

St. Lawrence County, New York
Orin B. Thomas
Clerks Office
St. Lawrence County Clerk
Canton, NY 13617-1198

INSTRUMENT ID: 1998-00000884

Type of Instrument: REC EASEMENT NO FEES

Remarks: DEC/OTETIANA COUNCIL

OTETIANA COUNCIL INC
TO
NEW YORK STATE PEOPLE OF

Boy Scouts America

Received From: DEPT ENVIRONMENTAL CONSERVATIO

Recording Charge: .00 Recording Pages: 2

** EXAMINED AND CHARGED AS FOLLOWS : **
** TRANSFER TAX ** .00
** MTG/DEED AMOUNT ** .00

RS#: 3188

Mortgage#:

Original ID#:

Received Tax on Above Mortgage

Town: *PFLD*

Basic: .00
Special Addl: .00
Additional: .00
Mortgage Tax Total: .00

Total Recording Fees: .00

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I HEREBY CERTIFY THAT THE WITHIN AND FOREGOING WAS RECORDED IN THE CLERK'S OFFICE FOR St. Lawrence County, New York

INSTRUMENT ID#: 1998-00000884
ON (Recorded Date): 05/06/98
AT (Time): 01:39
Terminal ID: 8

Record and Return

DOUGLAS R WILSON
REGION 6 DEC
317 WASHINGTON ST
WATERTOWN, NY 13801

Orin B. Thomas

Orin B. Thomas, County Clerk



Proceeding 5913
Department of Environmental Conservation
AFE St. Lawrence 185
Otetiana Council - BSA Easement

CONSERVATION EASEMENT

RECEIVED AT
ST. LAW. CO.
CLERKS OFC.
MAY 6 1 39 PM '98

This Deed, made this 7th day of April 1998, between Otetiana Council, Inc.
Boy Scouts of America, located at 474 East Avenue, Rochester, New York 14607, Grantor,
AND

The People of the State of New York, acting by and through the Commissioner of
Environmental Conservation of the State of New York who has an office at 50 Wolf Road,
Albany, NY 12233-0001, Grantees,

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

WHEREAS, the Protected Property has been used and managed as an educational
resource and Boy Scout group camp by the Grantor for forty-four years; and

WHEREAS, the Legislature of the State of New York has declared the public policy of
the State to be conservation, preservation and protection of its environmental assets and natural
and man-made resources, and in furtherance thereof, has enacted Article 49, Title 3, of the
Environmental Conservation Law to provide for and encourage the limitation and restriction of
development and use of real property through conservation easements; and

WHEREAS, the Protected Property in its present natural condition has substantial and significant natural resources value and has not been subject to extensive development or exploitation; and

WHEREAS, the mosaic of hardwoods, lakes, ponds, marshes, bogs, spruce-fir forests and streams on, and the geographic location of the Protected Property, make the Protected Property an important and diverse habitat for wildlife, plants and ecosystems, and offers unique recreational and educational assets; and

WHEREAS, the Protected Property contains ten lakes and ponds, extensive wetlands and six major wetland types, sensitive geological features including the Massawepie esker, productive timberlands, and lands in view from public roads; and

WHEREAS, the Protected Property contains a portion of Massawepie Mire, the largest peatland complex in New York State, harboring several special natural communities, including black spruce-tamarack bog, dwarf shrub bog and inland poor fen; and

WHEREAS, the Protected Property is a known breeding site and habitat for spruce grouse (Dendragapus Canadensis), listed as a "threatened species" under Part 182.6, Endangered and Threatened Species of Fish and Wildlife; Species of Special Concern (6NYCRR 182.6, Environmental Conservation Law Section 11-0535); and

WHEREAS, the Protected Property has been carefully managed under accepted silvicultural and timber harvesting practices under Grantor's stewardship, and contains a valued northern hardwoods forest; and

WHEREAS, public use of the Protected Property has been limited to hunting, fishing, and trapping pursuant to a NYSDEC Fish and Wildlife Cooperative Agreement (with over 5000 annual angler visits), which agreement does not permit any other public recreational use of the Protected Property; and

WHEREAS, there exists great interest and demand for additional public recreational use of the Protected Property for outdoor pursuits, the provision of which as defined herein will not adversely affect the conservation values of the Protected Property; and

WHEREAS, the Protected Property contains a limited number of existing structures and facilities necessary for the current use of the Protected Property by Grantor, which structures and facilities are predominantly concentrated in one area of the Protected Property and whose use, maintenance and limited expansion will not adversely affect the conservation and recreational values of the Protected Property; and

WHEREAS, in view of the foregoing and pursuant to the provisions of the aforementioned Article 49 of the Environmental Conservation Law, the Grantee has determined it to be desirable and beneficial and has requested the Grantor, for itself and its successors and assigns, to grant a Conservation Easement to the Grantee in order to limit the use and development of the Protected Property and provide public recreational opportunities while permitting compatible uses thereof by the Grantor; and

NOW THEREFORE, the Grantor for and in consideration of ONE MILLION SEVEN HUNDRED SIXTY THOUSAND DOLLARS (\$ 1,760,000) lawful money of the United States, paid by the Grantee, receipt of which is hereby acknowledged, grants, conveys and releases to the Grantee and its successors forever for the benefit of the Grantee, a Conservation Easement in

perpetuity in, on, over, under and upon the Protected Property consisting of entry, inspection and limited public recreational access and use, all as hereinafter more fully described.

The Grantor, however, reserves to itself and its successors and assigns the rights hereinafter more fully set forth in Article III RESERVED RIGHTS and elsewhere herein along with all rights as fee owner including the right to use the property for all purposes not inconsistent with this Conservation Easement. Those rights agreed to by the parties herein as running with the Protected Property are more fully described as follows:

ARTICLE I

AFFIRMATIVE RIGHTS

1.0 PUBLIC RECREATION USE: The Grantor grants to the Grantee and its successors and assigns the right of public access to the Protected Property for recreational purposes only, subject to the terms and conditions and reserved rights set forth herein. For the purpose of this Conservation Easement, the terms "public" or "Public" shall mean any person other than Grantor, its invitees, successors or assigns or employees, agents and representatives of the NYS Department of Environmental Conservation. This right of public access and recreational use includes the following:

1.1 Uses: Public recreational uses, as that term is used herein shall include: hiking, mountaineering, tenting, camping, hunting, fishing, trapping, snowshoeing, ski touring, birding, nature study, boating, canoeing, kayaking, rowing, picnicking, swimming and other forms of primitive, unconfined recreational uses, except as restricted herein. Horseback riding and use of other animals and bicycles by the Public are allowed only upon mutual agreement of both parties.

It is the intent of this definition for "public recreational uses" to be consistent with the Adirondack Park State Land Master Plan (Section 816 of the Executive Law) of 1987 defined for State Wilderness and Wild Forest Areas.

1.2 Access: Access by the Public to and over the Protected Property is permissible by foot, including hiking, snowshoes, cross-country skiing, and boats by means of any navigable streams or bodies of water crossing or situated on the Protected Property, and motor vehicles only on designated roads.

1.3 Roads: Use by the Public on the Protected Property of motor vehicles, including automobiles, all-terrain vehicles, motorcycles, snowmobiles or other motor-driven vehicles and bicycles (except as may be agreed upon by both parties) shall be limited to the following established roads as depicted on Exhibit B attached hereto:

- a) Town Line Road, a.k.a. Massawepie Road,
- b) Russell Road,
- c) Carriage Road.

1.4 Closed to Use - Period: There shall be no public recreational use or public access on the Protected Property (except where such right exists by virtue of public navigability or public roads) during the period from June 15 through August 31.

1.5 Closed to Use - Areas: There shall be no public recreational use of or public access to the Base Camp Area and the buildings at Camp Forester (the "Forester buildings") (including the lands within fifty (50) feet of the individual Forester buildings) at any time. Said Base Camp Area and Camp Forester are shown on Exhibit B attached hereto and made a part hereof.

