CERTIFICATE OF RECORDING

Proceeding 9548
Project Department of Environmental Conservation
   IP Phase II and III
County of Herkimer
STATE OF NEW YORK

HERKIMER COUNTY CLERK'S OFFICE

I, Sylvia M. Rowan, Clerk of the County of HERKIMER do hereby certify that on the 26 day of March 2002, at 10:35 a.m., there was recorded in this office an instrument of which the attached is a photocopy and the following is an abstract:

- Warranty Deed
- Bargain & Sale Deed
- Quitclaim Deed
- Grant of Easement
- Supplemental Indenture
- Lease
- Sublease
- Memorandum of Lease
- Other EASEMENT

LYME ADIRONDACK TIMBERLANDS I, LLC
LYME ADIRONDACK TIMBERLANDS II, LLC

TO

THE PEOPLE OF THE STATE OF NEW YORK

CONSERVATION

Dated 845
Consideration $23,900,000

SEAL

WITNESS my hand and official seal this 26 day of March 2002

County Clerk
Herkimer County
Sylvia M Rowan
County Clerk
Herkimer, New York

Document Number: 2007-00134519
Document Type: Easement
Recorded Date: 03/26/2007

Parties: LYME ADIRONDACK TIMBERLANDS I LLC
PEOPLE OF THE STATE OF NEW YORK BY ANOTHER

Comment: 9 COUNTIES

Recorded By: NYS ATTORNEY GENERAL'S OFFICE

** Examined and Charged as Follows **

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I hereby certify that the within and foregoing was recorded in the Clerk's Office for:

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NYS ATTORNEY GENERAL'S OFFICE
THE CAPITAL
ATTN PETER D HALLENBECK
ALBANY NY 12224-0341
LYME ADIRONDACK TIMBERLANDS I, LLC
AND
LYME ADIRONDACK TIMBERLANDS II, LLC
&
NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

SUSTAINABLE FORESTRY CONSERVATION EASEMENT
Phase II-III

DATE Mar 26, 2007 TIME 10:33:13A
Sylvia M. Rowan HERKIMER COUNTY CLERK
# NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

## SUSTAINABLE FORESTRY CONSERVATION EASEMENT: PHASE II-III

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CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT, made this 7th day of March, 2007 between LYME ADIRONDACK TIMBERLANDS I, LLC and LYME ADIRONDACK TIMBERLANDS II, LLC, both having an office and mailing address at c/o The Lyme Timber Company, 23 South Main Street, Third Floor, Hanover, New Hampshire 03755 (collectively "Grantor") and 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 625 Broadway, Albany, New York 12233-4250, ("Grantee").

WHEREAS, Grantor is the owner of certain real property hereinafter more fully described in Schedule A, subject to those encumbrances and exceptions set forth in Schedule B, both attached hereto and made a part hereof (hereinafter referred to as the "Protected Property" or the "Tracts") located in the Counties of: Clinton, Essex, Franklin, Hamilton, Herkimer, Saratoga, Warren, and Washington and which constitute a portion of Grantor’s land ownership of 275,742 +/- acres; and

WHEREAS, the Protected Property subject to this Phase II-III Conservation Easement is part of a larger conservation initiative involving significant open space and natural resources such as: large unbroken tracts of forest land; over 250,000 acres of forested watershed lands feeding hundreds of Adirondack streams; private lands adjacent to State-owned lands including lands in the Forest Preserve protected by Article XIV of the New York State Constitution and specifically the following, watersheds for the Saint Regis and Raquette Rivers,
Raquette Lake and the Saint Regis Canoe Area; private lands adjacent to the Debar Mountain Wild Forest and within the watershed of Rainbow Lake; large expanses of headwater wetlands, in the vicinity of Fern Lake in the Town of Black Brook, which feed tributaries of the Ausable River approximately 20 miles from its outlet to Lake Champlain; large tracts of land adjacent to the Jessup River Wild Forest – West Canada Lake Wilderness, as well as the watersheds for Indian Lake, Sacandaga Lake, and Lake Pleasant; private lands in the watershed of the Great Sacandaga Lake and adjacent to Forest Preserve lands surrounding Spruce Mountain and Lake Luzerne; tracts of land ranging from the Lake George Wild Forest areas to Pharaoh Lake Wilderness, Hammond Pond Wild Forest, Split Rock Falls State Reservation and surrounding Lincoln State Campground and parts of Interstate 87 (the Northway), all of the aforementioned located within fifteen miles of Lake Champlain; and

WHEREAS, the aforementioned natural resource areas also represent every major forest type reported in the Adirondacks; provide habitat for innumerable species of land and aquatic plant and animal species; lie within the watershed of numerous Adirondack communities; and contribute to an outdoor and tourism industry that helps support such Adirondack communities; and

WHEREAS, the forests on the Protected Property have been managed for long-term timber harvesting and contribute to the base of a regional pulp and paper industry that employs New Yorkers and supplies needed products nationwide;

WHEREAS, the Protected Property is part of the Northern Forest, a forested landscape approximately 26 million acres in size that stretches across northern New York, Vermont, New Hampshire, and Maine and, whereas, certain studies of the ecology and economics of the Northern Forest have identified forest fragmentation (the increasing rate of subdivision of forest lands into smaller tracts) as a threat to both the natural resources and economy of the Northern Forests; and this Conservation Easement would help reverse this trend by preventing forest fragmentation; and

WHEREAS, all of such values can be effectively protected and managed by the Grantee acquiring conservation easements which will limit and restrict the future development of the Protected Property and prevent inappropriate uses thereof in perpetuity, while at the same time promoting sound management of Protected Property as an important economic resource for the region; and
WHEREAS, the Legislature of the State of New York has declared the public policy of the State to be the 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 ("ECL") to provide for and encourage the limitation and restriction of development, and use of real property through conservation easements; and

WHEREAS, the Department of Environmental Conservation desires to: prevent fragmentation of ownership to the extent that would hinder use of the Protected Property for productive forestry by future generations; prevent extensive subdivision and development of the Protected Property for non-forest purposes; ensure that the Protected Property remains available to future generations for the sustainable commercial production and harvesting of forest resources; and to provide a plan for recreational activities on the Protected Property which is compatible for both public and private users and which will preserve and enhance the natural resource values of the Protected Property; and

WHEREAS, the Adirondack Park State Land Master Plan provides, in pertinent part, that "due to the importance of the forest products industry to the economy of the Adirondack Region, bulk acreage purchases in fee should not normally be made where highly productive forest land is involved . . . however, conservation easements permitting the continuation of sound forest management and other land uses compatible with the open space character of the Park should be acquired wherever possible to protect and buffer state lands"; and

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

NOW, THEREFORE, Grantor, for the consideration of Twenty-three Million Nine Hundred Thousand Eight Hundred Forty-five and 00/100 Dollars ($23,900,845.00), lawful money of the United States, paid by Grantee, receipt and sufficiency of which are hereby acknowledged, and as its interests may appear, grants, conveys and releases to Grantee a Conservation Easement in perpetuity pursuant to Article 49, Title 3 of the ECL in, on, over, under and upon the Protected Property as more fully
described herein ("Easement"):  
1. **PURPOSES OF THE GRANT**  The parties acknowledge that the Purposes of this Easement are to:

1.1 **Ensure Sustainable Forestry.** Ensure the professional management of forest resources so that the Protected Property and any Tracts conveyed therefrom, remain available for sustainable forestry in perpetuity.

1.2 **Prevent Forest Fragmentation.** Ensure that future conveyances of Grantor's interests in the Protected Property involve blocks of forestland that are large enough to support sustainable forestry in perpetuity, such blocks being referred to herein as "Tracts."

1.3 **Conserve Natural Resource Values.** Conserve the scenic and other natural resource values of the Protected Property and each Tract thereof, including: native flora and fauna and the ecological processes that support them; diverse forest types and conditions; soil productivity; biological diversity; water quality; and wetland, riparian, and other aquatic habitats.

1.4 **Provide Recreation.** Provide opportunities for a combination of private and public recreation on the Protected Property that are compatible with the above-stated Purposes.

1.5 **Limit the Influence of Camps and Camp Leases.** Place reasonable limits on the location, number, and type of recreational camps and camp leases.

1.6 **Prohibit Certain Uses.** Prohibit residential, commercial, industrial, and agricultural uses that are inconsistent or incompatible with the above-stated Purposes.

2. **DEFINITIONS AND CONSTRUCTION OF TERMS.**

2.1 **Definitions.** The parties intend that certain words and phrases which are used in this Easement and any document attached hereto or made a part hereof, as well as any document, plan, or agreement developed as a requirement of this Easement shall have the meaning and interpretation as defined in this Section, unless otherwise specifically and intentionally defined. The following words and phrases are so defined as follows:

**Abandon/Abandonment.** When both parties to this Easement voluntarily decide that a road, trail, parking area, landing,
staging area, camp site, boat launch or other related improvement or amenity is no longer necessary and that the parties desire to permanently stop using the road or trail and allow such road or trail to return to natural vegetation. Gravel pits may be abandoned in similar fashion, but may require stabilization, re-grading of slopes, and manual re-vegetation.

**Accessory Structure.** A structure (or part of a hunting, fishing and outdoor recreation camp) that customarily accompanies such hunting and fishing camps and that is commonly associated with their use; such accessory structures include but are not limited to: outhouses; storage sheds; wood and machinery sheds; sheds for motorized vehicles; and docks.

**Adirondack Park, State Land Master Plan.** See Article 27 of the Executive Law 816. The master plan for management of state owned lands within the boundary of the Adirondack Park.

**All-terrain Vehicle (ATV):** Any self-propelled vehicle which is manufactured for sale for operation primarily on off-highway trails or off-highway competitions 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. Provided, however, that this definition shall not include a motorcycle or other two-wheeled vehicle nor shall it include a snowmobile or other self-propelled vehicles 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 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.

**Aquatic Habitats.** Environments and conditions that occur predominantly on or in water and that support plants, animals, and other living creatures adapted for such environments.

**Baseline Documentation.** Any portion of Grantee’s inventory of relevant features of the Protected Property which both parties agree, by written acknowledgment, represents an accurate representation, as of a date certain, of the condition of those features of the Protected Property.

**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.

Camp Site(s). Those areas on the Protected Property, designated in the Recreation Management Plan, for use by the public for temporary shelter, sleeping and campfires; with or without privies or similar waste management devices.

C-line. C-line shall mean a situation below which the stand is considered understocked, based on generally accepted silvicultural guides and scientific reference appropriate for the forest type in question.

Clearcut. Clearcutting means any cutting of all or substantially all trees over 6 (six) inches in diameter at breast height ("DBH").

Closure Zone. See "Logging Operation Closure Zone," herein.

Conservation Easement - A. Tracts Subject To. The following Tracts, as that term is defined herein, are subject to the terms of this Easement with respect to "Conservation Easement - A": 1, 2, 13, 14, and 19. This information is also summarized in Appendix 1 and Appendix 2, attached.

Conservation Easement - B. Tracts Subject To. The following Tracts, as that term is defined herein, are subject to the terms of this Easement with respect to "Conservation Easement - B": 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 18, and 21. This information is also summarized in Appendix 1 and Appendix 2, attached.

Cultural Site(s). See Parks, Recreation and Historic Preservation Law 14.07; sites, districts, structures, areas, or objects that are significant in history, architecture, archeology or culture of the State; historic places.

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

Endangered and Threatened Species of Fish and Wildlife; Species of Special Concern; Protected Native Plants. Endangered and threatened species of fish and wildlife; species of special concern are those animals defined in Codes, Rules, and Regulations of the State of New York Part 182 and any revisions thereof; protected native plants are those species of plants defined in Codes, Rules, and Regulations of the State of New York Part 193 and any revisions thereof.

Even-aged Stand. Even-aged stand means a stand of trees composed of a single age class in which the range of tree ages is usually plus or minus twenty percent of the rotation length.
Envelope Leases. May also be referred to as "exclusive envelope leases." An area approximately one-acre in size, which surrounds and is intended to contain, all of the structures, accessory structures, mowed and improved areas associated with the hunting, fishing, and outdoor recreation camps located and maintained on Conservation Easement - A pursuant to leases with Grantor.

Exotic Plant or Animal. An organism that is not historically native to a given geographic region or area; introduced living organism from outside its natural range.

Forest Management Activities. Forest Management Activities shall mean managing the Protected Property for forest products, products derived from forests, and products derived from trees and forest plants, fungi, and other organisms; such definition to include but not be limited to:

1. The removal of forest products such as trees, logs, poles, posts, pulpwood, firewood, chips, seeds, pine straw, stumps, seed cones, shrubs, lesser 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.

4. Clearing or restoring forest cover damaged or destroyed by fire, water, or natural disaster.

5. Selectively pruning or trimming trees, foliage, and other vegetation.

6. Harvesting forest products with mechanical equipment and/or with domestic animals.

7. Clearing areas necessary for constructing structures allowed by this Easement.

8. Maintaining existing fields, meadows, roads, trails, and landings, including the use of culverts, fences, and barriers.

9. Using herbicides, pesticides, fungicides, rodenticides, insecticides, fertilizer, and pH control.
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. Creating and using skid trails, skid roads, forest management roads and winter haul roads and associated bridges, culverts, and log yards and concentration areas.

Forest Preserve. See ECL 9-0101(6), lands owned or acquired by the State within 16 counties in the State; "forever wild" forest lands protected by Article 14 of the New York State Constitution.

Forest Products. Trees, logs, poles, posts, pulpwood, firewood, chips, seeds, pinestraw, stumps, seed cones, shrubs, fungi, lesser vegetation, and all sugar maple products.

Forest Stand. The essential unit of silviculture; a contiguous group of trees sufficiently uniform in species composition, arrangement of age classes, and condition to be a homogeneous and distinguishable unit.

Grantor/Grantee. The terms Grantor and Grantee as used herein shall include the parties' respective successors, assigns, and where appropriate for the interpretation of the terms of this Easement, the parties' authorized agents and employees.

High-grading. High-grading shall mean the selective removal of certain tree species above a certain diameter at breast height (DBH) or of high value such that the Protected Property may become depleted over time of the best quality growing stock.

Hunting and Fishing and Outdoor Recreation Camp(s). This shall mean a cabin, camp, or lean-to structure designed for occasional occupancy for hunting, fishing, or similar purposes; camp trailers and motorized recreational vehicles; and such definition shall also include accessory structures. The term "occasional," in relation to Grantor's hunting, fishing and outdoor recreation camps, shall mean that no hunting, fishing and outdoor recreation camp shall be used as a residence.

Impervious. Resistant to penetration by moisture. Impervious materials include but are not limited to: paving, concrete, asphalt, roofs, or other non-porous surface materials used in construction of roads, trails, parking lots and other such
areas.

**Intermittent Stream.** A watercourse that periodically goes dry or that has a stream flow of less than 0.1 cubic feet per second, as estimated using a method or methods generally accepted and in common use and practice at the relevant time.

**Landscape Level.** Landscape level refers to a spatial mosaic of several ecosystems, landforms and plant communities across a defined area irrespective of ownership or other artificial boundaries and repeated in similar form throughout; an area of land characterized by similar biogeoclimatic conditions that influence site potential, similar historical disturbance regimes that influence vegetation structure and species composition; and large enough to ensure the range of habitat conditions for naturally occurring communities (excluding mega fauna with very large spatial needs) is provided.

**Logging Operation Closure Zone.** An area of the Protected Property or any Tract thereof, that is temporarily closed by the Grantor to public use before, during, and after Forest Management Activities, for the purpose stated in this Easement.

**Motor Vehicle/Motorized Vehicle.** Passenger and non-passenger vehicles powered by engines and which are manufactured for ground travel such as use on public roads and highways; and for the purposes of this Easement, ATVs and snowmobiles.

**Motorized Access.** Entry upon the Protected Property, or a designated corridor (road or trail), by motor vehicles.

**Motorized Activities.** Entry upon and use of the Protected Property, or a designated portion thereof, by motor vehicles.

**Motorized Equipment.** Tractors, groomers, ATVs, snowmobiles, and other means of facilitating Grantee’s motorized administrative access to the Protected Property or as otherwise allowed by this Easement; as well as machines not designed for transporting people or for moving earth but incorporating a motor, engine or other nonliving power source to accomplish a task such as, but not limited to, chain saws, brush saws, rotary or other mowers, pumps, rock drills, cement mixers, and generators.

**Motorized Recreational Vehicle.** A motor vehicle manufactured primarily for recreational purposes, examples of which include ATVs, snowmobiles, campers and camping trailers.

**Natural Resource Values.** Goods and services provided either directly or indirectly to humans by the biotic and abiotic
environment; examples of which include clean air and water, scenic vistas, flood mitigation and control, pollution abatement, wildlife habitat, and genetic diversity.

**Natural State.** The term "natural state" shall mean the approximate general condition of the Protected Property existing immediately prior to a breach of any term of this Conservation Easement, giving due consideration to the following:

1. The normal effects of the passage of time;

2. The results of natural forces such as fires, earthquakes, landslides, lightning, floods, ice storms or other acts of God;

3. Prior Forest Management Activities; and

4. Public recreational uses of the Protected Property.

**Net Merchantable Forest Inventory of Commercial Species.** A Forest Management Activity term that includes a number of inter-related concepts: An inventory means determining the volume or value of standing timber in a given area, such as a stand. Standing timber is considered merchantable if the trees are valuable enough to be profitably converted into a salable product; the determination of merchantability usually involves counting the number of trees in a given stand that are above a minimum diameter (such as anything over 6" DBH, as provided herein) and analyzing the amount of defect present such as decay, knots, cracks, etc. in the stand. Net inventory of merchantable trees is a determination of the production of merchantable species over time and is measured as the net change in volume of merchantable tree species during a specified growth period after mortality has been deducted and considering yield volumes (what has been removed).

**Non-native Species.** Non-native species are those that have not evolved in the northeastern region of the United States.

**Non-motorized Access.** Entry upon the Protected Property by means other than motor vehicles.

**Non-motorized Activities.** Entry upon or use of the Protected Property, or a designated portion thereof, by means other than motor vehicles.

**Perennial Stream.** Perennial stream shall mean 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 (USGS or otherwise) maintained and on file with the New York State Department of Environmental Conservation, or portions of such streams if the classification is verified in the field, or by similar method, by the New York State Department of Environmental Conservation.

Small ponds or lakes with a surface area at mean low water level of ten acres or less, located in the course of a stream, shall be considered a part of the stream. The following shall not be considered perennial streams for the purposes of this Easement: surface watercourses that are determined by the New York State Department of Environmental Conservation to be intermittent and lakes or ponds having a surface area greater than ten acres at mean low water level.

**Phases I-A, I-B, and II - III.** Reference is made to three (3) Conservation Easements each encumbering a separate portion of Grantor's land, Phase I-A, Phase I-B, and this Phase II - III Conservation Easement. The three Easements are summarized below:

**Phase I-A.** Phase I-A Conservation Easement: Dated December 21, 2005 and recorded December 29, 2005 in the Franklin County Clerk’s Office in Liber 904 of Deeds at page 129 and recorded December 29, 2005 in the Hamilton County Clerk’s Office in Liber 235 of Deeds at page 601; and which Protected Property is grouped as Tract 17 (the portion located in Franklin County) and Tract 20.

**Phase I-B.** Phase I-B Conservation Easement, to be recorded in the St. Lawrence County Clerk’s Office, and dated as of even or nearly even date with this Phase II - III Conservation Easement, and which Protected Property is grouped as Tract 11, Tract 12, and the portion of Tract 17 located in St. Lawrence County.

**Phase II - III.** Phase II - III Conservation Easement, to be recorded in the Clerk’s Offices of Clinton, Essex, Franklin, Hamilton, Herkimer, Saratoga, Warren, and Washington Counties, and dated as of even or nearly even date with the Phase I-B Conservation Easement, and which Phase II - III Protected Property is grouped as Tract 1, Tract 2, Tract 3, Tract 4, Tract 5, Tract 6, Tract 7, Tract 8, Tract 9, Tract 10, Tract 13, Tract 14, Tract 15, Tract 16, Tract 18, Tract 19, and Tract 21.

**Plantation/Plantation Forestry.** Plantation or plantation forestry shall mean a forest stand raised artificially, either
by sowing or planting, consisting principally of one or two species, and managed to maximize growth by carefully controlling stocking levels, competing vegetation, and/or nutrient availability.

**Posting Leases.** A form of leasehold that provides the lessee exclusive use of the subject property and allows the lessee to post the subject property against trespass.

**Protected Property.** The lands subject to this Easement; also includes Tracts as defined herein; and also includes any subdivisions of a Tract or Tracts as allowed by this Easement unless the parties provide otherwise through amendment of the terms of this Easement.

**Public Highway.** Any highway, road, street, avenue, alley, public place, public driveway or any other public way.

**Recreation Management Plan.** Written documents, maps, photographs, charts, and all similar materials that reflect the parties' agreement on the location, extent, and timing of public recreational use of the Protected Property; any updates and revisions thereof; also includes by reference any Interim Recreation Management Plan(s).

**Riparian.** Land next to a stream or river; land along, bordering upon, bounded by, fronting upon, abutting or adjacent and contiguous to and in contact with a watercourse.

**River, Stream.** See definition for watercourse, herein.

**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 a specific plant or succession of plants; or for providing natural resource values.

**Special Treatment Area.** An area of the Protected Property or any Tract thereof, established to protect natural resources that may be negatively affected by activities otherwise allowed by this Easement; such areas include but are not limited to: buffers involving wetlands and watercourses; buffers surrounding lakes, ponds, and bogs; Wild, Scenic, and Recreational Rivers; buffers along public highways, and buffers intended to protect unique plant and animal habitats.
Stream, River. See definition for watercourse, herein.

Subdivision.
1. Subdivision, for the sole purpose of this Easement shall mean:
   (a) The division by the Grantor, of the Protected Property or any Tract thereof such as to create a new taxable lot, parcel, or site with or without access; or
   (b) The outright sale of any or all recreational rights retained by Grantor hereunder.

2. The maintenance of existing recreational leases, or the creation of new leases shall not constitute a subdivision for purposes of this Easement.

3. Sale to the State of New York of any additional rights pursuant to a conservation easement, conveyance of recreational rights, leases, or lands in fee shall not constitute a subdivision for purposes of this Easement.

Sustainable, Sustainable Forestry. Sustainable forestry shall mean: Forest Management Activities that meet the needs of the present for forest products without compromising the ability of future generations to meet their own needs, and which sustainability is achieved by practicing a land stewardship ethic that integrates the reforestation, managing, growing, nurturing, and harvesting of trees for useful products with the conservation of soil, air, and water quality, biological diversity, wildlife and aquatic habitat, recreation, and aesthetics. Forest Management Activities on the Protected Property are considered sustainable if long-term harvest levels are sustainable as provided herein and consistent with appropriate growth and yield models and written plans.

Tract. An aggregation or grouping of parcels that constitute a portion of the Protected Property; each of which grouping or Tract is identified in Schedule A herein and each of which grouping or Tract is, with one exception identified in Section 5.7(4) herein, intended to be conveyed in the future as a unit that is large enough to ensure the availability of the Tract to support sustainable forestry and to mitigate the negative effects of forest fragmentation.

Two-aged Stand. Two-aged stand means a stand of trees with two distinct age classes separated in age by more than plus or minus twenty percent of rotation length.

Uneven-aged Stand. Uneven-aged stand means a stand of trees with three or more distinct age classes, either intimately
mixed or in small groups.

Unique Habitats. Those areas of the Protected Property or any Tract thereof identified as a Unique Habitat in this Easement because it currently supports or could support species of plant or animal that are threatened, endangered, of special concern, or are protected native plants.

Watercourse. A visible path through which surface water travels on a regular basis, and which may include an intermittent stream, perennial stream, or any areas identified as such in the Baseline Documentation. A drainage ditch, swale or surface feature that contains water only during and immediately after a rainstorm or snow melt shall not be considered a watercourse.

Wetland. Government-regulated Wetland. Generally, those areas that (1) are inundated or saturated by surface water or groundwater for significant periods, and (2) support a prevalence of vegetation typically adapted for life in saturated soil conditions, and (3) contain predominantly hydric soils; shall also include "freshwater wetland" as defined in section 24-0107 of the ECL; wetlands under the jurisdiction of the Adirondack Park Agency; wetlands under the jurisdiction of the United States Army Corps of Engineers; or wetlands under any or all of the preceding government entities or other government entity. In addition, wetlands shall include those areas on the Protected Property identified as such in the Baseline Documentation.

Wild, Scenic, and Recreational River System. A New York State law passed to preserve rivers in the State that "possess outstanding natural, scenic, historic, ecological and recreational values; the rivers are designated by law as either "wild," "scenic," or "recreational." See ECL 15-2701.

2.2 Construction of Terms and Interpretation.

1. Notwithstanding any term or condition of this Easement or any provision of State law, this Easement shall be construed to effect the Purposes for which it was acquired and, in interpreting its terms, there shall be no presumption favoring the Grantee or Grantor.

2. Any reference in this Easement to the Protected Property shall include a reference to the Tracts, which also includes any reference to portions of the Protected Property conveyed pursuant to subsection 5.7(4), herein.

3. The parties intend that this Easement shall allocate
specific rights and restrictions among the Tracts so that the terms of this Easement encumber in perpetuity each and every Tract regardless of the owner.

4. If any provision of this Easement is found to be ambiguous, an interpretation consistent with the Purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

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

3. GRANTEE'S INVENTORY OF RELEVANT FEATURES OF THE PROTECTED PROPERTY; BASELINE DOCUMENTATION

1. In order to establish the use and condition of the Protected Property as of a date certain, so as to be able to properly monitor its future uses and condition and assure compliance with the terms hereof, Grantor will make available to Grantee documentation in its possession relating to the natural condition of the Protected Property, and Grantee shall cause to be prepared such additional documentation deemed appropriate by Grantee, including but not limited to: maps of the Protected Property showing its relationship to adjacent features and properties; on-site photographs; and a timber inventory completed by Grantee and at Grantee’s sole cost and expense. The documentation shall constitute an inventory of the Protected Property’s relevant features and conditions and, upon written acknowledgment by both parties, some or all of the inventory shall comprise the Baseline Documentation.

