 in Book 153 of Deeds at page 515.

TOGETHER WITH all rights therein acquired by deed from O. Flint Clough, Louise R. Clough and Vivian Viveia Woodruff, bearing date the 9th day of September 1928;

(2) **Lot 20.** Tract West of the Road Patent, that portion identified as Tax Map Parcel 113.20-1-27, lying south of the Blue Ridge Road and north of lands now or formerly of National Lead Company, and described as follows: All of the undivided one-sixth (1/6) part of all that tract or parcel of land, situate in the Town of North Hudson, County of Essex, State of New York, as laid down on a map thereof, and being a part of Lot Number Twenty (20) of Tract West of Road Patent, described as follows: **BEGINNING** in the center of the highway known as the Branch Road, where the private road leading from the Grimes Mill intersects said highway, 11 links North from an old pine stump; **THENCE** along the center of the highway North 63 degrees West six chains; **THENCE** South 10 degrees West 50 links; **THENCE** North 80 degrees West 1 chain; **THENCE** South 10 degrees West across the swamp to the bank of the Mill Pond 2 chains 50 links; **THENCE** across said pond to the center of the bridge crossing the brooks near Cazza's house 8 chains 39 links; **THENCE** along the road in front of Cazza's house 30 chains 50 links to a cedar stake; **THENCE** North 20 degrees East 10 chains across the river to the center of the highway near a pine stump, the place of beginning; containing about three and one-half (3½) acres of land, be the same more or less, as surveyed by Frank Potter in the Fall of the year 1890, and upon which was formally situated a sawmill, buildings and machinery occupied by one Edwin Grimes; meaning hereby to convey the said mill site and adjoining grounds as heretofore used and occupied by said Grimes and the dam and land covered by the waters of the dam; subject, however, to the right and easement of the party of the second part to use the ponds and streams on said premises for floating and hauling logs and the right to improve said streams and the right to build dams and flow the premises therefor; and further subject to the right and easement of the Lake Champlain and Sanford Railroad, or its successors and assigns, to a right-of-way across said premises for railway purposes.

(2a) **2010 FINCH QUITCLAIM DEED (PORTION OF TAX MAP PARCEL 113.20-1-27)**

ALL THAT PIECE, PARCEL OR TRACT OF LAND situate, lying and being in the Town of North Hudson, County of Essex and State of New York, described as follows:

Tract West of Road Patent – all that portion of Lot 20 bounded and described as follows:

All of that first described parcel conveyed by William H. & Mary H. Clough to Jeremiah W. Finch, Samuel Pruyn, & George F. Underwood in a deed dated October 15, 1890, recorded February 13, 1891 in Liber 99 page 580, more particularly described in said deed as that portion of Lot 20 on which is situated the Saw Mill, buildings, and machinery, now occupied by Edwin Gieves, containing from four to six acres of land more or less.

Intending to describe Essex County Tax parcel 113.20-1-27 as shown on Essex County Tax map dated March, 2008.

BEING a portion of the premises conveyed by Pruyn & Company, Incorporated f/k/a/ Finch, Pruyn & Company, Incorporated to The Nature Conservancy, Inc. by Quitclaim Deed dated December 6, 2010 and recorded in the Essex County Clerk's Office on December 6, 2010 in Book 1654 of Deeds at Page 7.

(3) **Lot 21.** Lying north and south of the Blue Ridge Road and identified as being a portion of Essex County Real Property Tax Map Parcel 114.03-2-8.003 (north of the Blue Ridge Road) and identified as being a portion of Essex County Real Property Tax Map Parcel No. 114.03-2-10.005 (south of the Blue Ridge Road), as said tax map parcels are shown on the hereinafter described Compiled Map.

EXCEPTING lands now or formerly of National Lead Company (being further identified as being Essex County Real Property Tax Map Parcel 113.04-3-1 being further identified as being a portion of the lands conveyed from the Champlain & Sanford Railroad Company to National Lead Company by an undated deed which was recorded in the Essex County Clerk's Office on October 6, 1942 in Book 234 of Deeds at Page 201), as said tax map parcel is shown on the hereinafter described Compiled Map.

(4) **Lot 22.** Lying north and south of Blue Ridge Road and identified as being a portion of Essex County Real Property Tax Map Parcel 114.03-2-8.003 (north of the Blue Ridge Road) and identified as being a portion of Essex County Real Property Tax Map Parcel 114.03-2-10.005 (south of the Blue Ridge Road) (as shown on the hereinafter described Compiled Map); **BEGINNING** at a stake 4 links South from beech tree marked 21, 22, 27 and 28, being the southeast corner of No. 21, then along the east bounds thereof North 40 chains to a stake 20 links Northwest from a beech tree marked 15, 16, 21 and 22, being the Southwest corner of Lot 15; then along the South bounds thereof East 40 chains to a stake 9 links North from a hemlock tree marked 14, 15, 22 and 23; then South 40 chains to a stake 14 links South from a beech tree marked 22, 23, 26 and 27; then West 40 chains to the place of beginning, containing 160 acres.

TOGETHER WITH the reversionary rights as reserved by Finch, Pruyn and Company in the following deeds:

- (a) Conveyance to MacIntyre Iron Company from Finch, Pruyn and Company, Incorporated dated February 7, 1913 and recorded in the Essex County Clerk's Office on February 11, 1913 in Book 148 of Deeds at page 90.
- (b) Conveyance to MacIntyre Iron Company from Finch, Pruyn and Company, Incorporated dated February 7, 1913 and recorded in the Essex County Clerk's Office on February 11, 1913 in Book 148 of Deeds at page 109.

(5) **Lot 23.** Lying north and south of Blue Ridge Road and identified as being a portion of Essex County Real Property Tax Map Parcel 114.03-2-8.003 (north of the Blue Ridge Road) and identified as being a portion of Essex County Real Property Tax Map Parcel 114.03-2-10.005 (south of the Blue Ridge Road) (as shown on the hereinafter described Compiled Map); 150.4 acres, more or less, being all that remains of the lot after excepting therefrom the right-of-way of the Champlain and Sanford Railroad Company. (said exception being further identified as being part of Essex County Real Property Tax Map Parcel 114.03-3-1.000, being further identified as being a portion of the lands conveyed from the Champlain & Sanford Railroad Company to National Lead Company by an undated deed which was recorded in the Essex

County Clerk's Office on October 6, 1942 in Book 234 of Deeds at Page 201, as said tax map parcel is shown on the hereinafter described Compiled Map).

(6) **Lot 26.** That part identified as Tax Map Parcel 125.01-1-4 lying south of lands now or formerly of National Lead Company (Tax Map Parcel 125.01-1-5). 155.2 acres, more or less, being all that remains of the lot after excepting therefrom 4.8 acres thereof, covered by the right-of-way of the Champlain and Sanford Railroad Company.

BEING A PORTION OF THE PREMISES conveyed by Finch, Pruyn & Company, Incorporated to Adirondack Woodlands LLC by deed dated June 18, 2007 and recorded in the Essex County Clerk's Office on June 25, 2007 in Book 1540 of Deeds at Page 102.

(7) 2010 FINCH QUITCLAIM DEED (PORTION OF TAX MAP PARCEL 114.03-2-10.005)

ALL THAT PIECE, PARCEL OR TRACT OF LAND situate, lying and being in the Town of North Hudson, County of Essex and State of New York, described as follows:

Tract West of Road Patent – all that portion of Lot 26, bounded on the north by Lot 23 conveyed by The Nature Conservancy Inc. to Upper Hudson Woodlands ATP, LP dated March 27, 2009, recorded on March 30, 2009 as document number 2009-00001288, Liber 1601 page 1, bounded on the east by the west line Lot 25, also being lands appropriated by the People of the State of New York, as shown on map number 2648A on file in the Albany office of the New York State Department of Environmental Conservation, bounded on the south and west by a parcel of land conveyed from Edward Shearson, et al, surviving Directors of the Champlain & Sanford Railroad Company to the National Lead Company in a deed recorded on October 6, 1942, in Liber 234 page 201.

The above described parcel combined with that portion of Lot 26 conveyed in aforesaid Liber 1601 page 1 is intended to convey all that portion of Lot 26 that was conveyed from Bertha W. Carson and John R. Carson to Finch, Pruyn, & Company in a deed dated February 22, 1924, and recorded on February 27, 1924 in Liber 176 page 137.

Intending to describe a portion of Essex County Tax parcel 114.03-2-10.005 as shown on Essex County Tax map dated March, 2008.

BEING a portion of the premises conveyed by Pruyn & Company, Incorporated f/k/a/ Finch, Pruyn & Company, Incorporated to The Nature Conservancy, Inc. by Quitclaim Deed dated December 6, 2010 and recorded in the Essex County Clerk's Office on December 6, 2010 in Book 1654 of Deeds at Page 7.

**SOURCE OF TITLE FOR
LOTS 17, 20, 21, 22, 23 AND 26**

(1) **SOURCE OF TITLE FOR LOT 17.** BEING a portion of the premises conveyed to Finch, Pruyn & Company, Incorporated from Warren W. Flint, Margaret Flint, Grover C. Flint and Ida Flint by deed dated November 27, 1928 and recorded in the Essex County Clerk's Office on December 7, 1928 in Book 191 of Deeds at page 558.

(2) **SOURCE OF TITLE FOR LOT 20.** BEING a portion of the premises conveyed to Jeremiah W. Finch, Samuel Pruyn & George F. Underwood from William H. & Mary H. Clough by deed dated October 15, 1890 and recorded in the Essex County Clerk's Office on February 13, 1891 in Book 99 of Deeds at Page 580.

AND BEING the premises conveyed to Finch Pruyn & Company, Inc., from George N. Ostrander and Harriet E. Ostrander by corrective deed dated November 17, 1928 and recorded in the Essex County Clerk's Office on December 5, 1928 in Book 191 of Deeds at page 531.

(3) **SOURCE OF TITLE FOR LOT 21.** BEING the same premises conveyed to Finch Pruyn & Company, Inc., from Arthur Freeman and Louisa Freeman by deed dated May 9, 1925, and recorded in the Essex County Clerk's Office on May 29, 1925 in Book 180 of Deeds at page 144.

(4) **SOURCE OF TITLE FOR LOT 22.** BEING a portion of the premises conveyed to Finch Pruyn and Company from Phoebe M. Bloomingdale by deed dated November 9, 1891, and recorded in the Essex County Clerk's Office on November 11, 1891, in Book 101 of Deeds at page 476.

(5) **SOURCE OF TITLE FOR LOTS 23 AND 26.** BEING the premises conveyed to Finch Pruyn and Company, Inc., by Bertha W. Carson and John R. Carson by deed dated February 22, 1924, and recorded in the Essex County Clerk's Office on February 27, 1924, in Book 176 of Deeds at page 137.

SUBJECT TO THE FOLLOWING:

1) The terms and conditions set down in an agreement between Finch, Pruyn & Co., Inc. and MacIntyre Iron Company, dated February 7, 1913, recorded in the Essex County Clerk's Office on February 11, 1913 in Book 148 of Deeds at Page 90.

2) The terms and conditions of an easement granted from Finch, Pruyn & Co., Inc. to National Lead Company, dated June 3, 1968 and recorded in the Essex County Clerk's Office on August 13, 1968 in Book 468 of Deeds at Page 174. (See Multi Party Agreement made December 9, 2003 by and among NL Industries, Inc., Kronos, Inc., Open Space Conservancy, Inc., and Finch, Pruyn and Company, Inc., recorded on December 6, 2010 in Volume 30, Page 167 of Miscellaneous Records of the Essex County Clerk, which states that "NL no longer needs

the Power-Line Right of Way and wishes to enter an agreement to relinquish such right of way to Finch and to be relieved of all liability for the removal of poles and wires..."

3) The terms and conditions of an easement granted from Finch, Pruyn & Co., Inc. to National Lead company, dated November 28, 1941 and recorded in the Essex County Clerk's Office on January 21, 1942 in Book 231 of Deeds at Page 85. (See Multi Party Agreement made December 9, 2003 by and among NL Industries, Inc., Kronos, Inc., Open Space Conservancy, Inc., and Finch, Pruyn and Company, Inc., recorded on December 6, 2010 in Volume 30, Page 167 of Miscellaneous Records of the Essex County Clerk, which states that "NL no longer needs the Power-Line Right of Way and wishes to enter an agreement to relinquish such right of way to Finch and to be relieved of all liability for the removal of poles and wires..."")

4) The terms and conditions of an easement granted from Finch, Pruyn & Co., Inc. to National Lead Company, dated January 24, 1942 and recorded in the Essex County Clerk's Office on June 29, 1942 in Book 232 of Deeds at Page 328. (See Multi Party Agreement made December 9, 2003 by and among NL Industries, Inc., Kronos, Inc., Open Space Conservancy, Inc., and Finch, Pruyn and Company, Inc., recorded on December 6, 2010 in Volume 30, Page 167 of Miscellaneous Records of the Essex County Clerk, which states that "NL no longer needs the Power-Line Right of Way and wishes to enter an agreement to relinquish such right of way to Finch and to be relieved of all liability for the removal of poles and wires..."")

5) The terms and conditions set down in an easement from Finch, Pruyn & Co., Inc. to Niagara Mohawk Power Corporation and Verizon, New York, Inc. dated April 2, 2003 and recorded in the Essex County Clerk's Office on April 17, 2006 in Book 1486 of Deeds at Page 219. (see Exhibit C, Schedule B, Item 11H(a) of aforesaid Correction/Confirmatory deed)

6) Lands acquired from Finch, Pruyn & Co., Inc. for highway purposes by the County of Essex in connection with the Tahawus-Schroon River, County Road 2B, by deed dated January 7, 1981 and recorded in the Essex County Clerk's Office on February 9, 1981 in Book 725 of Deeds at Page 66. (see Exhibit C, Schedule B, Item 3H of aforesaid Correction/Confirmatory deed)

7) Adirondack Park Agency Permit No. 92-7 issued February 17, 1993, the terms and conditions of which are binding upon the heirs, successors and assigns of the grantors and all subsequent grantees, which permit was recorded in the Essex County Clerk's Office on February 26, 1993 in Book 32 of APA Permits at page 240. (see Exhibit C, Schedule B, Item 11H(b) of aforesaid Correction/Confirmatory deed)

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,145 as Project: Essex 461B (being Tax Map Parcel Nos. 113.04-2-11, 113.20-1-27, 114.03-2-8.003, 114.03-2-10.005, 125.01-1-4 and a portion of 124.00-2-1.025, as shown on said Compiled Map) lying north of the Blue Ridge Road for further reference.

SCHEDULE 3**"High Peaks Block - Towns of Newcomb and Minerva, Chain Lakes Tract, Project: Essex 462B"**

ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND, situate lying and being in the Towns of Newcomb and Minerva, County of Essex and State of New York, bounded and described as follows:

1. **TOWNSHIP 20, TOTTEN AND CROSSFIELD'S PURCHASE.** Those lots located in the Town of Minerva and Newcomb enumerated as follows:

- 1) Lot 70 - that portion of Lot 70 located in Essex County
- 2) Lot 80 - that portion of Lot 80 located in Essex County
- 3) Lots 89 & 90 - that portion of Lots 89 & 90 located in Essex County
- 4) Lot 99 - that portion of Lot 99 located in Essex County, Lot 100
- 5) Lots 104, 105, 106, 107, 108, 109 and 110
- 6) Lot 118, 119
- 7) Lot 120 **EXCEPTING THEREFROM** a 7.5 acre parcel owned by Cornell University, being lands conveyed by Finch, Pruyn & Co., Inc. to Cornell University by deed dated October 24, 1960 and recorded in the Essex County Clerk's Office on November 7, 1960 in Book 384 of Deeds at Page 325 (being further identified on the hereinafter described Compiled Map as being Essex County Real Property Tax Map Parcel 108.00-3-1).
- 8) Lots 128, 129 & 130

Being all or a portion of lands conveyed to Finch Pruyn & Company, Incorporated and its immediate predecessors in the following deeds:

Township 20, Farrand N. & Susan E. Benedict by deed dated November 1, 1866, recorded in the Essex County Clerk's Office on July 6, 1867 in Book 60 at Page 461; Daniel J. & Isabel Finch by deed dated September 18, 1885, recorded in the Essex County Clerk's Office on December 29, 1885 in Book 91 at Page 379; Daniel J. & Isabel Finch by deed dated September 18, 1885, recorded in the Essex County Clerk's Office on December 29, 1885 in Book 91 at Page 383; Cornell University by deed dated October 19, 1960, recorded in the Essex County Clerk's Office on October 26, 1960 in Book 384 of Deeds at Page 41; and Comptroller tax deed from the State of New York dated September 26, 1913, recorded in the Essex County Clerk's Office on November 7, 1934 in Book 209 at Page 361. Malinda Ricketson and John H. Ricketson by deed dated March 11, 1899 and recorded in the Essex County Clerk's Office on December 20, 1899 in Book 118 at Page 289; Comptroller tax deed from the State of New York dated October 14, 1901, recorded in the Essex County Clerk's Office on October 24, 1901 in Book 122 at Page 495; Comptroller tax deed from the State of New York dated February 14, 1902, recorded in the Essex County Clerk's Office on April 5, 1902 in Book 123 at Page 575; Comptroller tax deed from the State of New York dated October 07, 1903, recorded in the Essex County Clerk's Office on September 22, 1915 in Book 153 at Page 107; Comptroller tax deed from the State of

New York dated October 07, 1903, recorded in the Essex County Clerk's Office on September 22, 1915 in Book 153 at Page 108; Comptroller tax deed from the State of New York dated October 07, 1903, recorded in the Essex County Clerk's Office on September 22, 1915 in Book 153 at Page 109; Comptroller tax deed from the State of New York dated October 07, 1903, recorded in the Essex County Clerk's Office on September 22, 1915 in Book 153 at Page 112; Comptroller tax deed from the State of New York dated October 07, 1903, recorded in the Essex County Clerk's Office on September 22, 1915 in Book 153 at Page 118; Comptroller tax deed from the State of New York dated September 26, 1913, recorded in the Essex County Clerk's Office on December 07, 1934 in Book 209 at Page 361.

2. **TOWNSHIP 18, TOWNS OF NEWCOMB & MINERVA, ESSEX COUNTY**, and in particular those lots in the north two-thirds of Township 18, enumerated as follows:

- 1) Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12
- 2) Those portions of Lots 13, 14, 15, 16, 17 and 18 which lie northerly of the hereinafter described "new division line"
- 3) Lots 19, 20, 21, 22, 23 and 24
- 4) Those portions of Lots 25, 26, 27, 32 and 33 which lie northerly of the hereinafter described "new division line"
- 5) Those portions of Lots 42 and 43 which lie northerly of the hereinafter described "new division line"
- 6) That portion of Lot 44 (lying westerly of lands conveyed to Tahawus Club Inc. and Zack Purchase Inc. See exception (6) below)
- 7) That portion of Lot 45 which lies northerly of the hereinafter described "new division line"
- 8) That portion of Lot 46 which lies easterly of the hereinafter described "new division line", and
- 9) That portion of Lot 66 which lies northerly of the hereinafter described "new division line."

Being all or a portion of lands conveyed to Finch Pruyn & Company, Incorporated and its immediate predecessors in the following deeds:

Township 18, William S. Sherman and wife and others by deed dated June 26, 1897, recorded in the Essex County Clerk's Office on 7/23/1897, Book 114, page 43; Henry L. Sherman and wife by deed dated January 2, 1899, recorded in the Essex County Clerk's Office on 1/17/1899, Book 116, Page 541; Glens Falls Paper Mill Company, by deed dated September 17, 1897, recorded in the Essex County Clerk's Office on 9/23/1897, Book 114, Page 412; Cornelius A. Waldron, Referee, by deed dated January 12, 1899, recorded in the Essex County Clerk's Office 1/17/1899, Book 116, Page 543; Raquette Falls Land Company, by deed dated March 31, 1904, recorded in the Essex County Clerk's Office on April 7, 1904, Book 128 at Page 474; International Paper Company by deed dated November 19, 1929, recorded in the Essex County Clerk's Office on 12/4/1929, Book 195, Page 327; International Paper Company, by deed dated May 16, 1947, recorded in the Essex County Clerk's Office on May 26, 1947, Book 251, Page 137; the following Comptrollers tax deeds from the State of New York conveying parts or

all of the above premises, one dated March 14, 1902, recorded in the Essex County Clerk's Office on October 21, 1903 in Book 127 at Page 454; one dated March 14, 1902, recorded in the Essex County Clerk's Office on January 15, 1937, Book 215 at Page 156; one dated March 14, 1902, recorded in the Essex County Clerk's Office on January 15, 1937 in Book 215, Page 162; one dated March 14, 1902, recorded in the Essex County Clerk's Office on October 21, 1903 in Book 127 at Page 451; one dated March 5, 1907, recorded in the Essex County Clerk's Office on June 15, 1907 in Book 136, Page 73; and one dated September 26, 1913, recorded in the Essex County Clerk's Office on November 7, 1934 in Book 209, Page 361.

EXCEPTING AND RESERVING from the foregoing Township 18 and Township 20 premises, all or those portions of the following which apply, described in the following deeds:

- (1) Conveyance from Finch, Pruyn & Co., Inc. to the Otter Pond Club, Inc. by deed dated August 16, 1955, recorded in the Essex County Clerk's Office on August 31, 1955 in Book 327 of Deeds at Page 207 (being further identified on the hereinafter described Compiled Map as being Essex County Real Property Tax Map Parcel 120-1-10.028).
- (2) Conveyance from Finch Pruyn & Co., Inc. to the Goodnow Flow Association, Inc. by deed dated 1964, acknowledged July 1, 1964 and recorded in the Essex County Clerk's Office on August 5, 1964 in Book 423 of Deeds at Page 275 (being further identified as generally, the lands underwater of Goodnow Flow).
- (3) Conveyance from Finch, Pruyn & Co. Inc. to the Goodnow Flow Association, Inc. by deed dated December 2, 1992 and recorded in the Essex County Clerk's Office on December 30, 1992 in Book 1031 of Deeds at Page 218 (being further identified as generally, the lands underwater of Goodnow Flow).
- (4) Conveyance from Finch, Pruyn & Co., Inc. to the Town of Newcomb for highway purposes, by deed dated July 1, 1961 and unrecorded.
- (5) Conveyance from Finch Pruyn & Co., Inc. to the Town of Newcomb for highway purposes, by deed dated October 12, 1956 and recorded in the Essex County Clerk's Office in Book 347 of Deeds at Page 355 (being further identified as a Town Road with a 3 rod width (49.5'), called Goodnow Flow Road running generally along the southerly line of the lots on the south side of Goodnow Flow from the east line of the Otter Pond Club lands, easterly around the east end of the Goodnow Flow and then back westerly generally along the northern line of the lots on the north side of Goodnow Flow to its intersection with Woody's Road and then proceeds northeasterly to New York State Route 28).
- (6) Conveyance to John Anderson, Jr., by deed dated February 17, 1913, and recorded in the Essex County Clerk's Office on March 15, 1913, in Book 148 of Deeds at page 202 (being further identified on the hereinafter described Compiled Map as being within Essex County Real Property Tax Map Parcel 120.00-1-12.015 owned by Tahawus Club Inc. and Zack Purchase, Inc.).

(7) Conveyance from Finch, Pruyn & Co., Inc. to the County of Essex, by deed dated May 7, 2003 and recorded in the Essex County Clerk's Office on June 5, 2003 in Book 1362 of Deeds at page 122 (being further identified on the hereinafter described Compiled Map as being Essex County Real Property Tax Map Parcel 120.18-2-50 and described as being a portion of Goodnow Flow Road on the east end of Goodnow Flow, which was acquired by the County of Essex for the purpose of the relocation of a public road (Goodnow Flow Road) and Goodnow Flow bridge in accordance with APA Project Permit No. 2002-116. This same parcel was subsequently conveyed from the County of Essex to the Town of Newcomb by deed dated September 10, 2008 and recorded in the Essex County Clerk's Office on September 19, 2008 in Book 1585 of Deeds at Page 303).

(8) Also excepting over 300 parcels and rights of way fronting on and contiguous to Goodnow Flow conveyed to various individuals, lying within an area of approximately 350 acres adjacent to Goodnow Flow.

FURTHER EXCEPTING AND RESERVING as they may apply:

1. Land acquired for highway purposes by the County of Essex for the Newcomb-Long Lake Part 1 State Highway No. 5188 by deed dated April 9, 1912 and recorded in the Essex County Clerk's Office in Book 146 of Deeds at Page 444. (see Exhibit C, Schedule B, Item 5H of aforesaid Correction/Confirmatory deed)
2. Land acquired for highway purposes by the County of Essex for the Newcomb-Long Lake Part 1 State Highway No. 5188 by deed dated April 9, 1912 and recorded in the Essex County Clerk's Office in Book 146 of Deeds at Page 447. (see Exhibit C, Schedule B, Item 5H of aforesaid Correction/Confirmatory deed)
3. Land acquired for highway purposes by the County of Essex for the Newcomb-Long Lake Part 1 State Highway No. 5188 by deed dated April 9, 1912 and recorded in the Essex County Clerk's Office in Book 146 of Deeds at Page 448. (see Exhibit C, Schedule B, Item 5H of aforesaid Correction/Confirmatory deed)
4. Land acquired for highway purposes by the County of Essex for the Newcomb-Long Lake Part 1 State Highway No. 5188 by deed dated April 9, 1912 and recorded in the Essex County Clerk's Office in Book 146 of Deeds at Page 450. (see Exhibit C, Schedule B, Item 5H of aforesaid Correction/Confirmatory deed)
5. Land acquired for highway purposes by the County of Essex for the Newcomb-Long Lake Part 1 State Highway No. 5188 by Appropriation and recorded on February 10, 1959 in the Essex County Clerk's Office in Book 366 of Deeds at Page 361. (see Exhibit C, Schedule B, Item 5H of aforesaid Correction/Confirmatory deed)

TOGETHER WITH a right of way reserved in a deed from Finch, Pruyn & Co., Inc. to Cornell University over a portion of Cornell Road, by deed dated October 24, 1960 and recorded in the Essex County Clerk's Office on November 7, 1960 in Book 384 of Deeds at page 325.

SUBJECT TO THE FOLLOWING:

- 1) Rights to use gravel from four existing gravel pits as granted in a conveyance from Finch Pruyn & Co., Inc. to the Town of Newcomb for highway purposes, by deed dated October 12, 1956 and recorded in the Essex County Clerk's Office in Book 347 of Deeds at Page 355 (see Exhibit C, Schedule B, Item 13H(l) of aforesaid Correction/Confirmatory deed.)
- 2) A right of way in common with all others similarly situated upon, along and over the gravel road to the state highway, granted in a deed from Finch, Pruyn & Co., Inc. to the Otter Pond Club, Inc. by deed dated August 16, 1955, recorded in the Essex County Clerk's Office on August 31, 1955 in Book 327 of Deeds at Page 207 (currently known as Goodnow Flow Road, a town road)
- 3) An easement granted by Finch, Pruyn & Co., Inc. to New York State Electric & Gas Corporation over Woody's Road, dated August 1, 2003 and recorded in the Essex County Clerk's office on September 8, 2003 in Book 1372 of Deeds at Page 248. (see Exhibit C, Schedule B, Items 13H(c) of aforesaid Correction/Confirmatory deed)
- 4) Adirondack Park Agency Permit No. 86-108 issued June 17, 1986, the terms and conditions of which are binding upon the heirs, successors and assigns of the grantors and all subsequent grantees, which permit was recorded in the Essex County Clerk's Office on June 20, 1986 in Book 19 of APA Permits at page 169. (see Exhibit C, Schedule B, Item 13H(r) of aforesaid Correction/Confirmatory deed)
- 5) Adirondack Park Agency Permit No. 87-25 issued November 24, 1987, the terms and conditions of which are binding upon the heirs, successors and assigns of the grantors and all subsequent grantees, which permit was recorded in the Essex County Clerk's Office on December 3, 1987 in Book 21 of APA Permits at page 95. (see Exhibit C, Schedule B, Item 13H(s) of aforesaid Correction/Confirmatory deed)
- 6) Adirondack Park Agency Permit No. 2008-211 issued December 30, 2008 which permit was recorded in the Essex County Clerk's Office on January 22, 2009 in Book 78 of APA Permits at Page 201. (see Exhibit C, Schedule B, Item 12H(a) of aforesaid Correction/Confirmatory deed)
- 7) Adirondack Park Agency Permit No. 2008-211 issued January 22, 2009 which permit was recorded in the Essex County Clerk's Office on January 28, 2009 in Book 78 of APA Permits at Page 250. (see Exhibit C, Schedule B, Item 12H(b) of aforesaid Correction/Confirmatory deed)

ALSO SUBJECT TO THE FOLLOWING which are more fully described in Exhibit "B2" Reservations of Rights of Way in a conveyance from The Nature Conservancy, Inc. to Upper Hudson Woodlands ATP, LP by deed dated March 27, 2009 and recorded in the Essex County Clerk's Office on March 30, 2009 in Book 1601 of Deeds at Page 1.

- 1) Goodnow River Winter Road - ROW
- 2) Woody's Road and Cornell Road - ROW
- 3) Cornell Road - ROW

TOGETHER WITH THE FOLLOWING which are more fully described in Exhibit "B1" Grants of Rights of Way in a conveyance from The Nature Conservancy, Inc. to Upper Hudson Woodlands ATP, LP by deed dated March 27, 2009 and recorded in the Essex County Clerk's Office on March 30, 2009 in Book 1601 of Deeds at Page 1.

- 1) Woody's Road and Cornell Road - ROW

(Being further identified on the Essex County Real Property Tax Maps and on the hereinafter described Compiled Map as Tax Map Parcels 130.00-1-1.2 and 119.00-2-2.009, Town of Minerva and 120.00-1-1.2 Town of Newcomb.

3. TOWNSHIP 27 TOWN OF NEWCOMB, ESSEX COUNTY. Part of Ord's Patent, Township 27, Totten & Crossfield's Purchase, Town of Newcomb, Essex County enumerated as follows:

- 1) Lots 5, 6, 11 and 12
- 2) Lot 13 excepting from Lot 13, those portions of land described in the following 3 exceptions (which are also referred to further below under Township 27 exceptions):
 - a) Being further identified on the hereinafter described Compiled Map as being Essex County Real Property Tax Map Parcel 109-2-1, being lands conveyed from Finch, Pruyn & Co., Inc. to the Town of Newcomb, by deed dated December 26, 1974 and recorded in the Essex County Clerk's Office on December 31, 1974 in Book 582 of Deeds at Page 96 and by deed dated November 26, 1986 and recorded in the Essex County Clerk's Office on December 9, 1986 in Book 871 of Deeds at Page 309.
 - b) Being further identified on the hereinafter described Compiled Map as being Essex County Real Property Tax Map Parcel 109.15-3-18, being lands conveyed from Louis & Beverly J. Hoffis to Deborah Hoffis Tasik, by deed dated April 12, 2002 and recorded in the Essex County Clerk's Office on May 9, 2002 in Book 1319 of Deeds at Page 107 (being a parcel of land containing 0.34 acres, conveyed by Finch, Pruyn & Co, Inc. to Earl C. & Ruby B. Miner, by deed dated October 26, 1967 and recorded in the Essex County Clerk's Office on November 2, 1967 in Book 459 of Deeds at Page 577); and

c) Being further identified on the hereinafter described Compiled Map as being a portion of Essex County Real Property Tax Map Parcel 109.15-3-19, being lands conveyed from Thomas J. & Sheila M. Clancy to Gerald A. Burdick, by deed dated April 12, 2001 and recorded in the Essex County Clerk's Office on May 31, 2001 in Book 1283 of Deeds at Page 1, (said Parcel II contained within this deed is a 0.125 acre parcel of land conveyed by Finch, Pruyn & Co., Inc. to Thomas Clancy, by deed dated June 29, 1981 and recorded in the Essex County Clerk's Office on July 9, 1986 in Book 859 of Deeds at Page 220).

3) Lot 14 excepting from Lot 14, that portion of land being further identified on the hereinafter described Compiled Map as being Essex County Real Property Tax Map Parcel 109-1-30.037, being lands conveyed from Frank Bonito as Administrator of the Estate of Judith Ann Muller to K. Kristian & Margarita S. Whiteleather, by deed dated April 21, 2006 and recorded in the Essex County Clerk's Office on May 30, 2006 in Book 1491 of Deeds at Page 37 (document no. 2006-00003375).

4) Lots 15, 16, and 17

5) Lots 22 and 23 (lying easterly and northerly of lands conveyed to Tahawus Club Inc. and Zack Purchase Inc. See exception (1) below)

6) Lots 24, 25, 28 and 29

7) Lot 30 (lying northerly of lands conveyed to Tahawus Club Inc. and Zack Purchase Inc. See exception (1) below)

Being further identified on the hereinafter described Compiled Map as being Essex County Real Property Tax Map Parcel 120.00-1-1.2, being all or a portion of lands conveyed to Finch Pruyn & Company in the following deeds:

Township 27 Ord's Patent, Raquette Falls Land Company by deed dated March 31, 1904, recorded in the Essex County Clerk's Office on April 7, 1904, Book 128, Page 474; Raquette Falls Land Company by deed dated April 9, 1902, recorded in the Essex County Clerk's Office on April 15, 1902, Book 124, Page 341; Edward M. Angell, by deed dated May 10, 1919, recorded in the Essex County Clerk's Office on May 20, 1919, Book 160, Page 587; International Paper Company by deed dated May 16, 1947, recorded in the Essex County Clerk's Office on May 26, 1947 in Book 251, Page 137; Elizabeth V. Allen & Katherine A. Parrish by deed dated December 27, 1961, recorded in the Essex County Clerk's Office on February 23, 1962 in Book 397 at Page 158; the following Comptrollers tax deeds from the State of New York conveying parts or all of the above premises: one dated March 5, 1907, recorded in the Essex County Clerk's Office on June 15, 1907 in Book 136 of Deeds at Page 73; and one dated September 26, 1913 and recorded in the Essex County Clerk's Office on November 7, 1934 in Book 209 of Deeds at Page 361.

EXCEPTING AND RESERVING from the foregoing, all of those portions of the following which apply, described in the following deeds:

(1) **CONVEYANCE** from Finch, Pruyn & Co., Inc. to John Anderson, Jr., by deed dated December 29, 1916 and recorded in the Essex County Clerk's Office on January 15, 1917 in Book 156 at page 107 and by Deed dated February 17, 1913 and recorded in the Essex County Clerk's Office on March 15, 1913, in Book 148 at page 202 (being further identified on the hereinafter described Compiled Map as being within Essex County Real Property Tax Map Parcel 120.00-1-12.015 owned by Tahawus Club Inc. and Zack Purchase, Inc.).

(2) **TWO CONVEYANCES** from Finch, Pruyn & Co., Inc. to the Town of Newcomb by deed dated December 26, 1974 and recorded in the Essex County Clerk's Office on December 31, 1974 in Book 582 of Deeds at Page 96 and from Finch, Pruyn & Co., Inc. to the Town of Newcomb by deed dated November 6, 1986 and recorded in the Essex County Clerk's Office on December 9, 1986 in Book 871 of Deeds at Page 309 (both parcels together being further identified on the hereinafter described Compiled Map as being Essex County Real Property Tax Map Parcel 109.00-2-1).

(3) **CONVEYANCE** from Finch, Pruyn & Co., Inc. to Earl C. & Ruby Miner by deed dated October 26, 1967 and recorded in the Essex County Clerk's Office on November 2, 1967 in Book 459 of Deeds at Page 577 (being further identified on the hereinafter described Compiled Map as being Essex County Real Property Tax Map Parcel 109.15-3-18).

(4) **CONVEYANCE** from Finch, Pruyn & Co., Inc. to Thomas Clancy by deed dated June 29, 1981 and recorded in the Essex County Clerk's Office on July 9, 1986 in Book 859 of Deeds at Page 220 (being further identified on the hereinafter described Compiled Map as being a 0.125 acre portion of Essex County Real Property Tax Map Parcel 109.15-3-19).

(5) **CONVEYANCE** from Finch Pruyn & Co., Inc. to the Town of Newcomb, by deed dated December 3, 1947 and recorded in the Essex County Clerk's Office on April 4, 1949 in Book 266 of Deeds at page 515.

SUBJECT TO THE FOLLOWING:

1) A right of way agreement, being the third parcel in a deed from Finch, Pruyn & Co., Inc. to John Anderson, Jr. over Allen Road and Zack Road, by deed dated February 17, 1913 and recorded in the Essex County Clerk's Office on March 15, 1913 in Book 148 of Deeds at Page 202 leading to the lands presently owned by Tahawus Club, Inc. and Zack Purchase, Inc. (being further identified as being Essex County Real Property Tax Map Parcel 120.00-1-12.015). (see Exhibit C, Schedule B, Items 13H(h) of aforesaid Correction\Confirmatory deed)

2) The terms of an agreement to amend right of way between Finch, Pruyn & Co., Inc. and Leonard Anderson and Bernard Anderson over Allen Road, dated January 10, 1947 and recorded in the Essex County Clerk's Office on June 10, 1947 in Book 251 of Deeds at Page 253. (see Exhibit C, Schedule B, Items 13H(m) of aforesaid Correction\Confirmatory deed)

- 3) A 25' easement for the construction of an access road and a one acre area for a television tower and associated equipment for the Newcomb ski slope granted by Finch, Pruyn & Co., Inc. to the Town of Newcomb dated May 27, 1981 and recorded in the Essex County Clerk's Office on November 2, 1981 in Book 747 of Deeds at Page 22. (see Exhibit C, Schedule B, Items 13H(b) of aforesaid Correction\Confirmatory deed)
- 4) An easement granted by Finch, Pruyn & Co., Inc. to New York State Electric & Gas Corporation over Griffin Road, dated February 5, 1974 and recorded in the Essex County Clerk's office on March 20, 1974 in Book 563 of Deeds at Page 58. (see Exhibit C, Schedule B, Items 13H(c) of aforesaid Correction\Confirmatory deed)
- 5) A right of way agreement between Finch, Pruyn & Co., Inc. and George H.V. Allen over Allen Road, dated June 30, 1921 and recorded in the Essex County Clerk's Office on August 20, 1921 in Book 168 of Deeds at Page 174. (see Exhibit C, Schedule B, Items 13H(g) of aforesaid Correction\Confirmatory deed)
- 6) An easement agreement between Finch, Pruyn & Co., Inc. and Sunset Corporation over Allen Road, dated November 25, 1946 and recorded in the Essex County Clerk's Office on December 5, 1946 in Book 249 of Deeds at Page 203. (see Exhibit C, Schedule B, Items 13H(i) of aforesaid Correction\Confirmatory deed)
- 7) A right of way agreement between Finch, Pruyn & Co., Inc. and Elizabeth V. Allen and Katherine A. Parrish over Ord Road, dated November 30, 1961 and recorded in the Essex County Clerk's Office on February 23, 1962 in Book 397 of Deeds at Page 161. (see Exhibit C, Schedule B, Items 13H(j) of aforesaid Correction\Confirmatory deed)
- 8) Reservation of a telephone line easement in a deed from Elizabeth V. Allen & Katherine A. Parrish to Finch, Pruyn and Co., Inc. by deed dated December 27, 1961, recorded in the Essex County Clerk's Office on February 23, 1962 in Book 397 at Page 158; (see Exhibit C, Schedule B, Item 13H(k) of aforesaid Correction\Confirmatory deed)
- 9) Adirondack Park Agency Permit No. 2008-211 issued December 30, 2008 which permit was recorded in the Essex County Clerk's Office on January 22, 2009 in Book 78 of APA Permits at Page 201. (see Exhibit C, Schedule B, Item 12H(a), 13H(p) of aforesaid Correction\Confirmatory deed)
- 10) Adirondack Park Agency Permit No. 2008-211 issued January 22, 2009 which permit was recorded in the Essex County Clerk's Office on January 28, 2009 in Book 78 of APA Permits at Page 250. (see Exhibit C, Schedule B, Item 12H(b), 13H(q) of aforesaid Correction\Confirmatory deed)

ALSO SUBJECT TO THE FOLLOWING which are more fully described in Exhibit "B2" Reservations of Rights of Way in a conveyance from The Nature Conservancy, Inc. to Upper Hudson Woodlands ATP, LP by deed dated March 27, 2009 and recorded in the Essex County Clerk's Office on March 30, 2009 in Book 1601 of Deeds at Page 1.

- 1) First Left Road - ROW
- 2) Ord Falls Road/Ord Road ROW

TOGETHER WITH THE FOLLOWING which are more fully described in Exhibit "B1" Grants of Rights of Way in a conveyance from The Nature Conservancy, Inc. to Upper Hudson Woodlands ATP, LP by deed dated March 27, 2009 and recorded in the Essex County Clerk's Office on March 30, 2009 in Book 1601 of Deeds at Page 1.

- 1) Ord Falls Road/Ord Road and First Left Road - ROW

EXCEPTING AND RESERVING from the above described lands, all that portion of lands in Townships 18 & 27 which lie southerly and easterly of the hereinafter described "new division line" as shown on and being the division line between Lot 1 on the north and Lot 2 on the south as depicted on a Composite Map of the Essex Chain Project prepared by Kevin A. Hall, Land Surveyor, for The Nature Conservancy and filed in the Essex County Clerk's Office as Map No. 6342, said map is also filed as Department of Environmental Conservation Map No. 12141 in the New York State Department of Environmental Conservation, Bureau of Real Property Office at 625 Broadway, Albany, NY, said "new division line" being more particularly described as follows:

BEGINNING at the most easterly corner of Lot 6 and the most northerly corner of Lot 7 of Ord's Patent in Township 27 of Totten and Crossfield's Purchase being in the southwest line of Lot 6 of Richard's Survey in said Township 27, thence with the following 24 courses:

1. Southwesterly along the southeast bounds of Lots 6, 11, 17 and a portion of Lot 22 of said Ord's Patent, being the northwest bounds of Lots 7, 10, 18 and a portion of Lot 21 a distance of approximately 8700 feet to the northeast bounds of the property described in a deed dated March 24, 2006 from The Nature Conservancy, Inc. to Tahawus Club Inc. & Zack Purchase Inc., recorded in the Essex County Clerk's Office on March 28, 2006 in Book 1484 of Deeds at Page 93 and shown on Essex County Filed Map No. 5982, and running the following five courses along said Map No. 5982;
2. S 66°-20' E (as referenced to said Map No. 5982) a distance of approximately 550 feet to a corner;
3. S 08°-16' E 1593.8± feet (as referenced to said Map No. 5982) to a corner;
4. S 64°-41'-01" W 741.51 feet (as referenced to said Map No. 5982) to a corner;
5. S 06°-08'-44" W 3395.87 feet (as referenced to said Map No. 5982) to a corner;
6. N 82°-48'-31" W 1517.27 feet (as referenced to said Map No. 5982) to a corner;

7. Southwesterly along said "new division line" a distance of approximately 3150 feet to a ½" iron pipe plug set in a drill hole in a 1' diameter rock at grade on the south side of a wood road, said iron pipe plug being located S 34°-52'-50" W, a distance of 57,686.36 feet (as referenced to Essex County Filed Map No. 6106) from USGS Brass disk "W238" as shown on Essex County Filed Map No. 6106;
8. S 21°-13'-38" E (as referenced to Essex County Filed Map No. 6106) a distance of 185.43 feet to a ½" iron pipe plug set in a drill hole in a 5' X 4' X 3' high boulder;
9. S 56°-40'-34" W (as referenced to Essex County Filed Map No. 6106) a distance of 159.88 feet to a ½" iron pipe plug set in a drill hole in a 8' X 5' X 2' high boulder on the north edge of the Goodnow River and continuing on the same course of S 56°-40'-34" W an additional distance of approximately 40 feet for a total distance of approximately 200 feet to the centerline of the Goodnow River;
10. Northwesterly along the centerline of said Goodnow River a distance of approximately 230 feet to the east bounds of the Goodnow Flow Road as shown on Essex County Filed Map No. 5705 and running the following four courses along said Essex County Filed Map No. 5705;
11. N 55°-37'-56" E (as referenced to said Map No. 5705) approximately 265 feet to a corner;
12. N 23°-46'-38" E 137.00 feet (as referenced to said Map No. 5705) to a corner;
13. N 41°-53'-20" W 172.31 feet (as referenced to said Map No. 5705) to a corner;
14. N 46°-15'-31" W 392.79 feet (as referenced to said Map No. 5705) to a corner on the northeast bounds of Goodnow Flow Road and continuing on the same course of N 46°-15'-31" W across said road an additional distance of approximately 82 feet for a total distance of approximately 475 feet to the southwest bounds of said Goodnow Flow Road;

Note: The following three courses that run: Northwesterly, Westerly and Southwesterly are intended to be along the north bounds of the Goodnow Flow Association, described in Deed Book 423 at Page 275 and Deed Book 1031 at Page 218 and/or the north bounds of numerous Lake Lots that lie along the north shore of the Goodnow Flow, as said Lake Lots lie northerly and or southerly of town and private roadways;

15. Northwesterly along said north bounds of the Goodnow Flow Association and Lake Lots, a distance of approximately 5400 feet to a point in said bounds at or near where the Goodnow Flow Road turns northerly;
16. Westerly along said north bounds of the Goodnow Flow Association and Lake Lots as they wind and turn, a distance of approximately 9500 feet to a point on said bounds at or

near the intersection of the westerly terminus of Woody's Road with a private road running north and south, known as Cornell Road;

17. Southwesterly along said north bounds of the Goodnow Flow Association and Lake Lots, as they wind and turn, a distance of approximately 6300 feet to a point at the northwest corner of Lake Lot 274, as shown on Essex County Filed Map No. 3816, said point lying 25 feet southerly of the centerline of Cornell Road and continuing the following six courses along said "new division line", being at all times 25 feet southerly of the centerline of Cornell Road as it winds and turns;
18. Southwesterly along said southeast bounds of Cornell Road being the "new division line", as it winds and turns, a distance of approximately 8300 feet to a point at or near the intersection with Tim's Road running in a northeasterly direction from said intersection;
19. Southwesterly along said southeast bounds of Cornell Road, being the "new division line", as it winds and turns, a distance of approximately 2350 feet to a point at or near the intersection with Ward's Road running in a northwesterly direction from said intersection;
20. Southerly along said southeast bounds of Cornell Road, being the "new division line", as it winds and turns, a distance of approximately 2900 feet to a point at or near the intersection with Boots to Cornell Road running in a southeasterly direction from said intersection;
21. Southwesterly along said southeast bounds of Cornell Road, being the "new division line", as it winds and turns, a distance of approximately 1600 feet to a point at or near the intersection with Hayes Road running in a westerly direction from said intersection;
22. Southerly and then westerly along said southeast bounds of Cornell Road, being the "new division line", as it winds and turns, a distance of approximately 5900 feet to a point at or near the intersection with Stanley Brook Road running in a northerly direction from said intersection;
23. Southwesterly along said southeast bounds of Cornell Road, being the "new division line", as it winds and turns, a distance of approximately 1100 feet to its intersection with the west bounds of Township 18 Totten & Crossfield's Purchase and the east bounds of Township 19 Totten & Crossfield's Purchase, being the Essex-Hamilton County Line;
24. Southeasterly along said Essex-Hamilton County Line a distance of approximately 1000 feet to the most easterly corner of Lot 1 in said Township 19 and the most northerly corner of Lot 156 in Township 17, being the termination point of the "new division line".

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COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,146 as Project: Essex 462B (being Tax Map Parcel Nos. 119.00-2-2.009 and 130.00-1-1.2, Town of Minerva and 120.00-1-1.2, Town of Newcomb), as shown on said Compiled Map) for further reference.

HAMILTON COUNTY - Conservation Easement

ALL THOSE CERTAIN PIECES OR PARCELS OF LAND with the buildings and improvements thereon erected, lying and being a portion of the property located in the Towns of Long Lake and Indian Lake, County of Hamilton and State of New York, being more particularly described on Schedule 1, Town of Long Lake "Township 20 Tract", Project: Hamilton 314, and Schedule 2, Town of Indian Lake "Township 19 Tract", Project: Hamilton 315, Town of Indian Lake, "Blue Mountain Tract", Project: Hamilton 316, Town of Indian Lake "Township 33 Tract", Project: Hamilton 318B," and Town of Indian Lake "Good Luck Tract". Project: Hamilton 323B, attached hereto and made a part hereof.

Said lands in Schedule 1 and Schedule 2 are further depicted on maps prepared by McIntosh & McIntosh, P.C. entitled "Compiled Map Showing Sketch of a Conservation Easement to be Acquired Pursuant to Section 3-0305 of the Environmental Conservation Law" or entitled "Compiled Map Showing Sketch of Two Conservation Easements to be Acquired Pursuant to Section 3-0305 of the Environmental Conservation Law" or entitled "Compiled Map Showing Sketch of a Conservation Easement and 3 Proposed Parcels to be Acquired in Fee Pursuant to Section 3-0305 of the Environmental Conservation Law" or entitled "Compiled Map Showing Sketch of a Conservation Easement and Two Proposed Parcels to be Acquired in Fee Pursuant to Section 3-0305 of the Environmental Conservation Law" dated December 14, 2010 and Designated as follows (individually, the "Compiled Map" and collectively, the "Compiled Maps"):

- Schedule 1. Vendor – Upper Hudson Woodlands ATP, LP, Project: Hamilton 314, Map No. 12,107
- Schedule 2. Vendor – Upper Hudson Woodlands ATP, LP, Project: Hamilton 315. Map No. 12,108; Project: Hamilton 316, Map No. 12,108; Project: Hamilton 318B. Map No. 12,109 and Project: Hamilton 323B, Map No. 12,112

All Compiled Maps being dated December 14, 2010 and filed as Department of Environmental Conservation Maps in the New York State Department of Environmental Conservation, Bureau of Real Property Office at 625 Broadway, Albany, NY, said Compiled Maps being also filed in the Hamilton County Clerk's Office immediately prior hereto and of even date herewith.

TOGETHER with the rights of the grantor in and to those portions of the premises described herein which lie within the bounds of all public roads or highways. With respect to the descriptions of parcels herein that are adjacent to public roadways, unless otherwise specifically described to the contrary, it is grantor's intention to convey all right, title and interest, if any in and to the lands to the centerline of the roadway.

TOGETHER with the appurtenances, and all the estate and rights of the grantor in and to said premises.

SUBJECT to the rights of the public in and to those portions of the premises described herein which lie within the bounds of all public roads or highways and also subject to all easements, rights-of-way, covenants and restrictions of record.

SUBJECT to exceptions set forth herein and also listed in Exhibit C, Schedule B as noted in the Correction/Confirmatory deed conveyed by The Nature Conservancy, Inc. to Upper Hudson Woodlands ATP, LP referenced below. (See corresponding Exhibit C, Schedule B references following exceptions in the description below)

BEING A PORTION OF THE PREMISES conveyed by Finch, Pruyn & Company, Incorporated to Adirondack Woodlands LLC dated June 18, 2007, and recorded in the Hamilton County Clerk's Office on June 26, 2007 in Book 241 of Deeds at Page 371.

AND BEING A PORTION OF THE PREMISES conveyed by Adirondack Woodlands LLC to The Nature Conservancy, Inc. by deed dated October 1, 2007 and recorded in the Hamilton County Clerk's Office on October 4, 2007 in Book 242 of Deeds at Page 794.

AND BEING THE SAME PREMISES LOCATED IN HAMILTON COUNTY conveyed by The Nature Conservancy, Inc. to Upper Hudson Woodlands ATP, LP by deed dated March 27, 2009, and recorded in the Hamilton County Clerk's Office on March 31, 2009 in Liber 246, Page 789 and by Correction/Confirmatory Deed recorded in the aforesaid County Clerk's Office prior to and of even date herewith.

SCHEDULE 1

"High Peaks Block - Town of Long Lake, Township 20 Tract, Project: Hamilton 314"

ALL THOSE LOTS OF LAND located in the Town of Long Lake, Hamilton County and State of New York, more particularly located in Totten and Crossfield's Purchase, Township 20, more particularly described as follows:

1. **Lot 1**; excepting therefrom 7.12 acres in the southwest corner thereof conveyed by Finch, Pruyn & Company, Incorporated to Stephen D. Lamos by deed dated February 1, 1926 and recorded in the Hamilton County Clerk's Office in Book 60 at page 358, (said exception being further identified on the hereinafter described Compiled Map as Hamilton County Real Property Tax Map Parcel 26.009-2-1, being a parcel of land conveyed by Mark H. Chellis to Mark H. & Mary Lou Chellis by deed dated March 19, 1997 and recorded in the Hamilton County Clerk's Office on March 24, 1997 in Book 214 of Deeds at Page 983 and portions of Tax Map Parcel 26.009-2-2, being a parcel of land conveyed by Ella L. Murnane to Hilda Winters, Frances Engongoro and Kathleen J. Cioffi, by deed dated March 21, 2001 recorded in the

Hamilton County Clerk's Office on June 18, 2001 in Book 224 of Deeds at Page 107, and Tax Map Parcel 26.009-2-3, being a parcel of land conveyed by Maurice B. & Lillian B. Lamos to Vernon C. Jr. & Ellen Jarvis by deed dated August 27, 1993 and recorded in the Hamilton County Clerk's Office on September 10, 1993 in Book 207 of Deeds at Page 786.

ALSO excepting therefrom 50 acres more or less of land as shown on the aforementioned New York State Department of Environmental Conservation Map No. 12,107 indicated "parcel to be conveyed to the Town of Long Lake." (Tax map Parcel No. 26.00-1-5.11 as shown on the Compiled Map)

2. Lots 2, 3, 4, 5, 6 and 10;
3. Lots 12, 13, 14, 15, 16 and 20;
4. Lots 21, 22, 23, 24, 25, 26, 27, 28, 29 and 30;
5. Lots 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40;
6. Lots 41, 42, 43, 44, 45, 46, 47, 48, 49 and 50;
7. Lots 51, 52, 53, 54, 55, 56, 57, 58, 59 and 60;
8. Lots 61, 62, 63, 64, 65, 66, 67, 68, 69 and 70 (that portion of Lot 70 located in Hamilton County);
9. Lots 74, 75, 76, 77, 78, 79 and 80 (that portion of Lot 80 located in Hamilton County);
10. Lots 84, 85, 86, 87, 88, 89 (that portion of Lot 89 located in Hamilton County) and 90 (that portion of Lot 90 located in Hamilton County);
11. Lots 94, 95, 96, 97, 98 and 99 (that portion of Lot 99 located in Hamilton County);
12. Lot A being described in a deed dated December 29, 1906 to Finch, Pruyn and Company, Inc. from William C. Wilson, Comptroller of the State of New York, and recorded in the Hamilton County Clerk's Office on February 22, 1907 in Book 44 of Deeds at page 448 and described therein as follows: All the right, title and interest of the People of the State of New York in and to the following described lots, pieces or parcels of land, situate, lying and being in Great Lot "A", Township twenty (20) Hamilton County and State of New York, to wit:

First: Beginning at a stake and stone in the east line of Great Lot "A" where the same is intersected by the town line between Indian Lake and Long Lake. (This is now the county line between the Town of Long Lake in Hamilton County on the northwest and the Town of Minerva in Essex County on the southeast), running thence south sixty (60) degrees west forty (40) chains along the county line to a stake and stones; thence north thirty (30) degrees west one hundred twenty five (125) chains to a stake and stones standing in the north line of the lot; thence along the north line of the lot north sixty (60) degrees east eighty one (81) chains and fifty (50) links to the most northerly corner thereof; thence south thirty (30) degrees east sixteen (16) chains fifty (50) links to a stake; thence south sixty (60) degrees west forty one (41) chains and fifty (50) links to a stake, thence south thirty (30) degrees east one hundred eight (108) chains and forty (40) links along the bounds of the lot to the place of beginning, containing five hundred sixty eight and eighty nine hundredths (568.89) acres of land, be the same more or less.

Second: Forty (40) acres in same lot, described as follows, viz: Beginning at a stake and stones standing in the town line (now the county line) south sixty (60) degrees west seventy five (75) chains from the southeast corner of the lot; thence along the town line (now the county line) south sixty (60) degrees west twenty (20) chains to a stake and stones; thence north thirty (30) degrees west twenty (20) chains to a stake and stones; thence north sixty (60) degrees east twenty (20) chains to a stake and stones; thence south thirty (30) degrees east twenty (20) chains to the place of beginning, containing forty (40) acres of land, be the same more or less. (For clarification purposes only: This 40 acre parcel was conveyed to The People of the State of New York by Finch, Pruyn & Co, Inc. by deed dated December 9, 1964 and recorded in the Hamilton County Clerk's Office on December 9, 1964 in Book 130 of Deeds at Page 416 and is not a part of this conveyance.)

SOURCE OF TITLE

(1) **BEING** a portion of the premises conveyed to Finch, Pruyn & Company, Incorporated by Jeremiah W. Finch, Augusta E. Finch, Samuel Pruyn and Eliza J. Pruyn by deed dated November 11, 1904 and recorded in the Hamilton County Clerk's Office on December 26, 1904 in Book 41 of Deeds at page 560.

(2) **BEING** the same premises conveyed to Finch, Pruyn and Company from Nathan L. Miller by deed dated February 14, 1902 and recorded in the Hamilton County Clerk's Office on April 5, 1902 in Book 39 of Deeds at page 104, together with a number of other tax deeds that described the same premises in various manners.

(3) **ALSO BEING** those lots conveyed to Finch, Pruyn and Company, Incorporated by Cornell University by deed dated October 19, 1960 and recorded in the Essex County Clerk's Office on October 26, 1960 in Book 384 of Deeds at page 41.

EXCEPTING AND RESERVING any rights of the public in New York State Highway Route No. 28N together with any appropriations thereof for the use by the public.

EXCEPTING AND RESERVING lands appropriated for highway purposes by the State of New York for the Newcomb-Long Lake Pt.2, S.H. No. 5189, Map No. 39, Parcel Nos 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67 and 68 by Notice of Appropriation dated December 5, 1960 and recorded in the Hamilton County Clerk's Office in Book 118 of Deeds at Page 1 which was amended to include additional parties and a second Notice of Appropriation dated August 18, 1961 was recorded in the Hamilton County Clerk's Office in Book 120 of Deeds at Page 116. (see Exhibit C, Schedule B, Item 15H(a) of aforesaid Correction/Confirmatory deed)

SUBJECT to an easement granted from Finch Pruyn & Co., Inc. to New York State Electric & Gas Corporation and General Telephone Company of Upstate New York, Inc. by deed dated April 4, 1960 and recorded in the Hamilton County Clerk's Office on July 18, 1960 in Book 116 of Deeds at Page 286. (see Exhibit C, Schedule B, Item 15H(b) of aforesaid Correction/Confirmatory deed)

SUBJECT to an easement granted from Finch Pruyn & Co., Inc. to General Telephone of Upstate New York, Inc. by deed dated October 10, 1961 and recorded in the Hamilton County Clerk's Office on December 17, 1962 in Book 124 of Deeds at Page 209. (see Exhibit C, Schedule B, Item 15H(c) of aforesaid Correction/Confirmatory deed)

SUBJECT to a driveway and utility line easement from Finch Pruyn & Co., Inc. to Susan B. Keegan and Robert Burnett by deed dated June 4, 1997 and recorded in the Hamilton County Clerk's Office on July 3, 1997 in Book 215 of Deeds at Page 434. (see Exhibit C, Schedule B, Item 15H(d) of aforesaid Correction/Confirmatory deed)

SUBJECT to an assignment of easements from Contel of New York, Inc. to Citizens Telecommunications Company of New York, Inc. by deed dated June 30, 1994 and recorded in the Hamilton County Clerk's Office on July 25, 1994 in Book 209 as Deeds at Page 587. (see Exhibit C, Schedule B, Item 15H(e) of aforesaid Correction/Confirmatory deed)

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,107 as Project: Hamilton 314 (Tax Map Parcel No 26.00-1-6.1 and 26.00-1-5.12, as shown on said Compiled Map) for further reference.

SCHEDULE 2

"High Peaks Block - Town of Indian Lake, Township 19 Tract, Project: Hamilton 315"

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LYING SOUTH AND EAST OF THE CENTERLINE OF NEW YORK STATE ROUTE 28N AND 30:

1. NORTHWEST ONE-QUARTER (1/4) TOWNSHIP 19, TOTTEN AND CROSSFIELD'S PURCHASE (TAX MAP PARCEL 039.000-1-1.111). ALL THOSE PARCELS OF LAND located in the Town of Indian Lake, Hamilton County and State of New York, more particularly located in the northwesterly one-quarter (1/4) of Township 19, Totten and Crossfield's Purchase, and described as follows:

LOT 13; excepting and reserving therefrom the four exceptions described as follows:

FIRST EXCEPTION: TAX MAP 39.02. ALL THAT TRACT OR PARCEL OF LAND situate in Lot 13 in the northwesterly 1/4 of Township No. 19, Totten and Crossfield's Purchase, in the Town of Indian Lake in Hamilton County of the State of New York and bounded as follows:

BEGINNING at a point in the line separating said Township 19 from Township 34 in said Town of Indian Lake, 10 chains southeasterly from a spruce stub on the north side of the road where it crosses said line near Blue Mountain House so-called (formerly); then running northwesterly along said line 40 chains; then running in a northeasterly direction at right angles to the last mentioned line 40 chains; then running in a southeasterly direction at right angles to the last mentioned line 40 chains to the place of beginning. Making a tract of land 160 rods square and containing 160 acres and being the premises on which stands the buildings known as Blue Mountain House aforesaid and other buildings (formerly), said premises are bounded southwesterly by said Township No. 34, 160 rods and on the other three sides by lands now or formerly of Myles T. Merwin.

SECOND EXCEPTION: TAX MAP 39.019-1-12 (AS SHOWN ON THE HEREINAFTER DESCRIBED COMPILED MAP) - 1974 CONVEYANCE OF 1.09 ACRES TO TOWN OF INDIAN LAKE WATER TOWER AT BLUE MOUNTAIN. Those premises conveyed by Finch, Pruyn and Company, Incorporated to the Town of Indian Lake by deed dated December 26, 1974 and recorded in the Hamilton County Clerk's Office on January 16, 1975 in Book 164 of Deeds at page 667 and described as follows:

BEGINNING at a stone monument located at the point of intersection of the southwesterly bounds of the Blue Mountain Lake - Tupper Lake State Highway (known also as New York State Route No. 30) with the southeasterly bounds of the aforementioned Finch, Pruyn and Company parcel, and then running the following four (4) courses and distances:

1. South 48 degrees 49 minutes 44 seconds West a distance of 258.25 feet along Finch, Pruyn and Company property bounds to an iron pipe; then
2. North 29 degrees 34 minutes 07 seconds West a distance of 230.90 feet to an iron pipe located in the southeasterly bounds of the Dump Road (so-called); then
3. North 69 degrees 03 minutes 43 seconds East a distance of 260.00 feet along the bounds of the Dump Road to an iron pipe located at the intersection of the aforesaid Dump Road bounds with the southeasterly bounds of the aforesaid Blue Mountain - Tupper Lake State Highway; then
4. South 27 degrees 53 minutes 47 seconds East a distance of 140 feet along the said highway bounds to the point and place of beginning.

CONTAINING 1.09 acres of land, more or less.

THIRD EXCEPTION: TAX MAP PARCEL 39.00-1-1.2 (AS SHOWN ON THE HEREINAFTER DESCRIBED COMPILED MAP) - 1978 CONVEYANCE TO BLUE MOUNTAIN LAKE ASSOCIATION, INC. OF 50 SQUARE FEET FOR UNDERGROUND 110 VOLT CABLE FOR TRANSLATOR TELEVISION SYSTEM. **THOSE PREMISES CONVEYED** by Finch, Pruyn and Company, Incorporated to the Blue Mountain Lake Association, Inc. by deed dated November 13, 1978 and recorded in the Hamilton County Clerk's Office on December 8, 1978 in Book 174 of Deeds at page 591 and described as follows:

BEGINNING at the southwest corner of the northwest quarter of Township 19, Totten and Crossfield's Purchase, Town of Indian Lake, Hamilton County, State of New York and then running the following three (3) courses and distances:

1. North 24 degrees 30 minutes West a distance of 10 feet, more or less, to a point along the westerly boundary; then
2. South 69 degrees 30 minutes East a distance of 14 feet, more or less, to a point on the southerly line of the said northwest quarter of Township 19; then
3. South 64 degrees 30 minutes West a distance of 10 feet, more or less, along the southerly line to the place of beginning.

CONTAINING 50 square feet of land, more or less

FOURTH EXCEPTION: TAX MAP PARCEL 39.00-1-1.12 (AS SHOWN ON THE HEREINAFTER DESCRIBED COMPILED MAP) - 1986 CONVEYANCE TO TOWN OF INDIAN LAKE OF 2.7 ACRE DUMP AND DUMP ROAD. THOSE PREMISES CONVEYED by Finch, Pruyn and Company, Incorporated to the Town of Indian Lake by deed dated January 6, 1986 and recorded in the Hamilton County Clerk's Office on March 14, 1986 in Book 189 of Deeds at page 895 and described as follows:

ALL THAT PARCEL OF LAND located in Lot No. 13 in Township 19 of the Totten and Crossfield's Purchase, **BEGINNING** at a stake and stones on the southerly edge of the dump road, so called, said point being located the courses and distances hereinafter stated, from the intersection of the center line of the said dump road, and the westerly edge of the right-of-way for New York State Routes 28N and 30, said intersection point being due north 28 feet from New York State Gas and Electric # 31; then, south 84 degrees 37 minutes west 264 feet; then north 82 degrees 15 minutes west 137 feet, more or less, to the point of beginning, and then running the following six (6) courses and distances:

- (1) North 21 degrees 45 minutes East a distance of 227 feet; then
- (2) North 21 degrees 24 minutes West a distance of 269 feet; then
- (3) South 88 degrees 29 minutes West a distance of 229 feet; then
- (4) South 28 degrees 09 minutes West a distance of 206 feet; then
- (5) South 49 degrees 46 minutes East a distance of 261 feet; then
- (6) South 53 degrees 01 minutes East a distance of 174 feet, more or less, to the point of beginning.

CONTAINING 2.7 acres of land, more or less.

TOGETHER WITH the dump road, so called, as now used and being 50 feet in width, extending from the southeast corner of the parcel above described to the westerly bounds of New York State Routes 28N and 30.

RESERVING TO FINCH, PRUYN & COMPANY, INCORPORATED, ITS SUCCESSORS AND ASSIGNS, the right to use the road portion of the premises above described to reach other lands retained by Finch, Pruyn & Company, Incorporated, at such times as said road may not be open to the general public. Such reservation shall not be construed as reserving any right to or use of the disposal area not accorded to the general public.

LOT 14 and LOT 15; excepting that part thereof being part of South Pond Estates as shown on a map dated March 1, 1988 and filed in the Hamilton County Clerk's Office on May 23, as Map No. 1084, and described in a deed from Finch, Pruyn & Co., Inc. to Excess Land, LLC by deed dated June 18, 2007 and recorded in the Hamilton County Clerk's Office on June 26, 2007 in Book 241 of Deeds at Page 707 (said exception being further identified on the hereinafter described Compiled Map as Hamilton County Tax Map Parcels 39.00-1-2 through 15).

LOT 16.

LOT 17.

LOT 18; excepting any part thereof being Gospel, School and Literature lands.

BEING A PORTION OF THE PREMISES conveyed to Finch, Pruyn & Company, Incorporated from Jeremiah W. Finch, Augusta E. Finch, Samuel Pruyn and Eliza J. Pruyn by deed dated November 11, 1904 and recorded in the Hamilton County Clerk's Office on December 26, 1904 in Book 41 of Deeds at page 560. This deed would include the following conveyances:

- (a) Tax deed to Finch, Pruyn and Company from Nathan L. Miller, Comptroller of the State of New York, dated February 14, 1902 and recorded in the Hamilton County Clerk's Office on April 5, 1902 in Book 39 of Deeds at page 104.
- (b) Tax deed to Finch, Pruyn and Company from Frank Campbell, Comptroller, dated January 5, 1893 and recorded in the Hamilton County Clerk's Office on September 25, 1896 in Book 28 of Deeds at page 585.
- (c) Deed to George R. Finch from John McKnight dated November 6, 1885 and recorded in the Hamilton County Clerk's Office on November 20, 1895 in Book 27 of Deeds at page 554, following which George R. Finch quit claimed the same premises to Finch, Pruyn and Company by deed dated February 14, 1893 and recorded in the Hamilton County Clerk's Office on February 23, 1893 in Book 25 of Deeds at page 228.

AND in accordance with a Judgment of the Supreme Court, County of Hamilton, dated October 15, 1941 and entered in the Hamilton County Clerk's Office on August 7, 1942 in Book 2 of Judgments at page 318 vesting in Finch, Pruyn and Company, Incorporated the northwest one-quarter of Township 19.

2. **NORTHEAST ONE-QUARTER (1/4), TOWNSHIP 19, TOTTEN AND CROSSFIELD'S PURCHASE (TAX MAP PARCEL 33.000-1-11).** ALL THOSE PARCELS OF LAND located in the Town of Indian Lake, Hamilton County, and State of New York, more particularly being in the **NORTHEAST QUARTER OF TOWNSHIP 19,** Totten and Crossfield's Purchase, described as follows:

ALL OF THE REMAINDER of the northeast quarter of Township 19, Totten and Crossfield's Purchase, in Lot Nos. 20, 21, 22, 23 and 24, **AFTER EXCEPTING THEREFROM THE FOLLOWING:**

- (a) **1903 EXCEPTION OF GOSPEL AND SCHOOL LANDS.** 320 acres Gospel and School lands (For clarification purposes only: Described as northeast 1/4 of 1280 acres (320 acres) of land conveyed by the Everton Lumber Co., to The People of the State of New York by deed dated December 19, 1891 and recorded in the Hamilton County Clerk's Office on February 8, 1892 in Book 24 of Deeds at Page 348, being further identified on the hereinafter described Compiled Map as the northeast 1/4 of Hamilton County Real Property Tax Map Parcel 40.00-1-1).
- (b) **1903 EXCEPTION OF WEST PART.** 1021 acres west part thereof. (For clarification purposes only: Comprised of two parcels, the first being Lot 19, 730 acres of land conveyed by the Comptroller of the State of New York to The People of the State of New York by deed dated October 31, 1884 and recorded in the Hamilton County Clerk's Office on April 9, 1887 in Book 19 of Deeds at Page 41, being further identified on the hereinafter described Compiled Map as Hamilton County Real Property Tax Map Parcel 33.00-1-1 and the second being part of Lot 20, 291 acres of land also conveyed by the Comptroller of the State of New York to The People of the State of New York dated October 31, 1884 and recorded in the Hamilton County Clerk's Office on April 9, 1887 in Book 19 of Deeds at Page 41, being further identified on the hereinafter described Compiled Map as Hamilton County Real Property Tax Map Parcel 33.00-1-2).
- (c) **1936 EXCEPTION OF CONVEYANCE TO STATE OF NEW YORK (TAX MAP PARCEL 033.000-1-8).** ALL THAT PARCEL OF LAND located in the Town of Indian Lake, County of Hamilton and State of New York, and being parts of Lots 23 and 24 in Township 19 of Totten and Crossfield's Purchase, bounded and described as follows:

BEGINNING at a point in the easterly line of Township 19, Totten and Crossfield's Purchase, said point being distant 43 chains as measured southerly along said line from the northeasterly corner of Township 19, and then running the following eight (8) courses and distances:

- (1) South 24 degrees 20 minutes East 112 chains;
- (2) South 66 degrees 18 minutes West 27 chains;

- (3) North 24 degrees 10 minutes West 37 chains;
- (4) South 66 degrees 18 minutes West 25 chains;
- (5) North 24 degrees 21 minutes West 18.5 chains;
- (6) South 66 degrees 18 minutes West 32 chains;
- (7) North 24 degrees 20 minutes West 56.50 chains;
- (8) North 66 degrees 18 minutes West 84 chains to the place of beginning.

CONTAINING 670.70 acres of land, more or less

BEING THE SAME PREMISES conveyed by Finch, Pruyn and Company, Incorporated to the People of the State of New York by deed dated December 10, 1936 and recorded in the Hamilton County Clerk's Office on December 16, 1936 in Book 73 of Deeds at page 43.

- (d) **1956 EXCEPTION OF CONVEYANCE TO THE STATE OF NEW YORK (TAX MAP PARCEL 033.00-1-3).** ALL THOSE PARTS of Lots 20, 21, 22, 23 and 24, Township 19, Totten and Crossfield's Purchase, bounded and described as follows:

BEGINNING at a point, the same being the northeast corner of Township 19 and the southeast corner of Township 21, Totten and Crossfield's Purchase, and thence running the following nineteen (19) courses and distances:

- (1) South 24 degrees 20 minutes East a distance of 42.97 chains to a nickel bolt; then
- (2) South 66 degrees 18 minutes West a distance of 84.07 chains to a nickel bolt; then
- (3) South 24 degrees 20 minutes East a distance of 56.50 chains to a nickel bolt; then
- (4) North 66 degrees 18 minutes East a distance of 32.00 chains to a nickel bolt; then
- (5) South 24 degrees 20 minutes East a distance of 18.50 chains to a nickel bolt; then
- (6) North 66 degrees 18 minutes East a distance of 25.00 chains to a nickel bolt; then
- (7) South 24 degrees 20 minutes East a distance of 37.00 chains to a nickel bolt; then
- (8) North 66 degrees 18 minutes East a distance of 27.00 chains to a copper bolt on the east line of Township 19; then
- (9) South 24 degrees 20 minutes East a distance of 25 chains, more or less, along the easterly line of Township 19 to a post; then
- (10) South 65 degrees 40 minutes West a distance of 37.00 chains to a point; then
- (11) North 24 degrees 20 minutes West a distance of 47.00 chains to a point; then

- (12) South 65 degrees 40 minutes West a distance of 58.00 chains to a point; then
- (13) North 24 degrees 20 minutes West a distance of 76.00 chains to a point; then
- (14) South 34 degrees 45 minutes West a distance of 34.00 chains to a point; then
- (15) South 65 degrees 40 minutes West a distance of 13.00 chains to a point; then
- (16) North 24 degrees 20 minutes West a distance of 50.00 chains to a point; then
- (17) South 65 degrees 40 minutes West a distance of 65.00 chains, more or less, to a point in the division line between lands belonging to the State of New York and Finch, Pruyn and Company, Incorporated; then
- (18) Northwesterly along said division line a distance of 29.00 chains, more or less, to a point on the division line between Townships 19 and 21; then
- (19) Northeasterly along the southerly bounds of lands owned by the State of New York and the township line a distance of 201.00 chains, more or less, to the place of beginning.

CONTAINING 1,250 acres of land, more or less.

BEING THE SAME PREMISES conveyed by Finch, Pruyn and Company, Incorporated to the People of the State of New York by deed dated June 26, 1956 and recorded in the Hamilton County Clerk's Office on July 3, 1956 in Book 103 of Deeds at page 178.

- (e) **1962 EXCEPTION OF CONVEYANCE TO THE STATE OF NEW YORK (TAX MAP PARCEL 033.000-1-12).** ALL THAT PART of the northeast quarter of Township 19, Totten and Crossfield's Purchase, bounded and described as follows:

BEGINNING at a point which is the most southwesterly corner of a parcel of land deeded to the State of New York by Finch, Pruyn and Company, Incorporated in 1956, and then running the following nine (9) courses and distances:

- (1) South 82 degrees 15 minutes West a distance of 170 chains and 70 links, more or less, to the westerly boundary of lands owned by Finch, Pruyn and Company, Incorporated and the northeast quarter of Township 19 to a point; then
- (2) North 24 degrees 30 minutes West along the most westerly boundary of lands owned by Finch, Pruyn and Company, Incorporated in the northeast quarter of Township 19, a distance of 111 chains 30 links, more or less, to a point; then
- (3) North 65 degrees 30 minutes East a distance of 65 chains, more or less, to a point; then

- (4) South 24 degrees 30 minutes East a distance of 50 chains, more or less, to a point; then
- (5) North 65 degrees 30 minutes East a distance of 13 chains, more or less, to a point; then
- (6) North 30 degrees 35 minutes East a distance of 34 chains, more or less, to a point; then
- (7) South 24 degrees 30 minutes East a distance of 76 chains, more or less, to a point; then
- (8) North 65 degrees 30 minutes East a distance of 58 chains, more or less, to a point; then
- (9) South 24 degrees 30 minutes East a distance of 47 chains, more or less, to the place of beginning.

CONTAINING 1,369 acres of land, more or less.

BEING the same premises conveyed by Finch, Pruyn and Company, Incorporated to the People of the State of New York by deed dated December 14, 1962 and recorded in the Hamilton County Clerk's Office on December 21, 1962 in Book 124 of Deeds at page 222.

(1) **BEING THE UNDIVIDED ONE-HALF (½) INTEREST** conveyed to Finch, Pruyn and Company, Incorporated by Jeremiah W. Finch and Augusta E. Finch, his wife, and Samuel and Eliza J. Pruyn, his wife, by deed dated November 11, 1904 and recorded in the Hamilton County Clerk's Office on December 26, 1904 in Book 41 of Deeds at page 560, reference being made also to two previous deeds as follows:

- (a) Deed to Finch, Pruyn & Co. (composed of Jeremiah W. Finch and Samuel Pruyn) from George R. Finch dated February 14, 1893 and recorded in the Hamilton County Clerk's Office on February 23, 1893 in Book 25 of Deeds at page 228.
- (b) Deed to Finch, Pruyn & Company from Norwood Manufacturing Company and William McEchron and Sarah Elizabeth McEchron, his wife, dated August 25, 1903 and recorded in the Hamilton County Clerk's Office on September 28, 1903 in Book 39 of Deeds at page 356.

(2) **BEING THE OTHER UNDIVIDED ONE-HALF (½) INTEREST** conveyed to Finch, Pruyn and Company, Incorporated by Kenyon Lumber Company by deed dated June 16, 1925 and recorded in the Hamilton County Clerk's Office on June 23, 1925 in Book 59 of Deeds at page 445.

(3) **ALSO BEING A PORTION OF THE PREMISES** conveyed to Finch, Pruyn and Company, Incorporated and/or Kenyon Lumber Company by tax deeds as follows:

- (a) Tax deed dated April 4, 1907 and recorded in the Hamilton County Clerk's Office on May 22, 1907 in Book 45 of Deeds at page 17.

- (b) Tax deed dated September 10, 1913 and recorded in the Hamilton County Clerk's Office on September 14, 1934 in Book 70 of Deeds at page 536.

3. SOUTH ONE-HALF (1/2), TOWNSHIP 19 (TAX MAP PARCEL 040.000-1-2). ALL THOSE LOTS located in the Town of Indian Lake, Hamilton County, and State of New York, more particularly located in Totten and Crossfield's Purchase, Township 19, south one-half (1/2) thereof, and described as follows:

- (1) **LOT 1** containing 1,050 acres, more or less
- (2) **LOT 2** containing 1,050 acres, more or less
- (3) **LOT 3** containing 1,050 acres, more or less
- (4) **LOT 4** containing 1,050 acres, more or less
- (5) **LOT 5** containing 1,050 acres, more or less
- (6) **LOT 6** containing 1,050 acres, more or less, excepting therefrom any part thereof being a part of the Gospel, School and Literature lots
- (7) **LOT 7** containing 1,050 acres, more or less, excepting therefrom any part thereof being a part of the Gospel, School and Literature lots
- (8) **LOT 8** containing 1,050 acres, more or less
- (9) **LOT 9** containing 1,050 acres, more or less

BEING THE UNDIVIDED TWO-THIRDS (2/3) INTEREST conveyed to Finch, Pruyn & Company, Incorporated by George R. Finch, Harriet E. Finch, Jeremiah T. Finch and Gertrude K. Finch by deed dated October 31, 1905 and recorded in the Hamilton County Clerk's Office on March 17, 1906 in Book 43 of Deeds at page 404.