1.6 Overnight Camping: Overnight camping by the Public is permitted and is limited to the

designated sites, shown as "outposts" and "potential outposts" on Exhibit B attached hereto, or at other sites as agreed upon by both parties, and during the period above, including use of any lean-tos and outhouses thereon. The Public may also, during such period, camp at locations on the Protected Property which are at least one hundred fifty (150) feet from any designated site, road, trail, spring, stream, wetland, pond or other body of water.

1.7 Recreational Vehicles/Campers: Under no circumstances may the Public camp or stay overnight on the Protected Property in a motor home, bus, van, recreational vehicle, camper trailer or other similar wheeled vehicle, except as otherwise agreed upon by both parties.

1.8 Firewood: Firewood may be gathered by the Public from dead and downed trees only for on-site use by the Public to build fires for cooking or warmth only. Open fires will be regulated in the same manner as on the Forest Preserve.

1.9 Hunting, Etc.: Hunting, fishing and trapping by the Public is permitted during the period from September 1 through June 14 in accordance with established seasons and applicable rules and regulations, provided that no such activity, nor the discharge of firearms by the Public for any purpose, may occur from June 15 through August 31 anywhere on the Protected Property.

1.10 Parking Lots: Grantee shall have the right to construct and maintain five (5) parking lots as necessary for the exercise of the public recreation rights conveyed in this Conservation Easement at the locations described on Exhibit B attached hereto. Additional lots may be developed at locations agreed upon by both parties. The size of such parking lots described in Exhibit B shall be determined by mutual consent of both parties based upon current or reasonably projected needs. In no event shall any parking lots permitted herein be developed that exceed one-quarter acre in size except that the Massawepie Lake access parking lot, as described in Exhibit B, may

not exceed one-half acre in size. Any timber removed by the construction of these parking lots shall belong to the Grantor. Said parking lots shall be bounded by stones, posts or rails.

1.11 Motor Boats: Public use of motorboats is limited to electric motors only, which may not exceed four horse-power nor be capable of speeds greater than four miles per hour. All boats used and launched by the Public are limited to car top boats and canoes only, except that small boats also may be launched from trailers at the designated site on Massawepie Lake described on Exhibit B attached hereto if satisfactory facilities are available. Nothing in this Section 1.11 shall apply to the Grantor.

1.12 Trees and Vegetation: Nothing herein contained shall be construed to permit the Grantee to remove any trees, vegetation, firewood or other forest products or the removal of any live, dead or downed trees by the Public, except as provided under Sections 1.8 and 1.10 above. Any other use of trees and vegetation by the Public is expressly prohibited.

1.13 Signage: Grantee agrees to erect signage, appropriate to the character of the area, directing the Public to the designated parking lots, informing the Public as to the restrictions which apply herein including the time of year during which the Protected Property is open to the Public and general information necessary to encourage the Public to use the Protected Property with care (including "carry in - carry out" policies) and pursuant to all applicable laws. Such information shall be erected at the entry areas to the Protected Property (State Route 3, Russell Road, Town Line Road, Carriage Road) and at each parking lot. It is the responsibility of Grantor, at its option, to erect posted or similar signage at the Base Camp Area and the Forester buildings (as described on Exhibit B) on behalf of Grantor, and to erect appropriate signage around closure zones during timber harvests as provided and referenced herein. Signage and other

communication issues regarding the Public's and Grantee's responsibilities herein are more specifically outlined in Exhibit C attached hereto.

1.14 Boundaries: In order to provide for the safe and reasonable cooperative use of the Protected Property, the parties agree that both the Grantor and the Grantee may, but neither is under obligation to the other to, mark boundaries or corners of the Protected Property. Signs erected as may be necessary to carry out their rights and obligations hereunder shall conform to specifications contained in any applicable laws or governmental regulations and as outlined in Exhibit C attached hereto. Grantee shall survey the Base Camp Area and physically delineate in the field the boundaries of the Camp Forester area as referenced herein.

1.15 Garbage: Grantee shall remove in a timely manner such garbage and trash as is created by Grantee, its agents and invitees including the Public. Reference is hereby made to Article IV, Section 4.2 herein, which provides Grantor remedies in the event Grantee fails to comply with this Section 1.15.

1.16 Keys: Grantor shall provide Grantee with all keys to all gates erected on the Protected Property for the purpose of access by Grantee for administrative and enforcement purposes related to this Conservation Easement.

1.17 Limitations: Nothing contained in this Article I shall be construed as a limitation on any retained rights of Grantor.

2.0 FISH AND WILDLIFE MANAGEMENT: The Grantee shall have the right to manage the fish and wildlife resources on the Protected Property for the long term use and benefit of the Public and the Grantor.

3.0 PRESERVATION OF THE PROTECTED PROPERTY: In response to natural disaster, environmental hazard or threats to human safety, Grantee may take any emergency action necessary to preserve the Protected Property. The Grantor shall be immediately notified and consulted relative to any such emergency action. Notwithstanding the foregoing, no such action may interfere with Grantor's retained rights in the Protected Property.

4.0 RIGHT OF ENTRY: Grantee, its agents, employees and representatives, may enter the Protected Property at all reasonable times for the purpose of (a) inspecting the Protected Property to determine compliance with the terms of this Conservation Easement; (b) enforcing the terms of this Conservation Easement; and (c) taking any and all actions with respect to the Protected Property as may be necessary or appropriate to the rights of Grantee as conveyed herein. Grantor may accompany Grantee on any such entry.

ARTICLE II

RESTRICTIONS AND PROVISIONS

Grantor grants to the Grantee and its successors and assigns the right to protect the Protected Property in accordance with the terms set forth in this Conservation Easement. The parties agree that the following restrictions and provisions shall apply to the Protected Property in perpetuity:

1.0 STRUCTURES: For the purposes of this Conservation Easement, the Protected Property is considered as two areas to which different restrictions and provisions apply with respect to structures, the "Base Camp Area," and the "Undevelopable Area." "Camp Forester," including the Forester buildings, as referred to herein, is located within the Undevelopable Area of the Protected Property. Said areas are delineated on Exhibit B attached hereto and made a part

hereof.

For the purposes of this Conservation Easement, "structures" shall include but not be limited to any residence, building, tower, mobile home, bridge, dock, utility, pavilion, outhouse and other sanitary facility, bunkhouse, lean-to, camp, or other structure.

1.1 Structures in Undevelopable Area: The following restrictions and provisions apply to the Undevelopable Area of the Protected Property:

1.11 No structures of any kind may be constructed or placed within this area, except for the following:

a) Those structures in existence at the time of this grant (including but not limited to utilities, the Mire and White Trail boardwalks, footbridge at Massawepie Outlet, Forester buildings) may be repaired, replaced, and maintained, in whole or in part, by like structures having the same or similar purpose. The footprint of any existing structures, including repairs or replacements thereof, may be expanded up to 10%. Such existing structures are shown and described in the Physical Inspection Report prepared and acknowledged by both parties as referenced herein;

b) The "Outposts" and "Potential Outposts", as described and located on Exhibit B, shall each include an area with a radius of seventy five (75) feet as measured from the center of that portion of each Outpost currently most intensively used. Grantor, or Grantee with permission of Grantor, may construct and maintain one Adirondack style lean-to within each Outpost provided that such lean-to is set back at least twenty five (25) feet from any water body or wetland or as otherwise agreed upon in writing by both parties in the event such set back is physically impossible or impractical;

c) Grantor may construct outhouses or other sanitary facilities in the vicinity of each Outpost, including any necessary water provision and septic structures and other appurtenances, provided that such outhouse or other sanitary facility is set back at least one hundred fifty feet (150) from any wetland or water body or as otherwise agreed upon in writing by both parties in the event such set back is physically impossible or impractical;

d) any non-residential structure necessary for forest management, road maintenance and erosion control activities, including culverts, waterbars, gates, fences, barriers and signs;

e) notwithstanding the foregoing and with prior approval of the Grantee as set forth herein, the boardwalks on the White Trail where such trail crosses wetlands south of Massawepie Outlet and adjacent to Massawepie Lake, and on the Mire, may be expanded as may be reasonably necessary for pedestrian and wheelchair use;

f) With prior approval of the Grantee, new utilities may be constructed or placed above or under ground or under water, provided that impacts to wetlands, lake shores and scenic characteristics are minimized;

g) Within Camp Forester, described on Exhibit B attached hereto, Grantor may construct or place five (5) additional accessory structures provided that such structures are located at least one hundred fifty (150) feet from any public road or Deer Pond. For the purposes of this Conservation Easement, an accessory structure means any structure or a portion of a main structure customarily incidental and subordinate to a principal land use or development and that customarily accompanies or is associated with such principal land use or development and which is not a principal building as that term is defined herein. For the purposes of this Conservation

Easement, tents, tent platforms and other temporary, removable and seasonal structures (e.g. water buffaloes, port-a-johns, portable generator) shall not be defined as accessory structures or principal buildings and may be erected within Camp Forester.