2. Grantee shall provide Grantor a complete copy of the Baseline Documentation.

3. The Grantee’s inventory and the Baseline Documentation shall be kept on file at Grantee’s offices in Albany, New York and shall be accessible to Grantor upon reasonable notice during normal business hours.

4. GRANTEE’S AFFIRMATIVE RIGHTS

Grantor grants to Grantee the following Affirmative Rights, which shall run in perpetuity with the Protected Property and any Tract thereof:

4.1 Right to Enter. Grantee may enter the Protected Property at all times for the purpose of:
   1. Determining if Grantor is complying with the provisions of this Easement.
2. Enforcing the terms of the Easement.

3. Taking any and all legally permissible actions necessary or appropriate to remedy or abate violations of this Easement.

4.2 Prohibit Certain Uses and Development. Grantor grants to Grantee the right to enforce the following restrictions:

1. Structures. Except as specifically permitted by the terms of this Conservation Easement no structures shall be constructed or placed in, on, over or upon the Protected Property. For the purposes, of this Conservation Easement, the term structure shall be defined as broadly as possible, and shall include but not be limited to any building, facility, edifice, or man-made development of any kind or nature, whether of a permanent or temporary nature, including but not limited to: any residence, commercial or industrial building, tower, antenna, mobile home, bridge, dock, utility, pavilion, fence, sign, billboard or other advertising material, outhouse and other sanitary facility, bunkhouse, lean-to, camp, cabin, or other such improvement.

2. Prohibited Uses. (a) Except as specifically permitted by the terms of this Conservation Easement, no residential, commercial, agricultural, or industrial activities of any kind shall be permitted on the Protected Property.

(b) No Forest Management Activities shall be conducted on the Protected Property except in compliance with the Grantor's Reserved Rights section of this Easement.

4.3 Emergency Actions.

1. Grantee may take emergency action necessary to respond to natural disaster, environmental hazard, public nuisance or threats to human safety in order to preserve the Protected Property and protect the public from such disaster, hazard, or threat, provided that Grantee shall have no duty to protect or preserve any property of the 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.

2. To the extent practicable, Grantee shall notify Grantor of its entry under this provision and consult with Grantor regarding such emergency action. Nothing contained in this paragraph shall relieve Grantor from any liability for or
duty to repair, remediate, dispose or otherwise remedy any condition which it may have caused and which is the proximate cause of Grantee's entry pursuant to this Section.

4.4 Public Recreation

A. Recreation Management Plan, Approval By Grantor.

1. Recreation Management Plan, Approval By Grantor

(a) Grantee shall develop a Recreation Management Plan to facilitate and manage the recreational activities of the general public on the Protected Property ("Plan"). The Plan shall incorporate the rights, privileges and obligations provided for in this Easement and it may be amended or revised from time to time, as the Grantee shall determine. In developing the Plan the Grantee shall consult with the Grantor and Grantor shall approve the Plan, or any amendment thereto, prior to its implementation. The Grantor shall have sixty (60) days from the receipt of the Plan, or any amendment thereto, to grant its approval and its determination shall consider only whether the Plan, or any amendment, is consistent with the terms of this Easement and the guidelines contained herein.

(b) Prior to Grantor's approval of the Recreation Management Plan, Grantee may prepare an Interim Recreation Management Plan, for approval by Grantor, to implement recreational operations in accordance with this Easement. Reference herein to Recreation Management Plan, or the "Plan," shall include any Interim Plan(s), the final Recreation Management Plan, and any amendments or revisions to the documents.

(c) If the Grantor fails to approve the Plan within sixty (60) days, the Grantee shall continue to permit public access to the Protected Property pursuant to any Interim Plan in effect at the time.


(a) General Plan Guidelines. Planning for and implementing public recreation on the portions of the Protected Property so designated for such uses shall be consistent with the Purposes of this Easement and the following general guidelines:

(i) safety;

(ii) protecting natural resources; including the removal of trash or debris such as papers, bottles, cans, or other garbage left on the Protected Property by the public utilizing the Protected Property;

(iii) not interfering with Grantor's Forest Management
Activities:
(iv) that the capacity of the Protected Property to accommodate public recreation is limited;
(v) that, to the greatest extent possible, motorized and non-motorized uses shall occur on existing roads and trails so that the need for new trails is minimized; and
(vi) that the location and condition of trails, parking areas, camp sites, and other recreational improvements shall be reviewed at least annually and more frequently if necessary.

(b) Specific Plan Guidelines. In addition to the general guidelines listed above, development of the Recreation Management Plan and implementing public recreation for the Protected Property shall be consistent with the following specific guidelines:

(i) Standards for Public Recreational Roads and Trails. The Recreation Management Plan shall establish minimum standards and specifications for roads and trails designated for public use. Based on the standards and specifications, the Grantee shall decide whether portions of trails and roads shall be repaired, improved, relocated, or if public use shall be temporarily suspended.

(ii) Snowmobile Use. The main purpose of snowmobile use on the Protected Property is to connect existing snowmobile trails systems on and off the Protected Property. Trail design and maintenance standards shall conform to such manuals and guidelines produced by the New York State Office of Parks, Recreation, and Historic Preservation, or an equivalent State agency, and in general use by the agency at the time in question.

(iii) Grantor's Recreation Leases. Public recreation on the Protected Property shall be planned and implemented so as to avoid conflicts with Grantor's private recreation and camp leases on Conservation Easement - B Tracts.

B. Public Access For Recreation. Grantee may allow public access for recreational purposes in accordance with Recreation Management Plans, the maps annexed hereto and made a part hereof as Exhibits 1 through 17 ("Public Recreation Maps") and in accordance with the terms of this Easement.

1 Conservation Easement - A. On Tracts 1, 2, 13, 14, and 19, as identified in Schedule A as "Conservation Easement - A," and as shown on the Public Recreation Maps, attached, the following public recreational rights are granted to Grantee:
(a) Non-motorized. Year-round access by non-motorized
means including but not limited to: hiking, bicycling, rock climbing, snowshoeing, cross-country skiing, horseback riding and the use of horses or other similar animals for transportation of supplies, and traveling by mechanized aids for persons with mobility impairment.

(b) Canoe/Boat. Access by canoe, motorboat and other watercraft on streams, rivers, wetlands, bogs, or other bodies of water.

(c) Motorized Vehicles. Grantee may provide year-round use by motor vehicle, snowmobile, all terrain vehicle, or other motorized recreational vehicle only on trails identified for such use in the Recreation Management Plan; and Grantee may provide additional and broader motorized access to other areas of the Protected Property during certain hunting seasons, as provided in the Recreation Management Plan.

(d) Camping. Camping shall be managed by designating sites for such use in the Recreation Management Plan ("camp sites").

(e) Campfires. The public may build open fires for cooking, warmth, or smudge only at designated camp sites designated pursuant to subparagraph (d), above and only with wood gathered from dead and downed trees.

(f) Hunting, Fishing, and Trapping. Throughout Conservation Easement - A, the public may hunt, fish, and trap in accordance with applicable laws, statutes, and regulations.

(g) Parking. Parking of motor vehicles used by the public shall be allowed, in accordance with the Recreation Management Plan.

2. Conservation Easement - B. Reference is made to Tracts 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 18, and 21 as identified in Schedule A as "Conservation Easement - B," and as shown on the Public Recreation Maps, attached, and, with respect to Tract 18 which is shown on "MAP OF LANDS TO BE SUBJECT TO A CONSERVATION EASEMENT, TO BE ACQUIRED PURSUANT TO SECTION 3-0305 OF THE ENVIRONMENTAL CONSERVATION LAW, KNOWN AS: TRACT 18 - BIG MOOSE DESIGNATED AS PROJECT: HERKIMER 172, VENDOR: LYME ADIRONDACK TIMBERLANDS I, LLC, SITUATE IN TOWNSHIPS 6 & 8 JOHN BROWN TRACT, GREAT TRACT 6, MACOMB'S PURCHASE, TOWN OF WEBB, HERKIMER COUNTY, STATE OF NEW YORK" dated November 27, 2006 by Mark T. Effley PLS No. 50537 and filed on December
On Tracts 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 18, and 21 as identified above, the following public recreational rights are granted to Grantee:

(a) **Hiking Trails.** Non-motorized access, for hiking only, is granted on those trails identified for such use on the Public Recreation Maps and as may be further provided in the Recreation Management Plan.

(b) **Snowmobile Corridors.**

   (i) Public access on Conservation Easement - B by any type or form of motor vehicle is prohibited, except as provided specifically in this Section and by snowmobiles on those corridors designated for such use.

   (ii) Grantee is granted the right to establish snowmobile corridors, which corridors shall be fifty (50) feet in width and located through those areas of Conservation Easement - B identified on the Public Recreation Maps and as may be further provided in the Recreation Management Plan.

   (iii) If any portion of the snowmobile corridor located on the Remsen-Lake Placid Railroad is closed to winter snowmobile use as a result of winter operation of rail service, Grantee shall be allowed to establish and maintain for the period of such closure, an alternate snowmobile trail; Grantee shall use best efforts to establish the alternate snowmobile trail parallel to and in close proximity to the Railroad.

   (iv) Grantee is granted the right, for administrative motorized access, to establish, develop, repair, maintain, abandon, groom, and relocate snowmobile trails and related trail improvements such as culverts, water bars, bridges, and ditches within the corridors.

   (v) Snowmobile trails and all related trail improvements shall not be located or maintained outside a corridor.

(c) **Public Parking.**

   (i) With regard to the trails located on Conservation Easement-B Tracts that cross a public highway, Grantee may establish parking areas, at the location of such crossing, for the parking of motor vehicles used by the public to access those trails, provided the location of the specific parking areas is identified in the Recreation Management Plan.
(ii) With regard to the hiking and snowmobile trails on Conservation Easement-B Tracts that do not cross a public highway, Grantee may establish parking areas for the parking of motor vehicles used by the public to access those trails and the parties shall also designate a connector trail between the parking area and the trail. Both the connector trail and parking area must be identified in the Recreation Management Plan.

(iii) Any parking area established in accordance with the terms of Subsection 4.4(B)(2)(c) may only be used by members of the public for access to snowmobile and hiking trails that they are otherwise permitted to use under the terms of this Easement, and for no other purposes. Furthermore, parking areas so established shall be limited in size to accommodate no more than ten (10) motorized vehicles.

   (a) Grantee may allow nonmotorized public access on any portion of the Stillwater Fire Tower Trail located on the Protected Property, as shown on the Public Recreation Map and as may be further provided in the Recreation Management Plan.

   (b) Public access to the segment of the Stillwater Tower Trail located on the Protected Property shall be limited to the trail segment designated for such use and only during the period May 1 through and including the second Monday in October (traditional Columbus Day) of each year.

4. "The Shaker Place," or "Oxbow."
   (a) Grantor may allow the construction of a parking lot and launch site and road access thereto, to provide public non-motorized watercraft access to the Sacandaga River, on a portion of the Protected Property described in Schedule A as the "Shaker Place" and as depicted on the Public Recreation Map attached hereto as Exhibit 17.

   (b) This public access on and across Tract 21 shall be limited to that portion of the Tract lying easterly of State Highway 10 and the eastern bank of the Sacandaga River, as shown on the Public Recreation Map attached hereto as Exhibit 17 and as may be further provided in the Recreation Management Plan and such public access may include motorized access, except that public motorized access shall not include the use of snowmobiles or ATVs.

   (c) The establishment of recreational structures by
Grantee on Tract 21 will be limited to a parking lot and launch and road access thereto from State Highway 10 for non-motorized watercraft at the Shaker Place to access the west bank of the Sacandaga River at a location shown on the Public Recreation Map attached hereto as Exhibit 17.

(d) The remainder of Tract 21 is subject to the terms of this Easement generally applicable to Conservation Easement - B.

4.5 Right to Manage Fish and Wildlife Resources.

1. Grantee may install, maintain, repair, replace, and remove structures or devices intended to restore or enhance the habitat for plants, fish, and other wildlife, which habitat may be located either on or off the Protected Property (such activities are referred to herein as "Projects").

2. Projects are subject to prior written approval of Grantor. The Grantor shall have sixty (60) days from the receipt of the Grantee's plan for such a Project, to review the plan and either:
   
   (a) approve the Project;
   
   (b) approve the Project with conditions; or
   
   (c) disapprove the Project.

Grantor's review and determination shall consider only whether the Project is consistent with the terms of this Easement.


4.6 Structures, Signs, Gates, Barriers, Fences; Marking Boundaries; Keys and Combinations; Fire Tower Stewardship Agreements. In accordance with the Recreation Management Plan:

1. Grantee may construct, use, repair, maintain, improve, demolish, and replace lean-tos or similar structures for public recreation and management. Grantee shall remove any such structure within two (2) years of Grantee determining that the structure no longer serves its intended purpose.

2. Grantee may construct, use, repair, maintain, improve, demolish, or replace: signs, gates, barriers, fences, and similar improvements as necessary to enjoy the rights that both Grantor and Grantee have to the Protected Property. Grantor and Grantee shall mutually agree to the content and
location of such signs.
3. Notwithstanding the above, Grantee is responsible for all necessary signage to indicate the allowed parking areas, various forms of access, and appropriate roads and trails open for public motorized and non-motorized use.

4. The parties acknowledge that Grantor is responsible for identifying, maintaining, and marking the boundaries of the Protected Property or boundaries of Tracts, if Grantor chooses to undertake such actions. Grantee may identify, mark, and maintain boundaries with signs describing the public rights associated with the Protected Property or Tracts, but is under no obligation to do so.

5. Grantee shall make available to Grantor keys or combinations necessary to open gates and barriers installed by Grantee.

6. Grantee may enter into agreements with individuals or entities for the express purpose of repairing and maintaining any fire tower located on the Protected Property; and any such agreement shall be subject to the approval of Grantor.

4.7 Grantee's Duties and Responsibilities For Roads, Trails, Bridges, Culverts, Parking Lots, Boat Launches, Camps Sites; Grantor's Timber.

1. Maintain Shared Improvements. (a) Grantor and Grantee acknowledge that existing and future improvements on the Protected Property such as roads, trails, bridges, and culverts are vital for both Grantee's ability to provide public recreation and for Grantor to fully enjoy its Reserved Rights; and furthermore, that many roads and trails on the Protected Property will be used by both Grantor and by the public and that such use by both parties will contribute to the need for routine maintenance of such shared improvements.

   (b) The parties acknowledge the difficulty in allocating between the parties, the exact costs and responsibilities for routine maintenance of shared improvements such as roads, trails, bridges, and culverts; however, the parties are committed to establishing a method for equitably sharing the cost and responsibility for maintaining these shared improvements.

   (c) As such, the parties shall identify the shared roads, trails, bridges, culverts and other such improvements in the Recreation Management Plan; establish appropriate
standards and guidelines for their maintenance; and develop a method of equitably sharing the cost and responsibility for routine maintenance of such improvements ("shared improvements"). Any method of cost-sharing shall be subject to the following:

(1) 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.

(11) The Grantee is solely responsible for the costs of ensuring that shared improvements are adequate for public recreational use.

(d) The above notwithstanding, the following specific guidelines shall apply to bridges:

(1) Closure of a bridge by a State agency (such as New York State Department of Transportation), to prevent public use of the bridge, shall not be a basis for Grantee to prohibit the Grantor's use of such a bridge for Forest Management Activities, if Grantor chooses to so use the bridge.

(11) The parties shall share equally in the cost of any new or replacement bridge, if both Grantor and Grantee agree that they both need such a bridge to enjoy their respective rights under this Easement; however, Grantor's share in such costs shall not include costs necessary to ensure that such a bridge is adequate for public recreational use, which shall mean by way of 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 costs shall not exceed those necessary to construct a bridge adequate for public recreation and Grantee's administrative access.

2. Exclusive Use Improvements: Maintain, Repair, and Correct. Grantee shall maintain, repair, and correct at its sole cost and expense, roads, trails, bridges, culverts, parking lots, and other related improvements that the parties have agreed are open and available for public recreational use pursuant to this Easement but which the parties agree are not used by the Grantor or its lessees (except as members of the public), whether such improvements are identified as "existing" in the Baseline Documentation or established in the future for the purposes of Grantee's Affirmative Rights.

3. Repair and Correct. Subject to funding, appropriation, and applicable State statute and regulations, Grantee shall repair and correct at the Grantee's expense, damage to all
roads, trails, bridges, culverts, parking lots, boat
launches, camp sites, and other related improvements for
public recreation, whether identified as "existing" in the
Baseline Documentation or established in the future pursuant
to the Recreation Management Plan, over which Grantee and the
public have the right of use and which damage is caused
either by public recreational use of the Protected Property
or directly by Grantee, its employees, and contractors.

4. Public Use Suspended Because of Weather or Lack of
Funding.
(a) Weather, Adverse Conditions.
   (i) The parties shall consult as needed on the effects
   of wet weather or similar conditions on the ability of
   recreational amenities to support public use, during
   such periods of adverse conditions.
   (ii) Upon mutual agreement, public use of the
   recreational amenity may be temporarily suspended until
   the effects of wet weather or other adverse conditions
   have passed and the amenity is capable of supporting
   public use.
   (iii) During the period of suspension of public use,
   the parties shall cooperate to provide an alternate
   corridor or comparable recreational amenity.

(b) Lack of Funding. If Grantee does not provide funds
necessary to maintain, repair, or correct the
above-referenced public recreational amenities to the
standards and guidelines identified in the Recreation
Management Plan, the parties shall mutually agree on the
most equitable course of action, which may include:
   (i) Temporary Suspension of Public Use. Public use of
   the recreational amenity may be temporarily suspended
   until such maintenance, repair, or correction is
   completed by Grantee and during the period of suspension
   of public use, the parties shall cooperate to provide an
   alternate corridor or comparable recreational amenity.
   (ii) Grantor's Elective Acts. Upon mutual agreement to
do so, the Grantor may elect to undertake the necessary
action to maintain, repair, or correct the deficiency,
with public use of the recreational amenity remaining
suspended until such time that Grantee reimburses
Grantor the reasonable costs for such actions on
Grantee's behalf, which reimbursement may be tendered in
cash or by providing Grantor comparable maintenance,
repair, or correction elsewhere on the Protected
Property, subject to Grantor's prior approval and upon
such suspension the parties shall cooperate to provide
an alternate corridor or comparable recreational
amenity.

(c) Mutually Agree to Close or Abandon.
(1) The parties may mutually agree to temporarily or permanently close and abandon any recreational amenity or portion thereof in order to protect the public, or to protect the structural integrity of such amenity.
(ii) Abandonment shall not preclude the reopening of any such amenity in the future, by mutual agreement and, unless otherwise agreed upon, at the expense of the party desiring to reopen such amenity.
(iii) Each party shall, according to its respective use of the road, trail, or other amenity, reclaim the affected area by: (A) restoring the affected area to its natural topography; and (B) stabilizing the affected area with appropriate permanent drainage control device such as water bars, dips, ditches, and culverts and apply mulch and seed to ensure permanent revegetation.

5. No Impervious Surfaces. Roads, trails, parking lots, and other such areas shall not be paved or covered with impervious surface materials.

6. Grantor's Timber. Any timber harvested by the actions of Grantee contemplated in this subsection shall belong to Grantor and Grantee shall allow Grantor reasonable time to remove such timber.

4.8 New Roads, Trails, Parking Lots, Boat Launches, and Camp Sites.
1. In accordance with the Recreation Management Plan, Grantee may construct, maintain, correct, repair, close, and abandon new roads, trails, parking lots, boat launches, camp sites, and other related recreational amenities.

2. Construction of new roads by Grantee must be in accordance with the Recreation Management Plan and upon mutual consent of the parties prior to commencing construction.

4.9 Grantee's Administrative Motorized Use. Notwithstanding the restrictions on the public use of motorized vehicles referenced above, Grantee may use motorized vehicles and motorized equipment throughout the Protected Property for any of the following:
1. To maintain, repair, construct, groom, and patrol roads and trails and otherwise facilitate public access and use of those areas of the Protected Property so designated.

2. To monitor and enforce compliance with the provisions of
this Easement anywhere on the Protected Property.

**4.10 Sand and Gravel.** Grantee may use sand and gravel located on the Protected Property only in furtherance of its Affirmative Rights and in accordance with the following:

1. Sand and gravel shall be used only on the Protected Property.

2. The location on the Protected Property of Grantee's extraction of sand and gravel shall be subject to Grantor's approval.

3. In order to minimize overall impacts and conserve forested areas, the parties shall use best efforts to use existing pits and avoid opening new pits.

4. Operation shall minimize adverse environmental and visual impacts and comply with applicable local, state, and federal laws and regulations.

5. Grantee shall avoid locating sand and gravel pits within any of the following buffer areas; however, applicable laws and regulations may require larger buffer areas:
   - (a) **Lakes and Ponds Buffers:** The area located within one hundred feet (100') of the high water mark of any lake or pond;
   - (b) **Perennial Streams Buffers:** The area located within one hundred feet (100') of a Perennial Stream, as such term is defined above;
   - (c) **Wild, Scenic and Recreational Rivers Buffer:** As required by applicable laws and regulations.
   - (d) **Visual Buffer Along Paved Public Highways:** The area located within one hundred feet (100') of any paved, public highway.

6. Grantee may continue to use existing pits that are located in buffer areas described in subsection 5, above, however, the parties shall ensure that operation within such buffer areas minimizes adverse environmental and visual impacts and complies with applicable local, state, and federal laws and regulations.

7. The total area of any Tract impacted at any one time by sand and gravel extraction, including the area occupied by waste piles, shall not exceed the acreage limitations for such Tract provided in **Appendix I**, attached hereto and made a part hereof. The parties shall not allow the total area
affected on any Tract to exceed the acreage limitations provided in Appendix 1 without first abandoning and reclaiming an area or areas already affected, which area(s) to be reclaimed shall be in total at least equal in size to the area exceeding the acreage limitation noted above.

8. Reclamation shall consist of permanently stabilizing the affected area (described above) through grading and revegetation. Grading shall create site conditions that are conducive to natural regeneration of vegetation or planting of trees.

4.11 Scientific Studies and Investigations. Upon notice to and approval of Grantor, Grantee may contract for or otherwise provide for scientific studies to be conducted on the Protected Property, which activities, however, shall not cause any damage to the Protected Property, or real or personal property of the Grantor; the results of any such study shall be provided Grantor upon request.

5. GRANTOR'S RESERVED RIGHTS Notwithstanding anything to the contrary in this Easement, Grantor reserves the following rights with regard to the Protected Property and which such reserved rights are not hereby conveyed to Grantee:

5.1 Forest Management Activities on Tracts. Grantor reserves the right to conduct Forest Management Activities. However, Grantor's Forest Management Activities shall comply with either: (1) a qualifying Forestry Certification Program; or (2) a Forest Management Plan approved by Grantee.

1. Forestry Certification Option.
   (a) Qualifying Forestry Certification Program. As an alternative to providing a Forest Management Plan approved by Grantee, Grantor may enroll the Protected Property or any Tract thereof in certain Forestry Certification Programs, such as the Sustainable Forestry Initiative Program (SFI), or the Forest Stewardship Council Program (FSC); or any similar program that Grantee reviews and approves as complying with the following minimum criteria:
      (i) Third party independent audit of Grantor's Forest Management Activities, with annual notice by Grantor to Grantee that Forest Management Activities comply with the standard for sustainable forestry contained in this Easement.
      (ii) Third party independent audits shall review all aspects of Grantor's Forest Management Activities including policies, procedures, and practices and determine whether long-term harvest levels are sustainable within the context of an appropriate time
frame for the forest type in question and consistent with appropriate growth and yield models and written plans.

(iii) The Grantor shall provide the Grantee with copies of the documents, plans, materials and information that the Grantor provides to the approved Forest Certification Program in connection with the audit and certification.

(iv) The Grantor shall provide the Grantee with copies of all audit reports provided to the Grantor by the approved Forest Certification Program.

(iv) Sustainable forestry means Forest Management Activities that meet the needs of the present landowner without compromising the ability of future landowners of the Tract to meet their own needs, by practicing a land stewardship ethic that integrates the reforestation, regeneration, managing, growing, nurturing, and harvesting of forest products for useful purposes with the conservation of soil, air, and water quality, biological diversity, wildlife and aquatic habitats, recreation, and aesthetics.

(v) Specifically, the use of plantations shall be limited to circumstances that will ensure sustainable forestry, and plantations may not comprise more than ten percent (10%) of the area of any given Tract nor shall any single plantation be greater than twenty-five (25) acres in size without prior written approval of Grantee.

(b) Grantor shall provide Grantee with the certification standards, materials and information used to achieve certification.

(c) Grantor shall provide Grantee with all audit reports received by Grantor from the certifying entity.

(d) Grantee shall review the Forestry Certification Program every five (5) years and provide Grantor a determination in writing as to whether Grantor's Forestry Certification Program complies with the minimum standards set forth above in Section 5.1(1)(a).

(e) The parties agree to cooperate to correct any deficiencies identified by Grantee in its review of the Grantor's Forestry Certification Program.

(f) Grantor shall comply with the Forest Management Plan Option in this Easement if Grantor ceases to participate in a Forestry Certification Program.
(g) Enrollment by Grantor in a Forestry Certification Program shall not affect Grantee's ability to otherwise enforce the terms of this Easement.

(h) Prior to enrolling a Tract in a Forestry Certification Program, Grantor may prepare a Schedule of Operations, or Interim Plan, for approval by Grantee, to implement initial forestry operations, however such Schedule shall not cover a period greater than two (2) years.

2. Forest Management Plan Option. As an alternative to the Forestry Certification Program, Grantor may carry out Forest Management Activities in accordance with a Forestry Management Plan that is approved by Grantee. Prior to Grantee's approval of a Forest Management Plan, Grantor may prepare a Schedule of Operations, or Interim Plan, for approval by Grantee, to implement initial forestry operations, however such Schedule shall not cover a period greater than two (2) years.