BEING THE UNDIVIDED ONE-THIRD (1/3) INTEREST conveyed to Finch, Pruyn and Company, Incorporated by Jeremiah W. Finch and Augusta E. Finch, his wife, and Samuel Pruyn and Elica J. Pruyn by deed dated November 11, 1904 and recorded in the Hamilton County Clerk's Office on December 26, 1904 in Book 41 of Deeds at page 560, based on the following chain of title:

- (a) Deed dated February 22, 1887 of an undivided one-third (1/3) interest to Jeremiah W. Finch and Samuel Pruyn by William H. Bloomingdale, Phoebe M. Bloomingdale, Magdaline Bloomingdale and Eliza Bloomingdale, which deed was recorded in the Hamilton County Clerk's Office on March 23, 1887 in Book 18 of Deeds at page 456;
- (b) Tax deed dated September 25, 1896 to Finch, Pruyn and Company, which deed was recorded in the Hamilton County Clerk's Office on October 5, 1896 in Book 29 of Deeds at page 14;
- (c) Tax deed dated March 23, 1897 to Finch, Pruyn and Company, which deed was recorded in the Hamilton County Clerk's Office on April 3, 1897 in Book 30 of Deeds at page 21;

- (d) Tax deed dated February 14, 1902 to Finch, Pruyn and Company, which deed was recorded in the Hamilton County Clerk's Office on April 5, 1902 in Book 39 of Deeds at page 104.

And in accordance with a Judgment of the Supreme Court, County of Hamilton, dated October 15, 1941 and entered in the Hamilton County Clerk's Office on August 7, 1942 in Book 2 of Judgments at page 318 vesting in Finch, Pruyn and Company, Incorporated the northwest one-quarter of Township 19.

SUBJECT TO ADIRONDACK PARK AGENCY PERMIT FOR WOLF POND

The lands conveyed are subject to Adirondack Park Agency Permit 87-1018 issued September 22, 1987, the terms and conditions of which are binding upon the heirs, successors and assigns of the grantors and all subsequent grantees, which permit was recorded in the Hamilton County Clerk's Office on October 7, 1987 in Book 2 of APA Permits at page 804. (see Exhibit C, Schedule B, Item 18H(e) of aforesaid Correction/Confirmatory deed)

4. TOWNSHIP 19, LOT 10, 3 ACRE PARCEL (PART OF TAX MAP PARCEL 040.000-1-2). ALL THAT PARCEL OF LAND located in the Town of Indian Lake, County of Hamilton and State of New York, more particularly located in Township 19, Totten and Crossfield's Purchase, and described as being part of Lot 10 as follows:

BEGINNING at a maple sapling on the north bank of Tyrell Pond Stream in the east line of Lot No. Ten (10) about two and fifty one-hundredths (2.5) chains up the said stream above the O'Neil Dam, and then running the following five (5) courses and/or distances:

- (1) North 25 degrees 30 minutes West along the east line of said Lot No. Ten (10) one and fifty one-hundredths (1.50) chains to a point; then
- (2) South 64 degrees 30 minutes West 6 chains to a post; then
- (3) South 25 degrees 30 minutes East at 3 chains to the center of the stream below the dam; at 5 chains to the southwest corner; then
- (4) North 64 degrees 30 minutes East 6 chains to the east line of said Lot No. Ten (10); then
- (5) North 25 degrees 30 minutes West along the east line of said Lot No. Ten (10) three and fifty one-hundredths (3.50) chains to the place of beginning, containing three (3) acres of land, be the same more or less.

BEING THE UNDIVIDED ONE-HALF (½) INTEREST conveyed to Finch, Pruyn and Company, Incorporated by Raquette Falls Land Company by deed dated April 19, 1907 and recorded in the Hamilton County Clerk's Office on April 30, 1907 in Book 44 of Deeds at page 545.

BEING THE OTHER UNDIVIDED ONE-HALF (½) INTEREST conveyed to Finch, Pruyn and Company, Incorporated by International Paper Company by deed dated July 22, 1958

and recorded in the Hamilton County Clerk's Office on September 8, 1958 in Book 110 of Deeds at page 343.

Judgement on Consent Granting O'Neil Flow Road and Tyrell Pond Road Easements For the Benefit of Township 19.

TOGETHER WITH for access and egress over lands of the State of New York located in the Town of Indian Lake, Hamilton County, and State of New York, Totten and Crossfield's Purchase, Township 19, Lot 10 and Township 17, Lot 39, which easements are shown on a filed map, the details of which are as follows (hereinafter the "Map"):

Title : "Map showing Survey of O'Neil Flow Road as Traverses State Lands. Situate in Lot 39, Township 17 and Lot 10, Township 19, Totten and Crossfield's Purchase, etc."
Dated : August 18, 1993
Surveyor: Adelbert R. Young, Land Surveyor
Reg. No. 49156
Filed : August 1, 1994, Hamilton County Clerk's Office
Map No. : 1372

AND more particularly described as follows:

SECTION 1

ALL THAT SECTION of traveled way known as the O'Neil Flow Road as it traverses lands of the People of the State of New York situate in Lot 10, Township 19 and Lot 39, Township 17, all in Totten and Crossfield's Purchase in the Town of Indian Lake, County of Hamilton and State of New York bounded and described as follows:

COMMENCING at a point on the southeast corner of Lot 10, Township 19, Totten and Crossfield's Purchase, and then running North 38 degrees 01 minutes 18 seconds West along the east line of Lot 10 a distance of 2,478.97 feet to a point in the centerline of O'Neil Flow Road, which point is the point of beginning, and then running from the point of beginning along the centerline of O'Neil Flow Road as it winds and turns over State land in Lots 10 and 39 the following forty-nine (49) bearings and distances:

- (1) South 47 degrees 40 minutes 31 seconds West a distance of 98.95 feet to a point:
then
- (2) South 35 degrees 22 minutes 48 seconds West a distance of 44.64 feet to a point:
then
- (3) South 22 degrees 52 minutes 02 seconds West a distance of 71.73 feet to a point:
then
- (4) South 29 degrees 08 minutes 58 seconds West a distance of 99.88 feet to a point:
then

- (5) South 46 degrees 33 minutes 18 seconds West a distance of 44.32 feet to a point;
then
- (6) South 65 degrees 02 minutes 37 seconds West a distance of 94.34 feet to a point;
then
- (7) South 57 degrees 55 minutes 48 seconds West a distance of 76.95 feet to a point;
then
- (8) South 38 degrees 59 minutes 20 seconds West a distance of 54.64 feet to a point;
then
- (9) South 06 degrees 09 minutes 44 seconds East a distance of 41.14 feet to a point;
then
- (10) South 25 degrees 13 minutes 16 seconds East a distance of 150.28 feet to a point;
then
- (11) South 35 degrees 47 minutes 43 seconds East a distance of 102.62 feet to a point;
then
- (12) South 21 degrees 39 minutes 38 seconds East a distance of 96.87 feet to a point;
then
- (13) South 34 degrees 28 minutes 07 seconds East a distance of 87.80 feet to a point;
then
- (14) South 48 degrees 35 minutes 43 seconds East a distance of 126.18 feet to a point;
then
- (15) South 26 degrees 37 minutes 28 seconds East a distance of 51.79 feet to a point;
then
- (16) South 05 degrees 02 minutes 00 seconds East a distance of 114.22 feet to a point;
then
- (17) South 15 degrees 28 minutes 34 seconds East a distance of 102.84 feet to a point;
then
- (18) South 06 degrees 06 minutes 56 seconds East a distance of 59.83 feet to a point;
then
- (19) South 03 degrees 59 minutes 45 seconds West a distance of 127.48 feet to a point;
then
- (20) South 16 degrees 22 minutes 52 seconds West a distance of 157.72 feet to a point;
then
- (21) South 06 degrees 31 minutes 07 seconds East a distance of 59.26 feet to a point;
then
- (22) South 20 degrees 37 minutes 30 seconds East a distance of 104.53 feet to a point;
then
- (23) South 08 degrees 35 minutes 29 seconds East a distance of 101.62 feet to a point;
then
- (24) South 27 degrees 06 minutes 25 seconds East a distance of 55.32 feet to a point;
then
- (25) South 50 degrees 36 minutes 53 seconds East a distance of 176.21 feet to a point;
then
- (26) South 33 degrees 51 minutes 12 seconds East a distance of 61.12 feet to a point;
then

- (27) South 11 degrees 18 minutes 12 seconds East a distance of 75.67 feet to a point;
then
- (28) South 01 degrees 01 minutes 12 seconds West a distance of 163.21 feet to a point;
then
- (29) South 15 degrees 02 minutes 05 seconds West a distance of 72.53 feet to a point;
then
- (30) South 05 degrees 08 minutes 24 seconds West a distance of 195.61 feet to a point;
then
- (31) South 16 degrees 40 minutes 59 seconds East a distance of 133.61 feet to a point;
then
- (32) South 39 degrees 27 minutes 12 seconds East a distance of 81.69 feet to a point;
then
- (33) South 22 degrees 29 minutes 54 seconds East a distance of 31.55 feet to a point;
then
- (34) South 16 degrees 04 minutes 51 seconds West a distance of 31.52 feet to a point;
then
- (35) South 33 degrees 19 minutes 01 seconds West crossing a bridge over the Rock
River a distance of 83.46 feet to a point; then
- (36) South 14 degrees 27 minutes 36 seconds West a distance of 52.20 feet to a point;
then
- (37) South 11 degrees 12 minutes 29 seconds East a distance of 58.12 feet to a point;
then
- (38) South 27 degrees 21 minutes 37 seconds East a distance of 70.04 feet to a point;
then
- (39) South 00 degrees 07 minutes 38 seconds West a distance of 54.87 feet to a point;
then
- (40) South 18 degrees 57 minutes 34 seconds West a distance of 50.85 feet to a point;
then
- (41) South 59 degrees 04 minutes 52 seconds West a distance of 50.48 feet to a point;
then
- (42) South 84 degrees 26 minutes 37 seconds West a distance of 78.43 feet to a point;
then
- (43) South 50 degrees 12 minutes 03 seconds West a distance of 43.71 feet to a point;
then
- (44) South 27 degrees 23 minutes 47 seconds West crossing a marked snowmobile
trail a distance of 104.18 feet to a point; then
- (45) South 34 degrees 07 minutes 25 seconds West a distance of 76.43 feet to a point;
then
- (46) South 24 degrees 43 minutes 19 seconds West a distance of 51.46 feet to a point;
then
- (47) South 16 degrees 08 minutes 20 seconds West a distance of 122.63 feet to a point;
then
- (48) South 23 degrees 36 minutes 27 seconds West a distance of 43.91 feet to a point;
then

- (49) South 34 degrees 36 minutes 25 seconds West passing a gate barrier maintained by Finch, Pruyn and Company, Incorporated across the traveled way a distance of 51.99 feet to a point in the southeasterly boundary of New York State Route 28. O'Neil Flow Road is 25.00 feet in width, 12.50 feet on either side of the above described centerline; except that the area of the abutments of the bridge crossing the Rock River may exceed 25.00 feet in width, but shall not exceed a total of 30.00 feet in width.

SECTION 2

ALSO ONE OTHER SECTION of traveled way known as part of the O'Neil Flow Road as it traverses a portion of lands of the People of the State of New York in Lot 10, Township 19, Totten and Crossfield's Purchase situate in the Town of Indian Lake, County of Hamilton and State of New York, bounded and described as follows:

COMMENCING at a point on the east line of Lot 10, Township 19, Totten and Crossfield's Purchase, which point is the southeast corner of a small parcel of land in Lot 10 owned by Finch, Pruyn and Company, Incorporated ("Finch"), and then running along the southeasterly line thereof South 51 degrees 58 minutes 42 seconds West a distance of 130.35 feet to a point in the centerline of the O'Neil Flow Road, which point is the Point of Beginning, and then running from the point of beginning along the centerline of the O'Neil Flow Road as it traverses lands of the People of the State of New York the following four (4) bearings and distances:

- (1) South 81 degrees 02 minutes 41 seconds East a distance of 88.17 feet to a point;
then
- (2) South 67 degrees 31 minutes 17 seconds East a distance of 67.35 feet to a point;
then
- (3) South 63 degrees 22 minutes 25 seconds East a distance of 57.15 feet to a point;
then
- (4) South 63 degrees 56 minutes 52 seconds East a distance of 28.72 feet to a point in the line between Lots 9 and 10 of Township 19, said point being where the O'Neil Flow Road leaves State land. The O'Neil Flow Road is 25.0 feet in width, 12.5 feet on either side of the above described centerline. Bearings reference to true north.

The easements referenced above are granted pursuant to and subject to a Judgment dated July 28, 1994 and recorded in the Hamilton County Clerk's Office on August 1, 1994 in Book 3 of Judgments at page 417, the terms and conditions of which are as follows:

- (1) Finch shall be allowed to maintain the road in its present condition without the necessity of obtaining permits from Department of Environmental Conservation (hereinafter referred to as DEC), or its successors;

(2) Finch shall be required to obtain the appropriate permits from DEC, or its successors, for any activities for which a stream disturbance permit is required currently, including, but not limited to, culvert replacement, bridge repairs and/or bridge rehabilitation;

(3) Finch may not cut or remove trees unless a permit to do so has first been obtained from the regional forester, an employee of the DEC, or an equivalent State land management title;

(4) Finch shall not dispose, store or park equipment or materials along the roadway or on State lands;

(5) Finch may not utilize the road during periods of high forest fire danger or excessively wet periods when there has been a general closure of roads in the vicinity by a public safety body.

(6) Finch shall be required to maintain a road barrier on its easement area near to where the same intersects with New York State Routes 28 and 30 and Lot 39, Township 17, which barrier is to be appropriately signed and made more visible through the use of reflective materials so as to allow for the maximum site distances permitted by the field conditions;

(7) Finch may not expand on its current use of the roadway by increasing the width of the right-of-way;

(8) The State of New York shall be authorized to use the road without prior notice to Finch, and if such use causes damage to the road, shall promptly repair the same.

(9) The State of New York and every person claiming from, through or under the State of New York, by title accruing after the filing of the Judgment, is forever barred from all claims denying Finch's easement and the premises or any part thereof as established by the Judgment.

(see Exhibit C, Schedule B Item 18H(a) of the aforesaid Correction/Confirmatory deed)

SUBJECT TO ADIRONDACK PARK AGENCY PERMIT

The lands conveyed are subject to Adirondack Park Agency Permit 95-169 issued August 4, 1995, the terms and conditions of which are binding upon the heirs, successors and assigns of the grantors and all subsequent grantees, which permit was recorded in the Hamilton County Clerk's Office on August 23, 1995 in Book 4 of APA Permits at page 141. (see Exhibit C, Schedule B, Item 16H(f) of aforesaid Correction/Confirmatory deed)

The lands conveyed are subject to Adirondack Park Agency Permit 95-169A issued December 28, 2004, the terms and conditions of which are binding upon the heirs, successors and assigns of the grantors and all subsequent grantees, which was recorded in Hamilton County Clerk's Office on January 5, 2005 in Book 6 of APA Permits at page 215. (see Exhibit C, Schedule B, Item 16H(f) of aforesaid Correction/Confirmatory deed)

The lands conveyed are subject to Adirondack Park Agency Permit 2008-158 issued July 21, 2008 the terms and conditions of which are binding upon the heirs, successors and assigns of the grantors and all subsequent grantees, which was recorded in Hamilton County Clerk's Office on July 29, 2008 in Book 7 of APA Permits at page 356. (see Exhibit C, Schedule B, Item 16H(i) of aforesaid Correction/Confirmatory deed)

The lands conveyed are subject to Adirondack Park Agency Permit 2008-211 issued January 22, 2009, the terms and conditions of which are binding upon the heirs, successors and assigns of the grantors and all subsequent grantees, which was recorded in Hamilton County Clerk's Office on January 28, 2009 in Book 7 of APA Permits at page 510. (see Exhibit C, Schedule B, Item 16H(j), 17H(b) and 18H(f) of aforesaid Correction/Confirmatory deed)

EXCEPTING AND RESERVING any rights of the public, in New York State Highway Route Nos 28N and 30, together with any appropriations thereof for the use of the public.

EXCEPTING AND RESERVING lands appropriated for highway purposes by the State of New York for the Grove-Blue Mt. Lake, S.H. No. 8301, Map No. 53, Parcel No. 87 by Notice of Appropriation dated September 15, 1982 and recorded in the Hamilton County Clerk's Office on October 5, 1982 in Book 183 of Deeds at Page 320. (see Exhibit C, Schedule B, Item 16H(c) of aforesaid Correction/Confirmatory deed)

EXCEPTING AND RESERVING lands appropriated for highway purposes by the State of New York for the Grove-Blue Mt. Lake, S.H. No. 8301, Map No. 46, Parcel Nos 77 & 78, Map No. 47, Parcel No. 79, Map No. 48, Parcel Nos 80 & 81 and Map No. 49, Parcel No. 82 by Notice of Appropriation dated April 7, 1981 and recorded in the Hamilton County Clerk's Office on April 7, 1981 in Book 180 of Deeds at Page 155 and again in Book 180 of Deeds at Page 156, Book 180 of Deeds at Page 157 and Book 180 of Deeds at Page 158. (see Exhibit C, Schedule B, Item 16H(c) of aforesaid Correction/Confirmatory deed)

SUBJECT to an easement granted from Finch, Pruyn & Co., Inc. to New York State Electric & Gas Corporation by deed dated December 27, 1954 and recorded in the Hamilton County Clerk's Office on January 17, 1955 in Book 99 of Deeds at Page 79. (see Exhibit C, Schedule B, Item 16H(a) of aforesaid Correction/Confirmatory deed)

SUBJECT to an easement granted from Finch, Pruyn & Co., Inc. to New York State Electric & Gas Corporation by deed dated March 2, 1981 and recorded in the Hamilton County Clerk's Office on September 18, 1981 in Book 181 of Deeds at Page 461. (see Exhibit C, Schedule B, Item 16H(a) of aforesaid Correction/Confirmatory deed)

SUBJECT to an easement granted from Finch, Pruyn & Co., Inc. to New York State Electric & Gas Corporation by deed dated May 31, 1985 and recorded in the Hamilton County Clerk's Office on July 8, 1985 in Book 188 of Deeds at Page 311. (see Exhibit C, Schedule B, Item 16H(a) of aforesaid Correction/Confirmatory deed)

SUBJECT to an easement granted from Finch, Pruyn & Co., Inc. to New York State Electric & Gas Corporation by deed dated September 8, 1989 and recorded in the Hamilton County Clerk's Office on October 6, 1989 in Book 198 of Deeds at Page 649. (see Exhibit C, Schedule B, Item 16H(a) of aforesaid Correction/Confirmatory deed)

SUBJECT to an easement granted from Finch, Pruyn & Co., Inc. to New York State Electric & Gas Corporation by deed dated September 25, 1989 and recorded in the Hamilton County Clerk's Office on January 2, 1990 in Book 199 of Deeds at Page 239. (see Exhibit C, Schedule B, Item 16H(a) of aforesaid Correction/Confirmatory deed)

SUBJECT to an easement granted from Finch, Pruyn & Co., Inc. to New York State Electric & Gas Corporation by deed dated November 8, 1991 and recorded in the Hamilton County Clerk's Office on December 30, 1991 in Book 204 of Deeds at Page 65. (see Exhibit C, Schedule B, Item 16H(a) of aforesaid Correction/Confirmatory deed)

SUBJECT to an easement granted from Finch, Pruyn & Co., Inc. to New York State Electric & Gas Corporation by deed dated April 22, 2003 and recorded in the Hamilton County Clerk's Office on May 7, 2003 in Book 228 of Deeds at Page 716. (see Exhibit C, Schedule B, Item 16H(a) of aforesaid Correction/Confirmatory deed)

SUBJECT to an easement granted from Finch, Pruyn & Co., Inc. to New York State Electric & Gas Corporation by deed dated August 1, 2005 and recorded in the Hamilton County Clerk's Office on August 1, 2004 in Book 234 of Deeds at Page 551. (see Exhibit C, Schedule B, Item 16H(a) of aforesaid Correction/Confirmatory deed)

SUBJECT to an assignment of easement from Contel of New York, Inc. to Citizens Telecommunications Company of New York, Inc. by deed dated June 30, 1994 and recorded in the Hamilton County Clerk's Office on July 25, 1994 in Book 209 of Deeds at Page 587. (see Exhibit C, Schedule B, Item 16H(k) of aforesaid Correction/Confirmatory deed)

SUBJECT to an easement or right of way from Finch, Pruyn & Co., Inc. to Dirk & Maire deWaard by deed dated December 1, 1978 and recorded in the Hamilton County Clerk's Office on March 2, 1979 in Book 175 of Deeds at Page 291. (Note that this easement or right of way came back to Finch, Pruyn & Co., Inc. along with other lands, conveyed by Mark Armstrong to Finch, Pruyn & Co., Inc. by deed dated March 6, 1997 and recorded in the Hamilton County Clerk's Office on March 14, 1997 in Book 214 of Deeds at Page 935)

SUBJECT to a perpetual easement and right of way from Finch, Pruyn & Co., Inc. to United States of America by deed dated October 30, 1957 and recorded in the Hamilton County Clerk's Office on November 13, 1957 in Book 108 of Deeds at Page 176. (see Exhibit C, Schedule B, Item 16H(d) and 18H(c) of aforesaid Correction/Confirmatory deed)

EXCEPTING AND RESERVING lands acquired for highway purposes by the County of Hamilton from Finch, Pruyn & Co., Inc. by deed dated January 11, 1930 and recorded in the Hamilton County Clerk's Office on February 8, 1930 in Book 65 of Deeds at Page 466. (see Exhibit C, Schedule B, Item 16H(e) of aforesaid Correction/Confirmatory deed)

SUBJECT to an easement for the public use of trails commonly referred to as the Northville-Lake Placid Trail and the Tirrell Pond Trail granted from Finch, Pruyn & Co., Inc. to The People of the State of New York, by deed dated July 22, 1931 and recorded in the Hamilton

County Clerk's Office on December 30, 1969 in Book 148 of Deeds at Page 354. (see Exhibit C, Schedule B, Item 16H(g) and 18H(d) of aforesaid Correction/Confirmatory deed)

SUBJECT to an easement for the public use of a trail commonly referred to as the Northville-Lake Placid Trail granted from Finch, Pruyn & Co. Inc. to the People of the State of New York, by deed dated June 10, 1933 and recorded in the Hamilton County Clerk's Office on December 30, 1969 in Book 148 of Deeds at Page 358. (see Exhibit C, Schedule B, Item 16H(h) of aforesaid Correction/Confirmatory deed)

SUBJECT to a lease agreement by Finch, Pruyn & Co., Inc. to the Dunn Brook Mountain Recreationists, Inc. dated March 31, 1999 and recorded in the Hamilton County Clerk's Office on April 27, 1999 in Book 219 of Deeds at Page 144 and amended by Amendment of Lease and Splitting Agreement dated March 10, 2009 and recorded March 19, 2009 in Book 246 of Deeds at Page 694 and assigned by Assignment and Assumption Agreement between The Nature Conservancy, Inc. and Upper Hudson Woodlands ATP, LP dated March 27, 2009 and recorded March 31, 2009 in Book 247 of Deeds at Page 691. (see Exhibit C, Schedule B, Item 17H(a) and 18H(b) of aforesaid Correction/Confirmatory deed)

SUBJECT to a right of way known as Cornell Road, a private road reserved in the conveyance from The Nature Conservancy, Inc. to Upper Hudson Woodlands ATP, LP by deed dated March 27, 2009 and recorded in the Hamilton County Clerk's Office on March 31, 2009 in Book 246 of Deeds at Page 789. For a more complete description and map of said Cornell Road ROW see Exhibit "B2" Reservations of Rights of Way in said deed.

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,108 as Project: Hamilton No. 315 (Tax Map Parcel Nos. 33.00-1-11, 40.00-1-2 and 39.00-1-1.111, as shown on said Compiled Map), for further reference.

SCHEDULE 2 CONTINUED

"High Peaks Block - Town of Indian Lake, Blue Mountain Tract, Project: Hamilton 316"

ALL THAT CERTAIN PIECE OR PARCEL OF LAND lying and being in the Town of Indian Lake, at Blue Mountain Lake, in the County of Hamilton, State of New York, and being part of Lot 13 in Township Nineteen, Totten and Crossfield's Purchase, and bounded and described as follows:

COMMENCING at a stake at the northeast corner of a lot of land formerly owned by Laura Dupree, said stake being on the northerly line of a lot of land formerly owned by Tyler M. Merwin and nine chains and twenty-five (25) links North 60° East from the center of the

highway running between Blue Mountain Lake and Long Lake; running thence along said line North 60° East eleven (11) chains and eighty-four (84) links to a stake at the northeast corner of Merwin lot, thence along easterly line of said Merwin Lot, South 26° East about sixteen chains and twenty-five links; thence South 81° 25' West about thirteen chains to the southeasterly corner of aforesaid Laura Dupree's lot; thence along the easterly line of said Laura Dupree's lot; thence North 26° West twelve chains and sixty links to the place of beginning, containing about seventeen and one-half (17-1/2) acres of land more or less.

AND ALSO ALL THAT TRACT OR PARCEL OF LAND lying and being in the Town of Indian Lake, at Blue Mountain Lake, in the County of Hamilton, State of New York and being part of Lot 13 in Township Nineteen, Totten & Crossfield's Purchase, and bounded and described as follows:

COMMENCING at a fence at the northeast corner of a lot of land formerly owned by Jennie May Springs, said corner being on the northerly line of a lot of land formerly owned by Tyler M. Merwin and 143 feet North 60° East from the center of the highway running between Blue Mountain Lake and Long Lake; running thence along said line North 60° East about 467-1/2 feet to a stake at the northeast corner of a lot formerly owned by Laura Dupree; thence south 26° East one hundred (100) feet to a stake along the easterly line of said Laura Dupree's lot; thence South 60° West about 525 feet to the fence on the easterly line of said Jennie May Spring's lot; thence along said fence in northerly direction to the place of beginning, containing about 1.1 acres of land more or less.

TOGETHER WITH a 20 foot right-of-way from the above-described parcel through lands formerly of Emery H. Savage to the New York State Highway leading from Blue Mountain Lake to Long Lake for the purpose of ingress and egress.

ALSO an easement or right-of-way located in Lot 13 of Township 19 of Totten and Crossfield's Purchase in the Town of Indian Lake, Hamilton County, New York described as follows:

A 50-foot right-of-way for all purposes lying 25 feet on either side of a line described as beginning at a point on the easterly edge of State Highway Routes 28N and 30 which point is 5.30 chains (349.8 feet) northerly from the northerly boundary of the Dirk deWaard property and the southerly boundary of Finch, Pruyn & Company, Incorporated property and running North 64° East 2 chains (132 feet); thence South 82° East 6.92 chains (456.72 feet) to the northerly boundary line of the said Dirk deWaard property.

SUBJECT TO ADIRONDACK PARK AGENCY PERMIT

The lands conveyed are subject to Adirondack Park Agency Permit 2008-211 issued January 22, 2009, the terms and conditions of which are binding upon the heirs, successors and assigns of the grantors and all subsequent grantees, which permit was recorded in the Hamilton County Clerk's Office on January 28, 2009 in Book 7 of APA Permits at page 510. (see Exhibit C, Schedule B, Item 19H(a) of aforesaid Correction/Confirmatory deed)

BEING THE SAME PREMISES conveyed to Finch, Pruyn & Company, Incorporated by Mark Armstrong by deed dated March 6, 1997 and recorded in the Hamilton County Clerk's Office on March 14, 1997 in Book 214 of Deeds at page 935.

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,108 as Project: Hamilton 316 (Tax Map Parcel 39.020-1-2, as shown on said Compiled Map), for further reference.

SCHEDULE 2 CONTINUED

"Indian Lake Block - Town of Indian Lake, Township 33 Tract, Project: Hamilton 318B"

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LYING SOUTH AND EAST OF THE CENTERLINE OF CEDAR RIVER ROAD (COUNTY ROUTE NO. 12).

1. ALLOTTED PART OF TOWNSHIP 33 (TAX MAP PARCEL 055.000-1-1.1). ALL THOSE LOTS OF LAND located in the Town of Indian Lake, County of Hamilton and State of New York, more particularly located in Totten and Crossfield's Purchase, Township 33, and more particularly described as follows:

- (1) Lot 19
- (2) Lot 29
- (3) Lot 30
- (4) Lot 43
- (5) Lot 44
- (6) Lot 45
- (7) Lot 51
- (8) Lot 52
- (9) Lot 53

- (10) Lot 54
- (11) Lot 67 (from unallotted part)
- (12) Lot 68 (from unallotted part)
- (13) Lot 69 (from unallotted part)
- (14) Lot 70 (from unallotted part)

2. UNALLOTTED PART OF TOWNSHIP 33 (TAX MAP PARCEL 064.000-1-1.1 AND 064.000-1-2). ALL THAT TRACT OF LAND located in the Town of Indian Lake, Hamilton County and State of New York, more particularly located in Totten and Crossfield's Purchase, Township 33, the unallotted part of Township 33 more particularly described as follows:

- (a) 15,068 acres in the southwest part, excepting Lots 67, 68, 69 and 70 as above included in the allotted part; and
- (b) 4,318 acres in the southeast corner.

EXCEPTING 1955 CONVEYANCE FROM THE UNALLOTTED PART TO THE STATE OF NEW YORK

EXCEPTING AND RESERVING from the unallotted part of Township 33 lands conveyed to the People of the State of New York by Finch, Pruyn and Company. Incorporated by deed dated December 27, 1955 and recorded in the Hamilton County Clerk's Office on December 29, 1955 in Book 102 of Deeds at page 13 and described as follows:

(1) **TAX MAP PARCEL 063.000-2-1.** All that part of Township 33, Totten and Crossfield's Purchase, in the Town of Indian Lake, Hamilton County, New York, bounded and described as follows:

BEGINNING at a point on the division line between Townships 7 and 33, Totten and Crossfield's Purchase, which point is South 23 degrees 30 minutes East 10 chains from the southerly bank of the Cedar River and being approximately 120 chains from the northwest corner of Township 33, and then running from the place of beginning the following four (4) courses and distances:

- 1. North 66 degrees 30 minutes East a distance of 247 chains to a point; then
- 2. South 23 degrees 30 minutes East a distance of 158 chains, more or less, to the height of land between Plew and Sprague Valley and being the northerly arm or ridge of Panther Mountain; then

3. Along the said height of land over said Panther Mountain Peak in a southwesterly direction to a point in the division line between said Townships 7 and 33; then
4. North 23 degrees 30 minutes West along said division line approximately 278 chains to the point or place of beginning, containing 5,710 acres, more or less.

RESERVING, HOWEVER, from the above-described lands, ten acres to be laid out in a square form situated on both sides of Buell Brook on which a camp is presently located, said camp being approximately 50 chains up said brook from the west line of Township 33 (See Parcel 7; Buell Valley Tract: Tax Map Parcel 72.000-1-1 Project: Hamilton 319, as shown on the hereinafter described Compiled Map). Also reserving to Finch, Pruyn & Company, Incorporated and its successors and assigns, the right of ingress and egress together with the right to maintain and repair the existing truck road with the materials at hand. Said road is about 20 feet wide and runs in a northeasterly direction from said camp approximately parallel to Buell Brook through the notch between Panther Mountain and Hutchin's Mountain, continuing northeasterly down and approximately parallel to Plew Brook to the northeasterly bounds of the lands herein described.

(2) **TAX MAP PARCEL 063.000-1-1. ALL THAT** part of Township 33, Totten and Crossfield's Purchase, in the Town of Indian Lake, Hamilton County, State of New York, bounded and described as follows:

BEGINNING at a post and stones marking the northwest corner of Township 33, being also the corner of Townships 6, 7 and 34, and then running the following eight (8) courses and distances:

1. South 23 degrees 30 minutes East a distance of 89 chains along the division line between Townships 7 and 33 to a point; then
2. North 47 degrees East a distance of 40 chains to a point; then
3. North 23 degrees 30 minutes West a distance of 50 chains to a point; then
4. North 66 degrees 30 minutes East a distance of 78 chains to a point; then
5. South 23 degrees 30 minutes East a distance of 18 chains to a point; then
6. North 66 degrees 30 minutes East a distance of 72 chains, more or less, to the east line of this parcel; then
7. North 23 degrees 30 minutes West a distance of 44 chains, more or less, along the east line of this parcel to a point in the division line between Townships 33 and 34 marking the northwest corner of said Lot 96; then

8. South 66 degrees 30 minutes West along said division line between Townships 33 and 34 a distance of 188 chains, more or less, to the place of beginning.

CONTAINING 809 acres, more or less.

TOGETHER WITH the right of ingress and egress along and over an old existing tote or truck road from the Cedar River Headquarters Road to the afore-described lands, together with the right to repair and maintain the same. It being understood that the said road will be properly marked for identification by the State. Reserving, however, the right to use the said road in common with the People of the State of New York for any and all purposes.

SUBJECT TO ADIRONDACK PARK AGENCY PERMIT

The lands conveyed are subject to Adirondack Park Agency Permit No. 94-62 issued October 20, 1994, the terms and conditions are binding upon the heirs, successors and assigns of the grantors and all subsequent grantees, which permit was recorded in the Hamilton County Clerk's Office on December 14, 1994 in Book 3 of APA Permits at page 982. (see Exhibit C, Schedule B, Item 5IN(a) of aforesaid Correction/Confirmatory deed)

SUBJECT to a right of way known as Accrow Bridge Road, a private road reserved in the conveyance from The Nature Conservancy, Inc. to Upper Hudson Woodlands ATP, LP by deed dated March 27, 2009 and recorded in the Hamilton County Clerk's Office on March 31, 2009 in Book 246 of Deeds at Page 789. For a more complete description and map of said Accrow Bridge Road ROW see Exhibit "B2" Reservations of Rights of Way in said deed.

EXCEPTING AND RESERVING all rights, title and interest of others in and to that portion of lands lying within the bounds of Cedar River Road (County Route No. 12).

BEING A PORTION of the property conveyed to Finch, Pruyn & Company, Incorporated by Jeremiah W. Finch, Augusta E. Finch, Samuel Pruyn and Eliza J. Pruyn by deed dated November 11, 1904 and recorded in the Hamilton County Clerk's Office on December 26, 1904 in Book 41 of Deeds at page 560. Jeremiah W. Finch and Samuel Pruyn became the owners of the above described property through a number of deeds as follows:

- (a) 1886 deed to Jeremiah W. Finch and Samuel Pruyn from Adirondack Railway Company dated November 9, 1886 and recorded in the Hamilton County Clerk's Office on November 29, 1886 in Book 18 of Deeds at page 339, an undivided one-half (1/2) interest.
- (b) 1887 deed to Jeremiah W. Finch and Samuel Pruyn from William H. Bloomingdale, Phoebe M. Bloomingdale, Magdalene Bloomingdale and Eliza Bloomingdale by deed dated February 22, 1887 and recorded in the Hamilton County Clerk's Office on March 23, 1887 in Book 18 of Deeds at page 486, an undivided one-half (1/2) interest.

- (c) 1900 Deed in Partition to Jeremiah W. Finch and Samuel Pruyn dated June 11, 1900 and recorded in the Hamilton County Clerk's Office on July 7, 1900 in Book 35 of Deeds at page 546, together with other and various tax deeds.

3. **1997 FRULLA DEED: BRIDGE ACCESS ROAD (TAX MAP PARCEL 55.014-1-2.2).** ALL THAT PARCEL OF LAND located in the Town of Indian Lake, County of Hamilton and State of New York, being a part of Lot 46, Township 33, Totten and Crossfield's Purchase, as shown on a Map, the details of which are as follows (hereinafter the "Map"):

Title : "Map of Lands to be conveyed by Maurice and Gertrude Frulla"

Dated : September 21, 1996

Surveyor: Wayne R. Raymond, LLS
License No. 48988
Glens Falls, New York

Filed : May 30, 2007, Hamilton County Clerk's Office

Map No. : 1981

AND more particularly described on the Map as follows:

COMMENCING at a point marking the northwesterly corner of premises of Maurice and Gertrude Frulla located on the southerly bounds of the Cedar River Road, so-called, and then running the following twelve (12) courses and distances:

- (1) North 86 degrees 33 minutes 30 seconds East a distance of 25.35 feet along the southerly bounds of the Cedar River Road to a point; then
- (2) South 13 degrees 17 minutes 00 seconds West a distance of 269.00 feet along the easterly bounds of a 25 foot wide existing road or right-of-way ("Bridge Road") to a point; then
- (3) South 21 degrees 49 minutes 25 seconds West a distance of 100 feet along the easterly side of Bridge Road to a point; then
- (4) South 13 degrees 51 minutes 30 seconds West a distance of 126.59 feet along the easterly side of Bridge Road to a point; then
- (5) South 04 degrees 16 minutes 45 seconds West a distance of 136.82 feet along the easterly side of Bridge Road to a point; then
- (6) South 01 degrees 40 minutes 40 seconds East a distance of 140.66 feet along Bridge Road to a point; then

- (7) South 05 degrees 57 minutes 00 seconds East a distance of 185.78 feet along Bridge Road to a point; then
- (8) South 03 degrees 25 minutes 40 seconds East a distance of 54.90 feet along the easterly side of Bridge Road to its intersection with the northwesterly bounds of lands of Finch, Pruyn & Company, Incorporated ("Finch"); then
- (9) South 65 degrees 30 minutes 55 seconds West a distance of 280.11 feet along the boundary line between the lands formerly of Frulla and Finch to a point; then
- (10) North 03 degrees 41 minutes 05 seconds East a distance of 879.22 feet along the westerly bounds of the lands formerly of Frulla to a point; then
- (11) South 84 degrees 37 minutes 45 seconds East a distance of 226.61 feet along a part of the northerly boundary of the lands formerly of Frulla to a point on the westerly side of Bridge Road; then
- (12) North 13 degrees 17 minutes 00 seconds East a distance of 262.61 feet along the westerly side of Bridge Road to the point and place of beginning.

CONTAINING 3.66 acres of land, more or less.

(For clarification purposes only: Upon acquisition of this 3.66 acres by Finch, Pruyn & Co., Inc. from Maurice and Gertrude Frulla, Finch, Pruyn released to said Maurice and Gertrude Frulla, all rights and easements crossing premises being retained, referred to in a deed from Ethel O'Brien Fletcher to Maurice and Gertrude Frulla, dated May 2, 1956 and recorded in the Hamilton County Clerk's Office on May 2, 1956 in Book 102 of Deeds at Page 439.)

SUBJECT TO ADIRONDACK PARK AGENCY PERMIT

The lands conveyed are subject to Adirondack Park Agency Permit 96-308 issued November 7, 1996, the terms and conditions of which are binding upon the heirs, successors and assigns of the grantors and all subsequent grantees, which permit was recorded in the Hamilton County Clerk's Office on November 13, 1996 in Book 4 of APA Permits at page 372. (see Exhibit C, Schedule B, Item 11N(a) of aforesaid Correction/Confirmatory deed)

BEING THE SAME PREMISES conveyed to Finch, Pruyn & Company, Incorporated from Maurice Frulla and Gertrude Frulla by deed dated January 22, 1997 and recorded in the Hamilton County Clerk's Office on January 30, 1997 in Book 214 of Deeds at page 746.

4. 2001 WELLS DEED (TAX MAP PARCEL 55.013-1-47). ALL THAT LOT OF LAND located in the Town of Indian Lake, County of Hamilton and State of New York, being part of Lot No. 50, Township No. 33, Totten and Crossfield's Purchase, and more particularly described as **LOT NO. 11 TOGETHER WITH UNDERWATER LANDS OF THE CEDAR**

RIVER (the "River") as shown on a map entitled "Map of a Subdivision Made for Royce and Frances Wells, etc." dated January 4, 1994 and last revised on January 20, 1994; prepared by Van Dusen & Steves, Land Surveyors, Glens Falls, New York, N.Y.S. License No. 35617; approved by the Town of Indian Lake Planning Board on January 25, 1994; and filed in the Hamilton County Clerk's Office on January 25, 1994 as Map No. 1346 (hereinafter the "Map"), more particularly described as follows:

BEGINNING at the southwesterly corner of Lot No. 50, Township 33, Totten and Crossfield's Purchase, which point of beginning is also the southwesterly corner of Lot No. 11 herein conveyed, then running the following five (5) courses and/or distances:

- (1) North along the division line between Lot Nos. 50 and 71, Township No. 33, Totten and Crossfield's Purchase, which division line is also the western boundary of Lot No. 11 herein conveyed, a distance of 600 feet, more or less, to the south bank of the River; then
- (2) Northerly continuing along the division line between Lot Nos. 50 and 71, Township No. 33, Totten and Crossfield's Purchase, from the south bank across the River to the north bank at low water mark; then
- (3) Easterly along the north bank of the River at low water mark as it winds and turns a distance of 2,025 feet, more or less, to the easternmost point of lands owned by the Grantor on the north bank of the River at low water mark; then
- (4) Southerly from the north bank across the River to the south bank to a point where lands of the Grantee located in Lot No. 51 of Township No. 33, Totten and Crossfield's Purchase, intersect with the south bank of the River; then
- (5) South 70 degrees West, more or less, along the division line between Lot Nos. 50 and 51, Township No. 33, Totten and Crossfield's Purchase, which division line is also the southerly boundary of Lot No. 11 conveyed herein and the boundary of adjoining lands owned by the Grantee, a distance of 1,740 feet, more or less, to the point and place of beginning.

CONTAINING 18.2 calculated acres of land, more or less.

EASEMENTS AND RIGHTS CONVEYED

TOGETHER WITH the appurtenances and all the estate and rights in and to the premises.

- (1) **SUBJECT TO** Declaration of Covenants and Restrictions dated August 3, 1994 and recorded in the Hamilton County Clerk's Office on August 8, 1994 in Book 209 of Deeds at page 672. (see Exhibit C, Schedule B, Item 3IN(a) of aforesaid Correction/Confirmatory deed)

(2) **SUBJECT TO** any vested private and public riparian rights relating to the River.

SUBJECT TO ADIRONDACK PARK AGENCY PERMIT

The lands conveyed herein are subject to Adirondack Park Agency Permit No. 93-86 issued January 5, 1994, the terms and conditions are binding upon the heirs, successors and assigns of the grantors and all subsequent grantees, which permit was recorded in the Hamilton County Clerk's Office on February 3, 1994 in Book 3 of APA Permits at page 841. (see Exhibit C, Schedule B, Item 3IN(b) of aforesaid Correction/Confirmatory deed)

BEING THE SAME PREMISES conveyed to Finch, Pruyn & Company, Inc. by Royce E. Wells and Frances M. Wells, Trustees of the Wells Family Trust dated June 8, 1995, by deed dated October 3, 2001 and recorded in the Hamilton County Clerk's Office on October 4, 2001 in Book 225 of Deeds at page 1.

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,109 as Project: Hamilton 318B (Tax Map Parcel Nos. 55.00-1-1.1, 55.013-1-47, 55.014-1-2.2, 64.00-1-2 and 64.00-1-1.1 which lies south and east of Cedar River Road, aka County Route No. 12, as shown on said Compiled Map), for further reference.

SCHEDULE 2 CONTINUED

"Indian Lake Block - Town of Indian Lake, Good Luck Tract, Project: Hamilton 323B"

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LYING SOUTH OF STATE HIGHWAY 28.

ALL THAT PARCEL OR PIECE OF LAND situated in the Town of Indian Lake, Hamilton County, State of New York, Totten and Crossfield's Purchase, being part of Lot 24, Township No. 16.

1. **OSTRANDER AND BELL DEED.** **ALL THAT PARCEL OF LAND** located in the Town of Indian Lake, Hamilton County and State of New York, being **Lot No. 24**, Township No. 16, Totten and Crossfield's Purchase; except the east half thereof of 525 acres, more or less.

EXCEPTING AND RESERVING those premises conveyed by Finch, Pruyn & Company, Incorporated to Francis Farrell and John F. Farrell by deed dated October 16, 1924 and recorded in the Hamilton County Clerk's Office on December 31, 1924 in Book 59 of Deeds at page 188 (said exception being further identified on the hereinafter described Compiled Map as part of Hamilton County Real Property Tax Map Parcel 57.00-1-19.1, being a parcel of land

conveyed by Helen Marie Farrell and F. Brian Farrell, as Co-Executors of the Last Will and Testament of Helen M. Farrell to Little Bad Luck Corporation by deed dated February 18, 2004 and recorded in the Hamilton County Clerk's Office on March 18, 2004 in Book 231 of Deeds at Page 67), and described as follows:

ALL THAT PARCEL OR PIECE OF LAND situated in the Town of Indian Lake, Hamilton County, State of New York, Totten and Crossfield's Purchase, being a part of Lot # 24, Township 16, surveyed and bounded as follows:

BEGINNING at a stake and stones on Township line running between Townships 15 & 16 about 200 feet north of the northern shore of Little Bad Luck Pond, running thence the following six (6) courses and distances:

- (1) North 78 degrees 45 minutes East a distance of 502 feet to a stake; then
- (2) North 78 degrees 30 minutes East a distance of 760 feet to a stake on northwest side and near trail leading from Little Bad Luck Pond to Cranberry Pond; then
- (3) South 6 degrees West 880 feet to a soft maple tree near inlet to aforesaid pond; then
- (4) South 11 degrees 30 minutes West 425 feet to a tamarack stake; then
- (5) South 41 degrees 30 minutes West 475 feet to a stake in aforesaid town line; then
- (6) Northerly along aforesaid township line 1,450 feet to place of beginning, same containing 26 acres of land and water more or less.

EXCEPTING AND RESERVING, however, to Finch, Pruyn and Company, Incorporated and to its successors and assigns forever the right, privilege and easement to cross and re-cross the said premises with men, teams and servants, and other means of transportation, for the purpose of transporting supplies and equipment, logs and wood upon two roads leading from the premises in Lot 24, Township 16, Totten and Crossfield's Purchase now belonging to Finch, Pruyn and Company, Incorporated to points on the shore of Little Bad Luck Pond, northerly and southerly respectively 120 feet each from the shore of the inlet thereof, and from thence down and across said pond to a point 120 feet southerly from the edge of the bridge across the outlet thereof.

BEING A PORTION OF THE PREMISES conveyed to Finch, Pruyn & Company, Incorporated from George N. Ostrander, Harriet E. Ostrander, Frank L. Bell and Stella Phelps Bell by deed dated December 11, 1923 and recorded in the Hamilton County Clerk's Office on February 14, 1924 in Book 58 of Deeds at page 225.

EXCEPTING AND RESERVING lands acquired for highway purposes by the County of Hamilton for the North River-Indian Lake County Highway No. 8152, as shown on Maps No.

14 and 15 as Parcels A, B, C and D, by deed dated May 10, 1926 and recorded in the Hamilton County Clerk's Office on October 11, 1926 in Book 61 of Deeds at Page 232. (see Exhibit C, Schedule B, Item 7IN(a) of aforesaid Correction/Confirmatory deed)

EXCEPTING AND RESERVING those premises conveyed by Finch, Pruyn & Company, Inc. to Niagara Mohawk Power Corporation by deed dated December 9, 1957 and recorded in the Hamilton County Clerk's Office on February 10, 1958 in Book 109 of Deeds at Page 28 (being a 75' wide electric transmission line, and further identified on the hereinafter described Compiled Map as a strip of land for a portion of Hamilton County Real Property Tax Map Parcel 66.00-2-7).

TOGETHER, with the permanent rights to cut and trim trees upon the remaining premises of Finch, Pruyn & Company, Inc., its successors or assigns, on either side of said strip of land which may, in the opinion of Niagara Mohawk Power Corporation, its successors or assigns, interfere with or be likely to interfere with the successful operation of an electric transmission line hereafter to be constructed on said strip of land. (see Exhibit C, Schedule B, Item 7IN(b) of aforesaid Correction/Confirmatory deed)

TOGETHER, with the right at all times to cross and recross the land situated between the proposed transmission line and Route 28 on foot and with teams and motor vehicles for the purpose of constructing, operating, inspecting or repairing any and all structures or fixtures of every kind and nature which Niagara Mohawk Power Corporation, its successors or assigns, may erect, operate, construct or maintain upon the above described premises, said right of entry to be confined to routes designated by Finch, Pruyn & Company, Inc., its successors or assigns, if practicable and reasonable; Niagara Mohawk Power Corporation to reimburse Finch, Pruyn & Company, Inc., its successors or assigns, for all physical damage to the lands or crops growing thereon in the exercise of such rights of crossing. (see Exhibit C, Schedule B, item 7IN(b) of aforesaid Correction/Confirmatory deed)

EXCEPTING AND RESERVING however unto Finch, Pruyn & Co., Inc., its successors or assigns, the right to cross and recross said strip of land at four points which said crossings shall be fifty feet (50') in width and be at points to be designated by Niagara Mohawk Power Corporation, its successors or assigns. Also, the right to cross and recross with skid trails for removing forest materials as long as such crossing does not interfere with the transmission line. The use of said crossings shall be at the sole risk of the parties using the same.

EXCEPTING AND RESERVING three (3) fee parcels and four (4) permanent easements, appropriated by the People of the State of New York for highway purposes for the Indian Lake - North River State Highway No. 8152, as shown on

1) Map No. 49, Parcel Nos. 89, 90 & 91 (Fee) and Map No. 49, Parcel Nos. 92, 93 & 94 (Permanent Easements) from Finch, Pruyn & Co., Inc. by Notice of Appropriation dated December 14, 1961 and recorded in the Hamilton County Clerk's Office on June 6, 1962 in Book 122 of Deeds at Page 151. (see Exhibit C, Schedule B, Item 7IN(c) of aforesaid Correction/Confirmatory deed)

2) Map No. 94, Parcel No. 171 (Permanent Easement) from Finch, Pruyn & Co, Inc. by Notice of Appropriation dated January 18, 1963 and recorded in the Hamilton County Clerk's Office on February 7, 1963 in Book 124 of Deeds at Page 417. (see Exhibit C, Schedule B, Item 7IN(c) of aforesaid Correction/Confirmatory deed)

TOGETHER with said above excepted and reserved rights, the right to cross and recross said strip of land at four points which said crossings shall be fifty feet (50') in width and be at points to be designated by Niagara Mohawk Power Corporation, its successors or assigns. Also, the right to cross and recross with skid trails for removing forest materials as long as such crossing does not interfere with the transmission line. The use of said crossings shall be at the sole risk of the parties using the same.

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,112 as Project: Hamilton 323B (Tax Map Parcel No. 66.00-4-1, as shown on said Compiled Map), for further reference.

WARREN COUNTY - Conservation Easement

ALL THOSE CERTAIN PIECES OR PARCELS OF LAND with the buildings and improvements thereon erected, lying and being a portion of the property- located in the Towns of Johnsbury, Chester, Thurman, Warrensburg, Lake George, Lake Luzerne, Bolton, Stony Creek and Queensbury, County of Warren and State of New York, being more particularly described on Schedule 1, Town of Johnsbury, "Route 28 Tract", Project: Warren 199; Schedule 2, Town of Chester, "Igerna Tract", Project: Warren 201 and "Potter Brook Road Tract", Project: Warren 204; Schedule 3, Towns of Stony Creek & Thurman, "Hilderbrandt Road Tract", Project: Warren 205; Schedule 4, Town of Warrensburg, "Pucker Street Tract", Project: Warren 206 and "Alden Avenue Tract", Project: Warren 207; Schedule 5, Towns of Warrensburg & Lake George, "Somerville Road Tract", Project: Warren 208; Schedule 6, Towns of Lake Luzerne &/or Warrensburg, "Veile Pond Road Tract", Project: Warren 209; "Hall Hill Road Tract", Project: Warren 211 and "Griffin Road Tract", Project: Warren 220; Schedule 7, Town of Bolton, "Padanarum Road Tract", Project: Warren 212 and "Northway Riverbank Road Tract", Project: Warren 213; Schedule 8, Town of Stony Creek, "Wolf Pond Road Tract", Project: Warren 215; "Stony Creek Tract", Project: Warren 216; "Harrisburg Road Tract", Project: Warren 217; "Harrisburg Lake Tract", Project: Warren 218 and "Lens Lake Road Tract", Project: Warren 219; Schedule 9, Town of Lake Luzerne, "Buck Tail Mountain Tract", Project: Warren 221; and Schedule 10, Town of Queensbury, "French Mountain Tract", Project: Warren 222 and "Luzerne Mountain Tract", Project: Warren 223, attached hereto and made a part hereof.

Said lands in Schedules 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 are further depicted on maps prepared by McIntosh & McIntosh, P.C. entitled "Compiled Map Showing Sketch of a Conservation Easement to be Acquired Pursuant to Section 3-0305 of the Environmental Conservation Law" or entitled "Compiled Map Showing Sketch of a Proposed Fee Parcel and Three Conservation Easements to be Acquired Pursuant to Section 3-0305 of the Environmental Conservation Law" or entitled "Compiled Map Showing Sketch of a Proposed Fee Parcel and a Conservation Easement to be Acquired Pursuant to Section 3-0305 of the Environmental Conservation Law" or entitled "Compiled Map Showing Sketch of Two Conservation Easements to be Acquired Pursuant to Section 3-0305 of the Environmental Conservation Law", dated December 14, 2010 and Designated as follows (individually, the "Compiled Map" and collectively, the "Compiled Maps"):

- Schedule 1. Vendor - Upper Hudson Woodlands ATP, LP, Project: Warren 199. Map No. 12,153
- Schedule 2. Vendor - Upper Hudson Woodlands ATP, LP, Project: Warren 201, Map No. 12,155 and Project: Warren 204, Map No. 12,158
- Schedule 3. Vendor - Upper Hudson Woodlands ATP, LP, Project: Warren 205 Map No. 12,159
- Schedule 4. Vendor - Upper Hudson Woodlands ATP, LP, Project: Warren 206. Map No. 12,160 and Project: Warren 207, Map No. 12,161
- Schedule 5. Vendor -Upper Hudson Woodlands ATP, LP. Project: Warren 208. Map No. 12,162

- Schedule 6. Vendor - Upper Hudson Woodlands ATP, LP, Projects: Warren 209, Warren 211 and Warren 220 Map No. 12,163
- Schedule 7. Vendor - Upper Hudson Woodlands ATP, LP, Project: Warren 212, Map No. 12,164 and Project: Warren 213, Map No. 12,165
- Schedule 8. Vendor - Upper Hudson Woodlands ATP, LP, Projects: Warren 215 and Warren 216, Map No. 12,166; Project: Warren 217, Map No. 12,167; Project: Warren 218, Map No. 12,168, and Project: Warren 219, Map No. 12,169
- Schedule 9. Vendor - Upper Hudson Woodlands ATP, LP, Project: Warren 221, Map No. 12,170
- Schedule 10. Vendor - Upper Hudson Woodlands ATP, LP, Project: Warren 222, Map No. 12,171 and Project: Warren 223, Map No. 12,172

All Compiled Maps being dated December 14, 2010 and filed as Department of Environmental Conservation Maps in the New York State Department of Environmental Conservation, Bureau of Real Property Office at 625 Broadway, Albany, NY, said Compiled Maps being also filed in the Warren County Clerk's Office immediately prior hereto and of even date herewith.

TOGETHER with the rights of the grantor in and to those portions of the premises described herein which lie within the bounds of all public roads or highways. With respect to the description of parcels herein that are adjacent to public roadways; unless otherwise specifically described to the contrary, it is Grantor's intention to convey all right title and interest, if any, in and to the lands to the centerline of the roadway.

TOGETHER with the appurtenances, and all the estate and rights of the grantor in and to said premises.

SUBJECT to the rights of the public in and to those portions of the premises described herein which lie within the bounds of all public roads or highways and also subject to all easements, rights-of-way, covenants and restrictions of record.

SUBJECT to exceptions set forth herein and also listed in Exhibit C, Schedule B as noted in the Correction/Confirmatory deed conveyed by The Nature Conservancy, Inc. to Upper Hudson Woodlands ATP, LP referenced below. (See corresponding Exhibit C, Schedule B references following exceptions in the description below).

BEING A PORTION OF THE PREMISES conveyed by Finch, Pruyn & Company, Incorporated to Adirondack Woodlands LLC by deed dated June 18, 2007 and recorded in the Warren County Clerk's Office on June 21, 2007 in Book 3300 of Deeds at Page 1.

AND BEING A PORTION OF THE PREMISES conveyed by Adirondack Woodlands LLC to The Nature Conservancy, Inc. by deed dated October 1, 2007 and recorded in the Warren County Clerk's Office on October 4, 2007 in Book 3391 of Deeds at Page 302.

AND BEING THE SAME PREMISES LOCATED IN WARREN COUNTY conveyed by The Nature Conservancy, Inc. to Upper Hudson Woodlands ATP, LP, by deed dated March 27, 2009, and recorded in the Warren County Clerk's Office on March 31, 2009 in Liber 3739 at Page 1, and by Correction/Confirmatory Deed recorded in the aforesaid County Clerk's Office prior to and of even date herewith.

AND BEING A PORTION OF THE PREMISES conveyed by Pruyn & Company, Incorporated f/k/a Finch, Pruyn & Company, Incorporated to The Nature Conservancy, Inc. by Quitclaim deed dated December 6, 2010 and recorded in the Warren County Clerk's Office on December 6, 2010 in Liber 4139 page 164.

SCHEDULE 1

"Lake George Block - Town of Johnsburg, Route 28 Tract, Project: Warren 199"

ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND, situate in the Town of Johnsburg, County of Warren and State of New York, bounded and described as follows:

ALL THAT PIECE OR PARCEL OF LAND situate, lying and being in the Town of Johnsburg, County of Warren and State of New York, described in a deed from Robert M. McBride to Embury Moston and Willard Moston dated February 8, 1898 and recorded in the Warren County Clerk's Office on February 10, 1898 in Book 80 of Deeds at page 60, as follows:

All that certain piece or parcel of land situate, lying and being in the Town of Johnsburg, Warren County, New York, and is a part of the South part of Lot 28 in the Gore South of Township No. 12 of Totten & Crossfield's Purchase and is bounded as follows, Commencing at an elm tree (marked) standing on the east side of the highway leading from The Glen to Weavertown, thence north sixty degrees east to the Adirondack Railroad (said Adirondack Railroad being further identified on the hereinafter described Compiled Map as Warren County Real Property Tax Map Parcel 135-1-35, being lands conveyed by the Delaware and Hudson Railway Company, Inc. to the County of Warren by deed dated July 1, 1996 and recorded in the Warren County Clerk's Office on February 3, 1997 in Book 1010 of Deeds at Page 142) thence southerly along the line of said Railroad to the north line of the "Spook Lot", thence south sixty degrees west along the north line of said "Spook Lot" to the west line of Lot No. 28, thence north thirty degrees west along the lot line to a point opposite said elm tree, thence north sixty degrees east to the place of beginning. Containing 102 acres of land by estimation.

ALSO, ALL THAT PIECE OR PARCEL OF LAND situate, lying and being in the Town of Johnsburg, County of Warren and State of New York, described in a deed from Annie Murphy to Embury Moston and Embury Moston and Charles H. Carson, Executors of the Last

Will and Testament of Willard Moston, Deceased, dated November 23, 1917 and recorded in the Warren County Clerk's Office on January 9, 1918 in Book 137 at page 522, as follows:

All that certain piece or parcel of land situate in the Town of Johnsburg, in the County of Warren and State of New York, to wit: South part of Lot 28, in Gore south of Township 12 of Totten and Crossfield's Purchase. West of river known as "Spook Lot" being ten and 27/100 chains north and south and sixty three chains east and west bounded on the east by Hudson River and south by lands owned by the heirs of James McAveigh, estimated to contain sixty four and 70/100 acres of land, and excepting and reserving one and 54/100 acres occupied by Adirondack Railway Company for tracks and right of way (said Adirondack Railroad being further identified on the hereinafter described Compiled Map as Warren County Real Property Tax Map Parcel 135-1-35, being lands conveyed by the Delaware and Hudson Railway Company, Inc. to the County of Warren by deed dated July 1, 1996 and recorded in the Warren County Clerk's Office on February 3, 1997 in Book 1010 of Deeds at Page 142).

BEING the same two parcels of land conveyed to Jeremiah T. McCarthy and Harry W. Robinson by a deed from Jeremiah T. McCarthy, Joseph Martin, Jr. and James A. Murphy, as Executors of the Last Will and Testament of William J. McCarthy, Deceased, dated November 23, 1940 and recorded in the Warren County Clerk's Office on January 3, 1941 in Book 217 of Deeds at page 207, and a deed from the National Commercial Bank And Trust Company of Albany, N.Y., as Executor of the Last Will and Testament of Embury Moston, Deceased, dated December 9, 1944 and recorded in the Warren County Clerk's Office on December 28, 1944 in Book 230 of Deeds at page 511.

SAID Jeremiah T. McCarthy died June 25, 1953, intestate, a resident of the Town of Chester and State of New York leaving him surviving, his son, F. Jordon McCarthy, as his only heir at law and distributee.

EXCEPTING a parcel of land containing 1.1 acres, more or less described in a deed from William J. McCarthy, Mary E. McCarthy, Embury Moston and Caroline Moston to Adirondack Realty Holding Corporation dated April 11, 1928 and recorded in the Warren County Clerk's Office Nov. 9, 1928 in Book 178 of Deeds at page 109 (said exception being further identified on the hereinafter described Compiled Map as Warren County Real Property Tax Map Parcel 135-1-33, being one of many parcels of land conveyed from Niagara Mohawk Power Corporation to The Nature Conservancy, Inc. by deed dated November 9, 1994 and recorded in the Warren County Clerk's Office on November 10, 1994 in Book 930 of Deeds at Page 272).

ALSO, EXCEPTING a parcel of land containing 3.39 acres, more or less described in a deed from Embury Moston and Carrie Moston to County of Warren dated December 1, 1938 and recorded in the Warren County Clerk's Office on January 13, 1939 in Book 210 of Deeds at page 383 and in a deed from Jeremiah T. McCarthy, Joseph Martin, Jr. and James A. Murphy, as Executors of the Last Will and Testament of William J. McCarthy, Deceased, to County of Warren dated December 1, 1938 and recorded in Warren County Clerk's Office on January 13, 1939 in Book 210 of Deeds at page 391 (said exception being further identified as lands acquired

by the County of Warren for highway purposes for "The Glen-Weavertown State Highway No. 1963," as shown on Map No. 6R1, said map being referenced on the hereinafter described Compiled Map).

SUBJECT to a Right Of Way Agreement between Harry W. Robinson and General Telephone Company of Upper New York, Inc. dated March 24, 1959 and recorded in the Warren County Clerk's Office August 13, 1959 in Book 389 of Deeds at page 506. (see Exhibit C. Schedule B, Item 3L(a) of aforesaid Correction/Confirmatory deed).

Except those premises conveyed from Finch Pruyn & Co., Inc. to James Peck by deed dated October 22, 2004 and recorded in the Warren County Clerk's Office on October 22, 2004 at Liber 1413 of deeds at page 120 (said exception being further identified on the hereinafter described Compiled Map as Warren County Real Property Tax Map Parcels 135-1-2 and 135-1-3 and 135-1-1.2, being a parcel of land conveyed from James M. Peck to Peck Properties, LLC by deed dated January 1, 2007 and recorded in the Warren County Clerk's Office on January 3, 2007 in Book 3158 of Deeds at Page 135).

BEING A PORTION OF THE PREMISES conveyed to Finch, Pruyn and Company, Incorporated from Harry W. Robinson and F. Jordan McCarthy by deed dated May 26, 1969 and recorded in the Warren County Clerk's Office on June 29, 1969 in Book 508 of Deeds at page 193.

2010 FINCH QUITCLAIM DEED (PORTION OF TAX MAP PARCEL 135.00-1-32)

ALL THAT PIECE, PARCEL OR TRACT OF LAND situate, lying and being in the Town of Johnsbury, County of Warren, State of New York, described as follows:

Totten & Crossfield's Purchase - Gore South of Township 12, all the portion of Lot 28, bounded on the northwest by land conveyed to Gail W. Epstein in Liber 1103 page 79, bounded on the northeast by the Hudson River, bounded on the southeast by lands conveyed to the Nature Conservancy in Liber 930 page 272, and bounded on the southwest by lands conveyed to the County of Warren (formerly the Adirondack Railroad ROW) in Liber 1010 page 142. Being that portion of Tax Parcel 135.00-1-32 lying northeast of the former Adirondack Railroad ROW.

Intending to describe a portion of Warren County Tax parcel 135.00-1-32, as shown on Warren County Tax maps dated March, 2008.

AND BEING A PORTION OF THE PREMISES conveyed by Pruyn & Company, Incorporated f/k/a Finch, Pruyn & Company, Incorporated to The Nature Conservancy, Inc. by Quitclaim deed dated December 6, 2010 and recorded in the Warren County Clerk's Office on December 6, 2010 in Liber 4139 page 164.

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,153 as Project: Warren 199 (Tax Map Parcel Nos. 135.00-1-1.1 and 135.00-1-32, as shown on said Compiled Map), for further reference.

SCHEDULE 2**"Lake George Block - Town of Chester, Igerna Tract, Project: Warren 201"**

ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND, in the Town of Chester, County of Warren and State of New York, bounded and described as follows:

1. **1966 DOLAN DEED (TAX MAP PARCEL 051.00-1-1).** **ALL THAT PIECE OR PARCEL OF LAND** lying and being in the Town of Chester, County of Warren, State of New York, and known as Lot No. 18 in Township 24, of Totten and Crossfield's Purchase, being the premises described in a deed from Sara G. Moore to William J. McCarthy, dated March 11th, 1926, and recorded in the Warren County Clerk's Office on the 30th day of March, 1926, in Book 167 of Deeds at page 490; also reference is made to a deed from Mary E. McCarthy to William J. McCarthy, dated March, 1926, and recorded in the Warren County clerk's Office on the 5th day of March, 1926, in Book 167 of Deeds, at page 383; intending to convey property described in a deed dated November 23, 1940, from Jeremiah T. McCarthy, Joseph Martin, Jr., and James A. Murphy, as Executors of the Last Will and Testament of William J. McCarthy, deceased, to Jeremiah T. McCarthy and Harry W. Robinson, recorded in the Warren County Clerk's Office on December 3rd, 1940 in Book 217 at page 61.

EXCEPTING AND RESERVING the southerly portion of Lot No. 18, being further identified on the hereinafter described Compiled Map as being Warren County Real Property Tax Map Parcel 51-1-46, being lands conveyed by John Fabianek to Phillip Robert Kunz by deed dated December 31, 1985 and recorded in the Warren County Clerk's Office on January 9, 1986 in Book 678 of Deeds at Page 150.

Together with the appurtenances and all the estate and rights in and to said premises, and together with all fixtures and articles of personal property now or hereafter attached to, or used in connection with the premises.

Together with all the right, title and interest in and to any road, avenue, lane, right of way or easement, as they now exist or formerly existed, whether or not the same be set forth in the description of the premises herein.

BEING A PORTION OF THE PREMISES conveyed to Finch, Pruyn & Company, Incorporated from Thomas E. Dolan by deed dated September 7, 1966 and recorded in the Warren County Clerk's Office on September 8, 1966 in Book 473 of Deeds at page 49.

2. **1994 TWIN RIVERS COUNCIL, INC. DEED (TAX MAP PARCEL 033.00-2-21).** **ALL** that certain piece or parcel of land, formerly assessed to Unknown Owner on the 1977 assessment roll, located in the State of New York, County of Warren, designated as Town of Chester tax Lot 8, Block 1, Section 15, more particularly described as being OFF N. GORE ROAD, WOOD LOT, VAC. 29.14A, more particularly located on the Gore North of Township 24 in the south part of Lot 67.

TOGETHER, with the appurtenances and all the estate and rights in and to said premises.

BEING THE SAME PREMISES conveyed to Finch, Pruyn & Company, Incorporated from Twin Rivers Council, Inc. Boy Scouts of America by deed dated June 3, 1994 and recorded in the Warren County Clerk's Office on July 10, 1994 in Book 919 of Deeds at page 141.

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,155 as Project: Warren 201 (Tax Map Parcel Nos 51.00-1-1 and 33.00-2-21 as shown on said Compiled Map), for further reference.

SCHEDULE 2 CONTINUED

"Lake George Block - Town of Chester, Potter Brook Road Tract, Project: Warren 204"

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Chester, County of Warren and State of New York, described as follows: northerly by lands now or formerly owned by Sarah T. Russell, Charles A. Potter and Jonathan Potter; easterly by lands now or formerly owned by Jonathan Potter, and the heirs of Patrick Morrison, deceased; southerly by lands now or formerly owned by William Kiley, Arnold Scriptor and Fred Graves and westerly by lands of John H. Whipple and David Ross. Estimated to contain two hundred acres of land. Being the same premises conveyed to Thomas Purvee by Nelson Alger and Wife, William Alger and wife, and Electa Alger, being the sole devisees and widow of Albert Alger, deceased.

EXCEPTING from the above described premises a portion thereof heretofore conveyed by Clifford R. Alger and Dorothy Alger, his wife, to Potter Brook Sawmills, Inc., by deed dated June 13, 1960 and recorded in the Warren County Clerk's Office on June 14, 1960 in Book 399 of Deeds at page 54, more particularly bounded and described as follows: **ALL THAT TRACT**

OR PARCEL OF LAND, with the buildings and improvements thereon, situate in the Town of Chester, County of Warren and State of New York, bounded and described as follows:

BEGINNING in the center of the town road known as the Potter Brook Road at a point where the line dividing the Town of Chester and the Town of Warrenburg intersects said road, and running thence along the center line of said road the following courses and distances:

- (1) North 23° 10' east 308.8 feet; then
- (2) North 17° 35' east 562.5 feet; then
- (3) North 22° 20' east 100 feet; then
- (4) North 26° 50' east 100 feet; then
- (5) North 31° 30' east 146 feet to a point where the dividing line between lands now or formerly of Clifford Alger and lands now or formerly of George Potter Estate intersects said town road; then
- (6) North 22° 30' west 1514.5 feet to the northeast corner of premises herein conveyed; then
- (7) South 67° 30' west 1195 feet more or less along the line dividing lands now or formerly of George Potter Estate and the land herein conveyed to the center line of Taylor Brook; then
- (8) In a general southerly direction along the center line of Taylor Brook 800 feet more or less to its confluence with Potter Brook in the center line thereof; then
- (9) In a general southerly direction along the center line of Potter Brook as it winds and turns 2200 feet more or less to a point where the dividing line between the Town of Chester and the Town of Warrenburg intersects said Potter Brook; then
- (10) North 67° 30' east 745 feet more or less to the point or place of beginning.

Containing 60.5 acres of land, be the same more or less.

(Said exception being further identified on the hereinafter described Compiled Map as being collectively, Warren County Real Property Tax Map Parcel Nos. 152-1-39.1, 152-1-39.2 and 152-1-40).

ALSO GRANTING AND TOGETHER WITH a right of way from Potter Brook Road to the premises conveyed herein over the excepted land described in the preceding paragraph, as reserved in the deed from Clifford R. Alger and Dorothy Alger to Potter Brook Sawmills, Inc., referred to in the preceding paragraph, more particularly described as a driveway on, over and

across the property described in the preceding paragraph. The three grantors of this deed (H. John Schutze, James A. Schoff and Dennis J. Phillips), as well as their predecessor in title, Bruce Weber, have continuously used the existing driveway running from Potter Brook Road to the premises herein conveyed for ingress and egress and, during the period of their ownership, no one has ever questioned their right to use the driveway.

BEING THE SAME PREMISES conveyed to Finch, Pruyn & Company, Incorporated from H. John Schutze, James A. Schoff and Dennis J. Phillips by deed dated June 2, 1995 and recorded in the Warren County Clerk's Office on June 15, 1995 in Book 949 of Deeds at page 259.

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,158 as Project: Warren 204 (Tax Map Parcel No. 152.00-1-41, as shown on said Compiled Map), for further reference.

SCHEDULE 3

"Lake George Block - Town of Stony Creek and Thurman, Hilderbrandt Road Tract, Project: Warren 205"

ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND, in the Towns of Stony Creek and Thurman, County of Warren and State of New York, bounded and described as follows:

1. **1964 MARTIN DEED (TAX MAP PARCEL 234.00-2-1)**. **ALL THAT CERTAIN PIECE OR PARCEL OF LAND** situate, lying and being in the Town of Stony Creek, County of Warren and State of New York, being Lot No. 11 in Range 1 of the Dartmouth Patent-Small Tract, containing 125 acres of land, be the same more or less, bounded as follows: On the southwest by lands of the Oller Wood estate, east by land of Frank Kenyon and land of William Dingman, north by land known as the Delbert Burdick place, supposed to be owned by Ambrose Waddell. **BEING** the same premises conveyed by Ernest Grimes to David Martin by deed dated February 19, 1962 and recorded in the Warren County Clerk's Office.

EXCEPTING out of and from the above described premises a parcel of land conveyed by Alvin Grimes and Louisa Grimes to Harriette Combs and Joslin Combs by deed dated June 15, 1912 and recorded in the Warren County Clerk's Office July 1, 1912 in Book 124 of Deeds at page 104.

BEING THE SAME PREMISES conveyed to Finch, Pruyn & Company, Incorporated from David Martin by deed dated November 24, 1964 and recorded in the Warren County Clerk's Office on November 24, 1964 in Book 448 of Deeds at page 465.

2. **1988 SEVERINO DEED (TAX MAP PARCEL 247.00-1-5.1). ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND**, with the buildings and improvements thereon erected, situate, lying and being in the Town of Stony Creek, in the County of Warren and State of New York, and is all of Lot No. 10 in the First Range of Dartmouth Patent, Small Tract, containing two hundred and thirty-four acres, be the same more or less.

Excepting and reserving from the above Lot No. 10, however, that part thereof, bounded and described as follows:

BEGINNING at the Northeast corner of said lot; running thence Westerly on the line between Small and Great Dartmouth Patents, to the corner of the Joseph Wood and Nelson Combs lots, so-called; thence South 25° East forty-nine (49) rods to a stake in the brook; thence up said brook to a beech tree, and thence nearly the same point of compass, through a swamp to a maple tree, marked for a corner; thence to the East line of said Lot 10 and thence Northerly along the said East line twenty-one (21) rods to the place of beginning. Containing forty acres of land be the same more or less, and being the same parcel formerly in possession of Joshua Combs, under a contract of purchase thereof, dated May 19, 1905 (said exception being further identified on the hereinafter described Compiled Map as being Warren County Real Property Tax Map Parcel 247-1-4, being lands conveyed into Finch, Pruyn & Co., by the 1998 Allison deed, shown below as Parcel 5).

Also excepting and reserving from the said Lot No. 10 that part thereof, bounded and described as follows:

BEGINNING at the Southeast corner of Lot No. 5, in Range One, Dartmouth Patent, Great Tract, at a hemlock tree in the patent line between Great and Small Dartmouth Patents; thence running as the needle pointed in 1893, South 25° East, twelve (12) chains and forty-three (43) links to the center of said brook; thence Southwesterly down the center of said brook as it winds and turns, to the Westerly line of Lot No. 10, Range One, Dartmouth Patent, Small Tract; thence North 25° 30' West along the Westerly bounds of said Lot 10, to the Northwesterly corner thereof; thence North 86° 30' East along the Northerly bounds of said Lot 10 to the place of beginning. Containing thirty acres of land be the same more or less (said exception being further identified on the hereinafter described Compiled Map as being Warren County Real Property Tax Map Parcel 247-1-3, being lands conveyed from Robert Matheny as Executor of the last will and testament of Harry Matheny, Jr. to Michael Matheny and Anna O. Matheny by deed dated October 21, 1993 and recorded in the Warren County Clerk's Office on January 3, 1994 in Book 904 of Deeds at Page 228).

BEING THE SAME PREMISES conveyed to Finch Pruyn and Company, Incorporated from Michael R. Severino and Virginia A. Severino by deed dated February 6, 1988 and

recorded in the Warren County Clerk's Office on February 16, 1988 in Book 702 of Deeds at page 658.

3. **1990 INTERNATIONAL PAPER COMPANY DEED (TAX MAP PARCEL 234.00-3-5).** ALL THAT TRACT OR PARCEL OF LAND bounded and described as follows: Part of Lot 4 Range 1 of Dartmouth Patent Great Tract in the Town of Stony Creek, Warren County, N.Y. Being the same premises conveyed from Fred N. Lyons to International Paper Company by deed dated January 9, 1979 and recorded in the Warren County Clerk's office on March 30, 1979 in Liber 622 of Deeds at Page 68.

Said two pieces of land contain approximately 376 acres more or less.

BEING A PORTION OF THE PREMISES conveyed to Finch, Pruyn and Company. Incorporated from International Paper Company by deed dated April 16, 1990 and recorded in the Warren County Clerk's Office on April 20, 1990 in Book 790 of Deeds at page 129.

4. **1990 INTERNATIONAL PAPER COMPANY DEED (TAX MAP PARCEL 234.00-1-16 and 234.00-1-17).** ALL THAT TRACT OR PARCEL OF LAND bounded and described as follows: Lot 3, Range 1 of the Dartmouth Patent Great Tract in the Town of Thurman, Warren County, N.Y. Being the same premises conveyed from Owens-Illinois Plywood Company to International Paper Company by deed dated October 27, 1958 and recorded in the Warren County Clerk's Office on November 24, 1958 in Liber 381 of Deeds at Page 560.

BEING A PORTION OF THE PREMISES conveyed to Finch, Pruyn and Company. Incorporated from International Paper Company by deed dated April 16, 1990 and recorded in the Warren County Clerk's Office on April 20, 1990 in Book 790 of Deeds at page 129.

SUBJECT to a permanent easement for construction, reconstruction and maintenance of a "truck turn-around" granted by Finch, Pruyn & Co., Inc. to the Town of Thurman dated June 6, 2003, unrecorded. (see Exhibit C, Schedule B, Item 8L(a) of aforesaid Correction/Confirmatory deed).

5. **1998 ALLISON DEED (TAX MAP PARCEL 247.00-1-4).** ALL THAT PARCEL OF LAND conveyed by a deed from Raymond M. VanDusen to Donald R. Allison and Marie R. Allison, dated April 4, 1994, recorded in the Warren County Clerk's Office on April 13, 1994 in Book 912 of Deeds at Page 141, and therein described as follows:

"ALL that certain plot, piece or parcel of land, with the building and improvements thereon erected, situate, lying and being in the Town of Stony Creek, County of Warren and State of New York, being a part of Lot No. Ten (10) in Range One (1) of Dartmouth Patent. Small Tract, bounded and described as follows: Beginning at the northeast corner of a small lot and running thence westerly on the line between Small and Great Dartmouth to the corner of lots now or formerly known as the Joseph Wood and Nelson Combs lots; thence south twenty-five degrees east forty-nine rods to a stake in the brook; thence up said brook to a beech tree. and

thence on nearly the same point of compass through a swamp to a maple tree marked for a corner, thence to the east line of said lot ten and thence northerly along the east line twenty-one rods to the place of beginning, containing forty acres of land be the same more or less.

Together with the appurtenances and all the estate and rights-in and to said premises.

BEING THE SAME PREMISES conveyed to Finch, Pruyn & Company, Incorporated from Donald R. Allison and Marie R. Allison by deed dated February 20, 1998 and recorded in the Warren County Clerk's Office on February 23, 1998 in Book 1054 of Deeds at page 285.

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,159 as Project: Warren 205 (Stony Creek Tax Map Parcel No. 234.00-3-5, 234.000-2-1, 247.00-1-4 and 247.00-1-5.1, Thurman Tax Map Parcel Nos. 234.00-1-16 and 234.00-1-17, as shown on said Compiled Map), for further reference.

SCHEDULE 4

"Lake George Block -Town of Warrensburg, Pucker Street Tract, Project: Warren 206"

ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND, in the Town of Warrensburg, County of Warren and State of New York, bounded and described as follows:

1. **1965 COOPER DEED (TAX MAP PARCEL 138.00-1-13)** **ALL THAT CERTAIN PIECE OR PARCEL OF LAND**, situate in the Town of Warrensburg, County of Warren and State of New York, known and distinguished as Lot No. Seventy-one (71), Hyde Township, being the same premises conveyed to Sylvanus Smith by various deeds from Nathaniel D. Middleton, John Middleton and wife, and George D. Middleton and wife, and Laura Hunt, the grantees or devisees of Nathaniel Middleton, deceased, which deeds are recorded in the Warren County Clerk's Office. Said lot is supposed to contain five hundred (500) acres of land, be the same more or less.

EXCEPT, however, from the said described premises, that part thereof, described in a deed from Sylvanus & Martha M. Smith, to Albert Moffitt, dated November 30, 1914, recorded in the Warren County Clerk's Office on Book 278 of Deeds at Page 229, as follows:

"Commencing at the pinnacle or top of the land called Huckleberry Mountain, at a point intersecting with the said Smith's south line, crossing said mountain; thence northwest or northerly along the ridge of said mountain to a point intersecting with the north line of said Smith's land, at the pinnacle or top of said mountain. Said line from one point to the other is to

be a straight line on hill or hollow. Said line from one point to the other is not intended to be the line to follows, but to get the starting point and the ending point, but the line to be the division line is to be the straight line from one point to the other. Said premises are bounded by said Smith's land and are in the shape of a flat-iron."