1.2 Structures in Base Camp Area: The following restrictions and provisions apply to the Base Camp Area of the Protected Property:

1.21 No structure may be constructed or placed within one hundred (100) feet from any wetland, except for the following:

a) as may be reasonably necessary for the maintenance of existing trails and roads, as determined by the Grantor;

b) structures in existence at the time of this grant within one hundred (100) feet from any wetland may be repaired, replaced, and maintained, in whole or in part, by like structures having the same or similar purpose. The footprint of existing structures, including repairs or replacements thereof, may be expanded up to 10% provided that no such expansion of the original footprint may be closer to water bodies or wetlands than is the footprint of the existing structure. Such existing structures are shown and described in the Physical Inspection Report prepared and acknowledged by both parties as referenced herein. Replacement of any septic or other sanitary facilities in existence at the time of this grant within one hundred (100) feet from any wetland or other water body must be set back at least one hundred (100) feet from such wetlands or other water bodies; and

c) with prior approval of the Grantee, new utilities may be constructed or placed above or under ground or under water, provided that impacts to wetlands and scenic characteristics are minimized.

1.22 No structure may be constructed or placed within one hundred feet (100) from any water body except for the following:

a) structures in existence at the time of this grant within one hundred (100) feet from any water body may be repaired, replaced, and maintained, in whole or in part, by like structures having the same or similar purpose, provided that existing structures not currently used for residential or sleeping purposes may not be converted to such residential or sleeping uses. The footprint of existing structures, including repairs or replacements thereof, may be expanded up to 10% provided that no such expansion of the original footprint may be closer to water bodies or wetlands than is the footprint of the existing structure. Such existing structures are shown and described in the Physical Inspection Report prepared and acknowledged by both parties as referenced herein. Replacement of any septic or other sanitary facilities in existence at the time of this grant within one hundred (100) feet from any wetland or other water body must be setback at least one hundred (100) feet from such wetlands or other water bodies;

b) within the "maintenance complex," as shown on Exhibit B, structures may be constructed within fifty (50) feet of Catamount Pond;

c) docks may be placed provided they are temporary, not secured with permanent in-water footings, and are removed prior to ice up;

d) non-residential structures necessary and appropriate to maintenance of roads and trails;

e) with prior approval of the Grantee as set forth herein, Grantor may construct and maintain water safety and other non-residential structures appropriate and necessary to camp

waterfront uses in the areas shown and described on Exhibit B as the "existing beaches and associated waterfront areas";

f) with prior approval of the Grantee as set forth herein, Grantor may construct and maintain any non-residential structures as may be necessary for the provision or treatment of potable water within the Base Camp Area;

g) with prior approval of Grantee as set forth herein, Grantor may erect non-residential, non-sanitary structures necessary and in support of its primary educational programs provided that such structures are open-sided, less than six hundred (600) square feet in size and are placed to minimize impacts to the natural scenic character of the shore and the natural shore habitat;

h) with prior approval of the Grantee as set forth herein, Grantor may clear and create new beaches and associated waterfront areas, including the construction of structures as in 1.22 e), above, provided that the cumulative overall length of such new and existing beaches and associated waterfront areas may not exceed one thousand six hundred (1,600) feet of the shoreline within the Base Camp Area; and

I) with prior approval of the Grantee, new utilities may be constructed or placed above or under ground or under water, provided that impacts to wetlands, lake shores and scenic characteristics are minimized.

1.23 No more than ten (10) additional "principal buildings," as that term is defined by the Adirondack Park Agency Act, may be constructed within the Base Camp Area, subject to Sections 1.21 and 1.22 above, and as provided under Section 1.3 herein.

1.3 Development and Building Rights: The Protected Property and any portion thereof shall not be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development or principal building rights which have been encumbered, clustered or extinguished by this Conservation Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise; provided, however, that this paragraph shall not preclude such transfer to the Base Camp Area of the Protected Property of development or principal building rights otherwise allocated to the Protected Property in the Undevelopable Area of the Protected Property (including those within Camp Forester) under applicable zoning or density regulations or as resulting from the destruction or demolition of any existing principal building on the Protected Property, subject to the restrictions and provisions herein including Section 1.23, and provided that upon such transfer of existing principal building rights, said principal buildings may thereafter not be replaced at the original site or elsewhere within the Undevelopable Area of the Protected Property.

1.4 Laws: Any new land use, subdivision, construction and development must comply with all applicable local, state and/or federal laws.

2.0 FOREST RESOURCE MANAGEMENT: Forest management activities, as defined herein, shall adhere to the following principles: maintenance of soil productivity; conservation of water quality, wetlands and riparian zones; protection of scenic quality; maintenance or creation of a balance of forest age classes and native species composition; maintenance or improvement of

the overall quality of the timber resource; conservation of viable populations of native plant and animal species.

As used herein, the term "forest management" shall mean: the right to manage the Protected Property for forest products, including the right to harvest for commercial forest management operations, (including, but not limited to, the removal of forest products such as trees, logs, poles, posts, pulpwood, firewood, chips, seeds, pinestraw, stumps, seed cones, shrubs, lesser vegetation, and all sugar maple products); to plant trees in non-forested areas; to reforest, plant, grow and harvest forest products and other vegetation; to clear or restore forest cover damaged or destroyed by fire, water or natural disaster; to selectively prune or trim trees, foliage and other vegetation; to harvest forest products with mechanical equipment and/or with domestic animals; to apply any herbicides, pesticides, fungicides, rodenticides and insecticides as may be appropriate for forest management objectives and consistent with applicable statutes and regulations; to clear areas necessary for the construction of permitted structures; and to maintain existing fields, meadows, roads, trails and landing yards including the use of culverts, fences and barriers.

Specific forest management restrictions applicable to the Protected Property:

2.1 Forest Management: Grantor may conduct forest management activities on the Protected Property provided that such forest management is in accordance with sound and generally accepted silvicultural standards, follows a written forest management plan the goal of which shall be in furtherance of the above objectives and principles as stated in Article II Section 2.0, and is conducted under the supervision of a professional DEC forester, a DEC professional cooperating forester or other designee, or professional forester as defined by the Society of American

Foresters. Forest management activities shall be guided by the New York State Department of Environmental Conservation policies and procedures, Title 8409.12 Timber Management Handbook or its successor and the above objectives and principles.

2.2 Timber Harvesting: Except for incidental removal or planting of trees and shrubs, the harvesting and removal of forest products as herein described shall be conducted under the supervision (including timber marking, bidding, contracts, logging oversight and ensuring forest management plan compliance and adherence to the restrictions herein) of a professional DEC forester, a DEC professional cooperating forester or other designee, or professional forester as defined by the Society of American Foresters, and adhere to U. S. Natural Resource Conservation Service standards and the current Society of American Foresters' Timber Harvesting Guidelines for New York, LF-P185, or its successor. All harvesting and related activities shall be conducted in accordance with any applicable rules and regulations of any government agency having jurisdiction and the Environmental Conservation Law.