(a) Plan Contents. The Forest Management Plan shall include and comply with the following:

(1) Period and Updates: The Plan shall be written to cover a fifteen (15) year period with Plan updates (subject to Grantee's approval) required at five (5) year intervals from the date of Grantee's first approval of the Plan.

(ii) Conservation Objectives: Grantor's Forest Management Plan shall detail how Grantor will: ensure sustainable forestry; prevent soil erosion; maintain soil productivity; protect or enhance water quality; protect Special Treatment Areas from negative impacts of timber harvests and associated road construction; protect threatened or endangered species, unique habitats, cultural and archaeological sites; conserve biological diversity at the forest stand and landscape level; and avoid impacts to native plant and animal species, their habitats and the ecological processes that support them.

(iii) Economic Objectives: Grantor's Forest Management Plan shall detail how Grantor will: ensure overall economic viability; maintain acceptable investment returns from forest products in perpetuity; maintain a primarily forested landscape with diverse forest types and conditions that produce a sustainable yield of forest products; and ensure a broad range of silvicultural options, and opportunities for forest management.
(iv) General Narrative Descriptions: At a level of detail that is appropriate for the intended operations, Grantor shall include in the general narrative description: forest types or stand descriptions and locations, including species composition, stocking levels, site classes, volumes, and soil types (if the information is available); an outline of a pre-harvest planning process that describes the silvicultural goals and options to be used, by forest type; if the harvest is a regeneration cut, regeneration standards to be followed, by forest type; methodology used in arriving at the intended prescription(s), based on generally accepted professional or science-based standards and guides; the need for Logging Operation Closure Zones; and how Grantor will limit the extent and size of roads and landings; how Grantor will locate, construct, maintain, and close roads, staging areas, and landings so as to minimize water quality impacts.

(v) Maps: Grantor's Forest Management Plan shall include maps showing: (A) forest stands; also, (B) a general resource map showing: Special Treatment Areas; topography; streams, rivers, wetlands, ponds, lakes, bogs and other such hydrologic features; existing roads, landings, and sand/gravel pits; the approximate location of proposed future roads, landings, and sand/gravel pits; the location of other forestry-related improvements; location of rare, threatened or endangered species, unique habitats, cultural and archaeological sites, if not otherwise identified as Special Treatment Areas herein; scale; and north arrow. Grantor may rely on and use the information and maps comprising Grantee’s inventory or the Baseline Documentation.

(b) Forest Management Plan Review Process.

(i) Grantor will provide Grantee a proposed Forest Management Plan (Plan) in a timely manner.

(ii) Within thirty (30) days of receipt of the proposed Plan, Grantee shall notify Grantor that the Plan is complete and that Grantee has begun its review of the Plan; or that the plan lacks information necessary for Grantee to complete its review, which notification shall include a complete explanation of the deficiencies and how Grantee may remedy the deficiencies.

(iii) Within sixty (60) days of Grantee's receipt of a complete Plan, Grantee shall notify Grantor that it has either: (A) accepted the Plan; or (B) accepted the Plan subject to revisions; or (C) rejected the Plan;
however, such rejection shall be based on Grantee’s reasonable determination that the Plan does not comply with the terms of this Easement.

(c) **Special Treatment Areas.** Grantor’s Forest Management Plan must address the protection of the following Special Treatment Areas:

(i) **Lakes, Ponds and Bog Buffers:** The area located within one hundred feet (100’) of the high water mark of any lake, pond or bog is designated a Special Treatment Area. As such, no Forest Management Activities shall take place within this Special Treatment Area except under the following conditions: enhancement of native species habitat; or otherwise approved in the Forest Management Plan and such activities are planned and supervised by a professional forester. All such activities shall adhere to the best management practices as described in the most recent New York State Department of Environmental Conservation, New York State Forestry Best Management Practices for Water Quality Field Guide or its equivalent.

(ii) **Watercourses and Wetlands:** Watercourses and wetlands located in whole or in part on the Protected Property are designated as Special Treatment Areas. Grantor’s Forest Management Plan must address safeguards to such watercourses and wetlands and how Forest Management Activities will comply with New York State Forestry Best Management Practices for Water Quality Field Guide or its equivalent.

(iii) **Wild, Scenic and Recreational Rivers Buffer:** Grantor’s Forest Management Plan must address safeguards to such River(s) and how Forest Management Activities will comply with applicable State statutes and regulations.

(iv) **Visual Buffer Along Highways:** Grantor’s Forest Management Plan must describe methods that will mitigate the impact of Forest Management Activities on views from public highways.

(v) **Special Habitat Buffer Areas:** The parties acknowledge that this Easement shall allow Grantor to enjoy its Reserved Rights while at the same time protecting special communities of plants and animals and protecting habitats for a number of plant and animal species that, as of the date of this Easement are, or from time to time may become, listed by state or federal laws as: of special concern, rare, threatened, or endangered. Grantor’s Forest Management Plan shall identify such communities, habitats, and
species of plant and animal and explain how Grantor can complete its intended Forest Management Activities and protect such communities, habitats, and species of plant and animal through the use of buffer areas or reduced activities.

(d) Mandatory Forest Management Plan Provisions. The following provisions are mandatory for all Forest Management Activities conducted pursuant to a Forest Management Plan:

(i) Forester's Supervision. Supervision by a professional forester, possessing (at a minimum) a bachelor of science degree in forestry from an educational institution with a forestry curriculum accredited by the Society of American Foresters.

(ii) Silvicultural Standards and Analysis. Compliance with silvicultural standards, generally accepted at the time of planning or harvest and directed by silvicultural prescriptions and cutting plans developed through an analysis of the area to be harvested.

(iii) Best Management Practices. Compliance with the most recent New York State Forestry Best Management Practices for Water Quality or its equivalent.

(iv) Compliance. Compliance with this Easement and applicable local, state and federal laws, statutes, and regulations.

(v) Clearcuts. Clearcuts must comply with generally accepted silvicultural guidelines and other applicable laws. Clearcuts in excess of twenty-five (25) acres in size, even if otherwise permitted by a regulatory body, are allowed only upon prior written approval of Grantee.

(vi) Volume Limits. Timber harvests shall not remove more than 20% of the net merchantable forest inventory of commercial species from the Protected Property in any ten year period, with the following exceptions: 

(A) Catastrophic Events. Grantor may exceed the 20% allowable harvest limit in any ten year period if and when a catastrophic event such as windstorm, insect infestation, disease, fire, ice storm, or other natural disaster impacts the Protected Property; 

(B) Sustainable Increase. Grantor has demonstrated through forest inventory (volume and growth data) in a Forest Management Plan or update thereof that subject Tract can support an increased sustainable harvest level for the five year period of the plan; 

(C) Necessary Inventory. Timber Harvests above 20% of the net merchantable forest inventory of commercial species must be justified through continued forest inventory (volume and growth data) in a Forest Management Plan or update thereof.
data) for each five (5) year period; (D) In any such case, Grantor shall request and obtain Grantee’s prior written approval before exceeding the allowable harvest limit.

(vii) **Plantations.** Plantations shall be limited to those areas and management practices that provide a forested ecosystem benefit or significantly improve forest productivity with minimal clearing of high quality, mixed species hardwood stands. In no case should plantations comprise more than 10% of the area of any given Tract or be greater than 25 acres individually without prior express written approval by Grantee.

(viii) **High-grading.** High-grading is prohibited.

(ix) **Minimum Stand Density.** Grantor's Forest Management Activities shall not reduce stand density, within any given stand, below the "C" line unless: the intended harvest(s) are planned and conducted in accordance with a silvicultural prescription generally recognized by the forestry profession as acceptable for the stand conditions and Grantor's ownership objectives, based on appropriate silvicultural guides and other science-based forest management reference for the subject forest type; and Grantee approves the intended harvest at an Annual Meeting or in a Forest Management Plan that provides one of the following justifications: for (A) even-aged and two-aged stand management, sufficient regeneration is present, meaning that sufficient advance regeneration in accordance with generally accepted silvicultural guides or scientific references; or (B) that windstorm, insect or disease epidemic, fire, ice storm, etc. has reduced stand stocking below the "C-Line" for that forest type and Grantor intends to complete a salvage operations following such catastrophic event; or (C) Grantor intends to use uneven-age stand management in accordance with generally accepted silvicultural guides or scientific references.

5.2 **Privileged Information.** Grantee acknowledges that certain information provided to Grantee by the Grantor in the Forest Management Plan or in the Forest Certification Program and audit materials, updates thereof, and certain correspondence, memoranda, or records relating thereto, may be confidential. Grantor and Grantee reserve the right under New York Freedom of Information Law (Article 6 of the Public Officers Law), upon acquisition by New York State, 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), or their successors in law.
5.3 Motor Vehicle Use; Motorized Access By Grantor and Lessees. Subject to applicable laws and regulations and the terms of this Easement, Grantor reserves the right to use motor vehicles, motorized recreational vehicles, and motorized equipment in general for the enjoyment of its Reserved Rights; as well as all forms of equipment and vehicles for Forest Management Activities.

5.4 Recreation Leasing/Access to Leaseholds By Motorized Vehicles; ATV Use By Lessees. Grantor reserves the right to continue recreational leasing at its sole discretion, in accordance with the Purposes of this Easement.

1. Conservation Easement-A. Grantor may continue leasing lands on Tracts 1, 2, 13, 14, and 19 identified in Schedule A as Conservation Easement-A for the express purpose of outdoor recreation and subject to the following:

(a) Phase-out Posting Leases.
   (i) On or before April 22, 2009, Grantor shall have converted any posting leases on those Tracts comprising Conservation Easement - A to exclusive envelope leases.
   (ii) Each envelope lease shall consist of an area approximately one (1) acre in size and which area shall contain all lease improvements (camp, accessory structures, and mowed or improved areas).
   (iii) Grantor shall locate and configure each one-acre envelope and those drives and trails specifically designated as permitted ingress and egress to lessee hunting camps and envelopes and shall provide Grantee maps that shall show the location and configuration of each envelope such access drive or trail.
   (iv) Grantor and Grantee agree that the configuration of any envelope shall not impair public access to the Tracts comprising Conservation Easement - A over trails, roads, and corridors designated for such use in the Recreation Management Plan.

(b) Exclusive Use By Lessees Within Envelopes. Grantor's lessees shall have exclusive use and enjoyment of their leasehold rights within the boundaries of the one-acre envelopes and permitted egress and ingress to hunting camps designated in the Baseline Documentation (or such other method or type of inventory of hunting camps and permitted egress and ingress and which inventory is agreed to by both parties), subject to the terms of their lease agreements with Grantor.

(c) Outside Envelopes. Outside of the one-acre envelopes and permitted egress and ingress to hunting camps
designated in the Baseline Documentation (or as otherwise provided above by separate inventory), leaseholders shall use the Protected Property to the same extent and subject to the same conditions, as the general public.

(d) Camp Lessees, ATV Use. Until April 22, 2009, Grantor may continue to allow hunting camp lessees to access camps and posting lease areas with motorized vehicles and motorized recreational vehicles pursuant to Grantor’s leases with camp lessees and as mutually agreed in the Recreation Management Plan. After April 22, 2009, such access shall be subject to the following restrictions:

(i) Grantor shall ensure that ATVs traveling on a road located on the Protected Property that is also open to public use by car, truck, or other similar passenger vehicle, complies with applicable laws and regulations.

(ii) On or before April 22, 2009, Grantor and Grantee shall identify those drives and trails on the Protected Property that shall serve as permitted means of ingress and egress to each lessee hunting camp, from a public highway or road that is open to public use by car, truck, or other similar passenger vehicle, and the location of such drives and trails shall appear on a map created for such purposes by Grantee and which map may be amended by mutual agreement from time to time as needed and such map and amendments thereto shall be incorporated by reference into this Easement.

(iii) Grantor shall ensure that use of ATVs by hunting camp lessees on the areas of the Protected Property subject to the Conservation Easement - A terms is restricted to those roads, trails, and areas specifically designated for public ATV use pursuant to the Recreation Management Plan and to those drives and trails specifically designated in the above-referenced map as permitted ingress and egress to lessee hunting camps.

2. Conservation Easement - B.

(a) Recreational leasing of lands on Tracts 3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 18, and 21, listed in Schedule A as comprising Conservation Easement - B may continue at the sole discretion of Grantor, in accordance with the Purposes of this Easement.

(b) Camp Lessees, ATV Use. Subject to applicable laws and regulations, the general terms of this Easement, and the specific limitations listed below, Grantor may continue to allow hunting camp lessees to use motorized
vehicles and motorized recreational vehicles.

5.5 Recreation Camps; Temporary Forest Management Structures; Utilities. No buildings, residences, mobile homes, or other related structures shall be constructed, relocated, or placed on, in, over, under, or upon the Protected Property except as follows:

A. Hunting, Fishing and Outdoor Recreation Camps.

1. Existing Hunting, Fishing and Outdoor Recreation Camps; Tree Stands.

   (a) Grantor may occupy, let, use, repair, maintain, improve, demolish, replace in kind, relocate, abandon, and vacate existing "hunting, fishing and outdoor recreation camps" and accessory structures, which collectively are those structures identified as such in the Baseline Documentation (or such other method or type of inventory of hunting camps and permitted egress and ingress and which inventory is agreed to by both parties).

   (b) Camps shall not be relocated within 300 feet of a river, pond, lake, nor within 300 feet of any perennial stream or government-regulated wetland.

   (c) Grantor may allow the construction of tree stands for big game hunting, but only on those portions of the Protected Property designated as "Conservation Easement - B," herein; however, only seasonal and temporary tree stands shall be allowed on those portions of the Protected Property designated as "Conservation Easement - A."

2. New Hunting, Fishing and Outdoor Recreation Camps.

Grantor may occupy, let, use, repair, maintain, improve, demolish, replace in kind, relocate, abandon, and vacate no more than fifty-two (52) new hunting, fishing and outdoor recreation camps and accessory structures, subject to the following:

   (a) The fifty-two (52) new hunting, fishing and outdoor recreation camps and accessory structures shall be allocated among the Tracts in accordance with Appendix 2, except as follows:

   (i) Subject to prior written notice to and approval of Grantee, Grantor may reallocate to any other lands of Grantor that are subject to the terms of Conservation Easement -B, any number of the fifty-two (52) new hunting, fishing and outdoor recreation camps allowed by this Section, in order to construct new hunting, fishing and outdoor recreation camps on any other lands of Grantor that are subject to the terms of Conservation Easement -B.
Easement -B.

(ii) Such right to reallocate is personal to Grantor herein, its affiliates and subsidiaries and, as such, the right to reallocate shall not run with the lands but shall cease and terminate upon the conveyance by Grantor or its affiliates and subsidiaries of any portion of the Protected Property subject to this Phase II-III Easement.

(iii) Upon termination of the Grantor’s right to reallocate as provided herein, new hunting, fishing and outdoor recreation camps allowed by this Section shall be allocated among the Tracts in accordance with Appendix 2.

(b) New hunting, fishing and outdoor recreation camps and accessory structures shall not be located, or relocated to, within 300 feet of a river, pond, lake, nor within 300 feet of any perennial stream or government-regulated wetland.

(c) In order to construct all fifty-two (52) new hunting, fishing, and outdoor recreation camps, Grantor must remove or relocate a total of twenty-six (26) of the existing camps and accessory structures, the locations of which do not comply with the setback requirements of Section 5.5(A)(2)(b) herein as of the date of this Easement (hereinafter, “Water Resources Setback Camp”).

(d) Grantor may not construct a new hunting, fishing, and outdoor recreation camp without first removing or relocating one (1) Water Resources Setback Camp (up to a total of twenty-six (26) such Water Resources Setback Camps); and upon the removal or relocation of one (1) such Water Resources Setback Camp, Grantor may construct two (2) new camps. The relocation of any Water Resources Setback Camp to comply with the provisions of Section 5.5(A)(2)(b) above shall be deemed the removal of such Water Resources Setback Camp and the construction of a new hunting, fishing, and outdoor recreation camp, at which time the Grantor shall have the right to construct one (1) new hunting, fishing, and outdoor recreation camp.

(e) The total ground area occupied by any new camp structure shall not exceed 500 square feet in size nor be higher than one (1) story; the total aggregate area of accessory structures shall not exceed two hundred (200) square feet per new camp and no accessory structure shall be higher than one (1) story.
(f) The location or relocation of a new hunting, fishing, and outdoor recreation camp shall be subject to the prior written approval of Grantee, which shall not be unreasonably delayed or withheld. Grantor shall notify Grantee in writing of a proposed relocation or construction of a new hunting, fishing, and outdoor recreation camp and the proposed location. Grantee’s review shall be limited to whether the proposed location complies with the provisions of Section 5.5(A)(2)(b) above and whether the location will interfere with Grantee’s ability to provide public recreational access as granted by this Easement. Grantee shall approve or disapprove the proposed location within forty-five (45) days of receiving Grantor’s complete proposal. If the location is not acceptable to Grantee, Grantee’s response shall also propose alternate location(s) acceptable to Grantee.

(g) Grantor shall be solely responsible for the demolition and removal of decommissioned camps and debris in a proper manner at a site approved by local, state, or federal laws and regulations for such purposes.

3. Additional New Camps In addition to the new camps allowed above, Grantor may occupy, let, use, repair, maintain, improve, demolish, replace in kind, abandon, and vacate up to eight (8) new hunting, fishing and outdoor recreation camps and accessory structures, subject to the following:

(a) The density of additional new camps allowed under this Section shall not exceed one (1) per Tract.

(b) Additional new camps and accessory structures shall not be located within three hundred feet (300') of a river, pond, lake, nor within 300 feet of any perennial stream or government-regulated wetland.

(c) The total ground area occupied by any new camp structure shall not exceed 500 square feet in size nor be higher than one (1) story; the total aggregate area of accessory structures shall not exceed two hundred (200) square feet per new camp and no accessory structure shall be higher than one (1) story.

(d) The location or relocation of a new hunting, fishing, and outdoor recreation camp shall be subject to the prior written approval of Grantee, which shall not be unreasonably delayed or withheld. Grantor shall notify
Grantee in writing of a proposed relocation or construction of a new hunting, fishing, and outdoor recreation camp and the proposed location. Grantee’s review shall be limited to whether the proposed location complies with the provisions of Section 5.5(A)(2)(b) above and whether the location will interfere with Grantee’s ability to provide public recreational access as granted by this Easement. Grantee shall approve or disapprove the proposed location within forty-five (45) days of receiving Grantor’s complete proposal. If the location is not acceptable to Grantee, Grantee’s response shall also propose alternate location(s) acceptable to Grantee.

4. No Residential Uses. Hunting, fishing and outdoor recreation camps and accessory structures, camp trailers, and motorized recreational vehicles shall be limited in construction and use to occasional occupancy for hunting, fishing, or similar purposes by Grantor’s lessees and their guests and invitees. The term occasional, in relation to Grantor’s hunting, fishing and outdoor recreation camps, shall mean that no hunting, fishing and outdoor recreation camp shall be used as a residence.

B. Forest Management Activity Structures. Grantor may construct, occupy, use, repair, maintain, improve, demolish, replace in kind, and abandon temporary structures that Grantor finds desirable or necessary for Forest Management Activities.

C. Deteriorated Structures. Should any structure on the Protected Property and legally owned by Grantor deteriorate to such a condition that it is dangerous to occupy or be around, according to applicable local land use regulations, the Grantor, at its sole cost and expense, shall either correct the hazard, or demolish such structure.

D. Utilities.

1. Existing Utilities. Grantor may maintain, replace, and remove telephone, telegraph, cable television, electric, gas, water or sewer or other utility lines and structures existing as of the date of the grant of this Easement.

2. New Telecommunication Tower(s).

(a) Upon prior notice to Grantee, Grantor may locate or cause to be located, constructed, operated, maintained, and demolished, no more than six (6) telecommunication towers on the Protected Property subject to Easement Phases I-A, I-B, and II - III along with access thereto by road and associated improvements, subject to all
applicable statutes, rules, and regulations.
(b) These six (6) telecommunication towers may be
allocated among the Tracts at Grantor's discretion;
however, the right is personal to the Grantor herein, its
affiliates and subsidiaries; and any unexercised right
shall not be conveyed with any such Tract without
Grantee's prior approval. Grantor may enter into leases
and licenses with respect to such telecommunication towers
and may charge fees in connection with the use thereof.

3. Other New Utilities. No new telephone, telegraph, cable
   television, electric, gas, water or sewer or other utility
   lines, structures and towers shall be located over, under,
   in, on, upon or above the Protected Property, except as may
be specifically permitted in this subsection relating to a
   new telecommunications tower; or upon prior approval of the
Grantee; or pursuant to Section 49-0307 of the ECL.

5.6 Charging For Recreational Uses.
1. Conservation Easement - A. Except for leases of hunting,
   fishing and outdoor recreation camps as provided in Section
5.4 herein, Grantor may not charge or exact a fee from
Grantee, nor from any entity whatsoever whether private or
public, nor any member of the public in exchange for the
right or permission to use for recreational purposes Tracts
1, 2, 13, 14, and 19, identified in Schedule A as
Conservation Easement - A.

2. Conservation Easement - B. Grantor reserves the right to
charge or exact a fee in exchange for the right or permission
to use for recreational purposes Tracts 3, 4, 5, 6, 7, 8, 9,
10, 15, 16, 18, and 21, identified in Schedule A as
Conservation Easement - B, except that Grantor may not charge
Grantee and such enterprises engaged in by Grantor shall not
unreasonably interfere with Grantee's Affirmative Rights to
provide public recreation on the Protected Property.

5.7 Future Sales: Tracts; Subdivision & Conveyances; Use As
Fee owner; Development & Building Rights Extinguished.
Subdivision or conveyance of the Protected Property in any
manner other than as provided in this Section is prohibited.

1. Tracts. The lands subject to the Conservation Easement for
Phase I-A, the Conservation Easement for Phase I-B, and the
Conservation Easement for Phase II - III as those Phases are
defined herein, and the Protected Property collectively
subject to the Conservation Easements for Phase I-A, Phase I-
B, and Phase II - III are described as twenty-one (21) Tracts
for the purposes stated in Section 1.2 herein. Tracts are
allocated among the Conservation Easements for Phase I-A,
Phase I-B, and Phase II - III as follows:

Phase I-A Conservation Easement: Dated December 21, 2005 and recorded December 29, 2005 in the Franklin County Clerk’s Office in Liber 904 of Deeds at page 129 and recorded December 29, 2005 in the Hamilton County Clerk’s Office in Liber 235 of Deeds at page 601; and which Protected Property is grouped as Tract 17 (the portion located in Franklin County) and Tract 20.

Phase I-B Conservation Easement, to be recorded in the St. Lawrence County Clerk’s Office as of even or nearly even date with Phase II -III Conservation Easement and which Protected Property is grouped as Tract 11, Tract 12, and the portion of Tract 17 located in St. Lawrence County.

Phase II - III Conservation Easement, to be recorded in the Clerk’s Offices of Clinton, Essex, Franklin, Hamilton, Herkimer, Saratoga, Warren, and Washington Counties as of even or nearly even date with this Phase I-B Conservation Easement and which Phase II -III Protected Property is grouped as Tract 1, Tract 2, Tract 3, Tract 4, Tract 5, Tract 6, Tract 7, Tract 8, Tract 9, Tract 10, Tract 13, Tract 14, Tract 15, Tract 16, Tract 18, Tract 19, and Tract 21.

2. Entire Protected Property. Grantor may convey the entire Protected Property or any set of Tracts allocated among the Conservation Easements for Phases I-A, I-B, and II - III.


   (a) Schedule A describes seventeen (17) groupings of parcels of land that comprise the Protected Property for this Conservation Easement, such groupings referred to herein as Tracts.

   (b) Upon notice to but without approval of the Grantee, Grantor reserves the right to convey any of the seventeen (17) Tracts comprising this Phase II - III Conservation Easement or any of the twenty-one (21) Tracts comprising the lands subject to Phases I-A, I-B, and II - III provided however, that no such conveyance shall include an area of the Protected Property smaller than a Tract except as provided in this Section 5.7.


   (a) The above restrictions notwithstanding, upon notice to and approval of the Grantee, Grantor may make up to six (6) additional conveyances of land comprising any Tract or
Tracts, in units smaller than a Tract, with or without subdivision, up to a total aggregate limit of 3,000 acres for all such conveyances (hereinafter referred to as "Additional Conveyance(s)"). The six (6) Additional Conveyances may be allocated among Easement Phases I-A, I-B, and II - III at the Grantor's discretion.

(b) The right to make Additional Conveyances is not allocated among the Tracts; the right is personal to the Grantor herein, its affiliates or subsidiaries and the right shall not be conveyed with any such Tract. No such subdivided parcel may be further subdivided.

5. Subdivision. Except for the following, which are specifically reserved to Grantor, subdivision of the Protected Property is prohibited:
   (a) Conveyance of any Tract;
   (b) Up to six Additional Conveyances allowed pursuant to Section 5.7(4) above;
   (c) Upon notice to Grantee, to correct a boundary line location.
   (d) Upon prior notice to and approval of Grantee, for other purposes consistent with the terms of this Easement.
   (e) Upon prior notice to and approval of Grantee, when such subdivision is necessary for conveyance of a portion of the Protected Property to a third party for eventual conveyance to the Grantee for purposes consistent with this Easement.

6. Subsequent Conveyance.
   (a) Grantor covenants and agrees that any subsequent conveyance of the Protected Property or Tracts, or any lease, mortgage, or other transfer or encumbrance of the Protected Property or Tracts shall be subject to this 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 Easement entered into between LYME ADIRONDACK TIMBERLANDS I, LLC AND LYME ADIRONDACK TIMBERLANDS II, LLC and THE PEOPLE OF THE STATE OF NEW YORK dated [date] and recorded [date] in the Offices of the Clerk of [County] in Book [Book] of Deeds at Page [Page]."
   (b) If Grantor fails to comply with the provisions of this subsection, Grantee's sole remedy against Grantor
shall be the requirement that Grantor immediately notify the grantee, mortgagee, etc., under any such conveyance, of the terms of this Easement.