The present survey calls for 408 acres, outside said reserve.

Together with a right of way granted unto Bernard and James Cornell by Harriet Hastings by grant of right of way dated January 21, 1957 and recorded in the Warren County Clerk's Office January 24, 1957 in Book 362 of Deeds at page 284. (For clarification purposes only: see Book 829 of Deeds at page 28, for access to public roads).

BEING THE SAME PREMISES conveyed to Finch, Pruyn & Company, Inc. from F. Don Cooper by deed dated November 24, 1965 and recorded in the Warren County Clerk's Office on November 30, 1965 in Book 462 of Deeds at page 538.

2. 1993 EVANS DEED (TAX MAP PARCEL 138.00-1-12). (PARCEL D) LANDS NOW OR FORMERLY OF THE DINNEAN ESTATE). "ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND, situate, lying and being in Great Lot No. 70, Hyde Township, Town of Warrensburg, County of Warren and State of New York, described as follows:"

"Roughly one hundred fifty (150) acres of unimproved real property, lying west of the property taken by and presently owned by the State of New York, as being the west line of lands acquired in Fee by the People of the State of New York for highway purposes from Thomas P. & Margaret Dinnean for the construction of Interstate Route 502-3-5 (Trout Lake - Riverbank) by Notice of Appropriation dated January 10, 1964, in Book 437 of Deeds at Page 356 and shown on Map No. 480 as Parcel 655, said map being referenced on the hereinafter described Compiled Map and upon which there is located a public highway designated Interstate Route No. 87, but which is more commonly known as the Adirondack Northway, it being intended to convey a portion of the premises conveyed from one Marsha Weller, to one Margaret Dinnean and Thomas P. Dinnean by Deed dated July 5, 1938 and recorded in the Warren County Clerk's Office on the 22nd day of June, 1950, in Book 289 of Deeds at page 12, together with a portion of the premises conveyed from one James S. Kiley and Mary L. Kiley to Thomas Dinnean and Margaret Dinnean by Deed dated the 3rd day of July 1931, and recorded in the Warren County Clerk's Office on the 19th day of August 1931 in Book 187 of Deeds at page 554."

"It being intended to convey all of the property owned by the Estate of Margaret M. Dinnean in Great Lot 70, Hyde Township, lying west of Interstate Route No. 87."

BEING A PORTION OF THE PREMISES conveyed to Finch, Pruyn & Company, Incorporated from John Evans and Amelia Evans by deed dated February 23, 1993 and recorded in the Warren County Clerk's Office on February 23, 1994 in Book 909 of Deeds at page 56.

3. **1993 EVANS DEED (TAX MAP PARCEL 138.4-1-15). (PARCEL II) LANDS NOW OR FORMERLY OF THE FLORIAN MOREHOUSE ESTATE).** "ALL THAT PORTION OF A CERTAIN LOT, PIECE OR PARCEL OF LAND, situate, lying and being in the Town of Warrensburg, Warren County, New York as lies on the westerly side of Interstate Route 87 only, and being that portion only thereof of the same premises as conveyed by Beatrice Ambukewiez (Duell) to Florian Morehouse by deed dated August 10, 1961 and recorded in the Warren County Clerk's Office on April 15, 1963 in Book 428 of Deeds at page 515. Said parcel is estimated to contain approximately 88 acres, more or less (the east line of which is further identified as being the west line of lands acquired in Fee by the People of the State of New York for highway Purposes from Florian Morehouse for the construction of Interstate Route 502-3-5 [Trout Lake - Riverbank] by Notice of Appropriation dated July 7, 1964 and recorded in Book 443 of Deeds at Page 316 and shown on Map No. 478 as Parcel 653, said map being referenced on the hereinafter described Compiled Map). The said Florian Morehouse died Feb. 12, 1971 testate, having devised all of his property to his wife. Said will was recorded in the Warren County Clerk's Office on May 12, 1972 in Book 550 of Deeds at page 588."

TOGETHER with all right, title and interest, if any, in and to any streets and roads abutting the above described premises to the center lines thereof.

TOGETHER with the appurtenances and all the estate and rights in and to said premises.

BEING A PORTION OF THE PREMISES conveyed to Finch, Pruyn & Company, Incorporated from John Evans and Amelia Evans by deed dated February 23, 1993 and recorded in the Warren County Clerk's Office on February 23, 1994 in Book 909 of Deeds at page 56.

4. **1996 HOGREFE DEED (TAX MAP PARCEL 138.00-1-7). ALL THOSE PREMISES DESCRIBED** in a deed from Katherine E. Woodward and Rex B. Cotherman, Sr., as Executors of Earl T. Woodward, deceased to Harold F. Hogrefe and Helen M. Hogrefe, dated October 30, 1958 and recorded in the Warren County Clerk's Office on November 6, 1958 in Book 381 of Deeds at page 250, and therein described as follows:

"ALL THOSE PIECES OR PARCELS OF LAND in the Town of Warrensburg, Warren County, New York, to wit: That part, being thirty acres, subdivision three, of lot No. 82, Hyde Township, in a form of a triangle, as agreed upon between Courtney Sage and William Middleton.

ALSO that part, being eighty acres in the southeast corner of said lot No. 82, bounded as follows: East, South and West by lot lines of said quarter; North by a line parallel to the northerly from south line of said quarter to include eighty acres. **CONVEYING ALSO**, hereby, a right-of-way over the lands of Orla J. Lewis and Lissa Lewis (being further identified on the hereinafter described Compiled Map as being Warren County Real Property Tax Map Parcel 138-1-10, conveyed to said Orley J. Lewis by deed dated May 1, 1879 and recorded in the Warren County Clerk's Office on May 28, 1879 in Book 36 of Deeds at Page 175 and being a

parcel of land conveyed by Burton L. Duell to Richard & Ilse Schmitt by deed dated July 30, 1991 and recorded in the Warren County Clerk's Office on August 1, 1991 in Book 829 of Deeds at Page 32), that lie easterly and adjoining those above described, and from said premises to the highway, for the passage of men, teams, and vehicles, the same to be over the road now in use, or that the owners of the said Lewis premises may hereafter make and use as a road in place thereof, and said right-of-way is given upon the express condition that all bars and gates across said way or road opened in place thereof shall be closed at each passage during the time cattle are pastured to restrain from their trespassing, and this right-of-way to be void for failure to open and close said bars and gates. **ALSO ALL** that other parcel, situate and lying in the Town of Warrensburg, County of Warren, State of New York, being thirty acres off the southwest part of great lot 82 in Hyde Township, said thirty acres to be laid out in a triangular piece from said lot. **ALSO** there is a small reserve of a small parcel deeded by Lewis Hastings and Alice Hastings, his wife to John Frasier and Abram Frasier.

ALSO ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND, situate in the Town of Warrensburg, County of Warren, State of New York, and is bounded as follows: By lands formerly owned by Orville Weller on the north, and by lands of Lewis Hastings on the east and south, and on the west by lands formerly owned by John Q. Frasier, deceased, and is part of great lot No. 82 Hyde Township, containing, by estimate, four acres of land, from one red cedar post to another on opposite side (being further identified as being a parcel of land conveyed by Lewis & Alice Hastings to John Q. Frasier and Abram J. Frasier by deed dated May 14, 1903 and recorded in the Warren County Clerk's Office on May 16, 1903 in Book 98 of Deeds at Page 468 and also further being the next described 3 acre parcel of land as conveyed to Finch, Pruyn & Co., Inc.).

ALSO CONVEYING all that certain piece, parcel or lot of land, in the Town of Warrensburg, County of Warren, State of New York, and is part of tract of land commonly called Hyde Township, and part of great lot No. 82, and part of subdivision lot No. 2 in said great lot, and is further described as follows: The whole of the Northeast corner of the lot above described on that side of the brook, containing three acres of land be the same more or less, and Frasier is to have a right-of a road across my lot."

TOGETHER WITH a right of way and easement granted in an easement agreement between Helen M. Hogrefe (the grantor therein) and Ellis Hill, Elsie Hill and Berton L. Duell, dated June 29, 1991 and recorded in the Warren County Clerk's Office on August 1, 1991 in Book 829 of Deeds at page 28.

TOGETHER with the appurtenances and all the estate and rights in and to said premises.

BEING THE SAME PREMISES conveyed to Finch, Pruyn & Company, Incorporated from Helen Hogrefe by deed dated August 1, 1996 and recorded in the Warren County Clerk's Office on August 9, 1996 in Book 990 of Deeds at page 25.

5. **2001 TARANTELLI DEED (TAX MAP PARCEL 138.00-1-1.2).** ALL THAT PARCEL OF LAND, situate in the Town of Warrensburg, County of Warren and State of New York and located in Lot No. 82, Hyde Township, as shown on a map entitled "A Survey Map of a Proposed Conveyance to Finch, Pruyn & Company, Incorporated, etc." prepared by James P. Hughes, L.S., dated December 14, 2000 and filed in the Warren County Clerk's Office on April 5, 2001 in Plat Cabinet B, Slide 162, and more particularly bounded and described as follows:

BEGINNING at a point on the southerly boundary of Pucker Street marked by an iron pipe found as a corner for lands now or formerly of Farkouh as shown on the map and then running the following twenty-five (25) courses and distances:

- (1) South 23 degrees 42 minutes 50 seconds East a distance of 1,261.45 along lands now or formerly of Farkouh and Rolnick to a point for a corner; then
- (2) North 67 degrees 54 minutes 00 seconds East a distance of 844.33 feet along lands now or formerly of Rolnick to a point for a corner; then
- (3) Southeasterly a distance of 683 feet, more or less, along the centerline of a brook as it winds and turns, which brook is also the westerly boundary of lands owned by Finch, Pruyn & Company, Inc., to a point for a corner, which point is South 61 degrees 59 minutes 00 seconds East a distance of 662.17 feet on a tie line from the previous corner point; then
- (4) South 21 degrees 59 minutes 45 seconds East a distance of 1,760.07 feet along lands now or formerly of Finch, Pruyn & Company, Inc. to a point for a corner, which point is the southeasterly corner of the parcel being conveyed herein; then
- (5) South 66 degrees 20 minutes 50 seconds West a distance of 1,505.56 feet along the northerly bounds of lands now or formerly of Finch, Pruyn & Company, Inc. located in Lot No. 71, Hyde Township, to a point in a stone pile; then
- (6) South 69 degrees 34 minutes 45 seconds West a distance of 987.53 feet along lands now or formerly of Hill to a point marked by an iron rod, which point is the southwesterly corner of the parcel being conveyed herein; then
- (7) North 22 degrees 23 minutes 15 seconds West a distance of 543.11 feet continuing along lands now or formerly of Hill to a point located in some rock ledges; then
- (8) North 27 degrees 49 minutes 05 seconds East a distance of 932.98 feet along lands now or formerly of Phillips at or near rock ledges to a point for a corner; then
- (9) North 38 degrees 10 minutes 55 seconds West a distance of 44.22 feet to a point for a corner; then

(10) South 66 degrees 49 minutes 05 seconds West a distance of 704.88 feet crossing a logging skid trail and running along the remnants of a wire fence and also along lands now or formerly of Phillips to a point for a corner; then

(11) North 22 degrees 23 minutes 15 seconds West a distance of 784.55 feet along lands now or formerly of Phillips to a point for a corner; then

(12) South 49 degrees 52 minutes 10 seconds East a distance of 38.18 feet along lands now or formerly of Russell Lico (hereinafter "Lico") to a point; then

(13) North 68 degrees 39 minutes 35 seconds East a distance of 109.74 feet along lands of Lico to a point; then

(14) North 51 degrees 40 minutes 00 seconds East a distance of 160.89 feet along lands of Lico to a point; then

(15) North 29 degrees 25 minutes 50 seconds East a distance of 244.59 feet along lands of Lico to a point; then

(16) North 16 degrees 16 minutes 25 seconds East a distance of 65.09 feet along lands of Lico to a point; then

(17) North 31 degrees 29 minutes 15 seconds West a distance of 75.17 feet along lands of Lico to a point; then

(18) North 07 degrees 26 minutes 40 seconds West a distance of 202.30 feet along lands of Lico to a point; then

(19) North 07 degrees 33 minutes 15 seconds East a distance of 487.87 feet along lands of Lico to a point; then

(20) North 53 degrees 24 minutes 30 seconds East a distance of 27.42 feet along lands of Lico to a point; then

(21) North 12 degrees 35 minutes 05 seconds East a distance of 96.72 feet along lands of Lico to a point; then

(22) North 09 degrees 06 minutes 25 seconds West a distance of 70.90 feet along lands of Lico to a point; then

(23) North 16 degrees 57 minutes 40 seconds West a distance of 189.50 feet along lands of Lico to a point; then

(24) North 22 degrees 50 minutes 40 seconds West a distance of 268.99 feet along lands of Lico to a point on the southerly side of Pucker Street for a corner; then

(25) North 55 degrees 46 minutes 30 seconds East a distance of 302.21 feet along the southerly side of Pucker Street to the point of beginning.

CONTAINING 132.82 acres of land, more or less.

EASEMENTS AND RIGHTS CONVEYED

TOGETHER WITH the appurtenances and all the estate and rights in and to the premises.

BEING THE SAME PREMISES conveyed to Finch, Pruyn & Company, Inc. from Chauncey Tarantelli and Edythe Tarantelli by deed dated April 11, 2001 and recorded in the Warren County Clerk's Office on April 18, 2001 in Book 1212 at page 1.

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,160 as Project: Warren 206 (Tax Map Parcel Nos. 138.00-1-1.2, 7, 12, 13 and 138.04-1-15, as shown on said Compiled Map), for further reference.

SCHEDULE 4 CONTINUED

"Lake George Block - Town of Warrensburg, Alden Avenue Tract, Project: Warren 207"

ALL THOSE CERTAIN PIECES OR PARCELS OF LAND, situate in the Town of Warrensburg, County of Warren and State of New York, to wit:

PARCEL NO. I - Fifty acres of land situate on the east side of Lot No. One Hundred and Fifty-seven (157), in Luzerne Tract, and is the same premises described in a deed executed by Richard Thomas and wife to George Combs, dated September 7, 1851 and recorded in the Warren County Clerk's Office on August 21, 1852 in Book T of Deeds at Page 191; reference being hereby made to the said deed for a more particular description. But excepting and reserving about fifteen acres on the north side of the above described lot, heretofore conveyed by George Combs and wife to Elisha Harrington recorded in the Warren County Clerk's Office on June 6, 1859 in Book 3 of Deeds at Page 41.

PARCEL NO. II - Being a part of Lot No. One Hundred and Fifty-six (156), in Luzerne Tract, bounded and described as follows:

On the west by land now owned by John H. Stone; on the south and southwest by lands owned by the heirs of Philip Stone; on the east and southeast by lands owned by Elwin Weaver; on the north by lands owned by Edwin Bennett, to wit: The line to commence at the southwest end of a stone wall supposed to be the line between Elwin Weaver and the heirs of Philip Stone; running thence easterly along the line of said stone wall and on the same course to the lands of Edwin Bennett; thence northerly along the line of Edwin Bennett to his northwesterly corner; thence westerly along the line between John H. Stone and Stephen Griffin, 2nd; to the corner of land known as the Sim Lot; thence along the line of the Sim Lot, to the place of beginning. Supposed to contain about thirty-five acres of land, more or less.

PARCEL NO. III - Being in the south and southwesterly part of Lot No. One Hundred and Fifty-seven (157), Luzerne Tract, containing about seventy-five acres of land, be the same more or less. Being that part of said lot remaining after taking off the 15 acre lot sold to George Combs by above reference Book T of Deeds at Page 191 and 52 acres sold by Richard Thomas and wife to Carmi Thomas, dated September 9, 1850 and recorded in the Warren County Clerk's Office on October 31, 1850 in Book S of Deeds at Page 368.

TOGETHER WITH a permanent and perpetual right-of-way and easement to use the private roadway extending southwesterly from Alden Avenue Extension formerly referred to as the Town Highway commonly known as "Putney Hill Road", for any and all purposes, over, across and upon a parcel of land known as Lot No. 158, Luzerne Tract, described in a Deed from Wyman D. Pasco to Robert E. Pasco, dated November 11, 1955 and recorded in the Warren County Clerk's Office November 8, 1956 in Book 360 of Deeds at page 350, to the premises described in a Deed by Myron A. Parker and Harriett E. Parker, his wife, dated April 4, 1967 and recorded in the Warren County Clerk's Office April 6, 1967 in Book 480 of Deeds at page 63, and the right to repair, maintain and reconstruct and improve said private roadway to the limit and extent, however, of a distance of Twenty-five (25) feet on each side of the centerline of said roadway as now existing. The party of the second part in said deed shall not be obligated to improve, maintain or repair any part or parts of said right-of-way.

BEING a right-of-way and easement described and set forth in a deed by Robert E. Pasco to Curtis S. Peck, dated January 5, 1968 recorded at Liber 490 cp. 411 (and being further shown on the hereinafter described Compiled Map as now being across Warren County Real Property Tax Map Parcel 223-1-22.2, being a parcel of land conveyed from Michael L. & Helen J. Lawler to Bruce Deren and Theresa M. Tibbitts by deed dated September 26, 2001 and recorded in the Warren County Clerk's Office on September 28, 2001 in Book 1233 of Deeds at Page 255 and also shown on Map Reference 2, said map being referenced on the hereinafter described Compiled Map).

SUBJECT TO a permanent and perpetual right-of-way and easement to use the private roadway extending southwesterly from the Town Highway commonly known as "Putney Hill Road," for any and all purposes across the premises conveyed to the party of the first part by Myron A. Parker and Harriett E. Parker, his wife, dated April 4, 1967 and recorded in the Warren County Clerk's Office April 6, 1967 in Book 480 of Deeds at page 63, to premises of the party of the second part, described in a deed from Wyman D. Pasco to Robert E. Pasco, dated November

11, 1955 and recorded in the Warren County Clerk's Office November 8, 1956 in Book 360 of Deeds at page 346, and the right to repair, maintain and reconstruct and improve said private roadway to the limit and extent, however, of a distance of Twenty-five (25) feet on each side of the centerline of said roadway as now existing. The party of the second part shall not be obligated to improve, maintain or repair any part or parts of said right-of-way.

BEING a right-of-way and easement described in a deed by Curtis S. Peck to Robert E. Pasco, dated January 4, 1968 recorded at Liber 490 cp. 409. (see Exhibit C, Schedule B, Item 15L(a) of aforesaid Correction/Confirmatory deed).

BEING THE SAME PREMISES conveyed to Finch, Pruyn and Company, Incorporated from Curtis S. Peck by deed dated January 5, 1968 and recorded in the Warren County Clerk's Office on January 18, 1968 in Book 490 of Deeds at page 406.

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,161 as Project: Warren 207 (Tax Map Parcel No. 223.00-1-26, as shown on said Compiled Map), for further reference.

SCHEDULE 5

"Lake George Block - Towns of Warrensburg & Lake George, Somerville Road Tract, Project: Warren 208"

ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND, situate in the Towns of Warrensburg and Lake George, County of Warren and State of New York, described as follows:

1. **1964 DUELL, JR. DEED. ALL THAT PIECE OR PARCEL OF LAND**, situate, lying and being in the Town of Lake George (formerly the Town of Caldwell), County of Warren and State of New York, being Lot No. 140 of the Luzerne Tract, bounded and described as follows:

BEGINNING at a stake south 10 degrees east of and 28 links from a beech tree sapling marked 139 and 140, being the southwest corner of Lot Number 139 and in the north bounds of Lot Number 128 of the Luzerne Tract, running thence along part of said north bounds of Lot Number 128 westerly 17 chains and 30 links to a stake 20 links southeast from a beech tree marked 128 and 140; running thence north 30 chains and 60 links, to a beech tree marked 140 and 141; running thence east 17 chains and 30 links to a stake south 30 degrees east of and 26 links from a small beech tree marked 140 and 139 in the west bounds of said Lot Number 139;

running thence along same south 30 chains and 60 links to the place of beginning, containing 53 acres of land, be the same more or less.

ALSO, ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate, lying and being in the Town of Lake George (formerly the Town of Caldwell), County of Warren and State of New York, being Lot Number 139 of the Luzerne Tract, bounded and described as follows:

BEGINNING at a stake and stones at the northwest corner of Lot Number 139 of the Luzerne Tract, which point is also in the easterly line of Lot Number 141, running thence south along the westerly line of Lot Number 139, and the easterly lines of Lots Numbered 141 and 140, 50 chains and 40 links to the southwesterly corner of Lot Number 139, which point is also the southeasterly corner of Lot 140; running thence easterly 26 chains and 70 links to a corner; running thence northerly 47 degrees west 6 chains and 50 links; running thence northerly 25 degrees west 4 chains and 80 links; running thence north 33 degrees west 3 chains and 58 links; running thence north 26 degrees west 10 chains and 40 links; running thence north 17 degrees east 5 chains and 80 links running thence north 28 degrees west 10 chains; running thence north 3 degrees east 5 chains and 60 links; and running thence north 56 degrees 15 seconds west 22 chains and 70 links to the place of beginning; bounded northerly by lands of Dolan and Higley Estate; easterly by lands of Charles Hill and lot 171; southerly by Lots Numbered 134 and 128 and westerly by Lots Numbered 140 and 141 of the Luzerne Tract, as shown on a map entitled "Map of a Tract of un-appropriated land in the County of Warren, in the Town of Luzerne, Caldwell and Thurman, surveyed and laid into lots by order of Simeon DeWitt, Esq. Surveyor General, in the year 1810 by George Webster and L. D. Kellogg, D. Surveyors, scale 40 chains to 1 inch and done according to law, Simeon DeWitt," the original of which map is filed in the office of the Comptroller of the State of New York, in file No. 214.

EXCEPTING out of and from the above described premises the premises described in the following deeds: a deed from Simon Lavine et al to Hudson Valley Railway Company dated October 15, 1904 and recorded in the Warren County Clerk's Office on November 8, 1904 in Book 103 of deeds at page 5; a deed from Simon Lavine et al to Hudson Valley Railway Company dated October 15, 1904 and recorded in the Warren County Clerk's Office on November 8, 1904 in Book 103 of Deeds at page 6 (For clarification purposes only: both deeds into the Hudson Valley Railway Company eventually became further identified as Warren County Real Property Tax Map Parcel 224.04-1-23 being accompanied by numerous other parcels of land, which were conveyed from Edmund J. Glacken, Referee, duly appointed in an action in the Supreme Court of the State of New York against various defendants, foreclosing a mortgage dated July 1, 1901. Warren County Real Property Tax Map Department lists the owner of these tax map parcels as Niagara Mohawk Power Corporation by deed dated November 11, 1929 and recorded in the Warren County Clerk's Office also on November 11, 1929 in Book 181 of Deeds at Page 403); a deed from James McPhillips and Elizabeth McPhillips to New York Power and Light Corporation, dated December 28, 1935 and recorded in the Warren County Clerk's Office on February 5, 1936 in Book 200 of deeds at page 467 a deed from Benjamin H. Guiles and Ada Guiles to Maxwell Ovitt and Virginia Ovitt dated March 5, 1953 and recorded in the Warren County Clerk's Office on March 11, 1953 in Book 319 of Deeds at page 523. (For clarification purposes only this parcel of land was on the northeasterly side of former Route 9

and was subsequently acquired for highway purposes for the Northway in its entirety from said Maxwell & Virginia Oviatt by the People of the State of New York and shown on Map No. 381 as Parcel 509, prepared for Interstate Route 502-3-3, Lake George-Warrensburg Section, map dated May 21, 1962, said map being referenced on the hereinafter described Compiled Map); a deed from Benjamin H. Guiles and Ada Guiles to Henry D. Finkle dated January 24, 1955 and recorded in the Warren County Clerk's office on January 28, 1955 in Book 339 of Deeds at page 446 (For clarification purposes only: this parcel of land was on the easterly side of former Route 9 and is presumed to no longer exist due to various acquisitions for highway purposes, for the Northway. It does not affect the subject premises being conveyed,) and three deeds from Benjamin H. Guiles and Ada Guiles to Jessie Martin Finkle dated January 27, 1955, May 2, 1957 and October 28, 1960 and recorded in the Warren County Clerk's Office on April 22, 1955, July 2, 1957 and July 25, 1961 in Book 341 of Deeds at page 301, Book 366 of Deeds at page 471 and Book 411 of Deeds at page 140, respectively. (For clarification purposes only: all three of these parcels to Finkle came into Finch, Pruyn & Co, Inc. as Parcel B, Parcels I, II & III in the 1996 Anatole deed listed below as having been conveyed in Book 971 of Deeds at Page 25).

TOGETHER with the rights of way reserved in said deeds from Benjamin H. Guiles and Ada Guiles to Henry D. Finkle and Jessie Martin Finkle and a right of way over the road as now laid and over Lot Number 141 of the Luzerne Tract between the above described premises and lands of Bohl.

BEING THE SAME PREMISES conveyed to Finch, Pruyn & Company, Incorporated from Karl J. Duell, Jr. by deed dated November 23, 1964 and recorded in the Warren County Clerk's Office on November 30, 1964 in Book 448 of Deeds at page 543.

TOGETHER WITH EASEMENT AND ACCESS RIGHTS RESERVED in a conveyance dated December 28, 1935 from James & Elizabeth McPhillips to New York Power and Light Corporation whereby James & Elizabeth McPhillips excepted and reserved unto themselves, their heirs, and assigns, rights of way or crossings upon and over the premises conveyed, said crossings not to exceed twenty-five (25) feet in width and to be at points to be designated by New York Power and Light Corporation, its successors and assigns, which deed was recorded in the Warren County Clerk's Office on February 5, 1936 in Book 200 of Deeds at Page 467.

2. 1965 BOHL DEED. ALL THOSE TRACTS OR PARCELS OF LAND situate, lying and being in the Towns of Lake George (formerly Town of Caldwell) and Warrensburg, County of Warren and State of New York, being the same tracts or parcels of land conveyed by Arthur Dickinson to Albert Grant Bohl by deed dated March 4, 1955 and recorded in the Warren County Clerk's Office on April 8, 1955 in Book 341 of Deeds at page 108 and therein described as follows:

FIRST TRACT, LOT 129 (TAX MAP PARCEL 237.00-2-8 AND TAX MAP PARCEL 237.00-1-2): Situate in the Town of Warrensburg (partly) and partly in the Town of

Caldwell, County of Warren and State of New York, known and designated as lot No. 129, of the Luzerne tract, and being the north half of said lot, and containing 54 acres of land.

Being the same premises conveyed by Carrie Hill to Walter Hill, by deed dated August 1, 1911, and recorded in the office of the Clerk of Warren County, on August 3, 1911, in Book 121 of deeds at page 536.

Excepting the rights of others to cross Somerville Road, f/k/a Newton Hill Road.

SECOND TRACT, LOT 146: Situate in the Town of Warrensburg, County of Warren and State of New York, and known as lot No. 146, Luzerne tract, containing 129 acres of land, more or less, excepting therefrom about 3 acres sold to Martha Thompson. (For clarification purposes only: by deed from Reuben L. & Melissa A. Gleason, dated April 7, 1881 and recorded in the Warren County Clerk's Office on April 7, 1881 in Book 39 of Deeds at Page 439. Said 3 acre parcel is that portion of lands conveyed in a deed from Michael J. Muller to Michael J. Stevens, dated October 18, 2006 and recorded in the Warren County Clerk's Office on November 3, 2006 in Book 3102 of Deeds at Page 144, which lies in Lot No. 146, Luzerne Tract).

Being the same premises conveyed by Elmer J. West and Dora Brown West his wife to Walter Hill, by deed dated August 1, 1904, and recorded in the office of the Clerk of the County of Warren, in Book 102 of deeds at page 53.

THIRD TRACT, LOT 147: Situate in the County of Warren and State of New York, and known as the easterly portion of lot No. 147, in the tract called the Luzerne tract, bounded and described as follows:

BEGINNING in the center of the highway (formerly known as Somerville Road in the Town of Lake George and Newton Hill Road in the Town of Warrensburg) leading west from the Plank Road, so called (known as Route 9), on the north line of said lot No. 147, thence running south along the center of said highway (known as Newton Hill Road) until it strikes the bridge across the Hubbell Brook; thence along the center of said brook until it strikes the south line of said lot 147; thence easterly along the line of said lot to the southeast corner thereof; thence northerly along the easterly line of said lot to the northeast corner thereof; thence westerly along the north line of said lot 147, to the place of Beginning.

Containing 104 acres of land, be the same more or less.

BEING THE SAME PREMISES conveyed to Finch, Pruyn and Company, Incorporated from Albert Grant Bohl by deed dated December 6, 1965 and recorded in the Warren County Clerk's Office on December 8, 1965 in Book 463 of Deeds at page 139.

SUBJECT TO AND TOGETHER WITH any and all rights herein before granted or reserved in and to the right of way known as Newton Hill or Somerville Road (for such rights granted to Warren County Real Property Tax Map Parcel 237-1-12, as shown on the hereinafter

described Compiled Map, said deed being from Benjamin H. Guiles, et al, to Elizabeth Guiles Sturtevant and Charles Guiles, dated December 27, 1974 and recorded in the Warren County Clerk's Office on January 6, 1975 in Book 586 of Deeds at Page 540).

3. **1996 ANATOLE DEED (TAX MAP PARCEL 224.04-1-1 AND 224.04-1-2).**
ALL THOSE PARCELS OF LAND situate in the Town of Lake George, Warren County, New York, described as follows:

PARCEL A:

Premises described in a deed from David J. Fody, Jr. and Elizabeth A. Fody to Henri Anatole and Patricia Anatole dated August - 1984, acknowledged on August 3, 1984 and recorded in the Warren County Clerk's Office on August 6, 1984 in Book 663 of Deeds at page 453, and therein described as follows:

"All that parcel of land in the Town of Lake George, Warren County, New York conveyed by John J. Kollman and Mabel Kollman to Jessie Finkle by deed recorded September 30, 1963 in Book 434 at page 307 and therein described as follows: All that certain plot, piece or parcel of land, with the buildings and improvements therein erected, situate, lying and being in the Town of Lake George (formerly Town of Caldwell), Warren County, New York, and being on the westerly side of present U.S. Route 9, and described as follows: Bounded on the north by lands of Benjamin Guiles; on the south by lands of Jessie Finkle; on the west by lands of Benjamin Guiles; on the east by New York Power and Light Corporation (now Niagara Mohawk Power Corp.) . Said premises are approximately 1.7 acres, more or less, consisting of woodland."

The northerly boundary of said parcel is described as being North 73° 12' East 290.20 feet extending between the most easterly corner of lands owned by Finch, Pruyn & Company, Inc. and the westerly bounds of Niagara Mohawk Power Corporation power line. Said easterly corner of Finch, Pruyn & Company lands being the easterly extremity of a line described in a deed from Carl J. Duell, Jr. to Finch, Pruyn & Company, Incorporated dated November 23, 1964 and recorded in the Warren County Clerk's Office in Book 448 of Deeds at page 543, as being South 51° 37' East 353.55 feet.

PARCEL B:

Premises described in a deed from Benjamin F. Guiles and Audrey B. Guiles to Henri Anatole and Patricia Anatole, dated December 10, 1986 and recorded in the Warren County Clerk's Office on December 12, 1986 in Book 687 of Deeds at page 1077 and therein described as follows:

PARCEL I

"All that certain piece or parcel of land situate, lying and being in the Town of Lake George, Warren County, New York, more particularly bounded and described as follows:

"BEGINNING at a point marked by the intersection of the westerly line of the lands of the Niagara Mohawk Power Corporation and the division line between the lands of the parcel formerly owned by Benjamin H. Guiles and Ada Guiles on the south and lands formerly of John Kollmann on the north; running thence southerly and along the westerly line of the lands of Niagara Mohawk Power Corporation 300 feet to a point; thence westerly and at right angles to the first course herein 1000 feet to a point; thence northerly and parallel with the first course herein 300 feet; thence easterly on a line at right angles to the first course herein 1000 feet to the point of beginning containing 6 acres, more or less.

PARCEL II

BEGINNING at the southeasterly corner of lands conveyed by Parcel I; running thence southerly along the lands of the Niagara Mohawk Power Corporation 200 feet; running thence westerly and parallel with the southerly line of the lands described as Parcel I, 500 feet; running thence northerly and parallel with the first course herein 200 feet to the southerly line of Parcel I; running thence easterly along part of the southerly line of Parcel I, 500 feet to the point of beginning.

PARCEL III

BEGINNING at the northeast corner of Parcel I at the intersection of the westerly line of lands of Niagara Mohawk Power Corporation and the division line between Parcel I on the south and the lands of John Kollmann on the North; running thence northwesterly along the southerly line of lands formerly of John Kollman to the southwest corner of lands of said John Kollman at a point where the same is intersected by the southerly line of other lands of Benjamin H. Guiles and Ada Guiles; running thence southerly to the northerly line of Parcel I at a point 1000 feet west of the point of beginning; running thence easterly and along the northerly line of Parcel I, 1000 feet to the point of beginning. Being a triangular parcel of land.

Together with the appurtenances and all the estate and rights in and to said premises.

TOGETHER WITH EASEMENT AND ACCESS RIGHT RESERVED

In a conveyance dated January 25, 1936 from John J. Kollmann to New York Power and Light Corporation, John J. Kollman excepted and reserved unto himself, his heirs, and assigns, his rights of way or crossings upon and over the premises conveyed, said crossings not to exceed twenty-five (25) feet in width and to be at points to be designated by New York Power and Light Corporation, its successors and assigns, which deed was recorded in the Warren County Clerk's Office on May 21, 1938 in Book 208 of Deeds at page 211.

BEING THE SAME PREMISES conveyed to Finch, Pruyn & Company, Incorporated from Henri Anatole and Patricia Anatole by deed dated February 12, 1996 and recorded in the Warren County Clerk's Office on February 21, 1996 in Book 971 of Deeds at page 25.

4. **1998 G. L. & R. L. LOGGING, INC. DEED.** All those parcels of land situate, lying and being in the Towns of Warrensburg and Lake George, conveyed by deed dated July 21, 1997 between Sarah M. Farrar, James A. Farrar, John C. Farrar and Stewart S. Farrar, as parties of the first part therein, and G.L. and R.L. Logging, Inc. as party of the second part therein, which deed was recorded in the Warren County Clerk's Office on July 23, 1997 in Book, 1029 of Deeds at page 29, and was therein described as follows:

PARCEL I (TAX MAP PARCEL 237.00-2-2)

All that certain tract, piece or parcel of land, situate, lying and being in the Town of Lake George, County of Warren and State of New York, and being Lot No. One Hundred Twenty Six (126) Luzerne Tract. Further, being identified on Warren County Tax Map for the Town of Lake George as being in Section 906, Block 1, Lot 25, and shown thereon to contain 162.9 acres of land.

PARCEL II (TAX MAP PARCEL 237.00-2-3 and 237.00-1-3)

Known and distinguished as Lot No. One Hundred Twenty-five (125) of the Luzerne Tract, situate partly in the Town of Warrensburg and partly in the Town of Lake George; said Lot No. 125 containing 202 ½ acres of land, be the same more or less.

PARCEL III (TAX MAP PARCEL 237.00-2-4 AND TAX MAP PARCEL 237.00-1-3)

Also the south one-half of Lot No. One Hundred Twenty-nine (129) in Luzerne Tract, situate partly in the Town of Warrensburg and partly in the Town of Lake George, County of Warren and State of New York; said south one-half and said Lot No. 129 containing 54 acres of land, be the same more or less.

PARCEL IV (TAX MAP PARCEL 237.00-1-3)(WARRENSBURG)

Also a twenty acre parcel of land, situate in Lot No. One Hundred Thirty (130) in Luzerne Tract in the Town of Warrensburg, County of Warren and State of New York, bounded and described as follows, to wit:

Beginning at the northwest corner of Lot No. 125, Luzerne Tract; running thence West, as the needle pointed when said tract was originally run, fifteen (15) chains, to a stake four (4) links southwesterly from a spruce tree marked for a corner; thence as the needle now points (November 23, 1857) South sixteen (16) degrees West, fourteen (14) chains and forty (40) links to a stake and stones in the North line of Lot No. 124, Luzerne Tract; thence along the same, East, eleven (11) chains and seventy (70) links to a stake and stones, being the northeast corner of said Lot No. 124; thence along the northwesterly line of said Lot No. 125, North twenty-six (26) degrees East, fifteen (15) chains and seventeen (17) links to the place of beginning."

BEING THE SAME PREMISES conveyed to Finch, Pruyn & Company, Inc. from G. L. & R. L. Logging, Inc. by deed dated October 8, 1998 and recorded in the Warren County Clerk's Office on October 14, 1998 in Book 1086 of Deeds at page 58.

5. 2010 FINCH QUITCLAIM DEED. (PORTION OF TAX MAP PARCEL 237.00-1-2)

ANY AND ALL RIGHTS GRANTED OR RESERVED if any, in and to the right of way known as Newton Hill Road or Somerville Road, situate, lying and being in Lot 146 and 147, Luzerne Tract, Town of Warrensburg, County of Warren, State of New York, as granted from Benjamin H. Guiles, et al, to Elizabeth Guiles Sturtevant and Charles Guiles, dated December 27, 1974 and recorded in the Warren County Clerk's Office on January 6, 1975 in Book 586 of Deeds at Page 540).

Intended to the describe the road passing through a portion of Warren County Tax parcel 237.00-1-2, as said tax parcel is depicted on Warren County Tax map dated March, 2008.

AND BEING A PORTION OF THE PREMISES conveyed by Pruyn & Company, Incorporated f/k/a Finch, Pruyn & Company, Incorporated to The Nature Conservancy, Inc. by Quitclaim deed dated December 6, 2010 and recorded in the Warren County Clerk's Office on December 6, 2010 in Liber 4139 page 164.

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,162 as Project: Warren 208 (Tax Map Parcel Nos. 237.00-1-2 & 3, Town of Warrensburg and Tax Map Parcel Nos. 237.00-2-8, 4, 3 & 2 and 224.04-1-1 & 2, and a triangular shaped portion of Tax Map Parcel No. 224.00-2-6 which is in Lot No. 139 and is currently being taxed to June Tyrrell Town of Lake George, as shown on said Compiled Map). for further reference.

SCHEDULE 6

"Lake George Block - Town of Warrensburg, Veile Pond Road Tract, Project: Warren 209"

ALL THAT CERTAIN PIECE OR TRACT OF LAND, situate, lying and being in the Town of Warrensburg, County of Warren and State of New York, lying in the southeasterly quarter of Goldthwaite Patent and more particularly bounded and described as follows: **COMMENCING** at a point in the center of the Town Road leading from Luzerne to Warrensburg at a point thereon South 75° West and 3.29 chains distant from the place on said road where the same crosses the easterly patent line of Goldthwaite Patent and the westerly patent line of Luzerne Tract and running thence in a general southwesterly direction along the

center of said Luzerne-Warrensburg Town Highway to the northerly line of premises of G.S. Dygert marked by an old wall and fence; thence North 83° West partially along an old wall 10.55 chains more or less to a stake and stones set in the ground for a corner; thence South 7° West 7.39 chains more or less to a stake and stones set in the ground on the northwesterly side of a brook; thence in a general southwesterly direction along said brook 23 chains more or less to the southerly line of Goldthwaite Patent and the northerly line of Jessup's 7550 Acre Patent; thence North 83° West along the southerly line of said Goldthwaite Patent 61.70 chains more or less to a stake and stones set in the ground for a corner; thence North 7° East 7.60 chains more or less along the center line of said Goldthwaite Patent to a stake and stones set in the ground for a corner; thence South 83° East 29.48 chains more or less to a stake and stones set in the ground for a corner; thence North 7° East 50 chains more or less to a stone set upright in a pile of stones in the southerly line of premises formerly owned by D.B. Moynehan; thence South 83° East along the lands of said Moynehan 50.12 chains more or less to a stake and stones set in the ground for a corner; thence South 7° West 20.33 chains and along the westerly boundary of lands formerly of said Moynehan to a stake and stones set in the ground for a corner; thence South 83° East 17.06 chains more or less to an axle driven in the ground for a corner in the southerly line of lands formerly of said Moynehan; thence South 26° East 1.56 chains to the point and place of beginning.

BEING THE SAME PREMISES conveyed to Finch, Pruyn & Co., Inc. from Pennyork Lumber Corp. by deed dated July 20, 1961 and recorded in the Warren County Clerk's Office on August 10, 1961 in Book 411 of Deeds at page 409.

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,163 as Project: Warren 209 (Tax Map Parcel No. 262.00-1-2, as shown on said Compiled Map), for further reference.

SCHEDULE 6 CONTINUED

"Lake George Block - Town of Lake Luzerne & Warrensburg, Hall Hill Road Tract, Project: Warren 211"

ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND, in the Towns of Lake Luzerne and Warrensburg, County of Warren and State of New York, bounded and described as follows:

1. **TAX MAP PARCEL 262.00-1-13 1970 ARESON DEED. ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND** situate, lying and being in the Town of Warrensburg, County of Warren and State of New York, bounded and described, as follows: **COMMENCING** at the southwest corner of Carl Scofield's lot, and running from thence east 5

degrees south to a corner made with four flat stones, being the southeast corner of the said Carl Scoffield lot; thence south 13 degrees (originally) to the south line of said Lot No. One of Jessups 7550 acre Patent; thence westerly along the south line of said Lot No. One to the centerline of Hall Hill Road; thence northerly along the centerline of said Hall Hill Road to the place of beginning, containing fifty acres of land, be the same more or less.

BEING THE SAME PREMISES conveyed to Finch, Pruyn and Company, Incorporated from William Areson by deed dated February 26, 1970 and recorded in the Warren County Clerk's Office on March 6, 1970 in Book 519 of Deeds at page 144.

2. **TAX MAP PARCEL 275.00-1-17, 275.00-1-19 1978 FAIRLEIGH DICKINSON UNIVERSITY DEED. ALL THOSE CERTAIN PIECES OR PARCELS OF LAND** situate, lying and being in the Towns of Lake Luzerne and Warrensburg, in the County of Warren, in the State of New York, conveyed by a deed from William W. Bullis to Fairleigh Dickinson University dated January 9, 1964, recorded in the Warren County Clerk's Office on January 9, 1964 in Book 437 of Deeds at page 343, more particularly described below.

"ALL THOSE CERTAIN PIECES OR PARCELS OF LAND situate, lying and being in the Town of Luzerne, County of Warren and State of New York, conveyed by Sullivan Bennett to William W. Bullis by deed dated September 29, 1952 and recorded in the Warren County Clerk's Office on October 1, 1952 in Book 315 of Deeds at page 133, more particularly described as follows:

First Described Parcel

All that certain piece or parcel of land, being a part of Lot No. 9 of Jessups Patent of 7550 Acres, bounded as follows: Beginning in the center of the highway leading from Hall's Hill at a point south eighty-two degrees West thirty-four links from a spruce tree; thence south eighty-five degrees East thirty-one chains to a stone corner at the westerly boundary of premises owned by Elmer J. West and Another; thence North five degrees East along the westerly line thereof, eleven chains and fifty-three links to the South line of Lot No. 8; thence North eighty-five degrees west along the southerly line of Lot No. 8, thirty-one chains to said highway; thence southerly along the center of said highway eleven chains and fifty-three links to the place of beginning, containing thirty-five acres and six rods, more or less.

Second Described Parcel

ALSO All that certain piece or parcel of land, being a part of Lot No. 8 of Jessups Patent of 7550 Acres, bounded as follows: Beginning at a hemlock tree standing on the height of land west of the road leading through the easterly part of said Patent and west of where Thomas Gleason resided in December 1856 and runs thence north to the south bounds of Lot No. Seven thence East on a line dividing Lots Nos. Seven and eight, fifty chains thence south to the south line of Lot No. eight thence west on the line dividing lots eight and nine, fifty chains thence north to the said Hemlock Tree marked T.G. and blazed on two sides containing seventy-two acres of land more or less.

Third Described Parcel

ALSO All that certain piece or parcel of land, being a part of Lot No. 7 of Jessups Patent of 7550 Acres, bounded as follows: Bounded on the west by the old road running from Luzerne to Warrensburg known as the Hall-Hill Road; on the north by lands now or formerly owned by one Bullis, which is also the north line of Lot No. 7; on the east by the east line of Lot No. 7; and on the south by the dividing line between Lot Nos. 7 and 8.

Fourth Described Parcel

ALSO All that certain piece or parcel of land, being a part of Lot No. 6 of Jessups Patent of 7550 Acres, bounded as follows: Bounded on the west by land now or formerly owned by Sanford Scoffield; on the north by the dividing line between Lots No. 5 and 6; on the east by the old road running from Luzerne to Warrensburg known as the Hall-Hill Road; and on the south by the north line of what has been referred to as the Bartlett Lot and which is also the dividing line between Lots Nos. 6 and 7.

Fifth Described Parcel

ALSO All that certain piece or parcel of land, being a part of Lot No. 7 of Jessups Patent of 7550 Acres bounded as follows: Beginning at the northeast corner of Daniel Stewart's lot of 200 acres and running thence south 16° east 15 chains 86 links to a large hemlock; thence north 86° east to the center of the highway leading from Warrensburg to Luzerne, New York; thence north 10° west 16 chains 56 links to the north line of said lot; thence westerly along the said north line to the place of beginning estimated to contain 41 1/4 acres being the same more or less.

ALL THOSE CERTAIN PIECES OR PARCELS OF LAND situate, lying and being in the Town of Luzerne, County of Warren and State of New York, conveyed by Malcolm H. Noyes and Dorothy Noyes to William W. Bullis by deed dated June 27, 1944 and recorded in the Warren County Clerk's Office on June 28, 1944 in Book 228 of Deeds at page 381, more particularly described as follows:

Sixth Described Parcel

[Intentionally Omitted]

Seventh Described Parcel

ALSO All that certain piece or parcel of land being a part of Lot No. 5 of Jessups Patent of 7550 Acres, bounded as follows: Beginning in center of the highway leading from John Halls to the Town of Warrensburg to the south line of said Lot No. 5, and running north in the center of said highway to the north end of the bridge across the creek above Alva Lewis saw-mill (so-called) or twenty feet above said mill and thence west to the foot of the bank, thence westerly at the foot of the bank west of said creek so far that a line running southerly parallel with the West line of said Lot No. 5 and twenty feet below Alva Lewis lower mill situated on Lot No. 5 the South line of said lot, thence East on the South line of said Lot No. 5 to the place of beginning. Together with such mill or water privileges as were appurtenant to said property and mills.

Eighth Described Parcel

ALSO All that certain piece or parcel of land, being parts of Lot Nos. 2, 3, 4 and 5 of Jessups Patent of 7550 Acres, bounded as follows: On the north by the line between lots number one and two in Jessup's Patent of 7550 Acres; on the east by the Patent line; on the south by lot line between lots number five and six, in said Jessup's Patent of 7550 Acres and on the west by lands formerly occupied by Hiram J. Stanton and Robert Ramsey's Beaver Meadow lot and lands formerly occupied by Elijah Richardson, containing 428 acres of land, be the same more or less, being part of lots number two, three, four and five in said Jessup's Patent of 7550 Acres, excepting the so-called "Weaver Lot" containing approximately 30 acres

Ninth Described Parcel

ALSO All that certain piece or parcel of land, being a part of Lot No. 5 of Jessups Patent of 7550 Acres, bounded as follows: Beginning Three rods North of the Northeast corner of what was known as the Lewis Mill Lot and runs thence west and parallel with the mill Four rods; thence South Thirty Rods; thence East Twenty Five rods and thence North Thirty rods and thence West Thirty rods to the place of beginning, containing about Three acres of land, together with water privileges as were appurtenant to said mill.

Tenth Described Parcel

ALSO All that certain piece or parcel of land, being a part of Lot No. 5 of Jessups Patent of 7550 Acres, bounded as follows: Formerly known as the Lewis Mill property and beginning three (3) rods North of the northeast corner of the said mill and runs thence west and parallel with the mill four (4) rods, thence south thirty (30) rods; thence east twenty-five (25) rods; thence north thirty (30) rods; thence west thirty (30) rods to the place of beginning, containing about three acres of land more or less, together with such mill or water privileges as were appurtenant to said mill.

Eleventh Described Parcel

ALSO All that certain piece or parcel of land, being a part of Lot No. 6 of Jessups Patent of 7550 Acres, bounded as follows: Bounded on the North by the South line of Lot No. 5 of said patent; on the East by the Patent line of said patent; on the South by the North line of lot No. 7 of said patent and on the West by the highway leading from the Luzerne-Lake George state road (so) called over what is known as Hall Hill to Warrensburg, being the East end of said Lot No. 6 and contains one hundred acres of land be the same more or less.

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate, lying and being in the Town of Luzerne, County of Warren and State of New York, conveyed by Daniel L. Howe and Jessica M. Howe to William W. Bullis dated February 18, 1952 and recorded in the Warren County Clerk's Office February 20, 1952 in Book 308 of Deeds at page 35, more particularly described as follows:

Twelfth Described Parcel

ALSO All that certain piece or parcel of land, being parts of Lot Nos. 2, 3, 4 and 5 of Jessups Patent of 7550 Acres, bounded as follows: On the north by the line between lots number one and two in Jessup's Patent of 7550 Acres, on the east by the Patent line; on the south by lot line between lots number five and six, in said Jessup's Patent of 7550 Acres and on the west by

lands formerly occupied by Hiram J. Stanton and Robert Ramsey's Beaver Meadow lot and lands formerly occupied by Elijah Richardson, containing 428 acres of land, be the same more or less, being part of lots number two, three, four and five in said Jessup's Patent of 7550 Acres, including the so-called "Weaver Lot" containing approximately 30 acres.

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate, lying and being in the Town of Luzerne, County of Warren State of New York, conveyed by Romney C. Patterson, as County Treasurer of the County of Warren, State of New York, to W.W. Bullis by deed dated October 23, 1962 and recorded in the Warren County Clerk's Office on December 27, 1963 in Book 437 at page 111, more particularly described as follows:

Thirteenth Described Parcel

ALSO A woodlot consisting of 140 acres in Lots 8 and 9 of Jessup's 7550 Acre Patent, Millis Hollow, bounded on the north by Scoffield, east by Bullis and Stoddard, south by Hall and west by creek.

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate, lying and being in the Town of Luzerne, County of Warren and State of New York, conveyed by Romney C. Patterson, as County Treasurer of the County of Warren, State of New York, to W. W. Bullis by deed dated February 18, 1955 and recorded in the Warren County Clerk's Office on February 23, 1955 in Book 340 of deeds at page 80, more particularly described as follows:

Fourteenth Described Parcel

ALSO Five Acres of a parcel of land assessed on the tax roll for the Town of Luzerne for the year 1952 to Wheeler Howe, as follows: Howe, Wheeler, Lot 9, Jessup's 7550 Acre Pat., pasture, bounded north by Stiles, east and south by Walker, west by road, 30 acres.

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate, lying and being in the Town of Luzerne, County of Warren and State of New York, conveyed by Romney C. Patterson, as County Treasurer of the County of Warren, State of New York, to W.W. Bullis by deed dated November 24, 1950 and recorded in the Warren County Clerk's Office on November 20, 1952 in Book 317 of Deeds at page 22, more particularly described as follows:

Fifteenth Described Parcel

ALSO Gardner Harrington, Lot 9, Jessup's 7550 Acre Patent, wood lot, bounded north and west by Howe, East by Austin, south by Walker, 30 acres."

"The above described premises, except for a parcel described as conveyed by Warrensburg Pulp and Paper Company to William W. Bullis by deed dated January 22, 1954, recorded in the Warren County Clerk's Office on January 30, 1954 in Book 329 of Deeds at page 451, are shown on a map of lands of Fairleigh Dickinson University dated June 12, 1972 made by Coulter & McCormack, Surveyors of Glens Falls, NY, filed in the Warren County Clerk's Office on December 29, 1976.

Subject to an easement granted by Fairleigh Dickinson University to Niagara Mohawk Power Corporation dated June 24, 1969 and recorded in the Warren County Clerk's Office on July 14, 1969 in Liber 510 of Deeds at page 85. (see Exhibit C, Schedule B, Item 22L(b) of aforesaid Correction/Confirmatory deed).

TOGETHER WITH a perpetual easement and right-of-way of 50 feet wide for logging and forest management purposes more particularly described in an agreement from Harold D. Hisnay to Finch, Pruyn and Company, Incorporated dated November 2, 1968 and recorded in the Warren County Clerk's Office on November 4, 1968 in Book 501 of Deeds at page 272, as amended by the parties in a subsequent amending agreement dated February 15, 1978 and recorded in the Warren County Clerk's Office on February 23, 1978 in Book 611 of Deeds at Page 1097.

EXCEPTION AND RESERVATION (Project Warren 211 Only)

Excepting and reserving all that certain piece or parcel of land situate, lying and being in the Town of Lake Luzerne, County of Warren and State of New York and being a part of Lots 4, 5 and 6 of Jessup's Patent of 7,550 acres, bounded and described as follows:

BEGINNING at a point in the center of the highway known as the Hall Hill Road, connecting Stewart Pond with New York Route 9N at a point thereon marking the southerly bounds of said Lot No. 6 and running in a westerly direction along the southerly bounds of said Lot No. 6 a distance of 430 feet to a point marking the southwesterly corner of the premises herein conveyed; thence at right angles to the last mentioned course on southerly bounds of said Lot No. 6 and running in a general northerly direction and crossing said Lot No. 6 and said Lot No. 5 and a portion of said Lot No. 4 a distance of 2,147 feet to a point marking the northwesterly corner of the premises hereby conveyed; thence in an easterly direction and parallel with the southerly line of said Lot No. 4 a distance of 3,228.4 feet to a point marking the northeasterly corner of that premises hereby conveyed; thence in a general southerly direction and at right angles to the last mentioned course and crossing a portion of said Lot No. 4 and all of said Lots 5 and 6 a distance of 2,147 feet more or less, to a point on the southerly bounds of said Lot No. 6; thence in a westerly direction and along the southerly bounds of said Lot No. 6 a distance of 2,798.4 feet, more or less, to the point and place of beginning, containing 159 acres, more or less.

ALSO conveying a right of way for all purposes over the existing route as laid out and now being used by the party of the first part, in common with the party of the first part and others to whom it may grant similar rights, extending from a point on the easterly side of the Hall Hill Road, which is approximately 326 feet from the southerly line of Lot No. 8 of said Jessup's Patent of 7,550 acres and running in a general northeasterly direction to and across the southerly line of Lot No. 6 at a point thereon approximately 760 feet westerly of the southeast corner of said parcel hereinabove conveyed. (see Exhibit C, Schedule B, Item 22L(a) of aforesaid Correction/Confirmatory deed).

RESERVING to the party of the first part, in common with the parties of the second part and to others to whom either may convey, a right of way for all purposes over the existing route as presently laid out and now being used by the party of the first, extending from the northerly terminus of the right of way hereinabove conveyed to the parties of the second part—and extending in a northeasterly direction across a portion of said Lot No. 6 to the easterly bounds of lands hereinabove conveyed to the parties of the second part.

BEING the same premises conveyed to David P. Eastwood and Patrick LaHaise from Finch, Pruyn & Company, Incorporated by correction deed dated October 31, 1983 and recorded in the Warren County Clerk's Office on November 9, 1983 in Book 657 of Deeds at page 750 (being further identified on the hereinafter described Compiled Map as Warren County Real Property Tax Map Parcel No. 275-1-18).

SUBJECT TO EASEMENT AND RIGHTS

SUBJECT to permanent easement rights granted by Fairleigh Dickinson University to Niagara Mohawk Power Corporation by deed dated June 24, 1969 and recorded in the Warren County Clerk's Office on July 14, 1969 in Book 510 of Deeds at Page 85 being three parcels of land, parcel 32 (4.34 acres), parcel 34 (0.45 acres) and parcel 36 (8.58 acres, a portion including 2.55 acres of which was conveyed back to Finch Pruyn & Co, Inc. by Book 621 of Deeds at Page 424), shown as 1979 Niagara Mohawk Power Corporation deed, shown below. (see Exhibit C, Schedule B, Item 22L(b) of aforesaid Correction/Confirmatory deed).

SUBJECT to an easement granting the "right to transmit electricity and electrical current" from Daniel & Jessie Howe to the Adirondack Power and Light Corporation, dated October 21, 1925 and recorded in the Warren County Clerk's Office on October 29, 1925 in Book 166 of Deeds at Page 260. (see Exhibit C, Schedule B, Item 22L(d) of aforesaid Correction/Confirmatory deed). (For clarification purposes only: These rights were not released back to the landowner but a notation on the Niagara Mohawk Plan Sheet No. 11 of map series Q-195 indicates that the 345 KV wood pole transmission line was removed circa 1977 to 1979, when the line was reconstructed and in some cases relocated.)

EXCEPTING AND RESERVING a 100' wide strip of land conveyed by George S. Jr. & Margaret C. Dygert to Niagara Mohawk Power Corporation by deed dated May 26, 1966 and recorded in the Warren County Clerk's Office on June 3, 1966 in Book 469 of Deeds at page 145.

(For clarification purposes only: Prior to the above mentioned conveyance in Fee to Niagara Mohawk Power Corporation, an easement had been established, granting the "right to transmit electricity and electrical current" from Walt Pitkin Realty Corp. to the Adirondack Power and Light Corporation, dated May 29, 1930 and recorded in the Warren County Clerk's Office on June 4, 1930 in Book 183 of Deeds at Page 332. The "Right to transmit electricity and electrical current", covered a portion of the lands in Lot No. 2 of Jessup's 7550 Acre Patent, later conveyed to Finch, Pruyn & Co., Inc. by Fairleigh Dickinson University and the Fee parcel included additional land, both northeast and southwest of said Walt Pitkin Realty Corp. lands. This Fee conveyance by Dygert to Niagara Mohawk Power Corporation is not indicated as an

exception in previous deeds to Finch, Pruyn & Co., Adirondack Woodlands, LLC or The Nature Conservancy, Inc.)

TOGETHER WITH access rights reserved by the parties of the first part (George S. Jr. & Margaret C. Dygert) the right to cross and recross said parcel of land at twelve (12) points which said crossings shall be twenty-five (25) feet in width and to be at points to be designated by Niagara Mohawk Power Corporation, its successors or assigns. The use of said crossings shall be at the sole risk of the party or parties using the same.

SUBJECT to permanent easement rights granted by Finch, Pruyn & Company, Incorporated to Niagara Mohawk Power Corporation by easement dated February 15, 1979 and recorded in the Warren County Clerk's Office on February 28, 1979 in Book 621 of Deeds at page 509. (see Exhibit C, Schedule B, Item 22L(b) of aforesaid Correction/Confirmatory deed).

SUBJECT to an easement for overhead electricity structures & appurtenances granted by Finch, Pruyn & Co., Inc. to Niagara Mohawk Power Corporation, by easement dated September 1, 2005 and recorded in the Warren County Clerk's Office on May 16, 2006 in Liber 2932 at page 46. (see Exhibit C, Schedule B, Item 22L(b) of aforesaid Correction/Confirmatory deed).

SUBJECT to an oil and gas lease on 5,906.66 acres located on various parcels listed therein, for a primary term period of 7 years, dated December 10, 1981, granted from Finch, Pruyn & Co., Inc. to Columbia Gas Transmission Corporation, recorded in the Warren County Clerk's Office on December 30, 1981 in Book 643 of Deeds at Page 958 as modified by a supplemental agreement waiving certain operating rights, recorded in the Warren County Clerk's Office in Book 658 of Deeds at Page 1086 and Book 653 of Deeds at Page 496.

SUBJECT TO ADIRONDACK PARK AGENCY PERMIT

The lands conveyed are subject to Adirondack Park Agency Permit No. 82-247R issued November 30, 1983, the terms and conditions are binding upon the heirs, successors and assigns of the grantors and all subsequent grantees, which permit was recorded in the Warren County Clerk's Office on December 3, 1983 in Book 3 of APA Permits at page 667. (see Exhibit C, Schedule B, Item 22L(e) of aforesaid Correction/Confirmatory deed).

BEING THE SAME PREMISES conveyed to Finch, Pruyn and Company, Incorporated from Fairleigh Dickinson University by deed dated January 31, 1978 and recorded in the Warren County Clerk's Office on February 23, 1978 in Book 611 of Deeds at page 1090.

3. **1979 NIAGARA MOHAWK POWER CORPORATION. ALL THAT PIECE OR PARCEL OF LAND** situate, lying and being in the Town of Lake Luzerne, County of Warren and State of New York, bounded and described as follows:

BEGINNING at a point in the division line between the lands of the party of the first part on the east and the lands now or formerly of Fairleigh Dickinson University on the west at Station 406 + 76.4 of the traverse for the proposed right of way for the proposed electric

transmission line of the party of the first part extending from its existing Warrensburg Substation to its existing Spier Substation and running thence from said point of beginning South 6 degrees 09 minutes West along said division line 99.0 feet to a point distant 70 feet southwesterly measured at right angles from said traverse, thence North 38 degrees 51 minutes West parallel to said traverse and at all points 70 feet distant therefrom 1054.95 feet to a point opposite Station 416 + 61.3 of said traverse, thence South 51 degrees 09 minutes West 25 feet to a point distant 95 feet Southwesterly measured at right angles from said traverse, thence North 38 degrees 51 minutes West parallel to said traverse and at all points 95 feet distant therefrom 136.67 feet to a point in the division line between the lands of the party of the first part on the south and the lands now or formerly of Daisy Scofield on the North, thence South 88 degrees 52 minutes East along the last mentioned division line and passing through Station 417 + 18.3 of said traverse 163.14 feet to a point distant 30 feet northeasterly measured at right angles from said traverse, thence South 38 degrees 51 minutes East parallel to said traverse and at all points 30 feet distant therefrom 986.79 feet to a point in the first mentioned division line, thence South 6 degrees 09 minutes West along said first mentioned division line 42.43 feet to the point or place of beginning. Containing 2.55 acres, be the same, more or less.

ALL bearings refer to Magnetic North as of the Year 1927.

BEING THE SAME PREMISES conveyed to Finch, Pruyn & Company, Incorporated from Niagara Mohawk Power Corporation by deed dated February 9, 1979 and recorded in the Warren County Clerk's Office on February 23, 1979 in Book 621 of Deeds at page 424.

4. **NORTHERLY PORTION OF TAX MAP PARCEL 275.00-1-22 1997 BLACKBURN DEED.** ALL that parcel of land located in the Town of Lake Luzerne, County of Warren and State of New York, described in a deed from Kevin Blackburn to Kevin Blackburn and Lorraine Blackburn dated June 30, 1988 and recorded in the Warren County Clerk's Office on July 1, 1988 in Book 714 of Deeds at page 168, and therein described as follows:

"**BEING** the lot, piece or parcel of land located in the Town of Luzerne and known as the Hall Hill Wood Lot containing 60 acres of land be the same more or less, and bounded as follows, on the North by Howe, on the West by Howe, on the East by Ginsberg and on the South by Austin.

Being Parcel #6 in a Deed from Doris Bullis, individually and as Administratrix C.T.A. of the Goods, Chattels and Credits of William V. Bullis, Deceased to William Areson, dated October 25, 1965 and recorded in the Warren County Clerk's Office on October 29, 1965 in Book 461 of Deeds at Page 514.

Together with the appurtenances and all the estate and rights-in and to said premises.

BEING THE SAME PREMISES conveyed to Finch, Pruyn & Company, Incorporated from Kevin Blackburn and Lorraine Blackburn by deed dated January 15, 1997 and recorded in the Warren County Clerk's Office on January 21, 1997 in Book 1008 of Deeds at page 289.

5. 2010 FINCH QUITCLAIM DEED. (TAX MAP PARCELS 262.00-1-12, 262.00-2-8 AND THE EASTERLY PORTION OF TAX MAP PARCEL 275.00-1-19).

ALL THOSE PIECES, PARCELS OR TRACTS OF LAND situate, lying and being in the Town of Luzerne and the Town of Warrensburg, County of Warren and State of New York, described as follows:

Lot Number 81 of the Luzerne Tract, containing 108 acres of land, more or less.

The south one-half of Lot Number 94 of the Luzerne Tract, bounded as follows: On the north by the north one-half of said Lot Number 94; on the east by Lot Number 93 of the Luzerne Tract; on the south by Lot Number 82 of the Luzerne Tract; and on the west by Lot Number 95 of the Luzerne Tract. Containing 75 ½ acres of land, more or less.

Lot Number 95 of the Luzerne Tract, bounded as follows: On the north by Lot Number 96 of the Luzerne Tract, on the east by Lot Number 94 of the Luzerne Tract, on the south by Lot Number 81 of the Luzerne Tract, and on the west by Jessup's 7550 Acre Patent.

BEING a part of the premises conveyed by Doris Bullis, individually and as Administratrix C.T.A. of the goods, chattels and credits of William W. Bullis, deceased, to William Areson dated October 25, 1965 and recorded in the Warren County Clerk's Office October 29, 1965 in Book 461 of Deeds at Page 514.

BEING THE SAME PREMISES conveyed to Finch Pruyn & Company, Inc. from William Areson by deed dated November 1, 1968 and recorded in the Warren County Clerk's Office on November 4, 1968 in Book 501 of Deeds at Page 270

Intending to describe Warren County Tax parcels 262.00-1-12, 262.00-2-8 and a portion of 275.00-1-19, as shown on Warren County Tax map dated March, 2008.

AND BEING A PORTION OF THE PREMISES conveyed by Pruyn & Company, Incorporated f/k/a Finch, Pruyn & Company, Incorporated to The Nature Conservancy, Inc. by Quitclaim deed dated December 6, 2010 and recorded in the Warren County Clerk's Office on December 6, 2010 in Liber 4139 page 164.

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,163 as Project: Warren 211 (Tax Map Parcel Nos. 262.00-1-12, 13, 262.00-2-8 and 275.00-1-19, 17 & 22, as shown on said Compiled Map), for further reference.

SCHEDULE 6 CONTINUED**"Lake George Block - Town of Lake Luzerne (now known as Lake Luzerne), Griffin Road Tract, Project: Warren 220"**

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND lying and being in the Town of Luzerne, and is described as follows: Being a part of Lot Number Four (4) of Jessup's Patent of 7550 acres, bounded on the east by lands formerly owned by Hiram Stanton (For clarification purposes only: See Book Q, Page 133); on the south by Lot No. 5; on the north by Lot No. 3 and on the west by lands of William Finch containing about one hundred and fifteen acres of land. Being the same premises mentioned and described in a certain deed, Samuel and Cynthia A. Ramsey, his wife, to Samuel Ramsey and Cynthia A. Ramsey, his wife as tenants by the entirety, which deed was dated December 15, 1927 and recorded in Warren County Clerk's Office on the 27th day of December, 1927, in Book 175 of Deeds, at Page 17.

Being the same premises conveyed by Alex White and Addie White, his wife, to Jay H. Smead and L. Taylor Smead, by warranty deed dated May 19, 1951, and recorded in the Warren County Clerk's Office on June 29, 1951, in Book 300 of Deeds, at page 434.

EXCEPTING AND RESERVING out of the piece of land above described 30 1/4 acres off from the east and thereof heretofore conveyed by deed from Joseph, Jr. & Betsy Foster to Hiram Stanton by deed dated June 9, 1849 and recorded in the Warren County Clerk's Office on June 9, 1849 in Book Q of Deeds at Page 133. Being further identified on the hereinafter described Compiled Map as Warren County Real Property Tax Map Parcel No. 274-1-39, being lands conveyed by Detlev Paul & Betty Savarese to Richard & Sandy Toll, by deed dated October 18, 2006 and recorded in the Warren County Clerk's Office on November 16, 2006 in Book 3115 of Deeds at Page 3 and Warren County Real Property Tax Map Parcel No. 274-1-40, being lands conveyed by Detlev Paul & Betty Savarese to Adirondack Equities, Inc. by deed dated October 18, 2006 and recorded in the Warren County Clerk's Office on November 16, 2006 in Book 3115 of Deeds at Page 6.

BEING THE SAME PREMISES conveyed to Finch, Pruyn & Co., Inc. from Lincoln Taylor Smead and Blanche M. Cotheman, as Executors of the Last Will and Testament of Jay H. Smead, and Lincoln Taylor Smead, individually, by deed dated August 19, 1961 and recorded in the Warren County Clerk's Office on October 27, 1961 in Book 414 of Deeds at page 224.

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,163 as Project: Warren 220 (Tax Map Parcel No. 274.00-1-41, as shown on said Compiled Map), for further reference.

SCHEDULE 7**"Lake George Block - Town of Bolton, Padanarum Road Tract, Project: Warren 212"**

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND situate, lying and being in the Town of Bolton, County of Warren and State of New York, bounded and described as follows:

BEGINNING at a point in the center of the Padanarum Road, the following four courses along the center of said road, north 5° west, 4.30 chains, north 0° 10 minutes east, 18.30 chains; north 13° 15 minutes east, 4.70 chains; north 24° 30 minutes east, 16.0 chains to a point about 75 links south from an old mill road leading off to the left; thence north 2° east-running about one chain west of said old mill road 17.75 chains to a marked yellow birch tree for a corner standing on the easterly bank of Indian Brook; thence north 10° west crossing over said brook 9.0 chains to a stake in stones set in the south line of Lot No. 75, Northwest Bay Tract; thence north 64° 30 minutes west along the south line of said Lot No. 75, 5.0 chains to a stone corner set in the southerly line of Lot No. 73, Northwest Bay Tract; thence north 81° 30 minutes east along the southerly line of Lot No. 73, 5.0 chains to a stake in stones marking the southeast corner of Lot No. 73; thence north 23° east along the east line of Lot No. 73 and the east line of Lot No. 78; Northwest Bay Tract, 58.44 chains to the northeast corner of Lot No. 78; thence north 82° west along the north line of Lot No. 78, 47.17 chains to the northwest corner of Lot No. 78, being a point on the west line of the Northwest Bay Tract and the east line of the Thomas Porter Patent; thence south 21° 45 minutes west along said line of 85.13 chains more or less, to a point being the southwest corner of Lot No. 73 and the northwest corner of Lot No. 71; thence south 33° east 30.50 chains, more or less to a point on the west side of a logging road running parallel to and on the west side of Indian Brook; thence south 45° east 34.00 chains across said brook, more or less to the place of beginning. Being all of Lot Nos. 73 and 78, and part of Lot Nos. 66, 67, 71, 72 and 74 Northwest Bay Tract, containing 520 acres of land, more or less

Being a portion of the same premises conveyed by Walter Dagles and Rose Dagles to Horace Baker and Madeline Baker, by deed dated February 19th, 1947 and recorded in the Warren County Clerk's office on February 24th 1947 in Book 247 of deeds at page 439.

Also granted herein is a right of way across the remaining property of Horace Baker and Madeline Baker, which right of way is more particularly bounded and described as follows:

COMMENCING at a point on the northerly side of the Federal Hill-Horicon Road, which point is 1.00 chains more or less westerly from the center upright of the northerly railing of the bridge across Indian Brook and which right of way is to be 25 feet on either side of the center line which crosses along the following bearings and distances: north 15° east 9.00 chains to the center of a logging road; thence continuing up said logging road south 80° east 6.10 chains more or less; east 4.20 chains more or less; north 10° west 2.10 chains more or less; north 2.80

chains more or less; north 30° east 4.50 chains more or less. Said right of way being in Lot Nos. 71 and 72 of the Northwest Bay Tract.

Also the right to use gravel from the pit to build and maintain said road hereinabove described.

RIGHT-OF-WAY

1. Together with a right of way conveyed in a Relocation Agreement between Stephen P. & Kelly Ann Baker and Finch, Pruyn & Co., Inc., dated June 26, 1993 and recorded in the Warren County Clerk's Office on August 20, 1993 at Liber 891 cp. 218.

2. Together with a right of way granted from Bolton Sportsman's Club, Inc. to Finch, Pruyn & Co., Inc. described in a deed dated March 27, 1963 and recorded in the Warren County Clerk's Office on April 23, 1963 at Liber 428 cp. 598.

SUBJECT TO ADIRONDACK PARK AGENCY PERMIT

The lands conveyed are subject to Adirondack Park Agency Permit No. 93-80 issued June 21, 1993, the terms and conditions are binding upon the heirs, successors and assigns of the grantors and all subsequent grantees, which permit was recorded in the Warren County Clerk's Office on June 24, 1993 in Book 12 of APA Permits at page 301. (see Exhibit C, Schedule B, Item 25L(a) of aforesaid Correction/Confirmatory deed).

BEING THE SAME PREMISES conveyed to Finch, Pruyn and Company, Incorporated from Horace Baker by deed dated March 12, 1963 and recorded in the Warren County Clerk's Office on April 23, 1963 in Book 428 of Deeds at page 595.

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,164 as Project: Warren 212 (Tax Map Parcel No. 124.00-1-38, as shown on said Compiled Map), for further reference.

SCHEDULE 7 CONTINUED**"Lake George Block - Town of Bolton, Northway Riverbank Road Tract, Project: Warren 213"**

ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND, situate lying and being in the Town of Bolton, County of Warren and State of New York, bounded and described as follows:

1. **1967 COTHERMAN DEED (TAX MAP PARCEL 139.00-1-73)**. **ALL THAT PIECE, PARCEL OR TRACT OF LAND** situate, lying and being in the Town of Bolton, County of Warren and State of New York, bounded and described as follows:

BEGINNING in the center of Alder Brook where it empties into the Schroon River, running thence up said brook as it winds and turns and in the center thereof, to the center of the highway (a.k.a. East River Road) leading from the Roberts Sawmill to the Middleton Bridge across said Schroon River at the bridge below said mill, crossing said brook; thence easterly along the center of the highway (a.k.a. Riverbank-Bolton Road) leading from the above mentioned highway (a.k.a. East River Road) up Alder Brook to Lake George, about one and one-fourth miles to a small stone bridge across a small creek; thence southerly parallel with the east line of Lot 5, Holiday Patent, to the south line of Norman Patent; thence westerly along the south line of Norman Patent to the west line of Lot 3, Garland Patent; thence south along the west line of said Lot No. 3 to the centerline of a small brook running through Lots 1, 2 & 3; thence westerly along the centerline of said small brook as it winds and turns through Lots 1 & 2 being along the northerly line of lands formerly owned by Ella E. Allen by Book 68 of Deeds at Page 460 to the center of the highway first above mentioned (a.k.a. East River Road); thence westerly to a stake and stones standing on the bank of said Schroon River; and thence up said river, as it winds and turns, to the place of beginning. Estimated to contain 400 acres of land, be the same more or less.

TOGETHER with a parcel of land upon which is located a spring of water, all the right, title, interest and claim to said spring of water and the right of entry to said spring of water as reserved in a deed from Eben Brown and Emma J. Brown to Ella E. Allen dated August 13, 1891 and recorded in the Warren County Clerk's Office August 17, 1893 in Book 68 of Deeds at page 460.

EXCEPTING AND RESERVING from the above described premises a parcel of land containing about two acres of land conveyed by Eben Brown and Emma J. Brown to Silvanus Smith and Henry Roberts by deed dated November 27, 1883 and recorded in the Warren County Clerk's Office on December 29, 1883 in Book 46 of Deeds at page 115, a parcel of land containing about three acres of land conveyed by Edward T. Ward to J. H. Roberts by deed dated December 29, 1894 and recorded in the Warren County Clerk's Office on March 21, 1895 in Book 72 of Deeds at page 393, both above excepted and reserved parcels (two acres and three

acres) subsequently appeared as the first and second described parcels in a deed dated June 16, 1952 from Ray & Orpha Robinson to Ivor F. & Josephine Hensler and recorded in the Warren County Clerk's Office on August 27, 1952 in Book 335 of Deeds at Page 246. These two parcels plus a third parcel contained in said deed, form today, two separate Warren County Real Property tax map parcels, one being further identified on the hereinafter described Compiled Map as Tax Map Parcel 139-1-75, still owned by Hensler, and the other being further identified on the hereinafter described Compiled Map as Tax Map Parcel 139-1-5, being a parcel of land conveyed from Jerald J., Jr. & Joanne W. Hensler to Robert & Sandy Blum by deed dated February 8, 2007 and recorded in the Warren County Clerk's Office on February 9, 2007 in Book 3192 of Deeds at Page 178; seven parcels of land being as shown on Map No. 9 as Parcels A, B, C, D & E and Map No. 10 as Parcels F & G, said maps being referenced on the hereinafter described Compiled Map, acquired for highway purposes for the Bolton Landing - Riverbank County Road No. 11, containing a total of about 2.45 acres of land conveyed by Jessie M. Hill to the County of Warren by deed dated November 2, 1931 and recorded in the Warren County Clerk's Office on December 7, 1931 in Book 188 of Deeds at page 585 (County Road No. 11 has been reconstructed several times including 1966 and the actual location within the present day highway boundaries of parcels A, B, C, D, E, F & G are no longer readily identifiable), a parcel of land containing about 25 acres of land conveyed by Edgar S. Cotherman to Ivor F. Hensler and Josephine Hensler by deed dated November 7, 1959 and recorded in the Warren County Clerks' Office on January 13, 1960 in Book 394 of Deeds at page 482 (being further identified on the hereinafter described Compiled Map as Warren County Real Property Tax Map Parcels 139-1-1, 139-1-2, 139-1-3 and 139-1-4, being lands conveyed to various parties down to the present owners which includes: 139.00-1-1, Raymond Hensler, Book-1156, P-321; 139-1-2, Charles & Patricia Hensler, Book-528, P-553; 139.00-1-3, Charles & Patricia Hensler, Book-635, P-214; 139.00-1-4 Jerald & Linda Hensler, Book-635, P-209 and 139.00-1-76, Jack & Doris Hensler, Book-795, P-26, said 25 acres being all as shown on a map entitled "Map of survey of lands to be conveyed to Ivor F. Hensler," prepared by John B. VanDusen, L.S., dated October 23, 1959 and filed in the Warren County Clerk's Office on January 13, 1960 in Map Book 3, Page 37, said map being referenced on the hereinafter described Compiled Map), and a parcel of land being as shown on Map No. 724 as Parcel No. 8, said map being referenced on the hereinafter described Compiled Map, acquired for highway purposes for the Riverbank-Bolton County Highway, which forms a portion of the southerly highway boundary of said Riverbank-Bolton County Road No. 11 as it abuts the northerly line of the premises being conveyed, containing about 9.932 acres of land conveyed by Edgar S. Cotherman to the County of Warren by deed dated October 10, 1966 and recorded in the Warren County Clerk's Office October 11, 1966 in Book 474 of Deeds at page 197.

BEING a part of the same premises conveyed by Katherine E. Woodward and Rex B. Cotherman, Sr., as Executors of the Last Will and Testament of Earl T. Woodward to Edgar S. Cotherman by deed dated September 15, 1958 and recorded in the Warren County Clerk's Office on December 7, 1958 in Book 380 of Deeds at page 234.

BEING THE SAME PREMISES conveyed to Finch, Pruyn and Company, Incorporated from Edgar S. Cotherman by deed dated January 23, 1967 and recorded in the Warren County Clerk's Office on January 23, 1967 in Book 478 of Deeds at page 136.

2. 1967 SILVERTHORNE AND EDGINGTON DEED (TAX MAP PARCEL 139.00-1-72). ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND situate, lying and being in the Town of Bolton, County of Warren and State of New York, being a part of the Neil McDonald Patent and bounded and described as follows:

BEGINNING in the center of the highway leading from Schroon River to Bolton Landing (a.k.a. Riverbank-Bolton Road) on the east line of E. T. Ward's farm in the center of a small stone bridge across a small creek and runs thence easterly along the center of said highway aforesaid until it strikes the east line of Lot No. 5 Neil McDonald Patent and to a lot owned and occupied by Charles Davis (being further identified on the hereinafter described Compiled Map as being Warren County Real Property Tax Map Parcel 139-1-70, being lands conveyed by Henry L. Jr. & Elizabeth A. Lavit to Andrea G. Dickinson, by deed dated July 29, 2005 and recorded in the Warren County Clerk's office on August 9, 2005 in Book 1460 of Deeds at Page 309), thence southerly along said lot line until it strikes the north line of the Norman Patent and to lands owned and occupied by Edward Morehouse (being further identified on the hereinafter described Compiled Map as being Warren County Real Property Tax Map Parcel 139-1-80, being lands conveyed by Keith Van Buskirk to the Lake George Land Conservancy, Inc. by deed dated June 12, 2003 and recorded in the Warren County Clerk's Office on June 18, 2003 in Book 1324 of Deeds at Page 218), then westerly along the north line of said Norman Patent to the corner of the "Ward" farm, thence northerly and parallel to the east line of said lot and parallel to the west line of said Davis lot to the place of beginning, containing by estimation 125 acres of land, be the same more or less.