2.3 Forest Management Buffer Area: Other than as set forth in Section 2.4, no forest management activities may take place within the Forest Management Buffer Area¹ as shown on Exhibit B and as described herein as footnote number one (1) (except removal of trees and other vegetation as

¹ The "Forest Management Buffer Area" includes all land, water, wetlands shown on Exhibit B as included in the Forest Management Buffer Area, and the following:

1. all land 100 feet from the high water mark of all lakes, ponds and all streams and wetlands except Tuttle Brook and associated wetlands and the portion of the inlet stream flowing into the northwest bay of Massawepie Lake outside the Base Camp Area, and
2. all land 100 feet from both sides of the centerline of Town Line a.k.a. Massawepie Road and Russell Road, and
3. other land and wetlands shaded on the map as included in the Forest Management Buffer Area (e.g.. shaded wetlands and land between Boottree Pond and Massawepie Mire, land east of Pine Pond, land north of Boottree Pond, land between Catamount Pond and Round Pond), land between Town Line Road and Long Pond (but excepting the Sand and Gravel Extraction area).

may be necessary for maintenance of existing roads, utilities, new and existing trails and structures, views, and for safety concerns and protection of structures, or as necessary for creation and maintenance of new and existing beaches as provided herein).

2.4 Wetlands: Forest management activities may take place in and within one hundred (100) feet of wetlands within the Forest Management Buffer Area identified on Exhibit B only under the following conditions:

a) proposed activities are intended to enhance specific ecological goals related to native boreal species (e.g., enhance spruce grouse habitat); and

b) proposed activities are upon mutual agreement of both parties and in consultation with an independent third party science or education-based entity; and

c) such activities are planned and supervised by a professional DEC forester, a DEC professional cooperating forester or other designee, or professional forester as defined by the Society of American Foresters in consultation with a qualified ecologist; and

d) such activities adhere to the current Society of American Foresters' Timber Harvesting Guidelines for New York, LF-P185, or its successor and the other standards as set forth herein.

Notwithstanding the foregoing, Grantor may conduct forest management activities on the upland and non-Buffer areas of the Protected Property in accordance with the other provisions and restrictions contained in this Conservation Easement.

2.5 Roads and Trails: No forest management activities may take place, including construction of timber landing yards, within one hundred (100) feet of either side of Massawepie (Town Line) Road, Russell Road and State Route 3 (except as may be necessary for road and trail maintenance, construction and safety, as provided herein). Grantor may maintain, repair and

construct trails and roads on the Protected Property necessary for uses permitted herein, provided that any landing yard may not be located within the Forest Management Buffer Area shown on Exhibit B. Any grading or change in topography necessary for roads and trails shall blend into the natural topography of the Protected Property and be limited to the minimum necessary for the uses permitted under this Conservation Easement.

2.6 Closure Zones: Grantor may designate "closure zones" during timber harvest operations. Notification of said closure will be provided to the Grantee at least thirty (30) days in advance. Areas being actively harvested will be closed, at Grantor's option, to Public use and so posted by the Grantor. Those zones may be closed for a maximum of two years. No more than two hundred fifty (250) acres of the Protected Property may be closed at one time. It shall be the sole responsibility of Grantor to erect signs indicating to the Public that such closure zones are temporarily off-limits to the Public. Nothing herein shall be construed or interpreted to provide the Public with any access rights to the Base Camp Area.

3.0 MINING: The only mining activities allowed are non-commercial sand and gravel extraction for use by the Grantor or Grantee on the Protected Property only. Sand and gravel may be extracted from the existing sand and gravel extraction area shown on Exhibit B and from a second gravel area the location of which is to be mutually agreed upon by the Grantor and Grantee at such time as a second extraction area becomes necessary, provided that no such second sand and gravel extraction area may be located within the Forest Management Buffer Area. Neither the existing area or the newly established area shall exceed 2.5 acres of disturbance. In the event a suitable second sand and gravel area cannot be found on the Protected Property, Grantor may expand the existing area, without regard to the Forest Management Buffer Area to a

total of three (3) acres provided that such additional half acre expansion is located to the northeast or east of the existing area. Both areas shall conform to all applicable laws and shall be regraded to a slope of one-on-two when the sand and gravel activities cease. The regraded area shall be reseeded with a mixture of twenty (20) pounds red fescue, two (2) pounds red top clover and eight (8) pounds trefoil per acre following regrading.. Soil extraction, grading and excavation for new structures, roads, trails and landings as permitted herein, including septic facilities, is allowed.

4.0 WASTE DISPOSAL: There shall be no dumping of trash, garbage, oil or other petroleum products or waste, or hazardous waste, nor storage of hazardous waste (except legal storage incidental to the operation and maintenance of the Protected Property), nor substantially changing of the topography through the placing of soil or other substance or material such as land fill or dredging spoils, except that slash from timber harvest operations may be left on the Protected Property and rubble from the removal of structures on the Protected Property may be buried (provided that such rubble does not contain hazardous waste and is buried at least one hundred (100) feet from any wetland, stream, lake or other water body).

ARTICLE III

RESERVED RIGHTS

Nevertheless, and notwithstanding any of the foregoing provisions to the contrary and as expressly limited herein, the Grantor reserves to itself, its successors, lessees, invitees, contractors and assigns the following rights with regard to the Protected Property (the "Reserved Rights"):

1.0 USE: The right to perform any act not specifically prohibited or restricted by this Conservation Easement, including but not limited to, the right of exclusive use, possession and

enjoyment of the Protected Property, including all rights as fee owner to the Protected Property, and the right to use the Protected Property for all purposes not inconsistent with this Conservation Easement;

2.0 CONVEYANCE: The right to give, sell, assign, lease, mortgage or otherwise transfer all or any portion of the Protected Property by operation of law, by deed, or by indenture, subject and subordinate to this Conservation Easement;

3.0 PROTECTION: The right to take action necessary to preserve water levels, to preserve the natural purity of the water, or to prevent the erosion of any slope or shoreline on the Protected Property, provided the written consent of the Grantee is first obtained, and any appropriate permits are obtained; and

4.0 EMERGENCY ACTION: In response to natural disaster, environmental hazards, or threats to human safety, Grantor may take emergency action to preserve and protect Grantor's rights herein.

ARTICLE IV

TERMS AND CONDITIONS

The provisions upon which this Conservation Easement are given and accepted are more fully defined as follows:

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

2.0 FAILURE TO ACT: Grantor and Grantee shall make every reasonable effort to abide by the terms of this Conservation Easement. However, the failure of the Grantee or Grantor to insist upon the strict performance of any of the terms, conditions, covenants, or restrictions contained herein, shall not be deemed a waiver of any terms, conditions, covenants or restrictions contained herein, nor shall any such failure of the Grantee or Grantor in any way bar its enforcement rights hereunder in the event of any subsequent breach of, or noncompliance with or fault in observance of any of the terms, conditions, covenants or restrictions contained herein.

3.0 PHYSICAL INSPECTION REPORT: The Grantor and the Grantee agree that within six (6) months of the recording of this Conservation Easement a Report of Physical Inspection of Protected Property will be completed by Grantee at no expense to Grantor except that Grantor shall bear the expense of the involvement, if any, of its staff. Said Physical Inspection Report will accurately and completely describe the existing condition of the Protected Property on the date thereof. Said Physical Inspection Report will be subscribed to by both the Grantor and the Grantee indicating their concurrence that such report accurately and completely describes the Protected Property as of the date thereof. Said Report, or copies thereof, shall be made available on any reasonable request to the Grantor, its successors and assigns. Said Report may include, but is not limited to, the following described items: appropriate survey maps and maps from the United States Geological Survey (showing property lines and other features of the Protected Property), maps of the Protected Property drawn to scale showing all existing man-made improvements or incursions (such as roads, buildings, land-use, other structures, gravel pits), maps and/or descriptions of natural features, forest resources and habitat on the Protected Property, aerial photographs of the Protected Property at an appropriate scale taken as close as

possible to the date hereof, on-site photographs taken at appropriate locations on the Protected Property, an affidavit subscribed by both the Grantor and the Grantee indicating their concurrence that such Report accurately and completely describes the Protected Property as on the date thereof. Both Grantee and Grantor acknowledge that said Report will be updated with addenda as conditions change over time on the Protected Property, and that Grantee shall make available to Grantor any such addenda to said Report upon reasonable request.