(a) The development and building rights associated with the Protected Property and conveyed by Grantor to Grantee by this Easement by Grantor are hereby extinguished and 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 Easement for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable statute, regulation, or ordinance controlling land use and building density.

(b) No such development or building rights shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise.

8. Use of Protected Property As Fee Owner, Conveyance and Encumbrances. Grantor reserves all rights as fee owner to the Protected Property or any Tract, including:
(a) The right to conduct any activity on the Protected Property, or any Tract thereof, which is consistent with the terms of this Easement.

(b) The right to give, sell, assign, or otherwise transfer the underlying fee interest to any Tract by operation of law, by deed, or by indenture, subject and subordinate to this Easement.

5.8 Logging Operation Closure Zones, Recreation Corridor Relocations.
1. Grantor may establish Logging Operation Closure Zones by temporarily suspending public access to areas of the Protected Property (including corridors) that will be involved in Forest Management Activities.

2. Logging Operation Closure Zones shall:
(a) Be established only after written notice to Grantee and, if possible, identified at the annual meeting and in the Forest Management Plan.

(b) Be desirable for safety and Forest Management Activities.
(c) Not exceed six (6) months in duration unless otherwise mutually agreed upon by the parties.
(d) Not occupy in the aggregate more than ten percent (10%) of any Tract at any one time.

(e) Apply both to motorized and non-motorized access.

3. Grantor shall give notice to Grantee of proposed Logging Operation Closure Zones no less than thirty (30) days prior to closure.

4. Grantor shall be responsible for adequately posting the boundaries of Closure Zones.

5. In the event that a portion of a recreation corridor is closed, the parties will cooperate to identify and provide an alternate corridor.

5.9 Allowed Sand and Gravel Use; Mining Prohibited.

1. Sand and Gravel. Grantor may use sand and gravel located on the Protected Property in accordance with the following:
   (a) Sand and gravel extraction by Grantor shall be limited to the following uses:
      (i) As necessary for Grantor's Reserved Rights on the Protected Property;
      (ii) Sale of product for use off the Protected Property if such sale is part of an agreement with a municipal, county, or state government or agency thereof, or a third party acting on behalf of or under contract with such governmental entity, to provide product to a municipal, county, or state government or agency for public works projects.
   (b) In order to minimize overall impacts and conserve forested areas, the parties shall use best efforts to use existing pits and avoid opening new pits.
   (c) Operation shall minimize adverse environmental and visual impacts and comply with the Forestry Certification and applicable local, state, and federal laws and regulations.
   (d) Grantor shall avoid locating sand and gravel pits within any of the following buffer areas; however, applicable laws and regulations may require larger buffer areas:
      (i) Lakes and Ponds Buffers: The area located within one hundred feet (100') of the high water mark of any lake or pond;
(ii) Perennial Streams Buffers: The area located within one hundred feet (100') of a Perennial Stream, as such term is defined above;

(iii) Wild, Scenic and Recreational Rivers Buffer: as required by applicable laws and regulations.

(iv) Visual Buffer Along Paved Public Highways: The area located within one hundred feet (100') of any paved, public highway.

(e) Grantor may continue to use existing pits that are located in buffer areas described in subsection (d), above, however, the parties shall ensure that operation within such buffer areas minimizes adverse environmental and visual impacts and complies with applicable local, state, and federal laws and regulations.

(f) The total area of any Tract impacted at any one time by sand and gravel extraction, including the area occupied by waste piles, shall not exceed the acreage limitations provided in Appendix 1, attached hereto and made a part hereof. The parties shall not allow the total area affected on any Tract to exceed the acreage limitations provided in Appendix 1 without first abandoning and reclaiming an area already affected, which area to be reclaimed shall be in total at least equal in size to the area exceeding the acreage limitation noted above.

(g) Reclamation shall consist of permanently stabilizing the affected area through grading and revegetation. Grading shall create site conditions that are conducive to natural regeneration of vegetation or planting of trees.

(h) Grantor shall be responsible for reclaiming affected sites.

2. Mining Prohibited. Other than sand and gravel excavation as allowed herein, Grantor shall not commence mining or mineral extraction of any nature whatsoever.

5.10 Grantor's Responsibilities and Duties For Roads, Trails, Bridges, and Culverts, Landings, and Related Improvements

1. Shared Improvements. (a) Grantor and Grantee acknowledge that existing and future improvements on the Protected Property such as roads, trails, bridges, and culverts are vital for both Grantee's ability to provide public recreation and for Grantor to fully enjoy its Reserved Rights; and furthermore, that many roads and trails on the Protected Property will be used by both
Grantor and by the public and that such use by both parties will contribute to the need for routine maintenance of such shared improvements.

(b) The parties acknowledge the difficulty in allocating between the parties, the exact costs and responsibilities for routine maintenance of shared improvements such as roads, trails, bridges, and culverts; however, the parties are committed to establishing a method for equitably sharing the cost and responsibility for maintaining these shared improvements.

(c) As such, the parties shall identify the shared roads, trails, bridges, culverts and other such improvements in the Recreation Management Plan; establish appropriate standards and guidelines for their maintenance; and develop a method of equitably sharing the cost and responsibility for routine maintenance of such improvements ("shared improvements"). Any method of cost-sharing shall be subject to the following:

(i) 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.
(ii) The Grantee is solely responsible for the costs of ensuring that shared improvements are adequate for public recreational use.

(d) The above notwithstanding, the following specific guidelines shall apply to bridges:

(i) Closure of a bridge by a State agency (such as New York State Department of Transportation) to prevent public use of the bridge shall not be a basis for Grantee to prohibit the Grantor's use of such a bridge for Forest Management Activities, if Grantor chooses to so use the bridge.
(ii) The parties shall share equally in the cost of any new or replacement bridge, if both Grantor and Grantee agree that they both need such a bridge to enjoy their respective rights under this Easement; however, Grantor's share in such costs shall not include costs necessary to ensure that such a bridge is adequate for public recreational use, which shall mean by way of 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 costs shall not exceed those necessary to construct a bridge adequate for public recreation and Grantee's
administrative access.

2. Exclusive Use Improvements: Maintain, Repair, and Correct. Grantor shall maintain, repair, and correct at its sole cost and expense, roads, trails, bridges, culverts, parking lots, and other related improvements that the parties have agreed are not open and available for public recreational use pursuant to this Easement, whether such improvements are identified as "existing" in the Baseline Documentation or established in the future for the purposes of Grantor's Reserved Rights.

3. New Improvements. Grantor may construct, improve, upgrade, widen, and abandon new roads, trails, bridges, culverts, parking lots, staging areas, landings, driveways, and other related improvements, if such improvements are desirable for Grantor's Reserved Rights.

4. Minimize Impacts; Comply With Best Management Practices. In carrying out activities contemplated in this subsection, Grantor shall comply with the most recent New York State Forestry Best Management Practices for Water Quality or its equivalent.

5.11 Licenses and Access Easements.

1. Licenses; Easements. Upon notice to but not approval of the Grantee, Grantor may grant licenses and temporary and permanent easements over any Tract and accept compensation therefor; any such grant shall be made by written instrument, recorded in the County Clerk's Office and such grant shall be subject to this Easement and contain the language provided in Section 5.7(6).

2. Access To Other Lands of Grantor. Grantor may use roads and trails on the Protected Property to access lands that Grantor owns but that are not encumbered by this Easement, in order to harvest timber or conduct forest management on the lands not encumbered by this Easement.

5.12 Emergency and Non-emergency Actions.

1. Grantor may take emergency action in response to natural disaster, environmental hazards, or threats to human safety but shall promptly notify Grantee of any such actions taken.

2. Grantor may take non-emergency action necessary to:
   (a) Preserve water levels and water quality.
   (b) Prevent the erosion of any slope or shoreline.
5.13 Gates, Barriers, Fences; Keys, Combinations; Marking Boundaries. Grantor may erect signs, gates, fences or other barriers necessary to carry out its rights and obligations hereunder, or the Forest Management Plan/Forestry Certification Program in accordance with the following:

1. Grantor may install and maintain gates or other barriers to prohibit access to any road, trail, parking area, landing, staging area, or related areas over which the public has not been granted a right of use thereof pursuant to this Easement.

2. Grantor shall provide Grantee keys or combinations necessary to open gates and shall allow Grantee access through such barriers for administrative functions related to this Easement by Grantee, its officers, employees and contractors.

3. The parties acknowledge that Grantor is responsible for, but under no obligation whatsoever, to identify, maintain, and mark the boundaries of the Protected Property or any Tract therein, if Grantor chooses to undertake such actions.

5.14 Grantor's Recreation Rights.

1. On that portion of the Protected Property designated as Conservation Easement - A, Grantor, its lessees, employees, and agents may enjoy the recreation rights conveyed to Grantee by this Easement, but only under the same terms as the public for those areas where the public enjoys such recreation rights.

2. On that portion of the Protected Property designated as Conservation Easement - B, Grantor, its lessees, employees, and agents may enjoy the recreation rights conveyed to Grantee by this Easement, but only under the same terms as the public for those areas where the public enjoys such recreation rights; however, with respect to recreational rights not conveyed by Grantee herein pursuant to this Easement, on that portion of the Protected Property designated as Conservation Easement - B, Grantor its lessees, employees, and agents may enjoy those rights to the fullest extent allowed by law.

3. The above notwithstanding, recreational use of the Protected Property or any portion thereof by Grantor, its lessees, employees, and agents, of roads, trails, parking
lots, boat launches, camp sites, landings, staging areas and other related areas and amenities, and whether or not such areas are open for public recreation pursuant to this Easement, shall not interfere with Grantee's rights to provide public recreation pursuant to this Easement.

5.15 Chemical Treatments. Grantor may use herbicides, pesticides, fungicides, rodenticides, fertilizer, and pH control or other chemicals on any Tract, but only as necessary for one or more of the following purposes:

1. Control a pest or disease outbreak that threatens the health of the forests or forest economy of the region, or which threatens Grantor's long-term investment in the subject Tract.

2. As necessary for Forest Management Activities and approved in the Forest Management Plan or acceptable to the Forestry Certification Program.

3. Control insect pests for human health and safety purposes.

4. Control exotic plant or animal species.

5.16 Waste Disposal.

1. Except for the routine storage of containerize waste prior to transport from a Tract, Grantor shall not dump or store ashes, sawdust, noncomposted organic waste (except organic logging debris), sewage or garbage, scrap material, sediment discharges, oil and its by-products, leached compounds, toxic fumes or any other unsightly or offensive material in, on, over, under or upon the any Tract.

2. Grantor shall remove debris left by its own activities or those of its lessees.

5.17 Exterior Lighting.

1. No permanent exterior artificial illumination shall be employed on any Tract, other than that employed as of the date hereof and identified in the Baseline Documentation.

2. Notwithstanding this restriction, Grantor may use permanent exterior artificial illumination if necessary for the enjoyment of the Reserved Rights by Grantor and upon prior approval of Grantee.

5.18 Hydrology: Manipulation of Water Levels.

1. Other than those structures identified as existing in the
Baseline Documentation, Grantor shall not construct dams or impoundments, manipulate water levels in watercourses or wetlands, or alter the natural watercourses on the Protected Property in a way that adversely impacts any of the following benefits provided by the Protected Property: flood storage and control; water quality; fish or wildlife habitat; erosion control; and soil productivity.

2. Nothing in this subsection shall prevent Grantor from responding to an emergency or acting as otherwise allowed herein.

5.19 Non-native Species. Grantor shall not plant, introduce, release, or broadcast any non-native, hybrid, or genetically-modified species on any Tract unless:

1. Such action has been approved by Grantee; or

2. Grantor intends to use such common non-native tree species as Japanese Larch (Larix kaempferi), Norway Spruce (Picea abies), or hybrid poplar (Populus spp.) and if such use is in accordance with a Forestry Certification Program or Forest Management Plan.

6. ENFORCEMENT

6.1 Inspections. Grantee intends to schedule periodic inspections of the Protected Property to determine compliance with the terms of this Easement. In doing so, Grantee will provide Grantor ten (10) days notice and the Grantor will have the right to accompany the Grantee on said inspections.

6.2 Notice to Cure.

1. Either party shall notify the other of a breach or suspected breach of any of the terms or conditions of this Easement. Such notice shall set forth how the subject party can cure such breach or suspected breach and shall give the subject party sixty (60) days from the date of receipt of the notice in which to cure, which time period may be extended in the event severe weather conditions are experienced.

2. At the expiration of such period of time to cure, or any extensions thereof granted, the aggrieved party shall notify the other party of any failure to adequately cure the breach or suspected breach. The subject party shall then have an additional fifteen (15) days from receipt of such notice to cure. At the expiration of said fifteen-day period, 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 Easement.

6.3 Dispute Resolution.
1. In the event the parties cannot resolve a dispute 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 whose recommendations are advisory to the parties.

2. Within thirty (30) days of receipt of such recommendations each party must advise the other of its concurrence or non-concurrence.

3. 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.
1. Grantee may require Grantor to restore the Protected Property to its natural state in the event of a breach of terms of this Easement and to enforce this right by any action or proceeding necessary.

2. Grantee, at its sole discretion, may enter the Protected Property for the purpose of restoring the same to its natural state.

3. Grantee may resort to the following in order to restore the Protected Property:
   (a) Remove items and materials not permitted by this Easement.
   (b) Close, fill, grade and plant with appropriate vegetative cover, those affected areas.
   (c) Correct, through reasonably practicable measures, conditions that harm any of the following natural resource values on the Protected Property: native flora and fauna and the ecological processes that support them; diverse forest types and conditions; soil productivity; biological diversity; water quality; and wetland, riparian, and aquatic habitats.
   (d) Take any other appropriate action reasonably necessary to remedy any breach of this 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 or act of God.


3. Acts of the public while on the Protected Property pursuant to the public access rights granted by this Easement.

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

7. OTHER TERMS AND CONDITIONS

7.1 Notice, Review and Approval Process.

1. Whenever notice or an approval is required from either party, the party that must provide notice or that is seeking the approval shall deliver a written notice, or request for such approval in accordance with the notification directions herein.

2. Requests shall be either approved, approved with conditions, or denied.

3. The parties shall not unreasonably delay or deny an approval.

7.2 Notices, Notification.

1. Any notice required to be sent to the Grantor herein shall be addressed to:

   Lyme Adirondack Timberlands I, LLC
   Lyme Adirondack Timberlands II, LLC
   c/o Lyme Timber Company
   23 South Main Street, Third Floor, Hanover, New Hampshire 03755

2. Any notice required to be sent to the Grantee herein shall be addressed to:

   For Tract 18:
   New York State Department of Environmental Conservation
   Regional Forester, Region 6
   317 Washington Street
   Watertown, New York 13601
3. Notices and requests for approval shall be delivered by hand, or by registered, or certified mail and return receipt requested, to the address of the other party as provided herein and said party shall acknowledge receipt of the notice or respond to the request within sixty (60) days of its receipt, unless otherwise specified herein.

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

5. Upon mutual agreement, the parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7.3 Annual Meeting. Grantor and Grantee shall meet at least annually and review activities completed in the previous year, and review and coordinate upcoming work plans with the goal of ensuring smooth joint use of the Protected Property (or Tracts) and the parties' compliance with:

1. The Forest Management Plan or Forestry Certification Program.

2. The Recreation Management Plan.

3. Other provisions of this Easement.

7.4 Regulatory Authorities, Compliance With Law. This Easement shall not remove the necessity of the Grantor or Grantee to obtain any permit and/or approval from any governmental agency having jurisdiction over any activity conducted or to be conducted on the Protected Property.

7.5 Real Property Taxes and Assessments.

1. 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.

2. Should Grantor fail to pay any such taxes or assessments within the time prescribed by law for such payment, Grantee
may take any lawful steps available to it to acquire fee title or such other interests which are the subject of any unpaid assessment or tax, including payment to the taxing authority of any amounts unpaid as the State of New York may be required to pay to obtain title to such property. Any steps so taken by the Grantee are intended and shall be deemed to be adverse to the interest of the Grantor and not taken for the benefit of the Grantor. In the event that the Grantee is successful in acquiring the title or other interest of the Grantor from the taxing authority, this Easement shall merge with the fee to such property and such Easement shall be extinguished.

7.6 Public Use of Forest Products Prohibited. This Easement does not grant the Grantee or the public the right to exploit or use forest products on the Protected Property or remove such products from the Protected Property. However, the public may use dead and down trees for firewood associated with campsites.

7.7 Not Forest Preserve. The parties agree that the underlying fee title to the Protected Property remains in Grantor, subject to the terms of this Easement, and that the lands constituting the Protected Property do not, by the granting of this Easement, become a part of the Forest Preserve.

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

1. Grantee shall have the right of enforcement of the reconveyance by Grantor to the nominee by any legal means.
2. The form of reconveyance shall be satisfactory to Grantee and approved by the Attorney General of the State of New York.
3. 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 Easement pursuant to the terms of this section.
7.9 Amendments or Modifications. Grantor and Grantee may amend this Easement by mutual agreement in writing, executed by both parties, in accordance with the provisions of Section 49-0307 of the ECL, and recorded in all of the County Clerk's offices, as the case may be, for each Tract affected by such amendment or modification. Amendment to or modification of the Recreation Management Plan shall not constitute an amendment to or a modification of this Easement.

7.10 Assignment of Grantee's Interest. Grantee may assign this Easement to another governmental agency or qualified organization consistent with the ECL and which governmental or organizational assignee has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the terms of this Easement.

7.11 Grantor's Negligence. Grantor agrees to indemnify and hold Grantee harmless against all claims, loss, damage and expense the Grantee may suffer as a result of Grantor's negligence in the course of exercising any rights reserved under this Easement.

7.12 Grantee's Negligence.

1. Subject to the availability of lawful appropriations, Grantee agrees to indemnify and hold Grantor harmless against claims, loss, damage and expense the Grantor may suffer as a result of the Grantee's negligence in the course of exercising any rights granted under this 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.

2. Grantee's duty to indemnify and save harmless prescribed by this subsection shall be conditioned upon:
   (a) Delivery to the Attorney General by Grantor of the original or a copy of any summons, complaint, process, notice, demand or pleading within fifteen (15) business days after it is served with such document; and
   
   (b) Representation by the Attorney General or, if the Attorney General determines in his or her sole discretion based upon investigation and review of the facts and circumstances of the case that representation by the Attorney General would be inappropriate, representation by private counsel to be selected by the Attorney General after consultation with the Grantor; and
   
   (c) The full cooperation of Grantor in the defense of such action or proceeding against Grantee based upon the
same act or omission, and in the prosecution of any appeal.

7.13 Additional Covenants. Grantor does further covenant with Grantee as follows:

1. That Grantor is seized of the Protected Property in fee simple, subject to the encumbrances set forth on Schedule B attached hereto and made a part hereof, and has good right to convey this Easement and the rights hereunder.

2. That Grantee shall quietly enjoy said rights.

3. That the Protected Property is free from encumbrances, except as provided on Schedule B attached hereto and made a part hereof.

4. That Grantor will execute or procure any further necessary assurances of the title to the Protected Property reasonably requested by Grantee.

5. That Grantor will forever warrant the title to the Protected Property.

6. That this conveyance is made subject to the trust fund provisions of Section 13 of the Lien Law.

7.14 Severability. The parties agree that the provisions of this 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 Easement and the remaining provisions hereof shall continue in full force and effect.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

LYME ADIRONDACK TIMBERLANDS I, LLC

By:  
James W. Hourdequin

Its: Treasurer

STATE OF NEW YORK  }
COUNTY OF ALBANY  }

On the 7th day of March in the year 2007, before me, the undersigned, personally appeared James W. Hourdequin, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of whom the individual acted, executed the instrument.

LESTER EARL DENISON
NOTARY PUBLIC, State of New York
No 01DE4754021
Qualified in Saratoga County
Commission Expires October 31, 2009

Notary Public, State of New York

LYME ADIRONDACK TIMBERLANDS II, LLC

By:  
James W. Hourdequin

Its: Treasurer
STATE OF NEW YORK  
COUNTY OF ALBANY  

On the 7th day of March in the year 2007, before me, the undersigned, personally appeared James W. Hourdequin, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

LESTER EARL DENISON
NOTARY PUBLIC, State of New York
No 01DE4754021
Qualified in Saratoga County
Commission Expires October 31, 2009

ACCEPTED:  
THE PEOPLE OF THE STATE OF NEW YORK  
Acting By and Through their Commissioner of Environmental Conservation  

By:  

Nancy Lussier  
Its: Director, Division of Management and Budget

Grantee's Acknowledgment:

STATE OF NEW YORK  
COUNTY OF ALBANY  

On the 7th day of March in the year 2007, before me, the undersigned, personally appeared Nancy Lussier, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same and that by her signature on the instrument, she, or the person upon behalf of whom she acted, executed the instrument.

KATHLEEN R TUBILO  
Notary Public, State of New York
Qualified in Schaghticoke County  
Reg No 01'TU8514579  
Commission Expires 10/23/2010
SCHEDULE A: DESCRIPTION OF THE PROTECTED PROPERTY
## SCHEDULE A

### DESCRIPTION OF THE PROTECTED PROPERTY

#### PHASE II-III

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Proceeding 6078
Clinton 143A

CLINTON 143A

CONSERVATION EASEMENT TRACT 2

CONSERVATION EASEMENT A

PARCEL 1

TOWN OF PERU, CLINTON COUNTY

WATSON TRACT

ALL THOSE CERTAIN PIECES OR PARCELS OF LAND situate, lying and being in the Town of Peru, County of Clinton, State of New York, Watson Tract, as shown and delineated on a map the details of which are as follows (hereinafter the "Republic Survey Map"):  

Title "Map of Survey Prepared for Republic National Life Insurance Company"

Sheet No Sheet 43

Dated October 8, 1979

Prepared Kratz and Thompson, Land Surveyors, Elizabethtown, New York

Filed Clinton County Clerk’s Office

Map No. Map Drawer A-50

AND more particularly being a survey of 595.09 acres in the Watson Tract as shown on the Republic Survey Map describing lots or parts of lots as follows:

(1) Part of Lot 17

(2) Part of Lot 21

(3) Lot 22

(4) Lot 30

(5) Lot 31

(6) Part of Lot 32

BEING described on the Republic Survey Map as being property into J & J Rogers Company by Deed Book 387 at Page 533, excepting
all ores, mines and minerals

BEING the first parcel conveyed to International Paper Company from ITT Rayonier, Incorporated by deed dated March 20, 1981 and recorded in the Clinton County Clerk's Office on March 27, 1981 in Book 616 of Deeds at Page 334.

PARCELS 2 - 9

ALL THOSE TRACTS, PIECES OR PARCELS OF LAND located in the Town of Black Brook, Clinton County and State of New York, Township 3, Old Military Tract, being more fully shown and delineated on two filed maps, and hereinafter further described by tract and lot no. by reference to such maps, subject to specific exceptions and exclusions, the details of which maps are as follows (hereinafter the "Clinton 143 Compiled Map" and the "Republic Survey Map" respectively):

CLINTON 143 COMPILED MAP

Title "Compiled Map Showing a Conservation Easement to be acquired by the People of the State of New York pursuant to section 3-0305 of the Environmental Conservation Law designated as PROJECT: CLINTON 143, etc.," Map No. 11,971, containing 9 sheets

Dated December 27, 2006

Prepared Floyd R. Lampert, L S
License No 049222

Filed February 2, 2007, Clinton County Clerk's Office

Map No 2007 - 00202636 through 00202644

(The above map shall hereinafter be referred to as the "Clinton 143 Compiled Map.")

REPUBLIC SURVEY MAP

Title "Map of Survey Prepared for Republic National Life Insurance Company"

Sheet Nos : No Date Filed
1 01/31/79 05/18/79
2 07/06/79 07/09/79
3 01/31/79 05/18/79

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**PART OF LOT 36** as shown on the Clinton 143 Compiled Map on Sheets 2 of 9 and 5 of 9, and as also shown and delineated on the Republic Survey Map on Sheet 16 as Survey of part of Lot 36 being 318.45± acres;

EXCLUDING THEREFROM AND FROM THIS CONSERVATION EASEMENT that part of Lot 36 included in the 13.42 acre exclusion shown on the Clinton 143 Compiled Map and described as follows:

All that particular piece or parcel of land situate in Great Lots 36 and 37, Township 3, Old Military Tract, Town of Black Brook, County of Clinton, State of New York and being more particularly bounded and described as follows:

Beginning at a point marked by a ½ inch iron pipe in stones on the northerly line of a parcel of land now or formerly owned by Charles Fournier (Book 532 Page 667) in Lot 45 of the aforementioned Township 3, which point of beginning is referenced as lying South 84 degrees 56 minutes 53 seconds West a distance of 1,077.32 feet from a 6-inch cast iron pipe in stones marking the common corner of Great Lots 36, 37, 45 and 46 in Township 3, then running the following five (5) courses and distances.

(1) Northerly on a bearing of North 07 degrees 3 minutes 49 seconds West an approximate distance of 400 feet, more or less, to a point in the centerline of the "Turnpike Road," so-called, a paved Town of Black Brook Highway, then

(2) In a general easterly and southeasterly direction in and along the centerline of the aforementioned Turnpike Road as it winds and turns an approximate distance of 1,750 feet, more or less, to a point therein; then

(3) Southwesterly on a bearing of South 34 degrees 43 minutes 45 seconds West an approximate distance of 275 feet, more or less, to a 3/4 inch iron pipe and stones marking the southeasterly corner of the parcel herein described and being referenced as lying on the southerly line of Great Lot 37, the northerly line of Great Lot 46, and South 34 degrees 43 minutes 45 seconds West a distance of 365 94 feet from a 3" iron pipe in concrete, then
On a bearing of South 83 degrees 35 minutes 46 seconds West along the southerly line of the parcel herein described in Great Lot 37 and the northerly line of a parcel now or formerly owned by Charles Fournier (Book 532 Page 667) in Great Lot 46 a distance of 445.08 feet to a six-inch cast iron pipe and stones marking the southwest corner of Great Lot 37, the northwest corner of Great Lot 46, the northeast corner of Great Lot 45, and the southeast corner of Great Lot 36; then

Continuing westerly on a bearing of South 84 degrees 56 minutes 53 seconds West in the division line between the parcel herein described in Great Lot 36 to the north and lands of the previously mentioned Fournier on the south in Great Lot 45 a distance of 1,077 32 feet to the point or place of beginning.

