

CONSERVATION EASEMENT MODIFICATION

THIS CONSERVATION EASEMENT MODIFICATION, made this ____ day of ____, 201_ between **DANZER FORESTLAND, INC.** having an address at 119 A.I.D. Drive, Darlington, Pennsylvania 16115 (“Grantor”); and **PEOPLE OF THE STATE OF NEW YORK**, acting by and through their Commissioner of Environmental Conservation, who has an address at 625 Broadway, 14th Floor, Albany, New York 12233 (“Grantee”).

WHEREAS, Long Pond LLC and New River-Franklin, L.T.D., as tenants in common, and the People of the State of New York executed a Conservation Easement on the 29th day of January, 1999, and which was recorded in the St. Lawrence County Clerk’s Office on 16th day of February, 1999 in Instrument No. 1999-0002868 (“Conservation Easement”, comprised of approximately 18,950 acres); and

WHEREAS, Grantor is the successor owner in fee of the lands subject to the Conservation Easement through the conveyance from Long Pond, L.L.C. and New River-Franklin, L.T.D. to Danzer Forestland, Inc. by deed dated September 19, 2005 and recorded in the St. Lawrence County Clerk’s Office on September 27, 2005 as Document Number 2005-00016649; and

WHEREAS, pursuant to Article 49-0307 of the Environmental Conservation Law (ECL) and the express terms of said Conservation Easement, the Grantor and the Grantee are allowed to amend or modify the terms of this Conservation Easement; and

WHEREAS, 6 NYCCR Part 592 sets forth the procedure for the modification or extinguishment of a conservation easement held by the New York State Department of Environmental Conservation; and

WHEREAS, pursuant to 6 NYCRR Part 592.3(4), the proposed modification of a DEC conservation easement shall result in a net conservation benefit to the People of the State of New York; and

WHEREAS, Grantor desires to re-establish their right to have more than six (6) camps to use as hunting, fishing and recreational camps (as “Hunting and Fishing Cabin” as defined by the Adirondack Park Agency); and

WHEREAS, in exchange for the modification of the conservation easement, the Grantor has provided consideration which will result in a net conservation benefit to the People of the State of New York.

NOW THEREFORE, Grantor and Grantee, in consideration of the mutual covenants herein, do hereby modify certain terms of the above-referenced Long Pond Conservation Easement as expressively provided herein:

THE MODIFICATION:

THE FOLLOWING TERMS OF “RESERVED RIGHTS,” SECTION 3. ARE HEREBY DELETED.:

3. The exclusive right to occupy, use, repair, maintain, improve, demolish, replace, abandon, vacate, but not expand or extend all other structures, outbuildings, hunting facilities and dams that currently exist on the Protected Property but which are not listed in item 2 of this section. This reservation shall include an acre of land surrounding each hunting camp and shall run for a period of fifteen (15) years from the date this document is recorded in the St. Lawrence Co. Clerk’s Office. Within one year after the termination of this reservation it shall be the responsibility of the Grantor to remove all buildings, outbuildings and refuse which exists on the property at the time. The Grantor may remove those structures by burning and burying the rubble subject to existing laws and regulations.

THE FOLLOWING REPLACES THE ABOVE–DELETED TERMS OF “RESERVED RIGHTS,” SECTION 3.:

3. The permanent right to use as hunting, fishing and recreation camps (as “Hunting and Fishing cabin” as currently defined by the Adirondack Park Agency) only, including the right to exclusively occupy, use, repair, maintain, improve, demolish, replace, abandon, vacate, move, but not expand or extend beyond a maximum size of five hundred (500) square feet, no more than fifteen (15) recreation camp structures, and associated Accessory Structures, in addition to those six (6) allowable recreation camp envelopes and associated recreation camps listed in Item 2 of the Reserved Rights section of the 1999 Conservation Easement. This reservation shall include no more than fifteen (15) one (1) acre camp envelopes of land, or one (1) acre per each envelope to surround each hunting, fishing and recreation camp structure and Accessory Structures. The one (1) acre camp envelopes shall not restrict access on roads/trails that would otherwise be available to Grantee or for public use. Any additional existing buildings and associated structures outside of said fifteen (15) camp envelopes, and refuse, must be removed within one (1) year from the date this easement Modification is recorded in the St. Lawrence Co. Clerk’s Office. The Grantor must remove those structures subject to existing laws and regulations. The Grantor will designate and identify in the baseline documentation all access roads/trails to the hunting, fishing and recreational camps to be used by the Grantor’s lessees for motor vehicle, snowmobile and ATV access. In addition to the baseline documentation, the

Grantor will provide an updated camp access map of the designated camp access roads/trails to the Grantee annually, or as needed.