4.0 ENFORCEMENT:

4.1 Grantee's Rights: In the event of a breach of any of the covenants, restrictions, terms or conditions of this Conservation Easement, and notwithstanding any other language in this instrument to the contrary, the Grantee shall notify the Grantor of any failure to comply with any of the terms of this Conservation Easement. Such notice shall set forth how the Grantor can cure such noncompliance and give the Grantor a reasonable time from the date of receipt of the notice in which to cure, based on the parties' understanding that due consideration must be given for the severe weather conditions that exist during the months of November through April of each year. At the expiration of such period of time to cure, the Grantee shall notify the Grantor of any failure to adequately cure the deficiencies set forth in the initial notice. The Grantor shall then have an additional fifteen (15) days from receipt of such notice to cure deficiencies. At the expiration of said fifteen-day period, but not prior thereto, the Grantee may commence legal proceedings to require compliance with the terms of this Conservation Easement.

It is understood and agreed by the parties hereto that the Grantor, its successors and assigns shall not be liable for any changes to the Protected Property caused by any natural disaster

or act of God, acts of Grantee, its agents and representatives or the acts of the Public while on the Protected Property pursuant to the public access rights granted by this Conservation Easement.

4.2 Grantor's Rights: In the event of a breach of any of the covenants, restrictions, terms, conditions or obligation of the Grantee contained in this Conservation Easement, and notwithstanding any other language in this instrument to the contrary, the Grantor shall notify the Grantee of any failure to comply with any of the terms of this Conservation Easement. Such notice shall set forth how the Grantee can cure such noncompliance and give the Grantee a reasonable time from the date of receipt of the notice in which to cure, based on the parties' understanding that due consideration must be given for the severe weather conditions that exist during the months of November through April of each year. At the expiration of such period of time to cure, the Grantor shall notify the Grantee of any failure to adequately cure the deficiencies set forth in the initial notice. The Grantee shall then have an additional fifteen (15) days from receipt of such notice to cure deficiencies. At the expiration of said fifteen-day period, but not prior thereto, the Grantor may a) commence legal proceedings to require compliance with the terms of this Conservation Easement, and/or b) at its option, close the Protected Property to such public access and use until such time as it deems such failure is cured.

It is understood and agreed by the parties hereto that the Grantee, its successors and assigns shall not be liable for any changes to the Protected Property caused by any natural disaster or act of God, acts of Grantor, its agents and representatives while on the Protected Property.

4.3 Disputes: The parties agree that, to the extent permissible, the provisions of section 3222 of the Civil Practice Law and Rules or successor thereto shall apply to and govern any dispute between Grantor and Grantee arising out of this agreement

5.0 FEE TITLE: It is understood and agreed by the parties that the underlying fee title to the Protected Property remains in the Grantor, subject to the terms of this Conservation Easement, and that the lands constituting the Protected Property do not, by the granting of this Conservation Easement, become a part of the Forest Preserve.

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

7.0 AMENDMENT: This Conservation Easement may be amended by the parties hereto by mutual agreement in writing, executed by both parties and recorded in the St. Lawrence County Clerk's office, or in accordance with the provisions of section 49-0307 of the Environmental Conservation Law or successor thereto.

8.0 CONSENT AND APPROVAL AND NOTICES: Except as otherwise specifically provided for herein, it is mutually agreed that whenever a consent or approval is required from or notice required to either the Grantor or the Grantee, the party seeking the consent or approval or giving notice shall send a written request for such consent or approval by personal service or delivered by certified mail return receipt requested to the address of the other party as hereinafter provided and said party shall respond to said request within twenty (20) days of its receipt. In the event that the consenting or approving party fails to respond in writing within said twenty (20) day period, its consent or approval shall be deemed given, and notice deemed adequately given. It is mutually agreed that such consent or approval shall not be arbitrarily or unreasonably withheld

by either party, and that such consent or approval shall be judged solely on the consistency of the proposed action with the purposes and conditions of this Conservation Easement.

9.0 ADDRESSES: Any notice required to be sent to the Grantor herein shall be addressed to: Otetiana Council, Inc., 474 East Avenue, Rochester, NY, 14607, ATTN.: Council Executive, or as otherwise provided hereunder.

Any notice required to be sent to the Grantee herein shall be addressed to: Regional Director, New York State Department of Environmental Conservation, 317 Washington Street, Watertown, NY, 13601 with a copy to Director, Division of Lands and Forests, NYS Dept. of Environmental Conservation, 50 Wolf Road, Albany, NY, 12233-4250, or as otherwise provided hereunder.

Either party may change the individual or address to which notices are to be sent by giving written notice thereof to the other party.

10.0 OTHER PARTIES: The Grantor and the Grantee will cooperate in the enforcement of the terms of this Conservation Easement. In the event that the Grantee determines that legal proceedings are necessary against some party other than the Grantor, its successors, assigns, agents, contractors, invitees, then the Grantor may agree to join the Grantee in pursuing such legal proceeding provided that nothing herein contained shall obligate the Grantor to expend any funds, other than for its review of papers and execution thereof.

11.0 CAPTIONS: The captions herein have been inserted solely for convenience of reference and are not a part of this Conservation Easement and shall have no effect upon construction or interpretation.

ARTICLE V

FURTHER COVENANTS AND REPRESENTATIONS

The Grantor does further covenant and represent as follows:

1.0 TAXES: The Parties, for themselves, their successors and assigns, covenant and agree to pay all taxes and assessments lawfully assessed against their respective interest in the Protected Property and upon request to furnish to the other party copies of tax receipts showing such payment.

2.0 SUBSEQUENT CONVEYANCES: The Grantor for itself and its successors and assigns covenants and agrees that any subsequent conveyance of the Protected Property, except one to the Grantee pursuant to the terms of Covenant 1.0 hereof, or any lease, mortgage, or other transfer or encumbrance of the Protected Property shall be subject to this Conservation Easement and that any instrument evidencing such transfer lease, mortgage or encumbrance shall contain the following statement: "This (grant, lease, mortgage, easement, etc.) is subject to a certain Conservation Easement entered into between Otetiana Council, Inc. and The People of the State of New York, dated _____, and recorded in the Office of The Clerk of St. Lawrence County in Book ____ of Deeds at Page _____."

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

The duty to indemnify and save harmless prescribed by this paragraph shall be conditioned upon (i) delivery to the Attorney General by the Grantor of the original or a copy of any

summons, complaint, process, notice, demand or pleading within ten (10) business days after it is served with such document, (ii) representation by the Attorney General or representation by private counsel of Grantor's choice subject to the approval of the Attorney General, whenever the Attorney General determines in his sole discretion based upon his investigation and review of the facts and circumstances of the case that representation by the Attorney General would be inappropriate, and (iii) the full cooperation of the Grantor in the defense of such action or proceeding and in defense of any action or proceeding against the Grantee based upon the same act or omission, and in the prosecution of any appeal. Notwithstanding the foregoing, nothing previously set forth in this Section 3.0 shall constitute a release, waiver or bar of any rights Grantor may have for contribution from the Grantee pursuant to the Court of Claims Act, such rights being independent of and in addition to any rights of Grantor set forth in this Section 3.0.

4.0 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 provisions 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.

5.0 ADDITIONAL COVENANTS: The Grantor does covenant with the Grantee as follows:

FIRST: That Grantor is seized of the premises in fee simple, and has good right to convey this Conservation Easement and rights hereunder;

SECOND: That Grantee shall quietly enjoy said rights;

THIRD: That premises are free from encumbrances, subject to easements, covenants and restrictions of records;

FOURTH: That Grantor will execute or procure any further necessary assurance of the title to the premises reasonably requested by Grantee; and

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

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

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

OTETIANA COUNCIL, INC.
Boy Scouts of America

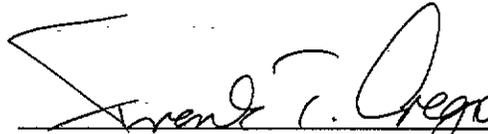
BY: J. W. Duma D. President
Its:

The People of The State of New York
Acting by and through the
Department of Environmental Conservation

BY: J. P. Cahill
Its: Commissioner

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

On this 7th day of April, 1998 before me came J.W. Quinn
to me known who, being by me duly sworn, did depose and say that
he resides at P. Bedford, NY that he is the President of Otetiana Council
of the Boy Scouts of America, the corporation described in and which executed the foregoing
instrument, and the he/she signed his/her name thereto by order of the Board of Directors of said
Corporation.