CONTAINING 13.42 acres, be the same more or less. Bearings are referenced to Grid North NYS Plane Coordinate System, East Zone

PART OF LOT 37 as shown on the Clinton 143 Compiled Map on Sheets 2 of 9 and 5 of 9, and as also shown and delineated on the Republic Survey Map on Sheet 17 as Survey of part of Lot 37 being 828.25± acres;

EXCLUDING THEREFROM AND FROM THIS CONSERVATION EASEMENT three parcels of land shown on the Clinton 143 Compiled Map as follows

(a) 13.42 ACRE EXCLUSION FROM PART OF LOT 37 AND LOT 36. That part of Lot 37 included in the 13 42 acre exclusion from part of Lot 36 and Lot 37 described as follows.

All that particular piece or parcel of land situate in Great Lots 36 and 37, Township 3, Old Military Tract, Town of Black Brook, County of Clinton, State of New York and being more particularly bounded and described as follows.

Beginning at a point marked by a ½ inch iron pipe in stones on the northerly line of a parcel of land now or formerly owned by Charles Fournier (Book 532 Page 667) in Lot 45 of the aforementioned Township 3, which point of beginning is referenced as lying South 84 degrees 56 minutes 53 seconds West a distance of 1,077 32 feet from a 6-inch cast iron pipe in stones marking the common corner of Great Lots 36, 37, 45 and 46 in Township 3, then running the following five (5) courses and distances.
(1) Northerly on a bearing of North 07 degrees 3 minutes 49 seconds West an approximate distance of 400 feet, more or less, to a point in the centerline of the "Turnpike Road," so-called, a paved Town of Black Brook Highway; then

(2) In a general easterly and southeasterly direction in and along the centerline of the aforementioned Turnpike Road as it winds and turns an approximate distance of 1,750 feet, more or less, to a point therein; then

(3) Southwesterly on a bearing of South 34 degrees 43 minutes 45 seconds West an approximate distance of 275 feet, more or less, to a 3/4 inch iron pipe and stones marking the southeasterly corner of the parcel herein described and being referenced as lying on the southerly line of Great Lot 37, the northerly line of Great Lot 46, and South 34 degrees 43 minutes 45 seconds West a distance of 365.94 feet from a 3" iron pipe in concrete, then

(4) On a bearing of South 83 degrees 35 minutes 46 seconds West along the southerly line of the parcel herein described in Great Lot 37 and the northerly line of a parcel now or formerly owned by Charles Fournier (Book 532 Page 667) in Great Lot 46 a distance of 445.08 feet to a six-inch cast iron pipe and stones marking the southwest corner of Great Lot 37, the northwest corner of Great Lot 46, the northeast corner of Great Lot 45, and the southeast corner of Great Lot 36; then

(5) Continuing westerly on a bearing of South 84 degrees 56 minutes 53 seconds West in the division line between the parcel herein described in Great Lot 36 to the north and lands of the previously mentioned Fournier on the south in Great Lot 45 a distance of 1,077.32 feet to the point or place of beginning.

CONTAINING 13 42 acres, be the same more or less. Bearings are referenced to Grid North NYS Plane Coordinate System, East Zone.

(b) 2.6 ACRE EXCEPTION FROM PART OF LOT 37 All that certain piece or parcel of land situate in Great Lot 37, Township 3, Old Military Tract, Town of Black Brook, Clinton County, State of New York and being more particularly bounded and described as follows

BEGINNING at a 1-1/4 inch iron pipe in the southeasterly corner of the parcel herein described in Great Lot 37, which point of beginning is referenced as
lying south 11 degrees 42 minutes 58 seconds East a
distance of 317.10 feet from a 1-1/4 inch iron pipe set
southerly of a paved public highway known as the
"Turnpike Road," so-called, a Town of Black Brook road,
and then running the following five (5) courses and/or
distances.

(1) Westerly on a bearing of South 83 degrees 35
minutes 46 seconds West in and along the division
line between the parcel herein described in Great
Lot 37 to the north and Great Lot 46 to the south,
a distance of 678.22 feet to a point on said Great
Lot(s) 37 and 46 line on the pavement of the
aforementioned Turnpike Road, then

(2) On a bearing of North 16 degrees 39 minutes 17
seconds East an approximate distance of 10 feet,
more or less, to the centerline of Turnpike Road; then

(3) In a general northeasterly direction in the
centerline of the Turnpike road as it winds and
turns an approximate distance of 730 feet, more or
less, to a point therein, then

(4) Southerly on a bearing of South 11 degrees 42
minutes 58 seconds East a distance of 16.70 feet
to a 1-1/4 inch iron pipe marker; then

(5) Continuing south 11 degrees 42 minutes 58 seconds
East a distance of 317.10 feet to the point or
place of beginning

CONTAINING 2.6 acres of land, more or less.

BEARINGS are referenced to Grid North, NYS Plane
Coordinate System, East Zone.

(c) 1.4 ACRES EXCLUSION FROM PART OF LOT 37. All that
certain piece or parcel of land situate in Great Lot
37, Township 3, Old Military Tract, Town of Black
Brook, Clinton County, State of New York and being more
particularly bounded and described as follows:

BEGINNING at a point in the centerline of Goodrich
Mills Road, a Town highway, where the same is
intersected by the east line of Great Lot 37, and then
running the following three (3) courses and/or
distances:

(1) South 04 degrees 37 minutes 56 seconds East
approximately 300 feet, more or less, along the
east line of Great Lot 37, being the westerly line
of lands of reputedly owned by Nancy Ann Dashnaw
and Terri Mae Brooks as conveyed to them by deed
dated February 21, 2000 and recorded in the
Clinton County Clerk's Office as Instrument #2000-
00119811 to a point on the southerly high water
mark of Taylor Pond Outlet, which point lies North
05 degrees 37 minutes 25 seconds West 306 82 feet
from a 1½ inch iron pipe marking the common corner
of Great Lots 37, 38, 46 and 47 and which point
lies in the northerly bounds of lands reputedly
owned by William Forster as conveyed to him by
deed dated December 30, 1986 and recorded in the
Clinton County Clerk's Office in Book 686 of Deeds
at Page 124, then

(2) Southwesterly upstream along the southerly high
water mark of Taylor Pond Outlet as it winds and
turns and being along the northerly bounds of
lands of the aforementioned William Forster
approximately 380 feet, more or less, to a point
in the centerline of Goodrich Mills Road; then

(3) Northeasterly along the centerline of Goodrich
Mills Road as it winds and turns approximately 540
feet, more or less, to the point of beginning.

CONTAINING 14 acres of land, more or less.

BEARINGS are referenced to Grid North, NYS Plane
Coordinate System, East Zone

PART OF LOT 22 as shown on the Clinton 143 Compiled Map on
Sheet 3 of 9, and as also shown and delineated on the
Republic Survey Map on Sheet 6 as Survey of part of Lot 22
being 42.067± acres, known as the north half of subdivision
8 conveyed to Armonk Industries, Inc by Deed Book 513 page
1, north of lands now or formerly Ernest LaDuke

BEING the second parcel conveyed to International Paper
Company from ITT Rayonier, Incorporated by deed dated March
20, 1981 and recorded in the Clinton County Clerk's Office
on March 27, 1981 in Book 616 of Deeds at Page 334

PARCEL 3

TOWN OF BLACK BROOK, CLINTON COUNTY
TOWNSHIP 3, OLD MILITARY TRACT
PELKEY MOUNTAIN PARCEL

PHASE II-III  SCHEDULE A  PAGE 74
ALL THOSE TRACTS, PIECES OR PARCELS OF LAND located in the
Town of Black Brook, County of Clinton, State of New York, in
Township 3, Old Military Tract, being more fully shown and
delineated on the Clinton 143 Compiled Map and the Republic
Survey Map and more particularly described as follows:

PART OF LOT 46 AND PART OF LOT 37 as shown on the Clinton
143 Compiled Map as Sheet 5 of 9 and as also shown and delineated
on the Republic Survey Map on Sheet 20 as survey of part of Lot
46 and part of Lot 37 lying between Silver Lake Road and Turnpike
Road

PARCEL 4
TOWN OF BLACK BROOK, CLINTON COUNTY
TOWNSHIP 3, OLD MILITARY TRACT
SLUSH POND PARCEL

ALL THOSE TRACTS, PIECES OR PARCELS OF LAND located in the
Town of Black Brook, County of Clinton, State of New York, in
Township 3, Old Military Tract, being more fully shown and
delineated on the Clinton 143 Compiled Map and the Republic
Survey Map and more particularly described as follows:

1. PART OF LOT 14 as shown on the Clinton 143 Compiled Map on
Sheet 3 of 9, and as also shown and delineated on the
Republic Survey Map on Sheet 2 as Survey of part of Lot 14
being 316.348± acres

2. LOT 23 as shown on the Clinton 143 Compiled Map on Sheet 3
of 9, and as also shown and delineated on the Republic
Survey Map on Sheet 7 as Survey of Lot 23 being 763.8±
acres

3. PART OF LOT 31 as shown on the Clinton 143 Compiled Map on
Sheet 3 of 9, and as also shown and delineated on the
Republic Survey Map on Sheet 11 as Survey of part of Lot 31
being 148.8± acres

4. LOT 32 as shown on the Clinton 143 Compiled Map on Sheet 3
of 9, and as also shown and delineated on the Republic
Survey Map on Sheet 12 as Survey of Lot 32 being 677± acres.

5. PART OF LOT 38 AND PART OF LOT 39 as shown on the Clinton
143 Compiled Map on Sheet 3 of 9, and as also shown and
delineated on the Republic Survey Map on Sheet 18 (revised)
as Survey of part of Lot 39 being 733.7± acres; survey of
part of Lot 39 being 0.506± acres, being an old schoolhouse
parcel, and survey of part of Lot 38 being 0.4± acres;

EXCLUDING THEREFROM AND FROM THIS CONSERVATION EASEMENT two
parcels out of the above description as shown and delineated on the Republic Survey Map on Sheet 18 and on the Clinton 143 Compiled Map as follows:

(a) **0.5 ACRES SCHOOLHOUSE LOT.** All that particular piece or parcel of land situate in Great Lot 39, Township 3, Old Military Tract, Town of Black Brook, County of Clinton and State of New York and being more particularly bounded and described as follows:

**BEGINNING** at a 3/4 inch iron pipe on the westerly line of the parcel herein described in Great Lot 39 in the easterly line of a parcel now or formerly owned by Juanita Moles (Book 548 Page 292) in Great Lot 38, and then the following four (4) courses and distances:

1. **Northerly** in and along the division line between Great Lots 39 to the east and 39 to the west a distance of 148.5 feet to a 3/4 inch iron pipe; then

2. **Easterly** along the northerly line of the parcel herein described and a southerly line of lands now or formerly owned by Howard Lawrence (Book 402 Page 457) a distance of 148.5 feet to a 3/4 inch iron pipe, then

3. **Southerly** along the easterly line of the parcel herein described a distance of 148.5 feet to a 3/4-inch iron pipe; then

4. **Westerly** a distance of 148.5 feet to the point or place of beginning.

**CONTAINING** 0.5 acres of land, be the same more or less.

**BEING** the same schoolhouse parcel as described in a quit claim deed from the Board of Education of Central School District No 1 of the Towns of Jay, et al to J & J Rogers Company by deed dated November 20, 1963 and recorded on January 23, 1964 in Book 472 Page 325 in the Clinton County Clerk's Office.

(b) **0.5 ACRE PARCEL WEST OF GUIDE BOARD ROAD.** All that piece of parcel of land situate in Great Lot 39, Township 3, Old Military Tract, Town of Black Brook, County of Clinton, State of New York and being more particularly bounded and described as follows:

**BEGINNING** at a 3/4-inch iron pipe at grade in the westerly bounds of a paved public highway known as the
"Guide Board Road" or Clinton County Route 3, which pipe is referenced as lying North 5 degrees 13 minutes 52 seconds West a distance of 215.01 feet from a 3/4-inch iron pipe in the easterly bounds of Guide Board Road and the westerly bounds of Great Lot 39, and then running the following three (3) courses and/or distances:

(1) Northerly on a bearing of North 05 degrees 13 minutes 52 seconds West in and along the westerly line of the parcel herein described in Great Lot 39 and the easterly line of a parcel of land now or formerly owned by Juanita Moles (Book 582 Page 292) in Great Lot 38 an approximate distance of 220 feet, more or less, to a point therein; then

(2) In a general northeasterly direction in and along the southerly bank of Taylor Pond Outlet, so-called, as it winds and turns in and approximate distance of 190 feet, more or less, to the westerly bounds of the aforementioned Guide Board Road; then

(3) In a general southwesterly direction in and along the westerly bounds of the aforementioned Guide Board Road an approximate distance of 345 feet, more or less, to the point or place of beginning.

CONTAINING 0.5 acres of land, be the same more or less

BEARINGS are oriented to Grid North, NYS Plane Coordinate System, East Zone

ALSO EXCLUDING THEREFROM AND FROM THIS CONSERVATION EASEMENT any portion of Lot 38 contiguous to this 0.5 acre exclusion located in Lot 39 and shown on Sheet 18 of the Republic Survey Map.

6 LOT 40 as shown on the Clinton 143 Compiled Map on Sheet 3 of 9, and as also shown and delineated on the Republic Survey Map on Sheet 19 as Survey of Lot 40 being 727± acres.

7 PART OF LOT 48 as shown on the Clinton 143 Compiled Map on Sheet 4 of 9, and as also shown and delineated on the Republic Survey Map on Sheet 22 as Survey of part of Lot 48 being 977± acres, excepting that portion lying west of the centerline of Guide Board Road

8 PART OF LOT 49 as shown on the Clinton 143 Compiled Map on Sheets 4 of 9 and Sheet 6 of 9, and as also shown and delineated on the Republic Survey Map on Sheet 23 as Survey
of part of Lot 49 being 670 4± acres.

9. **PART OF LOT 57 (LYING EAST OF GUIDE BOARD ROAD)** as shown on the Clinton 143 Compiled Map on Sheet 4 of 9, and as also shown and delineated on the Republic Survey Map on Sheet 27 as Survey of part of Lot 57 being 892 5± acres; excepting that portion of Lot 57 lying west of the centerline of Guide Board Road

10. **PART OF LOT 58 (THAT PART LYING WEST OF FERN LAKE ROAD AND NARROWS ROAD)** as shown on the Clinton 143 Compiled Map on Sheet 4 of 9, and as also shown and delineated on the Republic Survey Map on Sheet 28 as Survey of part of Lot 58 being 757 7± acres; excepting that part of Lot 58 lying east of the centerline of Fern Lake Road and Narrows Road

11. **PART OF LOT 65 (LYING WEST OF FERN LAKE ROAD)** as shown on the Clinton 143 Compiled Map on Sheet 4 of 9, and as also shown and delineated on the Republic Survey Map on Sheet 33 as Survey of part of Lot 65 being 755 7± acres; excepting that portion of Lot 65 lying south and west of the centerline of Guide Board Road and east of the centerline of Fern Lake Road

12. **PART OF LOT 66 (LYING WEST OF FERN LAKE ROAD)** as shown on the Clinton 143 Compiled Map on Sheet 4 of 9, and as also shown and delineated on the Republic Survey Map on Sheet 34 as Survey of part of Lot 66 being 805 0± acres; excepting that portion of Lot 66 lying east of the centerline of Fern Lake Road.

**PARCEL 5**

**TOWN OF BLACK BROOK, CLINTON COUNTY**

**TOWNSHIP 3, OLD MILITARY TRACT**

**THE TRIANGLE PARCEL**

ALL THOSE TRACTS, PIECES OR PARCELS OF LAND located in the Town of Black Brook, County of Clinton, State of New York, in Township 3, Old Military Tract, being more fully shown and delineated on the Clinton 143 Compiled Map and the Republic Survey Map and more particularly described as follows:

1. **PART OF LOT 65** as shown on the Clinton 143 Compiled Map on Sheet 4 of 9, and as also shown and delineated on the Republic Survey Map on Sheet 33 as Survey of part of Lot 65 being 755 7± acres, excepting that portion of Lot 65 lying north of the centerline of Guide Board Road, west of the centerline of St Matthew's Road (aka "Church Road"), and south of the centerline of Silver Lake Road; and further excepting the cemetery shown on the Clinton 143 Compiled Map.
and the Republic Survey Map,

**EXCLUDING THEREFROM AND FROM THIS CONSERVATION EASEMENT** that part of Lot 65 being part of a 1,440 acre exclusion from this conservation easement as shown under the slanted parallel lines on the Clinton 143 Compiled Map and more particularly described as follows (hereinafter referred to with respect to other lots as the "1,440 Acres Exclusion Shown on the Clinton 143 Compiled Map"): 

**ALL THAT PARTICULAR PIECE OR PARCEL OF LAND** situate in Great Lots 57, 65, 66, 74 and 75, Township 3, Old Military Tract, Town of Black Brook, County of Clinton and State of New York, and being more particularly bounded and described as follows.

**BEGINNING** at a point marked by a 6-inch cast iron pipe at the southeast corner of Great Lot 66 and the northeast corner of Great Lot 75 and then running the following thirty-eight (38) courses and/or distances:

1. Southerly on a bearing of South 07 degrees 37 minutes 40 seconds East in and along the division line between the parcel herein described in Lot 75 and a parcel now or formerly owned by the Black Brook Water District #1 (Book 469 Page 21) in Lot 11, Livingston’s Patent Eighth Division a distance of 1,344 67 feet to a 1½ inch iron pipe at the north end of a fence line; then

2. On a bearing of North 85 degrees 31 minutes 36 seconds West in and along the northerly line of a parcel of land now or formerly owned by Hart (Book 644 Page 1149) and Fournier (Book 684 Page 99) a distance of 292.98 feet to a 2-inch iron pipe in concrete; then

3. Continuing westerly on a bearing of North 85 degrees 37 minutes 55 seconds West in and along the northerly line of a parcel of land now or formerly owned by Fournier (Book 959 Page 28) a distance of 208.79 feet to a 2-inch iron pipe in concrete, then

4. Southerly on a bearing of South 02 degrees 12 minutes 45 seconds West in and along the westerly line of said Fournier a distance of 111.00 feet to a point 12 11 feet northerly of a 2-inch iron pipe; then

5. Northwesterly on a bearing of North 42 degrees 38 minutes 34 seconds West in and along the northerly side of the "Silver Lake Road" (Clinton County Route No. 1) a distance of 98 94 feet to a point which lies 19.0 feet northeasterly of a 2-inch iron pipe, then
(6) On a bearing of North 23 degrees 06 minutes 20 seconds East in and along the easterly line of a parcel of land now or formerly owned by Hoffman (2004 Instrument #00173496) a distance of 189.98 feet to a 2-inch iron pipe; then

(7) Continuing in a northwesterly direction on a bearing of North 64 degrees 34 minutes 54 seconds West in and along the northerly line of said Hoffman a distance of 256.66 feet to a 2-inch iron pipe; then

(8) Southwesterly on a bearing of South 27 degrees 05 minutes 38 seconds West and still along the lands of Hoffman on the east an approximate distance of 150 feet, more or less to a point in the centerline of the aforementioned Silver Lake Road, then

(9) Southeasterly in the centerline of said highway as it winds and turns an approximate distance of 440 feet, more or less, to a point therein; then

(10) In a general southwesterly direction an approximate distance of 40 feet, more or less, to a hub at the end of a stone wall in the approximate westerly bounds of the aforementioned Silver Lake Road, then

(11) In a northwesterly direction on a bearing of North 78 degrees 28 minutes 13 seconds West in an along the northerly line of a parcel of land now or formerly owned by Freedo (Book 701 Page 144) a distance of 1,140 68 feet to a 1-inch stake; then

(12) Southerly on a bearing of South 06 degrees 56 minutes 57 seconds West and continuing along the lands of Freedo on the east a distance of 1,652.92 feet to a 4-inch iron pipe in stones, then

(13) Easterly on a bearing of North 82 degrees 19 minutes 36 seconds East still along the lands of Freedo on the north a distance of 1,606.04 feet to a 3-inch iron rod and stones on the easterly line of Great Lot 75, Township 3, Old Military Tract, and the westerly line of Great Lot 164, Maule’s Patent; then

(14) Southerly on a bearing of South 08 degrees 41 minutes 26 seconds East along the easterly line of the parcel herein described in Great Lot 75, Township 3, and the westerly line of a parcel of land now or formerly owned by Gero (Book 700 Page 174) in Great Lot 164, Maule’s Patent, a distance of 701.78 feet to a 2-inch iron pipe in concrete and stones on the county line between Clinton County on the north and Essex County on the
south; then

(15) Westerly on a bearing of South 84 degrees 07 minutes 20 seconds West in an along the southerly line of the parcel herein described in Great Lot 75, Township 3, Old Military Tract, Town of Black Brook, Clinton County and the northerly line of a parcel of land now or formerly owned by Cattalani and Moriarty (Book 1290 Page 217) in Great Lot 145, Jay Tract, Town of Jay, Essex County a distance of 2,640 00 feet to a 5/8-inch iron rod marking the northwesterly corner of Great Lot 145 and the northeasterly corner of Great Lot 146, Jay Tract, as per John Richard's Survey of 1815; then

(16) Continuing along the previously mentioned bearing, North 84 degrees 07 minutes 20 seconds West along the line between the parcel herein described in Great Lot 75, Township 3, Old Military Tract on the north and lands now or formerly owned by the People of the State of New York (Book 965 Page 10 - Essex County) in Great Lot 146, Jay Tract, on the south a distance of 4,312.21 feet to a 3-inch cast iron pipe in stones at the southwest corner of Great Lot 75 and the southeast corner of Great Lot 74, Township 3; then

(17) Northerly on a bearing of North 06 degrees 15 minutes 26 seconds West and still along the easterly line of lands owned by the People of the State of New York (Book 185 Page 5), in Great Lot 74 a distance of 724.56 feet to a 3-inch cast iron pipe on the southerly edge of a right-of-way (Book 204 Page 436), then

(18) Continuing northerly on a bearing of North 06 degrees 15 minutes 41 seconds West and still along lands owned by the People of the State of New York on the west in Great Lot 74 a distance of 102.16 feet to a 3-inch iron pipe on the northerly edge of said right-of-way mentioned above, then

(19) Continuing northerly on the previously mentioned bearing, North 06 degrees 15 minutes 41 seconds West and still along lands owned by the People of the State of New York in Great Lot 74 to the west a distance of 2,431.91 feet to a 6-inch cast iron pipe marking the common corner of Great Lot 65 to the northwest, 66 to the northeast, 75 to the southeast and 74 to the southwest, then

(20) In a westerly direction on a bearing of South 83 degrees 32 minutes 00 seconds West in and along the division line between the parcel herein described in Great Lot 65 to the north and a parcel of land owned by
the People of the State of New York in Great Lot 74 to the south a distance of 2,435 53 feet to a 3-inch iron pipe in concrete, said course also being the southerly line of a 100-foot right-of-way in favor of New York State Electric and Gas (Book 204 Page 438); then

(21) Continuing westerly on a bearing of Sough 83 degrees 41 minutes 37 seconds West and still along the southerly line of the parcel herein described in the aforementioned right-of-way 103.5 feet to a 1-1/4-inch iron pipe in a galvanized bucket and concrete; then

(22) Continuing westerly on a bearing of South 83 degrees 41 minutes 37 seconds West and still along the southerly line of the parcel herein described in the aforementioned right-of-way 103.56 feet to a 3-inch iron pipe in concrete and stones; then

(23) Continuing westerly on a bearing of South 83 degrees 29 minutes 04 seconds West and still along the southerly line of the parcel herein described and power company right-of-way and the northerly line of the lands of the People of the State of New York a distance of 1,434.02 feet to an iron pipe on the easterly side of said right-of-way, then

(24) Continuing on the division line between the parcel herein described in Great Lot 65 to the north and lands of the People of the State of New York in Great Lot 74 to the south, South 84 degrees 42 minutes 06 seconds West a distance of 25 86 feet to an iron pipe; then

(25) South 83 degrees 10 minutes 05 seconds West a distance of 82.89 feet to an iron pipe marking the westerly side of the aforementioned right-of-way, then

(26) South 83 degrees 24 minutes 32 seconds West a distance of 115 66 feet to a copper bolt in a drill hole in a stone, said bolt marking the most northwesterly corner of State lands in Great Lot 74, then

(27) Southerly on a bearing of South 05 degrees 25 minutes 13 seconds East in an along the division line between the parcel herein described to the west and the previously mentioned State parcel to the east a distance of 1,502 08 feet to a 1-1/4-inch iron pipe in concrete and stones; then

(28) South 83 degrees 33 minutes 17 seconds West a distance of 699.59 feet along the northerly line of a parcel of land now or formerly owned by New York State Electric and Gas Corp (Book 205 Page 38), then
(29) South 05 degrees 27 minutes 23 seconds East a distance of 584.39 feet along the westerly line of a parcel of land now or formerly owned by New York State Electric and Gas Corp. (Book 205 Page 38) to a 1-1/4-inch iron pipe in concrete and stones; then

(30) Westerly on a bearing of South 83 degrees 27 minutes 29 seconds West along the southerly line of the parcel herein described to the north and a northerly line of the previously mentioned parcel owned by the People of the State of New York (Book 185 Page 05) to the south a distance of 1,386.05 feet to a 3-inch iron pipe in a stone pile on the division line between Great Lot 74 to the east and 73 to the west; then

(31) Northerly on a bearing of North 05 degrees 28 minutes 28 seconds West along the division line between the parcel herein described to the east in Great Lot 74 and a parcel of land owned by the People of the State of New York (Book 70 Page 788, Book 76 Book 926, Book 87 Page 888) in Great Lot 73 to the west a distance of 2,087.54 feet to a 6-inch cast iron pipe marking the common corner of Great Lot 74 to the southeast, 73 to the southwest, 64 to the northwest and 65 to the northeast; then

(32) Northerly in and along the approximate line between the parcel herein described in Great Lot 65 to the east and a parcel of land now or formerly owned by Lyme Adirondack Timberlands I L L.C (Instrument #2006-00197891) in Great Lot 64 to the west an approximate distance of 3,840 feet, more or less, to a point in the centerline of the aforementioned Silver Lake Road; then

(33) Southeasterly and easterly in and along the centerline of the Silver Lake Road as it winds and turns an approximate distance of 4,700 feet, more or less, to a point therein at the centerline intersection with a Town of Black Brook Road known as "St Matthew's Road" (a.k.a. "Church Road"), then

(34) Northerly in and along the centerline of St Matthew's Road or Church Road, as it is also called, as it winds and turns an approximate distance of 4,670 feet, more or less, to a point therein at the centerline intersection with Clinton County Route 3 known as the "Guide Board Road", then

(35) Southeasterly in the centerline of the Guide Board Road as it winds and turns an approximate distance of 2,440 feet, more or less, to a point therein at the centerline intersection with a Town of Black Brook.
highway known as the "Fern Lake Road"; then

(36) Northeasterly in the centerline of the Fern Lake Road an approximate distance of 40 feet, more or less, to a point therein which lies 50 feet at right angles and northeasterly from the centerline of an electric transmission line easement originally conveyed to Paul Smith's Electric Light and Power and Railroad Company (Book 174 Page 464); then

(37) Southeasterly parallel and 50 feet northeasterly of the centerline of the previously mentioned easement (Book 174 Page 464) running through lands of Lyme Adirondack Timberlands I L L C an approximate distance of 8,000 feet, more or less, to a point in the easterly line of Great Lot 66 which lies 50 feet northeasterly at right angles from the centerline of the previously mentioned easement (Book 174 Page 464); then

(38) Southerly on a bearing of South 07 degrees 54 minutes 04 seconds East in and along the easterly line of the parcel herein described in Great Lot 66, Township 3, Old Military Tract, to the west and the westerly line of lands now or formerly owned by the Black Brook Water District (Book 469 Page 21) and Great Lot 11, Livingston's Patent, Eighth Division, to the east an approximate distance of 800 feet, more or less, to the point or place of beginning.