- (a) Existing Hunting, Fishing, Recreation Camps ("Camps") or Accessory Structures that have occupied five hundred (500) or more square feet of ground area or Building Footprint, as defined in Section 3(h) below, in compliance with the 1999 Conservation Easement, shall not be expanded, enlarged, or in any way increased in size. The baseline document must be revised to identify these structures.
- (b) Existing Hunting, Fishing, Recreation Camps ("Camps") and Accessory Structures that exceed area and height limitations described herein, which are in compliance with the 1999 Conservation Easement, and built prior to the date of this Modification may remain as built, including the right to repair, maintain, improve, demolish, abandon, vacate, but not expand or extend said Camps and Accessory Structures.
- (c) Upon thirty (30) days prior written notice to Grantee, Hunting, Fishing and Recreation Camps that occupy less than five hundred (500) square feet of ground area or Building Footprint as of the date of this Modification may be expanded to occupy no greater than five hundred (500) square feet of area. The baseline document must be revised to identify all structures expanded to the five hundred (500) square feet limit.
- (d) Location or relocation of any Recreation Camp Envelopes shall be subject to the DECLARATION OF RESTRICTIONS in the Conservation Easement, federal, state and local laws and regulation, and the consent of the Grantee, which consent shall not be unreasonably withheld.
- (e) No Hunting, Fishing and Recreation Camp or Accessory Structure shall be expanded or enlarged so as to exceed one (1) story in height or twenty (20) feet high as measured from the bottom of the foundation to the top of the peak of the roof.
- (f) Upon thirty (30) days prior written notice to Grantee, Grantor may locate or relocate Hunting, Fishing, and Recreation Camps and Accessory Structures, however, no such Camp or Accessory Structure shall be located or relocated within one hundred (100) feet of a river, pond, lake, nor within one hundred (100) feet of any perennial stream or government-regulated wetland. The baseline document must be revised to identify new locations of relocated structures.
- (g) For the purposes of this Modification and the Conservation Easement, "Accessory Structure" shall be defined as a structure that customarily

accompanies a Hunting, Fishing and Recreation Camp and that is commonly associated with its use; such Accessory Structures include but are not limited to: outhouses; decks; enclosed porches; storage sheds; wood and machinery sheds; sheds for motorized vehicles; and docks. Furthermore, "deck" shall be defined as an accessory structure attached to or directly accessed from a Camp and which may or may not include: a roof, a raised platform above the surface of the ground and no more than one other solid wall beyond that shared with the Camp. The ground area or Building Footprint occupied by Accessory Structures shall not be considered part of the "Camp" Building Footprint. The cumulative total ground area or Building Footprint occupied by all Accessory Structures within each one (1) acre camp envelope cannot exceed five hundred (500) square feet.

- (h) For the purposes of this Modification and the Conservation Easement "Building Footprint" shall be defined as the largest two-dimensional square footage enclosed by or occupied by the external dimensions of a building or other Structure. Entry steps, railings, landing areas less than thirty (30) square feet and ramps for mobility impaired camp lessees shall not be considered part of the building footprint. In the case of three-sided, open-faced structures (such as firewood shelters or recreational lean-to shelters), or other open-sided structures (such as pavilions with no walls), the length of the open side(s) of the structure shall be included in calculations of Building Footprint area, and the footprint shall be as seen two-dimensionally from above.

Grantor reserves the right to exclude from the public recreation rights provided for herein, including the right to post such areas as restricted from public use, a one (1) acre camp envelope for each of the fifteen (15) Hunting, Fishing and Recreation Camp structures referenced above in the Reserved Rights Section 3 and which area shall contain all lease improvements including but not limited to Accessory Structures and mowed or improved areas (such areas referred to herein as "Recreation Camp Envelopes"). A Recreation Camp Envelope may contain more than one Camp and, in such instances, the Grantor may increase the size of the Camp Envelope by a factor of no more than one (1) acre per Camp structure occupying such Camp Envelope, provided however, grantor cannot exceed the maximum allowable fifteen (15) hunting, fishing, and recreation camp structures in addition to those six (6) allowable recreation camp envelopes and associated recreation camps listed in Item 2 of the Reserved Rights section.

All other terms of the 1999 Conservation Easement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms of this Modification and the 1999 Conservation Easement, the terms of this Modification will control.