EXCEPTING AND RESERVING from the above described premises that portion thereof which was conveyed by Sanford Wilcox, Walter Wilcox, Robert Wilcox, Grace Jensen, Cora Palmer and Ida Beswick to the County of Warren for highway purposes by deed dated January 6, 1933 and recorded in the Warren County Clerk's Office on March 2, 1933 in Book 192 of Deeds at Page 559, being as shown on Map No. 6 as Parcels A & B, said map being referenced on the hereinafter described Compiled Map, acquired for the Bolton Landing-Riverbank County Road No. 11, containing a total of 1.73 acres of land (County Road No. 11 has been reconstructed several times including 1966 and the actual location within the present day highway boundaries of parcels A, B, C, D, E, F & G are no longer readily identifiable).

SUBJECT to any and all rights and easements conveyed by Gertrude Wilcox, Sanford Wilcox and others to New York Power And Light Corporation by deed dated August 18, 1928 and recorded in the Warren County Clerk's Office October 23, 1928 in Book 177 of Deeds at Page 597. (see Exhibit C, Schedule B, Item 27L(b) of aforesaid Correction/Confirmatory deed).

BEING THE SAME PREMISES conveyed to Finch, Pruyn and Company, Incorporated from Richard Silverthorne and Clyde W. Edgington by deed dated September 7, 1967 and recorded in the Warren County Clerk's Office on September 13, 1967 in Book 486 of Deeds at page 43.

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,165 as Project: Warren 213 (Tax Map Parcel Nos. 139.00-1-72 and 139.00-1-73, as shown on said Compiled Map), for further reference.

SCHEDULE 8"Lake George Block - Town of Stony Creek, Wolf Pond Road Tract, Project: Warren 215"

ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND, situate lying and being in the Town of Stony Creek, County of Warren and State of New York, bounded and described as follows:

PARCEL THREE

ALL THAT TRACT OR PARCEL OF LAND situate, lying and being in the Town of Stony Creek, County of Warren and State of New York, being a part of Lot No. 10 of Range 4 of the Dartmouth Patent, Great Tract, bounded and described as follows: **BEGINNING** at the northwest corner of said Lot No. 10 and thence easterly along the northerly line of said Lot No. 10 a distance of 13.00 chains, more or less, to the center of the Wolf Pond Road; thence southerly along the center of said Wolf Pond Road to the westerly line of said Lot No. 10; thence northwesterly along the westerly line of said Lot No. 10 a distance of 15.00 chains, more or less, to the place of beginning. Containing 13 acres of land, more or less.

PARCEL FOUR

ALSO ALL THAT TRACT OR PARCEL OF LAND situate, lying and being in the Town of Stony Creek, County of Warren and State of New York, being a part of Lot No. 11 of Range 4 of the Dartmouth Patent, Great Tract, bounded and described as follows: **BEGINNING** at the northeast corner of said Lot No. 11 and thence southeasterly along the easterly line of said Lot No. 11 a distance of 15.00 chains, more or less, to the center of the Wolf Pond Road; thence southerly along the centerline of said Wolf Pond Road to its intersection with the centerline of West Stony Creek Road; thence northwesterly along the center of said West Stony Creek Road to the northerly line of said Lot No. 11; thence easterly along the northerly line of said Lot No. 11 a distance of 9.00 chains, more or less, to the place of beginning. Containing 7 acres of land, more or less.

PARCEL FIVE

ALSO ALL THAT TRACT OR PARCEL OF LAND situate, lying and being in the Town of Stony Creek, County of Warren and State of New York, being a part of Lot No. 10 of Range 5 of the Dartmouth Patent, Great Tract, bounded and described as follows: **BEGINNING** at the southwest corner of said Lot No. 10 and the southeast corner of a tract of land owned by the State of New York and thence northwesterly along the westerly line of said Lot No. 10 a distance of 58.00 chains, more or less, to the northwest corner of said Lot No. 10; thence easterly along the northerly line of said Lot No. 10 a distance of 31.00 chains, more or less, to lands now or formerly owned by Phoebe Pratt and Dorothy Pratt; thence southeasterly on a line running parallel with the westerly line of said Lot No. 10 a distance of 19.00 chains more or less, to the center of the Wolf Pond Road; thence southwesterly along the center of said Wolf Pond Road to the southerly line of said Lot No. 10; thence westerly along the southerly line of said Lot No. 10 a distance of 13.00 chains, more or less, to the place of beginning. Containing 112 acres of land, more or less.

BEING A PORTION OF THE PREMISES conveyed to Finch, Pruyn and Company, Incorporated from Marion Pratt by deed dated June 19, 1964 and recorded in the Warren County Clerk's Office on June 19, 1964 in Book 442 of Deeds at page 510.

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,166 as Project: Warren 215 (Tax Map Parcel No. 218.00-2-2, as shown on said Compiled Map), for further reference.

SCHEDULE 8 CONTINUED

"Lake George Block - Town of Stony Creek, Stony Creek Tract, Project: Warren 216"

ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND, situate lying and being in the Town of Stony Creek, County of Warren and State of New York, bounded and described as follows:

PARCEL ONE

ALL THAT TRACT OR PARCEL OF LAND situate, lying and being in the Town of Stony Creek, County of Warren and State of New York, being a part of Lot No. 10 of Range 4 of the Dartmouth Patent, Great Tract, bounded and described as follows: **BEGINNING** at the northeast corner of said Lot No. 10 and thence southeasterly along the easterly line of said Lot No. 10 a distance of 14 chains, more or less, to the northeast corner of lands now or formerly

owned by Jay VanDusen; thence westerly on a line parallel with the northerly line of said Lot No. 10 and along the northerly line of said lands now or formerly owned by Jan Van Dusen to the high water mark of the former mill pond and the northwesterly corner of said lands now or formerly owned by Jan Van Dusen marked by an iron pipe driven in the ground; thence northerly along the said high water mark of the former mill pond as it winds and turns to the northerly line of said Lot No. 10; thence easterly along the northerly line of said Lot No. 10 a distance of 22 chains, more or less, to the place of beginning. Containing 38 acres of land, more or less.

PARCEL TWO

ALSO ALL THAT TRACT OR PARCEL OF LAND situate, lying and being in the Town of Stony Creek, County of Warren and State of New York, being a part of Lot No. 10 of Range 5 of the Dartmouth Patent, Great Tract, bounded and described as follows: **BEGINNING** at the southeast corner of said Lot No. 10 and thence northerly along the easterly line of said Lot No. 10 a distance of 16.00 chains, more or less, to the southeasterly corner of said lands now or formerly owned by Ada B. Carlton; thence southwesterly along the southeasterly line of said lands now or formerly owned by Ada B. Carlton a distance of 9.00 chains, more or less, to a point on Jones Hill by a stake and stones; thence westerly on a line parallel with the south line of said Lot No. 10 a distance of 11.00 chains, more or less, to the easterly side of Stony Creek and the high water mark of the former mill pond; thence southerly along the easterly side of said Stony Creek and along the high water mark of said former mill pond to the southerly line of said Lot No. 10; thence easterly along the southerly line of said Lot No. 10 to the place of beginning. Containing 14 acres of land, more or less.

TOGETHER with a perpetual right of way to be fifty feet in width to the party of the second part, its successors and assigns, for any and all purpose in, over and across lands owned by the party of the first part from the Wolf Pond Road to the premises described as "**PARCEL ONE**" and "**PARCEL TWO**" to be located upon said lands of the party of the first part as the party of the second part shall designate.

BEING A PORTION OF THE PREMISES conveyed to Finch, Pruyn and Company, Incorporated from Marion Pratt by deed dated June 19, 1964 and recorded in the Warren County Clerk's Office on June 19, 1964 in Book 442 of Deeds at page 510.

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,166 as Project: Warren 216 (Tax Map Parcel No. 219.00-2-8, as shown on said Compiled Map), for further reference.

SCHEDULE 8 CONTINUED**"Lake George Block - Town of Stony Creek, Harrisburg Road Tract, Project: Warren 217"**

ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND, situate lying and being in the Town of Stony Creek, County of Warren and State of New York, bounded and described as follows:

1. 1966 PERKINS DEED (TAX MAP PARCELS 244.000-1-21.1 and 245.00-1-36

PARCEL NO. 1

ALL THAT PIECE, PARCEL OR LOT OF LAND, situated in the Town of Stony Creek, County of Warren, State of New York, assessed on tax roll of said Town or city in the year 1947, to P.J. Brewster, Jr. (described on such tax roll from the description furnished).

LOT 13, RANGE 2, DARTMOUTH PATENT GREAT TRACT FARM, bounded north by Black, east by Hill, south by White, west by Rayder, 75 acres (being further identified on the hereinafter described Compiled Map as being the "Upper Barn Lot" and described as the last exception in a deed from James & Sara Dayton to William Wallace Scoffield, dated December 10, 1869 and recorded in the Warren County Clerk's Office on February 19, 1870 in Book 21 of Deeds at Page 287).

BEING the same premises described in a deed from Romney C. Patterson, Treasurer of Warren County to Aldrich Perkins, dated April 12, 1950 and recorded in the Warren County Clerk's Office on November 16, 1953 in Book 327 of Deeds at page 417.

And being the same premises described in a deed from Aldrich Perkins to John Perkins, dated January 4, 1962 and recorded in the Warren County Clerk's Office on February 3, 1965 in Book 451 at Page 44.

PARCEL NO. 2

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Stony Creek, County of Warren and State of New York, and described as follows: **BEGINNING** at the north corner of the lot described (said lot being known as lot thirteen (13), Range 1, Dartmouth Patent Great Tract) and runs in a westerly direction along lot line to the corner of W.W. Scoffield's land then along lot line in a southerly direction to Elmer White's middle road and follows said road in a north easterly direction to the north east end of said road then follows the height of land in a northerly direction to lot line and follows said line in a north westerly direction to place of beginning, supposed to contain sixty acres of land more or less. Being the same premises

conveyed by Simon E. Stevens to Alonzo White by deed dated the 23rd of January, 1904. Being the same premises conveyed by Lodema White, widow of Alonzo White, and Lorna Black, Ilah Rayder, Lester White, Clarence White, Mabel Thomas, Ernest White, Geneva White, Genevieve White, Gladys Edwards and Beulah White, being the children of Alonzo White and all the heirs at law and next of kin of the late Alonzo White, to Howard Edwards, by deed dated January 19, 1948, and recorded in the Warren County Clerk's Office on March 15, 1948, in Book 262 of Deeds, at page 67.

AND BEING the same premises described in a deed from Howard Edwards to Aldrich Perkins dated February 18, 1961, and recorded in the Warren County Clerk's Office on November 4th, 1964, in Book 447 of Deeds, at page 582.

AND BEING the same premises described in a deed from Aldrich Perkins to John Edgar Perkins, dated November 6, 1964 and recorded in the Warren County Clerk's Office on November 9, 1964 in Book 448 at Page 82.

BEING THE SAME PREMISES conveyed to Finch, Pruyn & Company, Inc. from John Edgar Perkins by deed dated March 18, 1966 and recorded in the Warren County Clerk's Office on May 23, 1966 in Book 468 of Deeds at page 481.

2. 1994 RAYDER DEED (TAX MAP PARCELS 244.00-1-19 AND 244.00-1-22). "ALL THOSE CERTAIN PARCELS OF LAND situate in the Town of Stony Creek, Warren County, New York, bounded and described as follows:

PARCEL I:

All of the westerly one-half of Lot 13 in the second range of the Dartmouth Patent Great Tract, bounded on the north by Lot No. 13 of the Third Range of the said Dartmouth Patent Great Tract, on the east by lands now or formerly of Elizabeth Garnett and lands of Finch, Pruyn & Company, Incorporated; on the south of the south line of the Dartmouth Patent Great Tract being the north line of Lot 1 of Range One of the Dartmouth Patent Small Tract and on the west by the westerly line of the Dartmouth Patent Great Tract. Said premises were formerly identified on the Warren County Real Property Tax Maps for the Town of Stony Creek as Section 13, Block 1, Lot 16, stated thereon to contain 105.41 acres.

PARCEL II:

Premises conveyed in a deed from Alvira Quay and others to Hiram Quay by deed dated July 21, 1919 and recorded in the Warren County Clerk's Office on July 22, 1919 in Book 141 of Deeds at page 419, and therein described as follows: "All that tract or parcel of land situate in the Town of Stony Creek, County of Warren and State of New York, known as the Patterson Lot, being Lot 9 of Palmers Purchase of Great Lot One and briefly described as follows: Bounded on the north by Lot No. 16, on the west by Lot No. 10, on the south by Lot No. 4, and on the east by Dartmouth Patent and containing 80 acres of land more or less. Being land formerly owned by

John P. Bowman, late of Stony Creek, New York, being the same premises described in a deed from Charles Smith to Wallace W. Scoffield dated December 20, 1899 and recorded in the Warren County Clerk's Office in Book 106 of Deeds at page 204." Said premises were formerly identified on the Warren County Real Property Tax Maps for the Town of Stony Creek as Section 5, Block 1, Lot 6, and stated thereon to contain 83.6 acres.

PARCEL III:

Parcel located in the northeast corner of Lot No. 16 in Palmers Purchase, rear division, lying on the easterly side of the Harrisburg Road, and being that portion of the 4th parcel of land described in a deed from James Dayton and Sara Dayton, his wife, to W. Wallace Scoffield, dated December 10, 1869 and recorded in the Warren County Clerk's office on February 19, 1870 in Book 21 of Deeds at page 287 which lies southeasterly of Harrisburg Road being triangular in shape, said 4th parcel of land being described therein as follows: Beginning at the northeast corner of said lot on the Dartmouth line and running southwesterly along the line between Lots 16 (on the south) and 21 (on the north) to the middle of the highway running to Harrisburg, thence easterly along the center of the highway across the highway running past said VanDusen's house. Thence southeasterly to the right along the brow of the hill on a straight line past the north end of a stone wall to a stake and stones on the Dartmouth line. Thence northwesterly along said Dartmouth line to the place of beginning containing 5 acres of land more or less. Said premises were formerly identified, prior to January 19, 1995, on the Warren County Real Property Tax Maps for the Town of Stony Creek as Section 5, Block 1, Lot 4, and stated thereon to contain 1 acre, at which time that parcel number was eliminated and the lands were combined into and became a part of Warren County Real Property Tax Map Parcel 244-1-19, as shown on the hereinafter described Compiled Map.

Intending to convey a part of the same premises described in a deed from Hiram Quay and Anna M. Quay to Bernard Rayder and Ilah Rayder, dated July 24, 1928 and recorded in the Warren County Clerk's Office on August 18, 1928 in Book 177 of Deeds at page 153. The said Bernard Rayder having died on the 16th day of March, 1979, leaving him surviving the said Ilah Rayder as the surviving tenant of the entirety.

TOGETHER with the appurtenances and all the estate and rights in and to said premises.

BEING THE SAME PREMISES conveyed to Finch, Pruyn & Company, Incorporated from Ilah Rayder by deed dated November 23, 1994 and recorded in the Warren County Clerk's Office on November 29, 1994 in Book 932 of Deeds at page 136.

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,167 as Project: Warren 217 (Tax Map Parcel Nos. 244.00-1-19, 244.00-1-21.1, 244.00-1-22 and 245.00-1-36, as shown on said Compiled Map), for further reference.

SCHEDULE 8 CONTINUED**"Lake George Block - Town of Stony Creek, Harrisburg Lake Tract, Project: Warren 218"**

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND situate in the Town of Stony Creek, County of Warren and State of New York, designated and described as follows: **ALL THAT PIECE OR PARCEL OF LAND** known and designated as Sub-Lot No. Forty (40) in Great Lot No. Two (2) in the Rear Division of Palmer's Purchase, containing one hundred and forty (140) acres, more or less.

BEING THE SAME PREMISES conveyed to Finch, Pruyn and Company, Incorporated from Kenneth Eldridge and Kathleen Eldridge by deed dated July 30, 1965 and recorded in the Warren County Clerk's Office on July 30, 1965 in Book 457 of Deeds at page 478.

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,168 as Project: Warren 218 (Tax Map Parcel No. 256.00-1-23, as shown on said Compiled Map), for further reference.

SCHEDULE 8 CONTINUED**"Lake George Block - Town of Stony Creek, Lens Lake Road Tract, Project: Warren 219"**

ALL THAT PIECE, PARCEL OR TRACT OF LAND situate, lying and being in the Town of Stony Creek, County of Warren and State of New York, being a part of Great Lot Number 2 of the Palmer Purchase, Middle Division, bounded and described as follows:

BEGINNING at an elm tree standing on the north branch of the creek at the corner of the Mill Lot, thence running south twenty-six degrees east eight chains and fifty-four links to a stake for a corner; thence running north sixty-one degrees east twenty-eight chains to a hemlock post set in the line of Lot Number One or the Rockwell Lot; thence running north twenty-six degrees west along the same twenty-three chains and fifty links to a birch tree marked for a corner on the south side of the creek; thence running up along the creek as it winds and turns to the place of beginning. Containing forty-five acres of land, more or less. **BEING** a part of the same premises conveyed by Charles L. Thornton to Clifford L. Fuller and Verna Fuller by deed dated October 2, 1944 and recorded in the Warren County Clerk's Office on October 10, 1944 in Book 229 of Deeds at page 594.

TOGETHER WITH a permanent non-exclusive Right of Way for all purposes over land, situate, lying and being in the Town of Stony Creek, County of Warren and State of New York, being 50 feet in width granted to Finch, Pruyn & Co., Inc. by James F. Bulman, Michael P. Bulman and Terry E. Bulman by deed dated August 21, 1990 and recorded in the Warren County Clerk's Office on October 17, 1990 in Book 806 of Deeds at Page 158, said Bulman lands being further identified on the hereinafter described Compiled Map as Warren County Real Property Tax Map Parcel 258-1-54, the center line of which is more particularly defined and described as follows:

BEGINNING at a point which is South 60 degrees West 40 feet more or less along the Southerly bounds of Lens Lake Road, from the point of intersection of the southerly bounds of Len's Lake Road with the east bounds of lands of James F. Bulman, Michael P. Bulman and Terry E. Bulman, as conveyed in a deed from Lavern Hruza and Marie N. Hruza, his wife, dated October 30, 1979 and recorded in the Warren County Clerk's Office on December 14, 1979 in Book 628 of Deeds at Page 405, and thence running South 39 degrees West 117 feet more or less to a point; thence South 42 degrees West 46 feet more or less to a point; thence South 27 degrees West 78 feet more or less to a point; thence South 3 degrees West 30 feet more or less to a point; thence South 18 degrees East 48 feet more or less to a point; thence South 13 degrees East 119 feet to the northerly shore of Lens Lake Creek and being the southerly bounds of the aforescribed lands belonging to James F. Bulman, Michael P. Bulman and Terry E. Bulman and the northerly bounds of lands of Finch Pruyn & Company, Incorporated described in a deed from Clifford L. Fuller and Verna Fuller, his wife, dated August 10, 1966 and recorded in the Warren County Clerk's Office in Book 472 of Deeds at Page 122 on August 17, 1966.

The above right-of-way shall include the right, but not the obligation, to construct and maintain a road and bridges as required by the party of the second part and to use soil along said right-of-way for such purpose.

BEING THE SAME PREMISES conveyed to Finch, Pruyn and Company, Incorporated from Clifford L. Fuller and Verna Fuller by deed dated August 10, 1966 and recorded in the Warren County Clerk's Office on August 17, 1966 in Book 472 of Deeds at page 112.

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,169 as Project: Warren 219 (Tax Map Parcel No. 258.00-1-41, as shown on said Compiled Map), for further reference.

SCHEDULE 9**"Lake George Block - Town of Lake Luzerne, Buck Tail Mountain Tract, Project: Warren 221"**

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND situate in the Town of Luzerne in the County of Warren and State of New York and known and distinguished as Lot No. 33, of the tract called the Luzerne Tract and bounded and described in the field book and map of said tract on file in the Secretary's office of the State of New York as follows to wit: Beginning at a stake twenty links north from a beech tree marked S.L.S.D.K. 1810 being the northeast corner of Four thousand one Hundred acres of land granted to Edward Jessup and fourteen others then along the north bounds thereof south $88^{\circ} 45'$ west thirty seven chains and twenty eight links to a stake five links north from a hemlock tree marked 33, 34 then north thirty eight chains and thirty links to a white pine tree marked 33, 34, 39, 40, then east thirty seven chains and twenty six links to a stake eleven links south from a hemlock tree marked 33, 40, then south thirty seven chains and forty seven links to the place of beginning contains one Hundred and forty one and one-tenth acres of land."

Intending to convey all of said Lot No. 33 of the Luzerne Tract. Being a part of the same premises described in a deed from Pauline R. Joslyn and Herbert S. Richardson to Leon S. Richardson dated February 20, 1952 and recorded in the Warren County Clerk's Office on March 4, 1952 in Book 308 of Deeds at page 381.

The said Leon S. Richardson having died on July 4, 1973 a resident of Warren County survived by his wife Blanche G. Richardson and his children, David Richardson, James Richardson, Dianne Cameron and Dorothy Harrington as his sole distributees.

Also granting to the party of the second part the right to use certain areas of lands retained by the parties of the first part, lying to the east of the above-described premises, and located in Lot No. 41 of the Luzerne Tract, as reasonably practicable for landing or yarding area, skid trails and use of existing truck roads with the right to maintain same, all in conjunction with lumbering operations and as a means of access to and from the lands being conveyed in said Lot No. 33 of the Luzerne Tract.

BEING THE SAME PREMISES conveyed to Finch, Pruyn & Company, Incorporated from James A. Richardson, David L. Richardson, Dorothy G. Harrington, Dianne M. Cameron, and Blanche G. Richardson by deed dated March 26, 1980 and recorded in the Warren County Clerk's Office on April 7, 1980 in Book 630 of Deeds at page 607.

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,170 as Project: Warren 221 (Tax Map Parcel Nos. 293.00-1-25 and 293.00-1-26. as shown on said Compiled Map), for further reference.

SCHEDULE 10

"Lake George Block - Town of Queensbury, French Mountain Tract, Project: Warren 222"

ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND, situate lying and being in the Town of Queensbury, County of Warren and State of New York, bounded and described as follows:

1. 1964 McPHILLIPS DEED. ALL THAT PIECE OR PARCEL OF LAND situate, lying and being in the Town of Queensbury, County of Warren and State of New York, being Lot No. 46 of the Luzerne Tract, bounded and described in the Field Book and map of said tract on file in the office of the Secretary of State as follows:

BEGINNING at a stake twenty-four links northeast from an oak tree marked 45, 46, 55, 56 being the northwest corner of Lot No. 45; thence along the west bounds thereof south forty chains to a stake twenty-six links north from a white oak tree marked 43, 44, 45, 46 being the northeast corner of No. 43; thence along part of the north bounds thereof west twenty-nine chains and forty links to a stake thirty links northwest from an oak tree marked 46, 47; thence north forty chains to a stake north fifteen degrees east, twenty-two links from a white pine tree marked 46, 55; thence east twenty-nine chains and forty links to the place of beginning containing one hundred and seventeen acres more or less.

BEING THE SAME PREMISES conveyed to Finch, Pruyn & Company, Incorporated from Thomas B. McPhillips and Bernard F. McPhillips by deed dated November 12, 1964 and recorded in the Warren County Clerk's Office on November 25, 1964 in Book 448 of Deeds at page 475.

2. 1964 COOK DEED. ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate, lying and being in the Town of Queensbury, County of Warren and state of New York, known and distinguished as Lot No. 46 of the Luzerne Tract, containing one hundred and seventeen acres of land, more or less.

BEING THE SAME PREMISES conveyed to Finch, Pruyn & Company, Incorporated from Mabel R. Cook by deed dated November 19, 1964 and recorded in the Warren County Clerk's Office on November 25, 1964 in Book 448 of Deeds at page 477.

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,171 as Project: Warren 222 (Tax Map Parcel No. 287.00-1-9, as shown on said Compiled Map), for further reference.

SCHEDULE 10 CONTINUED

"Lake George Block - Town of Queensbury, Luzerne Mountain Tract, Project: Warren 223"

ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND, situate lying and being in the Town of Queensbury, County of Warren and State of New York, bounded and described as follows:

1. 1969 ARESON DEED

PARCEL I

ALL THAT PIECE OR PARCEL OF LAND situate, lying and being in the Town of Queensbury, County of Warren and State of New York, bounded and described as follows: On the North by City, on the East by City, on the South by Bleecker and on the West by Town Line. Containing 90½ acres of land, more or less.

PARCEL II

ALL THAT PIECE OR PARCEL OF LAND situate, lying and being in the Town of Queensbury, County of Warren and State of New York, bounded and described as follows: Two and one-half acres of that piece or parcel of land assessed on the tax roll of the Town of Queensbury for the year 1951 to Anthony Strasser as follows: Butler Pond Road, wood lot, Bounded North, East and South by lands of City of Glens Falls, West by Town Line, 93 acres.

BEING THE SAME PREMISES conveyed to Finch, Pruyn and Company, Incorporated from William Areson by deed dated September 17, 1969 and recorded in the Warren County Clerk's Office on September 17, 1969 in Book 512 of Deeds at page 515.

2. **1970 TRIPP, JR. DEED. ALL THAT CERTAIN PIECE OR PARCEL OF LAND**, situate in Town of Queensbury, County of Warren and State of New York, bounded and described as follows:

BEGINNING at the northeast corner of Lot No. (27) twenty-seven, Luzerne Tract, running south along the line of said lot, sixteen chains and twenty-five links; thence west parallel with the north bounds of said lot, forty chains and fifty links to the west bounds of said lot; thence north along the line of said lot, sixteen chains and twenty-five links to the north bounds thereof; thence east forty chains and fifty links to the place of beginning. Containing sixty-five 81/100 acres of land, be the same more or less. Being a part of said Lot No. twenty-seven (27), excepting and reserving the equal undivided half part of all the iron and other ores and minerals on the premises heretofore conveyed by Warren J. Potter and wife to Daniel P. DeLong and Amos Reynolds, by deed dated January 4th, 1897, and recorded in the Warren County Clerk's Office, January 8th, 1897, in Book No. 77 of Deeds at page 269 (see Exhibit C, Schedule B, Item 37L(b) of aforesaid Correction/Confirmatory deed). Being the same premises described in a deed from Myron M. Blanchard and Mattie M. Blanchard, his wife, to Wilbur Everts, dated October 6, 1905, recorded in Warren County Clerk's Office on June 11, 1906, in Book No. 107 of Deeds at page 199.

BEING THE SAME PREMISES conveyed to Finch, Pruyn and Company, Incorporated from Garner C. Tripp, Jr. by deed dated January 7, 1970 and recorded in the Warren County Clerk's Office on January 9, 1970 in Book 517 of Deeds at page 404.

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,172 as Project: Warren 223 (Tax Map Parcel No. 294.00-1-7, as shown on said Compiled Map), for further reference.

WASHINGTON COUNTY - Conservation Easement

ALL THOSE CERTAIN PIECES OR PARCELS OF LAND with the buildings and improvements thereon erected, lying and being a portion of the property located in the Towns of Putnam, Dresden, Fort Ann and Whitehall, County of Washington and State of New York, being more particularly described on Schedule 1, Towns of Putnam and Dresden "Route 22 Tract", Project: Washington 85 and Town of Dresden "South Bay Tract: Lot 144 Tract", Project: Washington 87; Schedule 2, Town of Dresden "Dresden Hill Road Tract", Project Washington 86; Schedule 3, Town of Fort Ann "Sly Pond Road Tract", Project: Washington 88 and "Hogtown Road Tract", Project: Washington 89; and Schedule 4, Towns of Fort Ann and Whitehall "Dolph Pond Tract", Project: Washington 90B, attached hereto and made a part hereof.

Said lands in Schedules 1, 2, 3 and 4 are further depicted on maps prepared by McIntosh & McIntosh, P.C. entitled "Compiled Map Showing Sketch of a Conservation Easement to be Acquired Pursuant to Section 3-0305 of the Environmental Conservation Law" or entitled "Compiled Map Showing Sketch of a Proposed Fee Parcel and a Conservation Easement to be Acquired in Pursuant to Section 3-0305 of the Environmental Conservation Law" or entitled "Compiled Map Showing Sketch of Two Conservation Easements to be Acquired Pursuant to Section 3-0305 of the Environmental Conservation Law", dated December 14, 2010 and Designated as follows (individually, the "Compiled Map" and collectively, the "Compiled Maps"):

- Schedule 1. Vendor - Upper Hudson Woodlands ATP, LP, Projects: Washington 85 and Washington 87, Map No. 12,125
- Schedule 2. Vendor - Upper Hudson Woodlands ATP, LP, Project: Washington 86, Map No. 12,126
- Schedule 3. Vendor - Upper Hudson Woodlands ATP, LP, Project: Washington 88, Map No. 12,127 and Project: Washington 89, Map No. 12,128
- Schedule 4. Vendor - Upper Hudson Woodlands ATP, LP, Project: Washington 90B, Map No. 12,129

All Compiled Maps being dated December 14, 2010 and filed as Department of Environmental Conservation Maps in the New York State Department of Environmental Conservation, Bureau of Real Property Office at 625 Broadway, Albany, NY, said Compiled Maps being also filed in the Washington County Clerk's Office immediately prior hereto and of even date herewith.

TOGETHER with the rights of the grantor in and to those portions of the premises described herein which lie within the bounds of all public roads or highways. With respect to the description of parcels herein that are adjacent to public roadways; unless otherwise specifically described to the contrary, it is Grantor's intention to convey all right title and interest, if any, in and to the lands to the centerline of the roadway.

TOGETHER with the appurtenances, and all the estate and rights of the grantor in and to said premises.

SUBJECT to the rights of the public in and to those portions of the premises described herein which lie within the bounds of all public roads or highways and also subject to all easements, rights-of-way, covenants and restrictions of record.

SUBJECT to exceptions set forth herein and also listed in Exhibit C, Schedule B as noted in the Correction/Confirmatory deed conveyed by The Nature Conservancy, Inc. to Upper Hudson Woodlands ATP, LP referenced below. (See corresponding Exhibit C, Schedule B references following exceptions in the description below)

BEING A PORTION OF THE PREMISES conveyed by Finch, Pruyn & Company, Incorporated to Adirondack Woodlands LLC by deed dated June 18, 2007 and recorded in the Washington County Clerk's Office on June 26, 2007 in Liber 2396 of Deeds at Page 227.

AND BEING A PORTION OF THE PREMISES conveyed by Adirondack Woodlands LLC by deed to The Nature Conservancy, Inc. by deed dated October 1, 2007 and recorded in the Washington County Clerk's Office on October 4, 2007 in Liber 2450 of Deeds at Page 165.

AND BEING THE SAME PREMISES LOCATED IN WASHINGTON COUNTY conveyed by The Nature Conservancy, Inc. to Upper Hudson Woodlands ATP, LP by deed dated March 27, 2009, and recorded in the Washington County Clerk's Office on March 31, 2009 in Liber 2669, Page 201, and by Correction/Confirmatory Deed recorded in the aforesaid County Clerk's Office prior to and of even date herewith.

SCHEDULE 1

"Lake George Block - Towns of Putnam and Dresden, Route 22 Tract, Project: Washington 85"

ALL THOSE CERTAIN PIECES, PARCELS, OR TRACTS OF LAND situate, lying and being in the Towns of Dresden and Putnam, County of Washington and State of New York, described as follows:

1. **BEEBE PURCHASE PARCEL I.** **ALL THAT PIECE, PARCEL OR TRACT OF LAND** situate, lying and being in the Town of Putnam, County of Washington and State of New York, conveyed by Glennis Barber and Aletta Barber to Harold Y. Beebe and Mayys Beebe by deed dated March 31, 1938 and recorded in the Washington County Clerk's Office June 14, 1968 in Book 411 of Deeds at page 981, and therein described as follows:

All that tract or parcel of land situate and being part of Lot 24 & 33 Alexander Turner Patent in the Town of Putnam, Washington County, New York, bounded and otherwise described as follows:

BEGINNING at a point 32 feet north of a culvert on the State Highway and running east 220 feet to a stake, thence 350 feet southwesterly to the said State Highway, thence Northerly 372 feet along the said State Highway to the place of beginning. Same being a portion of Lot No. 24 & 33, and part of the lands and premises conveyed by Homer Bartley to Glennis Barber and Aletta Barber by deed dated the 12th day of March 1929, and recorded in the Office of the Clerk of the County of Washington on the 28th day of March, 1929, in Book No. 197 of Deeds at Page 331.

(For clarification purposes only: This parcel is not part of lands being conveyed, it is part of Washington County Real Property Town of Putnam Tax Map Parcel 18-2-2.5 and 18-2-2.3, and is excepted below as the parcel sold to Ethel M. LaFoy by deed dated April 1, 1890.

2. **BEEBE PURCHASE PARCEL II. ALSO ALL THOSE PIECES, PARCELS OR TRACTS OF LAND** situate, lying and being part of Lots 23 & 24, Turner's Patent in the Town of Putnam, and the Town of Dresden, County of Washington and State of New York, conveyed by Glennis Barber and Aletta Barber to Harold Y. Beebe and Mavys E. Beebe by deed dated November 29, 1945 and recorded in the Washington County Clerk's Office January 15, 1945 in Book 241 of Deeds at page 295, and therein described as follows:

ALL THAT TRACT OR PARCEL OF LAND, situated in the Town of Putnam, County of Washington and State of New York, known and distinguished as Lot No. Twenty-four (24) in a patent of land granted to Alexander Turner and others, and commonly called Williams Patent; bounded on the south by the town line; on the west by land formerly occupied by John Backus, deceased; on the north by land now or formerly occupied by John Best; on the east by land now or formerly occupied by David Sleight and Levi A. Belden, containing by estimation one hundred acres of land, more or less.

EXCEPTING AND RESERVING, however, from the above land that part thereof sold to Ethel M. LaFoy by deed dated April 1, 1890 and described as follows, viz:

BEGINNING at a point in the west line of Lot No. Twenty-four (24) Turner's Patent, being a lot on April 1st, 1890 conveyed to said Jarius S. McIntyre by Edwin Peabody and wife, where a road leading to said Lot No. 24 from the State road, so-called, strikes the west line of said lot; running thence easterly to the southwest corner of a wall enclosing the garden or orchard and house of said Lot No. 24; thence southerly sixteen feet from the said corner of said stone wall; thence easterly straight to the east line of said Lot No. 24; thence northerly to the north line of said Lot No. 24; thence westerly to the west line of Lot No. 24; thence southerly along the west line of said Lot No. 24 to the place of beginning and being the north part of said Lot No. 24. Said exception being further identified on the hereinafter described Compiled Map as being all of Washington County Real Property Tax Map Parcel 18-2-2.3, being a parcel of land conveyed by Richard J. & Barbara A. Valente to the Richard J. Valente Revocable Trust, by deed dated February 24, 2003 and recorded in the Washington County

Clerk's Office on February 24, 2003 in Book 929 of Deeds at Page 298 and a part of Washington County Real Property Tax Map Parcel 18-2-2.5 being a parcel of land conveyed by Richard J. & Barbara A. Valente to Redmond Realty Inc., by deed dated February 2, 2007 and recorded in the Washington County Clerk's Office on March 22, 2007 in Book 2340 of Deeds at Page 253.)

ALSO that other piece of land situated and being part of Lot 23, Alexander Turner Patent in the Town of Dresden, County of Washington and State aforesaid, formerly occupied by Levi Fish, deceased, bounded as follows, viz: On the north by the south line of the Town of Putnam and north line of the Town of Dresden; on the west by land formerly occupied by Calvin Pease, deceased; on the south by land now or formerly occupied by Joseph Sawtele and on the east by land now or formerly occupied by David Sleight, containing 28 acres of land more or less.

Being a portion of the same premises conveyed to Glennis & Aletta Barber by Homer Bartley and Lula Bartley by deed recorded in the Washington County Clerk's Office in Book 197 of Deeds at page 331.

FURTHER EXCEPTING AND RESERVING from the above, however, all that portion thereof heretofore conveyed to the County of Washington for highway purposes (including lands appropriated by the County of Washington for the relocation of the Dresden Station-Putnam S.H. No. 8225 in 1930, Map No. 8, Parcels A & B, dated September 18, 1930, [L-201, P-444] and lands appropriated by the State of New York for the relocation of the Dresden Station-Putnam S.H. No. 8225 in 1967, Map No. 49, Parcel No. 112 dated August 4, 1967 [L-408, P-838] and lands appropriated by the State of New York for S.H. No. 8225 in 1967, Map No. 64, Parcel No. 93 dated August 4, 1967 [L-408, P-841].

SUBJECT TO a permanent easement appropriated by the State of New York for the relocation of the Dresden Station-Putnam S.H. No. 8225 in 1967, Map No. 49, Parcel No. 113 dated August 4, 1967 [L-408, P-838] (see Exhibit C, Schedule B, Item 38L(f) of aforesaid Correction/Confirmatory deed).

FURTHER EXCEPTING therefrom the premises described in three deeds from Harold Y. Beebe and Mavys Beebe as follows:

(1) A deed, in Lots 23 & 24 in the Alexander Turner Patent, to LeRoyce Barrett and Agnes Barrett dated January 12, 1948 and recorded in the Washington County Clerk's Office January 13, 1948 in Book 264 of Deeds at page 566 (said exception being further identified on the hereinafter described Compiled Map as being Washington County Real Property Tax Map Parcel 18-2-6, being additionally identified as being a parcel of land conveyed by LeRoyce G. & Agnes Barrett to Wayne G. & Elizabeth A. Barrett by deed dated December 6, 2001 and recorded in the Washington County Clerk's Office on December 12, 2001 in Book 895 of Deeds at Page 168 and Town of Dresden Tax Map Parcel 18-1-6, being additionally identified as being a parcel of land conveyed by Agnes Barrett to Agnes Barrett (Life Estate)

et. al. by deed dated April 25, 2006 and recorded in the Washington County Clerk's Office on May 2, 2006 in Book 2141 of Deeds at Page 319);

(2) A deed, in Lots 23 & 24 in the Alexander Turner Patent, to Wesley I. Weller and Laura H. Weller, dated January 12, 1948 and recorded in the Washington County Clerk's Office on January 13, 1948 in Book 264 of Deeds at page 570 (said exception being further identified on the hereinafter described Compiled Map as being Washington County Real Property Tax Map Parcel 18-2-7 and 18-1-5, being a parcel of land conveyed by Alice Belden (Battease) to Alice Belden and Edward L. Battease by deed dated November 26, 1962 and recorded in the Washington County Clerk's Office on November 27, 1962 in Book 386 of Deeds at Page 998); and

(3) A deed, in Lot 23 in the Alexander Turner Patent, to Robert Petrosky dated March 26, 1953 and recorded in the Washington county Clerk's Office on August 3, 1954 in Book 329 of Deeds at page 43 (said exception being further identified on the hereinafter described Compiled Map as Washington County Real Property Tax Map Parcel 18-1-7, being a parcel of land conveyed by Jeffrey Curtis to Michael J. Curtis by deed dated February 24, 2003 and recorded in the Washington County Clerk's Office on September 18, 2003 in Book 947 of Deeds at Page 240).

3. **BEEBE PURCHASE PARCEL III.** (Intentionally omitted. See South Bay Tract: Lot 144 Tract, Project: Washington 87)

4. **BEEBE PURCHASE PARCEL IV. ALL THAT PIECE, PARCEL OR TRACT OF LAND** situate, lying and being in part of Lots 34, 37 & 48 in the Alexander Turner Patent in the Town of Dresden, County of Washington and State of New York, conveyed by Florence M. Beebe to Gary H. Beebe and Florence Beebe by deed dated January 24, 1961 and recorded in the Washington County Clerk's Office January 31, 1961 in Book 378 of Deeds at page 998, and therein described as follows:

All that certain tract, parcel of land described as follows and situated in the Town of Dresden, County of Washington and State of New York;

BEGINNING on the southerly side of the Town Road, referred to in prior deeds as Highway or Old State Road at the Pease Bridge; thence running easterly along said Town Road to property owned by H. Beebe; thence in a southerly direction along said H. Beebe's land and along land of one Lucia to a corner of said Lucia's land; thence westerly along land of said Lucia and land of Huntington to a turn in said Huntington's land; thence northerly on a curve along said Huntington's land and crossing an Old Military Road, to the center of Mill Brook; thence still in a northerly direction along the center of said Mill Brook to the point and place of beginning.

CONTAINING 108 acres more or less, and being the same property described in three separate descriptions in a deed recorded in Washington County in Book 253 of Deeds on

page 32 etc. The first tract in said deed containing eight acres more or less, and the second and third tracts containing 50 acres each, more or less.

The above described premises being part of the property acquired by deed dated August 7, 1950 and recorded in Book 291 of Deeds for Washington County on page 308.

5. **BEEBE PURCHASE PARCEL V.** Intentionally omitted. (See Parcel 3, Dresden Hill Road Tract for Parcel V. Project: Washington 86, on Compiled Map #12.126 hereinafter described below.)
6. **BEEBE PURCHASE PARCEL VI. ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND** situate, lying and being in Lot 21 of the Alexander Turner Patent and part of Lot 10 of the South Bay Tract, in the Town of Dresden, County of Washington and State of New York, conveyed by Alice T. Luther, Margaret C. Luther and Thomas F. Luther to Harold Y. Beebe and Mavys E. Beebe by deed dated October 26, 1945 and recorded in the Washington County Clerk's Office January 15, 1946 in Book 241 of Deeds at page 297. and therein described as follows:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Dresden, County of Washington and State of New York, briefly described as follows: All those pieces or parcels of land now owned by parties of the first part located north and east of State Highway #22 in the extreme north end of the above mentioned town, being all of the first described parcel in a deed from Myron L. Belden and Sarah A. Belden to Thomas C. Luther recorded in the Washington County Clerk's Office on the 19th day of July, 1913, in Book of Deeds No. 158 at page 112, containing seventy-nine acres of land more or less. Also that part of Lot #21, Williams North Tract, described in the above deed and located specifically on the east side of State Highway #22, containing ten acres of land more or less. Also all that part of Lot #21, Williams North Tract, known as the "Sleight Big Lot" located north and east of State Highway #22, being a part of the property conveyed by Matilda E. Pilger to Thomas C. Luther, recorded in the Washington County Clerk's Office on the 8th day of September, 1931, in Book of Deeds No. 203 at page 388, containing the greater part of the one hundred eighteen acres of land more or less of said "Sleight Big Lot." It is the purpose to convey to parties of the second part all of their lands now owned, excepting certain rights-of-way conveyances formerly made to Washington County that are north and east of Route #22.

BEING premises of which Thomas C. Luther died seized, leaving a Last Will and Testament which was duly admitted to probate by the Surrogate of Saratoga County, devising said premises.

7. **BEEBE PURCHASE PARCEL VII.** Intentionally omitted. (See Parcel 3, South Bay/Lot 144 Tract for Parcel VII. Project: Washington 87, on Compiled Map #12.125 hereinafter described below.)

8. **BEEBE PURCHASE PARCEL VIII. ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND** situate, lying and being in the Town of Dresden, County of Washington and State of New York, conveyed by Alice T. Luther, Margaret C. Luther and Thomas F. Luther to Harold Beebe and Gary Beebe by deed dated June 27, 1958 and recorded in the Washington County Clerk's Office September 1, 1959 in Book 372 of Deeds at page 719 and therein described as follows:

ALL THOSE CERTAIN PIECES OR PARCELS OF LAND situate in Lots 21, 22, 23 & 35 in the Alexander Turner Patent, in the Town of Dresden, County of Washington, State of New York and more particularly described as follows:

PARCEL NO. 1. (Lot 21) Beginning at the southeast corner of Lot No. 22 and running thence along the southerly boundary of Lot No. 21 to the west side of State Highway No. 22; thence running northerly and northwesterly along the west side of said State Highway No. 22, as it winds and turns, to the easterly line of Lot No. 23; thence running southerly and along the easterly boundary of Lot No. 23 and continuing along the easterly boundary of Lot No. 22 to the place of beginning, and containing approximately one hundred twenty-two (122) acres, more or less, according to the assessment roll of the Town of Dresden aforesaid.

SUBJECT TO an Easement from Finch, Pruyn and Company, Inc. to New York Telephone Company dated November 23, 1983 and recorded in the Washington County Clerk's Office on March 23, 1984 in Book 499 of deeds at Page 370. (see Exhibit C, Schedule B, Item 38L(a) of aforesaid Correction/Confirmatory deed).

ALSO SUBJECT TO an Easement from George and Etta Cushing to American Telephone and Telegraph Company dated march 26, 1929 and recorded in the Washington County Clerk's Office on March 28, 1928 in Book 197 of Deeds at Page 344. (see Exhibit C, Schedule B, Item 38L(b) of aforesaid Correction/Confirmatory deed).

ALSO SUBJECT TO an Easement from Finch, Pruyn and Company, Inc. to New York Telephone Company dated May 6, 1984 and recorded in the Washington County Clerk's Office on May 15, 1984 in Book 483 of Deeds at Page 667. (see Exhibit C, Schedule B, Item 38L(c) of aforesaid Correction/Confirmatory deed).

EXCEPTING premises conveyed by Finch, Pruyn and Company, Incorporated to Gary H. Beebe and Florence Beebe by deed dated August 27, 1968 and recorded in the Washington County Clerk's Office in Book 414 of Deeds at page 546, containing 3/4 acre, more or less. Being further identified on the hereinafter described Compiled Map as being Washington County Real Property Tax Map Parcel 18-1-9, being a parcel of land conveyed by Richard J. & May I. Wescott to Richard J. & May I. Wescott, by deed dated May 25, 2004 and recorded in the Washington County Clerk's Office on May 26, 2004 in Book 1714 of Deeds at Page 211.

Being part of the premises conveyed in a deed from Myron L. Belden and Sarah A. Belden, his wife, to Thomas C. Luther, deceased, dated June 13, 1913, and recorded in the

Office of the Clerk of the County of Washington on July 19, 1913 in Book 158 of Deeds at page 112.

PARCEL NO. 2. (Lot 22) Beginning at the southwest corner of Lot No. 21 and running thence northerly along the westerly boundary of Lot No. 21 to the southerly boundary of Lot No. 23; thence running westerly and along the southerly boundary of Lot No. 23 to the southeasterly corner of Lot No. 34; thence running southerly and along the easterly boundary of Lot No. 35 to the north side of the Upper Road; thence running easterly and along the northerly side of the Upper Road as it winds to the junction of said road with the road leading to the Lower Road, and continuing in a northeasterly direction along the north side of said road to the southeast corner of Lot No. 22, the place of beginning, and containing approximately forty (40) acres, according to the assessment roll of the said Town of Dresden, and being intended to convey all of that portion of Lot No. 22 lying northerly of the said Upper Road.

Being part of the premises conveyed in a certain deed from Matilda E. Pilger to Thomas C. Luther, deceased, dated August 25, 1931 and recorded in the Office of the Clerk of the County of Washington on September 8, 1931 in Book 203 of Deeds at page 388.

PARCEL NO. 3. (Lot 23) All that part of Lot No. 23, Williams Patent, lying south of the highway running from Lake Champlain to the Estate of Calvin Pease, and bounded on the west by the Estate of Calvin Pease, on the south by Lot No. 22; on the north by said highway leading to Calvin Pease' estate, as it now runs and where it is now located, and containing fifteen (15) acres, more or less.

Being part of the premises conveyed in a certain deed from Matilda E. Pilger to Thomas C. Luther, deceased, dated August 25, 1931 and recorded in the Office of the Clerk of the County of Washington on September 8, 1931 in Book 203 of Deeds at page 388.

PARCEL NO. 4. (Lot 35) All that part of Lot No. 35 more particularly bounded and described as follows: On the east by Lot No. 22; on the north by Lot No. 34 and on the south and west by a wood road. Being a triangular piece of ground on the northeast corner of Lot No. 35, and containing approximately ten (10) acres.

Being part of the premises conveyed in a certain deed from Matilda E. Pilger to Thomas C. Luther, dated August 25, 1931 and recorded in the Office of the Clerk of the County of Washington on September 8, 1931 in Book 203 of Deeds at page 388.

EXCEPTING out of and from the above described premises all appropriations made for highway purposes.

SOURCE OF TITLE FOR ROUTE 22 TRACT

BEING A PORTION OF THE PREMISES conveyed to Finch, Pruyn and Company, Incorporated by Gary H. Beebe and Florence Beebe and Harold Y. Beebe and Mavys Beebe by deed dated August 27, 1968 and recorded in the Washington County Clerk's Office on August 28, 1968 in Book 412 of Deeds at page 1155.

SUBJECT TO any rights which may have been reserved for necessary rights of way for access in a deed from Harold Y. Beebe and Mavys Beebe, and Gary H. Beebe and Florence Beebe to Finch, Pruyn and Company, Incorporated dated August 27, 1968 and recorded in the Washington County Clerk's Office on August 28, 1968 in Book 412 at page 1155. (see Exhibit C, Schedule B, Item 38L(e) of aforesaid Correction/Confirmatory deed).

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,125 as Project: Washington 85 (Town of Putnam Tax Map Parcel No. 18.00-2-8 and Town of Dresden Tax Map Parcel No. 18.00-1-8, as shown on said Compiled Map), for further reference.

SCHEDULE 1 CONTINUED

"Lake George Block - Town of Dresden, South Bay Tract: Lot 144 Tract, Project: Washington 87"

ALL THAT PIECE, PARCEL, OR TRACT OF LAND situate, lying and being in the Town of Dresden, County of Washington and State of New York, conveyed by Alice T. Luther, Margaret C. Luther and Thomas F. Luther to Harold Beebe and Gary Beebe by deed dated June 27, 1958 and recorded in the Washington County Clerk's Office on September 1, 1959 in Book 372 of Deeds at page 722, and therein described as follows:

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate, lying and being in the Town of Dresden, County of Washington, State of New York and more particularly described as follows:

SOUTH BAY TRACT, bounded north by road; east by Rising (being further identified on the hereinafter described Compiled Map as being Washington County Real Property Tax Map Parcel 21-1-2); south by Benjamin (being further identified on the hereinafter described Compiled Map as being Washington County Real Property Tax Map Parcel 21-1-26.1) and west by Crandall, containing approximately twenty (20) acres, according to the tax assessment roll of said town.

And being the same property as described in a certain deed from M. M. Parrish as County Treasurer of the County of Washington to Thomas C. Luther, which deed is dated December 14, 1933 and recorded in the Office of the Clerk of the County of Washington on January 24, 1934 in Book 208 of Deeds at page 450.

ALSO ALL THAT PIECE, PARCEL OR TRACT OF LAND, situate, lying and being in the Town of Dresden, County of Washington and State of New York, conveyed by Nelson S. Simpson and Louise J. Simpson to Harold Beebe and Gary Beebe by deed dated April 14, 1959 and recorded in the Washington County Clerk's Office September 1, 1959 in Book 372 of Deeds at page 724, and therein described as follows: **PORTION OF TAX MAP PARCEL 21.00-1-1 ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND** situate lying and being in the Town of Dresden, County of Washington and State of New York and more particularly described as follows:

BEGINNING at the southwesterly corner of a lot of land heretofore conveyed by Helen Shayne Burns to the parties of the first part herein by warranty deed dated August 20, 1956 and recorded in the Washington County Clerk's Office on the 23rd day of August, 1956 in Liber 347 of Deeds at page 172, said corner being marked by a large maple tree; thence in a general northeasterly direction along a wire fence a distance of one hundred forty-six feet five inches (146' 5") more or less to a maple tree; thence continuing in the same general northeasterly direction along the same wire fence a further distance of three hundred nineteen feet nine inches (319' 9") more or less to another maple tree; thence continuing in the same general northeasterly direction along the same wire fence a distance of one hundred seventy-one feet seven inches (171' 7") more or less along the same wire fence to an apple tree; thence continuing in the same general northeasterly direction along the same wire fence a distance of three hundred ninety-eight feet (398') more or less to a point in the northerly line of the lands owned by the parties of the first part, said point being marked by an iron pin in a ledge along the right of way of New York State Highway #22; thence in a general northwesterly direction along the right of way of New York State Highway #22 a distance of five hundred sixty-two feet (562') more or less to the northwesterly corner of lands owned by the parties of the first part; thence in a general southeasterly direction a distance of one thousand three hundred thirty-six feet (1,336') more or less to the point or place of beginning. Being a triangular piece of land bordering on New York State Highway #22 and containing approximately two (2) acres.

BEING a portion of the premises heretofore conveyed to the parties of the first part herein by Helen Shayne Burns by warranty deed dated August 20, 1956 and recorded in the Washington County Clerk's Office on the 23rd day of August, 1956 in Liber 347 of Deeds at page 172.

BEING A PORTION OF THE PREMISES conveyed to Finch, Pruyn and Company, Incorporated by Harold Y. Beebe and Mavys Beebe and Gary H. Beebe and Florence Beebe by deed dated August 27, 1968 and recorded in the Washington County Clerk's Office on August 28, 1968 in Book 412 of Deeds at page 1155.

SUBJECT TO any rights which may have been reserved for necessary rights of way for access in a deed from Harold Y. Beebe and Mavys Beebe, and Gary H. Beebe and Florence Beebe to Finch, Pruyn and Company, Incorporated dated August 27, 1968 and recorded in the Washington County Clerk's Office on August 28, 1968 in Book 412 at page 1155. (see Exhibit C, Schedule B, Item 40L(a) of aforesaid Correction/Confirmatory deed).

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No.12,125 as Project: Washington 87 (Tax Map Parcel No. 21.00-1-1, as shown on said Compiled Map), for further reference.

SCHEDULE 2

"Lake George Block - Town of Dresden, Dresden Hill Road Tract, Project: Washington 86"

ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND, situate, lying and being in the Town of Dresden, County of Washington and State of New York, described as follows:

1. **MARTIN PURCHASE. ALL THAT CERTAIN PIECE OR PARCEL OF LAND** situate, lying and being in the Town of Dresden, County of Washington and State of New York, being Lot No. 62 of Williams Big Patent, containing seventy acres of land, more or less, described in a deed from Hermon Benjamin, as the Treasurer of the County of Washington, for and on behalf of said County and in the name of the Board of Supervisors of the County of Washington, to David C. Martin dated November 15, 1962 and recorded in the Washington County Clerk's Office, as follows:

PARCEL NO. 2417

Cobert, Kenneth & Daniel Atwell; Williams
Big Pat Lot No. 62, Agr., 70 acres

Bd. N and W. by Clements
E by McDonald
S by Bosworth

Reference is made to the 1959 Town Tax Roll of the Town of Dresden, Line numbered 11 on Page numbered 10.

BEING THE SAME PREMISES conveyed to Finch, Pruyn & Company, Incorporated by David Martin by deed dated November 24, 1964 and recorded in the Washington County Clerk's Office on November 24, 1964 in Book 395 of Deeds at page 707.

2. FOELSCHER PURCHASE. ALL THAT TRACT OR PARCEL OF LAND situated in the Town of Dresden, County of Washington, and State of New York, described as follows in a deed from Nelson A. Peterson to Dolores A. Procopiow and J. Malcolm Williams, dated July 24, 1972 and recorded in the Office of the Washington County Clerk on the 26th day of July 1972 in Liber 432 of Deeds at page 1095:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND lying and being in the Town of Dresden, aforesaid, known as lot sixty-three, being the east part of said lot; said lot is in a Patent of land granted to Alexander Turner, and others, and known as Williams North Tract, being the same lot that was leased by John Williams of Salem to Silas Gifford, containing fifty-six acres of land be the same more or less. Also, all that certain piece or parcel of land situated in Dresden aforesaid, known as Lot No. 50 in a tract of land granted to Alexander Turner and others, now called Williams North Tract, containing sixty acres of land be the same more or less, excepting from Lot No. 50 above described, all that part situate east of the State Road. Said exception being further identified on the hereinafter described Compiled Map as being Washington County Real Property Tax Map Parcel 20-2-4, being a parcel of land conveyed by Richard & May Wescott to Renato S. & Rolando Leon by deed dated December 17, 2002 and recorded in the Washington County Clerk's Office on December 24, 2002 in Book 923 of Deeds at Page 168).

BEING THE SAME PREMISES conveyed to Finch, Pruyn & Company, Inc. by Horst W. J. Foelsche and Agnes C. Foelsche by deed dated December 9, 1988 and recorded in the Washington County Clerk's Office on December 19, 1988 in Book 589 of Deeds at page 254.

3. BEEBE PURCHASE (PARCEL V). ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND conveyed by Elvira A. Snody to Mavys E. Beebe and Gary H. Beebe by deed dated June 9, 1958 and recorded in the Washington County Clerk's Office on February 10, 1960 in Book 374 of Deeds at page 946, and therein described as follows:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate, lying and being in the Town of Dresden, County of Washington, and State of New York, and described as follows:

BEING Lot No. 63, Williams Big Patent, supposed to contain 100 acres, and bounded on the north by Trey; east by Peterson; south and west by Luther, as shown on the 1954 Town Tax Roll of the Town of Dresden, at Line 7, on Page Numbered 39, and assessed to Bert Snody.

AND BEING the same premises described and conveyed in a deed of the same from Hermon Benjamin, County Treasurer of the County of Washington, State of New York, to Elvira A. Snody, under a Tax Sale deed, dated July 15th, 1957, and recorded in Washington County Clerk's Office, on August 27th, 1957, in Book 357 of Deeds, at page 133.

BEING A PORTION OF THE PREMISES conveyed to Finch, Pruyn and Company, Incorporated by Gary H. Beebe and Florence Beebe and Harold Y. Beebe and Mavys Beebe by deed dated August 27, 1968 and recorded in the Washington County Clerk's Office on August 28, 1968 in Book 412 of Deeds at page 1155.

SUBJECT TO any rights which may have been reserved for necessary rights of way for access in a deed from Harold Y. Beebe and Mavys Beebe, and Gary H. Beebe and Florence Beebe to Finch, Pruyn and Company, Incorporated dated August 27, 1968 and recorded in the Washington County Clerk's Office on August 28, 1968 in Book 412 at page 1155. (see Exhibit C, Schedule B, Item 39L(a) of aforesaid Correction/Confirmatory deed).

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No.12,126 as Project: Washington 86 (Tax Map Parcel Nos. 20.00-2-1 and 20.00-2-5, as shown on said Compiled Map), for further reference.

SCHEDULE 3

"Lake George Block - Town of Fort Ann, Sly Pond Road Tract, Project: Washington 88"

ALL THOSE CERTAIN PIECES, PARCELS, OR TRACTS OF LAND, situate, lying and being in the Town of Fort Ann, County of Washington and State of New York, described as follows:

A. STILES PURCHASE (FIRST DEED).

1. TAX MAP PARCEL 65-1-3.1

PARCEL A: ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate in the Town of Fort Ann, County of Washington and State of New York, lying on the west side of the highway leading from the Saw Mill commonly called the Crossit Mill, formerly owned by E. Woodruff and Son, to the school house near the former residence of John Adams: bounded east by said highway; north by lands owned or formerly owned by Henry Bently; west by lands formerly owned by Asa Goodale; and south by lands owned or formerly owned by J. Alden, and contains one hundred and ninety-five acres, be the same more or less.

Excepting and reserving out of the above described premises a piece of three and five-eighths (3 5/8) acres in the northeast corner thereof, sold to George Owen. (Liber 72 cp. 281) (Said exception being further identified on the hereinafter described Compiled

Map as being Washington County Real Property Tax Map Parcels 65-1-4.2 and 65-1-23, and being a parcel of land conveyed by George Gramlich to Timothy K. Smith by deed dated November 1, 2001 and recorded in the Washington County Clerk's Office on November 5, 2001 in Book 893 of Deeds at Page 23 and a parcel of land conveyed by George Gramlich to Timothy Smith by deed dated June 15, 2000 and recorded in the Washington County Clerk's Office on June 18, 2001 in Book 882 of Deeds at Page 261).

Also excepting out of the above described premises a parcel of land identified on the hereinafter described Compiled Map as being Washington County Real Property Tax Map Parcel 65-1-4.3, being a parcel of land conveyed by Nathan E. Krusko and Jasmine B.R. Krusko to Jeffrey L. Harrington and Amy J. Harrington by deed dated July 16, 2007 and recorded in the Washington County Clerk's Office on July 19, 2007 in Book 2411 of Deeds at Page 6.

PARCEL B: ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate in the Town of Fort Ann, County of Washington and State of New York, being a part of lot forty-one of the Westfield Tract described as follows: Beginning at the southeast corner of said lot number 41; thence running west forty eight chains and eighty six links to the southwest corner of said lot; thence north twenty six chains and seventy three links to the northwest corner of said lot; thence east forty three chains and twenty links to the north east corner of said lot; thence south eleven degrees east twenty seven chains and three links to the place of beginning containing one hundred twenty three and one half acres and twelve rods of land be the same more or less.

ALSO, all that other piece or parcel of land, being north of the above described land known as lot number forty in said Westfield Tract bounded and described as follows: Beginning at the northwest corner of said lot number forty-one; thence east on north bounds thereof forty two chains and eighty links to the west line of lot number 43; thence north thirteen degrees west along the west bounds of said lot Number 43 twenty seven chains and eighty eight links to a beech tree on the south line of lot number 51; thence west on the south line of lot number 51 and lot number 52, thirty six chains and fifty links to the north east corner of lot number thirty nine; thence south on the east line of lot number 39 twenty seven chains to the place of beginning, containing one hundred seven acres of land be the same more or less.

Excepting premises conveyed at Liber 399 cp. 950 said exception being further identified on the hereinafter described Compiled Map as being Washington County Real Property Tax Map Parcel 65-1-4.4, being a parcel of land conveyed by Arthur M. Stiles to Norman J. Jeckel by deed dated September 24, 1965 and recorded in the Washington County Clerk's Office on September 28, 1965 in Book 399 of Deeds at Page 950); Liber 404 cp. 901 (said exception being further identified on the hereinafter described Compiled Map as being Washington County Real Property Tax Map Parcel 65-1-4.1, being a parcel of land conveyed by Arthur M. Stiles to Norman C. Jeckel by deed dated October 27, 1966 and recorded in the Washington County Clerk's Office on October 31, 1966 in Book 404 of Deeds at Page 901); and Liber 371 cp. 687 (said exception being

further identified on the hereinafter described Compiled Map as being Washington County Real Property Tax Map Parcel 65-1-5, being a parcel of land conveyed by Arthur Stiles to Charles A. Smith and Charles H. Smith by deed dated June 22, 1959 and recorded in the Washington County Clerk's Office on July 13, 1959 in Book 371 of Deeds at Page 687).

Being the same premises conveyed from Susan Dacy and Ethel T. Benton to Arthur M. Stiles by Deed dated July 6, 1942 and recorded in the Washington County Clerk's Office in Book 258 of Deeds at Page 456 and additional parcel being the same premises conveyed from Beatrice Owens to Arthur M. Stiles by Deed dated February 24, 1947 and recorded in the Washington County Clerk's Office on July 25, 1947 in Book 258 of Deeds at Page 460.

SUBJECT TO a permanent easement between the New York Telephone Company and Arthur Stiles, dated April 15, 1958 and recorded in the Washington County Clerk's Office on April 23, 1958 in Book 362 of Deeds at Page 40. (see Exhibit C, Schedule B, Item 41L(a) of aforesaid correction/confirmatory deed).

2. **TAX MAP PARCEL 65-1-3.2. ALL THAT PIECE OR PARCEL OF LAND** formerly owned by A. P. Wood and situate in the Town of Fort Ann, Washington County, New York, bounded and described as follows: On the north by Dasy, on the east by Duncan; on the south by Palmer and on the west by Barber and Higley. Said parcel of land contains 70 acres be the same more or less.

Being the same premises conveyed by George S. Stiles and Emily M. Stiles, his wife to Arthur Stiles by Deed dated January 4, 1950 and recorded in the Washington County Clerk's Office on November 23, 1951 in Liber 304 of Deeds at Page 179.

(For clarification purposes only: The historic deed for this parcel of land as described in a deed dated April 29, 1855 from Walter & Mary Alden to John C. Blasdell, recorded in the Washington County Clerk's Office on July 17, 1855 in Book 34 of Deeds at Page 385 reads as follows:

All that certain piece or parcel of land situate in said Town of Fort Ann aforesaid known and distinguished as a part of Lot No. 29 in tract of land called the Westfield Tract bounded as follows: Beginning at the southwest corner of Lot No. 30 and in the east line of Lot No. 28, thence along the south bounds of Lot No. 30, east forty two chains and ninety three links to the east bounds of the highway leading northerly to Shelving rock, thence southerly along the east bounds of said highway to the north bounds of Lot No. 26, thence along the said north bounds of Lot No. 26 and a part of the north bounds of Lot No. 27, west thirty five chains and fifty seven links to a beach tree marked 27,28,29 being the southeast corner of Lot No. 28, thence along part of the east bounds thereof north fifteen chains to the place of beginning containing fifty nine acres of land be the same more or less.)

SUBJECT TO a permanent easement between the New York Telephone Company and Arthur Stiles, dated April 15, 1958 and recorded in the Washington County Clerk's Office on April 23, 1958 in Book 362 of Deeds at Page 40. (see Exhibit C. Schedule B, Item 42L(a) of aforesaid correction/confirmatory deed).

3. TAX MAP PARCEL 65-1-4.1. ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, with the buildings and improvements thereon erected, situate, lying and being in the Town of Fort Ann, County of Washington and State of New York, being a part of Lot 41 and a part of Lot 38 of the Westfield Tract described as follows:

"Beginning at a stake and stones located at the southwest corner of property heretofore conveyed on September 24, 1965, by warranty deed recorded in the Washington County Clerk's Office on September 28, 1965 in Book 399 of Deeds at Page 950; running thence westerly a distance of 788 feet more or less, to a point marked by a stake and stones for a corner; running thence northerly approximately North 12 degrees east a distance of 2,950 feet more or less to a stake in a stone wall in the north line of Lot 41 of the Westfield Tract; running thence easterly along said north line of said Lot 41 along a stone wall a distance of 750 feet more or less to a point which marks the northeast corner of said Lot 41 which lies within the road to Shelving Rock; running thence in a southeasterly direction along said road approximately south 11 degrees east a distance of 1,840 feet more or less to a point in a stone wall which marks the northeast corner of a parcel of property conveyed by James H. Paige, Richard P. Foran and Stephen P. Campb by warranty deed dated February 4, 1965 and recorded in the Washington County Clerk's Office on February 18, 1965 in Book 396 of Deeds at Page 622; running thence westerly along the northerly line of said parcel of property conveyed by Paige, Foran and Campb a distance of 396 feet along a stone wall to the northwest corner of said parcel of property conveyed by Paige, Foran and Campb; running thence southerly along the west boundary line of said parcel of property conveyed by Paige, Foran and Campb a distance of 363 feet more or less to a point which marks the southwest corner of said parcel of land conveyed by Paige, Foran and Campb; running thence easterly a distance of 100 feet and partly along the south line of said Paige, Foran and Campb property to a point which marks the northwest corner of a parcel of land conveyed by warranty deed dated October 1, 1964 and recorded on November 10, 1964 in the Washington County Clerk's Office in Book 395 of Deeds at Page 479 running thence southerly along the west line of said parcel of property recorded in Book 395 of Deeds at Page 479 and continuing along the west line of property conveyed by warranty deed dated January 7, 1965 and recorded in the Washington County Clerk's Office on January 11, 1965 in Book 396 of Deeds at Page 128, a distance of 362 feet more or less to a point in the North line of property conveyed by deed recorded in Book 399 of Deeds at Page 950 in the Washington County Clerk's Office which such point is approximately 312 feet westerly of the town road to Shelving Rock; running thence westerly along the north line of property described at Book 399 of Deeds at Page 950 a distance of 100 feet to a point which marks the northwest corner of property described at Book 399 of Deeds at Page 950; running thence southerly a distance of 433 feet along the west line of said property described in Book

399 of Deeds at Page 950 to the point or place of beginning. Said parcel of property containing 62 acres of land be the same more or less.

Being the same premises conveyed from Patricia L. Jeckel to Arthur M. Stiles by Deed dated December 26, 1979 and recorded in the Washington County Clerk's Office in Book 479 of Deeds at Page 85.

SUBJECT TO a right-of-way from Arthur M. Stiles to Patricia L. Jeckel, dated June 27, 1974 and recorded in the Washington County Clerk's Office on July 2, 1974 in Book 444 of Deeds at Page 432. (see Exhibit C, Schedule B, Item 43L(a) of aforesaid correction/confirmatory deed).

4. **TAX MAP PARCEL 65-1-4.4. ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND**, with the buildings and improvements thereon erected, situate, lying and being in the Town of Fort Ann, Washington County, New York, being a part of Lot No. 38 Westfield Tract and being part of land conveyed on July 6, 1942 by warranty deed from Susan Dacy of Fort Ann, New York, and Ethel Benton of Hudson Falls, New York to Arthur M. Stiles of Fort Ann, New York, and recorded in the Washington County Clerk's Office on July 25, 1947, in Book No. 258 of Deeds at Page 456, being more particularly described as follows:

Beginning in the center of the highway leading from west Fort Ann to Shelving Rock at a point which is three hundred seventy-seven feet (377') south of a stone wall which is the south boundary of a three and 5/8 acre piece of land formerly belonging to George Owen which is in the northeast corner of said Lot 38 and which such point is the southeast corner of property heretofore conveyed on the 7th day of January, 1965, by warranty deed recorded in the Washington County Clerk's Office on January 11, 1965, in Book 396 of Deeds at Page 128; running thence westerly along a stone wall which is south line of the property heretofore conveyed on January 7, 1965, a distance of four hundred twelve feet (412') to a pipe and stones for a corner; running thence southerly on a line approximately parallel with the west line of the highway running from West Fort Ann to Shelving Rock, and across an existing twelve foot roadway running east and west through the property hereby conveyed, a distance of four hundred thirty-three feet (433') to a pipe and stones for a corner; running thence easterly on a line which is approximately parallel to the first line herein described and runs through the center of a large boulder about five feet high which is located approximately one hundred twenty-two feet (122') westerly from the center of the said West Fort Ann to Shelving Rock highway, a distance of four hundred twelve feet (412') through a pipe and stones lying westerly of said Shelving Rock highway to a point in the center of said highway for a corner; running thence northerly along the center of said highway for a corner; running thence northerly along the center of said highway a distance of four hundred thirty-three feet (433') to the point or place of beginning.

Being the same premises conveyed from Patricia L. Jeckel to Arthur M. Stiles by Deed dated December 26, 1979 and recorded in the Washington County Clerk's Office on March 18, 1980 in Liber 476 of Deeds at Page 147.

5. **PORTION OF TAX MAP PARCEL 65-1-24 ALL THAT CERTAIN, PIECE OR PARCEL OF LAND** situate in the Town of Fort Ann, Washington County and State of New York, and bounded and described as follows, viz: Being a part of Lot No. 28 of the Westfield Tract and bounded on the north by Lot No. 39, on the south by a rail and bush fence running east and west across said Lot No. 28, on the east by the east line of said lot number 28 and on the west by the west line thereof, containing about seventy acres of land (70) be the same more or less.

PORTION OF TAX MAP PARCEL 65-1-24 ALSO ALL THAT CERTAIN PIECE OR PARCEL OF LAND situated in the Town of Fort Ann, County of Washington, State of New York, briefly described as Lot No. 47, Fort Ann Tract, containing 159 acres, more or less, and bounded on the north by Beckwith, on the east by Louise Barber, on the south by Mary Earnshaw, and on the west by Juvet, the record title to which above described tract, piece or parcel of land was in the Clayton Tile and Marble Co. at the time of the Washington County Treasurer Tax Sale held in the month of September, 1930.

Being the same premises conveyed from Mettowee Lumber & Plastics Co., Inc. to Arthur M. Stiles by Deed dated June 4, 1990 and recorded in the Washington County Clerk's Office in Liber 624 at Page 243.

6. **PORTION OF TAX MAP PARCEL 74-1-6.1. ALL THAT CERTAIN PIECE OR PARCEL OF LAND** lying and being in the Town of Fort Ann, County of Washington and State of New York, bounded and described as follows: viz: being a part of Lot No. 13 of Westfield Tract Thorns survey and bounded and described as follows: On the north by Lot No. 26, on the west by Lot No. 12, on the south by a part of said Lot No. 13 and on the east by the Rowley lot all of said mentioned lots being said Westfield Tract and said Lot No. 13 containing fifty (50) acres of land, be the same more or less.

Being the same premises conveyed from Beatrice Owen to Arthur Stiles by Deed dated February 16, 1953 and recorded in the Washington County Clerk's Office in Book 315 of Deeds at Page 432.

SUBJECT TO a permanent easement from Arthur Stiles to the New York Telephone Company, dated April 15, 1958 and recorded in the Washington County Clerk's Office on April 23, 1958 in Book 362 of Deeds at Page 40. (see Exhibit C, Schedule B, Item 46L(a) of aforesaid correction/confirmatory deed).

SUBJECT TO a Right Of Way Agreement from Arthur Stiles to Earl Jack Parker, dated November 3, 1989 and recorded in the Washington County Clerk's Office on November 6, 1989 in Book 611 of Deeds at Page 287. (see Exhibit C, Schedule B, Item 46L(b) of aforesaid Correction/Confirmatory deed).

7. **TAX MAP PARCEL 74-1-6.2. ALL THAT PIECE OR PARCEL OF LAND** situate in the Town of Fort Ann, Washington County, New York bounded and described as follows: Town of Fort Ann, Gustave Washburn North Fort Ann, lot 155 acres Bd.: North by Woods; East by lot 25; South by Hollis and Palmer; West by lot 27.

Being the same premises conveyed from Lillian Allen to Arthur Stiles by Deed dated June 24, 1953 and recorded in the Washington County Clerk's Office in Book 348 of Deeds at Page 60.

EXCEPTING AND RESERVING lands identified on the hereinafter described Compiled Map as being Washington County Real Property Tax Map Parcel 74-1-4, being a parcel of land conveyed by Clarence K. LaPoint and Clarence Bull to Good Fellows Hunting Club, Inc. by deed dated February 6, 1947 and recorded in the Washington County Clerk's Office on February 13, 1947 in Book 252 of Deeds at Page 154.

SUBJECT TO a permanent easement from Arthur Stiles to the New York Telephone Company, dated April 15, 1958 and recorded in the Washington County Clerk's Office on April 23, 1958 in Book 362 of Deeds at Page 40. (see Exhibit C, Schedule B, Item 46L(a) of aforesaid correction/confirmatory deed).

SUBJECT TO a Right Of Way Agreement from Arthur Stiles to Earl Jack Parker, dated November 3, 1989 and recorded in the Washington County Clerk's Office on November 6, 1989 in Book 611 of Deeds at Page 287. (see Exhibit C, Schedule B, Item 46L(b) of aforesaid Correction/Confirmatory deed).

8. **TAX MAP PARCEL 74-1-6.3. ALL THAT PIECE, PARCEL OR LOT OF LAND**, situate, lying and being in the Town of Fort Ann, in the County of Washington and State of New York, being the farm formerly owned and occupied by Patrick Crow, now deceased, near Mount Hope Furnace, so-called, containing about one hundred and sixty acres of land, more or less, and known as Lot Number Fourteen (14) Westfield Tract by Thorn's Survey and the foregoing description is taken from a deed of conveyance made by Patrick Crow and Betsey Crow, his wife, to Francis McGreevey, bearing date the 3rd day of July, 1874, and recorded in the office of the Clerk of the County of Washington on the 21st day of August, 1874, in Book 76 of Deeds at Page 373, and the premises hereby conveyed include all the real property described in said Deed. The above described lands are also the same premises mentioned in and conveyed by the following deeds, to wit: A deed of Francis McGreevey and Mary Ann McGreevey, his wife, to Sarah Prouty, dated April 11, 1879; a deed of Charles J. Prouty and Sarah Prouty, his wife to Mary Ann McGreevey, bearing date October 8, 1881.

Being the same premises conveyed from Eugene Bishop to Arthur M. Stiles by Deed dated December 22, 1949 and recorded in the Washington County Clerk's Office in Book 285 of Deeds at Page 394.

SUBJECT TO a permanent easement from Arthur Stiles to the New York Telephone Company, dated April 15, 1958 and recorded in the Washington County Clerk's Office on April 23, 1958 in Book 362 of Deeds at Page 40. (see Exhibit C, Schedule B, Item 47L(a) of aforesaid correction/confirmatory deed).

- 9. TAX MAP PARCEL 74-1-6.4. ALL THAT CERTAIN PIECE OR PARCEL OF LAND** of seven acres being south of said Lot No. Twenty-four (24) as described in a deed from Edward Woodruff and Susan Woodruff to James Bradley, dated the 25th day of May, 1853, and recorded in the County Clerk's Office on May 26, 1853, in Book No. 29. Said land lies between the road (or highway) and land owned by Mr. Copeland being on the N. west corner of lot no. 15 and N. of the old flux bed road where it crosses the line of the lot land owned by said Copeland. This Deed is designed and intended to convey the above described piece called (7) seven acres be the same more or less.

Being the same premises conveyed from Ethel L. White, Josephine Granger Shaver, Addie Weller, Ina Mae Granger West, Evelina Granger Washburn and Elias A. Granger to Arthur M. Stiles by Deed dated June 19, 1968 and recorded in the Washington County Clerk's Office on November 18, 1968 in Liber 414 of Deeds at Page 196.

- 10. PORTION OF TAX MAP PARCEL 74-1-6.5. ALL THAT TRACT OF LAND** commencing in the North bounds of Lot No. Twenty-four (24) in Westfield Tract, Thorns Survey, Fort Ann, Washington County, New York, and in the highway or road leading from Mount Hope Furnace to Shelving Rock through the Adams Neighborhood, thence West in the line of said Lot, fifteen (15) chains and seventy-five (75) links to a stake and stones, being the northwest corner of said lot No. twenty-four (24); thence South along the west bounds of said Lot No. twenty-four (24), forty (40) chains to the southwest corner thereof; thence East ten (10) chains to the center of the road, then following all the windings and turnings of said road to the place of beginning, containing fifty-one (51) acres.

PORTION OF TAX MAP PARCEL 74-1-6.5. ALSO, ONE OTHER PIECE OF LAND in Lot 25 beginning at the northwest corner of said Lot No. 24, from thence west in the north line of Lot No. 25 to a ledge, thence southerly along the foot of said ledge through a swamp until it meets the west line of said Lot No. twenty-four (24), called five acres be the same more or less.

EXCEPTING AND RESERVING therefrom:

ALL THAT PIECE OR PARCEL OF LAND situate in said Town of Fort Ann, being a family cemetery plot 25 feet by 25 feet, located on top of a Knoll south of the brook and west of the bridge where the brook crosses the Mt. Hope Road, also a right of way to said cemetery plot from said Mount Hope Road. (see Exhibit C, Schedule B, Item 49L(a) of aforesaid correction/confirmatory deed).

Being the same premises conveyed from Charles A. Smith and Clarence Smith to Arthur Stiles by Deed dated July 18, 1954 and recorded in the Washington County Clerk's Office in Liber 348 of Deeds at Page 50.

SUBJECT TO a permanent easement from Arthur Stiles to the New York Telephone Company, dated April 15, 1958 and recorded in the Washington County Clerk's Office on April 23, 1958 in Book 362 of Deeds at Page 40. (see Exhibit C, Schedule B, Item 49L(b) of aforesaid correction/confirmatory deed).

TAX MAP PARCEL 74-1-6.6. ALSO, ONE OTHER PIECE OF LAND of same Lot No. Twenty-four (24), beginning in the south line of said lot where the road now crosses said line thence Northerly as the road now runs twenty (20) rods; thence East sixteen (16) rods; thence southerly twenty (20) rods; thence West sixteen (16) rods to the place of beginning, containing two acres with the house thereon standing and all the privileges thereunto belonging except the privilege of digging sand and a road and from said sand bed as has been used for that purpose.