NOTARY PUBLIC STATE OF NEW YORK

FRANK T. CREGO
Notary Public in the State of New York
Monroe County, N.Y.
Commission Expires Nov. 30, 1999

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

On this 30 day of April, 1998 before me, personally came
John P. Cahill to me known, who being by me duly sworn, did depose and say that he
resides at Youkers, N.Y. and is the Commissioner of the
New York State Department of Environmental Conservation, that he executed the foregoing on
behalf of the New York State Department of Environmental Conservation, pursuant to authority
of law duly delegated.


NOTARY PUBLIC STATE OF NEW YORK

LESTER EARL DENISON
Notary Public, State of New York
Qualified in Saratoga County
No. 4754021
Commission Expires 10/31/99

EXHIBIT "A"

LEGAL DESCRIPTION

PROJECT: AFP- St . Lawrence 185

Vendor: Otetiana Council, Inc. Boy Scouts of America

ALL THAT PIECE OR PARCEL OF LAND situate in Lots 1, 2, 7, 8, 9, 13, 14, 19 and 20, Township 6, Great Tract 2, Macomb's Purchase, Town of Piercefield, St. Lawrence County, State of New York, said parcel being more particularly bounded and described as follows;

Beginning at a point, said point being the common corner of Townships 2, 3, 5 and 6 of said Great Tract 2 and is historically known as the "Maple Tree Corner", said point is also the southwest corner of the herein described parcel;

Thence from said point of beginning and in an easterly direction along the division line between Townships 3 and 6 of said Great Tract 2 and along the division line between the herein described parcel in said Township 6 and lands of John Hancock Mutual Life Ins. in said Township 3 approximately 2486 feet to a point, said point being the southeast corner of the herein described parcel and the southwest corner of lands of Niagara Mohawk Power Corp;

Thence in a northerly direction through Lot 19 of said Township 6 and along the division line between the herein described parcel and lands of said Niagara Mohawk approximately 2640 feet to a point;

Thence in a northeasterly direction and through Lots 19, 20 and 14 of said Township 6 and along the division line between the herein described parcel and said lands of Niagara Mohawk approximately 12994 feet to a point, said point being the common corner of Lots 8, 9, 14 and 15, said point also being the southwest corner of lands of IP Timberlands Operating Company Ltd in Lot 9;

Thence in a northerly direction and along the division line between Lots 8 and 9 and the division line between the herein described parcel and said lands of IP approximately 3959 feet to a point in the south bounds of the old Gale Farm;

Thence easterly along the south bounds of said Gale Farm and along the division line between the herein described parcel and said lands of IP approximately 502 feet to the west margin of N.Y.S. Route 3;

Thence northwesterly and along said west margin of Route 3 approximately 2184 feet to a point, said point being the

southeasterly corner of lands of Dumas;

Thence along the division line between the herein described parcel and said lands of Dumas N 74° 20'55" W 475.46 feet to a point marked by found iron pipe;

Thence continuing along the division line between the herein described parcel and said Dumas S 30° 40'31" W 270.51 feet to a point, marked by a found iron pipe;

Thence continuing along said division line N 89° 39'30" W 558.68 feet to a point marked by a nail set flush; said point being the southwest corner of said Dumas;

Thence continuing along the division line between the herein described parcel and said Dumas and going in a northerly direction approximately 2665 feet to a point; said point being the most northeasterly corner of the herein described parcel;

Thence westerly along the division line between the herein described parcel and lands of said Vine and lands of Zhan, Kenney et al and John Hancock Mutual Life Ins. approximately 9700 feet to a point in the division line between Townships 5 and 6 of said Great Tract 2, said point also being the southwest corner of lands of said John Hancock;

Thence southerly along the division line between the aforementioned Townships 5 and 6 and along the division line between the herein described parcel and lands of IP Timberlands Operating Company LTD and the lands of the Grass River Outing Club in said Township 5 approximately 19831 feet to the point or place of beginning.

Containing approximately 3700 Acres.

Excepting and reserving from the above described lands a parcel conveyed to R. and K. Parsons by a deed recorded in the St. Lawrence County Clerks in Liber of Deeds 1076 at Page 792.

Also excepting the following parcel referred to in the easement document as the "Base Camp Area" which consist of the Base Camp and the area around Wellington Lodge, said parcels being described as follows.

BASE CAMP AREA

BASE CAMP

The Base Camp is located in portions of Lots 1, 2, 7 and 8 of Township 6 and is generally on the northerly shore of Massawepie Lake and on the northerly and westerly shores of Catamount Pond and is more particularly bounded and described as follows;

Beginning at a point in the west margin of N.Y.S. Route 3, said point being the southeasterly corner of lands of Dumas;

Thence westerly along the division line between the herein described parcel and said lands of Dumas the following four (4) courses and distances;

- 1) N 74° 20'55" W 11.37 feet to a point marked by a found iron pipe;
- 2) N 74° 20'55" W 464.09 feet to a point marked by a found iron pipe;
- 3) S 30° 40'31" W 270.51 feet to a point marked by a found iron pipe;
- 4) N 89° 39'30" W 558.68 feet to a point marked by a nail set flush, said point being the southwest corner of said Dumas;

Thence N 89° 39'30" W 1157.19 feet to a point lying approximately 30 feet west of the centerline of the Russell Road and passing through a point marked by a capped No. 5 iron rod in a pile of stones set as a line marker at 1072.41 feet;

Thence along a line lying 30 feet westerly of the centerline of said Russell Road and 30 feet northerly of the centerline of the road to Mountaineer the following twenty two (22) courses and distances;

- 1) S 33° 26'45" W 92.64 feet to a point;
- 2) S 25° 48'35" W 64.66 feet to a point;
- 3) S 15° 21'10" W 79.37 feet to a point;
- 4) N 68° 37'45" W 67.57 feet to a point;
- 5) N 78° 09'20" W 84.13 feet to a point;

- 6) S 88° 10'20" W 78.40 feet to a point;
- 7) S 82° 10'30" W 87.84 feet to a point;
- 8) S 85° 50'40" W 55.56 feet to a point;
- 9) N 88° 01'50" W 85.75 feet to a point;
- 10) S 86° 24'25" W 86.57 feet to a point;
- 11) N 87° 40'30" W 52.64 feet to a point;
- 12) N 63° 00'20" W 60.76 feet to a point;
- 13) N 36° 52'05" W 93.18 feet to a point;
- 14) N 16° 49'40" W 98.77 feet to a point;
- 15) N 15° 38'40" W 96.42 feet to a point;
- 16) N 28° 43'05" W 71.08 feet to a point;
- 17) N 40° 09'00" W 76.27 feet to a point;
- 18) N 44° 45'40" W 192.44 feet to a point;
- 19) N 48° 32'35" W 75.81 feet to a point;
- 20) N 59° 27'45" W 59.25 feet to a point;
- 21) N 68° 58'20" W 70.17 feet to a point;
- 22) N 85° 53'20" W 88.58 feet to a point marked by a capped No. 5 iron rod in a pile of stones;

Thence N 27° 07'05" W and passing to the east of the existing rifle range, 553.50 feet to a point marked by a capped anchor drill set in a large boulder 7'x 6'x 5'high;

Thence S 69° 08'40" W, and passing to the north of the aforementioned rifle range, 1896.64 feet to a point marked by a capped anchor drill set in bed rock in a pile of stones, said point being a GPS control point stamped 6059;

Thence S 54° 47'50" W 1954.42 feet to a point marked by a capped No. 5 iron rod in a pile of stones located to the east of a small stream, said point being located 1100 feet more or less upstream from the road leading into Mountaineer and is a

GPS control point stamped 6070;

Thence S 21° 01'10" W 1523.64 feet to a point marked by a capped No. 5 iron rod in a pile of stones, said point being a GPS control point stamped 6074;

Thence S 23° 03'15" W 1084.19 feet to a point marked by a nail in an existing trail and passing through a point marked by a capped No. 5 iron rod in a pile of stones set as a line marker at 1054.04 feet;