CONTAINING 1,440 acres of land, be the same more or less inclusive of any lands which may lie within the bounds of the highways mentioned above, excepting, however, from the 1,440 acre description the parcels of land on the ground depicted by the following 28 tax map number parcels

331-1-29  331-2-11  331-2-18  331-2-24.2
331-2-1   331-2-12  331-2-19  331-2-25
331-2-7   331-2-13  331-2-20  331-2-26
331-2-8.1 331-2-14  331-2-21  331-2-27
331-2-8.2 331-2-15  331-2-22  331-2-28
331-2-9   331-2-16  331-2-23  331-3-1
331-2-10  331-2-17  331-2-24 1  340-2-1

2. **PART OF LOT 66** as shown on the Clinton 143 Compiled Map on Sheet 4 of 9, and as also shown and delineated on the
Republic Survey Map on Sheet 34 as Survey of part of Lot 66 being 805.0± acres; excepting therefrom that portion of Lot 66 lying north of the centerline of Guide Board Road and south of the centerline of Silver Lake Road.

EXCLUDING THEREFROM AND FROM THIS CONSERVATION EASEMENT that part of Lot 66 being part of the 1,440 Acres Exclusion Shown on the Clinton 143 Compiled Map.

3 PART OF LOT 57 as shown on the Clinton 143 Compiled Map on Sheet 4 of 9, and as also shown and delineated on the Republic Survey Map on Sheet 27 as Survey of part of Lot 57 being 892 5± acres; excepting that part of Lot 57 lying north and east of the centerline of Guide Board Road and west of the centerline of St. Matthew's Road (a.k.a. "Church Road");

EXCLUDING THEREFROM AND FROM THIS CONSERVATION EASEMENT that part of Lot 57 being part of the 1,440 Acres Exclusion Shown on the Clinton 143 Compiled Map

PARCEL 6
TOWN OF BLACK BROOK, CLINTON COUNTY
TOWNSHIP 3, OLD MILITARY TRACT
BLACK BROOK HILL PARCEL

ALL THOSE TRACTS, PIECES OR PARCELS OF LAND located in the Town of Black Brook, County of Clinton, State of New York, in Township 3, Old Military Tract, being more fully shown and delineated on the Clinton 143 Compiled Map and the Republic Survey Map and more particularly described as follows

1 PART OF LOT 47 as shown on the Clinton 143 Compiled Map on Sheet 5 of 9, and as also shown and delineated on the Republic Survey Map on Sheet 21 as Survey of part of Lot 47 being 117.409± acres

2. PART OF LOT 48 as shown on the Clinton 143 Compiled Map on Sheet 5 of 9, and as also shown and delineated on the Republic Survey Map on Sheet 22 as Survey of part of Lot 48 being 977 2± acres; excepting that portion of Lot 48 lying east of the centerline of Guide Board Road.

3 PART OF LOT 56 as shown on the Clinton 143 Compiled Map on Sheet 4 of 9, and as also shown and delineated on the Republic Survey Map on Sheet 26 as Survey of part of Lot 56 being 830.1± acres.

4 PART OF LOT 64 as shown on the Clinton 143 Compiled Map on Sheet 5 of 9, and as also shown and delineated on the Republic Survey Map on Sheet 32 as Survey of part of Lot 64
being 690.95± acres; excepting from Lot 64 that portion lying south of the centerline of Silver Lake Road.

5. PART OF LOT 65 as shown on the Clinton 143 Compiled Map on Sheet 5 of 9, and as also shown and delineated on the Republic Survey Map on Sheet 33 as Survey of part of Lot 65 being 755 7± acres, excepting that portion lying south of the centerline of Silver Lake Road; and further excepting that part of Lot 65 included in a 232.6 acre conveyance from International Paper Realty Corporation to Christopher M. McGill dated June 20, 1988 and recorded in the Clinton County Clerk's Office in Book 735 of Deeds at Page 185 (Tax Map Parcel 331-1-5) bounded and described as follows (hereinafter referred to with respect to Lot 57 following as the "232.6 acre McGill Exception").

**McGill Exception from Lots 65 and 57**

ALL THOSE CERTAIN PLOTS, PIECES OR PARCELS OF LAND with the buildings and improvements thereon erected, situated, lying and being in the Town of Black Brook, County of Clinton and State of New York, being located in Lot Nos. 57 and 65, Township 3, Old Military Tract, and being part of property shown on Sheets 27 and 33 of the Republic Survey Map and being more particularly bounded and described as follows:

BEGINNING at a 3-inch iron pipe found marking the northwest corner of lands conveyed to Chester W Rondeau and Esther V. Rondeau by deed recorded in Book 269 at Page 453 ("Rondeau"), which iron pipe is located at North 1626751.84 and East 653286.97 in the east zone of the New York State Plane Coordinate System as taken from the control established for said survey, and then running the following seventeen (17) courses and distances

(1) North 6 degrees 25 minutes 00 seconds West as referenced to said coordinate system a distance of approximately 5,834 feet to the southwesterly bounds of Guide Board Road, then

(2) Southeasterly along the bounds of Guide Board Road approximately 1,975 feet to a 3/4-inch iron pipe in stones marking the northeast corner of lands conveyed to Aden and Anna Cullen by a deed found recorded in Book 265 at Page 275 (hereinafter "Cullen"); then

(3) South 83 degrees 41 minutes 46 seconds West a distance of 286.17 feet along lands of Cullen to a 2-inch iron pipe, then
(4) South 14 degrees 22 minutes 15 seconds East a distance of 424.52 feet along the lands of Cullen to a 2-inch iron pipe, then

(5) North 74 degrees 45 minutes 58 seconds East a distance of 437.40 feet along lands of Cullen to a 3/4-inch iron pipe in the southwesterly bounds of Guide Board Road; then

(6) Southeasterly approximately 1,635 feet along Guide Board Road to the westerly bounds of St. Matthew's Road (a.k.a. "Church Road"); then

(7) Southerly approximately 3,240 feet along the westerly bounds of Church Road to the northerly bounds of lands conveyed to Christopher McGill by deed recorded in Book 662 at Page 167; then

(8) Westerly approximately 160 feet along the eighth course in said McGill deed to the easterly boundary of lands conveyed to Christopher McGill by deed recorded in Book 642 at Page 27 ("McGill"); then

(9) North 20 degrees 16 minutes 09 seconds East approximately 31 feet along lands of McGill to a 3/4-inch iron pipe; then

(10) North 07 degrees 03 minutes 51 seconds West a distance of 463.95 feet along the lands of McGill to a 3/4-inch iron pipe; then

(11) South 81 degrees 51 minutes 09 seconds West a distance of 416.46 feet along lands of McGill to a 3/4-inch iron pipe; then

(12) South 18 degrees 18 minutes 51 seconds East a distance of 387.46 feet along the lands of McGill to a 3/4-inch iron pipe; then

(13) South 74 degrees 45 minutes 30 seconds East a distance of 918.36 feet along the last course of the first parcel described in a deed to Christopher McGill recorded in Book 644 at Page 1081 to a cross-cut in ledge rock, then

(14) North 68 degrees 47 minutes 21 seconds West a distance of 157.04 feet along lands of Rondeau to a 3-inch iron pipe; then

(15) North 22 degrees 59 minutes 40 seconds East a distance of 132.45 feet along lands of Rondeau to a 3-inch iron pipe; then

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(16) North 55 degrees 33 minutes 20 seconds West a distance of 377 00 feet along lands of Rondeau to an angle point, then

(17) South 76 degrees 39 minutes 56 seconds West a distance of 150 feet along lands of Rondeau to the place of beginning.

CONTAINING 232.6 acres, more or less.

6 PART OF LOT 57 as shown on the Clinton 143 Compiled Map on Sheet 5 of 9, and as also shown and delineated on the Republic Survey Map on Sheet 27 as Survey of part of Lot 57 being 892 5± acres; excepting from Lot 57 those premises conveyed to Christopher M. McGill by International Paper Realty Corporation by deed June 20, 1988 and recorded in the Clinton County Clerk's Office in Book 735 of Deeds at Page 185 (Tax Map Parcel No. 331-1-5) and described above in No. 5 as the 232 6 Acre McGill Exception.

PARCEL 7
TOWN OF BLACK BROOK, CLINTON COUNTY
TOWNSHIP 3, OLD MILITARY TRACT
BONNEVIEW PARCEL

ALL THOSE TRACTS, PIECES OR PARCELS OF LAND located in the Town of Black Brook, County of Clinton, State of New York, in Township 3, Old Military Tract, being more fully shown and delineated on the Clinton 143 Compiled Map and the Republic Survey Map and more particularly described as follows:

1 PART OF LOT 64 as shown on the Clinton 143 Compiled Map on Sheet 5 of 9, and as also shown and delineated on the Republic Survey Map on Sheet 32 as Survey of part of Lot 64 being 690 95± acres, except that portion of Lot 64 lying north of the centerline of Silver Lake Road

2 PART OF LOT 65 as shown on the Clinton 143 Compiled Map on Sheet 5 of 9, and as also shown and delineated on the Republic Survey Map on Sheet 33 as Survey of part of Lot 65 being 755 7± acres, excepting that portion of Lot 65 lying north of the centerline of Silver Lake Road, and also excepting that portion lying east of the centerline of Haselton Road (aka Black Brook Road) and

EXCLUDING THEREFROM AND FROM THIS CONSERVATION EASEMENT that part of Lot 65 being part of the 1,440 Acres Exclusion Shown on the Clinton 143 Compiled Map.

3 PART OF LOT 74 as shown on the Clinton 143 Compiled Map on

PHASE II-III  SCHEDULE A  PAGE 88
Sheet 5 of 9, and as also shown and delineated on the Republic Survey Map on Sheet 38 as Survey of part of Lot 74 being 90.537± acres.

EXCLUDING THEREFROM AND FROM THIS CONSERVATION EASEMENT that part of Lot 74 being part of the 1,440 Acres Exclusion Shown on the Clinton 143 Compiled Map.

PARCEL 8
TOWN OF BLACK BROOK, CLINTON COUNTY
TOWNSHIP 3, OLD MILITARY TRACT
VANDEWALKER PARCEL

ALL THOSE TRACTS, PIECES OR PARCELS OF LAND located in the Town of Black Brook, County of Clinton, State of New York, in Township 3, Old Military Tract, being more fully shown and delineated on the Clinton 143 Compiled Map and the Republic Survey Map and more particularly described as follows:

1 PART OF LOT 65 as shown on the Clinton 143 Compiled Map on Sheet 4 of 9, and as also shown and delineated on the Republic Survey Map on Sheet 33 as Survey of part of Lot 65 being 755.7± acres; excepting that portion lying west of the centerline of Haselton Road (a.k.a. Black Brook Road) and also excepting that portion lying north of the centerline of Silver Lake Road,

EXCLUDING THEREFROM AND FROM THIS CONSERVATION EASEMENT that part of Lot 65 being part of the 1,440 Acres Exclusion Shown on the Clinton 143 Compiled Map

2. PART OF LOT 75 as shown on the Clinton 143 Compiled Map on Sheet 4 of 9, and as also shown and delineated on the Republic Survey Map on Sheet 39 as Survey of part of Lot 75 being 430.8± acres, except that portion of Lot 75 lying north and east of the centerline of Silver Lake Road (a.k.a. Guide Board Road as shown on the Clinton 143 Compiled Map), and

EXCLUDING THEREFROM AND FROM THIS CONSERVATION EASEMENT that part of Lot 75 being part of the 1,440 Acres Exclusion Shown on the Clinton 143 Compiled Map.
PARCEL 9
TOWN OF BLACK BROOK, CLINTON COUNTY
TOWNSHIP 3, OLD MILITARY TRACT
STEVENS ROAD PARCEL

ALL THOSE TRACTS, PIECES OR PARCELS OF LAND located in the Town of Black Brook, County of Clinton, State of New York, in Township 3, Old Military Tract, being more fully shown and delineated on the Clinton 143 Compiled Map and the Republic Survey Map and more particularly described as follows.

1. **PART OF LOT 58** as shown on the Clinton 143 Compiled Map on Sheet 4 of 9, and as also shown and delineated on the Republic Survey Map on Sheet 28 as Survey of part of Lot 58 being 757.7± acres; excepting that portion of Lot 58 lying west and north of the centerline of Fern Lake Road.

2. **PART OF LOT 66** as shown on the Clinton 143 Compiled Map on Sheet 4 of 9, and as also shown and delineated on the Republic Survey Map on Sheet 34 as Survey of part of Lot 66 being 805.0± acres, except that portion of Lot 66 lying south and west of the centerline of Guide Board Road and south and west of Silver Lake Road;

   **EXCLUDING THEREFROM AND FROM THIS CONSERVATION EASEMENT** that part of Lot 66 being part of the 1,440 Acres Exclusion Shown on the Clinton 143 Compiled Map

3. **PART OF LOT 75** as shown on the Clinton 143 Compiled Map on Sheet 4 of 9, and as also shown and delineated on the Republic Survey Map on Sheet 39 as Survey of part of Lot 75 being 430 8± acres, excepting that portion lying south and west of the centerline of Silver Lake Road, and

   **EXCLUDING THEREFROM AND FROM THIS CONSERVATION EASEMENT** that part of Lot 75 being part of the 1,440 Acres Exclusion Shown on the Clinton 143 Compiled Map

4. **PART OF LOT 65** as shown on the Clinton 143 Compiled Map on Sheet 4 of 9, and as also shown and delineated on the Republic Survey Map on Sheet 33 as Survey of part of Lot 65 being 755 7± acres; excepting and reserving therefrom that portion lying south of the centerline of Guide Board Road and west of the centerline of Fern Lake Road.

   **EXCLUDING THEREFROM AND FROM THIS CONSERVATION EASEMENT** that part of Lot 65 being part of the 1,440 Acres Exclusion Shown on the Clinton 143 Compiled Map
SOURCE OF TITLE

1. BEING a portion of those premises conveyed to Lyme Adirondack Timberlands I, LLC from SP Forests L.L.C. by deed dated August 16, 2006, effective August 25, 2006, and recorded in the Clinton County Clerk's Office on August 31, 2006 as Instrument Number 2006-00197891


3. AND BEING a portion of those premises intended to be conveyed to Lyme Adirondack Timberlands I, LLC in March 2007, and be recorded in the Clinton County Clerk's Office prior to this Conservation Easement, from SP Forests L.L.C., International Paper Company, and IP Timberlands Operating Company, Ltd. by quit claim deed to include parcels that may have been inadvertently omitted from the conveyances referenced in numbers 1 and 2 under this Source of Title heading
Essex Conservation Easement Project Description

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SECTION A
ESSEX 449
Tract 4 (part)
Parcel #1
TOWN OF ELIZABETHTOWN

IRON ORE TRACT- NICHOLS POND PARCEL

1) (TAX PARCEL # 65.1-1-32)
(FORMER PARCEL # 158)

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, situate, lying and
being in the Town of Elizabethtown, County of Essex and State of
New York, being part of Lot No. 208 of the Iron Ore Tract, which
lie south of the southerly boundary of the Adirondack Northway,
U S Route #87, as found in August, 1970

Being a part of the same premises conveyed by deed recorded in

PHASE II-III
SCHEDULE A
PAGE 92

2) (TAX PARCEL # 65.2-4-14) (FORMER PARCEL #335)

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate, lying and being in the Town of Elizabethtown, County of Essex and State of New York, BEING PART of Lots No. 2 and 3 of The Jonas Morgan's Patent lying southerly of the Adirondack Northway, U.S. Route #87, as found in August, 1970 identified as Tax Parcel # 65.2-4-14 on the Essex County Real Property Tax Maps.

Being a part of the same premises conveyed by deed recorded in Book 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Margaret W. Thompson, Bertha W. Smith, and Dorothea W. Knowles to International Paper Company by deed dated October 23, 1957 and recorded in the Essex County Clerk's Office in Book 354, Page 322.

Being a part of the same premises conveyed by Bardon Lumber, Inc. to International Paper Company by deed dated March 5, 1958 and recorded in the Essex County Clerk's Office March 14, 1958 in Book 357, Page 231.

3) (TAX PARCEL # 65 3-1-5) (FORMER PARCEL #185)

ALL THAT CERTAIN LOT, PIECE OR PARCEL of land situate, lying and being in the Town of Elizabethtown aforesaid and described as Lot No 178 of the Iron Ore Tract containing 206 acres of land.

Excepting therefrom that portion of land appropriated by the People of the State of New York by Appropriations recorded on November 15, 1965 in Book 438 of Deeds Page 90 and Book 438 of Deeds Page 91

Being a part of the same premises conveyed by Deed recorded in Book 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Bardon Lumber, Inc. to International Paper Company by deed dated March 5, 1958 and recorded in the Essex County Clerk's Office March 14, 1958 in Book 357, Page 231.
4) (TAX PARCEL # 65 3-1-7)
(FORMER PARCEL #333)

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Elizabethtown, County of Essex and State of New York, and more particularly described as follows. All of Lot 173 in the Iron Ore Tract

Being a part of the same premises conveyed by deed recorded in Book 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Gordon H. Bigelow and Gladys L Bigelow to International Paper Company by deed dated October 18, 1958 and recorded in the Essex County Clerk's Office October 21, 1958 in Book 363, Page 481.

5) (TAX PARCEL # 65.3-1-9.8)
(FORMER PARCEL #332)

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate in the Town of Elizabethtown, County of Essex and State of New York and known as Lot Number 172 of numbered lots or sub-division of the Iron Ore Tract.

Together with a right of way contained in deed from Gordon H. Bigelow and Gladys to International Paper Company dated October 18, 1958 and recorded October 21, 1958 in Liber 363 of Deeds, page 481

Being a part of the same premises conveyed by deed recorded in Book 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Margaret W. Thompson, Bertha W. Smith, and Dorothea W Knowles to International Paper Company by deed dated October 23, 1957 and recorded in the Essex County Clerk's Office in Book 354, Page 322.

6) (TAX PARCEL # 65 3-1-10)
(FORMER PARCEL #184)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Elizabethtown, County of Essex and State of New York, and known as Lot No 207 in the Iron Ore Tract containing 105.2 acres of land.

Being a part of the same premises conveyed by Deed recorded in Book 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Bardon Lumber, Inc. to International Paper Company by deed dated March 5, 1958 and recorded in the Essex County Clerk's Office March 14, 1958 in PHASE II-III SCHEDULE A
ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Elizabethtown, County of Essex and State of New York, more particularly described as follows.

All of Lot No. 169 in Iron Ore Tract, excepting a parcel of approximately 29.9 acres conveyed by Joseph Nichols and wife to Alanson C. Lewis, by deed dated December 30, 1843, recorded in Essex County Clerk's Office January 6, 1844, in Book W of Deeds at page 443, excepting and reserving, however, all that part of said lot located below the high water mark and under the waters of Lincoln Pond.

EXCEPTING THEREFROM all that part of Lot No. 169, Iron Ore Tract, bounded on the south by the high water mark of Lincoln Pond, and on the north by a line at all points 200 feet north of said high water mark of Lincoln Pond.

FURTHER EXCEPTING THEREFROM ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate, lying and being in the Town of Elizabethtown, County of Essex, State of New York, being part of Lot 169 of the Iron Ore Tract, being more particularly bounded and described as follows.

BEGINNING at a point where the division line between Lots 145 and 147 intersects the south line of Lot 169 at the High Water mark of Lincoln Pond, running thence along the division line between Lots 145 and 169 and along lands of the State of New York N. 81° 22' 20" W a distance of 799.34 feet to a point marking the southwesterly corner of said Lot 169, thence along the division line of Lot 145 and 146 on the west and Lot 169 on the east, along lands of the State of New York and lands of Matthew Spellman N. 7° 47' 40" E., a distance of 1660.75 feet to a point in the center of a town road leading from New Russia to Westport; thence along the center of said town road the following fourteen (14) courses and distances:

1. S 88° 09' 00" W - 311.23 feet
2. N 87° 53' 00" W - 264.30 feet
3. N 60° 55' 00" W - 284.27 feet
4. N. 63° 19' 30" W - 541.62 feet
5. N 36° 24' 40" W. - 152.50 feet
6. N 11° 46' 00" W. - 368.29 feet
7. N 49° 06' 00" W. - 340.88 feet
8. N 79° 41' 40" W - 333.26 feet
9. S 80° 05' 50" W. - 185.10 feet
10. S 76° 13' 50" W. - 249.27 feet
11. S 63° 52' 40" W. - 395.45 feet
12. S 59° 26' 00" W - 315.04 feet
13. S 63° 35' 00" W - 279.22 feet
14. N 76° 16' 40" W - 63.77 feet to a point

Where the same is intersected by the division line between Lots 148 and 169, thence along said division line and along lands of the State of New York S 8° 27' 10" W, a distance of 14.15 feet to a point therein marked by an iron pin; thence continuing along said division line and along lands of the State 8° 27' 10" W, a distance of 948.34 feet to a point therein, thence in a general southwesterly direction along a line parallel with and 200 feet distant at right angles from the High Water mark of Lincoln Pond along lands of the State of New York acquired by appropriation on August 20, 1964 a distance of 1,050 feet to a point; thence southerly along lands of the State of New York acquired by the aforesaid appropriation a distance of 160 feet to a point in the division line between Lots 135 and 169, thence along said division line and along lands of the State of New York N. 79° 45' 40" W, a distance of 510 feet to a point therein; thence continuing along said division line and along lands of the State of New York acquired by appropriation on August 20, 1964, N. 81° 22' 20" W a distance of 606.66 feet to a point marked by an iron pin on the High Water mark of Lincoln Pond; thence along said High Water mark of Lincoln Pond as the same winds and turns in a general northerly and southerly direction along lands of the State of New York acquired by the aforesaid appropriation, a distance of 1,900 feet to the point and place of beginning.

Containing 89.30 acres of land

All as shown on a map entitled "Map of Lands to be acquired by appropriation under Section I-0503 of the Conservation Law, Project Essex 68.2, Lincoln Pond Complex, International Paper Company, reputed owner, situate in Lots 147 and 169, Iron Ore Tract, Town of Elizabethtown, Essex County, New York" dated July 20, 1966, revised September 16, 1968, by Creighton C Fee, Forest Surveyor, License No. 34394 and revised December 23, 1968 by Robert Schafer, Assistant Forest Surveyor, License No. 44618 and filed in the office of the Conservation Department at Albany, New York, as Map No. 2989A.


Being a part of the same premises conveyed by deed recorded in Book 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Gordon H. Bigelow and Gladys L. Bigelow to International Paper Company by deed dated October 18, 1958 and recorded in the Essex County Clerk’s Office October 21, 1958 in Book 363, Page 485.
8) (TAX PARCEL # 75 2-1-1)  
(FORMER PARCEL #48)

ALL THAT TRACT OR PARCEL OF LAND situated in the Town of Elizabethtown, Essex County, New York and described as Lot #150 Iron Ore Tract, said lot being bounded on the North by Lot #174 Iron Ore Tract, on the west by Lot #149 Iron Ore Tract, on the South by Lot #167 Iron Ore Tract; on the East by Lot #168 Iron Ore Tract, the above described premises being approximately 150 acres.