11. TAX MAP PARCEL 74-1-6.6 IS ALSO DESCRIBED AS FOLLOWS: ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate in the Town of Fort Ann, County of Washington, State of New York, as follows:

Parcel No. 3514

Name: Hurlbert, Warren; Pt. Of Lot 24 Westfield, For. Pri. 2A.

Bd.	N.S. by Huds. V. Scouts
	E by Scouts
	W by Stiles

(Reference is made to the 1968 Town Tax Roll of the Town of Fort Ann, on Line numbered 1, Page numbered 82.)

Being the same premises conveyed from Herman Benjamin, as the Treasurer of the County of Washington to Arthur M. Stiles by Deed dated December 21, 1973 and recorded in the Washington County Clerk's Office on May 23, 1974 in Liber 443 of Deeds at Page 688.

BEING A PORTION OF THE PREMISES conveyed to Finch, Pruyn & Company, Incorporated by Daniel L. Stiles, as Executor of the Last Will and Testament of Arthur M. Stiles, by deed dated October 10, 1997 and recorded in the Washington County Clerk's Office on October 17, 1997 in Book 789 of Deeds at page 262.

B. STILES PURCHASE (SECOND DEED).

1. PORTION OF TAX MAP PARCEL 74-1-6.1. ALL THAT TRACT OR PARCEL OF LAND, lying and being in the Town of Fort Ann, Washington County, State of New York, and known and distinguished as 50 acres in the south part of Lot 27 of the Westfield Tract and being the same premises described in a Deed from Patrick P. Moynahan and Elizabeth Moynahan, his wife, to the Kanes Falls Pulp Company by Deed dated June 6, 1894 and recorded in the office of the Clerk of the County of Washington on June 7, 1894 in Book 115 of Deeds at page 259.

EXCEPTING AND RESERVING, however unto Niagara Mohawk Power Corporation, its successors and assigns to Arthur Stiles, the right to raise the waters of Thurber Pond by means of a dam or bulkhead at the outlet of Thurber Pond to the height of the present embankment or dam and to draw and raise the said waters of Thurber Pond as Niagara Mohawk Power Corporation, its successors and assigns, may elect and to flow and flood the lands above described by means of said dam or bulkhead.. (see Exhibit C, Schedule B, Item 46L(c) of aforesaid correction/confirmatory deed)

SUBJECT TO a permanent easement from Arthur Stiles to the New York Telephone Company, dated April 15, 1958 and recorded in the Washington County Clerk's Office on April 23, 1958 in Book 362 of Deeds at Page 40. (see Exhibit C, Schedule B, Item 46L(a) of aforesaid correction/confirmatory deed).

SUBJECT TO a Right Of Way Agreement from Arthur Stiles to Earl Jack Parker, dated November 3, 1989 and recorded in the Washington County Clerk's Office on November 6, 1989 in Book 611 of Deeds at Page 287. (see Exhibit C, Schedule B, Item 46L(b) of aforesaid Correction/Confirmatory deed).

SUBJECT TO a RECIPROCAL ACCESS EASEMENT AGREEMENT dated November 22, 2010 between Upper Hudson Woodlands ATP, LP, Girl Scouts of Northeastern New York, Inc, and Open Space Conservancy, Inc, recorded in the Washington County Clerk's Office on December 3, 2010 in Liber 2908 page 153. (see Exhibit C, Schedule B, Item 48L(a) and Item 49L(C) of aforesaid Correction/Confirmatory deed).

Being the same premises conveyed from Niagara Mohawk Power Corporation to Arthur Stiles by Deed dated June 14, 1963 and recorded in the Washington County Clerk's Office on August 31, 1964 in Liber 394 of Deeds at Page 488.

BEING THE SAME PREMISES conveyed to Finch, Pruyn & Company, Incorporated by Daniel L. Stiles, as Executor of the Last Will and Testament of Arthur M. Stiles, by deed dated November 10, 1997 and recorded in the Washington County Clerk's Office on November 24, 1997 in Book 792 of Deeds at page 78.

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No.12,127 as Project: Washington 88 (Tax Map Parcel Nos. 65.00-1-3.1, 3.2, 4.1, 4.4, 24; 74.00-1-6.1, 6.2, 6.3, 6.4, 6.5 and 6.6, as shown on said Compiled Map), for further reference.

SCHEDULE 3

"Lake George Block - Town of Fort Ann, Hogtown Road Tract, Project: Washington 89"

ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND, situate, lying and being in the Town of Fort Ann, County of Washington and State of New York, described as follows:

1. **STILES PURCHASE TAX MAP PARCELS 75-1-2.1 and 2.2. ALL THAT TRACT OR PARCEL OF LAND** situate in the Town of Fort Ann, County of Washington, State of New York, bounded and described as follows:

PARCEL 1: Lot No. 16 in Westfield Tract, Thorn Survey, it being the same lot deeded by Simon Woodruff to Elijah Rathbone dated the 15th day of September 1852 and recorded June 25, 1853.

PARCEL 2: Being a part of Lot No. 8 in the Fort Ann Tract, surveyed by Silas D. Kellogg, Deputy Surveyor in 1812, and bounded and described as follows: Beginning at a stake northwest nineteen (19) links from a beech tree marked No. 7-8 in the west bounds of No. 7, then along the west bounds thereof and a part of the west of No. 5, south thirty nine (39) chains to a stake and stones marked No. 8-10, then west twenty five (25) chains to a beech tree marked No. 8-9, then north thirty nine (39) chains to a maple tree marked No. 8-9, in the south bounds of a tract of unappropriated lands, surveyed by Stephen Thorn, Esq., then along part of the same East twenty five (25) chains to the place of beginning, containing ninety seven and five tenths (97.5) acres of land be the same more or less.

PARCEL 3: Being a part of Lot No. 9, Thorns Survey bounded and described as follows: beginning at a stake and stones; being the N.W. Corner of Lot No. 9; thence E. 30 chains to a maple sapling marked No. 8 and 9; thence S. 10 chains to a maple tree; thence W. 30 chains to a stake and stones; thence N. 10 chains to the place of beginning, containing thirty acres of land be the same more or less.

Being the same premises conveyed from Fletcher W. Fifield to Arthur Stiles by Deed dated August 7, 1977 and recorded in the Washington County Clerk's Office in Book 410 of Deeds at Page 79.

2. **STILES PURCHASE TAX MAP PARCEL 75-1-4.1. ALL THAT CERTAIN PIECE OR PARCEL OF LAND** hereinafter particularly described situate, lying and being in the Town of Fort Ann, County of Washington and State of New York and more particularly described as Lot No. 25 of the Fort Ann Tract and Harris Grant No. 11 (For clarification purposes only: a.k.a. as Lot No. 17 of the Westfield Tract, and a portion of Lot 18) being a tract of land granted by the State of New York to Joshua Harris. The first mentioned lot containing seventy acres and the last 200 acres, be the same more or less. "Reference is made to survey Map R499 on file in the Office of the Secretary of State in Albany which lists Lot 25 as being 62 and 6/10 acres, the 200 acre lot surveyed at Lot No. 17 of Westfield Tract."

ALSO a piece of land known as Lot No. 7 of the Fort Ann Tract as described in the Field Book and Map of said tract filed in the Secretary of States Office, containing two hundred and thirty acres. Excepting that portion of Lot No. 7 along its easterly side which is further identified on the hereinafter described Compiled Map as being a portion of Washington County Real Property Tax Map Parcel 76-1-11.2, being a parcel of land conveyed by American Wilderness Resources, Inc. to Jay L. Tanzi, by deed dated October 26, 1999 and recorded in the Washington County Clerk's Office on November 18, 1999 in Book 840 of Deeds at Page 318.

EXCEPTING AND RESERVING from the above conveyance all that portion of the above described property situate on the north side of Hogtown Road containing approximately 30 acres. (For clarification purposes only: this is tax map parcel 75-1-4, a portion of Liber 814 at Page 325).

It is the intention to convey hereunder that portion of the above described property situate on the south side of Hogtown Road which includes approximately 424.20 acres of land be the same more or less.

Being a portion of the premises conveyed from Maria Oddo to Arthur M. Stiles by Deed dated January 17, 1976 and recorded in the Washington County Clerk's Office on February 5, 1976 in Book 452 of Deeds at Page 836.

3. **STILES PURCHASE TAX MAP PARCEL 84-1-2. ALL THAT TRACT, PIECE OR PARCEL OF LAND** situate, lying and being in the Town of Fort Ann, Washington County, New York, bounded and described as follows:

On the North by lands now or formerly owned by James Dinwiddie (Book 593, p. 95), lands now or formerly owned by Arthur Stiles (Book 452, p. 836 and Book 469, p. 130); on the East by lands now or formerly owned by Clay Capen (Book 493, p. 477), lands now or formerly owned by Georgia Clifford (Book 599, p. 188), lands now or formerly owned by Arthur Stiles (Book 402, p. 987), lands now or formerly owned by Richard Allen (Book 491, p. 796), and lands now or formerly owned by Paul and Dorothy Prouty (Book 464, p. 800), on the South by lands now or formerly owned by Georgia Clifford (Book 683, p. 74), other

lands now or formerly owned by Dinwiddie (Lot B - 1.778 acres), lands now or formerly owned by Joseph Tremins (Book 593, p. 321 and Book 488, p. 555), lands now or formerly owned by Lewis Granger (Book 413, p. 159), lands now or formerly owned by Arthur Stiles (Book 420, p. 918) and lands now or formerly owned by Gerald Elms (Book 416, p. 996 and Book 632, p. 33), and on the West by said lands now or formerly owned by Gerald Elms.

EXCEPTING AND RESERVING HOWEVER, those parcels of land conveyed by Martin Dinwiddie:

1. to Herbert Frost by deed dated November 3, 1954 and recorded October 26, 1955 in Book 340 of Deeds at Page 41 and subject to the spring rights granted therein (said exception being further identified on the hereinafter described Compiled Map as being Washington County Real Property Tax Map Parcel 84-1-3, being a parcel of land conveyed by EMC Mortgage Corporation to Donie W. & Mary Ellen Schuster by deed dated March 14, 2006 and recorded in the Washington County Clerk's Office on April 3, 2006 in Book 2123 of Deeds at Page 305). (see Exhibit C, Schedule B, Item 58L(d) of aforesaid correction/confirmatory deed).

2. to Paul D. Prouty and Dorothy E. Prouty by deed dated September 22, 1978 and recorded September 22, 1978 in Book 467 of Deeds at page 1089 (said exception being further identified on the hereinafter described Compiled Map as being Washington County Real Property Tax Map Parcel 85-1-16, being a parcel of land conveyed by Paul D. & Dorothy E. Prouty to The Paul D. Prouty Living Trust and the Dorothy E. Prouty Living Trust by deed dated August 4, 1997 and recorded in the Washington County Clerk's Office on August 13, 1997 in Book 785 of Deeds at Page 52).

3. to James Dinwiddie by deed dated February 8, 1989 and recorded February 9, 1989 in Book 593 of Deeds at page 95 and subject to the right of way granted therein. (said exception being further identified on the hereinafter described Compiled Map as being Washington County Real Property Tax Map Parcel 84-1-2.1, being a parcel of land conveyed by James R. Dinwiddie to James Dinwiddie by deed dated August 27, 2001 and recorded in the Washington County Clerk's Office on October 1, 2001 in Book 890 of Deeds at Page 224). (see Exhibit C, Schedule B, Item 58L(c) of aforesaid correction/confirmatory deed).

4. to Georgia M. Clifford by deed dated May 5, 1989 and recorded May 17, 1989 in Book 599 of Deeds at Page 188 (said exception being further identified on the hereinafter described Compiled Map as being Washington County Real Property Tax Map Parcel 84-1-2.2, being a parcel of land conveyed by Georgia M. Eggleston, formerly known as George M. Clifford to James M. Dinwiddie by deed dated March 21, 2005 and recorded in the Washington County Clerk's Office on March 23, 2005 in Book 1896 of Deeds at Page 292).

5. to Georgia M. Clifford by deed dated May 5, 1992 and recorded January 26, 1993 in Book 683 of Deeds at Page 74 (said exception being further identified on the hereinafter described Compiled Map as being Washington County Real Property Tax Map Parcel 84-1-2.3, being a parcel of land conveyed by Georgia M. Clifford to James M. & Roberta A.

Dinwiddie by deed dated March 29, 1996 and recorded in the Washington County Clerk's Office on April 9, 1996 in Book 752 of Deeds at Page 184).

FURTHER EXCEPTING AND RESERVING, HOWEVER, that parcel of land shown as Lot B (1.778 acres) on a survey entitled "Survey Map of Subdivision of a Portion of Lands of Martin Dinwiddie, Town of Fort Ann, Tax Map ID #84-1-2, County of Washington, State of New York, dated December 7, 1991, made by Santo Associates, which was filed April 6, 1994 in the Washington County Clerk's Office as Map No. 238-64" (said exception being further identified on the hereinafter described Compiled Map as being Washington County Real Property Tax Map Parcel 84-1-2.4, being a parcel of land conveyed by James M. & Roberta A. Dinwiddie to James R. & Melanie Dinwiddie by deed dated March 21, 2007 and recorded in the Washington County Clerk's Office on April 2, 2007, in Book 2347 of Deeds at Page 249).

SUBJECT TO the conditions as set forth in APA Permit for Project 95-283, issued **October 27, 1995** and filed in the Washington County Clerk's Office on November 8, 1995 in Book 5 APA 9. (see Exhibit C, Schedule B, Item 58L(a) of aforesaid correction/confirmatory deed).

The lands conveyed are subject to Adirondack Park Agency Permit 95-283, issued October 26, 1995, the terms and conditions of which are binding upon the heirs, successors and assigns of the grantors and all subsequent grantees. (see Exhibit C, Schedule B, Item 58L(a) of aforesaid correction/confirmatory deed)

Being the same premises conveyed from James Dinwiddie, as Executor of the Estate of Martin G. Dinwiddie to Arthur M. Stiles by Executor's Deed dated November 9, 1995 and recorded in the Washington County Clerk's Office on November 9, 1995 in Liber 743 of Deeds at Page 188.

(For clarification purposes only: References to the northerly boundary of the above described premises in previous Deeds were erroneously referred to as Lot 6 in the Fort Ann Patent and should have been referred to as Lot 6 Campbell Patent)

4. **STILES PURCHASE TAX MAP PARCEL 66-1-40. ALL THAT CERTAIN PIECE OR PARCEL OF LAND** situate in the Town of Fort Ann, County of Washington and State of New York, being a piece or part of a lot known as Thompson Lot and bounded as follows: One the North by the highway running from the Welch Hollow Road to the Road running from South Bay to the Old Furnace and by lands owned by Benj. D. Campney; on the East by lands owned by the Estate of Myron M. Woodruff; on the South by lands owned by Timothy J. Kearns; on the West by the aforesaid highway running from Welch Hollow to said highway running from South Bay to the Old Furnace, containing thirty acres of land be the same more or less.

ALSO being the southerly part of Division No. 2 of Campbell's No. 4.

EXCEPTING AND RESERVING therefrom the use of the water from a spring located near the northeast line of the lot hereby conveyed and the water rights therefrom and the right to enter and reenter on the above described premises for the purpose of laying, maintaining and repairing a water pipe from said spring to the house now owned by Bessie Rathbun, her heirs and assigns. (see Exhibit C, Schedule B, Item 51L(a) and Item 51L(b) of aforesaid correction/confirmatory deed).

Being the same premises conveyed from Elizabeth Graham to Arthur M. Stiles by Deed dated January 28, 1985 and recorded in the Washington County Clerk's Office on February 4, 1985 in Liber 504 of Deeds at Page 826.

5. **STILES PURCHASE TAX MAP PARCEL 66-1-41.1. ALL THAT PIECE OR PARCEL OF LAND** situate in the Town of Fort Ann, County of Washington and State of New York, bounded and described as follows: Beginning at the corner of Lot No. 22 of the Westfield Tract, and running from thence along the easterly bounds thereof and the east bounds of Lot No. 33 of said Westfield Tract, North 25 degrees west, forty-four chains and seventy-three links to a yellow birch tree; thence along the southerly bounds of said Lot No. 33, North 65 degrees east, fifteen chains to a poplar tree; thence south 25 degrees east, forty-four chains and seventy-three links to a stake and stones by the side of the road; thence south 65 degrees west fifteen chains to the place of beginning, according to the survey made by Norman McMore in November 1909. The said lot being known as part of the Campbell's location No. 4, in the Town of Fort Ann.

EXCEPTING AND RESERVING from the above conveyance all that portion of the above described premises situate on the north side of Hogtown Road.

It is the intention to convey hereunder all of the portion of the above described premises situate on the south side of Hogtown Road and the said parcel conveyed hereunder contains approximately 28.65 acres of land be the same more or less.

Being a portion of the same premises conveyed from James C. Cotherman to Arthur Stiles by Deed dated February 25, 1960 and recorded in the Washington County Clerk's Office in Book 377 of Deeds at Page 599.

6. **STILES PURCHASE TAX MAP PARCEL 76-1-1.6.** All the now or formerly the James G. Vaughn farm and its accompanying wood lot, being both located upon the South Bay Road, Town of Fort Ann, Washington County, New York, said property being further described as follows:

The equal undivided two-thirds of the north half of the farm purchased by Whitman Vaughn, late of the Town of Fort Ann, now deceased, of John Hilleburt and John Hilleburt, Jr., by deed bearing date the 21st day of March, A.D. 1827 and recorded in the Clerk's Office of Washington County in Liber V. of Deeds, pages 234, 235 and 236, on April 17, 1827 in Welch Hollow Campbell's Patent and Town of Fort Ann, aforesaid.

Also the equal undivided two-thirds of the north half of Lot No. 4 in the Fort Ann Tract in said town.

Also the equal undivided two-thirds of Lot No. 27 in the Town of Fort Ann Additional Tract on the east mountain in said Town of Fort Ann, purchased by Whitman Vaughn deceased, of Dan. Pond of Granville, in said county by deed bearing date November 19, 1834 and recorded May 26, 1835 in Liber M. M. of Deeds, pages 605, 606 and 607, being the same property described in a certain deed from Sarah J. Vaughn, Hermie Vaughn, Fred A. Vaughn and Dora Vaughn to Ida M. Vaughn, dated the 7th day of May, 1892 and recorded in the Washington County Clerk's Office on the 13th day of April, 1893 at 8:00 a.m. in Liber 113 of Deeds at page 299, which deed and description are hereby referred to and made a part hereof by such reference.

Also granted is all the right, title and interest in and to said road adjacent to the above described premises.

EXCEPTING AND RESERVING any portion of the above described lands heretofore conveyed to Washington County for highway purposes.

FURTHER EXCEPTING the lands conveyed to Richard J. Parrott and Virginia S. Parrott, by deed dated April 18, 1966 and recorded in the Washington County Clerk's Office on April 21, 1966 in Book 402 of Deeds at Page 220 and more particularly described as follows: All the equal undivided two-thirds interest in and to that certain piece or parcel being, lying and situate on the westerly side of the South Bay Road, Town of Fort Ann, Washington County, New York bounded and described as follows: COMMENCING at a point on the westerly side of said South Bay Road at the Northeast corner of the lands of one Fred Allen; said point being the southeast corner of the premises hereby intended to be conveyed; running thence northerly along the westerly side of said South Bay Road a distance of 400 feet to a point; running thence westerly and parallel to the northerly lines of said Allen's Lands a distance of 260 feet to a point; running thence southerly and parallel to the first mentioned line to a point in the northerly bounds of the lands of said Allen; thence easterly a distance of 260 feet to the point or place of beginning. Said exception being still owned by Parrott and further identified on the hereinafter described Compiled Map as being Washington County Real Property Tax Map Parcel 76-1-1.3).

ALSO EXCEPTING AND RESERVING from the above described premises all of that portion of the above described premises which lies on the east side of South Bay Road.

It is the intention to convey hereunder all that portion of the above described premises situated on the west side of South Bay Road and containing approximately 41.03 acres of land be the same more or less.

Being a portion of the same premises conveyed from Frank L. Vaughn to Arthur Stiles by Deed dated April 18, 1966 and recorded in the Washington County Clerk's Office in Book 402 of Deeds at Page 987.

SUBJECT TO a utility easement from Arthur M. Stiles to The New York Telephone Company dated June 13, 1984 and recorded in the Washington County Clerk's Office on July 5, 1984 in Book 501 of Deeds at Page 102. (see Exhibit C, Schedule B, Item 56L(a) of aforesaid correction/confirmatory deed).

ALSO SUBJECT TO a utility easement from Frank L. Vaughn to New York Telephone Company dated April 15, 1958 and recorded in the Washington County Clerk's Office on April 23, 1958 in Book 362 of Deeds at Page 42. (see Exhibit C, Schedule B, Item 56L(c) of aforesaid correction/confirmatory deed).

7. **STILES PURCHASE TAX MAP PARCEL 76-1-10. ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND** situate in the Town of Fort Ann, Washington County, New York, bounded and described as follows, viz.:

"Kaplan, Louis: Ft. Ann/Lot 6 Campbell Pat., For. Pri., 50 acres Bd. N by Lot 6, S by Lot 6, E by Lot 3, W by Lot 7. (Reference is made to the 1967 Town Tax Roll of the Town of Fort Ann, line numbered 8 on Page numbered 84)."

Being the same premises conveyed from Thomas C. Beach, Jr. and Leo Cox Beach, husband and wife, to Arthur M. Stiles by Deed dated September 22, 1978 and recorded in the Washington County Clerk's Office on December 4, 1978 in Liber 469 at Page 130.

8. **STILES PURCHASE TAX MAP PARCEL 85-1-14.1. ALL THAT PIECE OR PARCEL OF LAND** being the larger portion of the Arthur Wallace farm situate between the east and west roads, so-called, in the town of Fort Ann, Washington County, New York, bounded on the north by lands of William H. Stevens; on the east by the highway known as the East Road and on the south by premises of one Wright and the portion of said Wallace farm conveyed to Howard Wright and wife, known as the 30 acre pasture lot and on the west by the highway known as the West Road.

EXCEPTING AND RESERVING from this conveyance all that portion of the above described premises situated on the east side of West Road.

It is the intention to convey all that portion of the above described premises which is situated on the west side of West Road and the parcel contains approximately 69.67 acres of land more or less.

(For clarification purposes only: The above described parcel is part of Lot One, Fort Ann Tract and part of Lot Ten, Lawrence Patent)

Being a portion of the premises conveyed from Delbert Stiles to Arthur M. Stiles by Deed dated July 25, 1947 and recorded in the Washington County Clerk's Office in Book 388 of Deeds at Page 692.

BEING A PORTION OF THE PREMISES conveyed to Finch, Pruyn & Company, Incorporated by Daniel L. Stiles, as Executor of the Last Will and Testament of Arthur M. Stiles, by deed dated October 10, 1997 and recorded in the Washington County Clerk's Office on October 17, 1997 in Book 789 of Deeds at page 262.

SUBJECT To a Highway appropriation from Arthur M. Stiles to the County of Washington, dated December 23, 1963 and recorded in the Washington County Clerk's Office on December 23, 1963 in Book 391 of Deeds at Page 679. (see Exhibit C, Schedule B, Item 59L(a) of aforesaid correction/confirmatory deed).

ALSO SUBJECT To a Permanent Easement from Arthur M. Stiles to the County of Washington, dated January 15, 1980 and recorded in the Washington County Clerk's Office on January 17, 1980 in Book 475 of Deeds at Page 321. (see Exhibit C, Schedule B, Item 59L(b) of aforesaid correction/confirmatory deed).

ALSO SUBJECT To a Utility Easement from Arthur M. Stiles to New York Telephone Company, dated June 15, 1983 and recorded in the Washington County Clerk's Office on November 26, 1984 in Book 503 of Deeds at Page 760. (see Exhibit C, Schedule B, Item 59L(c) of aforesaid correction/confirmatory deed).

ALSO SUBJECT To rights reserved in a deed from Gary L. Allen to Gerald C. Elms, dated June 18, 1969 and recorded in the Washington County Clerk's Office on June 30, 1969 in Book 416 of Deeds at Page 996. (see Exhibit C, Schedule B, Item 59L(d) of aforesaid correction/confirmatory deed).

ALSO SUBJECT To a Right of Way conveyed from Georgia M. Eggleston formerly known as Georgia M. Clifford to James M. Dinwiddie in a deed dated March 21, 2005. and recorded in the Washington County Clerk's office on March 23, 2005 in Liber 1896 page 292. (see Exhibit C, Schedule B, Item 58L(e) of aforesaid Correction/Confirmatory deed).

TOGETHER WITH a RECIPROCAL ACCESS EASEMENT AGREEMENT dated November 22, 2010 between Upper Hudson Woodlands ATP, LP, Girl Scouts of Northeastern New York, Inc, and Open Space Conservancy, Inc, recorded in the Washington County Clerk's Office on December 3, 2010 in Liber 2908 PAGE 153. (see Exhibit C, Schedule B, Item 48L(a) and Item 49L(C) of aforesaid Correction/Confirmatory deed).

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No.12,128 as Project: Washington 89 (Tax Map Parcel Nos. 75.00-1-2.1, 2.2, 4.1; 84.00-1-2, 66.00-1-40, 66.00-1-41.1, 76.00-1-1.6, 76.00-1-10 and 85.00-1-14.1, as shown on said Compiled Map), for further reference.

SCHEDULE 4**"Lake George Block - Towns of Fort Ann and Whitehall, Dolph Pond Tract, Project: Washington 90B"**

ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND, situate in the Towns of Fort Ann and Whitehall, County of Washington and State of New York, described as follows:

A. KINNER PURCHASE (FIRST DEED) [Intentionally Deleted]

For clarification purposes only: this parcel intentionally omitted (see Parcel 6, Dolph Pond Tract for A. Kinner Purchase (first deed), D.E.C. Project: Washington 90A-Proposed Fee, DEC map #12,129)

B. TAX MAP PARCEL 76-1-5, KINNER PURCHASE (SECOND DEED). ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate, lying and being in the Town of Fort Ann, County of Washington and State of New York, described in a deed from Herman Benjamin as the Treasurer of the County of Washington, State of New York, for and on behalf of said County, and in the name of the Board of Supervisors of the County of Washington, to Walter C. Kinner dated June 16, 1960 and recorded in the Washington County Clerk's Office on May 31, 1967 in Book 406 of Deeds at page 1008, as follows:

The following tract, piece or parcel of land, situated in the Town of Fort Ann, County of Washington, viz:

PARCEL NO. 1867
Woodward, Earl; Lot 10, For.,
58 acres

Bd. North by Lot 9
East by Whitehall Town Line
South by Lot 14
West by Lot 11

Reference is made to the 1954 Town Tax Roll of the Town of Fort Ann, Line numbered 3 on Page numbered 81.

SUBJECT To rights-of-way conveyed in a deed from Clifford W. and Thyrza L. Kinner to Northern Lumber Company, Inc., dated December 4, 1959 and recorded in the Washington County Clerk's Office on January 11, 1960 in Book 374 of Deeds at Page 645. (see Exhibit C, Schedule B, Item 64L(b) of aforesaid correction/confirmatory deed).

BEING THE SAME PREMISES conveyed to Finch, Pruyn & Company, Incorporated by Clifford Walter Kinner, also known as Walter C. Kinner, by deed dated June 21, 1967 and recorded in the Washington County Clerk's Office on June 26, 1967 in Book 407 of Deeds at page 222.

2. **TAX MAP PARCEL 86-1-22, LAFARR PURCHASE. ALL THAT PIECE OR PARCEL OF LAND** situate, lying and being in the Town of Whitehall, County of Washington and State of New York, conveyed by Learnie J. Lawrence and Christine M. Lawrence to Harold LaFarr and Elizabeth LaFarr by deed dated October 13, 1966 and recorded in the Washington County Clerk's Office on October 18, 1966 in Book 404 of Deeds at page 690 and therein described as follows: "all that certain lot of land number fifty-eight in the Town of Whitehall, Washington County, New York, bounded south by the south line of the Town of Whitehall, west by lands of I. V. Baker, north by lands of George Albert Kingsley, and east by lands of Wallace Graham; the whole containing about fifty (50) acres be the same more or less; being the same tract described in Liber 107 on Page 213 of Deeds, in said Washington County."

BEING THE SAME PREMISES conveyed to Finch, Pruyn & Company, Incorporated by Harold La Farr and Elizabeth La Farr by deed dated May 4, 1967 and recorded in the Washington County Clerk's Office on May 8, 1967 in Book 406 of Deeds at page 667.

3. **TAX MAP PARCELS 85.00-1-7.1 & 85.00-1-7.2, RANSOM PURCHASE. ALL THAT TRACT OR PARCEL OF LAND**, situate, lying and being in the Town of Fort Ann, County of Washington and State of New York, and further described as being Lots No. 15 and 16, Skeensborough West Bounds.

Being the same premises described in a deed dated May 25, 1960 from Helen E. Baker to Florence P. Ransom and which said deed was recorded in the Washington County Clerk's Office on June 13, 1960 in Book 376 of Deeds at page 5.

It is the intent of the grantor herein to convey an equal and undivided one-fourth part of the afore described premises as mentioned in the above deed and to also transfer the outstanding interest of Raymond C. Ransom in said premises under a deed dated April 9, 1936 and recorded in the Washington County Clerk's Office on August 6, 1936 in Book 213 of Deeds at page 489.

The aforesaid Raymond C. Ransom died a resident of the State of Vermont survived by Florence P. Ransom, his wife, and Philip R. Ransom, his son. The aforesaid Florence P. Ransom died a resident of the State of Vermont survived by her son, Philip R. Ransom as her only heir at law.

The aforesaid Philip R. Ransom died a resident of St. Johnsbury, County of Caledonia, State of Vermont, on the 25th day of August, 1974. Beatrice D. Ransom, his wife, was duly appointed Executrix of his estate and said Will has been admitted to ancillary probate in the State of New York by Order of the Surrogate's Court dated the 25th day of May, 1976.

BEING THE SAME PREMISES conveyed to Finch, Pruyn & Co., Inc. by Beatrice D. Ransom by deed dated December 8, 1976 and recorded in the Washington County Clerk's Office on February 14, 1977 in Book 458 of Deeds at page 546.

4. **TAX MAP PARCELS 85.00-1-7.1 & 85.00-1-7.2, GRIFFIN, ET AL PURCHASE. ALL THAT TRACT OR PARCEL OF LAND,** situate, lying and being in the Town of Fort Ann, County of Washington and State of New York and further described as being Lots No. 15 and 16, Skeensborough West Bounds.

BEING the same premises described in a deed from Wayne Potter, as Trustee of the Trust provided under Will of Lillie T. Clark, deceased to Harold A. Ransom and Raymond C. Ransom and dated April 9, 1936 and acknowledged April 9, 1936 and recorded on August 6, 1936 in the Washington County Clerk's Office in Book 213 of Deeds at page 419.

The aforesaid Harold A. Ransom died a resident of Castleton, Vermont on May 19, 1958 survived by the following heirs at law only: Mary Louise Griffin, daughter, Ann R. Grant, daughter, Bessie J. Ransom, wife. It is the intent to convey all of the outstanding interest in said premises of Harold A. Ransom.

BEING THE SAME PREMISES conveyed to Finch, Pruyn & Co., Inc. by Mary Louise Griffin, Ann R. Grant and Bessie J. Ransom by deed dated December 10, 1976 and recorded in the Washington County Clerk's Office on February 14, 1977 in Book 458 of Deeds at page 548.

5. **TAX MAP PARCELS 85.00-1-7.1 & 85.00-1-7.2, MERSERVE PURCHASE. ALL THAT TRACT OR PARCEL OF LAND,** situate, lying and being in the Town of Fort Ann, County of Washington and State of New York, and further described as being Lots No. 15 and 16, Skeensborough West Bounds.

Also conveyed is an equal and undivided one-half part of said Lots No. 15 and 16.

Being the same premises described in a deed dated February 3, 1961, acknowledged February 3, 1961 and recorded in the Washington County Clerk's Office on July 10, 1961 in Book 380 of Deeds at page 746.

BEING THE SAME PREMISES conveyed to Finch, Pruyn & Co., Inc. by Kathleen Kellogg Meserve by deed dated December 13, 1976 and recorded in the Washington County Clerk's Office on February 14, 1977 in Book 458 of Deeds at page 544.

6. **TAX MAP PARCEL 85.00-1-6, McMORRIS PURCHASE. ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND,** situated in the Town of Fort Ann, County of Washington, State of New York, and being more particularly bounded and described as follows:

Parcel 7392

Name: Beckwith, Ray D.
Description: Ft. Ann, 192.40 Acres, 910
Tax Map No.: 85-1-6

(Reference is made to the 1982 town Tax Roll of the Town of Fort Ann, on line 2, Page number 106.)

BEING THE SAME PREMISES conveyed to Finch, Pruyn & Company, Inc. by Edmond A. McMorris, as the Treasurer of the County of Washington, State of New York, for and on behalf of the County and in the name of the Board of Supervisors of the County of Washington by deed dated October 17, 1986 and recorded in the Washington County Clerk's Office on November 18, 1986 in Book 538 of Deeds at page 30.

EXCEPTING AND RESERVING therefrom, however, all iron, ores, minerals, and mines of every kind, with the right and privilege to enter and remove the same, as reserved in prior deeds in the chain of title. (see Exhibit C, Schedule B, Item 63L(b) of aforesaid correction/confirmatory deed).

SUBJECT To an easement and rights-of-way in common with other, conveyed in a deed from Clifford W. and Thyrza L. Kinner to Northern Lumber Company, Inc., dated December 4, 1959 and recorded in the Washington County Clerk's Office on January 11, 1960 in Book 374 of Deeds at Page 645. (see Exhibit C, Schedule B, Item 63L(d) of aforesaid correction/confirmatory deed).

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No.12,129 as Project: Washington 90B (Town of Fort Ann Tax Map Parcel Nos. 76.00-1-5, 85.00-1-6, 85.00-1-7.1, 85.00-1-7.2 and Town of Whitehall Tax Map Parcel No. 86.00-1-22, as shown on said Compiled Map), for further reference.

FULTON COUNTY - Conservation Easement

ALL THOSE CERTAIN PIECES OR PARCELS OF LAND with the buildings and improvements thereon erected, lying and being a portion of the property located in the Towns of Caroga, Bleecker and Mayfield, County of Fulton and State of New York, being more particularly described on Schedule 1, Town of Caroga, "Canada Lake Tract," Project: Fulton 208; Schedule 2, Town of Bleecker, "Hohler Road Tract," Project: Fulton 209 and "Benson Road Tract", Project: Fulton 210B; Schedule 3, Town of Mayfield, "Jackson Summit Road West Tract", Project: Fulton 211; "Jackson Summit Road East Tract", Project: Fulton 212; "Dennie Road Tract", Project: Fulton 213 and "Ferguson Mountain Tract", Project: Fulton 214, attached hereto and made a part hereof.

Said lands in Schedule 1, Schedule 2 and Schedule 3 are further depicted on maps prepared by McIntosh & McIntosh, P.C. entitled "Compiled Map Showing Sketch of a Conservation Easement to be Acquired Pursuant to Section 3-0305 of the Environmental Conservation Law" or entitled "Compiled Map Showing Sketch of a Conservation Easement and a Proposed Parcel to be Acquired in Fee Pursuant to Section 3-0305 of the Environmental Conservation Law" or entitled "Compiled Map Showing Sketch of Two Conservation Easements to be Acquired Pursuant to Section 3-0305 of the Environmental Conservation Law" dated December 14, 2010 and Designated as follows (individually, the "Compiled Map" and collectively, the "Compiled Maps"):

- Schedule 1. Vendor - Upper Hudson Woodlands ATP, LP, Project: Fulton 208, Map No. 12,114
- Schedule 2. Vendor- Upper Hudson Woodlands ATP, LP, Project: Fulton 209, Map No. 12,115
Project: Fulton 210B, Map No. 12,116
- Schedule 3. Vendor - Upper Hudson Woodlands ATP, LP, Project: Fulton 211, Map No. 12,117, Project: Fulton 212 & Project: Fulton 213, Map No. 12,118 and Project: Fulton 214, Map No. 12,119

All Compiled Maps being dated December 14, 2010 and filed as Department of Environmental Conservation Maps in the New York State Department of Environmental Conservation, Bureau of Real Property Office at 625 Broadway, Albany, NY, said Compiled Maps being also filed in the Fulton County Clerk's Office immediately prior hereto and of even date herewith.

TOGETHER with the rights of the grantor in and to those portions of the premises described herein which lie within the bounds of all public roads or highways. With respect to the descriptions of parcels herein that are adjacent to public roadways, unless otherwise specifically described to the contrary, it is grantor's intention to convey all right, title and interest, if any in and to the lands to the centerline of the roadway.

TOGETHER with the appurtenances, and all the estate and rights of the grantor in and to said premises.

SUBJECT to the rights of the public in and to those portions of the premises described herein which lie within the bounds of all public roads or highways and also subject to all easements, rights-of-way, covenants and restrictions of record.

SUBJECT to exceptions set forth herein and also listed in Exhibit C, Schedule B as noted in the Correction/Confirmatory deed conveyed by The Nature Conservancy, Inc. to Upper Hudson Woodlands ATP, LP referenced below. (See corresponding Exhibit C, Schedule B references following exceptions in the description)

BEING A PORTION OF THE PREMISES conveyed by Finch, Pruyn & Company, Incorporated to Adirondack Woodlands LLC by deed dated June 18, 2007 and recorded in the Fulton County Clerk's Office on June 26, 2007 in Liber 1074 at Page 178.

BEING PART OF THE SAME PREMISES conveyed by Adirondack Woodlands LLC to The Nature Conservancy, Inc. by deed dated October 1, 2007 and recorded in the Fulton County Clerk's Office on October 4, 2007 in Liber 1086 at Page 192.

BEING THE SAME PREMISES LOCATED IN FULTON COUNTY conveyed by The Nature Conservancy, Inc. to Upper Hudson Woodlands ATP, LP, by deed dated March 27, 2009 and recorded in the Fulton County Clerk's Office on March 31, 2009 in Liber 1121, at Page 28 and by Correction/Confirmatory Deed recorded in the aforesaid County Clerk's Office prior to and of even date herewith.

BEING A PORTION OF THE PREMISES conveyed by Pruyn & Company, Incorporated f/k/a Finch, Pruyn & Company, Incorporated to The Nature Conservancy, Inc. by Quitclaim deed dated December 6, 2010 and recorded in the Fulton County Clerk's Office on December 6, 2010 in Instrument No. 2010 - 5172.

SCHEDULE 1

"Sacandaga Block - Town of Caroga, Canada Lake Tract, Project: Fulton 208"

ALL THAT TRACT OR PARCEL OF LAND situate, lying and being in the Town of Caroga, County of Fulton and State of New York, being a part of Great Lot Number 60 of the Glen, Bleecker and Lansing Patent, bounded and described as follows:

COMMENCING at the intersection of the north line of the tier of lots on the north side of Green Lake with the line of lands of the State of New York, and running thence southwesterly along the rear line of said tier of lots to the northwesterly corner of lot conveyed by the Executors of Cyrus Durey to Minnie M. Durey, recorded in Book 212 of Deeds at page 502, which corner is marked by an iron pipe set in concrete; thence north 80° west to an ash tree

marked on three sides and continuing to the line of lands conveyed to the County of Fulton for a highway by deed recorded in Book 236 of Deeds at page 486; thence westerly along the north line of said highway lands to the old macadam road leading from Green Lake to Arietta; thence northerly along said old road to lands conveyed by Cyrus Durey to John H. and Margaret Northover by deed recorded in Book 193 of Deeds at page 493; thence northerly along said Northover lands two hundred fifty (250) feet; thence westerly along the northerly line of said Northover lands and lands conveyed to Gladys Durey Moule by deed recorded in Book 188 of Deeds at page 373, 208 of Deeds at page 406, and 215 of Deeds at page 357, to the northwest corner of said Moule lands; thence south along said Moule lands about two hundred fifty (250) feet to a white concrete road; thence westerly along the concrete road to the point where the said road is intersected by the State land; thence east along the line of the State land to the point and place of beginning. Estimated to contain one hundred (100) acres, including a logging camp.

EXCEPTING AND RESERVING from the above described premises a parcel of land described as follows:

COMMENCING at the northwest corner of the lands of the party of the first part, where the same intersects the lands of the State of New York as shown by a state highway marker on the easterly side of the highway leading from Canada Lake to Pine Lake in the County of Fulton, New York, and running thence in a generally easterly direction along the northerly side of the aforesaid highway leading from Canada Lake to Pine Lake a distance of three hundred feet (300) more or less to another state highway marker; running thence in a generally northerly direction on a line perpendicular to the aforesaid Canada Lake - Pine Lake highway to the lands of the State of New York, and running thence in a generally southwesterly direction along the southeasterly side of the lands of the State of New York to the point and place of beginning.

BEING the same premises conveyed by Ward Nixon to Edwin D. McLaughlin and Beulah G. McLaughlin by deed dated February 27, 1957 and recorded in the Fulton County Clerk's Office March 9, 1957 in Book 243 at page 482. (Said exception being further identified on the hereinafter described Compiled Map as Fulton County Real Property Tax Map Parcel 52.00-1-12, being a parcel of land conveyed by Perry J. & Lisa F. Cimo to William A. Morris, Jr. by deed dated November 22, 1999 and recorded in the Fulton County Clerk's Office on November 23, 1999 in Book 846 of Deeds at Page 350.)

ALSO EXCEPTING premises conveyed by Finch, Pruyn and Company, Incorporated to Harold Van Schaick and Adella Van Schaick by deed dated July 17, 1970 and recorded in the Fulton County Clerk's Office on July 23, 1970 in Book 508 of Deeds at page 759, to which recording reference is hereby made for a more detailed description of the premises hereby excepted. (Said exception being identified on the hereinafter described Compiled Map as Fulton County Real Property Tax Map Parcel 52.11-1-6, being a parcel of land conveyed by Wilbur and Virginia A. Van Schaick to Dr. G. E. Martin III by deed dated October 1, 1998 and recorded in the Fulton County Clerk's Office on October 9, 1998 in Book 815 of Deeds at Page 62.)

ALSO FURTHER EXCEPTING one additional parcel, being further identified on the hereinafter described Compiled Map as a portion of Fulton County Real Property Tax Map

Parcel 52.00-1-21, being a parcel of land conveyed by August E. & Lucia Noelk to Frederick W. Jr. & Judith C. Adlinger by deed dated July 20, 1972 and recorded in the Fulton County Clerk's Office on July 21, 1972 in Book 519 of Deeds at Page 673.

BEING A PORTION OF THE PREMISES conveyed to Finch, Pruyn and Company. Incorporated by Beulah G. Gellhart (formerly Beulah G. McLaughlin) dated June 21, 1966 and recorded in the Fulton County Clerk's Office on June 22, 1966 in Book 488 of Deeds at page 366.

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,114 as Project: Fulton 208 (Tax Map Parcel No. 52.00-1-14, as shown on said Compiled Map), for further reference.

SCHEDULE 2

"Sacandaga Block - Town of Bleecker, Hohler Road Tract, Project: Fulton 209"

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LYING EASTERLY OF HOHLER ROAD:

ALL THAT TRACT OR PARCEL OF LAND situate, lying and being in the Town of Bleecker, County of Fulton and State of New York, being that certain lot known as two-thirds part of Great Lot 43 of the Glen, Bleecker and Lansing Patent, bounded and described as follows:

BEGINNING at the southeast corner of said Great Lot 43 and thence running north 109 chains; thence running west 66 chains and 67 links to land formerly owned by John R. Bleecker, Jr.; thence running southerly along the line of said land formerly owned by John R. Bleecker, Jr. 99 chains and 66 links to the south line of said Great Lot 43; thence running south 81° 51' east 66 chains and 67 links to the place of beginning. Containing 700 acres of land, more or less.

BEING that premises conveyed by Frank D. Peters, Casper J. Peters and Christian G. Peters, comprising the co-partnership firm of F. D. Peters & Company, and Bertha L. Peters, wife of Frank Peters, Belle E. Peters, wife of Casper J. Peters, and Alice N. Peters, wife of Christian G. Peters, to F. D. Peters & Company, Inc. by deed dated January 1, 1932 and recorded in the Fulton County Clerk's Office January 11, 1932 in Book 206 of Deeds at page 489.

ALSO, ALL THAT TRACT OR PARCEL OF LAND situate, lying and being in the Town of Bleecker, County of Fulton and State of New York, known and distinguished as the

north one-half of Subdivision Lot Number 1 of Great Lot 43 of the Glen, Bleecker and Lansing Patent. Containing 57½ acres of land, more or less.

EXCEPTING a parcel of land containing 1 acre, more or less, described in a deed from Donald C. Scribner, as Treasurer of the County of Fulton to the County of Fulton dated December 11, 1962 and recorded in the Fulton County Clerk's Office December 11, 1962 in Book 472 of Deeds at page 600. (Said exception being further identified on the hereinafter described Compiled Map as Fulton County Real Property Tax Map Parcel 84.00-1-27, being a parcel of land conveyed by the County of Fulton to the Town of Caroga by deed dated April 21, 1972 and recorded in the Fulton County Clerk's Office also on April 21, 1972 in Book 517 of Deeds at Page 1096.)

EXCEPTING a parcel of land described in a deed from the County of Fulton to William G. Buck dated July 26, 2000 and recorded in the Fulton County Clerk's Office July 26, 2000 in Book 864 of Deeds at Page 242. (Said exception being further identified on the hereafter described Compiled Map as Fulton County Real Property Tax Map Parcel 84.00-1-25)

BEING a part of the same premises conveyed by Harold F. Mansfield and Marion Mansfield to F. D. Peters Co., Inc. by deed dated October 2, 1962 and recorded in the Fulton County Clerk's Office April 18, 1963 in Book 473 of Deeds at page 777.

BEING THE SAME PREMISES conveyed to Finch, Pruyn and Company, Incorporated by F. D. Peters Company, Inc. by deed dated June 21, 1966 and recorded in the Fulton County Clerk's Office on June 22, 1966 in Book 488 of Deeds at page 364.

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,115 as Project: Fulton 209 (Tax Map Parcel No. 84.00-1-5, as shown on said Compiled Map), for further reference.

SCHEDULE 2 CONTINUED

"Sacandaga Block - Town of Bleecker, Benson Road Tract, Project: Fulton 210B"

ALL THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LOCATED IN THE TOWN OF BLEECKER ONLY (said portion lying in Chase's Patent, being Lots 66, 78, 79 and portion of Lots 77, 80, 81, 82, 83, 84 & 93 and in Glen Bleecker and Lansing Patent, a portion of Sub Lot 9, Great Lot 10):

ALL THOSE PIECES, PARCELS OR TRACTS OF LAND situate, lying and being in the Towns of Mayfield and Bleeker, County of Fulton and State of New York, designated and described as follows:

1. **McLAUGHLIN PURCHASE (FIRST PARCEL).** **ALL THOSE TRACTS OR PARCELS OF LAND** situate, lying and being in the Towns of Mayfield and Bleeker, County of Fulton and State of New York, described as follows:

Glen, Bleeker and Lansing Patent - Subdivision Lots 1, 2, 3, 6, 7, 9 and 10 in Great Lot 5, containing about 700 acres; Subdivision Lot 8 in Great Lot 9, containing about 124 acres; and Subdivision Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 in Great Lot 10 containing about 968 acres.

Chase's Patent - Lot 66, containing about 100 acres; Lot 78, containing about 100 acres; Lot 79, containing about 97 acres; Lot 80, containing about 100 acres; Lot 81, containing about 100 acres; Lot 82, containing about 100 acres; Lot 83, containing about 100 acres; Lot 84, containing about 100 acres; Lot 93, containing about 90 acres, being all of said lot located in the Town of Mayfield; Lot 94, containing about 100 acres; Lot 95, containing about 100 acres; Lot 97, containing about 100 acres; Lot 98, containing about 100 acres; Lot 99, containing about 100 acres; Lot 100, containing about 90 acres, being all of said lot located in the Town of Mayfield; Lot 101, containing about 23 acres, being all of said lot located in the Town of Mayfield; Lot 109, containing about 80 acres, being all of said lot located in the Town of Mayfield; Lot 110, containing about 55 acres in the east part thereof, being all that remains of said lot after excepting 30 acres in the northwest corner thereof and 15 acres in the southwest corner thereof owned by the State of New York; Lot 111, containing about 110 acres; Lot 112, containing about 100 acres; Lot 113, containing about 100 acres; Lot 115, containing about 100 acres; and Lot 116, containing about 37 acres, being all of said lot located in the Town of Mayfield.

BEING a part of the same premises conveyed by Colley B. Court to Edwin D. McLaughlin and Beulah G. McLaughlin, his wife, doing business under the firm name and style of McLaughlin Forestry Company by deed dated December 8, 1952 and recorded in the Fulton County Clerk's Office December 19, 1952 in Book 376 of Deeds at Page 350.

2. **McLAUGHLIN PURCHASE (SECOND PARCEL).** Intentionally omitted.
3. **McLAUGHLIN PURCHASE (THIRD PARCEL).** Intentionally omitted.
4. **McLAUGHLIN PURCHASE (FOURTH PARCEL).** Intentionally omitted.
5. **McLAUGHLIN PURCHASE (FIFTH PARCEL).** Intentionally omitted.
6. **McLAUGHLIN PURCHASE (SIXTH PARCEL).** Intentionally omitted.
7. **McLAUGHLIN PURCHASE (SEVENTH PARCEL).** Intentionally omitted.

BEING A PORTION OF THE PREMISES conveyed to Finch, Pruyn and Company, Incorporated by McLaughlin Forestry Company, Inc. by deed dated June 21, 1966 and recorded in the Fulton County Clerk's Office on June 22, 1966 in Book 488 of Deeds at page 352.

8. **OLMSTEAD PURCHASE. ALL THAT TRACT, PIECE OR PARCEL OF LAND** lying and being in the Town of Bleecker, County of Fulton and State of New York, bounded and described as follows:

BEGINNING at a four inch (4") monument located at the northeast side of County Road 125 at the point where the northerly line of Lot 77 Chase's Patent intersects said road, and running thence N 79° 45' E along the north line of Lot 77 Chase's Patent 462.5 feet to the northeast corner of Lot 77 Chase's Patent; running thence S 11° 49' E along the easterly line of Lot 77 Chase's Patent 1245 feet to a point; running thence N 53° 06' W 1194 feet to the northeasterly side of County Road 125; running thence N 37° 04' E along the northeasterly side of County Road 125, 500 feet to the point and place of beginning.

The above described property is Lot 1 on Map of Lands of Ralph H. and Rolanda DiPasquale dated October 1981 filed in the Fulton County Clerk's Office on March 23, 1982 in Book 66 of Maps at Plate 20.

SUBJECT TO ADIRONDACK PARK AGENCY PERMIT

The lands conveyed are subject to Adirondack Park Agency Permit 84-57 issued May 23, 1984, the terms and conditions of which are binding upon the heirs, successors and assigns of the grantors and all subsequent grantees, which permit was recorded in the Fulton County Clerk's Office on May 29, 1984 in Book 1 of APA Permits at Page 730. (see Exhibit C, Schedule B, Item 4S(b) of aforesaid Correction/Confirmatory deed)

BEING a portion of the premises conveyed by Ralph H. DiPasquale to Mary J. Olmstead by Warranty Deed dated February 4, 1987 and recorded in the Fulton County Clerk's Office on February 4, 1987 in Book 598 of Deeds at Page 222.

BEING THE SAME PREMISES conveyed to Finch, Pruyn & Company, Incorporated by Mary J. Olmstead by deed dated December 1, 1988 and recorded in the Fulton County Clerk's Office on January 5, 1989 in Book 642 of Deeds at page 20.

9. **ALL THAT PIECE, PARCEL OR TRACT OF LAND** situate, lying and being in the Town of Bleecker, County of Fulton and State of new York, described as follows:

Chase's Patent - Lot 93, containing about 10 acres, being all of said Lot 93 located in the Town of Bleecker.

Intending to describe a portion of Fulton County Tax parcel 42.00-1-18 as shown on Fulton County Tax map dated March, 2008.

BEING a portion of the premises conveyed by Pruyn & Company, Incorporated f/k/a Finch, Pruyn & Company, Incorporated to The Nature Conservancy, Inc. by Quitclaim deed dated December 6, 2010 and recorded in the Fulton County Clerk's Office on December 6, 2010 in Instrument No. 2010 - 5172.

SUBJECT TO ADIRONDACK PARK AGENCY PERMIT

The lands conveyed are subject to Adirondack Park Agency Permit 2008-277 issued January 15, 2009, the terms and conditions of which are binding upon the heirs, successors and assigns of the grantors and all subsequent grantees, which permit was recorded in the Fulton County Clerk's Office on January 28, 2009 in Book 11 of APA Permits at Page 141. (see Exhibit C, Schedule B, Item 3S(b) and 4S(a) of aforesaid Correction/Confirmatory deed)

SUBJECT to a right of way known as Tyrell Road Extension - to Tyrell Road a private road reserved in the conveyance from The Nature Conservancy, Inc. to Upper Hudson Woodlands ATP, LP by deed dated March 27, 2009 and recorded in the Fulton County Clerk's Office on March 31, 2009 in Book 1121 of Deeds at Page 28. For a more complete description and map of said Tyrell Road Extension - to Tyrell Road ROW see Exhibit "B2" Reservations of Rights of Way in said deed.

SUBJECT to a right of way known as Tannery Road Extension a private road reserved in the conveyance from The Nature Conservancy, Inc. to Upper Hudson Woodlands ATP, LP by deed dated March 27, 2009 and recorded in the Fulton County Clerk's Office on March 31, 2009 in Book 1121 of Deeds at Page 28. For a more complete description and map of said Tannery Road Extension ROW see Exhibit "B2" Reservations of Rights of Way in said deed.

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,116 as Project: Fulton 210B (Tax Map Parcel Nos. 42.00-1-18 & 42.00-1-12.2, as shown on said Compiled Map), for further reference.

SCHEDULE 3

"Sacandaga Block - Town of Mayfield, Jackson Summit Road West Tract, Project: Fulton 211"

1. McLAUGHLIN PURCHASE (THIRD PARCEL). ALL THOSE TRACTS OR PARCELS OF LAND situate, lying and being in the Town of Mayfield, County of Fulton and State of New York, designated and described as follows:

ALL THAT TRACT OR PARCEL OF LAND situate, lying and being in the Town of Mayfield, County of Fulton and State of New York, known and described as Subdivision Lot Number 8 in Great Lot 12 of the Glen, Bleecker and Lansing Patent, bounded and described as follows:

BEGINNING at a large hemlock tree standing in the north line of said Great Lot 12, being at the northeast corner of said Subdivision Lot Number 8, and thence running from the said north line north 88 degrees west 37 chains to a stake, thence running south 2 degrees west 34 chains to the northwest corner of Subdivision Lot Number 5 of said Great Lot 12; thence running south 88 degrees east 37 chains to a stake; thence running north 2 degrees east 34 chains to the place of beginning. Containing 125.8 acres of land, more or less.

ALSO, ALL THAT TRACT OR PARCEL OF LAND situate, lying and being in the Town of Mayfield, County of Fulton and State of New York, described as follows: Being 25 acres of land in the northwest part of Subdivision Lot Number 7 in Great Lot 12 of the Glen, Bleecker and Lansing Patent.

ALSO, ALL THAT TRACT OR PARCEL OF LAND, situate, lying and being in the Town of Mayfield, County of Fulton and State of New York, being the same premises conveyed by Francis Bishop and Hester Bishop to Willard DeGolyer dated April 6, 1904 and recorded in the Fulton County Clerk's Office June 14, 1904 in Book 112 of Deeds at page 5, and therein described as follows: Known as and distinguished by being the west part of sub-division lot number seven (7) in Great Lot Number twelve (12) Glen, Bleecker and Lansing Patent, and is bounded as follows, viz:

BEGINNING at a stake on the north line of said lot one chain and fifty links west of the highway, and running thence along the same north eighty-eight degrees west thirty-one chains to large hemlock tree; thence south two degrees west thirty-four chains to the southwest corner, thence south eighty-eight degrees east twenty-eight chains to a stake; thence north ten degrees east thirty-four chains to the place of beginning. Containing one hundred and ten acres of land be the same more or less. What is intended to be conveyed by this deed is the undivided one fourth part of the above described premises being twenty-seven and one-half acres of land more or less. The said parcel has been by practical location between the owners of the said west part of subdivision 7 of Great Lot 12 set aside and segregated from the other parcel in the west side of Lot 7 so that the boundaries are as follows: Bounded on the east by the fifty-five acres east part of Lot 7 hereinbefore described and conveyed; bounded on the north by lands formerly owned by E. A. Anthony now owned by Osie Anthony, his wife; bounded on the west by the east line of Sub. 8 Great Lot 12 Glen, Bleecker and Lansing Patent; bounded on the south by premises conveyed by John A. Bellis and wife by deed recorded in Fulton County Clerk's Office in Book 112 of Deeds at page 4, which said parcel so conveyed by Bellis to Willard DeGolyer has hereinbefore been conveyed by Willard DeGolyer to one Warner. The north line of the Bellis parcel, which is the south line of the parcel herein described, is given in the deed from Bellis to DeGolyer as follows: Commencing at a point in the east line of subdivision 8 Great Lot 12 Glen, Bleecker & Lansing Patent ten (10) chains and seventy-three (73) links north from the northeast corner of lot 5 of Great Lot 12; running from said point in the east line of subdivision 8 easterly

twenty-eight (28) chains and forty-four (44) links; the parcel as actually set aside by practical partition between the several owners contains twenty-seven (27) acres of land be the same more or less.

BEING the same premises conveyed by Floyd DeGolyer to Edwin D. McLaughlin and Beulah G. McLaughlin, as co-partners doing business under the firm name and style of McLaughlin Forestry Company by deed dated August 7, 1951 and recorded in the Fulton County Clerk's Office November 13, 1951 in Book 363 of Deeds at page 441.

2. McLAUGHLIN PURCHASE (FOURTH PARCEL). ALL THOSE TRACTS OR PARCELS OF LAND situate, lying and being in the Town of Mayfield, County of Fulton and State of New York, designated and described as follows:

ALL THOSE TRACTS OR PARCELS OF LAND situate, lying and being in the Town of Mayfield, County of Fulton and State of New York, being in the Glen, Bleecker and Lansing Patent, designated and described as follows: Subdivision Lot Number 4 in Great Lot 12, containing 130 acres, more or less; Subdivision Lot Number 9 in Great Lot 12, containing 130 acres, more or less; Subdivision Lot Number 4 in Great Lot 16, containing 100 acres, more or less; Subdivision Lot Number 5 in Great Lot 16, containing 100 acres, more or less; the easterly portion of Subdivision Lot Number 2 in Great Lot 16, containing 50 acres of land, more or less; the easterly portion of Subdivision Lot Number 3 in Great Lot 16, containing 50 acres, more or less; and the easterly portion of Subdivision Lot Number 6 in Great Lot 16, containing 50 acres more or less. It being the express intent to convey hereby all of said Subdivision Lot Number 2, 3 and 6 in said Great Lot 16 lying in said Town of Mayfield.

ALSO, ALL THAT TRACT OR PARCEL OF LAND situate, lying and being in the Town of Mayfield, County of Fulton and State of New York, in the Glen, Bleecker and Lansing Patent, bounded and described as follows: Being a gore between Great Lots 12 and 16, bounded on the north by the south line of Great Lots 11 and 17; on the south by Wemple, on the east by the west line of Great lot 12, and on the west by the east line of Great Lot 16.

CONTAINING 60 acres of land, more or less.

BEING the same premises conveyed by Ellen D. Wood, as Executrix of the Last Will and Testament of Jeremiah Wood, deceased, to McLaughlin Forestry Company by deed dated October 9, 1951 and recorded in the Fulton County Clerk's Office November 13, 1951 in Book 363 of Deeds at page 445.

BEING A PORTION OF THE PREMISES conveyed to Finch, Pruyn and Company, Incorporated by McLaughlin Forestry Company, Inc. by deed dated June 21, 1966 and recorded in the Fulton County Clerk's Office on June 22, 1966 in Book 488 of Deeds at page 352.

3. GALLUP PURCHASE. ALL THOSE PIECES OR PARCELS OF LAND situate, lying and being in the Town of Mayfield, County of Fulton and State of New York, conveyed by Alwinnie Parker and Melvin Parker to Colleen L. Gallup by deed dated April 29, 1968 and

recorded in the Fulton County Clerk's Office on May 1, 1968 in Book 497 of Deeds at page 670, and therein described as follows:

ALL that tract or parcel of land situate in the Town of Mayfield, County of Fulton and State of New York, that undivided part of subdivision number two in Great Lot number eleven of Glen, Bleecker & Lansing Patent, containing one hundred and five acres of land more or less. What is intended to be conveyed by this deed is viz, the east half of said lot or fifty-five acres of said lot, reserving therefrom five acres from the southeast corner of said lot heretofore sold according to deed given by John F. Rosiel for Edward Ellis to Jacob Lair dated August 29, 1870.

ALSO all that other piece or parcel of land situate in the Town of Mayfield, Fulton County, New York and bounded and described as follows:

BEING the west half of Great Lot (11) subdivision number 2 Glen, Bleecker & Lansing Patent excepting therefrom twenty-five (25) acres of land on the west side of said subdivision heretofore conveyed by Jacob E. Brower and wife to John M. Deronda by deed dated December 17, 1883 and recorded in the Fulton County Clerk's Office on June 16, 1890 in Book 77 of Deeds at page 9. (Said 25 acre exception being further identified on the hereinafter described Compiled Map as Fulton County Real Property Tax Map Parcel 57.00-1-19, being a parcel of land conveyed by Gerald H. Richardson to Buck Knoll Game Club, Inc. by deed dated November 30, 2005 and recorded in the Fulton County Clerk's Office on December 5, 2005 in Book 1024 of Deeds at Page 28.)

BEING THE SAME PREMISES conveyed to Finch, Pruyn and Company, Incorporated by Colleen L. Gallup by deed dated July 5, 1968 and recorded in the Fulton County Clerk's Office on July 5, 1968 in Book 498 of Deeds at page 710.

4. **VAN AVERY PURCHASE.** **ALL THAT PARCEL OR TRACT OF LAND** situate, lying and being in the Town of Mayfield, County of Fulton and State of New York, being the western part of Subdivision Lot No. 7 in Great Lot No. 12 of the Glen, Bleecker and Lansing Patent, bounded and described as follows:

BOUNDED on the east by the road commonly known as the Tomantown Road and lands now or formerly of Floyd DeGolyer; on the north by lands now or formerly of Floyd DeGolyer; on the west by the line forming the east line of Subdivision Lot No. 8 and the west line of Subdivision Lot No. 7; on the south by lands now or formerly of Floyd DeGolyer, and containing approximately 26-28 acres of land more or less.

BEING the same premises conveyed by Harvey Hart to Henry Van Avery by deed dated February 22, 1958 and recorded in Fulton County Clerk's Office January 16, 1961 in Book 456 of Deeds at page 302.

BEING A PORTION OF THE PREMISES conveyed to Finch, Pruyn and Company, Incorporated by Henry M. Van Avery by deed dated November 18, 1968 and recorded in the Fulton County Clerk's Office on December 2, 1968 in Book 500 of Deeds at page 1077.

SUBJECT to a right-of-way over Subdivision Lot no's 7 and 8 of Great Lot 12 for all lawful purposes by vehicle and foot, granted from Finch, Pruyn & Company, Inc. to Harold Richardson by deed dated April 4, 1985 and recorded in the Fulton County Clerk's Office on November 5, 1987 in Book 615 of Deeds at Page 332. (see Exhibit C, Schedule B, Item 5S(a) of aforesaid Correction/Confirmatory deed)

EXCEPTING AND RESERVING all rights, title and interest of others in and to that portion of lands lying within the bounds of Tomantown Road.

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,117 as Project: Fulton 211 (Tax Map Parcel No. 57.00-1-13, as shown on said Compiled Map), for further reference.

SCHEDULE 3 CONTINUED

"Sacandaga Block - Town of Mayfield, Jackson Summit Road East Tract, Project: Fulton 212"

ALL THAT PARCEL OR TRACT OF LAND situate, lying and being in the Town of Mayfield, County of Fulton and State of New York, being the corner of Subdivision one (1) in Great Lot No. 11 of the Glen, Bleecker and Lansing Patent, bounded and described as follows:

On the west by the highway leading from Jackson Summit to Stony Creek (also known as Tomantown Road); on the north by lands formerly of Edward Wood, and later owned by Jeremiah Wood; (said adjoiner being further identified on the hereinafter described Compiled Map as Fulton County Real Property Tax Map Parcel 58.00-1-1, being a parcel of land conveyed by Robert C. Bleyl, et. al. to Thomas J. Bochenek by deed dated March 28, 2003 and recorded in the Fulton County Clerk's Office on April 9, 2003 in Book 938 of Deeds at Page 148) on the east by the east line of said subdivision No. 1; on the south by lands now or formerly belonging to Chester L. Berry, Charles Van Buren and William Berry. Containing 45 acres of land, be the same more or less.

BEING the same premises conveyed by Harvey Hart to Henry Van Avery by deed dated February 22, 1958 and recorded in the Fulton County Clerk's office January 16, 1961 in Book 456 of Deeds at page 306.

BEING A PORTION OF THE PREMISES conveyed to Finch, Pruyn and Company, Incorporated by Henry M. Van Avery by deed dated November 18, 1968 and recorded in the Fulton County Clerk's Office on December 2, 1968 in Book 500 of Deeds at page 1077.

SUBJECT to an easement granted from Earl & Ida Eschler to Upstate Telephone Corporation of New York by deed dated November 2, 1938 and recorded in the Fulton County Clerk's Office on November 12, 1938 in Book 229 of Deeds at Page 419. (see Exhibit C, Schedule B, Item 6S(a) of aforesaid Correction/Confirmatory deed)

EXCEPTING AND RESERVING all rights, title and interest of others in and to that portion of lands lying within the bounds of Tomantown Road.

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,118 as Project: Fulton 212 (Tax Map Parcel No. 58.00-1-2, as shown on said Compiled Map), for further reference.

SCHEDULE 3 CONTINUED

"Sacandaga Block - Town of Mayfield, Dennie Road Tract, Project: Fulton 213"

1. WARNER PURCHASE (FIRST DEED).

PARCEL NO. ONE. ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Mayfield, County of Fulton and State of New York, bounded and described as follows: Bounded on the west by the McCloud Patent line; on the north by lands now or formerly of Stuart Warner, on the east by lands now or formerly of Clarence Groff, and on the south by lands now or formerly of Stuart Warner; being the southern portion of Lot No. 11 in the McCloud Patent, containing twenty (20) acres of land, be the same more or less.

BEING the same premises conveyed by Carrie Tabor Gugenberger to Stuart Warner by deed dated January 30, 1961 and recorded January 30, 1961 in Book 456 at page 489.

PARCEL NO. TWO. ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Mayfield, County of Fulton and State of New York, described as follows: Viz, in a patent known as "McCloud Patent" and in a Lot Division thereof Lot No. Eleven (11) in said patent. The premises intended to be conveyed is the north undivided half of lot formerly conveyed by Samuel Gilbert to Betsey Tyrell of fifty (50) acres of land, which is a fourth part of Lot Number Eleven (11) in the McCloud Patent. The undivided half was conveyed by Betsey Tyrell to Gersham Tyrell, containing 25 acres of land be the same more or less.

ALSO that other piece of land, being the corner of Claus Patent, bounded on the south by land in possession of James Blowers; east and northeast by lands formerly owned by the Widow Tyrell and Sidney Ingraham, containing (20) twenty acres of land more or less.

ALSO all that other piece of land situate in Mayfield, aforesaid, in the McCloud Patent and bounded as follows: Viz; Beginning at the northwest corner of Norman Gifford's land, thence in a northwesterly direction, thirteen rods to the corner of a lot owned by Benjamin Tyrell; thence in a northeasterly direction along the line of said Benjamin Tyrell's lot 60 rods to the southwest corner of R. C. Gilbert's land; thence in a southeast direction along the lands of R. C. Gilbert 10 rods to a stone wall; thence in a southwesterly direction along said stone wall 20 rods; thence 40 rods to the place of beginning.

BEING the same premises conveyed by Hattie Betler and Clifton Betler to Stuart Warner and Neva Dann by deed dated August 9, 1957 and recorded August 22, 1957 in Book 427 at page 503 and also the same premises conveyed by Carol F. Schermerhorn, Committee of the Person and Estate of Neva Dann to Stuart Warner by deed dated January 3, 1961 and recorded June 30, 1961 in Book 460 at page 92.

BEING THE SAME PREMISES conveyed to Finch, Pruyn and Company, Inc. by Stuart Warner by deed dated October 18, 1967 and recorded in the Fulton County Clerk's Office on October 24, 1967 in Book 495 of Deeds at page 431.

2. WARNER AND MUSHAW PURCHASE (SECOND DEED). ALL THAT TRACT OR PARCEL OF LAND, situated in the Town of Mayfield, County of Fulton and State of New York, bounded and described as follows:

Bounded on the East by lands now or formerly of the estate of John McNab and now or formerly occupied by one Collis Reynold; bounded on the south by lands now or formerly of Richard Tyrrell and also by lands now or formerly of Elias Tyrrell; on the west by lands now or formerly owned by Andrew M. Hollenbeck (also known as Brownie Mortemier) formerly owned by William Brownell; bounded on the north by lands of The People of the State of New York, containing one hundred and fifty acres (150) more or less.

BEING the same premises conveyed by Benedict Jack Close to Stewart Warner by deed dated July 1, 1955 and recorded July 5, 1955 in Book 405 at page 89 and also the same premises described in a deed from John B. Kambeitz to Stuart Warner, also known as Stewart Warner by deed dated May 14, 1963 and recorded June 5, 1963 in Book 474 at page 391 and also the same premises described in a deed from John B. Kambeitz to Anthony S. Mushaw by deed dated May 14, 1963 and recorded June 5, 1963 in Book 474 at page 395.

BEING THE SAME PREMISES conveyed to Finch, Pruyn and Company, Inc. by Stuart Warner and Anthony S. Mushaw by deed dated October 18, 1967 and recorded in the Fulton County Clerk's Office on October 24, 1967 in Book 495 of Deeds at page 433.

SUBJECT to an easement granted from Levi Warner to Broadalbin Electric Light and Power Company by deed dated May 24, 1912 and recorded in the Fulton County Clerk's Office on August 5, 1912 in Book 136 of Deeds at Page 39. (see Exhibit C. Schedule B. Item 7S(a) of aforesaid Correction/Confirmatory deed)

3. **WARNER AND RAMSDELL PURCHASE (THIRD DEED).**

PARCEL NO. ONE. ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate in the Town of Mayfield, County of Fulton and State of New York. Claus (Daniel) Patent. Lot 27, twenty-five (25) acres more or less, bounded North and East by lands of Chester Witherhead, South by lands of James and Benjamin Ferguson, and West by Patent Line.

BEING the same premises conveyed by Paul Van Nostrand and Beverly Van Nostrand, his wife to Stuart Warner and John Ramsdell by deed dated January 29, 1963 and recorded February 8, 1963 in Book 473 at page 50.

SECOND PARCEL. ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Mayfield, County of Fulton and State of New York, and is bounded and described as follows: being part of Lot No. 27 Claus Patent, beginning at the northeast corner at a pile of stone, thence south 25 degrees, West 22 chains 56 links to a beech tree, thence North 89 degrees, West 11 chains and 28 links to a pile of stone and a stake; thence north 28 degrees, East 22 chains 56 links to a beech tree, thence south 89 degrees, East 11 chains 28 links to place of beginning, containing 25 acres of land be the same more or less, being known as part of the Peter Wells Lot.

BEING THE SAME PREMISES conveyed by Raymond Van Nostrand, Chauncey Van Nostrand and Luella Van Nostrand to Stuart Warner and John A. Ramsdell by deed dated January 8, 1962 and recorded August 7, 1962 in Book 470 at page 121.

THIRD PARCEL. ALL THAT PIECE OR TRACT OF LAND, situate lying and being in the Town of Mayfield, N.Y. and known as the Peter Wells Place and being part of Lots No. 27 and 28 in Claus Patent and bounded and described as follows: Beginning at a beech tree, marked 26 and 27, on the West Patent Line, at the southwest corner of Lot No. 27, running thence northerly 23 degrees east 56 chains to a birch tree; thence north 30 degrees west 16 chains and 90 links to the north line of Lot No. 28 in said Patent; thence along said north line south 88 degrees east 36 chains and 65 links to the northeast corner of said lot; thence south 2 degrees, west 67 chains and 50 links (68 chains and 50 links L.33 Pg.68) to the northeast corner of Lot No. 26; thence along the north line of said Lot No. 26, south 89 degrees west, 53 chains and 50 links (53 chains and 60 links L.33 Pg.68) to the place and point of beginning. Being part of the premises described in a deed from Minnie A. Witherhead and Alfred Allen to Merl Haines, which deed is dated January 20, 1915 and recorded in the Fulton County Clerk's Office February 1, 1915, in Book of Deeds 141 at page 460. (For clarification purposes only: This parcel is described in Liber 33 Page 68. Parcel one and parcel two described above are located within this third parcel description.)

In a tax deed given by E. C. Wells as Fulton County Treasurer to Merl Haines, dated December 26, 1936, and recorded in the Fulton County Clerk's Office on the 27th day of January, 1938, in Book of Deeds No. 125, at page 508. Wherein said premises hereinbefore described are in said deed briefly described as follows: The following tract, piece or parcel of land, situated in the County of Fulton, viz: Wood lot in Claus's Patent; bounded north and west by Feldspar

Corporation, East by Alfred Johnson, South by Wesley Ferguson, containing 250 acres more or less.

BEING the same premises conveyed by Howard W. Smith and M. Vera Smith, his wife to Stuart Warner by deed dated August 16, 1957 and recorded August 20, 1957 in Book 427 at page 477 and also the same premises described in a deed from Stuart Warner to John A. Ramsdell by deed dated February 13, 1958 and recorded February 21, 1958 in Book 431 at page 309.

BEING THE SAME PREMISES conveyed to Finch, Pruyn and Company, Inc. by Stuart Warner and John Ramsdell aka John A. Ramsdell by deed dated October 18, 1967 and recorded in the Fulton County Clerk's Office on October 24, 1967 in Book 495 of Deeds at page 437.

ALSO AS TO THIRD PARCEL OF WARNER AND RAMSDELL PURCHASE
(THIRD DEED)

BEING THE SAME PREMISES conveyed by quit claim deed to Finch, Pruyn and Company, Inc. by Florence K. McKinlay dated October 17, 1967 and recorded in the Fulton County Clerk's Office on October 24, 1967 in Book 495 of Deeds at page 440.

Lots 27 & 28 Claus Patent are subject to a right-of-way and easement, for the purpose of ingress and egress, by vehicle and on foot, granted from Finch, Pruyn & Company, Inc. to Gerald H. Richardson, by deed dated August 30, 1982 and recorded in the Fulton County Clerk's Office on September 21, 1982 in Book 572 of Deeds at Page 223. (see Exhibit C, Schedule B, Item 8S(a) of aforesaid Correction/Confirmatory deed)

SUBJECT to an easement granted from Benjamin Ferguson and his sons James W. Ferguson and Westley N. Ferguson to Broadalbin Electric Light and Power Company by deed dated August 22, 1911 and recorded in the Fulton County Clerk's Office on October 19, 1911 in Book 130 of Deeds at Page 518. (see Exhibit C, Schedule B, Item 8S(b) of aforesaid Correction/Confirmatory deed)

ALSO SUBJECT to an assignment of easement granted from Broadalbin Electric Light and Power Company to New York Power and Light Corporation by deed dated June 27, 1934 and recorded in the Fulton County Clerk's Office on July 17, 1934 in Book 216 of Deeds at Page 117. (see Exhibit C, Schedule B, Item 8S(c) of aforesaid Correction/Confirmatory deed)

EXCEPTING AND RESERVING all rights, title and interest of others in and to that portion of lands lying within the bounds of Dennie Road.

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,118 as Project: Fulton 213 (Tax Map Parcel No. 58.00-1-8 and Tax Map Parcel No. 73.00-1-18, as shown on said Compiled Map), for further reference.

SCHEDULE 3 CONTINUED**"Sacandaga Block - Town of Mayfield, Ferguson Mountain Tract, Project: Fulton 214"**

1. **ZIMMERMAN PURCHASE (FIRST DEED).** ALL THAT PIECE, PARCEL OR TRACT OF LAND situate, lying and being in the Town of Mayfield, County of Fulton and State of New York, and known as Subdivision Five (5) in Great Lot Fifteen (15) of the Glen, Bleecker and Lansing Patent, containing one hundred and ten (110) acres of land, more or less.

BEING the same premises conveyed by Marion O. Kilgore to Raymond E. Zimmerman by deed dated June 25, 1956 and recorded in the Fulton County Clerk's Office June 27, 1956 in Book 416 at Page 115.

BEING THE SAME PREMISES conveyed to Finch, Pruyn and Company, Incorporated by Raymond Zimmerman by deed dated August 24, 1967 and recorded in the Fulton County Clerk's Office on August 24, 1967 in book 494 of Deeds at page 505.

2. **ZIMMERMAN AND BAIRD PURCHASE (SECOND DEED).** ALL THAT PIECE, PARCEL OR TRACT OF LAND situate, lying and being in the Town of Mayfield, County of Fulton and State of New York, known and described as follows: Being Subdivision Eight (8) at Great Lot Fifteen (15) in the Glen, Bleecker and Lansing Patent, containing one hundred and forty (140) acres of land, more or less.

BEING the same premises conveyed by John Wemple to Raymond Zimmerman and John Baird by deed dated January 16, 1957 and recorded in the Fulton County Clerk's Office January 18, 1957 in Book 422 of Deeds at page 183.

ALSO, ALL THAT PIECE, PARCEL OR TRACT OF LAND situate, lying and being in the Town of Mayfield, County of Fulton and State of New York, viz: Glen, Bleecker and Lansing Patent. Lot Fifteen (15) thirty and three-fourths (30 3/4) acres, more or less, being all that remains of sixty-two (62) acres, more or less, east part of sub-division Four (4) of said lot lying in the Town of Mayfield bounded west by land of L. Bishop, after excepting therefrom eleven (11) acres northeast corner of the south one-half (1/2) eight (8) chains and eighty (80) links wide, north and south and twelve (12) chains and fifty (50) links long east and west, and twenty and one-quarter (20 1/4) acres, more or less, southeast corner thereof, sixteen (16) chains and

twenty (20) links long north and south and twelve and one-half (12 ½) chains wide, east and west. (Said two exceptions combined being further identified on the hereinafter described Compiled Map as Fulton County Real Property Tax Map Parcel 72.00-1-23, being two (2) parcels of land conveyed by Gerald H. Richardson and Harold C. Richardson to Jackson Summit Hunting Club, Inc. by deed dated October 22, 1998 and recorded in the Fulton County Clerk's Office on April 12, 1999 in Book 829 of Deeds at Page 68.)

BEING the same premises conveyed by Harold B. Thompson and Grace L. Thompson to Raymond Zimmerman and John Baird by deed dated October 18, 1956 and recorded in the Fulton County Clerk's Office.

BEING THE SAME PREMISES conveyed to Finch, Pruyn and Company, Incorporated by Raymond Zimmerman and John Baird by deed dated August 24, 1967 and recorded in the Fulton County Clerk's Office on August 24, 1967 in Book 494 of Deeds at page 507.

3. MERCER PURCHASE. ALL THAT PIECE, PARCEL OR TRACT OF LAND situate, lying and being in the Town of Mayfield, County of Fulton and State of New York, and known as part of Great Lot #15, Subdivision Lot #6 of the Glen, Bleecker and Lansing Patent, containing sixty-three acres of land, more or less.

BEING the same premises conveyed by Robert Yorks to Winifred Mercer by deed dated September 23, 1964 and recorded in the Fulton County Clerk's office.

BEING THE SAME PREMISES conveyed to Finch, Pruyn and Company, Incorporated by Winifred Mercer by deed dated August 24, 1967 and recorded in the Fulton County Clerk's Office on August 24, 1967 in Book 494 of Deeds at page 509.