Thence continuing along said trail the following sixteen (16) courses and distances;

- 1) N 51° 12'30" W 126.60 feet to a point marked by a nail;
- 2) N 73° 22'40" W 13.37 feet to a point marked by a nail;
- 3) S 82° 06'20" W 38.82 feet to a point marked by a nail;
- 4) S 61° 12'10" W 57.05 feet to a point marked by a nail;
- 5) S 46° 41'50" W 85.52 feet to a point marked by a nail;
- 6) S 06° 53'50" W 86.48 feet to a point marked by a nail;
- 7) S 15° 48'15" W 123.01 feet to a point marked by a nail;
- 8) S 04° 06'20" W 151.02 feet to a point marked by a nail;
- 9) S 17° 32'10" E 36.85 feet to a point marked by a nail;
- 10) S 35° 16'15" E 45.73 feet to a point marked by a nail;
- 11) S 57° 16'20" E 56.07 feet to a point marked by a nail;
- 12) S 17° 56'30" E 89.32 feet to a point marked by a

nail;

13) S 21° 36'05" E 80.47 feet to a point marked by a nail;

14) S 26° 27'10" E 59.16 feet to a point marked by a nail;

15) S 01° 55'00" W 58.95 feet to a point marked by a nail;

16) S 01° 44'10" E 76.91 feet to a point marked by a capped No. 5 iron rod in a pile of stones;

Thence S 79° 55'10" E 867.36 feet to a point marked by a capped No. 5 iron rod in a pile of stones, said point being a GPS control point stamped 6078;

Thence S 09° 02'40" W 436.03 feet to a point marked by a capped No. 5 iron rod in a pile of stones, said point being a GPS control point stamped 6077;

Thence S 68° 17'05" E 36 feet more or less to a point on the shore of Massawepie Lake;

Thence in a northerly and easterly direction along said shore line as it winds and turns 2521 feet more or less to a point on said shore;

Thence N 10° 24'10" E 10 feet more or less to a point marked by a capped No. 5 iron rod in a pile of stones, said point being a GPS control point stamped 6076;

Thence N 10° 24'10" E 1584.13 feet to a point marked by a capped No. 5 iron rod in a pile of stones;

Thence N 10° 24'10" E 76 feet more or less to a point on the shore of Massawepie Lake;

Thence northerly, easterly and southerly along the shore of said lake as it winds and turns approximately 9306 feet to a point on said east shore generally opposite and west of Round Pond;

Thence N 40° 58'20" E 18 feet more or less to a point marked by a capped No. 5 iron rod in a pile of stones;

Thence N 40° 58' 20" E 173.62 feet to a point marked by

a capped No. 5 iron rod in a pile of stones;

Thence N 40° 57' 00" E and crossing the centerline of Massawepie Road at 39.5 feet and going a total distance of 68.59 feet to a point marked by a capped No. 5 iron rod in a pile of stones;

Thence N 14° 37' 35" W 34.50 feet to a point marked by a capped No. 5 iron rod in a pile of stones;

Thence N 53° 20' 45" E 148.62 feet to a point marked by a capped No. 5 iron rod in a pile of stones;

Thence N 53° 20' 45" E 169.75 feet to a point marked by a capped No. 5 iron rod in a pile of stones;

Thence N 53° 20' 45" E 70 feet more or less to a point on the shore of Catamount Pond;

Thence generally northerly and easterly along the westerly and northerly shore of Catamount Pond as it winds and turns 5357 feet more or less to a point on said shore;

Thence N 88° 57' 42" E 127 feet more or less to a point marked by a capped No. 5 iron rod in a pile of stones;

Thence N 88° 57' 42" E 127.77 feet to a point marked by a capped No. 5 iron rod in a pile of stones;

Thence N 88° 57' 42" E 48.15 feet to a point in the westerly margin of NYS Route 3;

Thence in a northerly direction along said westerly bounds of Route 3 562 feet more or less to the point or place of beginning.

Containing 477 Acres more or less

WELLINGTON

Wellington is located in Lot 8 of said Township 6 and is located on the southeast shore of Massawepie Lake and westerly of the Massawepie Road and west of Long Pond, said parcel encompasses Wellington Lodge and is more particularly described as follows;

Beginning at a point in the centerline of Massawepie Road 1418.1 feet southerly along said centerline from where the

southerly bounds of the above described Base Camp line crosses said road;

Thence southwesterly along the centerline of the Massawepie Road the following four (4) courses and distances;

- 1) S 53° 49'00" W 47.47 feet to a point;
- 2) S 55° 01'00" W 147.63 feet to a point;
- 3) S 53° 58'50" W 62.88 feet to a point;
- 4) S 47° 30'15" W 73.34 feet to a point;

Thence N 60° 56'20" W 24.51 feet to a point marked by a capped No. 5 iron rod in a pile of stones;

Thence N 60° 56'20" W 42.78 feet to a point marked by a capped No. 5 iron rod in a pile of stones;

Thence N 60° 56'20" W 34.6 feet to a point on the shore of Massawepie Lake;

Thence northeasterly along said lake shore as it winds and turns, said shore line being generally described by the following four (4) courses and distances;

- 1) N 21° 46'05" E 58.84 feet to a point;
- 2) N 28° 33'40" E 96.64 feet to a point;
- 3) N 42° 15'40" E 188.47 feet to a point;
- 4) N 40° 29'05" E 56.47 feet to a point;

Thence S 35° 16'05" E 11.0 feet to a point marked by a capped No.5 iron rod in a pile of stones;

Thence S 35° 16'05" E 170.54 feet to a point marked by a capped No. 5 iron rod in a pile of stones;

Thence S 35° 16'05" E 29.49 feet to the point or place of beginning.

Containing 1.36 acres more or less.

The total area contained in the "Base Camp Area" is 478.36 Acres more or less.

FORESTER

Forester is located in Lot 19 of said Township 6 and is easterly and adjacent to Deer Pond and is more particularly described as follows;

Beginning at a point in the west bounds of lands of Niagara Mohawk Power Corp, said point being located northerly along said west bounds approximately 1758 feet from the division line between Townships 3 and 6 of said Great Tract 2;

Thence S 88° 12' W 1106 feet more or less to a point marked by a capped No. 5 iron rod in a pile of stones;

Thence S 88° 12' W 36.5 feet to a point in the centerline of the Massawepie Road;

Thence in a northerly direction along said centerline 2387 feet to a point;

Thence N 26° 56' 20" E 57.97 feet to a point marked by a capped No. 5 iron rod in a pile of stones;

Thence N 26° 56' 20" E 116.20 feet to a point marked by a capped No. 5 iron rod in a pile of stones;

Thence N 26° 56' 20" E 8.2 feet more or less to a point on the shore of Deer Pond;

Thence in a southerly, easterly and northerly direction along the shore of said pond as it winds and turns approximately 1977 feet to a point on said shore;

Thence N 88° 41' E 3 feet more or less to a point marked by a capped No. 5 iron rod in a pile of stones;

Thence N 88° 41' E and passing to the north of the rifle range, 3498 feet more or less to a point in the west bounds of lands of said Niagara Mohawk;

Thence in a southwesterly direction along said west bounds approximately 3528 feet to an angle point;

Thence in a southerly direction along said west bounds approximately 882 feet to the point or place of beginning.

Containing 176 Acres more or less.

All bearings are referenced to Grid North and distances are ground distances.

Leaving a total Area of 3048 Acres more or less to be covered by this easement.