Being a part of the same premises conveyed by deed recorded in Book 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Michael Bardon to International Paper Company by deed dated October 23, 1957 and recorded in the Essex County Clerk’s Office November 21, 1957 in Book 354, Page 497.

9) (TAX PARCEL # 75 2-1-3)  
(FORMER PARCEL #49)

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, situated in the Town of Elizabethtown, County of Essex and State of New York, known as Lot 117, Iron Ore Tract.

Being a part of the same premises conveyed by deed recorded in Book 1220 of Deeds, page 160

Being a part of the same premises conveyed by Rupert A. Vaughan and Richard E. Huntley, individually and as tenants in partnership doing business under the name and style of Vaughan and Huntley, a co-partnership, to International Paper Company by deed dated December 14, 1960 and recorded in the Essex County Clerk’s Office December 16, 1960 in Book 385, Page 492.

10) (TAX PARCEL # 75.1-2-29)  
(FORMER PARCEL #340)

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate in the Town of Elizabethtown, County of Essex and State of New York and known as Lot number 134 of numbered lots or subdivision of the Iron Ore Tract

Being a part of the same premises conveyed by deed recorded in Book 1220 of Deeds, page 160

Being a part of the same premises conveyed by Margaret W. Thompson, Bertha W. Smith, and Dorothea W. Knowles to International Paper Company by deed dated October 23, 1957 and

PHASE II-III SCHEDULE A PAGE 97
recorded in the Essex County Clerk’s Office in Book 354, Page 322.

11) (TAX PARCEL # 75.1-2-4 5)
(FORMER PARCEL #338)

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate in the Town of Elizabethtown, County of Essex and State of New York and known as Lot Number 149 of numbered lots or sub-division of the Iron Ore Tract

Together with right of way contained in deed from Gordon H. Bigelow and Gladys L. Bigelow to International Paper Company by deed dated October 18, 1958 and recorded in the Essex County Clerk’s Office October 21, 1958 in Book 363, Page 481

Being a part of the same premises conveyed by deed recorded in Book 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Gordon H. Bigelow and Gladys L. Bigelow to International Paper Company by deed dated October 18, 1958 and recorded in the Essex County Clerk’s Office October 21, 1958 in Book 363, Page 481.

12) (TAX PARCEL # 75 1-2-6)
(FORMER PARCEL #222)

ALL THAT TRACT OR PARCEL OF LAND KNOWN AS Lot No. 133 of the Iron Ore Tract in the Town of Elizabethtown, County of Essex and State of New York, containing 160 acres of land, more or less.

Being a part of the same premises conveyed by Deed recorded in Book 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Witherbee Sherman Corporation to International Paper Company by deed dated November 24, 1965 and recorded in the Essex County Clerk’s Office January 25, 1966 in Book 440, Page 263

13) (TAX PARCEL # 75 1-2-7)
(FORMER PARCEL #223)

Lot No 156 of the Iron Ore Tract in the Town of Elizabethtown, County of Essex and State of New York, containing 160 acres of land, more or less.

Being a part of the same premises conveyed by Deed recorded in Book 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Witherbee Sherman

14) (TAX PARCEL # 75.1-2-8)  
(FORMER PARCEL #224)

Lot No 115 of the Iron Ore Tract in the Town of Elizabethtown, County of Essex and State of New York, containing 160 acres of land, more or less

Being a part of the same premises conveyed by Deed recorded in Book 1220 of Deeds, page 160

Being a part of the same premises conveyed by Witherbee Sherman Corporation to International Paper Company by deed dated November 24, 1965 and recorded in the Essex County Clerk’s Office January 25, 1966 in Book 440, Page 263.

15) (TAX PARCEL # 75.2-1-2)  
(FORMER PARCEL #236)

All that TRACT OR PARCEL OF LAND BEING part of Lot No. 167 of the Iron Ore Tract, which is located in the Town of Elizabethtown, County of Essex and State of New York, containing 141.25 acres of land, more or less

Being a part of the same premises conveyed by Deed recorded in Book 1220 of Deeds, page 160

Being a part of the same premises conveyed by Witherbee Sherman Corporation to International Paper Company by deed dated November 24, 1965 and recorded in the Essex County Clerk’s Office January 25, 1966 in Book 440, Page 263

16) (TAX PARCEL # 75 3-2-21)  
(FORMER PARCEL #225)

ALL THAT TRACT OR PARCEL OF LAND KNOWN AS Lot No. 104 of the Iron Ore Tract in the Town of Elizabethtown, County of Essex and State of New York, containing 120 acres of land, more or less

Being a part of the same premises conveyed by Deed recorded in Book 1220 of Deeds, page 160

Being a part of the same premises conveyed by Witherbee Sherman Corporation to International Paper Company by deed dated November 24, 1965 and recorded in the Essex County Clerk’s Office January 25, 1966 in Book 440, Page 263
17) (TAX PARCEL # 75_3-2-22)
(FORMER PARCEL #226)

ALL THE TRACT OR PARCEL OF LAND KNOWN AS Lot No. 103 of the Iron Ore Tract in the Town of Elizabethtown, County of Essex and State of New York, containing 160 acres of land, more or less.

Being a part of the same premises conveyed by Deed recorded in Book 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Witherbee Sherman Corporation to International Paper Company by deed dated November 24, 1965 and recorded in the Essex County Clerk's Office January 25, 1966 in Book 440, Page 263.

18) (TAX PARCEL # 75 3-2-23)
(FORMER PARCEL #227)

ALL THAT TRACT OR PARCEL OF LAND KNOWN AS Lot No. 102 of the Iron Ore Tract in the Town of Elizabethtown, County of Essex and State of New York, containing 160 acres of land, more or less.

Being a part of the same premises conveyed by Deed recorded in Book 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Witherbee Sherman Corporation to International Paper Company by deed dated November 24, 1965 and recorded in the Essex County Clerk's Office January 25, 1966 in Book 440, Page 263.

19) (TAX PARCEL # 75.3-2-24)
(FORMER PARCEL #228)

ALL THAT TRACT OR PARCEL OF LAND KNOWN AS Lot No. 85 of the Iron Ore Tract in the Town of Elizabethtown, County of Essex and State of New York, containing 320 acres of land, more or less.

Being a part of the same premises conveyed by Deed recorded in Book 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Witherbee Sherman Corporation to International Paper Company by deed dated November 24, 1965 and recorded in the Essex County Clerk's Office January 25, 1966 in Book 440, Page 263.

20) (TAX PARCEL # 75 3-2-25)
(FORMER PARCEL #229)
ALL THAT TRACT OR PARCEL OF LAND KNOWN AS Lot No. 84 of the Iron Ore Tract in the Town of Elizabethtown, County of Essex and State of New York, containing 330 4 acres of land, more or less

Being a part of the same premises conveyed by Deed recorded in Book 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Witherbee Sherman Corporation to International Paper Company by deed dated November 24, 1965 and recorded in the Essex County Clerk's Office January 25, 1966 in Book 440, Page 263

21) (TAX PARCEL # 75 3-2-27)
(FORMER PARCEL #230)

ALL THAT TRACT OR PARCEL OF LAND KNOWN AS Lot No 105 of the Iron Ore Tract in the Town of Elizabethtown, County of Essex and State of New York, containing 236 acres of land, more or less

Excepting therefrom a parcel of land containing 171 009 acres more or less, described in a Deed from Witherbee, Sherman & Company to Edward P. Payne dated October 16, 1906 and recorded in the Essex County Clerk's Office October 25, 1906 in Book 134 of Deeds at page 566

Being a part of the same premises conveyed by Deed recorded in Book 1220 of Deeds, page 160

Being a part of the same premises conveyed by Witherbee Sherman Corporation to International Paper Company by deed dated November 24, 1965 and recorded in the Essex County Clerk's Office January 25, 1966 in Book 440, Page 263

22) (TAX PARCEL # 75.4-1-1)
(FORMER PARCEL #51)

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate in the Town of Elizabethtown, County of Essex and State of New York, known as Lot No 101, Iron Ore Tract

Being a part of the same premises conveyed by deed recorded in Book 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Rupert A Vaughan and Richard E Huntley, individually and as tenants in partnership doing business under the name and style of Vaughan and Huntley, a co-partnership, to International Paper Company by deed dated December 14, 1960 and recorded in the Essex County Clerk's Office December 16, 1960 in Book 385, Page 492

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23) (TAX PARCEL # 75.4-1-2)  
(FORMER PARCEL #371)  
ALL OF THAT PORTION OF Lot #86, Iron Ore Tract situate in the Town of Elizabethtown, County of Essex, State of New York, containing 197.2 acres more or less.  
Being a part of the same premises conveyed by deed recorded in Book 1220 of Deeds, page 160.  
Being a part of the same premises conveyed by Republic Steel Corporation, successor in title to property of Witherbee Sherman Corporation, to International Paper Company by deed dated October 16, 1973 and recorded in the Essex County Clerk’s Office December 12, 1973 in Book 558, Page 46.

24) (TAX PARCEL # 75.4-1-3)  
(FORMER PARCEL #372)  
ALL OF THAT PORTION of Lot #74 Iron Ore Tract situate in the Town of Elizabethtown, County of Essex, State of New York, containing 192.9 acres more or less  
Being a part of the same premises conveyed by deed recorded in Book 1220 of Deeds, page 160.  
Being a part of the same premises conveyed by Republic Steel Corporation, successor in title to property of Witherbee Sherman Corporation, to International Paper Company by deed dated October 16, 1973 and recorded in the Essex County Clerk’s Office December 12, 1973 in Book 558, Page 46.

25) (TAX PARCEL #86 2-1-1)  
(FORMER PARCEL #377)  
ALL THAT PORTION of Lot #75 Iron Ore Tract situate in the Town of Elizabethtown, County of Essex, State of New York, containing 226.7 acres more or less  
Being a part of the same premises conveyed by deed recorded in Book 1220 of Deeds, page 160.  
Being a part of the same premises conveyed by Republic Steel Corporation, successor in title to property of Witherbee Sherman Corporation, to International Paper Company by deed dated October 16, 1973 and recorded in the Essex County Clerk’s Office December 12, 1973 in Book 558, Page 46.

26) (TAX PARCEL #86 2-1-3 1)  
PHASE II-III  
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FORMER PARCEL #375

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Elizabethtown, County of Essex and State of New York more particularly described as follows

All of Lot 55 of the Iron Ore Tract containing 100 acres of land more or less

Excepting and Reserving therefrom a portion of the southerly part of the premises containing approximately 6.5 acres of land more or less NOW OR FORMERLY OWNED BY THE NEW YORK STATE DEPARTMENT OF CORRECTIVE SERVICES BY DEED RECORDED IN BOOK 922 AT PAGE 240 shown as TAX PARCEL # 86.2-1-3 2

Further excepting therefrom all lands lying west of Burhardt Lane.

Being a part of the same premises conveyed by deed recorded in Book 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Republic Steel Corporation to International Paper Company by deed dated January 28, 1975 and recorded in the Essex County Clerk’s Office January 31, 1975 in Book 584, Page 39

27) (TAX PARCEL #S 65 3-1-6 AND 65.4-1-3) FORMER PARCEL #S 186 AND 347)

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate in the Town of Elizabethtown, County of Essex and State of New York, and known and described as Lot No. 177, of the Iron Ore Tract and further known as the Steel Lot, said to contain 306 acres and lying west of Lot No. 4, Morgan's Patent and south of a lot known as the Pierce Lot and also cornered on a lot by Jane Slaughter (1894) and also borders and joins a lot owned by Charles M. Williams (1894)

EXCEPTING AND RESERVING a portion of the southeast corner of said Lot No. 177 heretofore conveyed to the Wadams & Westport Power & Light Corporation by deed dated May 26, 1956 and recorded in the Essex County Clerk's Office in Liber 345 of Deeds at page 542

ALSO ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate in the Town of Elizabethtown, County of Essex and State of New York, and more particularly described as follows

All of Lot No. 177 in Iron Ore Tract, except as heretofore conveyed by Bardon Lumber, Inc. to International Paper Company, by deed dated March 5, 1958 and recorded in the Essex County Clerk's Office on March 14, 1958 in Book 357 of Deeds at page 231

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Being a part of the same premises conveyed by Deed recorded in Book 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Bardon Lumber, Inc. to International Paper Company by deed dated March 5, 1958 and recorded in the Essex County Clerk’s Office March 14, 1958 in Book 357, Page 231.

Being a part of the same premises conveyed by Gordon H. Bigelow and Gladys L. Bigelow to International Paper Company by deed dated October 18, 1958 and recorded in the Essex County Clerk’s Office October 21, 1958 in Book 363, Page 481.

28) (TAX PARCEL #S 65.4-2-37 and 65.4-1-1)
(FORMER PARCEL #S 346 and 349)

ALL THAT TRACT OR PARCEL OF LAND situate in the Towns of Westport and Elizabethtown more particularly described as follows: Lot 4 in the Jonas Morgan Patent

Together with a right of way contained in deed from Gordon H. Bigelow and Gladys L. Bigelow to International Paper Company by deed dated October 18, 1958 and recorded in the Essex County Clerk’s Office October 21, 1958 in Book 363, Page 481.

Being a part of the same premises conveyed by deed recorded in Book 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Gordon H. Bigelow and Gladys L. Bigelow to International Paper Company by deed dated October 18, 1958 and recorded in the Essex County Clerk’s Office October 21, 1958 in Book 363, Page 481.

29) (TAX PARCEL #S 65.4-1-4 and 65.4-1-5)
(FORMER PARCEL #S 350 and 351)

ALL THOSE CERTAIN LOTS, PIECES OR PARCEL OF LAND situate in the Town of Elizabethtown, County of Essex and State of New York and known as Lot Number 174 of numbered lots or sub-division of the Iron Ore Tract


Being a part of the same premises conveyed by deed recorded in Book 1220 of Deeds, page 160.
Being a part of the same premises conveyed by Margaret W Thompson, Bertha W Smith, and Dorothea W. Knowles to International Paper Company by deed dated October 23, 1957 and recorded in the Essex County Clerk's Office in Book 354, Page 322.

Being a part of the same premises conveyed by Gordon H. Bigelow and Gladys L. Bigelow to International Paper Company dated October 18, 1958 and recorded October 21, 1958 in Book 363, page 481.

30) (TAX PARCEL #S 75.1-2-3- 18 Nichols Pond and 75.1-1-9 (FORMER PARCEL #S 339 and 341)

All that tract and parcel of land situate in the Town of Elizabethtown, County of Essex and State of New York, part of Lot 148 in the Iron Ore Tract, described and bounded as follows:

A parcel of land on the northerly side of Lincoln Pond, in the northwest corner of Lot 148; bounded in the north by Lot 172 of the Iron Ore Tract, bounded on the east and south by lands of the State of New York having a tax map number 75.1-1-38.411, and bounded on the west by Lot 169.

Also a parcel of land on the southerly side of Lincoln Pond, in the southwest corner of Lot 148, bounded on the north by lands owned by the State of New York, having a tax map number 75.1-38.411, bounded on the east by Lot 149, bounded on the south by Lot 134 and bounded on the west by parcels having tax map numbers 75.1-37.40 and also by 75.1-1-38.411.

Being a part of the same premises conveyed by deed recorded in Book 1220 of Deeds, page 160.

31 (TAX PARCEL #S 86.2-1-2 and 86.2-2-8) (FORMER PARCEL #S 374 and 376)

ALL THAT TRACT OR PARCEL OF LAND KNOWN AS All of Lot 48 of the Iron Ore Tract situate in the Towns of Westport and Elizabethtown, County of Essex, State of New York and containing 190 acres be the same more or less.

Being a part of the same premises conveyed by deed recorded in Book 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Republic Steel PHASE II-III SCHEDULE A PAGE 105

PARCEL #2
TOWN OF ELIZABETHTOWN
IRON ORE TRACT - LOT 205 PARCEL

1) (TAX PARCEL # 65 1-1-34) (FORMER PARCEL #159)

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, situate, lying and being in the Town of Elizabethtown, County of Essex and State of New York, being ALL OF Lot No. 205 of the Iron Ore Tract, which lie south of the southerly boundary of the Adirondack Northway, U. S Route #87, as found in August, 1970. EXCEPTING AND RESERVING THAT PORTION OF LOT 205 OWNED BY THE STATE OF NEW YORK AND ASSESSED AS TAX PARCEL #65.01-1-33.

Being a part of the same premises conveyed by a deed recorded in Book 1220 of Deeds, page 160.


PARCEL #3
TOWN OF ELIZABETHTOWN
IRON ORE TRACT - LOT 199 PARCEL

1) (TAX PARCEL # 65 3-1-3) (FORMER PARCEL #424)

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Elizabethtown, County of Essex and State of New York, and being part of Lot No. 199 of the Iron Ore Tract, which lies south of the southerly boundary of the Adirondack Northway a/k/a Interstate #87, as found in August, 1970.

Being a part of the same premises conveyed by deed recorded in Book 1220 of Deeds, page 160.


PHASE II-III SCHEDULE A PAGE 106
2) (TAX PARCEL # 65.3-1-18)
(FORMER PARCEL #420)

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, situate, lying and being in the Town of Elizabethtown, County of Essex and State of New York, which is the part of Lot No. 194, Iron Ore Tract which lies south of the southerly boundary of the Adirondack Northway, U.S. Route #87 as located in August, 1970 Supposed to comprise 35.4 acres.

Being a part of the same premises conveyed by deed recorded in Book 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Bernard C. Glueck, Jr to International Paper Company by deed dated September 21, 1970 and recorded in the Essex County Clerk’s Office November 2, 1970 in Book 493, Page 319.

PARCEL #4
TOWN OF ELIZABETHTOWN
IRON ORE TRACT- SINGING WATERS PARCEL

1) (TAX PARCEL # 74-1-18)
(FORMER PARCEL #216)

ALL THAT TRACT OR PARCEL OF LAND, BEING PART of Lot No. 136 of the North River Head Tract in the Town of Elizabethtown, County of Essex and State of New York, containing 200 acres of land, more or less further identified as TAX PARCEL # 74-1-18 on Essex County Real Property Tax Maps

Said portion of Lot 136 is bounded on the north BY LANDS NOW OR FORMERLY OF HARDY L. SHIRLEY BY BOOK 347 AT PAGE 548 by TAX PARCEL # 74-1-15 on the east by TAX PARCEL # 74-1-19 on the south by portions of TAX PARCEL #s 74-1-27 and TAX PARCEL # 74-1-28 and on the west by THE LANDS OF SAID SHIRLEY AND BY LANDS NOW OR FORMERLY OF CHARLOTTE KASPER IN BOOK 1084 AT PAGE 119 (TAX PARCEL #s 74-1-29 and 74-1-15 )

Being a part of the same premises conveyed by Deed recorded in Book 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Witherbee Sherman Corporation to International Paper Company by deed dated November 24, 1965 and recorded in the Essex County Clerk’s Office January 25, 1966 in Book 440, Page 263.

2) (TAX PARCEL # 74-1-19)
(FORMER PARCEL #217)

PHASE II-III SCHEDULE A PAGE 107
ALL THAT TRACT OR PARCEL OF LAND KNOWN AS Lot No. 135 of the North River Head Tract in the Town of Elizabethtown, County of Essex and State of New York, containing 160 acres of land, more or less.

Being a part of the same premises conveyed by Deed recorded in Book 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Witherbee Sherman Corporation to International Paper Company by deed dated November 24, 1965 and recorded in the Essex County Clerk’s Office January 25, 1966 in Book 440, Page 263.

3) (TAX PARCEL # 74-1-20) (FORMER PARCEL #218)

ALL THAT TRACT OR PARCEL OF LAND KNOWN AS Lot No. 134 of the North River Head Tract in the Town of Elizabethtown, County of Essex and State of New York, containing 180 acres of land, more or less.

Being a part of the same premises conveyed by Deed recorded in Book 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Witherbee Sherman Corporation to International Paper Company by deed dated November 24, 1965 and recorded in the Essex County Clerk’s Office January 25, 1966 in Book 440, Page 263.

4) (TAX PARCEL # 74-1-26) (FORMER PARCEL #219)

ALL THAT TRACT OR PARCEL OF LAND KNOWN AS Lot No. 36 of the North River Head Tract in the Town of Elizabethtown, County of Essex and State of New York, containing 148.7 acres of land, more or less.

Excepting therefrom lands appropriated by the People of the State of New York by Appropriation recorded on April 22, 1969 in Book 475 of Deeds Page 159 and Book 475 of Deeds Page 160

Being a part of the same premises conveyed by Deed recorded in Book 1220 of Deeds, page 160

Being a part of the same premises conveyed by Witherbee Sherman Corporation to International Paper Company by deed dated November 24, 1965 and recorded in the Essex County Clerk’s Office January 25, 1966 in Book 440, Page 263.
5) (TAX PARCEL # 74-1-27)
(FORMER PARCEL #220)

ALL THAT TRACT OR PARCEL OF LAND KNOWN AS Lot No. 133 of the North River Head Tract in the Town of Elizabethtown, County of Essex and State of New York, containing 160 acres of land, more or less

Being a part of the same premises conveyed by Deed recorded in Book 1220 of Deeds, page 160.
Being a part of the same premises conveyed by Witherbee Sherman Corporation to International Paper Company by deed dated November 24, 1965 and recorded in the Essex County Clerk's Office January 25, 1966 in Book 440, Page 263.

6) (TAX PARCEL # 74-1-28)
(FORMER PARCEL #221)

ALL THAT TRACT OR PARCEL OF LAND KNOWN AS Lot No. 132 of the North River Head Tract in the Town of Elizabethtown, County of Essex and State of New York, containing 160 acres of land, more or less

Being a part of the same premises conveyed by Deed recorded in Book 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Witherbee Sherman Corporation to International Paper Company by deed dated November 24, 1965 and recorded in the Essex County Clerk's Office January 25, 1966 in Book 440, Page 263.

7) (TAX PARCEL # 74.2-1-30.2)
(FORMER PARCEL #317)

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Elizabethtown, County of Essex and State of New York, known and distinguished as follows. That portion of Lot 139 of the Iron Ore Tract bounded on the north by the southerly line of Lot 145 of the Iron Ore Tract, on the west by the easterly line of Lot 143 of the Iron Ore Tract, on the south by the northerly line of Lot 138 of the Iron Ore Tract, on the east by the westerly right of way line of Interstate Highway 87, containing 73 acres more or less.

Being a part of the premises conveyed by deed recorded in Book 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Charles P Garvey and Jane K Garvey, his wife, to International Paper Company by deed dated October 5, 1973 and recorded in the Essex County Clerk's Office October 10, 1973 in Book 554, Page 13.
8) (TAX PARCEL # 85-1-6)  
(FORMER PARCEL #234)

ALL THAT TRACT OR PARCEL OF LAND KNOWN AS Lot No. 130 of the North River Head Tract in the Town of Elizabethtown, County of Essex and State of New York, containing 160 acres of land, more or less.

Being a part of the same premises conveyed by Deed recorded in Book 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Witherbee Sherman Corporation to International Paper Company by deed dated November 24, 1965 and recorded in the Essex County Clerk's Office January 25, 1966 in Book 440, Page 263.

9) (TAX PARCEL # 85-1-7)  
(FORMER PARCEL #235)

ALL THAT TRACT OR PARCEL OF LAND KNOWN AS Lot No. 131 of the North River Head Tract in the Town of Elizabethtown, County of Essex and State of New York, containing 160 acres of land, more or less.

Being a part of the same premises conveyed by Deed recorded in Book 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Witherbee Sherman Corporation to International Paper Company by deed dated November 24, 1965 and recorded in the Essex County Clerk's Office January 25, 1966 in Book 440, Page 263.

10) (TAX PARCEL # 85-1-10)  
(FORMER PARCEL #237)

ALL THAT TRACT OR PARCEL OF LAND KNOWN AS Lot No. 106 of the North River Head Tract in the Town of Elizabethtown, County of Essex and State of New York, containing 160 acres of land, more or less.


Being a part of the same premises conveyed by Deed recorded in Book 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Witherbee Sherman Corporation to International Paper Company by deed dated November.

**PARCEL #5**

**TOWN OF ELIZABETHTOWN**
**IRON ORE TRACT- GARVEY PARCEL**

1) (TAX PARCEL # 74.2-1-31)
   (FORMER PARCEL #316)

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Elizabethtown, County of Essex and State of New York, described as follows: All that part of Great Lot 138, Iron Ore Tract, lying westerly of the Adirondack Northway, U.S. Route #87, supposed to comprise 60 acres, be the same more or less.

Being a part of the premises conveyed by deed recorded in Book 1220 of Deeds, page 160

Being a part of the same premises conveyed by John A Donnelly to International Paper Company by deed dated March 19, 1973 and recorded in the Essex County Clerk's Office September 5, 1973 in Book 551, Page 143

2) (TAX PARCEL # 74 2-1-30.2)
   (FORMER PARCEL #317)

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Elizabethtown, County of Essex and State of New York, known and distinguished as follows: That portion of Lot 139 of the Iron Ore Tract bounded on the north by the southerly line of Lot 145 of the Iron Ore Tract, on the west by the easterly line of Lot 143 of the Iron Ore Tract, on the south by the northerly line of Lot 138 of the Iron Ore Tract, on the east by the westerly right of way line of Interstate Highway 87, containing 73 acres more or less.