TOGETHER WITH a right of way and easement for any and all purposes over, across and upon the existing road crossing a 52 acre parcel of land first described in a deed from Alexander Edward Hitrick to Harry M. Williams dated May 4, 1953 and recorded in the Fulton County Clerk's Office on June 22, 1953 in Book 381 of Deeds at page 599, which said existing road is located in the Town of Mayfield, Fulton County, New York, in the west half of Subdivision Lot #12, in the Subdivision of Great Lot #13 and in the Glen, Bleecker and Lansing Patent between the town road running northerly from Jackson Summit Road, so-called, and a 62 acre parcel of land conveyed by Winifred Mercer to Finch, Pruyn and Company, Incorporated by deed dated August 24, 1967 and recorded in the Fulton County Clerk's Office.

The party of the second part shall also have the right to use land located within 25 feet on either side of the center line of the right of way and easement herein granted to it by the party of the first part in connection with the general use and enjoyment of it of said right of way and easement, but the party of the second part shall not be obligated to improve or maintain said right of way and easement.

BEING A DEEDED RIGHT OF WAY to Finch, Pruyn and Company, Incorporated by Harry M. Williams by deed dated August 24, 1967 and recorded in the Fulton County Clerk's Office on August 24, 1967 in Book 494 of Deeds at page 515.

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,119 as Project: Fulton 214 (Tax Map Parcel No. 72.00-1-21, as shown on said Compiled Map), for further reference.

SARATOGA COUNTY - Conservation Easement

ALL THOSE CERTAIN PIECES OR PARCELS OF LAND with the buildings and improvements thereon erected, lying and being a portion of the property located in the Towns of Day, Edinburg, Providence and Greenfield, County of Saratoga and State of New York, being more particularly described on Schedule 1, Town of Day, "Sacandaga Tract", Project: Saratoga 62; Schedule 2, Town of Edinburg, "Gordons Creek Tract", Project: Saratoga 63 and "Johnny Cake Lake Tract", Project: Saratoga 64; Schedule 3, Town of Greenfield, "Lake Desolation Road Tract", Project: Saratoga 68; and Schedule 4, Towns of Edinburg and Providence, "Town Line Tract", Project: Saratoga 66B attached hereto and made a part hereof.

Said lands in Schedules 1, 2, 3 and 4 are further depicted on maps prepared by McIntosh & McIntosh, P.C. entitled "Compiled Map Showing Sketch of a Conservation Easement to be Acquired Pursuant to Section 3-0305 of the Environmental Conservation Law" or entitled "Compiled Map Showing a Sketch of a Proposed Fee Parcel and a Conservation Easement to be Acquired Pursuant to Section 3-0305 of the Environmental Conservation Law" or entitled "Compiled Map Showing Sketch of Two Conservation Easements to be Acquired Pursuant to Section 3-0305 of the Environmental Conservation Law", dated December 14, 2010 and Designated as follows (individually, the "Compiled Map" and collectively, the "Compiled Maps"):

- Schedule 1. Vendor – Upper Hudson Woodlands ATP, LP, Project: Saratoga 62. Map No. 12,130
- Schedule 2. Vendor – Upper Hudson Woodlands ATP, LP, Project: Saratoga 63. Map No. 12,131 and Project: Saratoga 64, Map No. 12,131
- Schedule 3. Vendor – Upper Hudson Woodlands ATP, LP, Project: Saratoga 68 Map No. 12,134
- Schedule 4. Vendor – Upper Hudson Woodlands ATP, LP, Project: Saratoga 66B, Map No. 12,137

All Compiled Maps being dated December 14, 2010 and filed as Department of Environmental Conservation Maps in the New York State Department of Environmental Conservation, Bureau of Real Property Office at 625 Broadway, Albany, NY, said Compiled Maps being also filed in the Saratoga County Clerk's Office immediately prior hereto and of even date herewith.

TOGETHER with the rights of the grantor in and to those portions of the premises described herein which lie within the bounds of all public roads or highways. With respect to the description of parcels herein that are adjacent to public roadways; unless otherwise specifically described to the contrary, it is Grantor's intention to convey all right title and interest, if any, in and to the lands to the centerline of the roadway.

TOGETHER with the appurtenances, and all the estate and rights of the grantor in and to said premises.

SUBJECT to the rights of the public in and to those portions of the premises described herein which lie within the bounds of all public roads or highways and also subject to all easements, rights-of-way, covenants and restrictions of record.

SUBJECT to exceptions set forth herein and also listed in Exhibit C, Schedule B as noted in the Correction/Confirmatory deed conveyed by The Nature Conservancy, Inc. to Upper Hudson Woodlands ATP, LP referenced below. (See corresponding Exhibit C, Schedule B references following exceptions in the description below)

BEING A PORTION OF THE PREMISES conveyed by Finch, Pruyn & Company, Incorporated to Adirondack Woodlands LLC by deed dated June 18, 2007 and recorded in the Saratoga County Clerk's Office on June 25, 2007 as Instrument No. 2007024516.

AND BEING A PORTION OF THE PREMISES conveyed by Adirondack Woodlands LLC by deed to The Nature Conservancy, Inc. by deed dated October 1, 2007 and recorded in the Saratoga County Clerk's Office on October 4, 2007 as Instrument No. 2007038438.

AND BEING THE SAME PREMISES LOCATED IN SARATOGA COUNTY conveyed by The Nature Conservancy, Inc. to Upper Hudson Woodlands ATP, LP by deed dated March 27, 2009, and recorded in the Saratoga County Clerk's Office on March 31, 2009 as Instrument No. 2009010213, and by Correction/Confirmatory Deed recorded in the aforesaid County Clerk's Office prior to and of even date herewith.

AND BEING A PORTION OF THE PREMISES conveyed by Pruyn & Company, Incorporated f/k/a Finch, Pruyn & Company, Incorporated to The Nature Conservancy, Inc. by Quitclaim deed dated December 6, 2010 and recorded in the Saratoga County Clerk's Office on December 6, 2010 in Instrument No. 2010040052.

SCHEDULE 1

"Lake George Block - Town of Day, Sacandaga Tract, Project: Saratoga 62"

ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND, situate, lying and being in the Town of Day, County of Saratoga and State of New York, described as follows:

PARCEL I

ALL THAT PIECE, PARCEL OR TRACT OF LAND situate, lying and being in the Town of Day, County of Saratoga and State of New York being a part of Subdivision Lot 2 of Lot No. 46 of Great Lot IV of Palmer's Purchase, River Division, said Lot 46 adjoining the Glen and Yates Patent, bounded and described as follows: **BEGINNING** at a birch tree marked 2, being the southeasterly corner of Lot 3, and running thence south 59° 40' west 21 chains and 50

links to a stake and stones; running thence south 30° 40' east 25 chains to a hemlock stake and stones; running thence north 59° 40' east 21 chains and 50 links to a stake and stones; and running thence north 30° 20' west 25 chains to the point or place of beginning. Containing 50 acres of land, more or less.

PARCEL II

ALL THAT PIECE, PARCEL OR TRACT OF LAND situate, lying and being in the Town of Day, County of Saratoga and State of New York, being Subdivision Lots 15 and 16 in Lots 47 and 48 of Great Lot IV of Palmer's Purchase, River Division, said Lots 47 and 48 also being known as the Leggett Tract, bounded and described as follows: Bounded on the south by Lots 1, 2, 3 and 4; on the east by Lot 6; on the north by Lots 14 and 17; and on the west by the west line of the said Leggett Tract.

EXCEPTING all of said lands located in said Subdivision Lot 15 lying easterly of the following described line, to wit: **BEGINNING** at a point where the westerly side of the Min Allen Road, so-called, intersects the northerly line of Subdivision Lot 15 in Lots 47 and 48 of Great Lot IV of Palmer's Purchase, River Division, and running thence southeasterly along the westerly side of said Min Allen Road to a point marked by a maple tree, said point being south 84° 30' east 3.42 chains, more or less, from the intersection of the center lines of the said Min Allen Road and the Allentown Brook; and running thence south 6° 30' east 7.93 chains, more or less, to a point on the southerly line of said Subdivision Lot 15, said point being north 68° east 17.75 chains, more or less, measured along the southerly line of said Subdivision Lot 15 from the southwesterly corner of said Subdivision Lot 15 which is marked by a sixteen inch pine tree.

PARCEL III

ALL THAT PIECE, PARCEL OR TRACT OF LAND situate, lying and being in the Town of Day, County of Saratoga and State of New York, being a part of Lot 46 of Great Lot IV of Palmer's Purchase, River Division, and a part of Lot 50 of the Glen and Yates Patent, lying northerly of the following described line, to wit: **BEGINNING** at a hemlock stake, said stake being located north 19° west a distance of 2,294 feet, more or less, measured along the easterly line of "PARCEL No. 8" in a deed from Howard Denton, Kathleen Denton, Mary B. Denton and Elizabeth D. Taylor to Victor Brownell and Elizabeth Brownell dated August 24, 1962 and recorded in the Saratoga County Clerk's Office August 31, 1962 in Book 726 of Deeds at page 281 and the westerly boundary line of lands now or formerly owned by Cooley, from a yellow stake set in ground on the northerly side of new Conklingville-Edinburg Highway, at a point north 54° east 1.17 chains from an iron pipe set in a concrete post marking the easterly end of a curve in the northerly boundary line of lands of the Hudson River Regulating District, which said concrete post is shown as "Point No. 270N" on Map Number 4 on the map of the Hudson River Regulating District on file at the Saratoga County Clerk's Office, and running thence south 81° 30' west 3.94 chains, more or less, to a point; running thence south 50° west 2.55 chains, more or less, to a point; running thence south 72° 30' west 6.44 chains, more or less, to a point; running thence south 42° west 5.17 chains, more or less, to a point; running thence south 15° west 4.00 chains, more or less, to a point; running thence north 89° west 2.14 chains, more or less, to a

point; running thence north 69° west 3.57 chains, more or less, to a point; running thence north 45° 30' west 8.00 chains, more or less, to a point; running thence north 65° west 4.37 chains, more or less, to a point; running thence south 56° west 9.07 chains, more or less, to a point; running thence south 75° 30' west 7.02 chains, more or less, to a point; running thence north 88° west 4.00 chains, more or less, to a point on the westerly line of Lot 50 of said Glen and Yates Patent marked by a stake and stones, said stake and stones being located south 36° west 1.66 chains, more or less, from the southeasterly corner of a camp building now located on said Lot 50 of the Glen and Yates Patent.

PARCEL IV

ALL THAT PIECE, PARCEL OR TRACT OF LAND situate, lying and being in the Town of Day, County of Saratoga and State of New York, being a part of Lot 46 of Great Lot IV of Palmer's Purchase, River Division, described as follows: Bounded on the north by lands previously owned by James Bloss, recently occupied by Lewis Gray; on the south and west by lands formerly occupied by Mary Lawrence, or more especially known as the Widow Wait Lot, or Lot 48 in the Glen and Yates Patent; and on the east by lands formerly owned by the heirs of Eliphaz Day, deceased, and also by lands now occupied by Franklin Mosher, supposed to contain 100 acres of land, more or less. **BEING** a parcel of land described as "PARCEL NO. 4" in a deed from Howard Denton, Kathleen Denton, Mary B. Denton and Elizabeth D. Taylor to Victor Brownell and Elizabeth Brownell dated August 24, 1962 and recorded in the Saratoga County Clerk's Office August 31, 1962 in Book 726 of Deeds at page 281, and all land lying southerly of a certain described line in a boundary line agreement between Jennie E. Johnson, Individually and as Executrix of the Last Will and Testament of Rollin L. Johnson, and Victor Brownell and Elizabeth Brownell dated January 23, 1968 and recorded in the Saratoga County Clerk's Office at Liber 823, Page 324. **INTENDING** to convey a parcel of land in said Lot 46 of Great Lot IV of Palmer's Purchase, River Division, bounded and described as follows: On the north by lands of Jennie E. Johnson and a line beginning at a twelve inch hemlock tree blazed for a corner on the easterly line of Lot 46 of Great Lot IV of Palmer's Purchase, River Division, in the Town of Day, County of Saratoga and State of New York, which said twelve inch hemlock tree is located at a distance of 650 feet, on a course north 24° 30' west (Magnetic Direction 1967) from a fir stake set in a stone pile marking the southwest corner of Subdivision Lot No. 17 of Lots 47 and 48 of Great Lot IV of Palmer's Purchase, River Division, known as the Leggett Tract, and running thence south 67° west (Magnetic Direction 1967) along a line of blazed trees to the west line of said Lot 46 and the easterly line of the Glen and Yates Patent; on the east by the east line of said Lot 46 and the west line of Lots 47 and 48 of Great Lot IV of Palmer's Purchase, River Division, known as the Leggett Tract; on the south by the northerly lines of "PARCEL I" and that part of "PARCEL III" described herein which lies in said Lot 46; and on the west by the westerly line of said Lot 46 and the easterly line of the Glen and Yates Patent.

PARCEL V

ALL THAT PIECE, PARCEL OR TRACT OF LAND situate, lying and being in the Town of Day, County of Saratoga and State of New York, being a part of Lot 48 of the Glen and Yates Patent, bounded and described as follows: **BEGINNING** at a point north 60° east 28 chains from the southwesterly corner of Lot 47 of the Glen and Yates Patent, and running thence north 60° east 31 chains to the easterly line of the Glen and Yates Patent; running thence south 30 degrees east 33 chains and 33 links to a corner; running thence south 60° west 31 chains and 50 links to a point; and running thence north 30° west 33 chains and 33 links to the point or place of beginning. Containing 105 acres of land more or less.

PARCEL VI

ALL THAT PIECE, PARCEL OR TRACT OF LAND situate, lying and being in the Town of Day, County of Saratoga and State of New York, bounded and described as follows: **BEGINNING** at a point on the northerly side of the new Conklingville-Edinburg Highway at the southeasterly corner of a fifty foot right-of-way known as the "Brownell Private Road", said point being fifty feet, more or less, from the southeast corner of a triangular parcel of land conveyed by Victor Brownell and Elizabeth Brownell to James E. Reutter and Shirley R. Reutter by deed dated August 8, 1964 and recorded in the Saratoga County Clerk's Office April 17, 1967 in Book 806 of Deeds at page 25, and running thence north 40° 35' east 84.48 feet, more or less, along the easterly side of said fifty foot right of way to a corner; running thence south 71° 26' east 30.5 feet, more or less, to a corner on the northerly side of said new Conklingville-Edinburg Highway which is the southwesterly corner of a parcel of land conveyed by Victor Brownell and Elizabeth Brownell to Edward Bock and Hilda Bock by deed dated October 28, 1965 and recorded in the Saratoga County Clerk's Office November 3, 1965 in Book 780 of Deeds at page 442; and running thence westerly along the northerly side of said new Conklingville-Edinburg Highway 100 feet, more or less, to the point or place of beginning.

TOGETHER with a right-of-way and easement fifty feet in width to be used by the party of the second part herein (Finch, Pruyn and Company, Inc.), its successors and assigns, and the lessees and licensees of the party of the second part, for any and all purposes, over, across and upon an existing road, known as the "Brownell Private Road" located in Lots 49 and 50 of the Glen and Yates Patent, and running northerly from the new Conklingville-Edinburg Highway to the southwesterly corner of "PARCEL III" described herein, said corner being marked by a stake and stones set in the westerly line of Lot 50 of the Glen and Yates Patent. The center point of the beginning of said right-of-way being twenty-five feet, more or less, easterly, from the southeasterly corner of a triangular parcel of land conveyed by Victor Brownell and Elizabeth Brownell to James E. Reutter and Shirley T. Reutter by deed dated August 8, 1964 and recorded in the Saratoga County Clerk's Office April 17, 1967 in Book 806 of Deeds at page 25, and twenty-five feet, more or less, westerly from the southwesterly corner of "PARCEL VI" described herein. The party of the second part (Finch, Pruyn and Company, Inc) shall have the right to use the land located within twenty-five feet on either side of the center line of said existing road and right-of-way in connection with the general use and enjoyment of said right-of-

way and easement, but the party of the second part (Finch, Pruyn and Company, Inc) shall not be obligated to improve, maintain or repair any part or parts of said right-of-way.

BEING THE SAME PREMISES conveyed to Finch, Pruyn and Company, Incorporated from Victor Brownell and Elizabeth Brownell by deed dated January 24, 1968 and recorded in the Saratoga County Clerk's Office on January 24, 1968 in Book 823 of Deeds at page 328.

ALSO 2000 TAX SALE DEED. ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate in the Town of Day, County of Saratoga, and State of New York, consisting of lands identified on the 1996 tax maps as 32-1-8 such property having been formerly owned by Williams Otto and described as Williams Otto Line #721 Map #32-1-8. (For clarification purposes only: This tax map parcel no longer appears on the Saratoga County Real Property Tax Map 32.00. In 2000 it was incorporated by Saratoga County Tax Map Personnel into Tax Map Parcel 32.00-1-15. Within that tax map parcel it can further be identified as being the southerly portion of Parcel 1 as described in Book 823 of Deeds at Page 328 and shown in light dashed lines on the compiled map.)

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,130 as Project: Saratoga 62 (Tax Map Parcel Nos. 32.00-1-15 and 43.06-2-24, as shown on said Compiled Map), for further reference.

SCHEDULE 2

"Sacandaga Block - Town of Edinburg, Gordons Creek Tract, Project: Saratoga 63"

ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND situate lying and being in the Town of Edinburg, County of Saratoga and State of New York, bounded and described as follows:

- I) All that tract, piece or parcel of land situate in the Town of Edinburg, County of Saratoga and State of New York and further described as being Lot No. 78 of the John Glen and 44 Others Patent, containing 250 acres, more or less.
- II) All that tract, piece or parcel of land situate in the Town of Edinburg, County of Saratoga and State of New York and further described as being Lot No. 79 of the John Glen and 44 Others Patent, containing 250 acres, more or less.

EXCEPTING AND RESERVING from the above described premises a fifty (50) foot strip measured from the high water mark of that portion of "Johnny Cake Lake" that lies in said Lot 79, containing approximately 1 acre, more or less.

BEING A PORTION OF THE PREMISES conveyed to Finch, Pruyn and Company, Incorporated from Erwin Conklin by deed dated September 30, 1968 and recorded in the Saratoga County Clerk's Office on October 2, 1968 in Book 839 of Deeds at page 290.

SUBJECT TO a fifty foot wide right of way for any and all purposes conveyed by Finch, Pruyn and Company, Incorporated to Mettowee Lumber Company, Inc., its successors and or assigns by deed dated September 30, 1968 and recorded in the Saratoga County Clerk's Office on October 5, 1968 in Book 840 of Deeds at page 29, (see Exhibit C, Schedule B, Item 11S(a) of aforesaid Correction/Confirmatory deed).

ALSO ALL THAT TRACT OR PARCEL OF LAND BOUNDED AS FOLLOWS: That portion of Lot 110, John Glen and 44 Others Patent owned by IP Timberlands Operating Company, Ltd. ("IPTO").

ALSO, a portion of Lots 76 and 77, John Glen and 44 Others Patent described as follows: Beginning in the southwest corner in Lot 77 running thence in a northeasterly direction to the north line of Lot 76, thence west along said lot line to the northwest corner of Lot 76, thence southerly along the west lines of Lots 76 and 77 to the place of beginning.

Said Parcel is located in the Town of Edinburg, Saratoga County, N.Y. Said Parcel is a portion of a premises conveyed by Union Fork and Hoe Company to International Paper in two deeds, one dated November 4, 1974 and recorded in the Saratoga County Clerk's Office in Liber 944 of Deeds at Page 184 and the other dated January 3, 1975 and recorded in Liber 947 of Deeds at Page 684.

A MORE MODERN DESCRIPTION IS AS FOLLOWS:

THAT TRACT OR PARCEL OF LAND SITUATE, lying and being in the Town of Edinburg, County of Saratoga and State of New York, more particularly bounded and described as follows: **BEGINNING** at an iron pipe in stones, said pipe marks the northeast corner of lands of Edwards as described in Book 1051 of Deeds at Page 1143; said pipe also marks the southwest corner of lands of Deming as described in Book 932 of Deeds at Page 458; running thence from said point of beginning South 79 degrees 44 minutes 00 seconds East, along the southerly bounds of lands of Deming (Book 932 Page 458), a distance of 799.34 feet to a point; running thence along the boundary of lands of McKevitt (Book 910 Page 1010) the following two courses and distances: 1) South 10 degrees 16 minutes 00 seconds West, 1342.00 feet, 2) North 79 degrees 19 minutes 07 seconds East, 2,676.83 feet to a set iron rod in stones for a corner; running thence along the westerly bounds of lands of I. P. Timberlands Operating Company, Ltd., South 28 degrees 02 minutes 25 seconds West, a distance of 5,325.93 feet to a set iron rod in stones; running thence South 71 degrees 12 minutes 45 seconds West, along the northerly bounds of lands of Finch, Pruyn and Co. (Book 22 Page 155), a distance of 1,000.00

feet to a point marked by a 14" blazed beech tree; running thence North 10 degrees 16 minutes 00 seconds east, 2,214.66 feet to an iron pipe; running thence southwesterly along the centerline of a creek, as it twists and turns, which forms the northerly bounds of lands of Black Swamp Club (Book 592, Page 306) and Lands of Deming (Book 908, Page 395) to an iron pipe in said creek, which bears South 75 degrees 10 minutes 35 seconds West, a distance of 1,877.95 feet from the iron pipe in the creek lastly referred to; thence continuing along the northerly bounds of lands of Deming (Book 908, Page 395) the following three courses and distance 1) North 65 degrees, 38 minutes 50 seconds West, 1817.40 to an iron pipe, 2) North 20 degrees 19 minutes 55 seconds East, 553.20 feet to an iron pipe, and 3) North 76 degrees 32 minutes 30 seconds West a distance of 1,269.95 feet to an iron pipe in stones; running thence North 22 degrees 42 minutes 20 seconds East, along the easterly bounds of lands of Corcoran (Book 853, Page 575), 720.00 feet to an iron pipe in stones; thence running north 45 degrees 06 minutes 35 seconds East, along the easterly bounds of lands of Eisenberg (Book 1027, Page 888) a distance of 1,603.38 feet to a wood stake in stones; running thence South 40 degrees 28 minutes 55 seconds East, along the bounds of land of Lindsay (Book 1068, Page 386) a distance of 1,639.43 feet to an iron pipe in stones; running thence North 41 degrees 17 minutes 55 seconds East, along the bounds of lands of Lindsay (Book 1068, Page 386 and Book 1068, Page 384) lands of Richter (Book 905, Page 564) and lands of Edwards (Book 1051, Page 1143) a distance of 2,899.57 feet to the point and place of beginning. Containing 440 acres of land be the same more or less.

BEING THE SAME PREMISES conveyed to Finch, Pruyn and Company, Incorporated from International Paper Company by deed dated April 16, 1990 and recorded in the Saratoga County Clerk's Office on April 23, 1990 in Book 1287 of Deeds at page 232.

SUBJECT TO a fifty foot wide right of way for purposes of ingress and egress for vehicular and pedestrian use, as reserved by International Paper Company, its successors and or assigns by deed dated-April 16, 1990 and recorded in the Saratoga County Clerk's Office on April 23, 1990 in Book 1287 of Deeds at page 232, (see Exhibit C, Schedule B, Item 10S(a) of aforesaid Correction/Confirmatory deed).

ALSO ALL THAT PIECE OR PARCEL OF LAND with the buildings and improvements erected thereon, if any, located in the Town of Edinburg, County of Saratoga, and State of New York, bounded and described as follows: Being part of **LOT NO. 75**, John Glen and 44 Others Patent, bounded as follows:

- (1) On the east by Lot No. 73;
- (2) On the south by Lot No. 76;
- (3) On the west by Lot No. 110;
- (4) On the north by Lot No. 74.

AND MORE PARTICULARLY DESCRIBED on the ground as follows:

BEGINNING at a point at the southwest corner of Lot No. 75, John Glen and 44 Others Patent (hereinafter the "Patent"), which point is marked by an iron pipe and stones, and which point also marks a corner of lands now or formerly of Finch, Pruyn &

Company, Inc. (hereinafter "Finch"), then running the following seven (7) courses and distances:

- (1) North 79 degrees 19 minutes 07 seconds East a distance of 2,676.83 feet along the south boundary line of Lot No. 75 and lands now or formerly of Finch located in Lot 76 of the Patent to a point marked by an iron rod and stones; then
- (2) Easterly a distance of 3,573.24 feet continuing along the south boundary of Lot No. 75 and lands now or formerly of IP Timberlands Operating Company, Ltd. (Hereinafter "IPTO") and Lot 76 of the Patent to a point for a corner at the southeast corner of Lot No. 75 and the northeast corner of Lot 76; then
- (3) North 10 degrees 16 minutes West a distance of 2,615 feet, more or less, along the easterly boundary of Lot No. 75 and the westerly boundary of lands now or formerly of IPTO and Lot 73 of the Patent to a point for a corner; then
- (4) Westerly a distance of 5,575 feet, more or less, along the southerly boundary of lands now or formerly of Norman Durkin, et al. and Alfred and Susan Pellegrini to a point for a corner on the north line of Lot No. 75; then
- (5) South 10 degrees 16 minutes West a distance of 700 feet, more or less, along the easterly boundary of lands now or formerly of Jack Deming to a point for a corner; then
- (6) Westerly a distance of 675 feet, more or less, along the southerly boundary line of lands now or formerly of Jack Deming to a point for a corner on the western boundary of Lot No. 75 and the eastern boundary of Finch (reference being made with respect to the last two boundaries to a deed from John Gordon to Edwin Ellison dated June 20, 1878 and recorded in the Saratoga County Clerk's Office in Book 160 at page 394, which deed conveyed, along with two other parcels, ten (10) acres in the northwest corner of Lot No. 75 of the Patent); then
- (7) South 10 degrees 16 minutes West a distance of 980 feet; more or less, along the westerly boundary of Lot No. 75 and lands now or formerly of Finch to the point and place of beginning.

CONTAINING 240 acres of land, more or less.

TOGETHER WITH a right-of-way forty (40) feet wide (or to original road disturbance, if greater) for ingress and egress and for all lawful purposes on, across and over the existing gravel truck road known as Gordon's Creek Road (the "Road"), which Road runs from Saratoga County Highway No. 7 (South Shore Road) to the premises herein conveyed, and crosses the following seven (7) intervening ownerships identified on the Town of Edinburg tax map:

- (1) Tax Map Parcel No. 68-2-5.2, lands now or formerly of Mary Cameron;
- (2) Tax Map Parcel No. 68-2-4.1, lands now or formerly of J. Karl Herchenroder;
- (3) Tax Map Parcel No. 68-2-5.1, lands now or formerly of Thomas G. Bennison;
- (4) Tax Map Parcel No. 68-2-18, lands now or formerly of Leslie Edwards;
- (5) Tax Map Parcel No. 68-2-15, lands now or formerly of Alfred and Susan Pellegrini;
- (6) Tax Map Parcel No. 69-1-13, lands now or formerly of Jack Deming;

- (7) Tax Map Parcel No. 69-1-1.2, lands now or formerly of Alfred and Susan Pellegrini.

BEING THE SAME PREMISES conveyed to Finch Pruyn & Company, Inc. from Gary J. Spotswood by deed dated December 11, 2001 and recorded in the Saratoga County Clerk's Office on January 3, 2002 in Book 1600 of Deeds at page 773.

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,131 as Project: Saratoga 63 (Tax Map Parcel Nos. 69.00-1-6, 69.00-1-12 and 82.00-1-3, as shown on said Compiled Map), for further reference.

SCHEDULE 2 CONTINUED

"Sacandaga Block - Town of Edinburg, Johnny Cake Lake Tract, Project: Saratoga 64"

ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND, situate lying and being in the Town of Edinburg, County of Saratoga and State of New York, bounded and described as follows:

PARCEL III

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate, lying and being in the Town of Edinburg, County Saratoga and State of New York and further described as being the East one-half of Lot No. 68 of the John Glen and 44 Others Patent and containing 125 acres, more or less.

PARCEL IV

ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate in the Town of Edinburg, County of Saratoga and State of New York and further described as being Lot No. 69 of the John Glen and 44 Others Patent containing 250 acres, more or less.

EXCEPTING AND RESERVING from the above described premises the westerly one-half of Lot No. 69 of the John Glen and 44 Others Patent, containing 125 acres, more or less.

AND ALSO EXCEPTING AND RESERVING from the above described premises a fifty (50) foot strip measured from the high water mark of that portion of "Johnny Cake Lake" that lies in the easterly one-half of Lot No. 69 of the above described premises containing approximately 1 acre, more or less.

The party of the first part further grants a right of way for any and all purposes fifty (50) feet wide over, across and upon the parcel of land herein reserved by the party of the first part in the westerly one-half of Lot No. 69 of the John Glen and 44 Others Patent, which said right of way shall be twenty-five (25) feet wide on both sides of the center line of the existing road leading from the easterly boundary line of Lot No. 79 of the John Glen and 44 Others Patent to a point in the center line of the existing road leading to "Johnny Cake Lake", so called, and from said point in the center line of said road to "Johnny Cake Lane" easterly over, across and upon the existing road leading to the easterly one-half of Lot No. 68 to the southerly boundary line of the said parcel of land reserved by the party of the first part and from said point in the center of the existing road to "Johnny Cake Lake" northerly, over across and upon the said existing road to "Johnny Cake Lake" to the easterly boundary line of said parcel of land reserved by the party of the first part herein.

TOGETHER WITH AND SUBJECT TO a right of way, recorded in the Saratoga County Clerk's Office on October 2, 1968 in Book 839 of Deeds at page 290. more particularly described as follows:

The party of the second part by accepting and recording this conveyance hereby grants to the party of the first part a right of way fifty (50) feet wide, over, across and upon the existing road in Lot No. 69 to the easterly boundary line of the parcel of land reserved by the party of the second part herein for access to the northerly side of "Johnny Cake Lake." (see Exhibit C, Schedule B, Item 13S(a) of aforesaid Correction/Confirmatory deed).

BEING A PORTION OF THE PREMISES conveyed to Finch, Pruyn and Company, Incorporated from Erwin Conklin by deed dated September 30, 1968 and recorded in the Saratoga County Clerk's Office on October 2, 1968 in Book 839 of Deeds at page 290.

TOGETHER WITH a right of way granted to Finch, Pruyn and Company, Incorporated from James E. Mosher and Betty M. Mosher by grant dated September 28, 1968 and recorded in the Saratoga County Clerk's Office on October 2, 1968 in Book 839 of Deeds at page 293.

SAID RIGHT OF WAY AND EASEMENT is fifty (50) feet wide for any and all purposes, over, across and upon the parcel of land owned by the parties of the first part in Lot No. 41 of the John Glen and 44 Others Patent and further described in the following deeds:

(a) Warranty deed dated July 24, 1968 from Sidney LaPier to James Mosher and Betty M. Mosher and recorded July 25, 1968 in Book 834 of Deeds at page 64 in the Saratoga County Clerk's Office;

(b) Warranty deed dated August 1, 1968 from Ira Gray to Roger LaPier and recorded on August 5, 1968 in the Saratoga County Clerk's Office in Book 834 of Deeds at page 569.

The said right of way is to follow the existing road (Davignon Road) across said property and to be measured twenty-five (25) feet on each side from the center line of said road.

SUBJECT TO a fifty foot wide right of way for any and all purposes granted by Finch, Pruyn and Company, Incorporated to Mettowee Lumber Company, Inc., its successors and or assigns by deed dated September 30, 1968 and recorded in the Saratoga County Clerk's Office on October 5, 1968 in Book 840 of Deeds at page 29, (see Exhibit C, Schedule B, Item 13S(b) of aforesaid Correction/Confirmatory deed).

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,131 as Project: Saratoga 64 (Tax Map Parcel No. 69.00-1-10, as shown on said Compiled Map), for further reference.

SCHEDULE 3

"Sacandaga Block - Town of Greenfield, Lake Desolation Road Tract, Project: Saratoga 68."

ALL THOSE CERTAIN PIECES, PARCELS OR TRACTS OF LAND, situate lying and being in the Town of Greenfield, County of Saratoga and State of New York, bounded and described as follows:

1. **1964 KONDENAR DEED (TAX MAP PARCEL 123.00-1-20).** **ALL THAT TRACT OR PARCEL OF LAND** situate, lying and being in the Town of Greenfield, County of Saratoga and State of New York, being a part of Lot No. 2 of the Subdivision of Lot No. 13 in the Twenty-First Allotment of the Patent at Kayaderosseras, bounded and described as follows:

BEGINNING at the southeast corner of said Lot No. 2 at a stake and stones standing on the line of the Rogers Lot near the old highway leading west to Stephen Ross, and thence north 16 degrees west 33 chains and 78 links to a stake and stones; thence south 74 degrees west 29 chains and 95 links to a stake and stones; thence south 16 degrees east 33 chains; and thence north 75 ½ degrees east 29 chains and 96 links to the place of beginning. Containing 100 acres of land, more or less.

BEING THE SAME PREMISES conveyed to Finch, Pruyn & Company, Incorporated from Martin Kondenar by deed dated July 21, 1964 and recorded in the Saratoga County Clerk's Office on July 21, 1964 in Book 757 of Deeds at page 146.

2. **1966 KRUETZFELDT DEED (TAX MAP PARCEL 123.00-1-19).** **ALL THAT TRACT, PIECE OR PARCEL OF LAND**, situate in the Town of Greenfield, County of Saratoga and State of New York, and being the same lot formerly known as the Sweet lot,

and bounded and described as follows, viz: On the West by lands formerly owned by Lavina York; on the North by lands formerly owned by Robert Caverly; on the East by lands now or formerly owned by Dutee Ballou; and on the South by lands formerly owned by Charles E. Randall, deceased.

Containing about fifty (50) acres of land, be the same more or less.

BEING THE SAME PREMISES conveyed to Finch, Pruyn and Company, Incorporated from William H. Krutzfeldt and Grace E. Krutzfeldt by deed dated July 21, 1966 and recorded in the Saratoga County Clerk's Office on July 21, 1966 in Book 793 of Deeds at page 49.

3. **1968 NIELSON AND FERRAR DEED ALL THOSE PIECES, PARCELS OR TRACTS OF LAND** situate, lying and being in the Town of Greenfield, County of Saratoga and State of New York, conveyed by Laura O. Fuller to Charles I. Nielson by deed dated November 14, 1935 and recorded in the Saratoga County Clerk's Office December 20, 1935 in Book 385 of Deeds at page 470, more particularly described as follows:

PARCEL I

ALL THOSE PIECES, PARCELS OR TRACTS OF LAND described in a deed from Oscar Granger and Caroline, his wife, and Henry A. Granger and Marion S., his wife, to John Benedict by deed dated May 26, 1862 and recorded in the Saratoga County clerk's Office October 15, 1862 in Book 92 of Deeds at page 423, and described as follows:

FIRST DESCRIBED PARCEL (PORTION OF TAX MAP PARCEL 122.00-1-29) ALL THAT CERTAIN TRACT PIECE OR PARCEL OF LAND situate and being in great lots 12 & 13 in the twenty-first allotment of the patent of Kayaderosseras and bounded as follows: viz, Beginning in the center of the plank road south 73 degrees 30' 30" E. chs. 2.77 lks from S. West corner of Temperance House at Mount Pleasant thence N. 84 degrees E. chs. 7 along the center of said plank road to a stake thence N. 44 ½ degrees E. Chs. 4.30 lks. thence N. 77 degrees 32 ½ E. chs. 2.53 lks. thence N. 68 degrees E. chs. 1.31 lks. N. 78 degrees 6 ½' E. chs. 2.30 lks. thence N. 64 degrees 35' E. chs. 3 thence N. 57 degrees 5' E. chs. 1.98 lks. thence N. 60 degrees 35' E. chs. 3.15 lks. thence N. 86 degrees 40' E. chs. 3.24 lks. thence N. 53 degrees 50' E. chs. 4.70 lks. thence N. 72 degrees 20' E. chs. 10.10 lks. thence N. 17 degrees E. chs. 2.56 lks. Thence N. 5 degrees E. 2 chs. 15 lks. thence N. 70 degrees 15 ½' E. chs. 9 thence N. 42 degrees 4 ½' E. chs. 3.71 lks. thence N. 42 degrees 3' west chs. 3.52 lks. thence north 31 degrees 44 ½' E. chs. 11.45 lks. to a stake and a heap of stones standing in the east line of the lot known as the Murray lot in great lot number thirteen of the aforementioned patent thence south 14 degrees 30' E. chs. 25.39 lks to a spruce tree thence south 75 degrees 30' W. chs. 29.2 lks. to a beech tree standing in the west line of great lot thirteen thence south 14 degrees 30' E. chs. 11.75 lks. along the west line of great lot thirteen in said twenty-first allotment to a stake thence south 75 degrees 30' W. chs. 30.52 lks to a stake thence N. 14 degrees 30' w. chs. 6.50 lks to a stake thence N. 5 degrees 10' E. chs. 2.20 lks to a spruce tree near the upper saw mill now occupied by Samuel Archer thence N. 54

degrees 26' W. chs. 2.83 lks. to a stake thence N. 1. degree west chs. 1.53 lks. to the place where this Lot first began containing 87 and 21/100 acres.

SECOND DESCRIBED PARCEL (PORTION OF TAX MAP PARCEL 122.00-1-29) ALSO ALL THAT OTHER CERTAIN TRACT OF LAND near and adjoining the above described being south 73 degrees 30' 30" E. chs. 2.77 lks, from the south west corner of the Temperance House as previously described N. 19 degrees 16' E. chs. 4.92 lks. thence N. 51 degrees 35 1/2' E. chs. 2.91 lks. thence N. 4 degrees 15 E. chs. 1.96 lks. thence N. 25 degrees 57' E. chs. 31.61 lks to a beech tree thence N 68 degrees E. chs. 21.6 lks. to a stake thence N. 14 degrees 30' W. chs. 22.67 lks. to the south bounds of Sanders Patent thence N. 62 degrees E. chs. 12.52 lks. along the south bounds of Sanders Patent to a stake at the northeast corner of the lot called the Murray lot thence south 14 degrees 30' E. chs. 37.25 lks. to a stake and heap of stones on the south side of the creek thence south 21 degrees 44 1/2 W. chs. 11.45 lks. to a stake thence S. 66 degrees 30' W. chs. 2.61 lks. thence south 88 degrees 7 1/2 W. chs. 4.20 lks. thence south 63 degrees 45' W. chs. 11.45 lks. thence south 49 degrees W. chs. 8.43 lks. thence south 61 degrees 40' west chs. 2.53 lks. thence south 73 degrees 10 W. chs. 4.28 lks. thence south 62 degrees 25' W. chs. 4.22 lks. thence south 65 degrees 40' W. chs. 4 thence south 53° 47' West chs. 2.96 lks. thence south 50 degrees 38' W. chs. 2 thence south 8 degrees 25' E. chs. 7.82 lks. to the center of the plank road thence south 84 degrees W. chs. 6.55 lks. to the place where this lot first began containing 112 79/100 acres as surveyed by Henry Scofield November 22, 1852.

EXCEPTING the following lots shown and designated on a certain map filed in the Saratoga County Clerk's Office as "Map Showing Mount Pleasant Lake Property located at Mount Pleasant, Saratoga County, New York," conveyed by Charles I. Nielsen by the following deeds:

- a) Lots 7 and 8 conveyed by deed to Nikolaus Hebant dated October 9, 1941 and recorded in the Saratoga County Clerk's Office on November 5, 1941 in Book 412 at page 183; (for clarification purposes only: came into Finch, Pruyn by Book 869, Page 516)
- b) Lot 28 conveyed by deed to John H. Rathbone, dated October 9, 1941 and recorded in the Saratoga County Clerk's Office on December 4, 1941 in Book 411 at page 408; (for clarification purposes only: came into Finch, Pruyn by Book 1357, Page 577)
- c) Lots 13, 14 and 34 conveyed by deed to Eugene F. Peterson dated October 9, 1941 and recorded December 29, 1941 in Book 412 at page 315; (for clarification purposes only: said Lots 13, 14 & 34 being further identified on the hereinafter described Compiled Map as being Saratoga County Real Property Tax Map Parcels 122.00-1-4 and 122.00-1-7, being three parcels of land conveyed from Hadley Holdings, L.P. et al to Henry H. & Janna P. Hadley by deed dated February 18, 2005 and recorded in the Saratoga County Clerk's Office on March 8, 2005 in Book 1712 of Deeds at Page 456)

- d) Lots 29, 30, 31, and 32 conveyed by deed to Grace G. Shelter dated October 9, 1941 and recorded January 24, 1942 in Book 411 at page 515; (for clarification purposes only: came into Finch, Pruyn by Book 869, Page 516)
- e) Lots 12 and 33 conveyed by deed to Harold Walter Poole dated October 9, 1941 and recorded February 4, 1942 in Book 413 at page 28; (for clarification purposes only: said Lots 12 & 33 being further identified on the hereinafter described Compiled Map as being Saratoga County Real Property Tax Map Parcels 122.00-1-5 and 122.00-1-8, being two parcels of land conveyed from Harold W. & Maxine R. Poole to Jeffrey W. & Melinda B. Poole by deed dated January 11, 1989 and recorded in the Saratoga County Clerk's Office on January 26, 1989 in Book 1254 of Deeds at Page 109)
- f) Lot 11 conveyed by deed to Isaac L. McHenry dated October 9, 1941 and record February 24, 1942 in Book 413 at page 27; (for clarification purposes only: came into Finch, Pruyn by Book 869, Page 516)
- g) Lot 17 conveyed by deed to Wilbur M. Lockrow and Francis Lockrow dated October 9, 1941 and recorded April 27, 1942 in Book 413 at page 323; (for clarification purposes only: came into Finch, Pruyn by Book 869, Page 516)
- h) Lot 18 conveyed by deed to Wilbur MacFarland and Ada MacFarland dated October 9, 1941 and recorded April 27, 1942 in Book 413 at page 324; (for clarification purposes only: came into Finch, Pruyn by Book 1612, Page 506)
- i) Lot 3 conveyed by deed to Thomas J. Mahoney; dated October 9, 1941 and recorded September 14, 1943 in Book 418 at page 565; (for clarification purposes only: came into Finch, Pruyn by Book 869, Page 516)
- j) Lot 27 conveyed by deed to Thomas F. McGrath; dated October 9, 1941 and recorded July 23, 1946 in Book 445 at page 244; (for clarification purposes only: came into Finch, Pruyn by Book 869, Page 516)
- k) Lots 5 and 6 conveyed by deed to Bernard Hebant dated October 9, 1941 and recorded July 28, 1947 in Book 457 at page 37; and (for clarification purposes only: came into Finch, Pruyn by Book 869, Page 516)
- l) Lot 1 conveyed by deed to Diane Silver; dated October 9, 1941 and recorded October 21, 1947 in Book 470 at page 309. (for clarification purposes only: came into Finch, Pruyn by Book 869, Page 516)

PARCEL II

ALL THOSE PIECES, PARCELS OR TRACTS OF LAND described in a deed from Jacob Deyoe and Armenah, his wife, to Samuel Archer, dated December 20, 1879 and

recorded in the Saratoga County Clerk's Office on December 29, 1916 in Book 296 of Deeds at page 157, as follows:

FIRST DESCRIBED PARCEL (TAX MAP PARCEL 122.00-1-6) ALL THAT LOT, PIECE OR PARCEL OF LAND situated, lying and being in the Town of Greenfield, County of Saratoga. Viz: Beginning at a point in the center of the plank road at Mt. Pleasant which point is 7 chains N. 84 degrees east from the place of beginning of Samuel Archers saw mill lot; which point is south 73 ½ degrees east 2 chains & 77 links from the southwest corner of the temperance house & runs from thence north 44 ½ degrees east 4 chains & 30 links; thence north 77 degrees 32 ½ minutes east 2 chains & 53 links; thence north 68 degrees east 1 chain & 31 links; thence north 78 degrees east 2 chains & 30 links; thence north 64 degrees & 35 minutes east one chain; thence north 57 degrees & 5 minutes east one chain & 98 links; thence north 60 degrees & 35 minutes east 3 chains & 15 links; thence north 86 degrees & 40 minutes east 3 chains 24 links; thence north 53 degrees & 50 minutes east 4 chains & 70 links; thence north 72 degrees & 20 minutes east 10 chains & 10 links; thence north 17 degrees & 10 minutes east 2 chains & 56 links; thence north 70 ¼ degrees east 9 chains; thence north 2 degrees 4 ½ minutes east 3 chains & 71 links; thence north 42 degrees & 3 minutes west 3 chains & 52 links; thence south 66 ½ degrees west 2 chains & 61 links; thence south 88 degrees & 71½ minutes west 4 chains & 20 links; thence south 63 degrees & 45 minutes west 11 chains & 45 links; thence south 49 degrees west 8 chains & 43 links; thence south 61 degrees & 40 minutes west 2 chains & 53 links; thence south 52 degrees & 25 minutes west 4 chains & 22 links; thence south 65 degrees & 40 minutes west four chains; thence south 52 degrees & 47 minutes west 2 chains & 96 links; thence south 50 degrees & 38 minutes west 2 chains; thence south 8 degrees & 25 minutes east 7 chains & 82 links to the center of the plank road to the place of beginning, containing 27 65/100 acres of land & water more or less.

SECOND DESCRIBED PARCEL (TAX MAP PARCEL 122.00-1-6) ALSO, another piece or parcel of land described and bounded as follows: Beginning at an iron pin driven in the ground in the south east corner of the Temperance house Lot sold to John Ryan and running southwesterly along the center of the Lake Road opposite the large stone lying about midway between the creek and said Lake Road; thence easterly in a straight line to a spruce tree standing in the corner of the lot known as the Old Clay Mill Lot; from thence northerly along the lands of Samuel Archer to the place of beginning, containing about two acres of land, be the same more or less.

EXCEPTED AND RESERVED out of the above described parcel or premises, all that piece or parcel of land lying within the above described premises known as the old Clay Mill Lot sold by Chauncey E. Cole to Henry Davis.

Being the same premises conveyed to Laura O. Fuller by the following deeds: (1) A deed from Jennie L. Archer dated January 4, 1916, and recorded in the Saratoga County Clerk's Office January 31, 1916 in Book 293 of Deeds at page 73, (2) a deed from Sarah A. (Archer) Kilmer and Samuel Kilmer, her husband, dated May 10, 1916 and recorded in the Saratoga County Clerk's Office October 9, 1929 in Book 359 of Deeds at page 105, (3) A deed from

Estelle L. (Archer) Holmes, dated June 16, 1916 and recorded in the Saratoga County Clerk's Office October 9, 1929 in Book 359 of Deeds at page 105.

PARCEL III

ALL THOSE PIECES, PARCELS OR TRACTS OF LAND described in a deed from Jeremiah McCarthy and Catherine McCarthy to Michael Tobin, dated May 1, 1873 and recorded in the Saratoga County Clerk's Office on October 13, 1873 in Book 128 of Deeds at page 323, as follows:

FIRST DESCRIBED PARCEL (TAX MAP PARCEL 123.00-1-22) ALL THAT CERTAIN PIECE OR PARCEL OF LAND situated lying and being in the Town of Greenfield, County of Saratoga and State of New York bounded and described as follows and distinguished by the letter A in Lot No. Two in subdivision of great lot No. Thirteen in the twenty-first allotment of the Patent of Kayaderosseras and bounded on the North by the lands of Mary Kennedy on the east by the lands formerly owned by Jeremiah McCarthy on the South by lands of Duty Ballou on the West by the lands of Robert Cavelry containing twelve acres more or less.

SECOND DESCRIBED PARCEL (TAX MAP PARCEL 123.00-1-21) ALSO, ALL THAT OTHER PIECE OR PARCEL OF LAND situate lying and being in the Town of Greenfield, County of Saratoga and State of New York bounded and described as follows: Beginning at a stake in the north side of the Mount Pleasant Plank Road at the east corner of a lot of land purchased of Henry Whipple by Jeremiah McCarthy, and runs thence along the said road south sixty five degrees west six chains & forty six links to a point in said road near a large hemlock stump thence south fifteen degrees east sixteen chains & twenty one links to a birch tree adjoining lands of Duty Ballou, thence north seventy five degrees east six chains and two links to a stake in the southwest corner of lands of Patrick Kennedy, thence north fifteen degrees west seventeen chains and sixty two links to the place of beginning, containing ten acres and eighteen hundredths of an acre of land be the same more or less.

PARCEL IV

(TAX MAP PARCEL NO. 123.00-1-1) ALL THAT CERTAIN PIECE OR PARCEL OF LAND described in a deed from Anna Eddy and Mary Green to Edward N. Tobin dated October 18, 1900 and recorded in the Saratoga County Clerk's Office on October 9, 1929 in Book 359 of Deeds at page 107, as follows:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND lying in the Town of Greenfield, County of Saratoga and State of New York and is bounded and described as follows: viz:

BEGINNING at the northeast corner of great lot No. 12 in the twenty-first allotment of the Patent of Kayaderosseras running north 75 degrees East nine chains and 38 links thence south twelve degrees and 45 minutes east 31 chains and 49 links to the center of the road leading from Porter's Corners to Mount Pleasant; thence along the center of the said road

North 84 degrees and 50 minutes West one chain and 90 links; thence North 59 degrees west one chain; thence North 10 degrees and five minutes west six chains; thence North 28 degrees west two chains; thence north 66 degrees and 45 minutes west two chains and 46 links; thence North 38 degrees and 15 minutes west three chains and 74 links; thence North 46 degrees west five chains; thence North 86 degrees and 35 minutes west one chain; thence leaving the center of the said road North 12 degrees and 45 minutes west 12 chains and 30 links to the place of beginning containing 20 acres, one rood and eleven rods of land and which described piece of land was formerly subject to a yearly rent of fifteen cents per acre and being the same premises conveyed by John A. Peacock and Phoebe A. his wife to Michael Tobin by deed date November 9, 1869.

PARCEL V

(TAX MAP PARCEL NO. 122.00-1-28) ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND described in a deed from Amy Brownell to Laura O. Fuller dated November 12, 1915 and recorded in the Saratoga County Clerk's Office January 31, 1916 in Book 293 of Deeds at page 72, as follows:

ALL THAT TRACT OR PARCEL OF LAND situated in the County of Saratoga and State of New York, and in the Patent of Kayaderosseras, twenty-first (21st) Allotment, Great Lot twelve (12), containing ninety (90) acres, more or less, known as the Dupruis of Dupois lot (lot number not known), bounded north by lands of Samuel Archer, East by Great Lot thirteen (13) (for clarification purposes only: the subject parcel is bounded on the east by the northern portion of Tax Map Parcel No. 122.00-1-32), South by land of C. Kilmer and west by land of Wright and Hill, and which said tract or parcel of land above described and hereby intended to be conveyed, was conveyed to the said Amy Brownell, by William Shomer, Comptroller of the State of New York, by deed dated the twenty-sixth (26th) day of September 1913, and recorded in the Saratoga County Clerk's Office on October 14, 1913, in Book of Deeds No. 285, at page 303.

PARCEL VI

1. **ALL THOSE PIECES, PARCELS OR TRACTS OF LAND** described in a deed from Seymour Ainsworth, Walter G. Hendrick, and Williams Andrews, as assignees of John Benedict, a bankrupt, to George Spaulding dated December 30, 1872 and recorded in the Saratoga County Clerk's Office on April 10, 1875 in Book 133 of Deeds at page 423, as follows:

2. **FIRST DESCRIBED PARCEL (TAX MAP PARCEL NO. 110.00-1-55) ALL THAT CERTAIN PIECE OR PARCEL OF LAND** situate, lying and being in the Town of Greenfield, Saratoga County, New York and being in the north part of lot number 2 of great lot number 13 in the 21st allotment of the patent of Kayaderosseras and is bounded as follows, Beginning at the northwest corner of a lot of land belonging to Chauncey Williams in the northern allotment line of said 21st allotment and running thence along said line southerly 61 degrees west 4 chains and 54 links to a stake, thence south sixteen (16) degrees

and 20 minutes, east 45 chains and twenty-eight (28) links to a stake, thence north sixty-one (61) degrees east 4 chains and fifty-four (54) links to a stake, thence north sixteen (16) degrees west forty-five (45) chains and twenty-eight (28) links to the place of beginning, containing 20 acres of land more or less, being the same property or premises conveyed to John Benedict by Chauncey Williams as executor of the Last Will and Testament of Benjamin Hall, and by virtue of the power in said will contained, and also in his own right and Mehitable M. Williams, his wife by said deed bearing date the 5th day of January 1865.

SUBJECT TO a boundary line agreement between Finch, Pruyn & Co., Inc. and Thomas Gorthey dated May 3, 1982 and recorded in the Saratoga County Clerk's Office on August 23, 1982 in Book 1032 of Deeds at Page 560. (see Exhibit C, Schedule B, Item 19S(a) of aforesaid Correction/Confirmatory deed).

3. SECOND DESCRIBED PARCEL (TAX MAP PARCEL NO. 110.00-1-53) ALSO, ALL THAT CERTAIN PIECE OR PARCEL OF LAND, lying in the Town of Greenfield, County of Saratoga and State of New York, bounded as follows, on the north by Joseph Bump lot, on the west by a lot known as the Bedortha lot on the south by William H. Towne and on the easterly by Nathan N. Carpenter and John Middlebrook, containing 11 acres of land, supposed to be eight (8) rods wide and two hundred and twenty (220) rods long by the same more or less. Being the same property and premises conveyed to John Benedict by Warranty Deed of William H. Towner and wife bearing date the sixteenth day of December 1863.

SUBJECT TO a boundary line agreement between Finch, Pruyn & Co., Inc. and Thomas Gorthey dated May 3, 1982 and recorded in the Saratoga County Clerk's Office on August 23, 1982 in Book 1032 of Deeds at Page 560. (see Exhibit C, Schedule B, Item 19S(a) of aforesaid Correction/Confirmatory deed).

4. THIRD DESCRIBED PARCEL (TAX MAP PARCEL NO. 110.00-1-54) ALSO ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate lying and being in the Town of Greenfield, County of Saratoga and State of New York bounded and described as follows, viz: Beginning at the north west corner of a lot of land owned by Alexander H. Rowland, and running thence south sixty-one (61) degrees west two (2) chains and twenty-seven (27) links to a stake, thence south sixteen (16) degrees and twenty (20) minutes east forty-five (45) chains and twenty-eight (28) links to a stone, thence north sixty-one (61) degrees east two (2) chains and twenty-seven (27) links to a stake, thence north sixteen (16) degrees west forty-five (45) chains and twenty-eight (28) links to the place of beginning, containing 10 acres of land be the same more or less. Being the same property and premises conveyed to John Benedict by Alvah D. Hewitt and wife bearing date the first day of November 1867.

SUBJECT TO a boundary line agreement between Finch, Pruyn & Co., Inc. and Thomas Gorthey dated May 3, 1982 and recorded in the Saratoga County Clerk's Office on August 23, 1982 in Book 1032 of Deeds at Page 560. (see Exhibit C, Schedule B, Item 19S(a) of aforesaid Correction/Confirmatory deed).

5. FOURTH DESCRIBED PARCEL (TAX MAP PARCEL NO. 110.00-1-52) ALSO ALL THAT TRACT, PIECE OR PARCEL OF LAND situate, lying and being in the Town of Greenfield aforesaid, being in the north part of lot number 2 of great lot number 13 of the 21st allotment of the patent of Kayaderosseras and bounded as follows, Beginning at the north-west corner of a lot of land belonging to Elmira A. Williams in the north allotment line of the said 21st allotment running thence along said line south sixty-one (61) degrees west four (4) chains and fifty-four (54) links to a stake, thence south sixteen (16) degrees east forty-five (45) chains and twenty-eight (28) links, thence north sixty-one (61) degrees east four (4) chains and fifty-four (54) links, thence north sixteen (16) degrees west forty-five (45) chains and twenty-eight (28) links to the place of beginning, containing 20 acres of land more or less, being the same property and premises conveyed to John Benedict by deed of Zenas Mead and wife bearing date the 14th day of May 1860.

SUBJECT TO a boundary line agreement between Finch, Pruyn & Co., Inc. and Thomas Gorthey dated May 3, 1982 and recorded in the Saratoga County Clerk's Office on August 23, 1982 in Book 1032 of Deeds at Page 560. (see Exhibit C, Schedule B, Item 19S(a) of aforesaid Correction/Confirmatory deed).

TOGETHER with property acquired by Finch, Pruyn & Company Incorporated in Boundary Agreement at Liber 1032 cp. 560.

(For clarification purposes only: the southerly line of the above described Tax Map Parcels 110.00-1-55, 110.00-1-53, 110.00-1-54 and 110.00-1-52 were established by a boundary line agreement between Finch, Pruyn & Co., Inc. and Thomas Gorthey dated May 3, 1982 and recorded in the Saratoga County Clerk's Office on August 23, 1982 in Book 1032 of Deeds at Page 560.)

6. FIFTH DESCRIBED PARCEL (TAX MAP PARCEL NO. 110.00-1-56) ALSO ALL THAT CERTAIN PIECE OR PARCEL OF LAND described as follows, viz: situate, lying and being in the Town of Greenfield, and by an accurate survey recently made by R.M. Ormsbee, is described as follows:

BEGINNING in the South bounds of Sanders Patent, at a stake, being the north-east corner of lot number one (1) of Great Lot number thirteen (13) of the Kayaderosseras Patent, and runs thence South fifteen (15) degrees East along the lands of F. V. Hewitt and Lewis Rose, five (5) chains and twenty-four (24) links to a stake standing in the root of a large hemlock tree, being the North west corner of a lot of land belonging to Chauncey Williams of Saratoga Springs; thence along the lands of said Williams, N. M. Carpenter, A. H. Rowland and Zenas Mead, North sixty-two and one-half (62 ½) degrees East thirteen (13) chains and sixty (60) links to a stake, being the Northeast corner of lands of Zenas Mead; thence along the lands of Nelson Williams, North fifteen (15) degrees West, four (4) chains and forty-six (46) links to the South bounds of Sanders Patent aforesaid; thence along the said South bounds of Sanders' Patent sixty two and one-half (62 ½) degrees West, thirteen (13) chains

and sixty (60) links to the place of beginning, containing six (6) acres and forty two hundredths (42/100) of an acre of land.

BEING THE SAME PREMISES conveyed to Finch, Pruyn and Company, Incorporated from Hermine Nielson and Dorothea Nielson Ferrer by deed dated August 7, 1968 and recorded in the Saratoga County Clerk's Office on August 9, 1968 in Book 835 of Deeds at page 176.

4. **1969 NASON DEED (PORTIONS OF TAX MAP PARCEL 122.00-1-29).** ALL THOSE CERTAIN PIECES OR PARCELS OF LAND, situate, lying and being in the Town of Greenfield, County of Saratoga and State of New York, designated as Lots No. 1, 3, 5, 6, 7, 8, 11, 17, 27, 29, 30, 31 and 32 on a map entitled "Map Showing the Mt. Pleasant Lake Property, located at Mt. Pleasant, Saratoga County, New York" which was filed in the Saratoga County Clerk's Office on August 22, 1941 as Map No. EE51.

BEING THE SAME PREMISES conveyed to Finch, Pruyn and Company, Incorporated from Richard G. Nason by deed dated August 18, 1969 and recorded in the Saratoga County Clerk's Office on April 8, 1970 in Book 869 of Deeds at page 516.

5. **1970 MOUSIN DEED (TAX MAP PARCEL 123.00-1-11).** ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, situate, lying and being in the Town of Greenfield, County of Saratoga and State of New York, being a part of Lots Numbered 1, 2 and 3 in the Subdivision of Lot Number 3 in Great Lot Number 13 in the Twenty-First Allotment of the Patent of Kayaderosseras, bounded and described, as follows: **BEGINNING** in the middle of the highway where said highway crosses the east line of lot No. 3 of the aforesaid subdivision and runs thence north 13 degrees west 32 chains and 6 links to a stake and stones at the southeast corner of a lot lately belonging to William Cole; thence south 76 degrees west 16 chains and 25 links to a stake and stones; thence south 13 degrees east 5 chains and 6 links to a stake and stones in a swamp; thence south 64 degrees west 7 chains and 57 links to a stake and stones; thence south 13 degrees east 31 chains and 98 links into an old road; thence along said road north 59 degrees east 8 chains; thence north 13 degrees west 3 chains and 30 links to a stake; thence south 88 3/4 degrees east 6 chains and 93 links to a stake in the highway; thence in the middle of said highway north 60 1/4 degrees east 9 chains and 33 links to the place of beginning, containing seventy-seven (77) acres of land, be the same more or less.

BEING THE SAME PREMISES conveyed to Finch, Pruyn and Company Incorporated from Andrew Mousin by deed dated March 9, 1970 and recorded in the Saratoga County Clerk's Office on March 9, 1970 in Book 868 of Deeds at page 414.

6. **1974 CARPENTER DEED.**

(PORTION OF TAX MAP PARCEL 110.00-1-49) PARCEL 1. ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Greenfield, County of Saratoga, and State of New York, bounded on the North by lands of Thomas B. Archer; East by a lot of land

known as the Rowland and Leonard Lot; South by lands of Michael Kennedy and West by lands of David A. Millis, **CONTAINING** seven and one-half ($7\frac{1}{2}$) acres of land be the same more or less, being the lot known as the Town Lot which was formerly sold by William H. Town to John Benedict and by said Benedict sold and conveyed to Samuel Archer, deceased.

(PORTION OF TAX MAP PARCEL 110.00-1-49) PARCEL 2. ALSO ALL THAT OTHER CERTAIN LOT, PIECE OR PARCEL OF LAND, situated in said Town of Greenfield, County of Saratoga, and State of New York, and bounded on the North by lands of Neil McElroy; East by lands of Holmes and Rawson, South by lands of John Kennedy and West by lands of Thomas Welch and Thomas B. Archer, **CONTAINING** thirty (30) acres of land, be the same more or less; being the lot known as the Nelson Williams lot which was sold and conveyed by said Nelson Williams to said Samuel Archer, deceased.

(TAX MAP PARCEL 110.00-1-51) PARCEL 3. ALSO, ALL THAT OTHER CERTAIN LOT, PIECE OR PARCEL OF LAND, situate in said Town of Greenfield, N.Y., known as the Carpenter and Middlebrooks lot and bounded on the north by lot of land belonging to Edgar Cady, known as the Bumps lot; East by lands of Neil McElroy and the Nelson Williams lot last above described; South by lands of William Medbury; West by lands of said Thomas B. Archer, **CONTAINING** forty (40) acres of land be the same more or less.

(PORTION OF TAX MAP PARCEL 110.00-1-49) PARCEL 4. ALSO ALL THAT CERTAIN PARCEL OF LAND situate in the Town of Greenfield, Saratoga County, New York, which was conveyed by Charles W. Spaulding and wife, to said George V. Watson, by deed dated September 15th, 1904, and recorded in the Clerk's Office of Saratoga County, on September 26th, 1904 in Book No. 251 of Deeds, page 112.

The description of said premises taken from said deed being as follows:

ALL of the Easterly half of a certain piece or parcel of land in the Town of Greenfield, being the North Part of Lot No. One of the smaller lots into which lot No. 3 in Great Lot #13 of the 21st Allotment of the Kayaderosseras Patent is divided. Beginning at a spruce tree standing at the Northwest corner of a lot of timber land **CONTAINING** 15 acres sold by Samuel Gregory and wife, to Joseph L. and Marlin Rowland; running thence North 16 degrees 20' West 51 chains and 26 links to a stake and stones standing on the south bounds of Sander's Patent; thence along said Sander's Patent, North 61 degrees E. 6- 15/100 chains, to a stake and stones; thence South 16 degrees 20' East 52 chains and 64 links to a stake and stones; thence along the North bounds of the said Joseph L. and Marlin Rowland's land South 73 degrees 40' West 6 chains to the place of beginning, **CONTAINING** the one-half of 31 acres and 13 rods of land. The above mentioned courses are given as the magnetic needle pointed in the year 1769.

SUBJECT to a boundary line agreement between Finch, Pruyn & Company, Incorporated and Richard D. and Persis R. Granger dated May 3, 1982 and recorded in the

Saratoga County Clerk's Office on May 17, 1982 in Book 1029 of Deeds at Page 661. (see Exhibit C, Schedule B, Item 19S(b) of aforesaid Correction/Confirmatory deed).

(PORTION OF TAX MAP PARCEL 110.00-1-49) PARCEL 5. ALSO, ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the Town of Greenfield, County of Saratoga and State of New York, known and distinguished as Description #1516, Rawson. E.G. Estate, bounded on the North by Sanders Patent; on the South by Medbery; and on the East by Crane, **CONTAINING** twenty acres of land be the same more or less.

SUBJECT to a boundary line agreement between Finch, Pruyn & Company, Incorporated and Richard D. and Persis R. Granger dated May 3, 1982 and recorded in the Saratoga County Clerk's Office on May 17, 1982 in Book 1029 of Deeds at Page 661. (see Exhibit C, Schedule B, Item 19S(b) of aforesaid Correction/Confirmatory deed).

(TAX MAP PARCELS 110.00-1-43 AND 110.00-1-44) PARCEL 6. ALSO, ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the Town of Greenfield, County of Saratoga and State of New York, known and distinguished as Description #217, Olmstead, J. W., Bounded North by Daniels; South by Feulner; East by Wadsley; and West by Hiller. **CONTAINING** thirty-five acres of land be the same more or less.

SUBJECT TO a boundary agreement between Finch, Pruyn & Company, Incorporated and Christopher Andrus and Griffith David Evans dated the 14th of April, 1982, and recorded May 10, 1982 in the Saratoga County Clerk's Office in Book 1029 of Deeds at Page 498. (see Exhibit C, Schedule B, Item 19S(c) of aforesaid Correction/Confirmatory deed).

(TAX MAP PARCEL 110.00-1-48) PARCEL 7. ALSO, ALL THAT TRACT, PIECE OR PARCEL OF LAND situate in the Town of Greenfield, Saratoga County, State of New York, distinguished as Description #399, Sofer, Morris; Bounded on the North by Rawson; South by the Plank Road; East by Kennedy and West by Fuller, **CONTAINING** fifteen acres of land be the same more or less.

SUBJECT TO a boundary line agreement between Finch, Pruyn & Co. and Thomas Gorthey dated May 3, 1982 and recorded in the Saratoga County Clerk's Office on August 23, 1982 in Book 1032 of Deeds at Page 560. (see Exhibit C, Schedule B, Item 19S(a) of aforesaid Correction/Confirmatory deed).

(PORTION OF TAX MAP PARCEL 110.00-1-50) PARCEL 8. ALSO, ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate in the Town of Greenfield, Saratoga County, State of New York, distinguished as part of a range of eight chains and forty links in width, of the east part of the lot distinguished by the letter "A" in Lot No. 2 in Great Lot No. 13 of the 21 Allotment of the Patent of Kayaderosseras and bounded as follows:

BEGINNING on the southeast corner of a lot of ten acres sold in 1878 by Nelson Williams and wife Almira Williams, to Neil McElroy, running thence south 63 deg. West 8 ch. 61 links, thence south 13 deg. East 11 ch. 90 links, thence north 77 deg. east 8 ch. 40

links, thence north 13 deg. West 13 chains 93 links, to the place of beginning, CONTAINING ten acres, three rood and sixteen rods of land, more or less.

(PORTION OF TAX MAP PARCEL 110.00-1-50) PARCEL 9. ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate in the Town of Greenfield, Saratoga County and State of New York, being the north part of a range of eight chains forty links in width of the east part of the lot distinguished by the letter "A", in lot No. 2 in Great Lot No. 13 of the twenty-first Allotment of the Patent of Kayaderosseras, and is bounded and described as follows: Beginning at a stake standing in the north bound of the said 21st allotment at the southeast corner of a lot of land belonging to Edgar Cady, and thence south 63 deg. West 8 ch. 61 links, thence south 13 deg. East 11 chains 90-½ links, thence north 63 deg. East 8 ch. 61 links, thence north 13 deg. West 11 chains 90-½ links to the place of beginning, containing ten acres of land.

BEING THE SAME PREMISES conveyed to Finch, Pruyn and Company Incorporated from C. Donald Carpenter, Jr. by deed dated May 31, 1974 and recorded in the Saratoga County Clerk's Office on June 25, 1974 in Book 939 of Deeds at page 94.

TOGETHER with property conveyed to Finch, Pruyn & Company Incorporated in Boundary Agreement at Liber 1029 cp. 498, Liber 1029 cp. 661 and Liber 1032 cp. 560.

7. **1993 RATHBONE DEED (TAX MAP PARCEL 122.00-1-9).** **ALL THAT LOT, TRACT, OR PARCEL OF LAND**, situate, lying and being in the Town of Greenfield, County of Saratoga and State of New York, shown and designated on a certain map filed in the office of the Clerk of Saratoga County as "Map showing the Mt. Pleasant Lake Property, located at Mt. Pleasant, Saratoga County, New York", as Lot numbered Twenty-Eight (28).

BEING THE SAME PREMISES conveyed to Finch, Pruyn & Company Incorporated from John H. Rathbone, IV by deed dated May 6, 1993 and recorded in the Saratoga County Clerk's Office on May 7, 1993 in Book 1357 of Deeds at page 577.

8. **1995 PARILLO DEED (TAX MAP PARCEL 123.00-1-10).** Premises located in the Town of Greenfield, described in a Deed from Philip A. Frandino to Anthony J. Parillo acknowledged the 5th day of January, 1962 and recorded in the Saratoga County Clerk's Office on February 8, 1962 in Book 717 of Deeds at page 309, and therein described as follows:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Greenfield, County of Saratoga and State of New York, bounded and described as follows:

Description #2848

Campbell, Albert (School Dist. 6) Bd N by Fuller; S by Ballou; E by Spaulding; W by Medberry & Tobin. 152 acres.

BEING the same premises conveyed by Arthur I. Burnstead as the County Treasurer of the County of Saratoga, State of New York, for and on behalf of the said County to Philip A. Frandino by deed dated May 19, 1944, and recorded in the Saratoga County Clerk's Office on May 25, 1944 in Book 423 of Deeds at page 173.

The premises above described were previously shown on the Saratoga County Tax Map for the Town of Greenfield as Section 123, Block 1, Lot 10, stated thereon to contain 163.29 acres.

TOGETHER with the appurtenances and all the estate and rights in and to said premises.

BEING THE SAME PREMISES conveyed to Finch, Pruyn & Company Incorporated from Anthony J. Parillo by deed dated September 18, 1995 and recorded in the Saratoga County Clerk's Office on September 28, 1995 in Book 1420 of Deeds at page 710.

9. **1995 BENJAMIN DEED (TAX MAP PARCEL 123.00-1-7). ALL THAT CERTAIN PIECE OR PARCEL OF LAND**, situate, lying and being in the Town of Greenfield, County of Saratoga and State of New York, being in Lot No. 2 of Great Lot No. 13 of the XXI Allotment of the Patent of Kayaderosseras. Beginning at a stake or stones standing south of and near a birch tree which stands south of and near the highway leading from Mount Pleasant to Porters' Corners, and being the northwest corner of a lot of land formerly owned by Henry Whipple and runs thence north seventy-five degrees east seven chains and forty-eight links to a spruce stake, standing south of and near a large hemlock stump; thence north fourteen degrees, west twelve links to a point in the road; thence north sixty-five degrees east six chains and ten links to a stake driven on the north side of said road; thence north fourteen degrees, west thirty-one chains and fifty-eight links to a maple stake; thence south sixty-two and a half degrees west thirteen chains and ninety-one links to the place of beginning, containing forty acres of land be the same more or less.

BEING THE SAME PREMISES conveyed to Finch, Pruyn & Company, Incorporated from Frank E. Benjamin by deed dated November 15, 1995 and recorded in the Saratoga County Clerk's Office on November 30, 1995 in Book 1425 of Deeds at page 146.

SUBJECT TO a boundary line agreement between Finch, Pruyn & Co., Inc. and Thomas Gorthey dated May 3, 1982 and recorded in the Saratoga County Clerk's Office on August 23, 1982 in Book 1032 of Deeds at Page 560. (see Exhibit C, Schedule B, Item 19S(a) of aforesaid Correction/Confirmatory deed).

TOGETHER with property acquired by Finch, Pruyn & Company Incorporated in Boundary Agreement at Liber 1032 cp. 560.

10. **1998 EVANS AND ZHAO DEED (TAX MAP PARCEL 110.00-1-67 AND 110.00-1-68). ALL THAT CERTAIN PIECE OF LAND**, situate, lying and being in the Town of

Greenfield, County of Saratoga, and State of New York, being further bounded and described as follows, to wit:

BEGINNING at an iron bolt where the XXI Allotment, the XXII Allotment, and the XXIV Allotment of the Kayaderosseras Patent meet the southeast corner of the Sanders Patent; thence N. 54° 06' 20" E, along the north line of the XXII Allotment for 2669 feet, more or less, to an iron rod at the northwest corner of lands formerly of Chas. E. Earls (see Book 592 Page 400); thence S. 24° 56' 45" E, for 300.0 feet to a point; thence N. 54° 06' 20" E, for 600.0 feet to an iron rod at the southeast corner of lands formerly of Earls; thence S. 24° 57' 20" E, for 617.5 feet to a steel axle in the ground at the southeast corner of lands of Lucy Ballou (see Book 908 Page 561); thence N. 67° 20' 35" E, along the south line of lands of Ballou for 610 feet to an iron rod in the southwest bounds of Ormsbee Road, also known as Mulleville Road; thence S. 75° 48' 35" E, southeasterly along Ormsbee Road for 97.75 feet to an iron rod; thence S. 22° 58' 05" E, for 2137 feet, more or less, to a wood stake, thence N. 53° 02' E, for 1368 feet, more or less, to a point in the east bounds of Great Lot Two of the XXII Allotment of the Kayaderosseras Patent; thence S. 23° 39' 30" E, along the Great Lot line for 3138 feet, more or less, to an iron rod in the northwest corner of lands of James Lewis and Everett Howe; thence S. 23° 26' 30" E, still along the Great Lot line for 2443 feet, more or less, to the southeast corner of lands conveyed to Maxwell Towers by deed dated November 22, 1960, and recorded in Book 698 at Page 515; thence S. 54° 21' 15" W, along the south line of said lands formerly of Towers for 1390 feet, more or less, to the southwest corner of said lot; thence northerly along the west bounds of said lot the following three courses and distances: N. 23° 41' 15" W, for 410 feet; N. 23° 16' 35" W, for 184 feet to a wood stake; thence N. 23° 16' 35" W, for 1650 feet to a wood stake at the northeast corner of lands conveyed from Evans and Andrus to Lisle Fellowship, Inc., by deed dated February 4, 1977 and recorded in Book 970 of Deeds at Page 428; thence S. 53° 52' 40" W, along the north line of lands of Lisle Fellowship, Inc., for 1305.2 feet to a wood stake; thence N. 23° 10' 55" W, for 825 feet to the southeast corner of lands conveyed by Maxwell Towers to Gerard A. Pesez & Pierre L. Lorrain by deed dated December 19, 1955 (see Book 620 Page 280); thence S. 54° 40' 40" W, for 1321 feet to a wood stake at the southwest corner of said lot; thence N. 23° 29' 50" W, for 1359 feet to a wood stake at the southeast corner of lands formerly of Nathan Medbury (see Book 114 Page 188); thence S. 66° 32' 30" W, for 1353 feet to the southwest corner of said lot; thence S. 22° 49' 30" E, for 2803 feet, more or less, to a wood stake at the northeast corner of lands of Anthony Parillo; thence S. 66° 34' 40" W, for 533 feet to a wood stake at the northwest corner of Parillo; thence N. 22° 39' 50" W, for 2323 feet to the southeast corner of lands conveyed by Aldrich W. Perkins to Pesez & Lorrain by deed dated October 26, 1961 (see Book 716 Page 213); thence S. 61° 28' 20" W, along the south line of said lot for 1108 feet to the southwest corner of said lot thence N. 19° 56' 40" W, for 1060 feet, more or less, to a stone pile at the northwest corner of said lot; thence N. 60° 22' 25" E, for 550 feet to a stone pile at the southwest corner of lands formerly of Mabel A. Wadsley (see Book 430 Page 177); thence N. 22° 46' 40" W, for 3330 feet, more or less, to the north line of the XXI Allotment; thence N. 53° 49' E, for 1055 feet to the point and place of beginning. Containing 795.4 acres of land.

ALSO, an easement or right of way from the premises hereby conveyed to the Mulleyville Road to be used in common with others.

BEING, in part, a portion of the premises conveyed by Gerard A. Pesez and Pierre L. Lorrain to Griffith David Evans and Christopher Andrus by deed dated the 20th day of October 1972, and recorded in the Saratoga County Clerk's Office on the 15th day of November, 1972, in Book 919 of Deeds at Page 666.

BEING THE SAME PREMISES conveyed to Finch, Pruyn and Company, Incorporated from G. David Evans, also known as Griffith David Evans, and Qin Zhao by deed dated February 17, 1998 and recorded in the Saratoga County Clerk's Office on February 20, 1998 in Book 1482 of Deeds at page 383.

SUBJECT to and together with property acquired by Finch, Pruyn, and Company Inc. in a boundary agreement between Finch, Pruyn & Company, Incorporated and Christopher Andrus and Griffith David Evans dated the 14th of April, 1982, and recorded May 10, 1982 in the Saratoga County Clerk's Office in Book 1029 of Deeds at Page 498. (see Exhibit C. Schedule B, Item 16S(a) of aforesaid Correction/Confirmatory deed).

11. **1998 ANDRUS AND EVANS DEED (TAX MAP PARCEL 110.00-1-69). ALL THAT CERTAIN PIECE OR PARCEL OF LAND** situate, lying and being in the Town of Greenfield, County of Saratoga, and State of New York, being further bounded and described as follows, to wit:

BEGINNING at a point in the Kayaderosseras Patent on the line between the XXI Allotment and the XXII Allotment and in the north bounds of lands conveyed from Griffith Daniel Evens to Griffith David Evans by deed dated 13 August 1979 and recorded in Book 998 of Deeds at Page 369 in the Saratoga County Clerk's Office, and in the south bounds of lands of Finch, Pruyn & Company, Incorporated (Book 1482 Page 383), said point being distant 4102 feet south, more or less, from the north bounds of the XXII Allotment, running thence N. 66° 32' 30" E, along the south line of Finch, Pruyn & Co. for 1353 feet, more or less, to the northeast corner of lands of Evans; then S. 23° 29' 50" E. still along lands of Finch, Pruyn & Co. for 1359 feet, more or less, to lands of Christopher Andrus and Griffith David Evans (Book 919 Page 666); thence N. 54° 40' 40" E. along the south line of Finch, Pruyn & Co. for 1321 feet more or less, to a point; thence S. 23° 10' 55" E. for 826 feet more or less, to a point; thence S. 54° 40' 40" W. for 768 feet to a point; thence S. 23° 29' 50" E. for 825 feet to a point; thence N. 54° 40' 40" E. for 765 feet to lands of Lisle Fellowship, Inc.; thence the following two courses and distances along lands of Lisle Fellowship: S. 23° 17' 35" E. for 825 feet, more or less, to the southwest corner of Lisle Fellowship, Inc.; thence N. 53° 52' 30" E. for 1305 feet, more or less, to the southwest corner of lands of the Lisle Fellowship, Inc.; thence S. 23° 16' 35" E. along lands of Finch, Pruyn & Co. for 184 feet to a point; thence S 43° 38' 20" W. for 1383 feet, more or less, to lands of Alfred and Ann Whalen (Book 450 Page 144); thence the following three courses and distances along lands of said Whalen: N. 23° 17' 35" W. for 216 feet to an iron rod; thence S. 48° 58' 45" W. for 612.82

feet to an iron rod; thence S. 23° 52' 45" E. for 1957.73 feet to an iron rod on line, and continuing S. 23° 52' 45" E. for 24.7 feet to a corner in a gravel road (formerly a town road known as Plank Road); thence westerly along the center of the gravel road S. 86° 39' W. for 100 feet; thence along the old center of Plank Road, now relocated, the following four courses and distances: N. 89° 05' 15" W. for 194.3 feet to a point; thence S 70° 05' 45" W. for 170 feet to a point; thence N. 78° 10' 15" W. for 135 feet to a point; thence N 61° 59' 15" W. for 250.05 feet to a point in the east line of lands of International Paper Co., Inc.; thence N. 23° 29' 50" W. along said east line for 2937 feet, more or less, thence S. 66° 32' 55" W. along the north line of lands of International Paper Co., Inc. for 1384 feet, more or less, to the northwest corner of said International Paper Co. lot; thence N 22° 49' 30" W. for 2614 feet, more or less, to the point and place of beginning, containing 186.4 acres of land;

RESERVING a non-exclusive right-of-way providing means of ingress and egress to Plank Road for the benefit of a 14.2 acre lot currently owned by the Grantor and identified on the current Town of Greenfield tax rolls as Section 110, Block 1, Lot 47, being that parcel conveyed by Tax Sale Deed to G. Daniel Evans from Saratoga County, issued by Walter L. Allen, Treasurer under date of December 17th, 1959, a duplicate of which, dated January 8, 1981, and executed by Warren Saunders, Jr. as County Treasurer, was recorded on March 25, 1981 in the Saratoga County Clerk's Office in Book 1016 of Deeds at page 523, said right-of-way having the same width and following the same course as the right-of-way described in a deed, cited below, to Lisle Fellowship, Inc.