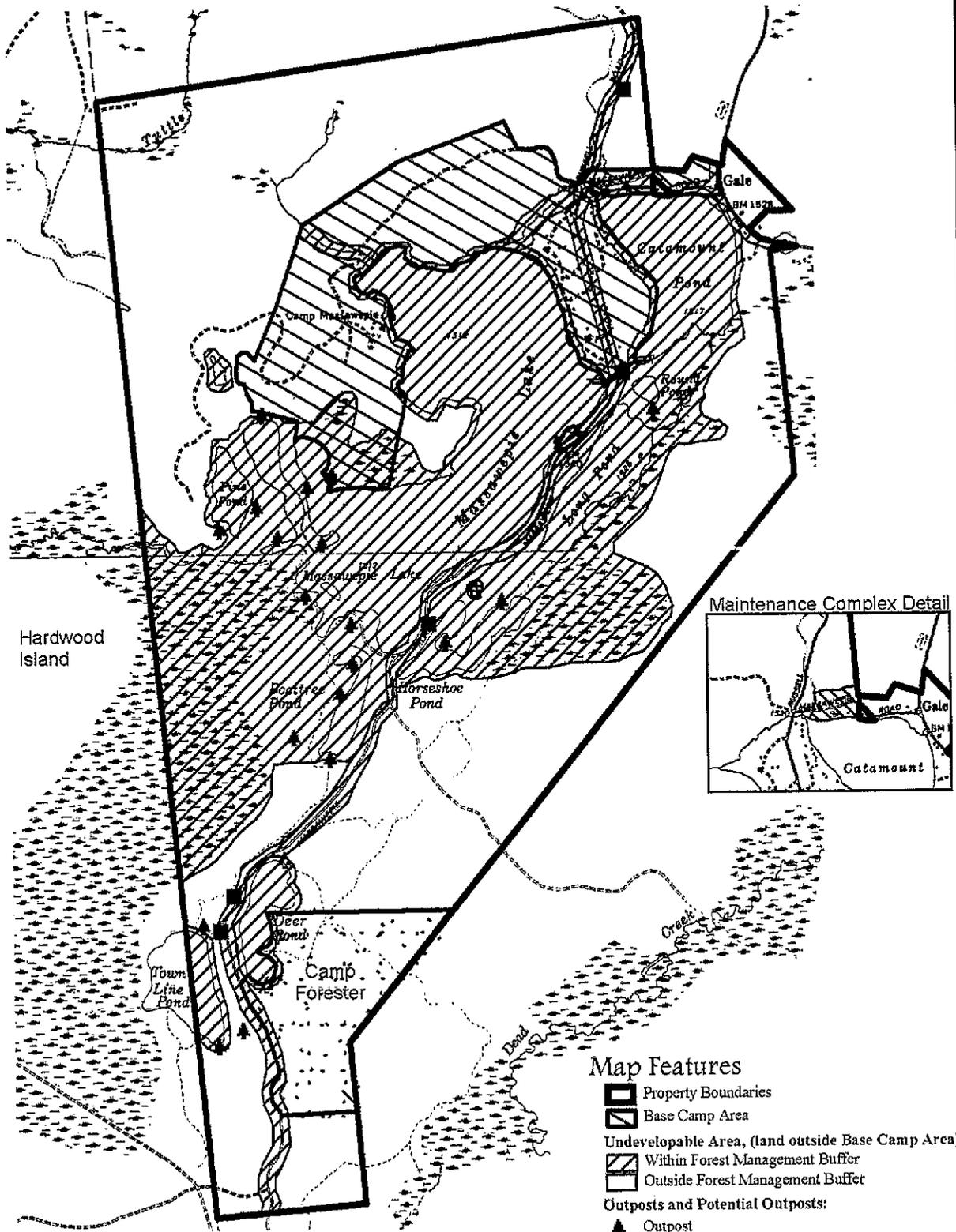
The above described lands being subject to all rights-of-ways and restrictions of record.

ALL AS SHOWN on a map entitled "Map showing survey of lands to be excluded from a Conservation Easement to be acquired pursuant to section 3-0305 of the Environmental Conservation Law for addition to, A management unit currently known as, Raquette Boreal Wild Forest, designated as, Project: AFP-ST. Lawrence 185, Vendor: Otetiana Council, Inc. B.S.A., situate in, Lots 1,2,7,8,9,13,14,19 and 20, Township 6, Great Tract 2, Macomb's Purchase, Town of Piercefield, St. Lawrence County, State of New York" by Robert E. Basolt, Licensed Land Surveyor, Registration No. 49377, Dated December 31, 1997, said map being on file in the Office of the Department of Environmental at Albany, New York as Map No. 11436 and copies of this map will be filed with recording of this instrument.

The above described lands being a portion of the lands conveyed to the Otetiana Council, Inc., Boy Scouts of America by the following deeds recorded in the St. Lawrence County Clerks in Liber of Deeds 482 at Page 181, Liber of Deeds 603 at Page 1, Liber of Deeds 676 at Page 424 and Liber of Deeds 761 at Page 327.

EXHIBIT B

Map Depicting the Massawepie Property



Map Features

- Property Boundaries
- Base Camp Area
- Undevelopable Area, (land outside Base Camp Area):
 - Within Forest Management Buffer
 - Outside Forest Management Buffer
- Outposts and Potential Outposts:
 - Outpost
 - Potential Outpost
 - Camp Forester
 - Existing Beaches and Associated Waterfront Areas
 - Forest Management Buffer Area, Lakes, Wetlands
 - Forest Management Buffer Area, Streams
 - Forest Management Buffer Area, Roads
 - Sand and Gravel Extraction Area
 - Public Parking Lot
 - Public Lake Access Site



1000 0 1000 2000 3000 4000 5000 Feet



Map prepared by
Adirondack Nature Conservancy / Adirondack Land Trust
12/2009/1:25K

Base map is New York State Department
of Environmental Conservation's 9-B-1000
Quadrangle (scale 1:24,000 scale)
planimetric map digital raster data on
CD-ROM, 1994.

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EXHIBIT C

Sign Plan Massawepie Basement

A. Area Signs - DEC will make signs, designed in cooperation with Massawepie

Rt. 3 and Massawepie Road; and Southern boundary
on Massawepie Road

- .Parties involved
- .Acreage
- .Closed/open to use period
- .Park in designated areas only
- .Motor boats prohibited
- .Maps & info. at parking lots

Carriage Road at Massawepie Rd; and Russell Road at
Massawepie Road

- .Parties involved
- .Acreage
- .Closed/open to use period

B. Parking Lots - DEC will make signs, designed in cooperation with Massawepie

Massawepie L./Catamount Pond

- . Large painted/routed wooden sign
map of entire area
- . Entrance sign to parking area noting
area map and indicating parking in
designated parking areas only
- . Applicable rules & regs. including
especially those unique to
Massawepie such as, "No overnight
Occupation of RV's"
- . Trail register, brochure holder
- . Closed/open sign on entrance sign

All Other Parking Areas

- . Entrance sign indicating parking in
designated parking areas only
- . Trailhead type trail register/info.
station w/small map & brochures
- . Applicable rules & regs, especially
those unique to Massawepie
- . Closed/open sign on entrance sign

C. Boundaries

- | | |
|---|---|
| Roads at intersection w/exterior boundaries | .Area signs as indicated under A. |
| Roads & trails at intersection w/base camp boundaries | .Base camp area - No public use allowed /Leaving base camp area Public use allowed |
| -DEC will make signs, designed in cooperation with Massawepie | |
| Base Camp Boundaries | .Posted sign indicating boundary of base camp area/no public use |
| - Massawepie design and install, DEC will be able to print up | .May want to pub up signs off Massawepie Road on roads not open to the public within the base camp area |
| Protected Property Boundary | . Conservation easement sign as now designed, standard sign lists both owners, and would indicate "Public Use Sept. 1- June 15 only" (See attached example) |
| -DEC will make and install | |

D. Trails, Campsites

- | | |
|--|---|
| -DEC can make signs for campsites and trails, designed in cooperation w/Massawepie | . Signs indicating trailheads, trail name, destination, distance, & trail markers, and campsite location (when within 150' of trail, road, waterbody or is otherwise desirable to mark a campsite). |
| Massawepie name for campsites/outposts takes priority | |

E. Time Frame

All signs for A,B and C will be in place before the Massawepie Conservation Easement lands are open to the public except:

- signs for parking lots where the lot has not been built or opened for use
- posted signs for exterior protected property boundary until boundary line is identified or surveyed
- trails and campsite signs both parties feel are not yet necessary

The remainder of signing will be in place within six months of the easement lands being open to the public.

DSS:jes
June 24, 1997