SUBJECT to a right-of-way conveyed by G. David Evans and Chris Andrus to Lisle Fellowship, Inc. on the 17th day of May, 1995, and recorded in Saratoga County Clerk's Office on the 7th day of July 1995, in Book 1414 of Deeds at Page 750. (See Exhibit C, Schedule B, Item 17S(a) of aforesaid Correction/Confirmatory Deed).

BEING THE SAME PREMISES conveyed to Finch, Pruyn and Company Incorporated from Chris Andrus, Laura Frances Evans and G. David Evans by deed dated October 8, 1998 and recorded in the Saratoga County Clerk's Office on October 13, 1998 in Book 1500 of Deeds at page 660.

12. 1999 EVANS DEED (TAX MAP PARCEL 110.00-1-47). A PARTIAL INTEREST IN ALL THAT CERTAIN PIECE OR PARCEL OF LAND situate, lying and being in the Town of Greenfield, County of Saratoga, and State of New York, being further bounded and described as follows, to wit:

BEGINNING at a point in the Kayaderosseras Patent, XXII Allotment, on the line dividing Great Lot 1 and Great Lot 2 said point being distant 6,590.2 feet south, more or less, along said division line from the north bounds of XXII Allotment, running thence the following three courses along lands of Finch, Pruyn and Company, Inc., S. 54° 40' 40" W. for 768 feet to a point; thence S. 23° 29' 50" E. for 825 feet to a point; thence N. 54° 40' 40" E. for 765 feet to lands of Lisle Fellowship, Inc.; thence N. 23° 17' 35" W. for 825 feet along the

western bounds of Lisle Fellowship, Inc. to the place of beginning, containing 14.2 acres of land, more or less.

BEING THE SAME PREMISES conveyed to Finch, Pruyn and Company. Incorporated from Laura Frances Evans and G. David Evans by deed dated May 7, 1999 and recorded in the Saratoga County Clerk's Office on May 26, 1999 in Book 1519 of Deeds at page 120.

- 13. 2002 BENJAMIN AND BARTH DEED (TAX MAP PARCEL 122.00-1-3). ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND** situate, lying and being in the Town of Greenfield, County of Saratoga and State of New York, described as follows:

Description #473
Mount Pleasant Lake Park
Map filed in County Clerk's Office
McFarland, Wilbur & Wf (Lot 18)

EASEMENTS AND RIGHTS CONVEYED

TOGETHER WITH the appurtenances and all the estate and rights in and to the premises.

BEING THE SAME PREMISES conveyed to Finch, Pruyn & Company, Inc. from Barry Benjamin, F. Everett Benjamin a/k/a Frank Everett Benjamin, Wayne Benjamin and Helen Barth by deed dated March 20, 2002 and recorded in the Saratoga County Clerk's Office on May 21, 2002 in Book 1612 of Deeds at page 506.

- 14. 2010 FINCH QUITCLAIM DEED. (TAX MAP PARCELS 123.00-1-2, 123.00-1-3, 123.00-1-4, AND A PORTION OF 122.00-1-29.)**

ALL THOSE PIECES, PARCELS OR TRACTS OF LAND situate, lying and being in the Town of Greenfield, County of Saratoga, and State of New York, described as follows:

Parcel 1.

Kayaderosseras Patent - 21ST Allotment, all that portion of Lot 13, bounded on the north and east by the center of the road leading from Porter Corners to Mount Pleasant, said road also being the southwest bounds of Parcel Four, as described in a conveyance from Hermine Nielsen and Dorothea Nielsen Ferrer to Finch Pruyn and Company, dated August 7, 1968, and recorded August 9, 1968 in Liber 835 page 176, bounded on the south by a parcel conveyed from John C. Lanzara to the John C. Lanzara Living Trust, dated June 7, 1996, and recorded June 11, 1996 in Liber 1437 page 308, bounded on the west by the west line of Lot 13, of the 21ST Allotment. Kayaderosseras Patent, said line also being the east bounds of a parcel conveyed by Mauler's Den Hunting Club a partnership, et al to Mauler's Den Hunting Club Inc. in a deed dated October 11, 1996, recorded on February 7, 1997 in Liber 1455 page 591, and bounded on the northwest by a portion of a 87.21 acre parcel described as part of Parcel One in the foresaid conveyance to Finch Pruyn and Company.

Intending to describe Saratoga County Tax parcel 123.00-1-2, as shown on Saratoga County Tax maps dated March, 2008.

Parcel 2.

Kayaderosseras Patent - 21ST Allotment, all that portion of Lot 13, bounded and described as follows:

Beginning at the southeast corner of a parcel conveyed from Ernest Carp to Nine Point Club Inc. in a deed dated April 21, 1942 and recorded April 23, 1942 in Liber 413 page 319; thence westerly along the south bounds of the Nine Point Club Inc to the southwest corner of said Nine Point Club Inc.; thence northerly, along the west bounds of said Nine Point Club Inc, to the northwest corner of said Nine Point Club Inc; to said northwest corner also lying in the south bounds of a 87.21 acre parcel described as a portion of Parcel One in a conveyance from Hermine Nielsen and Dorothea Nielsen Ferrer to Finch Pruyn and Company, dated August 7, 1968, and recorded August 9, 1968 in Liber 835 page 176; thence along the south bounds of said 87.21 acre parcel to the northeast corner of a parcel described as Parcel Four in aforesaid deed to Finch Pruyn and Company; thence southerly along the east bounds of said Parcel Four to the center of the road leading from Porter Corners to Mount Pleasant, said point also being the southeast corner of said Parcel Four; thence southeasterly along the center of said road and along the northerly bounds of a parcel conveyed from John C. Lanzara to the John C. Lanzara Living Trust, dated June 7, 1996, and recorded June 11, 1996 in Liber 1437 page 308 and also along the northerly bounds of a parcel conveyed from Judson Kilmer to Kevin M. DiGirolamo, in a deed dated September 7, 2005 and recorded October 25, 2005 in Liber 1736 page 123, to the northeast corner of said Kevin M. DiGirolamo; said point also lying in the westerly bounds of a parcel conveyed from Frank E. Benjamin to Finch Pruyn & Company Inc. in a deed dated November 15, 1995 and recorded on November 30, 1995 in Liber 1425 page 146; thence northerly along the west bounds of said Finch Pruyn & Company Inc. to the southeast corner of aforesaid Nine Point Club Inc and the point or place of beginning.

Intending to describe two Saratoga County Tax parcels, 123.00-1-3 and 123.00-1-4, as shown on Saratoga County Tax maps dated March, 2008.

Parcel 3.

Kayaderosseras Patent - 21ST Allotment, all that portion of Lot 13, bounded on the east by two parcels conveyed in a deed from Hermine Nielsen and Dorothea Nielsen Ferrer to Finch Pruyn and Company, dated August 7, 1968, and recorded August 9, 1968 in Liber 835 page 176, the southerly parcel being a 20 acre piece described as a portion of Parcel Six in foresaid deed, the northerly parcel being Parcel Five of foresaid deed; bounded on the north by Lot 1 of the Sanders Patent, which was appropriated by the State of New York, which appropriation was recorded in the Saratoga County Clerk's office on August 23, 1967; bounded on the west by a portion of a 87.21 acre parcel and a portion of a 112.79 acre parcel, both described as being Parcel One in the foresaid conveyance to Finch Pruyn and Company, and bounded on the south by a parcel conveyed from Ernest Carp to Nine Point Club Inc. in a deed dated April 21, 1942 and recorded

April 23, 1942 in Liber 413 page 319.

Intending to describe a narrow strip of land occupying the easterly portion of Saratoga County Tax parcel 122.00-1-29, as shown on Saratoga County Tax maps dated March, 2008.

AND BEING A PORTION OF THE PREMISES conveyed by Pruyn & Company, Incorporated f/k/a Finch, Pruyn & Company, Incorporated to The Nature Conservancy, Inc. by Quitclaim deed dated December 6, 2010 and recorded in the Saratoga County Clerk's Office on December 6, 2010 in Instrument No. 2010040052.

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,134 as Project: Saratoga 68. (Tax Map Parcel Nos. 110.00-1-43, 44, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 67, 68, 69; 122.00-1-3, 6, 9, 28, 29; 123.00-1-1, 2, 3, 4, 7, 10, 11, 19, 20, 21 and 22, as shown on said Compiled Map), for further reference.

SCHEDULE 4

"Sacandaga Block - Towns of Edinburg and Providence, Town Line Tract, Project: Saratoga 66B"

ALL THOSE CERTAIN PIECES, PARCEL OR TRACTS OF LAND, situate, lying and being in the Towns of Edinburg and Providence, County of Saratoga and State of New York, described as follows:

ALL THAT PART OF THE FOLLOWING DESCRIBED PARCEL LYING NORTH AND WEST OF THE ADIRONDACK PARK "BLUE LINE":

1. **1966 MORRIS DEED(TOWN OF EDINBURG TAX MAP PARCEL 109.00-1-9 AND A SMALL TRIANGULAR PORTION TOWN OF PROVIDENCE TAX MAP PARCEL 109.00-1-3, IN LOT 52, ADJACENT TO THE TOWN LINE).**

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate, lying and being in the Town of Edinburg, (For clarification purposes only: also being partially located in the Town of Providence), County of Saratoga and State of New York, being a part of Lot No. Fifty-two (52) of John Glen and 44 Others Patent, and being that part of said lot lying West of the Fox Hill Road, so-called, in the said Town of Edinburg and the Town of Providence, containing 50 acres, more or less.

BEING THE SAME PREMISES conveyed to Finch, Pruyn and Company, Incorporated from Herbert A. Morris and John F. Morris by deed dated June 6, 1966 and recorded in the Saratoga County Clerk's Office on June 21, 1966 in Book 791 of Deeds at page 90.

1a. 2010 FINCH QUITCLAIM DEED.

ALL THAT PIECE, PARCEL OR TRACT OF LAND situate, lying and being in the Town of Edinburg, County of Saratoga and State of New York, described as follows:

John Glen and 44 Others Patent - all that portion of Lot 53, bounded on the northwest by Lot 52, on the east by lands of conveyed to William R. Reid in Liber 1342 page 215, and on the south by the town line between Edinburg on the north and Providence on the south.

Intending to describe a portion of Saratoga County Tax parcel 109.00-1-9 as shown on Saratoga County Tax maps dated March, 2008.

AND BEING A PORTION OF THE PREMISES conveyed by Pruyn & Company, Incorporated f/k/a Finch, Pruyn & Company, Incorporated to The Nature Conservancy, Inc. by Quitclaim deed dated December 6, 2010 and recorded in the Saratoga County Clerk's Office on December 6, 2010 in Instrument No. 2010040052.

2. PORTIONS OF THE 1966 FEULNER DEED

(EASTERLY PORTION OF TOWN OF PROVIDENCE TAX MAP PARCEL 109.00-1-2) **ALL THAT TRACT OR PARCEL OF LAND** situate, lying and being in the Town of Edinburg and Town of Providence, County of Saratoga and State of New York, bounded and described as follows:

SECOND DESCRIBED PARCEL (1966 FEULNER DEED)

BEGINNING at a stake and stones in the southeast corner of a tract of land conveyed by Chauncey Miller and Chauncey Copley, trustees of the Shakers, to Warren Dake; thence north fourteen chains to a stake and stones; thence south sixty degrees west twenty-four chains and seventy-six links to a stake and stones near a large rock; thence south fourteen chains to an ash tree standing near a creek; thence north sixty degrees east twenty-four chains and seventy-six links to the place of beginning. Containing thirty acres of land, be the same more or less.

(TOWN OF EDINBURG TAX MAP PARCEL 109.00-1-12) **ALSO, ALL THAT TRACT OR PARCEL OF LAND** situate, lying and being in the Town of Edinburg, County of Saratoga and State of New York, bounded and described as follows:

BEGINNING at a stake and stones in the northeast corner of Lot No. 58, Patent of John Glen and 44 Others, thence south fifty chains to a stake and stones in the east bounds of Lot No. 57, thence south sixty degrees west forty-seven chains to a spruce stump, thence north

fifty chains to a spruce tree, thence north sixty degrees, east forty-seven chains to the place of beginning. Containing two hundred and three and one-half acres of land (203½) be the same more or less, which lot above described is known as the Martin Lot and is bounded on the north by lands of Charles Sumner, east by lands of Warren Wright, on the south by lands of William Feulner, deceased, and on the west by premises owned by Kilmer and Dake.

EXCEPTING AND RESERVING, however, from the above described premises ten acres of land formerly owned by John Feulner, deceased, thirty acres formerly owned by William Feulner, deceased, and also thirty-eight (38) acres of land formerly owned by the said William Feulner, deceased.

(For clarification purposes only: **FURTHER EXCEPTING AND RESERVING** from the above described premises, that portion of Saratoga County Real Property Tax Map Parcel 109.00-1-14 (being a parcel of land 132.0 feet by 165.0 feet) further identified as parcel two in a deed from Walter Hayes to Steven W. Hayes, dated November 26, 1990 and recorded in the Saratoga County Clerk's office on November 27, 1990 in Book 1300 of Deeds at Page 804, and being shown on the hereinafter described Compiled Map.)

(TOWN OF PROVIDENCE TAX MAP PARCEL 122.00-1-46) **ALSO, ALL THAT TRACT OR PARCEL OF LAND** situate, lying and being in the Town of Providence, County of Saratoga and State of New York, bounded and described as follows:

BEGINNING at the northeast corner of Lot 56 at the Corners of 57-52-53 of said Patent, thence south 31 chains along the lands formerly owned by Wilsey and Webb to the northeast corner of Lot 55, thence along the north bounds of Lot 55 forty-eight chains to the center of the south line of said Lot 56, thence north 31 chains to the south line of Lot 57, thence along the south bounds of said Lot 57 forty-eight chains to the place of beginning. Containing one hundred and twenty-five (125) acres of land, be the same more or less.

ALSO, ALL THAT TRACT, OR PARCEL OF LAND situate, lying and being in the Town of Providence, County of Saratoga and State of New York, being the southwest corner of the east one-half part of Lot Number 57 in the John Glen and 44 Others Patent, bounded and described as follows:

(TOWN OF PROVIDENCE TAX MAP PARCEL 109.00-1-1 AND THE WESTERLY PORTION OF TAX MAP PARCEL 109.00-1-2) **BEGINNING** at the northwest corner of a tract of 30 acres conveyed to William Feulner by John Feulner, May 21st, 1895, which point is a stake and stones near a large rock, thence south 61 degrees west 1000 feet to a beech tree, thence west 432 feet to the west line of Jones, Kilmer and Dake's lands, thence south 1550 feet to a birch tree and the southwest corner of a tract of land sold by Warren Dake to Barbara Feulner, thence north 61 degrees east 24 chains to the southwest corner of the above-mentioned 30 acres, thence north 14 chains to the place of beginning. Containing thirty-eight (38) acres of land, be the same more or less.

(NORTHERLY PORTION OF TOWN OF PROVIDENCE TAX MAP PARCEL 122.00-1-4) ALSO, ALL THAT TRACT OF PARCEL OF LAND situate, lying and being in the Town of Providence, County of Saratoga and State of New York, being in the John Glen and 44 Others Patent and is part of a tract of land formerly owned by the Society of Shakers, bounded and described as follows:

BEGINNING at the southeast corner of John Feulner's lands next to the lands of Joseph Dupins and running thence south along said Dupin's lands to the lands of Chauncey Kilmer; thence south 61 degrees west along said Kilmer's lands to the north and south line dividing Lots No. 55-56, 57-58 in the center part thereof and at the northwest corner of said Kilmer's land; thence north to the lands of Barbara Feulner; thence north 61 degrees east along said Barbara Feulner's land and lands of said John Feulner to the place of beginning. Containing thirty (30) acres of land be the same more or less.

THIRD DESCRIBED PARCEL (1966 FEULNER DEED)

(TOWN OF PROVIDENCE TAX MAP PARCEL 122.00-1-28) ALL THAT TRACT OR PARCEL OF LAND situate, lying and being in the Town of Providence, County of Saratoga and State of New York, being the westerly part of lots fifty-five and fifty-six in the John Glen and 44 Others Patent, bounded and described as follows:

BEGINNING at a point in the middle of the south line of said Lot No. 55, runs thence S. 61-00 W. 48 chains to a hemlock tree, Thence North 54 chains and 50 links to the lands of Jones, Kilmer & Dake; Thence N. 61-00 E. 48 chains, Thence South 54 chains and 50 links to the place of beginning. Containing 225 acres of land be the same more or less.

(SOUTHERLY PORTION OF TOWN OF PROVIDENCE TAX MAP PARCEL 122.00-1-4) ALSO, ALL THAT TRACT OR PARCEL OF LAND situate, lying and being in the Town of Providence, County of Saratoga and State of New York, being the southeast half part of lot fifty-five in the John Glen and 44 Others Patent, bounded and described as follows: On the south by the Kniffen lot and lands of Oscar Jones, W. Kavanaugh and Warren Dake, West by the lands of last hereinbefore described, North by the lands of the heirs of Jedediah Kilmer deceased or J. E. Johnston, Irene Kilmer and John McNutt, East by lands of Wilsey & Webb. Containing 60 acres of land, be the same more or less.

FOURTH DESCRIBED PARCEL (1966 FEULNER DEED)

(TOWN OF PROVIDENCE TAX MAP PARCEL 109.00-1-3) ALL THAT TRACT OR PARCEL OF LAND situate, lying and being in the Town of Providence, County of Saratoga and State of New York, bounded and described as follows:

DUPRISO, JOSEPH (Feulner Road)
Bd. North by Town Line; East
by Vedder Realty Company; South

by Feulner Creek, West by Feulner
70 acres.
Town of Providence.

FIFTH DESCRIBED PARCEL (1966 FEULNER DEED)

ALL THAT TRACT OR PARCEL OF LAND situate, lying and being in the Town of Providence, County of Saratoga and State of New York, bounded and described as follows:

Desc. #3269
Humes, David Bd. N by Feulner; S by Feulner;
E by Great Lot Line; W by Lot 55 Glen N. Pat.
10 acres

BEING PORTIONS OF THE PREMISES conveyed to Finch Pruyn and Company, Incorporated from Frederick W. Feulner and Evelyn L. Feulner by deed dated August 26, 1966 and recorded in the Saratoga County Clerk's Office on August 26, 1966 in Book 795 of Deeds at page 183.

TOGETHER WITH rights-of-way exchanged by quit claim between Finch, Pruyn & Company, Inc and Glen and Barbara J. Bold (Town of Providence Tax Map Parcel 122.00-1-5) by deed dated December 12, 1987 and recorded in the Saratoga County Clerk's Office on February 25, 1988 in Book 1227 of Deeds at Page 288 described as follows:

In consideration of the mutual covenants herein contained, the parties agree:

1. The party of the first part releases and quit claims to the parties of the second part their heirs and assigns, a right-of-way for all purposes extending from the northerly boundary of lands of the party of the first part located in Lot Number 52 of the John Glen and 44 Others Patent, in the Town of Edinburg, Saratoga County, New York, described in deed from Alice Springer Varney, individually and as executrix of George R. Varney to the parties of the second part, dated December 21, 1978, and recorded in the Saratoga County Clerk's Office on December 19, 1978, in Book 990 of Deeds at page 498, and connecting said premises with the public highway known as Fox Hill Road. Said right-of-way to follow the existing road as now used across premises of the party of the first part in Lots 56 and 57 of the John Glen and 44 Others Patent in the Towns of Providence and Edinburg, Saratoga County, New York. Said Premises being described in deed from Frederick W. Feulner and Evelyn L. Feulner, his wife, to Finch, Pruyn & Company, Incorporated dated August 26, 1966, recorded in the Saratoga County Clerk's Office on August 26, 1966, in Book 795 of Deeds at page 183.

2. The parties of the second part hereby release and quit claim unto the party of the first part its successors and assigns, a right-of-way for all purposes extending from the southerly bounds of the lands of the party of the first part, from the point thereon where the above-described roadway leading to Fox Hill Road, crosses the boundary between the

premises of the parties hereto, on the division line between Lots 55 & 56 of said patent, and extending southerly across the premises of the parties of the second part, described in said deed recorded in Book 990 of Deeds at page 498, to other lands of the party of the first part, by way of the existing road.

3. Each party shall have the right to ditch, drain, excavate, fill and otherwise improve and maintain all portions of said road crossing the premises of the other, to accommodate their needs and the use of said road, to a width for traveling of 25 feet, plus ditches. Said right to include the cutting and removal of such trees and brush as may be requisite.

4. Each grant herein shall include the appurtenances and the grantees receiving same shall hold the premises granted for themselves, their heirs, successors, representatives, and assigns forever.

See Exhibit C, Schedule B, Item 14S(a) of aforesaid Correction/Confirmatory deed.

SUBJECT to an access right-of-way for timber management and recreational purposes conveyed by Finch, Pruyn & Company, Incorporated to Thomas Gorthey on the 30th day of August, 1995, and recorded in Saratoga County Clerk's Office on the 21st day of October 1982, in Book 1034 of Deeds at Page 370. (see Exhibit C, Schedule B, Item 14S(b) of aforesaid Correction/Confirmatory deed).

3. 1967 MORRIS DEED

(TOWN OF EDINBURG TAX MAP PARCEL 109.00-1-7)

ALL THAT PIECE OR PARCEL OF LAND situate, lying and being in the Town of Edinburg, County of Saratoga and State of New York, being a part of Lot 51 of the John Glen and 44 Others Patent, bounded and described as follows: **BEGINNING** at a point marking the southwest corner of Lot 51 of the John Glen and 44 Others Patent and running thence northerly along the westerly line of said Lot 51 to the southerly line of lands now owned by Ralph Jones and Beatrice Jones, running thence easterly along the southerly line of said Ralph Jones and Beatrice Jones to a point 100 feet westerly of the westerly side of the Fox Hill Road, so-called; running thence southerly and at all times 100 feet distant from the westerly side of said Fox Hill Road to a point in the center of Jones Creek, so-called; running thence easterly along the center of said Jones Creek to a point on the westerly side of said Fox Hill Road; running thence southerly along the westerly side of Fox Hill Road to a point where the same intersects the southerly line of said Lot 51; and running thence westerly along the southerly line of said Lot 51 to the point and place of beginning. Containing 6 acres of land more or less.

BEING THE SAME PREMISES conveyed to Finch, Pruyn and Company, Incorporated from Herbert A. Morris and John F. Morris by deed dated January 4, 1967 and recorded in the Saratoga County Clerk's Office on January 9, 1967 in Book 802 of Deeds at page 258.

SUBJECT to a right of way known as Feulner Lot Road & Feulner Lot Road Extension, a private road reserved in the conveyance from The Nature Conservancy, Inc. to Upper Hudson Woodlands ATP, LP by deed dated March 27, 2009 and recorded in the Saratoga County Clerk's Office on March 31, 2009 in Instrument No. 2009010213. For a more complete description and map of said Feulner Lot Road & Feulner Lot Road Extension ROW see Exhibit B2 of said deed.

4. 2010 FINCH QUITCLAIM DEED.

ALL THAT PIECE, PARCEL OR TRACT OF LAND situate, lying and being in the Town of Edinburg and Providence, County of Saratoga and State of New York, described as follows:

John Glen and 44 Others Patent – all that easterly portion of Lots 57 and 58, bounded on the north by Lot 59, bounded on the east by Lots 51 and 52, bounded on the south by Lot 56, and bounded on the west by that portion of Lot 57 and 58 conveyed to the City of Amsterdam in Liber 406 page 369.

Excepting from the above described parcel that portion of Lot 58 conveyed from Walter Hays to Steven W. Hayes, in a deed dated November 26, 1990 and recorded November 27, 1990 in Liber 1300 page 804.

Intending to describe Saratoga County Tax parcel 109.00-1-12 in the Town of Edinburg, and Tax parcels 109.00-1-1 and 109.00-1-2 in the Town of Providence, as shown on Saratoga County Tax maps dated March, 2008.

AND BEING A PORTION OF THE PREMISES conveyed by Pruyn & Company, Incorporated f/k/a Finch, Pruyn & Company, Incorporated to The Nature Conservancy, Inc. by Quitclaim deed dated December 6, 2010 and recorded in the Saratoga County Clerk's Office on December 6, 2010 in Instrument No. 2010040052.

COMPILED MAP

See the aforementioned New York State Department of Environmental Conservation Map No. 12,137 as Project: Saratoga 66B (Edinburg Tax Map Parcel Nos 109.00-1-7, 109.00-1-9 and 109.00-1-12 and Providence Tax Map Parcel Nos. 109.00-1-1, 109.00-1-2, 109.00-1-3, 122.00-1-4, 122.00-1-28 and 122.00-1-46, as shown on said Compiled Map), for further reference.

BOOK 252 PAGE 677

SCHEDULE B: This Conservation Easement is subject to the following Encumbrances of the Protected Property including the existing leases on the date of this grant.

SCHEDULE B

This Conservation Easement is subject to the following encumbrances of the Protected Property including the existing leases on the date of this grant.

GENERAL ENCUMBRANCES

- 1G. Intentionally omitted.
- 2G. Intentionally omitted.
- 3G. Intentionally omitted.
- 4G. Subject to whatever facts an accurate survey would disclose.
- 5G. Intentionally omitted.
- 6G. Intentionally omitted.
- 7G. Intentionally omitted.
- 8G. Rights of upper and lower riparian owners, if any, in and to the use of the streams and rivers that may be located on the lands described in Schedule A.
- 9G. intentionally omitted.
- 10G. Intentionally omitted.
- 11G. Intentionally omitted.
- 12G. Intentionally omitted.
- 13G. Memorandum of Agreement between Finch Paper LLC and Upper Hudson Woodlands ATP, LP dated 3-27-09, recorded 3-30-09 in Liber 1602, page 1, of the Essex County Clerk's Office; recorded 3-31-09 at Liber 247, page 1, of the Hamilton County Clerk's Office; at Liber 3740, page 1, of the Warren County Clerk's Office; in Liber 2670, page 1, of the Washington County Clerk's Office; at Instrument #2009-010214 of the Saratoga County Clerk's Office; and at Liber 1122, page 1, of the Fulton County Clerk's Office as modified by First Amendment to Fiber Supply Agreement recorded in the Essex County Clerk's Office at Liber 1631, page 25; in the Hamilton County Clerk's Office at Liber 249, page 952; in the Warren County Clerk's Office at Liber 3968, page 137; in the Washington County Clerk's Office at Liber 2803, page 188; in the Saratoga County Clerk's Office at Instrument #2010-005713; and in the Fulton County

Clerk's Office at Liber 1140, page 214. A copy of the Fiber Supply Agreement which is part of a Memorandum of Agreement dated 12-15-09, recorded in the Essex County Clerk's Office at Liber 1631, page 31; in the Hamilton County Clerk's Office at Liber 249, page 959; in the Warren County Clerk's Office at Liber 3968, page 142; in the Washington County Clerk's Office at Liber 2803, page 194; in the Saratoga County Clerk's Office at Instrument #2010-005714; and in the Fulton County Clerk's Office at Liber 1140, page 220.

14G. Intentionally omitted.

15G. Memorandum of Right of First Offer between The Nature Conservancy, Inc. and Upper Hudson Woodlands ATP, LP dated 3-27-09, recorded 3-30-09 in Liber 1604, page 1, of the Essex County Clerk's Office; recorded 3-31-09 in Liber 247, page 678, of the Hamilton County Clerk's Office; in Liber 3742, page 1, of the Warren County Clerk's Office; in Liber 2671, page 1, of the Washington County Clerk's Office; in Instrument #2009-010216 of the Saratoga County Clerk's Office; and at Liber 1123, page 1, of the Fulton County Clerk's Office.

16G. Intentionally omitted.

17G. Intentionally omitted.

18G. Intentionally omitted.

19G. Intentionally omitted.

20G. Intentionally omitted.

21G. Prescriptive rights, easements and rights of way, in existence on the date of the grant of this conservation easement which may exist by operation of law or are determined to exist by a court of competent jurisdiction for 1) existing roads (public or private); 2) railroads; and 3) public utility lines running through, over or across the Protected Property. Grantor shall use its reasonable good faith efforts to provide Grantee with written notice of any written claim received by Grantor asserting such prescriptive right, easement or right of way against the Protected Property.

22G. For information purposes: cut and haul contracts set to expire on or before 12/31/10.

23G. New York Real Property Tax Law Section 480 or Section 480-a: Documentation evidencing the enrollment of all or any portion of the property in a forest tax law program pursuant to New York Real Property Tax Law Section 480 or Section 480-a.

24G. Reservations of rights of way and all encumbrances referenced in Schedule A, but not referenced in this Schedule B.

HIGH PEAKS EXCEPTIONS FROM COVERAGE (H)

ESSEX COUNTY EXCEPTIONS

- 1H. Intentionally omitted.
- 2H. Rights of the Federal Government to enter upon and take possession without compensation of lands now or formerly below the high water of the Goodnow Flow River and Opalescent River.
- 3H. Twenty three (23) parcels of land and nineteen (19) permanent easements for the construction, repair and maintenance of drainage ditches along Tahawus-Schroon Lake Road, County Rte 2 to Essex County recorded in Book 725 cp. 66. (Essex 461B)
- 4H. Notices of Appropriation for highway purposes by NYS recorded in Book 354 cp. 221, Book 370 cp. 379 and 382, and Book 354 cp. 447. (Essex 464B)
- 5H. Deeds to the County of Essex for highway purposes recorded in Book 146 cp. 444, Book 146 cp. 447, Book 146 cp. 448, Book 146 cp. 450, and Book 366 cp. 361. (Essex 462B)
- 6H. **TOWN OF NEWCOMB** **TAX MAP NO. 110.00-1-12.12**
Project: Essex 458B **MacIntyre Works Tract**
- (a) Intentionally omitted.
- (b) Perpetual easement for railroad purposes in Declaration of Taking by USA recorded in Book 236 cp. 474.
- (c) A right of way recorded in Book 1427 cp. 237.
- (d) Intentionally omitted.
- (e) Intentionally omitted.
- (f) APA permit at Liber 63 p. 170.
- (g) APA permit at Liber 78 p. 183.
- (h) Intentionally omitted.
- 7H. **TOWN OF NEWCOMB** **TAX MAP NO. 101.00-4-1.12**
(formerly 111.00-3-11)
- (a) Intentionally omitted.

- (b) Perpetual easement for railroad purposes in Declaration of Taking by USA recorded in Book 236 cp. 474.
- (c) Intentionally omitted.
- (d) APA permit at Liber 78 p. 183.

8H. **TOWN OF NEWCOMB** **TAX MAP NO. 101.00-4-1.12**
(formerly 101.00-4-1.1)

- (a) Intentionally omitted.
- (b) Perpetual easement for railroad purposes in Declaration of Taking by USA recorded in Book 236 cp. 474.
- (c) Intentionally omitted.
- (d) APA permit at Liber 63 p. 170.
- (e) Intentionally omitted.
- (f) APA permit at Liber 78 p. 183.

9H. Intentionally omitted.

10H. **TOWN OF NORTH HUDSON** **TAX MAP NO. 124.00-2-1.025 (a portion of), 112.04-2-20 AND 112.04-2-22**
Project: Essex 460B **BOREAS POND TRACT**

- (a) Intentionally omitted.
- (b) Intentionally omitted.
- (c) APA permit at Liber 63 p. 170.
- (d) Hoffman Notch Trail at Liber 483 cp. 505.
- (e) Possible encroachment into tax lot 124-2-1.025 of a pasture on the south side of the Branch River in Township 44 of Totten and Crossfield's is subject to whatever facts an accurate survey would disclose.

11H. **TOWN OF NORTH HUDSON** **TAX MAP NO. 114.03-2-10.005,**
114.03-2-8.003, 125.01-1-4,
113.04-2-11, 113.20-1-27 AND
124.00-2-1.025 (a portion of)

Project: Essex 461B

BLUE RIDGE ROAD TRACT

- (a) Utility easement to Niagara Mohawk & Verizon of New York recorded in Book 1486 cp. 219.
- (b) APA permit at Liber 32 p. 240.

12H. TOWN OF MINERVA

**TAX MAP NO. 119.00-2-2.009 AND
130.00-1-1.2**

Project: Essex 462B

CHAIN LAKES TRACT

- (a) APA permit at Liber 78 p. 201.
- (b) APA permit at Liber 78 p. 250.

13H. TOWN OF NEWCOMB

TAX MAP NO. 120.00-1-1.2

- (a) Intentionally omitted.
- (b) Easement to the Town of Newcomb for an access road, power lines and installation of television tower recorded in Book 747 cp. 22.
- (c) Utility easement to New York State Electric & Gas Corporation recorded in Book 563 cp. 58 and Book 1372 cp. 248.
- (d) Intentionally omitted.
- (e) Intentionally omitted.
- (f) Intentionally omitted.
- (g) Right of way to Allen recorded in Book 168 cp. 174.
- (h) Right of Way to Anderson recorded in Book 148 cp. 202.
- (i) Right of Way to Sunset Corporation recorded in Book 249 cp. 203.
- (j) Right of Way to Allen & Parrish recorded in Book 397 cp. 161.
- (k) Reservation of telephone line easement in deed recorded in Book 397 cp. 158.
- (l) Rights to use gravel from four existing gravel pits granted to the Town of Newcomb recorded in Book 347 cp. 355.
- (m) Agreement to amend right of way from Anderson recorded in Book 251 cp.

253.

- (n) APA permit at Liber 57 p. 225.
- (o) APA permit at Liber 77 p. 149.
- (p) APA permit at Liber 78 p. 201.
- (q) APA permit at Liber 78 p. 250.
- (r) APA permit at Liber 19 p. 169.
- (s) APA permit at Liber 21 p. 95.

14H. **TOWN OF NEWCOMB**
Project: Essex 464B

TAX MAP NO. 121.00-5-2.2
Hudson River Hyslop Tract

- (a) Utility easement to New York State Electric & Gas recorded in Book 285 cp. 72.
- (b) Utility easement to New York State Electric & Gas and General Telephone Company of Upstate New York recorded in Book 380 cp. 88.
- (c) Intentionally omitted.
- (d) Intentionally omitted.
- (e) Intentionally omitted.
- (f) Intentionally omitted.

HAMILTON COUNTY EXCEPTIONS

HIGH PEAKS BLOCK EXCEPTIONS FROM COVERAGE (H)

15H. **TOWN OF LONG LAKE**
Project: Hamilton 314

TAX MAP NO. 26.00-1-5.12 AND 26.00-1-6.1
Township 20 Tract

- (a) Notices of Appropriation for Highway purposes by the State of New York recorded in Hamilton County in Book 118 cp. 1 and Book 120 cp. 116.
- (b) Utility easement to New York State Electric & Gas and General Telephone Company of Upstate New York recorded in Book 116 cp. 286.
- (c) Utility easement to General Telephone Co. Recorded in Book 124 cp. 209.

- (d) Driveway and utility easement to Keegan & Burnett recorded in Book 215 cp. 434.
- (e) Assignment of easements from Contel of New York, Inc. to Citizens Telecommunications Company of New York, Inc. at Liber 209 cp. 587.

16H. **TOWN OF INDIAN LAKE** **TAX MAP NO. 39-1-1.111**
Project: Hamilton 315 **Township 19 Tract**

- (a) Utility Easements to New York State Electric & Gas Corporation recorded in Book 99 cp. 79; Book 181 cp. 461; Book 188 cp. 311; Book 198 cp. 649; Book 199 cp. 239; Book 204 cp. 65; Book 228 cp. 716 and Book 234 cp. 551.
- (b) Intentionally omitted.
- (c) Notices of Appropriation for Highway purposes by People of the State of New York recorded in Book 183 cp. 320; Book 180 cp. 155; Book 180 cp. 156; Book 180 cp. 157; Book 180 cp. 158.
- (d) Easement for access and utilities to United States of America recorded in Book 108 cp. 176.
- (e) Highway conveyance to County of Hamilton recorded in Book 65 cp. 466.
- (f) APA Permit 95-169A recorded in Book 6 APA cp. 215 and 95-169 recorded at Liber 4 cp. 141.
- (g) Easement to People of the State of New York recorded in Book 148 cp. 354.
- (h) Easement to People of the State of New York recorded in Book 148 cp. 358.
- (i) APA permit at Liber 7 p. 356.
- (j) APA permit at Liber 7 p. 510.
- (k) Assignment of easements from Contel of New York, Inc. to Citizens Telecommunications Company of New York, Inc. at Liber 209 cp. 587.

17H. **TOWN OF INDIAN LAKE** **TAX MAP NO. 33-1-11**
Project: Hamilton 315 **Township 19 Tract**

- (a) Lease Agreement with Dunn Brook Mountain Recreationists, Inc. dated March 31, 1999 recorded in Book 219 cp. 144 as modified by Amendment of Lease and Splitting Agreement dated 3-10-09, recorded 3-19-09 at Liber 246 cp. 694 as assigned by Assignment and Assumption Agreement between The Nature Conservancy, Inc. and Upper Hudson Woodlands ATP, LP dated 3-27-09, recorded 3-31-09 at Liber 247 cp. 691.
- (b) APA permit at Liber 7 p. 510.

18H. **TOWN OF INDIAN LAKE**
Project: Hamilton 315

TAX MAP NO. 40-1-2
Township 19 Tract

- (a) Judgment by Consent in action Finch, Pruyn & Company Incorporated vs. State of New York, Index No. 79638, Hamilton County, Book 3 of Judgments cp. 417.
- (b) Lease Agreement with Dunn Brook Mountain Recreationists, Inc. dated March 31, 1999 recorded in Book 219 cp. 144 as amended by Amendment of Lease and Splitting Agreement dated 3-10-09, recorded 3-19-09 at Liber 246 cp. 694 as assigned by Assignment and Assumption Agreement between The Nature Conservancy, Inc. and Upper Hudson Woodlands ATP, LP dated 3-27-09, recorded 3-31-09 at Liber 247 cp. 691.
- (c) Easement for access and utilities to United States of America recorded in Book 108 cp. 176.
- (d) Easement to People of the State of New York recorded in Book 148 cp. 354.
- (e) APA Permit at Liber 2 of APA Permits at page 804.
- (f) APA permit at Liber 7p. 510.

19H. **TOWN OF INDIAN LAKE**
Project: Hamilton 316

TAX MAP NO. 39.020-1-2
Blue Mountain Tract

- (a) APA permit at Liber 7 p. 510.

INDIAN LAKE BLOCK EXCEPTIONS FROM COVERAGE (IN)

11N. **TOWN OF INDIAN LAKE**
Project: Hamilton 318B

TAX MAP NO. 55.014-1-2.2
Township 33 Tract

- (a) Adirondack Park Agency Permit 96-308 recorded in Book 4 of APA Permits at cp. 372.

2IN. **TOWN OF INDIAN LAKE** **TAX MAP NO. 55-1-1.1**
Project: Hamilton 318B **Township 33 Tract**

- (a) Intentionally omitted.

3IN. **TOWN OF INDIAN LAKE** **TAX MAP NO. 55.013-1-47**
Project: Hamilton 318B **Township 33 Tract**

- (a) Declaration of Covenants and Restrictions recorded in Book 209 cp. 672.
 (b) APA Permit filed in 3 APA page 841.

4IN. **TOWN OF INDIAN LAKE** **TAX MAP NO. 64.00-1-1.1**
Project: Hamilton 318B **Township 33 Tract**

- (a) Intentionally omitted.
 (b) Intentionally omitted.

5IN. **TOWN OF INDIAN LAKE** **TAX MAP NO. 064-1-2**
Project: Hamilton 318B **Township 33 Tract**

- (a) APA permit at Liber 3 of APA permits at page 982.

6IN. Intentionally omitted.

7IN. **TOWN OF INDIAN LAKE** **TAX MAP NO. 66.00-4-1**
Project: Hamilton 323B **Good Luck Tract**

- (a) Highway Appropriations at Liber 61 p. 232.
 (b) Easements to cut and trim trees and for access granted to Niagara Mohawk Power Corporation at Liber 109 cp. 28.
 (c) Appropriations at Liber 122 cp. 151 (Parcels 89, 90, 91 are fee and Parcels 92, 93, 94 are permanent easements), Liber 124 cp. 417 (Parcel 171 is a permanent easement).

LAKE GEORGE BLOCK EXCEPTIONS FROM COVERAGE (L)

SARATOGA COUNTY EXCEPTIONS

- 1L. TOWN OF DAY TAX MAP NO. 32.00-1-15
Project: Saratoga 62 Sacandaga Tract
- NONE
- 2L. TOWN OF DAY TAX MAP NO. 43.06-2-24
Project: Saratoga 62 Sacandaga Tract
- NONE

WARREN COUNTY EXCEPTIONS

- 3L. TOWN OF JOHNSBURG TAX MAP NO. 135.00-1-1.1 AND
Project: Warren 199 135.00-1-32
Route 28 Tract
- (a) Utility easement to General Telephone Company of Upstate New York recorded in Book 389 cp. 506.
- (b) No title is insured to any land lying below the high water line of **Hudson River** as the same now exists or formerly existed.
- (c) Except the right of the United States Government and the State of New York, through their various departments or agencies, to regulate the use of land under water, piers, wharves, docks or other property adjacent thereto without compensation to the owner. (Affects Hudson River)
- 4L. TOWN OF CHESTER TAX MAP NO. 033.00-2-21
Project: Warren 201 Igerna Tract
- (a) Compiled maps set forth in Schedule "A" reveal that this parcel does not abut any public street, road or highway, however, this shall not prohibit Grantee to access the parcel for purposes of asserting its rights under the Conservation Easement by any legal access that may exist..
- 5L. TOWN OF CHESTER TAX MAP NO. 051.00-1-1
Project: Warren 201 Igerna Tract
- (a) Compiled maps set forth in Schedule "A" reveal that this parcel does not abut any public street, road or highway, however, this shall not prohibit Grantee to access the parcel for purposes of asserting its rights under the Conservation Easement by any legal access that may exist..
- (b) Intentionally omitted.

6L. TOWN OF CHESTER TAX MAP NO. 152.00-1-41
Project: Warren 204 Potter Brook Road Tract

NONE

7L. TOWN OF STONY CREEK TAX MAP NO. 234.00-2-1 (FOR
Project: Warren 205 INFORMATION ONLY)
Hilderbrant Road Tract

(a) The location of the exception at Liber 124 cp. 104 to be determined as no exception appears on the tax map. This excepted parcel cannot be located by its description.

8L. TOWN OF STONY CREEK TAX MAP NO. 234.00-3-5
TOWN OF THURMAN TAX MAP NO. 234.00-1-16 AND
Project: Warren 205 234.00-1-17 Thurman
Hilderbrant Road Tract

(a) Permanent Easement for a Truck Turn-A-Round granted to Town of Thurman by Easement dated 6-6-03 and unrecorded.

9L. TOWN OF STONY CREEK TAX MAP NO. 247.00-1-5.1
Project: Warren 205 Hilderbrant Road Tract

NONE

10L. TOWN OF STONY CREEK TAX MAP NO. 247.00-1-4
Project: Warren 205 Hilderbrant Road Tract

NONE

11L. TOWN OF WARRENSBURG TAX MAP NO. 138.00-1-13
Project: Warren 206 Pucker Street Tract

NONE

12L. TOWN OF WARRENSBURG TAX MAP NO. 138.00-1-12 AND
Project: Warren 206 138.04-1-15
Pucker Street Tract

(a) Appropriation for I-87 at Liber 443 cp. 316, and Liber 437 cp. 356.

13L. TOWN OF WARRENSBURG TAX MAP NO. 138.00-1-7
Project: Warren 206 Pucker Street Tract

NONE

14L. TOWN OF WARRENSBURG TAX MAP NO. 138.00-1-1.2
Project: Warren 206 Pucker Street Tract

NONE

15L. TOWN OF WARRENSBURG TAX MAP NO. 223.00-1-26
Project: Warren 207 Alden Avenue Tract

- (a) Right of way and easement granted to Pasco by deed recorded in Book 490 cp. 409.
- (b) Conservation easement is subject to whatever facts an accurate survey would disclose to that portion of tax lot 223-1-26 lying in Lot 165 of the Luzerne Tract. A portion of the tax lot is shown to include premises in Lot 165 of the Luzerne Tract which is not conveyed.

16L. TOWN OF WARRENSBURG TAX MAP NO. 237.00-1-2
Project: Warren 208 Somerville Road Tract

- (a) Intentionally omitted.

17L. TOWN OF LAKE GEORGE TAX MAP NO. 237.00-2-3 AND
237.00-2-4
TOWN OF WARRENSBURG TAX MAP NO. 237.00-1-3
Project: Warren 208 Somerville Road Tract

NONE

18L. TOWN OF LAKE GEORGE TAX MAP NO. 237.00-2-8
Project: Warren 208 Somerville Road Tract

- (a) Intentionally omitted.
- (b) Conveyance to Hudson Valley Railroad Corp. recorded in Book 103 cp. 5 and 6.
- (c) Fee Easement granted to New York Power and Light Corporation at Liber 200 cp. 467.

- (d) Intentionally omitted.
- 19L. **TOWN OF LAKE GEORGE** **TAX MAP NO. 224.04-1-1 AND**
224.04-1-2
Project: Warren 208 **Somerville Road Tract**
- (a) Fee Easement to New York Power & Light Corp. recorded in Book 208 cp. 211.
- (b) Appropriation for highway purposes at Liber 433 cp. 285.
- 20L. **TOWN OF LAKE GEORGE** **TAX MAP NO. 237.00-2-2**
Project: Warren 208 **Somerville Road Tract**
- NONE
- 21L. **TOWN OF WARRENSBURG** **TAX MAP NO. 262.00-1-2**
Project: Warren 209 **Viele Pond Road Tract**
- (a) Utility Easement granted to Adirondack Power and Light Corp. at Liber 166 cp. 425.
- 22L. **TOWN OF LAKE LUZERNE** **TAX MAP NO. 275.00-1-19 AND**
275.00-1-17
TOWN OF WARRENSBURG **TAX MAP NO. 262.00-1-13**
Project: Warren 211 **Hall Hill Road Tract**
- (a) Right of way conveyed in deed recorded in Book 653 cp. 499 and Book 657 cp. 750.
- (b) Easement to transmit electricity and other rights granted Niagara Mohawk Power Corp. recorded in Book 621 cp. 509, 510 cp. 85, and Liber 2932 p. 46.
- (c) The nature, extent, and location of the mill and water privileges described at Liber 611 cp. 1090.
- (d) Utility Easement granted to Adirondack Power and Light Corporation at Liber 166 cp. 260.
- (e) APA Permit at Liber 3 p. 667.
- 23L. **TOWN OF LAKE LUZERNE** **TAX MAP NO. 262.00-2-8**
TOWN OF WARRENSBURG **TAX MAP NO. 262.00-1-12**
Project: Warren 211 **Hall Hill Road Tract**

NONE

- 24L. TOWN OF LAKE LUZERNE TAX MAP NO. 275.00-1-22
Project: Warren 211 Hall Hill Road Tract

NONE

- 25L. TOWN OF BOLTON TAX MAP NO. 124.00-1-38
Project: Warren 212 Padanarum Road Tract

(a) APA permit at Liber 12 p. 301.

(b) Right of Way Agreement at Liber 428 cp. 595, Liber 428 cp. 598
and as relocated at Liber 891 cp. 218.

- 26L. TOWN OF BOLTON TAX MAP NO. 139.00-1-73
Project: Warren 213 Northway Riverbank Road Tract

NONE

- 27L. TOWN OF BOLTON TAX MAP NO. 139.00-1-72
Project: Warren 213 Northway Riverbank Road Tract

(a) Intentionally omitted.

(b) Utility Easements to New York Power & Light Corp. recorded in Book 177
cp. 597.

- 28L. TOWN OF STONY CREEK TAX MAP NO. 218.00-2-2
Project: Warren 215 Wolf Pond Road Tract

NONE

- 29L. TOWN OF STONY CREEK TAX MAP NO. 219.00-2-8
Project: Warren 216 Stony Creek Tract

NONE

- 30L. TOWN OF STONY CREEK TAX MAP NO. 244.00-1-22 AND
Project: Warren 217 244.00-1-19
Harrisburg Road Tract

(a) The portion of Lot 16 Palmers Purchase lying west or north of Harrisburg
Road is excepted. The parcel managed by Grantor does not extend beyond
the north bounds of Harrisburg Road.

(b) Possible encroachment by, or boundary line adjustment needed, with owner of tax lot 231.00-1-28, reputedly Peter and Alice Wechgelaer, is subject to whatever facts an accurate survey would disclose.

31L. TOWN OF STONY CREEK TAX MAP NO. 244.00-1-21.1 AND
245.00-1-36
Project: Warren 217 Harrisburg Road Tract

NONE

32L. TOWN OF STONY CREEK TAX MAP NO. 256-1-23
Project: Warren 218 Harrisburg Lake Tract

(a) Compiled maps set forth in Schedule "A" reveal that this parcel does not abut any public street, road or highway, however, this shall not prohibit Grantee to access the parcel for purposes of asserting its rights under the Conservation Easement by any legal access that may exist.

33L. TOWN OF STONY CREEK TAX MAP NO. 258.00-1-41
Project: Warren 219 Lens Lake Road Tract

NONE

34L. TOWN OF LAKE LUZERNE TAX MAP NO. 274.00-1-41
Project: Warren 220 Griffin Road Tract

(a) Compiled maps set forth in Schedule "A" reveal that this parcel does not abut any public street, road or highway, however, this shall not prohibit Grantee to access the parcel for purposes of asserting its rights under the Conservation Easement by any legal access that may exist.

(b) This Conservation Easement may be subject to (a) the grant of a reciprocal access easement crossing Tax Lot 274.00-1-41 that may be entered into by and between Grantor, Baker and Shiel (co-defendants in the pending litigation), which reciprocal access easement will be over the existing road path and be 50' wide (25' feet on each side of the centerline); and (b) any court ordered action rendered in connection with the pending litigation.

35L. TOWN OF LAKE LUZERNE TAX MAP NO. 293.00-1-25 AND
293.00-1-26
Project: Warren 221 Bucktail Mountain Tract

(a) Compiled maps set forth in Schedule "A" reveal that this parcel does not abut any public street, road or highway, however, this shall not prohibit

Grantee to access the parcel for purposes of asserting its rights under the Conservation Easement by any legal access that may exist.

36L. **TOWN OF QUEENSBURY** **TAX MAP NO. 287.00-1-9**
Project: Warren 222 **French Mountain Tract**

- (a) Compiled maps set forth in Schedule "A" reveal that this parcel does not abut any public street, road or highway, however, this shall not prohibit Grantee to access the parcel for purposes of asserting its rights under the Conservation Easement by any legal access that may exist.

37L. **TOWN OF QUEENSBURY** **TAX MAP NO. 294.00-1-7**
Project: Warren 223 **Luzerne Mountain Tract**

- (a) Compiled maps set forth in Schedule "A" reveal that this parcel does not abut any public street, road or highway, however, this shall not prohibit Grantee to access the parcel for purposes of asserting its rights under the Conservation Easement by any legal access that may exist..
- (b) Excepts 1/2 interest in all iron and other ores and minerals in 65 acre parcel from Tripp recorded in Book 517 cp. 404 as excepted and reserved at Liber 107 cp. 199.

WASHINGTON COUNTY EXCEPTIONS

38L. **TOWN OF PUTNAM** **TAX MAP 18-2-8**
TOWN OF DRESDEN **TAX MAP 18-1-8**
Project: Washington 85 **Route 22 Tract**

- (a) Utility Easement to New York Telephone Company recorded in Book 499 cp. 370.
- (b) Utility Easement to AT&T recorded in Book 197 cp. 344.
- (c) Utility Easement to New York Telephone Company recorded in Book 483 cp. 667.
- (d) Rights of way reserved in Book 372 cp. 719.
- (e) Right of way reserved in Book 412 cp. 1155.
- (f) Permanent easement for a stream channel at Liber 408 cp. 838.

- (g) Possible claim by adjacent landowner, Backus, to an approximately 15 acre portion of property is subject to whatever facts an accurate survey would disclose.

39L. TOWN OF DRESDEN TAX MAP 20-2-1 NO EXCEPTIONS
Project: Washington 86 Dresden Hill Road Tract

TOWN OF DRESDEN TAX MAP 20-2-5
Project: Washington 86 Dresden Hill Road Tract

- (a) Right of Way reserved in Book 412 cp. 1155.

40L. TOWN OF DRESDEN TAX MAP 21-1-1
Project: Washington 87 South Bay-Lot 144 Tract

- (a) Right of way reserved in Book 412 cp. 1155.

- (b) Rights of way reserved in Liber 372 cp. 722

41L. TOWN OF FORT ANN TAX MAP 65-1-3.1
Project: Washington 88 Sly Pond Road Tract

- (a) Utility Easement to New York Telephone recorded in Book 362 cp. 40.

42L. TOWN OF FORT ANN TAX MAP 65-1-3.2
Project: Washington 88 Sly Pond Road Tract

- (a) Easement to New York Telephone recorded in Book 362 cp. 40.

- (b) Legal description states the boundary on the east to be "Duncan" and the Tax Map shows east boundary as "Sly Pond Road." Subject to whatever facts an accurate survey would disclose.

43L. TOWN OF FORT ANN TAX MAP 65-1-4.1
Project: Washington 88 Sly Pond Road Tract

- (a) Access easement granted to Patricia L. Jeckel recorded in Book 444 cp. 432.

- (b) APA Settlement Agreement at Liber 2648 p. 111.

44L. TOWN OF FORT ANN TAX MAP 65-1-4.4
Project: Washington 88 Sly Pond Road Tract

- (a) APA Settlement Agreement at Liber 2648 p. 111.

- 45L. **TOWN OF FORT ANN** **TAX MAP 65-1-24**
Project: Washington 88 **Sly Pond Road Tract**
- NONE
- 46L. **TOWN OF FORT ANN** **TAX MAP 74-1-6.1 AND 74-1-6.2**
Project: Washington 88 **Sly Pond Road Tract**
- (a) Easement to New York Telephone recorded in Book 362 cp. 40.
- (b) Agreement of Ingress and Egress recorded in Book 611 cp. 287.
- (c) Flooding and flowing rights at Liber 394 cp. 488.
- 47L. **TOWN OF FORT ANN** **TAX MAP 74-1-6.3**
Project: Washington 88 **Sly Pond Road Tract**
- (a) Easement to New York Telephone recorded in Book 362 cp. 40.
- 48L. **TOWN OF FORT ANN** **TAX MAP 74-1-6.4**
Project: Washington 88 **Sly Pond Road Tract**
- (a) Reciprocal Access Easement Agreement recorded at Liber 2908 cp. 153.
- 49L. **TOWN OF FORT ANN** **TAX MAP 74-1-6.5**
Project: Washington 88 **Sly Pond Road Tract**
- (a) Right of way to cemetery plot recorded in Book 348 cp. 50.
- (b) Easement to New York Telephone recorded in Book 362 cp. 40.
- (c) Reciprocal Access Easement Agreement recorded at Liber 2908 cp. 153.
- 50L. **TOWN OF FORT ANN** **TAX MAP 74-1-6.6**
Project: Washington 88 **Sly Pond Road Tract**
- NONE
- 51L. **TOWN OF FORT ANN** **TAX MAP 66-1-40**
Project: Washington 89 **Hogtown Road Tract**
- (a) Reservation of spring rights and easement in Book 239 cp. 492.
- (b) Spring rights reserved at Liber 504 cp. 826.

52L. TOWN OF FORT ANN
Project: Washington 89

TAX MAP 66-1-41.1
Hogtown Road Tract

NONE

53L. TOWN OF FORT ANN
Project: Washington 89

TAX MAP 75-1-2.1
Hogtown Road Tract

NONE

54L. TOWN OF FORT ANN
Project: Washington 89

TAX MAP 75-1-2.2
Hogtown Road Tract

NONE

55L. TOWN OF FORT ANN
Project: Washington 89

TAX MAP 75-1-4.1
Hogtown Road Tract

NONE

56L. TOWN OF FORT ANN
Project: Washington 89

TAX MAP 76-1-1.6
Hogtown Road Tract

(a) Utility easement to New York Telephone Company recorded in Book 501
cp. 102.

(b) Highway deed at Liber 388 cp. 98.

(c) Utility easement to New York Telephone Company recorded at Liber 362
cp. 42.

57L. TOWN OF FORT ANN
Project: Washington 89

TAX MAP 76-1-10
Hogtown Road Tract

NONE

58L. TOWN OF FORT ANN
Project: Washington 89

TAX MAP 84-1-2
Hogtown Road Tract

(a) APA Permit #95-283 as filed in Liber 5 of APA Permits at page 9.

(b) Access right of way recorded in Book 683 cp. 82 and Book 683 cp. 84.

(c) Access right of way recorded in Book 593 cp. 95.

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- (d) Spring rights recorded in Book 213 cp. 410 and Book 340 cp. 41.
- (e) Right of way at Liber 1896 cp. 292.

59L. **TOWN OF FORT ANN** **TAX MAP 85-1-14.1**
Project: Washington 89 **Hogtown Road Tract**

- (a) Highway deed recorded in Book 391 cp. 679.
- (b) Permanent channel Easement recorded in Book 475 cp. 321.
- (c) Utility easement to New York Telephone Company recorded in Book 503 cp. 760.
- (d) Reservations of the right to use a stream recorded in Book 416 cp. 996.

60L. **TOWN OF FORT ANN** **TAX MAP 85-1-7.1 and 85-1-7.2**
Project: Washington 90B **Dolph Pond Tract**

- (a) The Compiled maps set forth in Schedule "A" reveal that this parcel does not abut any public street, road or highway, however, this shall not prohibit Grantee to access the parcel for purposes of asserting its rights under the Conservation Easement by any legal access that may exist.

61L. Intentionally omitted.

62L. **TOWN OF WHITEHALL** **TAX MAP 86-1-22**
Project: Washington 90B **Dolph Pond Tract**

- (a) The Compiled maps set forth in Schedule "A" reveal that this parcel does not abut any public street, road or highway, however, this shall not prohibit the Grantee to access the parcel for purposes of asserting its rights under the Conservation Easement by any legal access that may exist.

63L. **TOWN OF FORT ANN** **TAX MAP 85-1-6**
Project: Washington 90B **Dolph Pond Tract**

- (a) Compiled maps set forth in Schedule "A" reveal that this parcel does not abut any public street, road or highway, however, this shall not prohibit Grantee to access the parcel for purposes of asserting its rights under the Conservation Easement by any legal access that may exist.
- (b) All iron, ores, minerals, mines and access thereto reserved in Book 485 cp. 90. .

(c) Compilation map shows lands claimed by Graves (9.47 acres). Said claim is subject to whatever facts an accurate survey would disclose.

(d) Subject to a right of way agreement at Liber 374 cp. 645.

64L. **TOWN OF FORT ANN** **TAX MAP 76-1-5**
Project: Washington 90B **Dolph Pond Tract**

(a) Compiled maps set forth in Schedule "A" reveal that this parcel does not abut any public street, road or highway, however, this shall not prohibit Grantee to access the parcel for purposes of asserting its rights under the Conservation Easement by any legal access that may exist.

(b) Subject to a right of way agreement at Liber 374 cp. 645.

SACANDAGA BLOCK EXCEPTIONS FROM COVERAGE (S)

FULTON COUNTY EXCEPTIONS

1S. **TOWN OF CAROGA** **TAX MAP NO. 52-1-14**
Project: Fulton 208 **Canada Lake Tract**

NONE

2S. **TOWN OF BLEECKER** **TAX MAP NO. 84-1-5**
Project: Fulton 209 **Hohler Road Tract**

NONE

3S. **TOWN OF BLEECKER** **TAX MAP NO. 42-1-18**
Project: Fulton 210B **Benson Road Tract**

(a) Intentionally omitted.

(b) APA permit at Liber 11 p. 141.

4S. **TOWN OF BLEECKER** **TAX MAP 42-1-12.2**
Project: Fulton 210B **Benson Road Tract**

(a) APA permit at Liber 11 p. 141.

(b) APA permit at Liber 1 p. 730.

5S. **TOWN OF MAYFIELD** **TAX MAP NO. 57-1-13**
Project: Fulton 211 **Jackson Summit Road West Tract**

(a) Access Easement to Harold Richardson recorded in Book 615 cp. 332.

6S. TOWN OF MAYFIELD TAX MAP NO. 58-1-2
Project: Fulton 212 Jackson Summit Road East Tract

(a) Utility easement to Upstate Telephone Corp. recorded in Book 229
cp. 419.

7S. TOWN OF MAYFIELD TAX MAP NO. 58-1-8
Project: Fulton 213 Dennie Road Tract

(a) Utility easement to Broadalbin Electric Light & Power Co. recorded in
Book 136 cp. 39.

(b) Compiled maps set forth in Schedule "A" reveal that this parcel does not
abut any public street, road or highway, however, this shall not prohibit
Grantee to access the parcel for purposes of asserting its rights under the
Conservation Easement by any legal access that may exist.

8S. TOWN OF MAYFIELD TAX MAP NO. 73-1-18
Project: Fulton 213 Dennie Road Tract

(a) Access easement to Gerald H. Richardson recorded in Book 572 cp. 223.

(b) Utility easement to Broadalbin Electric Light & Power Co. recorded in
Book 130 cp. 518.

(c) Utility easement to New York Power and Light Corp. recorded in Book 216
cp. 117.

9S. TOWN OF MAYFIELD TAX MAP NO. 72-1-21
Project: Fulton 214 Ferguson Mountain Tract

NONE

SARATOGA COUNTY EXCEPTIONS

10S. TOWN OF EDINBURGH TAX MAP NO. 69.00-1-12
Project: Saratoga 63 Gordons Creek Tract

(a) 50' Wide Right of way for ingress and egress reserved by
International Paper Company recorded in Book 1287 cp. 232.

11S. TOWN OF EDINBURGH TAX MAP NO. 82.00-1-3

Project: Saratoga 63

Gordons Creek Tract

- (a) 50' wide Right of way to Mettowee Lumber Company, Inc. recorded in Book 840 cp. 29.
- (b) INFORMATION ITEM: The location of the one acre exception is not shown on the tax map.

**12S. TOWN OF EDINBURGH
Project: Saratoga 63**

**TAX MAP NO. 69.00-1-6
Gordons Creek Tract**

None

**13S. TOWN OF EDINBURGH
Project: Saratoga 64**

**TAX MAP NO. 69.00-1-10
Johnny Cake Lake Tract**

- (a) 50' wide Right of way granted to Conklin recorded in Book 839 cp. 290.
- (b) 50' wide Right of way to Mettowee Lumber Company, Inc. recorded in Book 840 cp. 29.

14S. TOWN OF EDINBURGH

**TAX MAP NO. 109.00-1-7, 109.00-1-9 &
109.00-1-12**

TOWN OF PROVIDENCE

**TAX MAP NO. 109.00-1-1, 109.00-1-2
& 109.00-1-3, 122.00-1-4, 122.00-1-28 & 122.00-
1-46**

Project: Saratoga 66B

Town Line Tract

- (a) Rights of way granted to Glenn and Barbara J. Bold recorded in Book 1227 cp. 288.
- (b) Access right of way for timber management and recreational purposes contained in deed to Thomas Gorthey recorded in Book 1034 cp. 370.
- (c) Intentionally omitted.
- (d) Possible encroachment of a campsite by William W. Staulters, adjoining owner to the south. (122.00-1-46) is subject to whatever facts an accurate survey would disclose.
- (e) Possible boundary line issue, or tax map location issue with adjacent landowner, Thomas Gorthey, is subject to whatever facts an accurate survey would disclose.

15S. Intentionally omitted.

16S. **TOWN OF GREENFIELD** **TAX MAP NO. 110.00-1-67 AND 110.00-1-68**

Project: Saratoga 68 **Lake Desolation Road Tract**

- (a) Boundary Line Agreement with Finch Pruyn and Christopher Andrus and Griffith David Evans dated April 14, 1982 and recorded May 10, 1982 in Book 1029 cp. 498. (Limited to parcels conveyed therein)

17S. **TOWN OF GREENFIELD** **TAX MAP NO. 110.00-1-69**
Project: Saratoga 68 **Lake Desolation Road Tract**

- (a) Right of way from G. David Evans a/k/a Griffith David Evans and Chris Andrus a/k/a Christopher Andrus to Lisle Fellowship, Inc. dated May 17, 1995 recorded July 7, 1995 in Liber 1414 cp. 750.

18S. **TOWN OF GREENFIELD** **TAX MAP NO. 110.00-1-47**
Project: Saratoga 68 **Lake Desolation Road Tract**

- (a) Intentionally omitted.
- (b) Intentionally omitted.
- (c) Intentionally omitted.
- (d) Access right of way for timber management and recreational purposes to Richard and Persis Granger dated August 30, 1982 and recorded September 20, 1982 in Book 1033 cp. 301.
- (e) Intentionally omitted.
- (f) Possible 1/4 interest of Josephine Peacock in 29 acres (Parcel II Book 835 cp. 176)
- (g) Possible 2/3 interest of Anna Eddy and Mary Green in 10.18 acres (part of Parcel III, Book 835 cp. 176).

19S. **TOWN OF GREENFIELD** **TAX MAP NO. 110.00-1-43, 110.00-1-44, 110.00-1-48, 110.00-1-49, 110.00-1-50, 110.00-1-51, 110.00-1-52, 110.00-1-53, 110.00-1-54,**

110.00-1-55, 110.00-1-56,
122.00-1-3, 122.00-1-6, 122.00-1-9,
122.00-1-28, 122.00-1-29, 123.00-1-1,
123.00-1-2, 123.00-1-3, 123.00-1-4,
123.00-1-7, 123.00-1-10, 123.00-1-11,
123.00-1-19, 123.00-1-20, 123.00-1-21
123.00-1-22

Project: Saratoga 68

Lake Desolation Road Tract

- (a) Boundary Line Agreement with Thomas Gorthey dated May 3, 1982 and recorded August 23, 1982 in Book 1032 cp. 560 (Limited to parcels conveyed therein)
- (b) Boundary Line Agreement with Richard D. and Persis R. Granger dated May 3, 1982 and recorded May 17, 1982 in Book 1029 cp. 661. (Limited to parcels conveyed therein)
- (c) Boundary Line Agreement with Christopher Andrus and Griffith David Evans dated April 14, 1982 and recorded May 10, 1982 in Book 1029 cp. 498. (Limited to parcels conveyed therein)

20S. TOWN OF GREENFIELD

Project: Saratoga 68

Lake Desolation Road Tract

- (a) Intentionally omitted.

Leases1. Short term Recreational Leases

Lessee	Block	Parcel Tract	Expiration Date	Lease Acres
1-2 Hunting Club	Lake George	Hall Hill Tract	9/30/2011	653.50
8 Point Club	High Peaks	Township 19 Tract	9/30/2011	528
45 Club	Sacandaga	Jackson Summit Road East Tract	9/30/2011	45
Archers Vly	Sacandaga	Lake Desolation Road Tract	9/30/2011	716
Bear Claw & Antlers	Lake George	Padanarum Road Tract	9/30/2011	520
Beech Mountain Sportsman Club	Lake George	French Mountain Tract	9/30/2011	121
Bleecker Bucks, Bears & Brookies Club	Sacandaga	Hohler Road Tract	9/30/2011	745.71
Blue Mountain Lake Club (East)	High Peaks	Township 19 Tract	9/30/2011	3574
Brooks Range Club	High Peaks	Township 20 Tract	9/30/2011	325
Camp OPC	Lake George	Wolf Pond Road Tract	9/30/2011	170
Cedar River N/E #04 (Wright Recreationists)	Indian Lake	Township 33 Tract	9/30/2011	265
Cedar River N/E #05 (Sugar Loaf Lodge)	Indian Lake	Township 33 Tract	9/30/2011	265
Cedar River N/E #06 (Fowler Recreationists)	Indian Lake	Township 33 Tract	9/30/2011	265
Cedar River N/E #07 (Met-Calf Lodge)	Indian Lake	Township 33 Tract	9/30/2011	265
Cedar River N/E #09 (R&R Club)	Indian Lake	Township 33 Tract	9/30/2011	265
Cedar River N/E #10 (Michael Bradley)	Indian Lake	Township 33 Tract	9/30/2011	265
Cold Spring N/E #01 (Bedrey Recreationists)	High Peaks	Township 20 Tract	9/30/2011	2939
Cold Spring N/E #03 (Bayly Recreationists)	High Peaks	Township 20 Tract	9/30/2011	2939
Cold Spring N/E #05 (The Antlers)	High Peaks	Township 20 Tract	9/30/2011	2939
Cold Spring N/E #06 (Murray Recreationists)	High Peaks	Township 20 Tract	9/30/2011	2939
Cold Spring N/E #11 (County Line Club)	High Peaks	Township 20 Tract	9/30/2011	2939
Cold Spring N/E #13 (Duncan Recreationists)	High Peaks	Township 20 Tract	9/30/2011	2939
Cold Spring N/E #17 (Flat Brook Club)	High Peaks	Township 20 Tract	9/30/2011	2939

Cold Spring N/E #18 (Jeremy M. Wood)	High Peaks	Township 20 Tract	9/30/2011	2939
Cross Creek Hunting Club	Sacandaga	Gordons Creek Road Tract	9/30/2011	240
Daily Creek Hunting Club	Sacandaga	Johnny Cake Lake Tract	9/30/2011	250
Dead-Eye Hunting Club	Lake George	Dresden Hill Road Tract	9/30/2011	129.75
Deer Leap Club	Lake George	Hilderbrandt Road Tract	9/30/2011	387
Deer Valley Conservation Club Inc.	Indian Lake	Township 33 Tract	9/30/2011	11738
Dennie Hollow Club	Sacandaga	Dennie Road Tract	9/30/2011	491
English Brook Club	Lake George	Somerville Road Tract	9/30/2011	878
Fox Hill Sportsman, Inc.	Sacandaga	Town Line Tract	9/30/2011	846
Fur-Fin & Feathers Hunting Club	Lake George	Harrisburg Road Tract	9/30/2011	336.31
G/J Murray Club	Lake George	Route 22 Tract	9/30/2011	174.2
Gary Schiavi	Lake George	Potter Brook Road Tract	9/30/2011	124
Glens Falls Independence Club	High Peaks	Township 20 Tract	9/30/2011	300
Good Fellows Club	Lake George	Sly Pond Road Tract	9/30/2011	943
Goodnow Flow Assoc.	High Peaks	Chain Lakes Tract	9/30/2011	7974
Gooley Club	High Peaks	Chain Lakes Tract	9/30/2011	2502
Hemlock Brook Club	Lake George	Sacandaga Tract	9/30/2011	561
Hide Away	Lake George	South Bay-Lot 144 Tract	9/30/2011	40
Hoffman Fish and Game Protective Assoc.	High Peaks	Blue Ridge Road Tract, Boreas Ponds	9/30/2011	3415
Horse Hill Sportsman's Club	Sacandaga	Gordons Creek Road Tract	9/30/2011	140
Hyslop Pond N/E #01 (J. Kazar Association)	High Peaks	Hudson River Hyslop Tract	9/30/2011	824
Hyslop Pond N/E #05 (Nason Recreationists)	High Peaks	Hudson River Hyslop Tract	9/30/2011	824
Hyslop Pond N/E #06 (Farrar Recreationists)	High Peaks	Hudson River Hyslop Tract	9/30/2011	824
Hyslop Pond N/E #07 (Halloran Recreationists)	High Peaks	Hudson River Hyslop Tract	9/30/2011	824

Hyslop Pond N/E #08 (Lashway)	High Peaks	Hudson River Hyslop Tract	9/30/2011	762.20
Hyslop Pond N/E #09 (Plaske Recreationists)	High Peaks	Hudson River Hyslop Tract	9/30/2011	824
Hyslop Pond N/E #10 (Krueger Recreationists)	High Peaks	Hudson River Hyslop Tract	9/30/2011	824
Hyslop Pond N/E #11 (Reardon Recreationists)	High Peaks	Hudson River Hyslop Tract	9/30/2011	824
Kempshall Mountain Club	High Peaks	Township 20 Tract	9/30/2011	4859
Killer B's	Lake George	Bucktail Mountain Tract	9/30/2011	148
Langlais Recreationists	Lake George	Route 28 Tract	9/30/2011	33
Minerva Fish & Game Club	High Peaks	Township 20 Tract	9/30/2011	5494
Mt. Hope Lodge	Lake George	Sly Pond Road Tract	9/30/2011	228
Mt. Tom Club	Lake George	Route 22 Tract	9/30/2011	264
Newcomb Sportsmen's Club	High Peaks	Macintyre Works Tract	9/30/2011	6713
Opalescent Club	High Peaks	Macintyre Works Tract	9/30/2011	1474
Peaked Mountain Club	Indian Lake	Good Luck Tract	9/30/2011	140
Pinnacle Hunting Club	Lake George	Dolph Pond Tract	9/30/2011	42.30
Pinnacle Hunting Club 2	Lake George	Dolph Pond Tract	9/30/2011	510
Putnam Mountain Sportsmen's Club	Lake George	Hogtown Road Tract	9/30/2011	1357.93
Raccoon Club	Sacandaga	Gordons Creek Road Tract	9/30/2011	400
Ridge Runners Sportsmen Club	Sacandaga	Gordons Creek Road Tract	9/30/2011	360
Salmon Pond Club	High Peaks	Township 19 Tract	9/30/2011	2332
Soop Falls Hunting Club	Lake George	Hall Hill Tract	9/30/2011	726
Sprague Brook N/E #0 (Gray Fox Club)	Indian Lake	Township 33 Tract	9/30/2011	2160
Sprague Brook N/E #12 (Pausley Recreationists)	Indian Lake	Township 33 Tract	9/30/2011	2160
Sprague Brook N/E #02 (Beaver Meadow Club)	Indian Lake	Township 33 Tract	9/30/2011	2160
Sprague Brook N/E #03 (Barnett)	Indian Lake	Township 33 Tract	9/30/2011	2160
Sprague Brook N/E #04 (Cedar River Safari Club)	Indian Lake	Township 33 Tract	9/30/2011	2160

Sprague Brook N/E #05 (Persons Recreationists)	Indian Lake	Township 33 Tract	9/30/2011	2160
Sprague Brook N/E #06 (Chateau Dog House)	Indian Lake	Township 33 Tract	9/30/2011	2160
Sprague Brook N/E #07 (Cedar River Whitetail Club)	Indian Lake	Township 33 Tract	9/30/2011	2160
Sprague Brook N/E #10 (Camp Yakillamie)	Indian Lake	Township 33 Tract	9/30/2011	2160
Sprague Brook N/E #11 (Elms Recreationists)	Indian Lake	Township 33 Tract	9/30/2011	2160
Sprague Brook N/E #15 (Wdland Ghosts Hunting Camp)	Indian Lake	Township 33 Tract	9/30/2011	2160
Sprague Brook N/E #16 (White Gibson Club)	Indian Lake	Township 33 Tract	9/30/2011	2160
Sprague Brook N/E #17 (Banaszewski Recreationist)	Indian Lake	Township 33 Tract	9/30/2011	2160
Sprague Brook N/E #18 (Johnson Recreationists)	Indian Lake	Township 33 Tract	9/30/2011	2160
Sprague Brook N/E #19 (Thibado Recreationsists)	Indian Lake	Township 33 Tract	9/30/2011	2160
Sprague Brook N/E #20 (Hayner Recreationsists)	Indian Lake	Township 33 Tract	9/30/2011	2160
Sprague Brook N/E #21 (Parker Recreationsists)	Indian Lake	Township 33 Tract	9/30/2011	2160
Sprague Brook N/E #23 (Elks North)	Indian Lake	Township 33 Tract	9/30/2011	2160
The Drop Tine Club	Lake George	Lens Lake Road Tract	9/30/2011	52
Thomas Mountain Hunting Club	Lake George	Griffin Road Tract	9/30/2011	94
Tirrell Pond Club	High Peaks	Township 19 Tract	9/30/2011	100
Turkey Hill Club	Lake George	Alden Avenue Tract	9/30/2011	139
Twin Brooks Rod & Game Club	Lake George	Veile Pond Road Tract	9/30/2011	322
Williams Recreationists	Lake George	Dresden Hill Road Tract	9/30/2011	186
Wolf Pond Refuge	Lake George	Stony Creek Tract	9/30/2011	50
Young Bucks Club	Lake George	Luzerne Mountain Tract	9/30/2011	162

2. Long-term Recreational leases

Dunn Brook Recreationists (See Item 17H above)	High Peaks	Township 19	3/31/2048	193.5
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3. Other Leases:

Lessee or Licencee	Block	Parcel Tract	Expiration Date	Lease Acres
Citizens Communications	High Peaks	Chain Lakes	9/30/2015	70' x 40'
NYSEG Tower Lease (Blue Mountain)	High Peaks	Township 19	10/1/2018	0.11
State University of New York ESF - Huntington Forest	High Peaks	Blue Mountain, Chain of Lakes, Township 19, Township 20	12/31/11	43,021.85

4. Snowmobile Leases

Lessee	Exp. Date
South Warren Snowmobile Club	4/15/2011
Thurman Connection Snowmobile Club	4/15/2011
Town of Indian Lake Snowmobile Trails "Old" and "New"	4/15/2011
Town of Newcomb Snowmobile Trails "Old" and "New"	4/15/11
Town of Long Lake	4/15/2011
Mulleyville Snowmobile Club	4/15/2011

SCHEDULE C: Grouping of Protected Property into the 4 Blocks and Map
of Grouping of Protected Property into 4 Blocks pursuant to section 3.2

Block	Tract	County	Project #	DEC Map
High Peaks Block				
High Peaks	Township 20	Hamilton	314	12107
High Peaks	Township 19	Hamilton	315	12108
High Peaks	Blue Mountain	Hamilton	316	12108
High Peaks	MacIntyre Works	Essex	458B	12142
High Peaks	Boreas Ponds	Essex	460B	12144
High Peaks	Blue Ridge Road	Essex	461B	12145
High Peaks	Chain Lakes	Essex	462B	12146
High Peaks	Hudson River Hyslop	Essex	464B	12147
Indian Lake Block				
Indian Lake	Township 33	Hamilton	318B	12109
Indian Lake	Good Luck	Hamilton	323B	12112
Lake George Block				
Lake George	Sacandaga	Saratoga	62	12130
Lake George	Route 22	Washington	85	12125
Lake George	Dresden Hill Road	Washington	86	12126
Lake George	South Bay Lot 144	Washington	87	12125
Lake George	Sly Pond Road	Washington	88	12127
Lake George	Hogtown Road	Washington	89	12128
Lake George	Dolph Pond	Washington	90B	12129
Lake George	Route 28	Warren	199	12153
Lake George	Igerna	Warren	201	12155
Lake George	Potter Brook Road	Warren	204	12158
Lake George	Hilderbrandt Road	Warren	205	12159
Lake George	Pucker Street	Warren	206	12160
Lake George	Alden Ave	Warren	207	12161
Lake George	Somerville Road	Warren	208	12162
Lake George	Veile Pond Ave	Warren	209	12163
Lake George	Hall Hill	Warren	211	12163
Lake George	Padanarum Road	Warren	212	12164
Lake George	Northway Riverbank Rd	Warren	213	12165
Lake George	Wolf Pond Road	Warren	215	12166
Lake George	Stony Creek	Warren	216	12166
Lake George	Harrisburg Road	Warren	217	12167
Lake George	Harrisburg Lake	Warren	218	12168
Lake George	Lens Lake Road	Warren	219	12169
Lake George	Griffin Road	Warren	220	12163
Lake George	Buck Tail Mountain	Warren	221	12170
Lake George	French Mountain	Warren	222	12171
Lake George	Luzerne Mountain	Warren	223	12172

Block	Tract	County	Project #	DEC Map
Sacandaga Block				
Sacandaga	Canada Lake	Fulton	208	12114
Sacandaga	Hohler Road	Fulton	209	12115
Sacandaga	Benson Road	Fulton	210B	12116
Sacandaga	Jackson Summit Road West	Fulton	211	12117
Sacandaga	Jackson Summit Road East	Fulton	212	12118
Sacandaga	Dennie Road	Fulton	213	12118
Sacandaga	Ferguson Mountain	Fulton	214	12119
Sacandaga	Gordon's Creek	Saratoga	63	12131
Sacandaga	Johnny Cake Lake	Saratoga	64	12131
Sacandaga	Town Line	Saratoga	66B	12137
Sacandaga	Lake Desolation	Saratoga	68	12134

Schedule "C"
Blocks Overview
February 2009

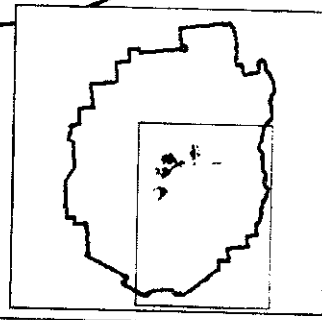
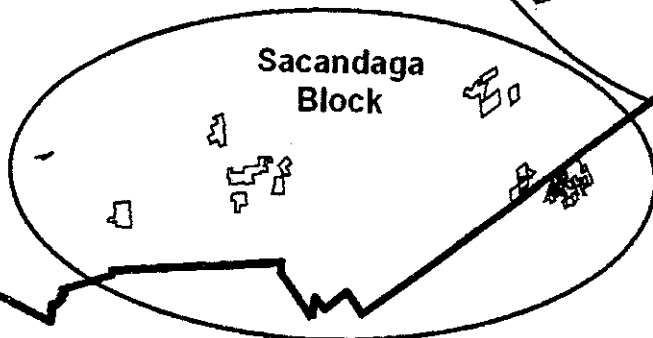
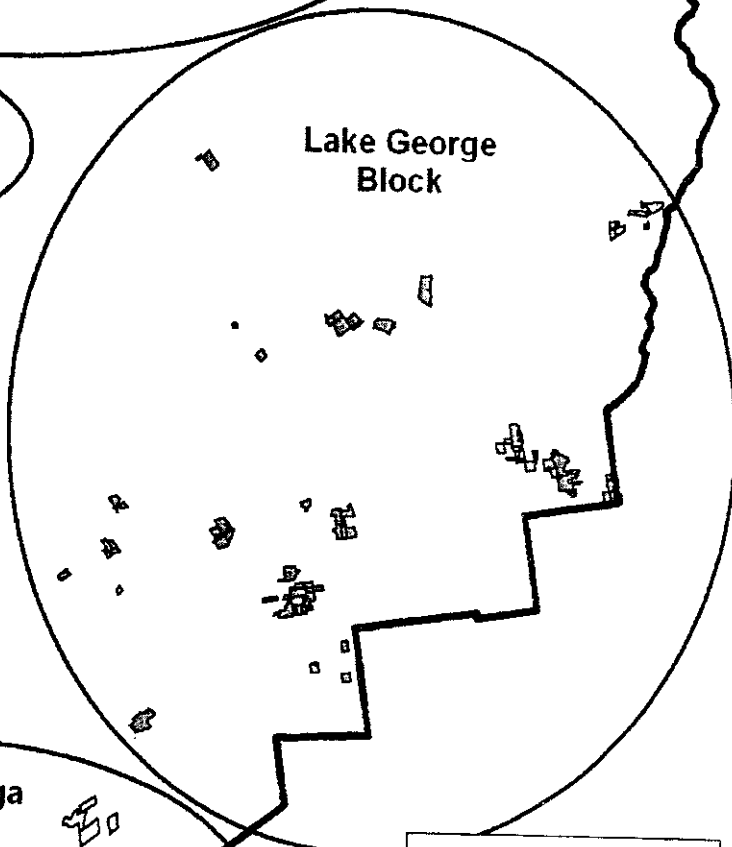
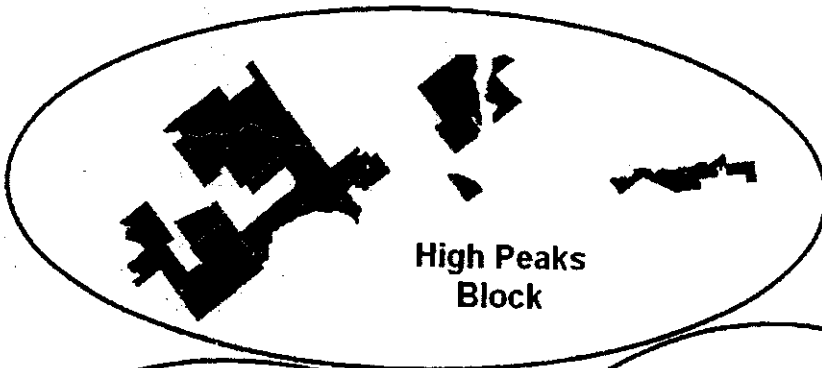
BOOK 252 PAGE 710

Block

- High Peaks
- Indian Lake
- Lake George
- Sacandaga

1:500,000

0 2.5 5 10 Miles



Schedule D

CURRENTLY APPROVED FOREST CERTIFICATION PROGRAMS

At the time of this grant, and subject to Grantee's review pursuant to the provisions of Section 5 herein, the following programs currently qualify as Approved Forest Certification Programs under this Conservation Easement:

- (i) The Forest Stewardship Council (FSC) Program; and
- (ii) The Sustainable Forestry Initiative (SFI) Program.

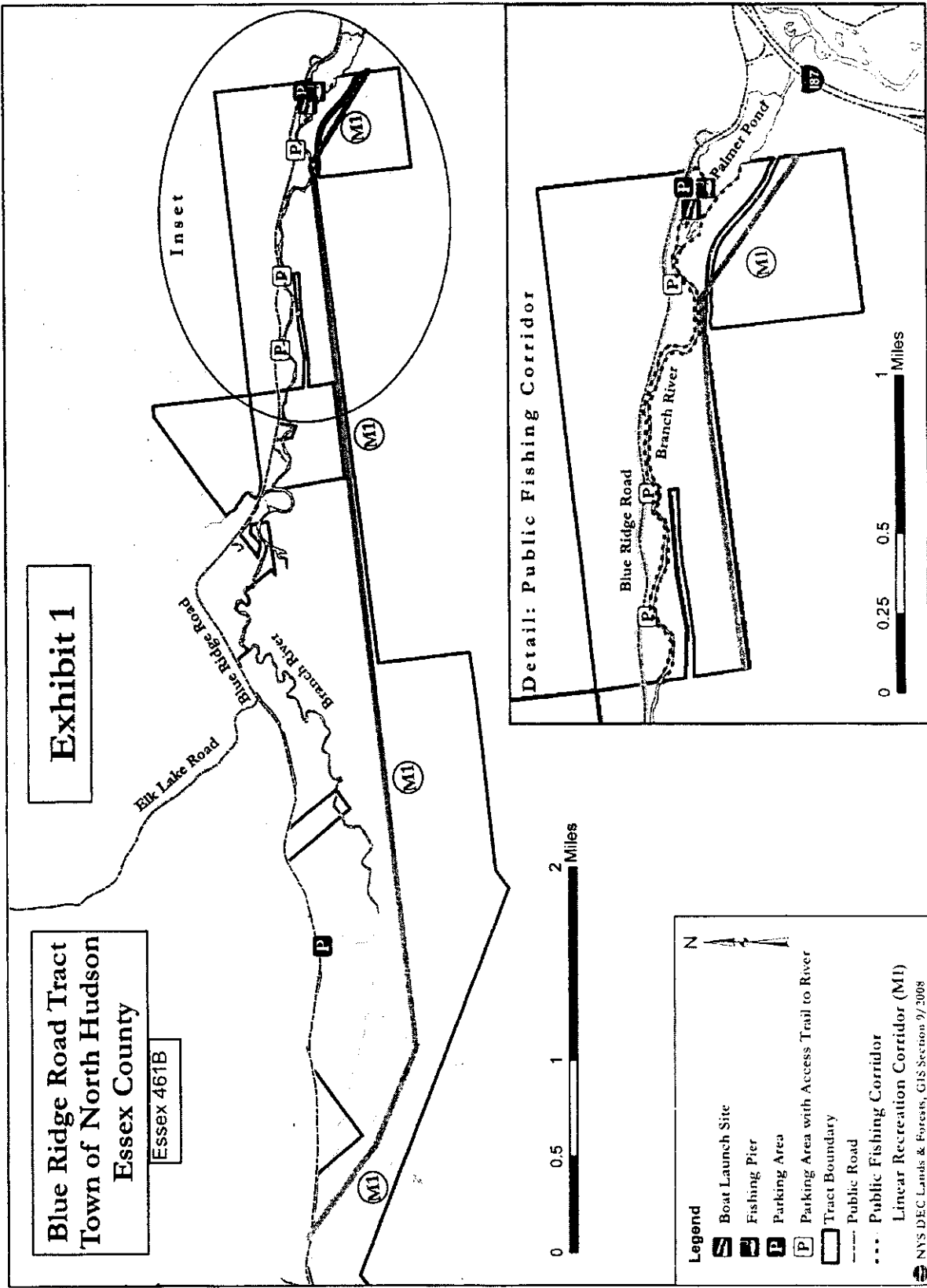
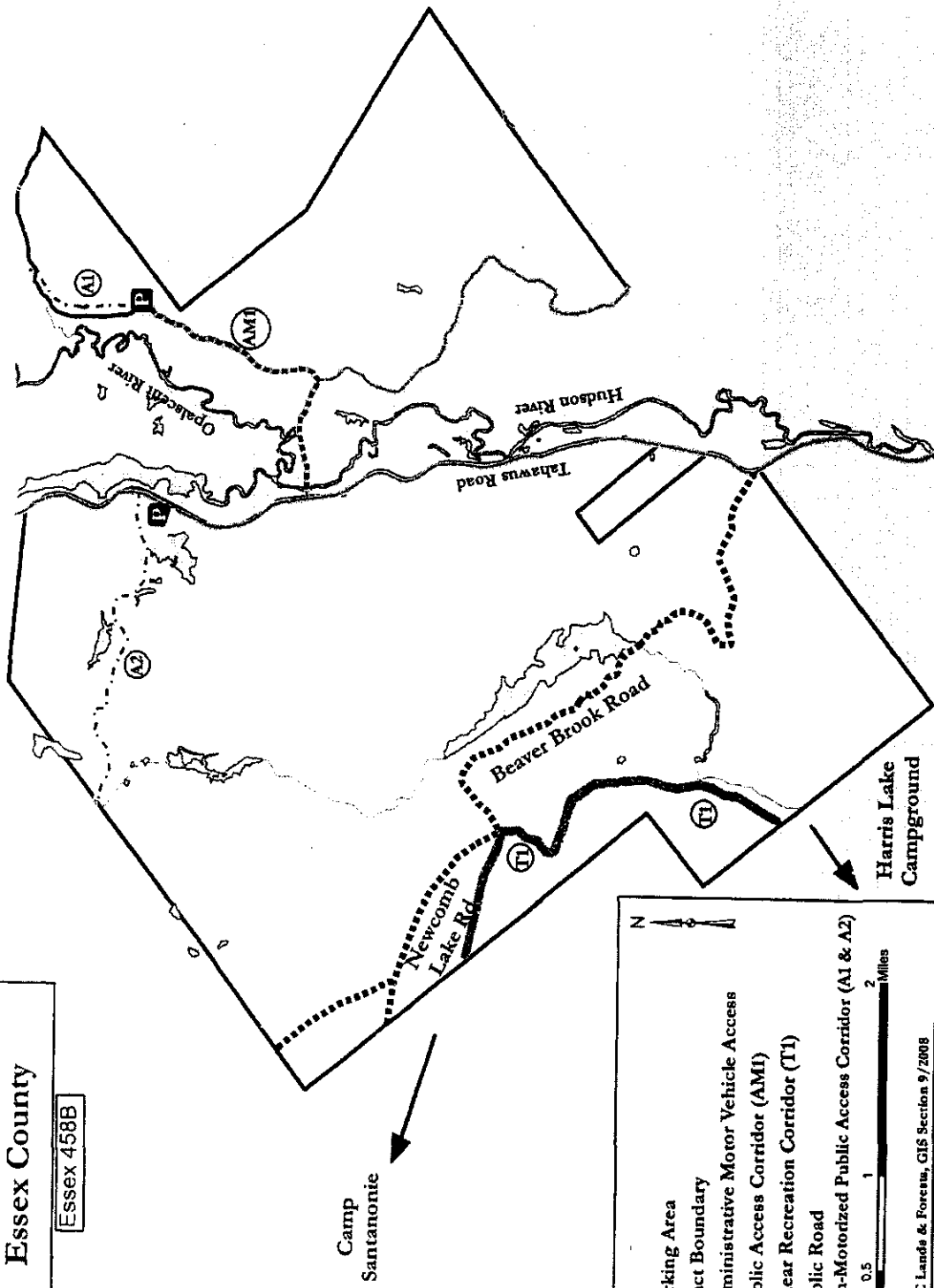


Exhibit 2

MacIntyre Works Tract
Town of Newcomb
Essex County

Essex 458B



Legend

- Parking Area
- Tract Boundary
- Administrative Motor Vehicle Access
- Public Access Corridor (AMI)
- Linear Recreation Corridor (T1)
- Public Road
- Non-Motorized Public Access Corridor (A1 & A2)

0 0.5 1 2 Miles

NYS DEC Lands & Forests, GIS Section 9/2008

Exhibit 3

Hudson River Hyslop Tract
Town of Newcomb
Essex County

Essex 464B

Route 28N

Blue Ridge Road

Route 28N

NEWCOMB

MINERVA

Hyslop Pond

BOOK 252 PAGE 714

Legend

Tract Boundary

Public Road

Linear Recreation Corridor (MI)

0 0.25 0.5 1 Miles

NYS DEC Lands & Forests, GIS Section 9/2008

Exhibit 4

Essex Chain of Lakes Tract
Towns of Newcomb & Minerva
Essex County

Essex 462B

Township 20
Tract

Hamilton Co.

MINERVA

NEWCOMB

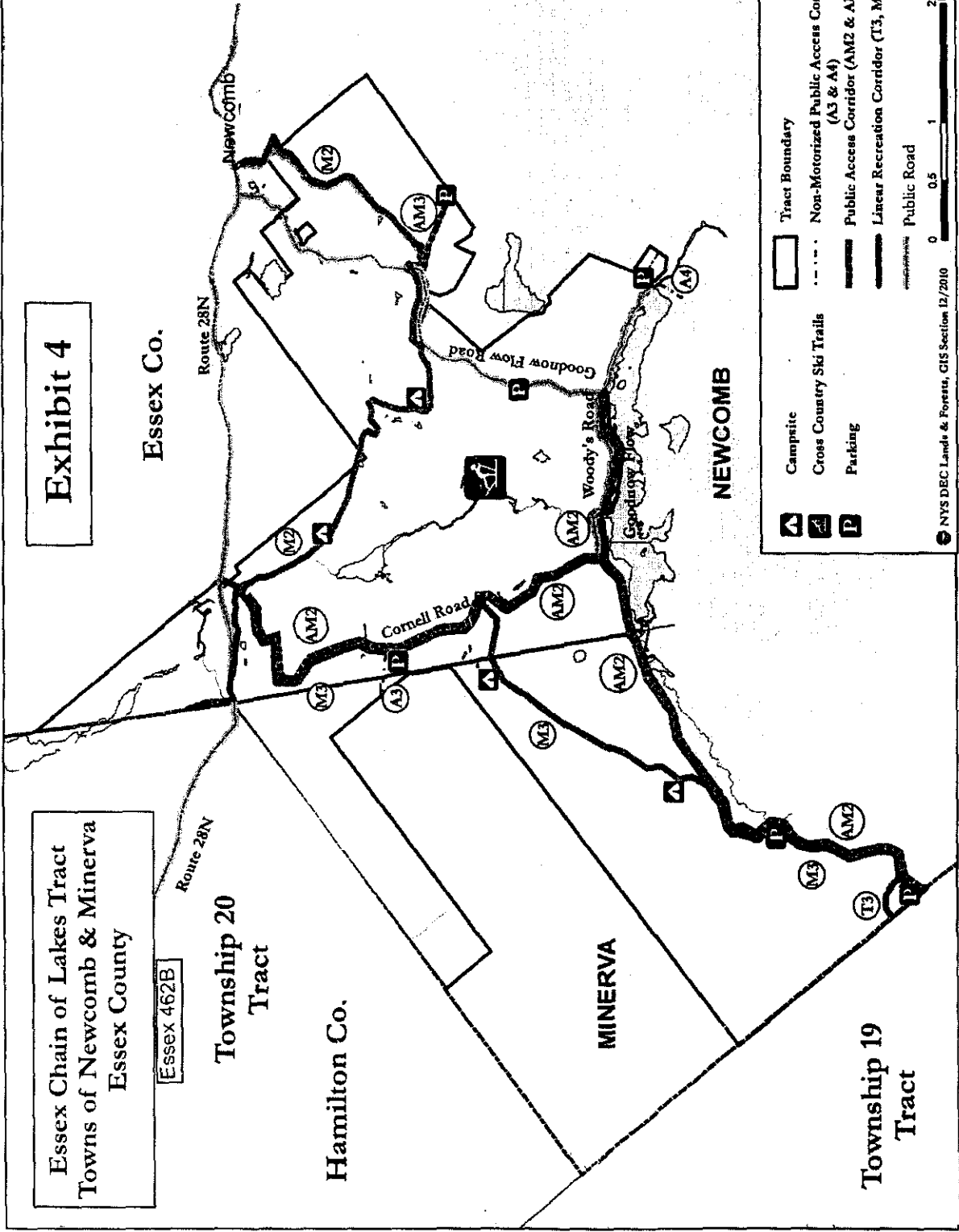


Exhibit 5

Township 20 Tract
Town of Long Lake
Hamilton County

Hamilton 314

NEWCOMB

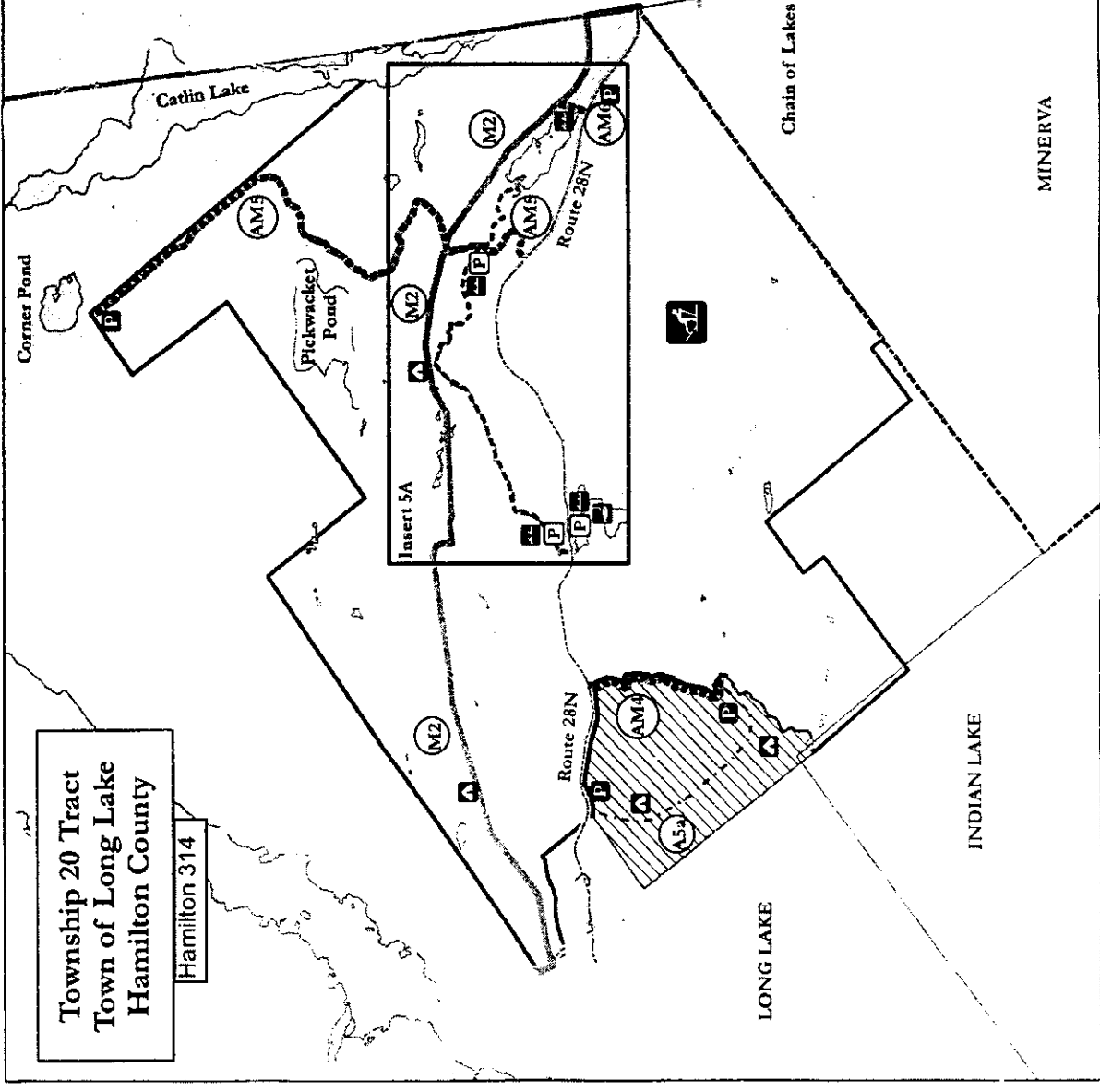
BOOK 252 PAGE 716

Legend

- Campsite
- Cross Country Ski Trails
- Parking
- Parking with Access Trail to River
- Fishing Pier
- Canoe Launch Site
- Public Recreation Use Area
- Tract Boundary
- Public Fishing Corridor
- Public Access Corridor (AM4, AM5 & AM6)
- Linear Recreation Corridor (M2)
- Public Road
- Non-Motorized Access Corridor (A5a) N

0 0.5 1 2 Miles

NYS DEC Lands & Forests, GIS Section 9/2008



Insert 5A

Township 20 Tract
Town of Long Lake
Hamilton County

Hamilton 314

Catlin Lake

Pickwacket Pond

252 PAGE 717

County Line Flow

Route 28N

Route 28N

Fishing Brook

Fishing Brook Bog

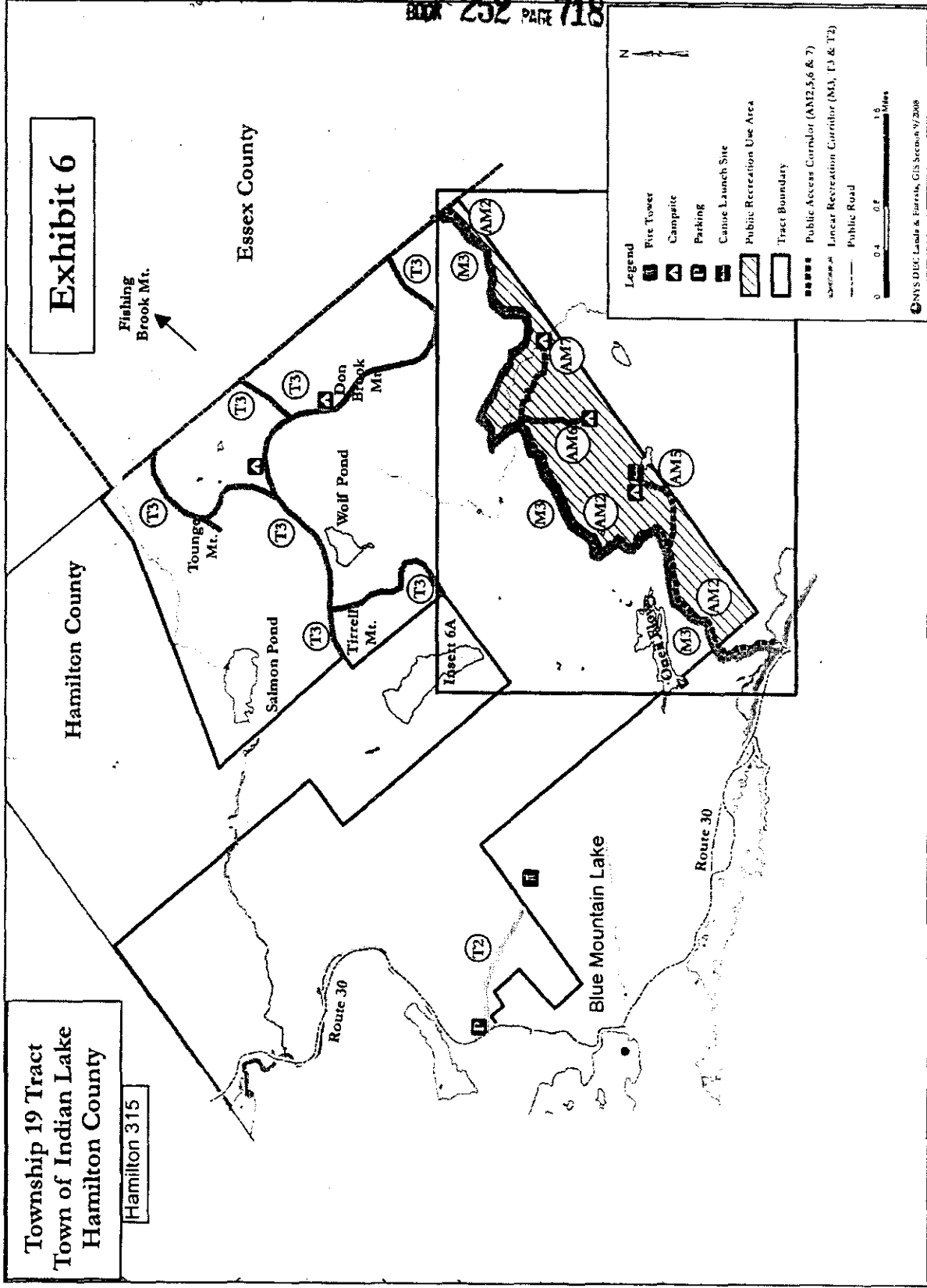
Legend

	Tract Boundary		Public Fishing Corridor
	Cross Country Ski Trails		Linear Recreation Corridor (M2)
	Packing		Public Access Corridor (AM4, AM5 & AM6)
	Parking with Access Trail to River		Public Road
	Fishing Pier		Public Fishing Corridor
	Canoe Launch Site		

0 0.25 0.5 1 Miles

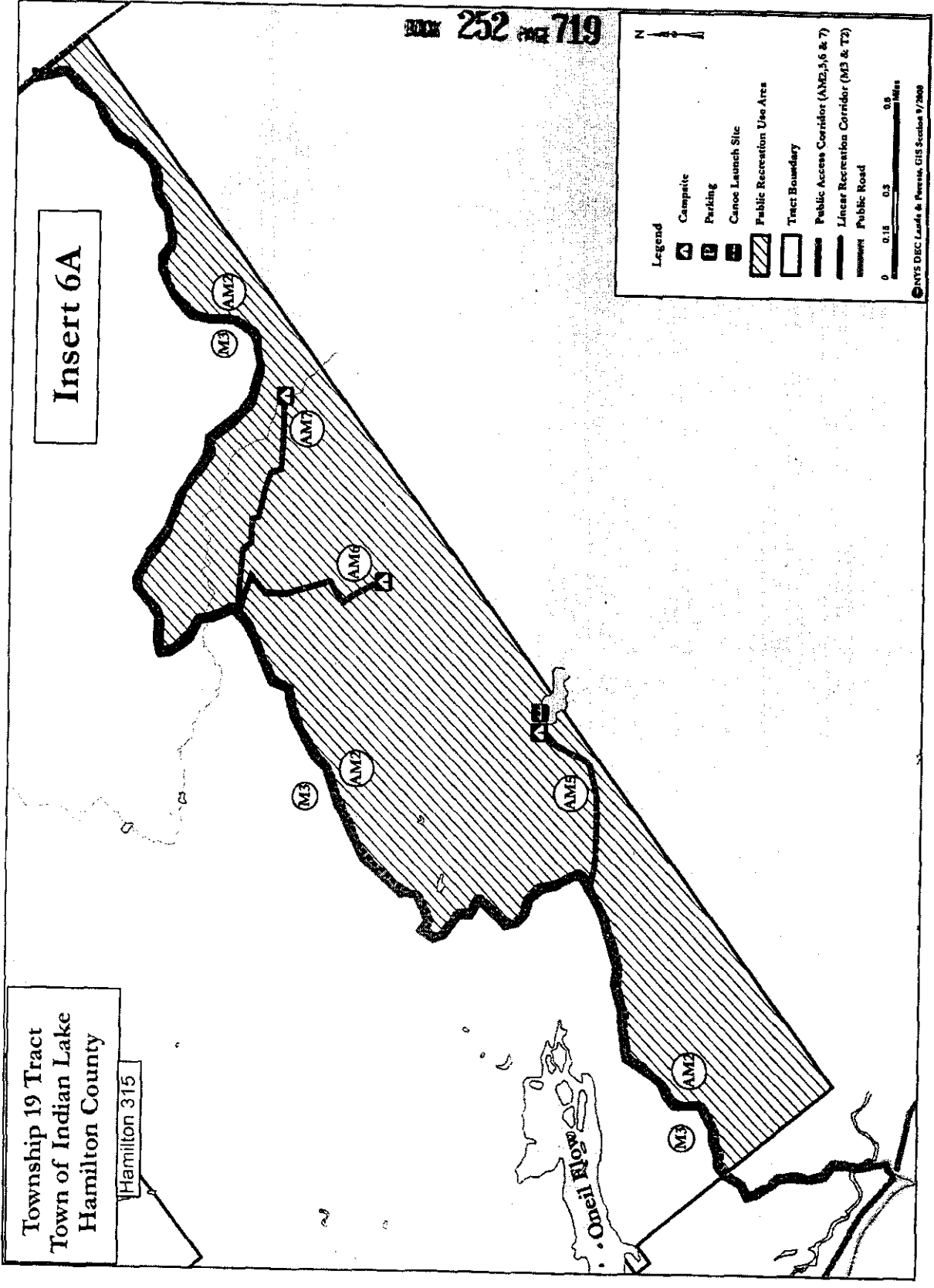
NYS DEC Lands & Forests, GIS Section 9/2008

Exhibit 6



Township 19 Tract
Town of Indian Lake
Hamilton County

Hamilton 315

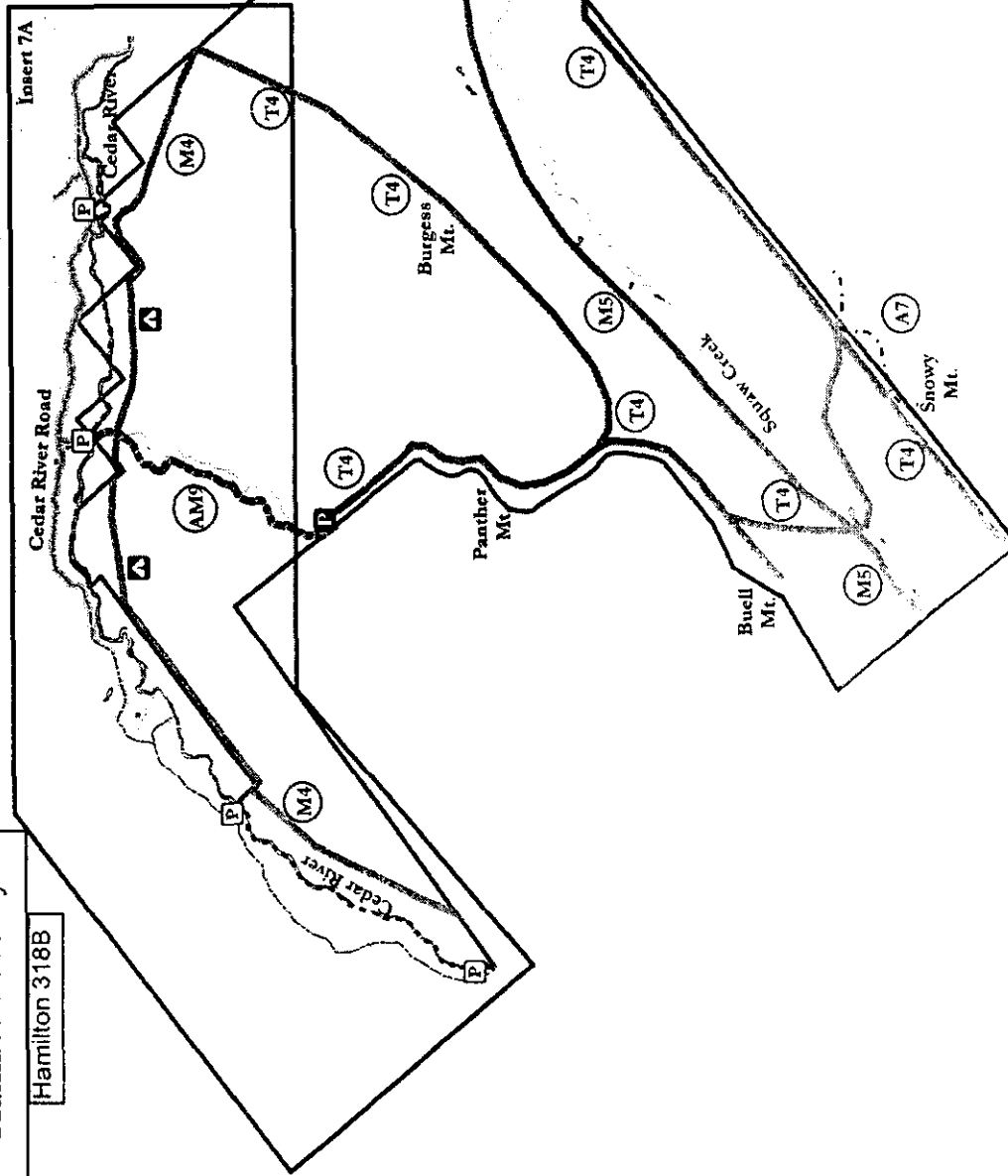


Township 33 Tract
Town of Indian Lake
Hamilton County

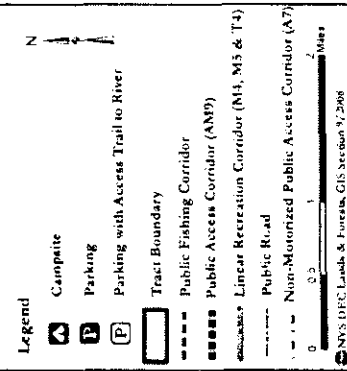
Hamilton 318B

Exhibit 7

Indian Lake



BOOK 252 PAGE 720



Township 33 Tract
Town of Indian Lake
Hamilton County

Hamilton 318B

Insert 7A

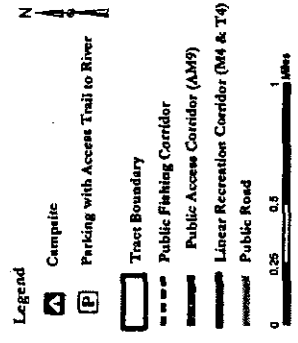
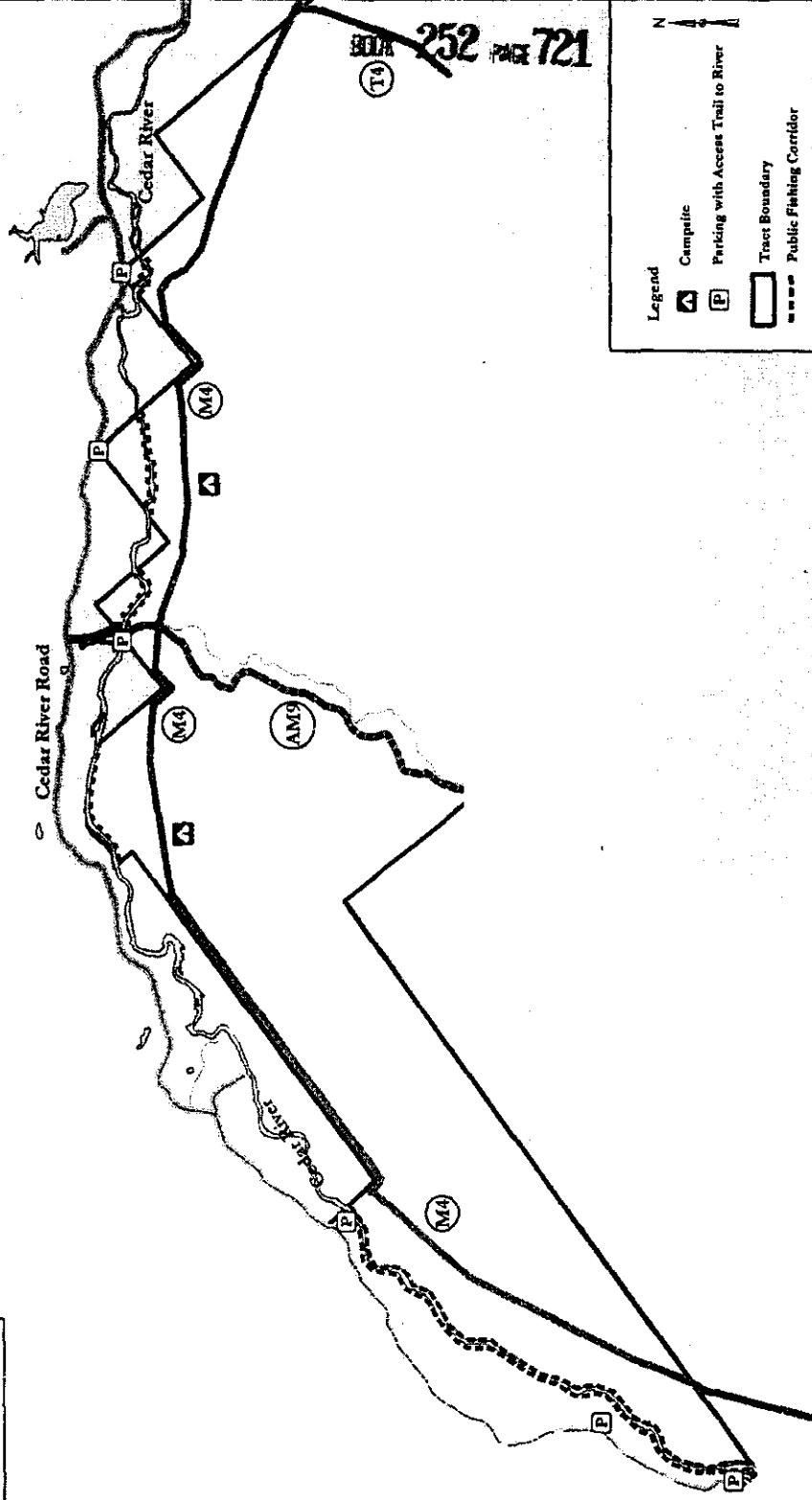
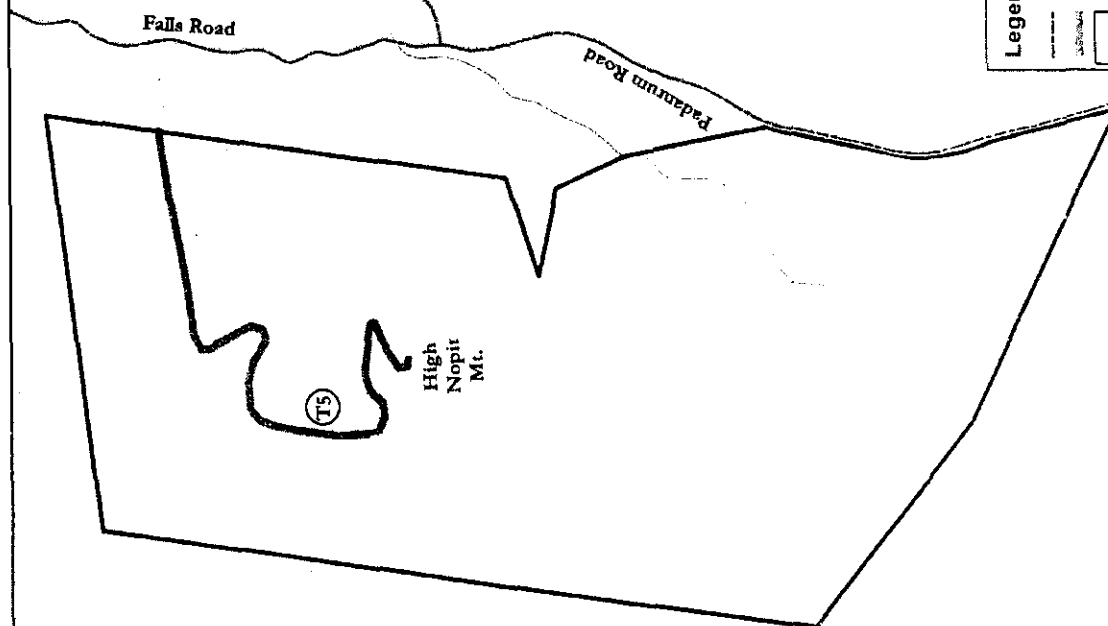


Exhibit 8

BOOK 252 PAGE 722

Padanarum Road Tract
Towns of Bolton
Warren County

Warren 212



Legend

- Public Road
- Linear Recreation Corridor (T5)
- Tract Boundary

0 0.125 0.25 0.5 Miles

NYS DEC Lands & Forests, GIS Section 9/2008

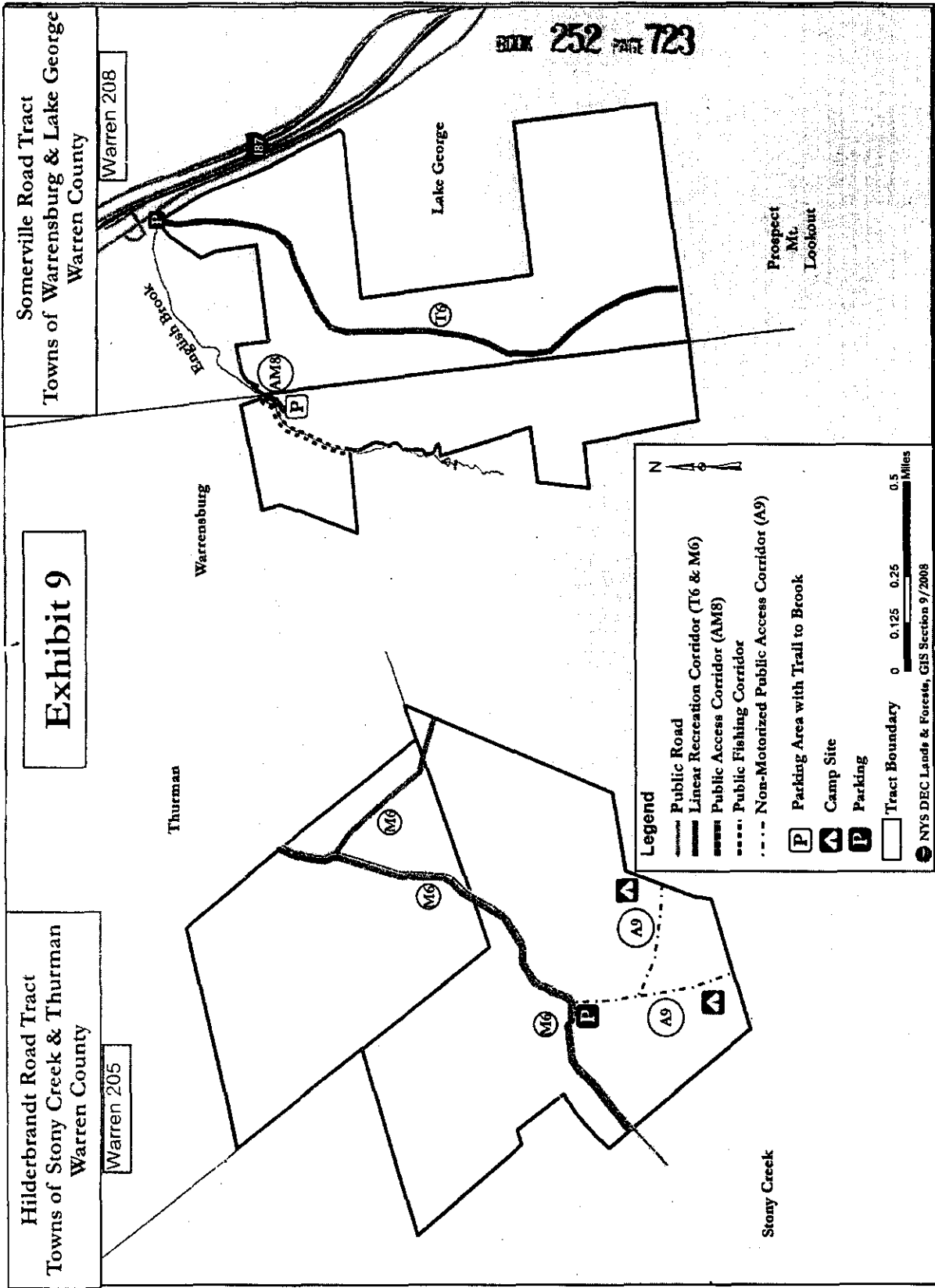


Exhibit 10

Hall Hill & Viele Pond Road Tracts
Towns of Lake Luzerne & Warrensburg
Warren County

Warren 209 - Viele Pond
Warren 211 - Hall Hill

Warrensburg

Hall Hill Tract

Lake Luzerne

Steward Lake

Viele Pond Road Tract

(M7)

(M7)

(M7)

Old Stage Road

Hall Hill Road

Legend

- Public Road
- Linear Recreation Corridor (M7 & M8)
- Tract Boundary

0 0.25 0.5 1 Miles

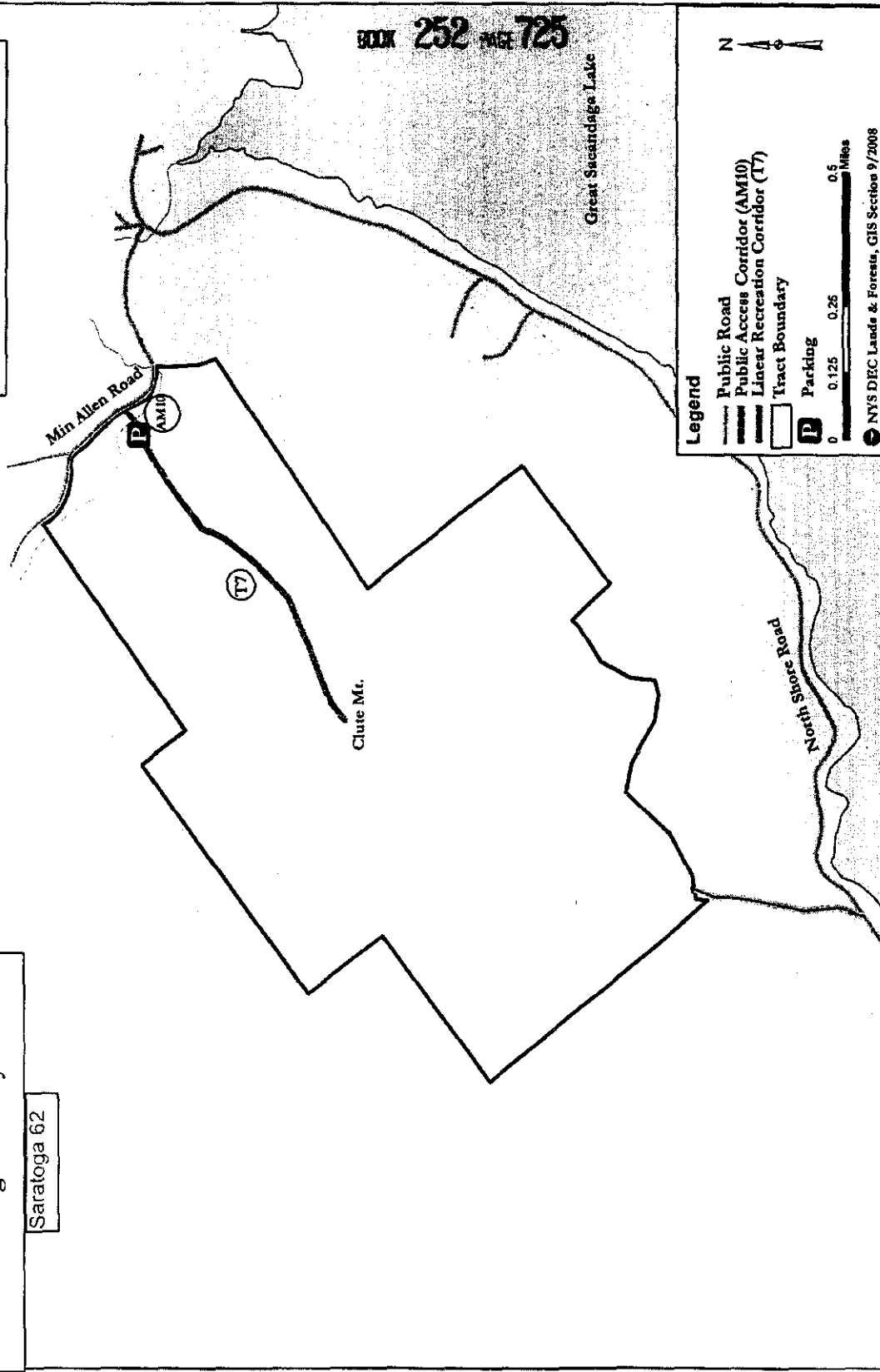
NYS DEC Lands & Forests GIS Section 12/2010

BOOK 252 PAGE 724

Sacandaga Tract
Town of Day
Saratoga County

Saratoga 62

Exhibit 11

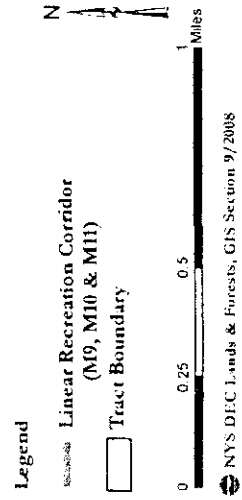
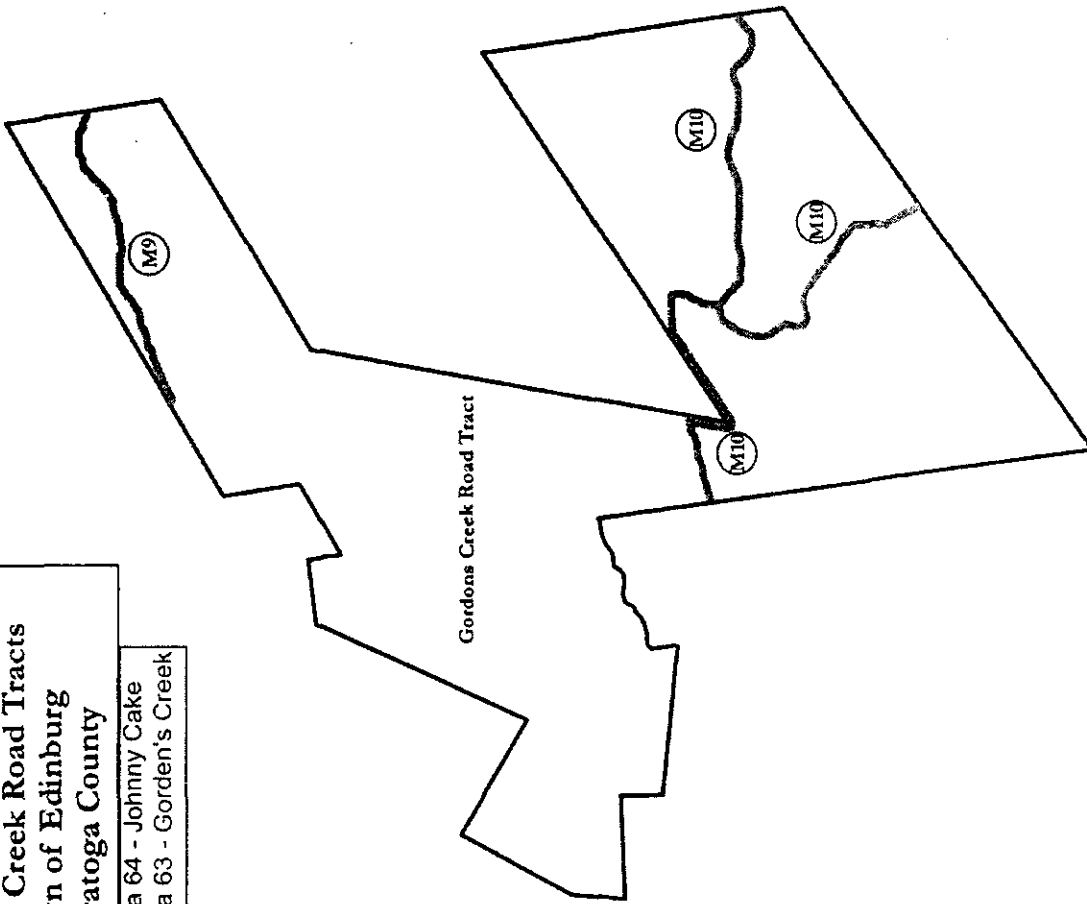
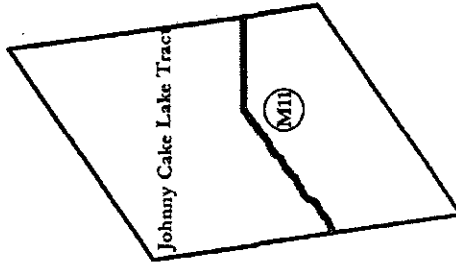


Johnny Cake Lake &
Gordons Creek Road Tracts
Town of Edinburg
Saratoga County

Saratoga 64 - Johnny Cake
Saratoga 63 - Gordon's Creek

Exhibit 12

BOOK 252 PAGE 726

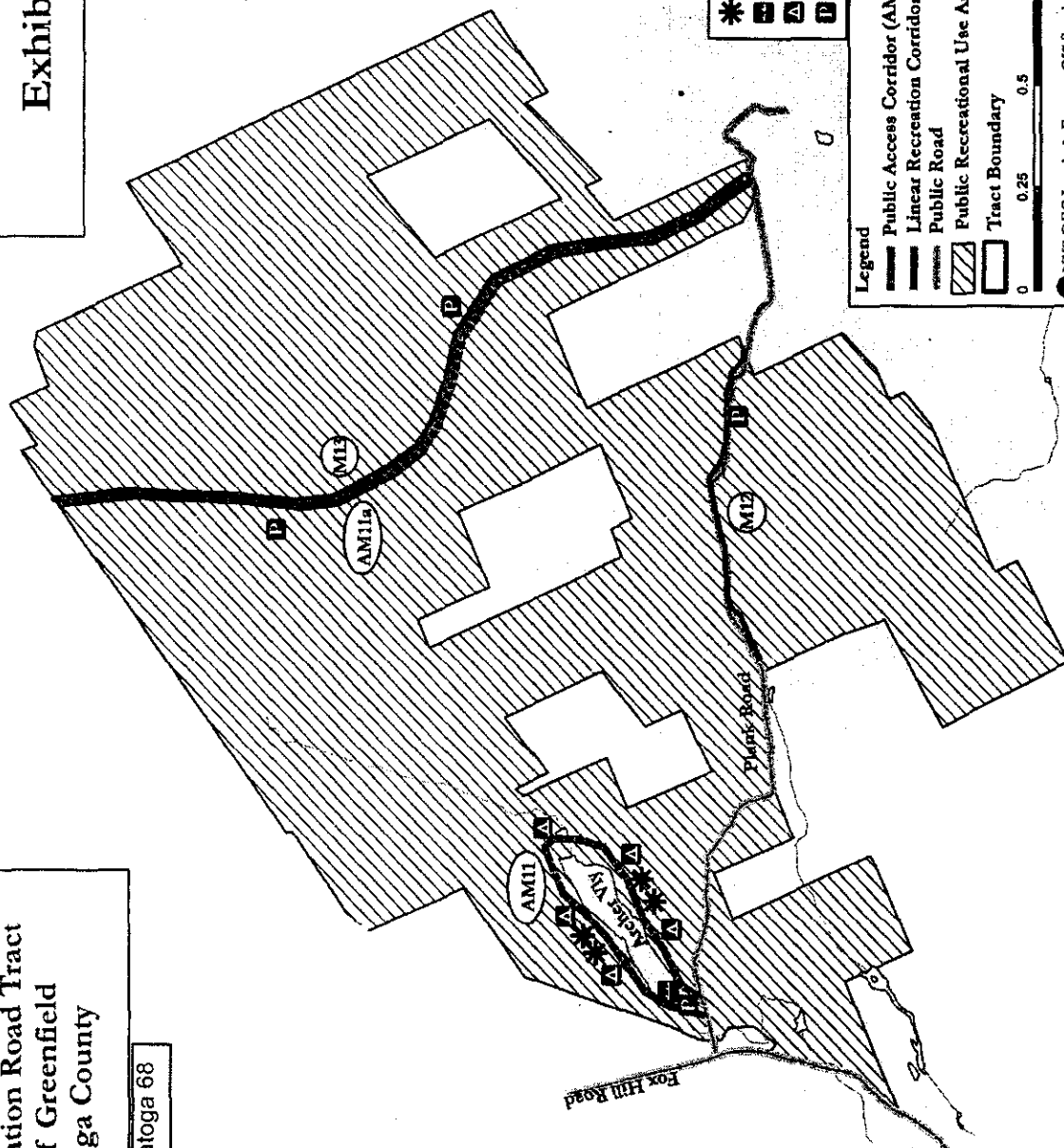


Lake Desolation Road Tract
Town of Greenfield
Saratoga County

Saratoga 68

Exhibit 13

BOOK 252 PAGE 727



- * Private Inholding
- Canoe Launch Site
- ▲ Camp Site
- Parking

- Legend
- Public Access Corridor (AM11 & AM11a)
 - Linear Recreation Corridor (M12 & M13)
 - Public Road
 - Public Recreational Use Area
 - Tract Boundary
- 0 0.25 0.5 1 Miles
- N

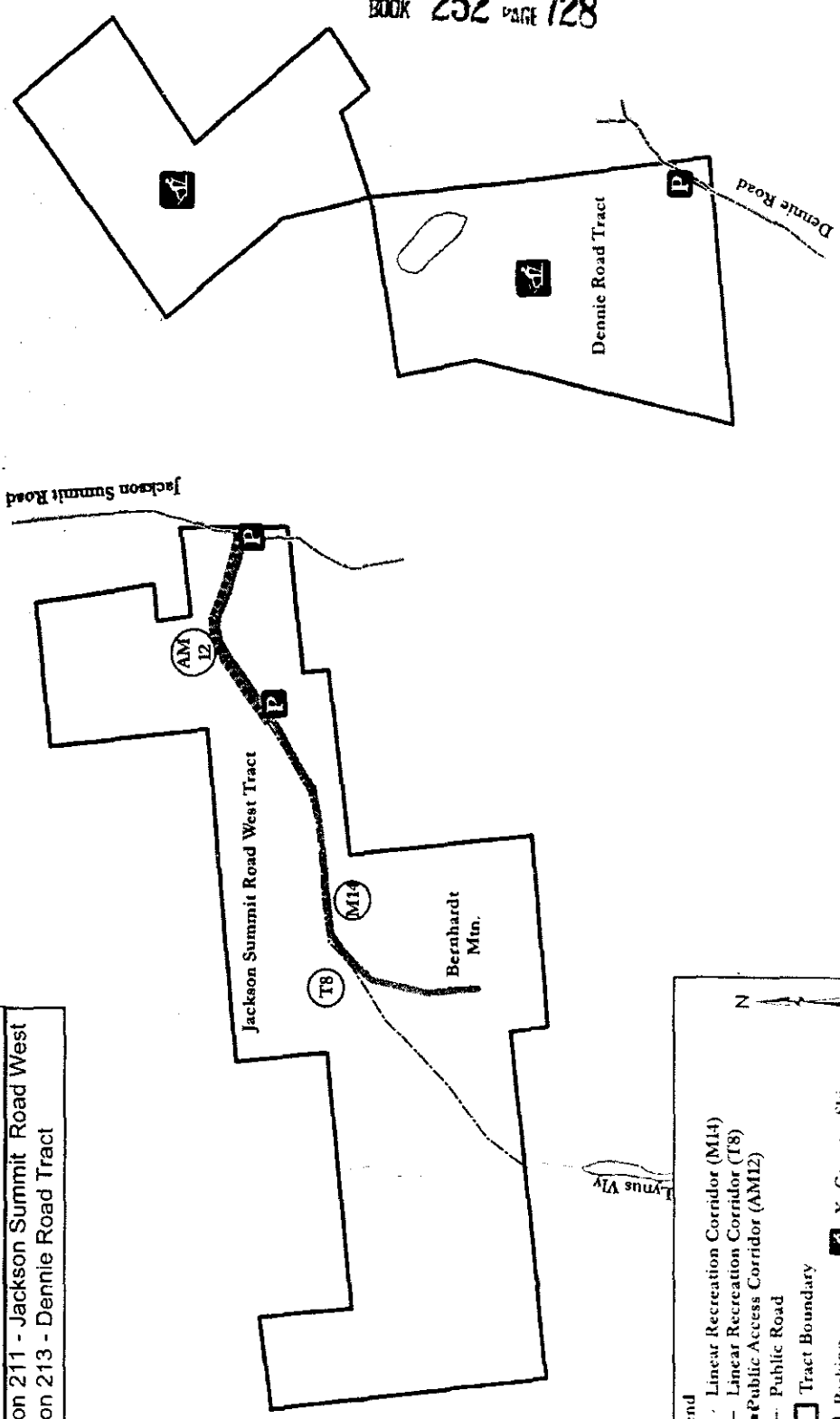
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Exhibit 14

BOOK 252 PAGE 728

Jackson Summit Road West &
Dennie Road Tracts
Town of Mayfield
Fulton County

Fulton 211 - Jackson Summit Road West
Fulton 213 - Denie Road Tract



Legend

- Linear Recreation Corridor (M14)
- Linear Recreation Corridor (T8)
- Public Access Corridor (AM12)
- Public Road
- Tract Boundary
- Parking
- X- Country Ski

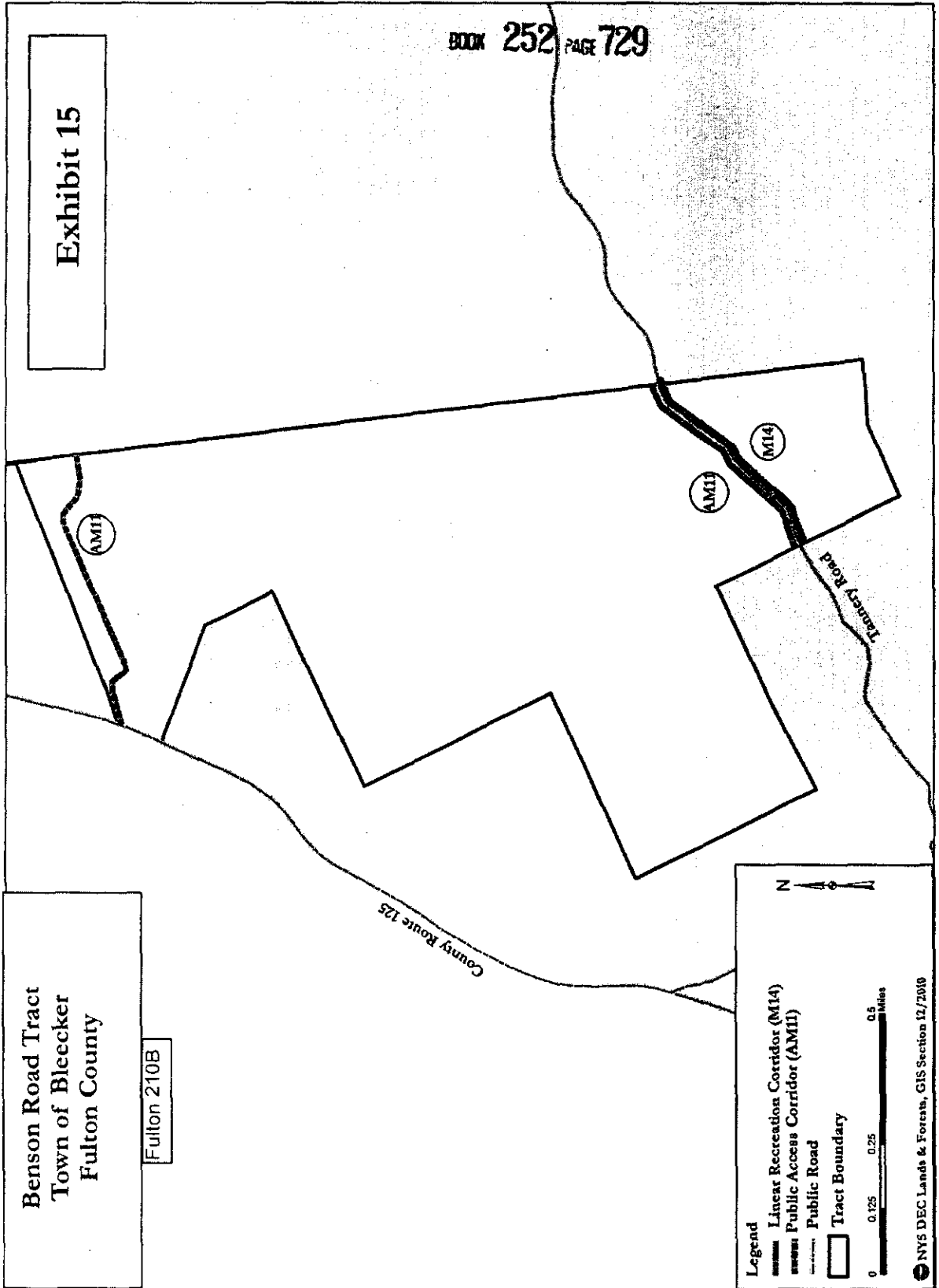
0 0.25 0.5 1 Miles

NYS DEC Lands & Forests, GIS Section 9/2008

Exhibit 15

Benson Road Tract
Town of Bleecker
Fulton County

Fulton 210B



Legend
Linear Recreation Corridor (M14)
Public Access Corridor (AM11)
Public Road
Tract Boundary
0 0.125 0.25 0.5 Miles

NYS DEC Lands & Forests, GIS Section 12/2010

Appendix A

DEFINITIONS

The following words and phrases, which appear as capitalized words in the Conservation Easement document, are so defined as follows:

Accessory Structures: Those minor, non-habitable structures associated with recreational lease camps, which shall be limited to out-houses, woodsheds, storage sheds, pavilions, fire pits, barbecues or other similar Structures.

All-Terrain Vehicle(s) ("ATV(s)"): Any self-propelled vehicle that is designed and intended to be operated primarily on off-highway trails, and only incidentally operated on public highways, provided that such vehicle does not exceed sixty (60) inches in width or eight hundred (800) pounds dry weight. This definition shall not include a motorcycle or other two-wheeled vehicle, or a Snowmobile or other such self-propelled vehicle manufactured for off-highway use on snow or ice and which uses an endless belt tread.

Archeological Site: See Parks, Recreation and Historic Preservation Law 14.07. A site listed on the State of New York Register of Historic Places; containing or yielding significant objects above or below the surface of the earth whether on land or in the waters of the state.

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.

Block(s): Portions of the Protected Property which have been specifically grouped into certain units as detailed in **Schedule A** and **Schedule C** for the purposes of permitted conveyances of portions of the Protected Property set forth in Section 3.2 and for the allocation of new Recreation Camps pursuant to Section 5.3.2B.

Building Footprint: The largest two-dimensional square footage enclosed by or occupied by the external dimensions

of a building or other Structure. The building footprint area shall include any permanent extensions or attachments to a building, such as porches (both open and enclosed), open decks, uncovered patios, and steps. 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.

C-line: A situation below which a forest stand is considered Understocked, based on generally accepted silvicultural guides and scientific reference appropriate for the forest type in question.

Camp(s); Recreation Camp(s): Structures on the Protected Property used for occasional occupancy for recreational purposes, including a cabin, trailer, lean-to and mobile home specifically located at a leased Recreation Camp site for such purpose. The term "occasional" in relation to such use shall mean that no Camp shall be used as a permanent residence.

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

Canoe Launch: The area of the Protected Property including those areas designated on the attached Exhibit Nos. 1-15, as the site for improvements necessary to facilitate the launching of a small boat or canoe, which is transported to the site on the top or inside of a passenger vehicle, into the associated waterbody.

Cultural Site(s): Sites, Structures, areas, or objects that are significant in history, architecture, archeology, or culture of the State; historic places. See Parks, Recreation and Historic Preservation Law § 14.07.

Department: The New York State Department of Environmental Conservation.

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

Endangered, Threatened, Rare, and Special Concern Species of Native Animals and Plants: Endangered, Threatened, Rare, and Special Concern Species of Native Animals and Plants are those species of animals defined as Endangered, Threatened, or Special Concern in Title 6 of the Codes, Rules, and Regulations of the State of New York Part 182 (6 NYCRR 182) or its successor regulation and also include, for purposes of this Conservation Easement, the "active inventory" of animal species listed in the most recent Rare Animal Status List produced by The New York Natural Heritage Program, and those species of plants defined as Endangered, Threatened, or Rare in Codes, Rules, and Regulations of the State of New York Part 193 or its successor regulation, and the "active inventory" of plant species listed in the most recent Rare Plant Status List produced by The New York Natural Heritage Program.

Even-Aged Forest Stand: A stand of trees composed of a single age class in which the range of tree ages is usually plus or minus twenty percent (20%) of the rotation length.

Forest Management Activities: Any forest management practices conducted on the Protected Property, including, but not limited to, the following:

1. The cultivation, harvesting and removal of Forest Products such as trees, logs, poles, posts, pulpwood, firewood, chips, seeds, pinestraw, stumps, seed cones, bark, shrubs, herbaceous vegetation, fungi, and all sugar maple products.
2. Planting trees in non-forested areas.
3. Reforesting, planting, growing, and harvesting Forest Products and other vegetation, including clearing for reforestation and disposing of harvesting debris.
4. Clearing and/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, and otherwise conducting pre-commercial timber stand improvement and thinning work.

6. Harvesting Forest Products with mechanical equipment, Motorized Equipment, and/or domestic animals.
7. Clearing and grading areas as necessary for constructing Structures and other infrastructure and improvements permitted according to the terms and conditions of this Conservation Easement.
8. Maintaining existing fields and meadows .
9. Using herbicides, pesticides, fungicides, rodenticides, insecticides, fertilizer, and pH control substances, according to the terms and conditions described in this Conservation Easement.
10. Cutting and removing trees from the growing site, and the attendant operation of mobile or portable sawmills or chippers and of cutting, forwarding, and skidding machinery, or such future equipment or technology as shall perform the same or similar tasks.
11. 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 appurtenant to any of Forest Management Activities listed in this definition.
12. Conducting fire control and other forest protection activities to control loss or damage to Forest Products or related property or investments.
13. Forest management planning and research activities, including timber cruising, forest crop selection, and other forest resource evaluation activities, as well as marking timber and performing other activities to identify trees or areas for harvest and identifying and marking property boundaries.
14. Construction, maintenance and use of Log Yards as provided for under the terms of this Conservation Easement.

Forest Management Activity Structures: Structures and improvements on the Protected Property that Grantor finds useful or necessary for conducting Forest Management Activities.

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

Forest Products: All products derived or extracted from the forest on the Protected Property, including, without limitation, trees, logs, poles, posts, pulpwood, firewood, chips, seeds, pinestraw, stumps, seed cones, shrubs, herbaceous vegetation, barks, limbs, branches, gum, sap, including sugar maple sap and mushrooms.

Forest Stand: A contiguous group of trees sufficiently uniform in species composition, arrangement of age classes, condition, or silvicultural prescription to be a homogeneous and distinguishable unit.

Grantee: The Party identified as Grantee in the preamble, its officials, employees, contractors, successors, assigns, authorized agents, personal representatives, tenants, and occupants, and where specifically set forth herein licensees and lessees of Grantee.

Grantor: The owner(s) in fee simple of the real property that is subject to this Conservation Easement. The term "Grantor" shall include Grantor, its successors, heirs and assigns, and its authorized agents, personal representatives, tenants, occupants, contractors, and employees, and where specifically set forth herein, licensees and lessees of Grantor.

High-Grading: The selective removal of tree species of high value, with little or no regard to silvicultural principles or future forest value, such that the Protected Property may become depleted of the best quality growing stock over time.

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.

Lake and Pond(s): A body of water included and shown in the National Hydrography Dataset at a map scale of 1:24,000. Small ponds or lakes with a surface area at mean low water level of ten (10) acres or less, located in the course of a stream, shall be considered a part of the stream.

Linear Recreation Corridors: Those designated travel routes established by the terms of this Conservation Easement which transverse the Protected Property.

Log Yard: An area of the Protected Property permanently established as a location to temporarily store logs, maintain a small office or sanitary facilities.

Mean High Water Mark: The approximate average high water level for a given body of water at a given location, that distinguishes between predominantly aquatic and predominantly terrestrial habitat as determined, in order of use, by the following: (1) available hydrologic data, calculations, and other relevant information concerning water levels (e.g. discharge, storage, tidal, and other recurrent water elevation data); (2) vegetative characteristics (e.g., location, presence, absence or destruction of terrestrial or aquatic vegetation); (3) physical characteristics (e.g., clear natural line impressed on a bank, scouring, shelving, or the presence of sediments, litter or debris); and (4) other appropriate means that consider the characteristics of the surrounding area.

Mechanized Equipment: Wheelchairs or other mechanical devices that are non-motorized or operate by battery power and are designed solely for use by persons with mobility impairment.

Motor Vehicle: Passenger vehicles limited to passenger cars, motorcycles intended for highway use, 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, Snowmobiles, motorboats, aircraft 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.

Motorized Public Access: Entry upon the Protected Property, or a designated corridor (road or trail), by Motor Vehicles or Motorized Recreational Vehicles.

Motorized Public Access Corridor: A Public Access Corridor designated for Motorized Public Access or general access by the public by any non-motorized means.

Motorized Recreational Vehicle: A motor vehicle manufactured primarily for recreational purposes, such as a Snowmobile, and which may or may not be manufactured for use on public roads and highways. This definition specifically excludes All-Terrain Vehicles, mobile homes, off-road motorbikes and motocross cycles.

Natural Resource Value(s): Goods and services provided either directly or indirectly to humans by the biotic and abiotic environment, including components of the biotic and abiotic environment such as flora, fauna, soil, minerals, air and water; examples of which include clean air and water, scenic vistas, flood mitigation and control, pollution abatement, plant and wildlife habitat and genetic diversity.

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 Recreational Vehicles, Motorized Equipment, or any vehicle or machine with a motor.

Non-Motorized Public Access Corridor: A Public Access Corridor designated for Non-Motorized Public Access.

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 or genetically engineered organisms.

Party/Parties: As defined in the preamble.

Perennial Stream: See ECL 15-0501; that portion of any fresh surface watercourse for which the New York State Department of Environmental Conservation has adopted, or may hereafter adopt, pursuant to applicable law or regulation, the following classifications or standards: AA, AA(T), A, (A)T, B, (B)T, or C(T), and appearing on maps maintained and on file with the New York State Department of Environmental Conservation, as well as those portions of such streams that may be similarly classified in the field by the New York State Department of Environmental Conservation. Small ponds or lakes with a surface area at mean low water level of ten (10) acres or less, located in the course of a stream, shall be considered a part of the stream. Perennial Streams are defined by the National Hydrography Dataset at a map scale of 1:24,000.

Plantation: A Forest Stand, herbaceous vegetation or shrubs that are planted, sowed, and otherwise raised artificially.

Protected Property: The lands subject to this Conservation Easement, more particularly described in **Schedule A**.

Public Highway: A roadway maintained by the local town, county or state to provide passage by the public in motor vehicles.

Public Access Corridor: A trail, road or corridor which provides the public with access to, over and across the Protected Property pursuant to the Public Recreation Easements granted herein.

Public Fishing Corridor: An area of the Protected Property designated for fishing or boating by the public pursuant to the Public Recreation Easements granted herein.

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

Public Recreational Use Areas: Those areas of the Protected Property wherein Grantee may allow public access and Public Recreational Use pursuant to the terms of this Conservation Easement.

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

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 the implementation of the Public Recreation Easements and other Affirmative Rights 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, and/or contiguous or in contact with, a watercourse.

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. New York State Natural Heritage Program shall set forth specific, documented criteria from time to time to evaluate the occurrences of the specific assemblages of plant and animal populations on the Protected Property to determine the rankings.

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

Soil Erosion: The wearing away of soil by running water, wind, ice, gravity, or other agents; detachment and movement of soil or rock by water, wind, ice, gravity, etc.

Soil Productivity: The capacity of a forest soil for producing, hosting, or supporting a specific plant,

succession of plants, or community of plants, or for providing Natural Resource Values.

Special Treatment Area: Specifically defined area(s) of the Protected Property which require additional limitations on Forest Management Activities, as set forth in the terms of this Conservation Easement, to protect certain natural and/or human resources.

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 permitted road construction and maintenance, including, without limitation, roads, culverts, and bridges.

Subdivide; Subdivision: Any 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 a portion of the Protected Property to a separate owner.

Sustainable Forestry: Forest Management Activities that achieve sustainability by practicing a land stewardship ethic that integrates the production of an economic return through sustainable commercial production and harvesting of Forest Products with the conservation of soil, air and water quality, Biological Diversity, wildlife and aquatic habitat, recreation potential, and aesthetics. Forest Management Activities on the Protected Property are considered sustainable if long-term harvest levels, although variable, are consistent with appropriate growth and yield models in an approved Forest Management Plan or Forest Certification Program.

Temporary Recreation Structure: Structures necessary to provide temporary lodging for Grantor's lessees or guests while on the Protected Property for recreational purposes such as a camper or trailer.

Tract(s): Specific parcels of the Protected Property identified by name and described in Schedule A and in Schedule C herein.

Two-Aged Forest Stand: A Forest Stand of trees with two (2) distinct age classes separated in age by more than plus or minus twenty percent (20%) of rotation length.

Understocked: A Forest Stand of trees so widely spaced that even with full growth potential realized, crown closure will not occur.

Uneven-Aged Forest Stand: A Forest Stand of trees with three (3) or more distinct age classes, either intimately mixed or in small groups.

Vernal Pool(s): Vernal pools are surface depressions in forests that fill with spring melt-water or groundwater and are dry during some part of the year. They generally have no well-defined inlet or outlet and can be identified during dry periods as surface depressions with matted leaves and water lines on trees.

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; and all Wetland classes as defined by the Adirondack Park Agency, excluding classes FO1, FO2, FO4 and FO5 (the forested wetland types).

Jane S. Zarecki
County Clerk

Heather A. Farber
Deputy County Clerk



P.O. Box 204, Route 8
Lake Pleasant, NY 12108-0204

HAMILTON COUNTY CLERK'S OFFICE

518-548-7111
518-548-9740 (fax)

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of Deeds
Page 363 and examined
Jane S. Zarecki
Hamilton County Clerk

Number of Pages 379
(Including Cover Page)

Type of Document
Conservation Easement

Grantor/Mortgagor/Assignor/Other
Upper Hudson Woodlands ATP, LLP

Location of Property

Town/Village: _____

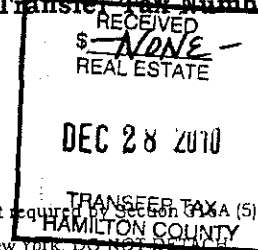
Mortgage Amount
\$ _____

Mortgage Serial Number

Grantee/Mortgagee/Assignee/Other
The Nature Conservancy, INC.

Record and Return To:
Mountain Abstract Co., INC.
PO Box 140
Chesterstown, NY 10817

Taxable Consideration
\$ _____
Transfer Tax Number 208



This sheet constitutes the Clerk endorsement required by Section 314A (5) of the Real Property Law of the State of New York. DO NOT DESTROY.