Being a part of the premises conveyed by deed recorded in Book 1220 of Deeds, page 160

Being a part of the same premises conveyed by Charles P. Garvey and Jane K Garvey, his wife, to International Paper Company by deed dated October 5, 1973 and recorded in the Essex County Clerk's Office October 10, 1973 in Book 554, Page 13.
PARCEL #6
TOWN OF ELIZABETHTOWN
IRON ORE TRACT - TRACY ROAD PARCEL

1) (TAX PARCEL # 85-1-11)
(FORMER PARCEL #238)

ALL THAT TRACT OR PARCEL OF LAND KNOWN AS Lot No 35 of the North River Head Tract in the Town of Elizabethtown, County of Essex and State of New York, containing 151 acres of land, more or less

Excepting therefrom lands appropriated by the People of the State of New York by Appropriations recorded on April 22, 1969 in Book 475 of Deeds Page 159 and Book 475 of Deeds Page 160

Being a part of the same premises conveyed by Deed recorded in Book 1220 of Deeds, page 160

Being a part of the same premises conveyed by Witherbee Sherman Corporation to International Paper Company by deed dated November 24, 1965 and recorded in the Essex County Clerk's Office January 25, 1966 in Book 440, Page 263

2) (TAX PARCEL # 85-1-12)
(FORMER PARCEL #373)

ALL THAT PORTION of Lot #82 Iron Ore Tract situate in the Town of Elizabethtown, County of Essex, And STATE of New York that is not flowed by waters of Lincoln Pond to an elevation of 1035.43' (highwater) containing 200.0 acres, more or less

Excepting therefrom approximately 45 40 acres of land in the northeast corner owned by the State of New York identified as TAX PARCEL # 85-1-30 on Essex County Real Property Tax Maps.

Further Excepting therefrom that portion of the premises appropriated by the People of the State of New York for Interstate 87 which crosses the northwest portion of the premises

Being a part of the same premises conveyed by deed recorded in Book 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Republic Steel Corporation, successor in title to property of Witherbee Sherman Corporation, to International Paper Company by deed dated October 16, 1973 and recorded in the Essex County Clerk's Office December 12, 1973 in Book 558, Page 46

PHASE II-III     SCHEDULE A     PAGE 112
3) (TAX PARCEL # 85-1-13)
(FORMER PARCEL #239)
ALL THAT TRACT OR PARCEL OF LAND KNOWN AS Lot No. 34 of the North River Head Tract in the Town of Elizabethtown, County of Essex and State of New York, containing 155.7 acres of land, more or less

Being a part of the same premises conveyed by Deed recorded in Book 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Witherbee Sherman Corporation to International Paper Company by deed dated November 24, 1965 and recorded in the Essex County Clerk's Office January 25, 1966 in Book 440, Page 263

4) (TAX PARCEL # 85-1-29.31)
(FORMER PARCEL #246)
ALL THAT TRACT OR PARCEL OF LAND KNOWN AS Lot No. 33 of the North River Head Tract in the Town of Elizabethtown, County of Essex and State of New York, assessed as 170.4 acres of land, more or less

Being a part of the same premises conveyed by Deed recorded in Book 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Witherbee Sherman Corporation to International Paper Company by deed dated November 24, 1965 and recorded in the Essex County Clerk's Office January 25, 1966 in Book 440, Page 263

5) (TAX PARCEL # 86 1-1-13 200)
(FORMER PARCEL #412)
ALL THAT TRACT OR PARCEL OF LAND being a portion of Lot #83 of the Iron Ore Tract in the Town of Elizabethtown, County of Essex and State of New York being an L-shaped parcel of land containing 83.20 acres of land more or less AND FURTHER identified as TAX PARCEL # 86 1-1-13 200 on Essex County Real Property Tax Maps further described as follows

Beginning at a point at the southeast corner of Lot 82 of the Iron Ore Tract TAX PARCEL # 85-1-12 thence northerly along the easterly line of said Lot 82 to the southwest corner of TAX PARCEL # 86 1-1-1.11;

thence easterly along the southerly boundary line of TAX PARCEL #s 86 1-1-1.11, 86 1-1 1 12 and 86 1-1-1 3 to the southeast corner of TAX PARCEL # 86 1-1-1 3,
thence northerly along the easterly boundary of TAX PARCEL # 86 1-1-13 to the southwest corner of TAX PARCEL # 86.1-1-13.113;

thence easterly along the southerly boundary of TAX PARCEL #s 86 1-1-13.113, 86 1-1-13.114 and 75 -3-2-28 to the point of intersection of southeast corner of TAX PARCEL # 75 -3-2-28 with the westerly boundary of Lot 105 of The Iron Ore Tract TAX PARCEL # 75.3-2-27

thence southerly along the westerly boundary of Lot 105 of The Iron Ore Tract to the southwest corner of said Lot 105 which point is also the point of intersection of Lots 105 and 83 of the Iron Ore Tract and Lots 1 and 79 of The North River Head Tract;

thence westerly along the northerly boundary of Lots 1 and 2 of The North River Head Tract to the southeast corner of Lot 82 of The Iron Ore Tract TAX PARCEL # 85-1-12 which is the point or place of beginning

Being a part of the same premises conveyed by deed recorded in Book 1220 of Deeds, page 160

Being a part of the same premises conveyed by Witherbee Sherman Corporation to International Paper Company by deed dated November 24, 1965 and recorded in the Essex County Clerk’s Office January 25, 1966 in Book 440, Page 263.

6) (TAX PARCEL #86 1-1-15) (FORMER PARCEL #259)
ALL THAT PART OF Lot No. 2 of the North River Head Tract in the Town of Elizabethtown, County of Essex and State of New York, containing 170.4 acres of land more or less

Being a part of the same premises conveyed by deed recorded in Book 1220 of Deeds, page 160

Being a part of the same premises conveyed by Witherbee Sherman Corporation to International Paper Company by deed dated November 24, 1965 and recorded in the Essex County Clerk’s Office January 25, 1966 in Book 440, Page 263

7) (TAX PARCEL #86 1-1-24) (FORMER PARCEL #260)
ALL THAT PART OF Lot No. 1 of the North River Head Tract in the Town of Elizabethtown, County of Essex and State of New York, containing 170.4 acres of land, more or less
Being a part of the same premises conveyed by deed recorded in

Being a part of the same premises conveyed by Witherbee Sherman
Corporation to International Paper Company by deed dated November
24, 1965 and recorded in the Essex County Clerk’s Office January
25, 1966 in Book 440, Page 263.

8) (TAX PARCEL #S 85-1-14 and 85-2-4)
(FORMER PARCEL #S 240 and 250)

ALL THAT TRACT OR PARCEL OF LAND situate in the Towns of
Elizabethtown and Moriah being Lot 76 of the North River Head
Tract, containing 160 acres of land, more or less.

Being a part of the same premises conveyed by Deed recorded in
Book 1220 of Deeds, page 160

Being a part of the same premises conveyed by Witherbee Sherman
Corporation to International Paper Company by deed dated November
24, 1965 and recorded in the Essex County Clerk’s Office January
25, 1966 in Book 440, Page 263.

9) (TAX PARCEL #S 85-1-15 and 85-2-3)
(FORMER PARCEL #S 241 and 249)

ALL THAT TRACT OR PARCEL OF LAND situate in the Towns of
Elizabethtown and Moriah, County of Essex and State of New York,
being Lot 77 of the North River Head Tract, containing 160 acres
of land, more or less.

Being a part of the same premises conveyed by Deed recorded in
Book 1220 of Deeds, page 160

Being a part of the same premises conveyed by Witherbee Sherman
Corporation to International Paper Company by deed dated November
24, 1965 and recorded in the Essex County Clerk’s Office January
25, 1966 in Book 440, Page 263.

10) (TAX PARCEL #S 85-1-18 and 85-2-2)
(FORMER PARCEL #S 242 and 248)

ALL THAT TRACT OR PARCEL OF LAND situate in the Towns of
Elizabethtown and Moriah, County of Essex and State of New York,
being Lot 78 of the North River Head Tract, containing 160 acres
of land more or less.

EXCEPTING THEREFROM lands appropriated by the People of the State
of New York by Appropriations recorded on April 22, 1969 in Book
EXCEPTING THEREFROM All that portion of Lot No. 78 lying northwest of the northwest bounds of the highway known as the Adirondack Northway (Interstate 87).

Being a part of the same premises conveyed by Deed recorded in Book 1220 of Deeds, page 160

Being a part of the same premises conveyed by Witherbee Sherman Corporation to International Paper Company by deed dated November 24, 1965 and recorded in the Essex County Clerk’s Office January 25, 1966 in Book 440, Page 263.

11) (TAX PARCEL #S 86 1-1-5.1 and 86.3-1-1) (FORMER PARCEL #S 258 and 263)
ALL THAT TRACT OR PARCEL OF LAND situate in the Towns of Elizabethtown and Moriah, County of Essex and State of New York, being Lot 75 of the North River Head Tract containing 160 acres of land, more or less

Being a part of the same premises conveyed by deed recorded in Book 1220 of Deeds, page 160

Being a part of the same premises conveyed by Witherbee Sherman Corporation to International Paper Company by deed dated November 24, 1965 and recorded in the Essex County Clerk’s Office January 25, 1966 in Book 440, Page 263.

12) (TAX PARCEL #S 86 1-1-25 and 86 3-1-5) (FORMER PARCEL #S 261 and 267)
ALL THAT TRACT OR PARCEL OF LAND situate in the Towns of Elizabethtown and Moriah, County of Essex and State of New York, being Lot 73 of the North River Head Tract containing 84.50 acres of land, more or less

Being a part of the same premises conveyed by deed recorded in Book 1220 of Deeds, page 160

Being a part of the same premises conveyed by Witherbee Sherman Corporation to International Paper Company by deed dated November 24, 1965 and recorded in the Essex County Clerk’s Office January 25, 1966 in Book 440, Page 263.

13) (TAX PARCEL #S 86 1-1-26 and 86 3-1-4) (FORMER PARCEL #S 262 and 266)
ALL THAT TRACT OR PARCEL OF LAND, situate in the Towns of Elizabethtown and Moriah, County of Essex and State of New York, being Lot 74 of the North River Head Tract containing 109.4 acres of land more or less.

Being a part of the same premises conveyed by deed recorded in Book 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Witherbee Sherman Corporation to International Paper Company by deed dated November 24, 1965 and recorded in the Essex County Clerk’s Office January 25, 1966 in Book 440, Page 263.

14) (TAX PARCEL #S 86.2-1-2 and 86 2-2-8) (FORMER PARCEL #S 374 and 376)

ALL THAT TRACT OR PARCEL OF LAND KNOWN AS All of Lot 48 of the Iron Ore Tract situate in the Towns of Westport and Elizabethtown, County of Essex, State of New York and containing 190 acres be the same more or less

Being a part of the same premises conveyed by deed recorded in Book 1220 of Deeds, page 160

Being a part of the same premises conveyed by Republic Steel Corporation to International Paper Company by deed dated January 28, 1975 and recorded in the Essex County Clerk’s Office January 31, 1975 in Book 584, Page 39

PARCEL #7
TOWN OF ELIZABETHTOWN
IRON ORE TRACT- LOST POND PARCEL

1) (TAX PARCEL # 85-1-19) (FORMER PARCEL #243)

ALL THAT PART OF LOT No. 79 OF THE NORTH RIVER HEAD TRACT IN THE TOWN OF ELIZABETHTOWN, COUNTY OF ESSEX AND STATE OF NEW YORK

EXCEPTING THEREFROM LANDS APPROPRIATED BY THE PEOPLE OF THE STATE OF NEW YORK BY APPROPRIATIONS RECORDED ON APRIL 22, 1969 IN BOOK 475 OF DEEDS PAGE 159 AND BOOK 475 OF DEEDS PAGE 160.

EXCEPTING THEREFROM ALL THAT PORTION OF LOT No. 79 LYING NORTHWEST OF THE NORTHWEST BOUNDS OF THE HIGHWAY KNOWN AS THE ADIRONDACK NORTHWAY (INTERSTATE 87)

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF PHASE II-III SCHEDULE A PAGE 117
SECTION B
ESSEX 448
TRACT 3 (PART)

PARCEL 8
TOWN OF LEWIS
LEWIS TRACT - FRANCIS LAKE PARCEL

1) (TAX PARCEL # 29-2-1-19)
(former parcel #72)

ALL THAT TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE TOWN OF LEWIS, ESSEX COUNTY, NEW YORK, DESCRIBED AS FOLLOWS:

LOT 26 IN THE ESSEX TRACT CONTAINING 135 ACRES, MORE OR LESS, EXCEPTING 25 ACRES IN THE NORTHWEST CORNER OF THE LOT, LYING ON THE WEST SIDE OF THE STATE ROAD, ROUTE 9


EXCEPTING THEREFROM THAT PORTION OF LOT 26 LYING WESTERLY OF NORTHWAY INTERSTATE 87

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160.

BEING A PART OF THE SAME PREMISES CONVEYED BY IRVING SCHECHTER TO INTERNATIONAL PAPER COMPANY BY DEED DATED JULY 21, 1978 AND RECORDED IN THE ESSEX COUNTY CLERK'S OFFICE JULY 31, 1978 IN BOOK 664, PAGE 100

2) (TAX PARCEL # 29-4-1-4)
(former parcel #73)
ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Lewis, Essex County, New York known as Lot 43 in the Peru Bay Tract containing 237 acres, more or less

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED recorded in Book 1220 of Deeds, Page 160


3) (TAX PARCEL # 29.4-1-5) (FORMER PARCEL #74)
ALL THAT TRACT OR PARCEL OF LAND situate, lying and being in the Town of Lewis, Essex County, New York known as described Lot 32 in the Essex Tract containing 190 acres more or less.

EXCEPTING therefrom that portion of the property which was appropriated by the People of the State of New York by Appropriations recorded in Book 414, page 64, recorded on January 30, 1963, and in Book 438, page 91, recorded on November 5, 1965, and in Book 448, page 118, recorded on October 5, 1966 and in Book 503, page 337, recorded on September 15, 1971.

EXCEPTING therefrom that portion of Lot 32 lying westerly of Northway Interstate 87

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED recorded in Book 1220 of Deeds, Page 160

BEING A PART OF THE SAME PREMISES CONVEYED BY IRVING SCHECHTER to INTERNATIONAL PAPER COMPANY by deed dated July 21, 1978 and recorded in the Essex County Clerk’s Office July 31, 1978 in Book 664, Page 100

4) (TAX PARCEL # 29.4-1-7) (FORMER PARCEL #75)
ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Lewis, Essex County, New York being part of the southwest corner of Lot 31 of the Essex Tract containing 25 acres more or less.


BEING A PART OF THE SAME PREMISES CONVEYED BY IRVING SCHECHTER to INTERNATIONAL PAPER COMPANY by deed dated July 21, 1978 and recorded in the Essex County Clerk’s Office July 31, 1978 in Book 664, Page 100

5) (TAX PARCEL # 29.4-1-8) (FORMER PARCEL #76)
ALL THAT TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE TOWN OF LEWIS, ESSEX COUNTY, NEW YORK KNOWN AND DESCRIBED AS LOT 44 OF THE PERU BAY TRACT

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160


6) (TAX PARCEL # 29.4-1-9) (FORMER PARCEL #77)

ALL THAT TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE TOWN OF LEWIS, ESSEX COUNTY, NEW YORK KNOWN AS LOT 45 IN THE PERU BAY TRACT CONTAINING 218 ACRES MORE OR LESS

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160


7) (TAX PARCEL # 29 4-1-10) (FORMER PARCEL #78)

ALL THAT TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE TOWN OF LEWIS, ESSEX COUNTY, NEW YORK KNOWN AS THE SOUTH HALF OF LOT #30 OF THE ESSEX TRACT CONTAINING 100 ACRES MORE OR LESS.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160.


8) (TAX PARCEL # 29-4-1-20) (FORMER PARCEL #79)

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF LEWIS, COUNTY OF ESSEX AND STATE OF NEW YORK, BEING THE WEST PART OF LOT 42 OF THE PERU BAY TRACT CONTAINING 81 ACRES, MORE OR LESS

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160

9) (Tax parcel # 29.4-1-21) (former parcel #80)

All that tract or parcel of land situate in the Town of Lewis, Essex County, New York being Lot 41 of the Peru Bay Tract containing 175 acres, more or less

Being a part of the same premises conveyed by deed recorded in Book 1220 of Deeds, page 160

Being a part of the same premises conveyed by Irving Schechter to International Paper Company by deed dated July 21, 1978 and recorded in the Essex County Clerk's Office July 31, 1978 in Book 664, Page 100

10) (Tax parcel # 38.2-1-3) (former parcel #81)

All that tract or parcel of land situate, lying and being in the Town of Lewis, Essex County, New York being Lot 34 in the Peru Bay Tract containing 100 acres more or less.

Excepting therefrom that portion of the property which was appropriated by the People of the State of New York by Appropriations recorded in Book 414, page 64, recorded on January 30, 1963, and in Book 438, page 91, recorded on November 5, 1965, and in Book 448, page 118, recorded on October 5, 1966 and in Book 503, page 337, recorded on September 15, 1971.

Excepting therefrom that portion of Lot 34 lying westerly of Northway Interstate 87

Being a part of the same premises conveyed by deed recorded in Book 1220 of Deeds, page 160

Being a part of the same premises conveyed by Irving Schechter to International Paper Company by deed dated July 21, 1978 and recorded in the Essex County Clerk's Office July 31, 1978 in Book 664, Page 100

11) (Tax parcel # 38.2-1-4) (former parcel #82)

All that tract or parcel of land situate, lying and being in the Town of Lewis, Essex County, New York known as Lot 39 of the Peru Bay Tract containing 134 acres, more or less

Phase II-III Schedule A Page 121
EXCEPTING THEREFROM, THE FOLLOWING PARCELS OF LAND:

TAX MAP PARCEL #29 4-1-23 1, LYING ON THE EASTERLY SIDE OF INTERSTATE ROUTE 87 BEING LANDS NOW OR FORMERLY OF BURGEON BY BOOK 1334 PAGE 62

TAX MAP PARCEL #29 4-1-23 2, LYING ON THE WESTERLY SIDE OF INTERSTATE ROUTE 87 BEING LANDS NOW OR FORMERLY OF GREER BY BOOK 1250 PAGE 55

TAX MAP PARCEL #29 4-1-23 3, LYING ON THE WESTERLY SIDE OF INTERSTATE ROUTE 87 BEING LANDS NOW OR FORMERLY OF GREER BY BOOK 1256 PAGE 149

ONLY THAT PORTION OF 29 4-1-1 IN LOT 39, LYING ON THE WESTERLY SIDE OF INTERSTATE ROUTE 87 BEING LANDS NOW OR FORMERLY OF GREER BY BOOK 1086 PAGE 55

ONLY THAT PORTION OF 38.2-1-1 IN LOT 39 LYING ON THE WESTERLY SIDE OF INTERSTATE ROUTE 87 BEING LANDS NOW OR FORMERLY OF ACORN BY BOOK 1305 PAGE 264.


EXCEPTING THEREFROM THAT PART OF LOT 39 LYING WESTERLY OF NORTHWAY INTERSTATE 87.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160


12) (TAX PARCEL # 38.2-1-5)
(FORMER PARCEL #83)

ALL THAT TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE TOWN OF LEWIS, ESSEX COUNTY, NEW YORK KNOWN AS LOT 35 OF THE PERU BAY TRACT CONTAINING 160 ACRES MORE OR LESS.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160


13) (TAX PARCEL # 38.2-1-6)
(FORMER PARCEL #84)

ALL THAT TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE TOWN OF LEWIS, ESSEX COUNTY, NEW YORK KNOWN AS LOT 36 OF THE PERU BAY TRACT CONTAINING 160 ACRES, MORE OR LESS.

PHASE II-III SCHEDULE A PAGE 122
BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160.

14) (TAX PARCEL # 38.2-1-12) (FORMER PARCEL #85)

ALL THAT TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE TOWN OF LEWIS, ESSEX COUNTY, NEW YORK, KNOWN AS LOT 30 OF THE PERU BAY TRACT CONTAINING 160 ACRES, MORE OR LESS.

TOGETHER WITH A RIGHT OF WAY RECITED IN BOOK 232 OF DEEDS, PAGE 429.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160.


15) (TAX PARCEL # 38 2-1-13) (FORMER PARCEL #86)

ALL THAT TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE TOWN OF LEWIS, ESSEX COUNTY, NEW YORK KNOWN LOT 29 OF THE PERU BAY TRACT

EXCEPTING THAT PORTION OF THE PROPERTY WHICH WAS APPROPRIATED BY THE PEOPLE OF THE STATE OF NEW YORK BY APPROPRIATIONS RECITED IN BOOK 414, PAGE 64, RECORDED ON JANUARY 30, 1963, AND IN BOOK 438, PAGE 91, RECORDED ON NOVEMBER 5, 1965, AND IN BOOK 448, PAGE 118, RECORDED ON OCTOBER 5, 1966 AND IN BOOK 503, PAGE 337, RECORDED ON SEPTEMBER 15, 1971

ALSO EXCEPTING THAT PORTION OF TAX MAP PARCEL #38.4-1-15.4 LOT 29 LYING IN LOT 29 ON THE WES TERLY SIDE OF INTERSTATE 87, AND

ALSO EXCEPTING THAT PORTION OF TAX MAP PARCEL #38.4-1-6 202 LOT 29 LYING IN LOT 29 ON THE SOUTHERLY SIDE OF DEERHEAD-REBER ROAD;

INTENDING TO CONVEY THAT PART OF LOT 29 LYING EASTERLY OF INTERSTATE ROUTE 87 AND NORTHERLY OF THE DEERHEAD-REBER ROAD

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160.


PHASE II-III SCHEDULE A PAGE 123
16) (TAX PARCEL # 38.2-1-16 1)  
(FORMER PARCEL #87)

ALL THAT TRACT OR PARCEL OF LAND situate, lying and being in the TOWN OF Lewis, Essex County, New York known as Lot 40 of the Peru Bay Tract containing 160 acres, more or less.

Being a part of the same premises conveyed by deed recorded in Book 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Irving Schechter to International Paper Company by deed dated July 21, 1978 and recorded in the Essex County Clerk’s Office July 31, 1978 in Book 664, Page 100.

PARCEL #9  
TOWN OF LEWIS  
LEWIS TRACT-ROUTE 9 PARCEL

1) (TAX PARCEL # 29 2-1-19)  
(FORMER PARCEL #72)

ALL THAT TRACT OR PARCEL OF LAND situate, lying and being in the TOWN OF Lewis, Essex County, New York, described as follows:

Lot 26 in the Essex Tract containing 135 acres, more or less, excepting 25 acres in the northwest corner of the lot, lying on the west side of the State Road, Route 9

EXCEPTING therefrom that portion of the property which was appropriated by the People of the State of New York by Appropriations recorded in Book 414, page 64, recorded on January 30, 1963, and in Book 438, page 91, recorded on November 5, 1965, and in Book 448, page 118, recorded on October 5, 1966 and in Book 503, page 337, recorded on September 15, 1971

EXCEPTING therefrom that portion of Lot 26 lying westerly of Northway Interstate 87.

Being a part of the same premises conveyed by Deed recorded in Book 1220 of Deeds, page 160

Being a part of the same premises conveyed by Irving Schechter to International Paper Company by deed dated July 21, 1978 and recorded in the Essex County Clerk’s Office July 31, 1978 in Book 664, Page 100

2) (TAX PARCEL # 29 4-1-5)  
(FORMER PARCEL #74)

PHASE II-III  
SCHEDULE A  
PAGE 124
ALL THAT TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE TOWN OF LEWIS, ESSEX COUNTY, NEW YORK KNOWN AS DESCRIBED LOT 32 IN THE ESSEX TRACT CONTAINING 190 ACRES MORE OR LESS.


EXCEPTING THEREFROM THAT PORTION OF LOT 32 LYING WESTERLY OF NORTHWAY INTERSTATE 87

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160


PARCEL #10
TOWN OF LEWIS

LEWIS TRACT-LOST ACRES

1) (TAX PARCEL # 38 2-1-4) (FORMER PARCEL #82)

ALL THAT TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE TOWN OF LEWIS, ESSEX COUNTY, NEW YORK KNOWN AS LOT 39 OF THE PERU BAY TRACT CONTAINING 134 ACRES, MORE OR LESS.

EXCEPTING THEREFROM, THE FOLLOWING PARCELS OF LAND:

TAX MAP PARCEL #29.4-1-23 1, LYING ON THE EASTERLY SIDE OF INTERSTATE ROUTE 87
TAX MAP PARCEL #29.4-1-23.2, LYING ON THE WESTERLY SIDE OF INTERSTATE ROUTE 87
TAX MAP PARCEL #29.4-1-23.3, LYING ON THE WESTERLY SIDE OF INTERSTATE ROUTE 87
ONLY THAT PORTION OF 29 4-1-1 IN LOT 39, LYING ON THE WESTERLY SIDE OF INTERSTATE ROUTE 87
ONLY THAT PORTION OF 38 2-1-1 IN LOT 39 LYING ON THE WESTERLY SIDE OF INTERSTATE ROUTES 87


EXCEPTING THEREFROM THAT PORTION OF LOT 39 LYING WESTERLY OF NORTHWAY

PHASE II-III SCHEDULE A PAGE 125
INTERSTATE 87

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160.


SECTION C
ESSEX 449
TRACT 4 (PART)

PARCEL #11
TOWN OF MORIAH

IRON ORE TRACT - TRACY ROAD PARCEL

1) (TAX PARCEL #85-2-1)
(FORMER PARCEL #247)

ALL THAT PART OF LOT NO. 79 OF THE NORTH RIVER HEAD TRACT IN THE TOWN OF MORIAH, COUNTY OF ESSEX AND STATE OF NEW YORK.

EXCEPTING THEREFROM LANDS APPROPRIATED BY THE PEOPLE OF THE STATE OF NEW YORK BY INSTRUMENT RECORDED ON OCTOBER 5, 1966 IN LIBER 448 OF DEEDS AT PAGE 111.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160


2) (TAX PARCEL #85-2-5)
(FORMER PARCEL #251)

ALL THAT TRACT OR PARCEL OF LAND KNOWN AS LOT NO. 67 OF THE NORTH RIVER HEAD TRACT IN THE TOWN OF MORIAH, COUNTY OF ESSEX AND STATE OF NEW YORK, CONTAINING 160 ACRES OF LAND MORE OR LESS.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160

BEING A PART OF THE SAME PREMISES CONVEYED BY WITHERBEE SHERMAN CORPORATION TO INTERNATIONAL PAPER COMPANY BY DEED DATED NOVEMBER 24, 1965 AND RECORDED IN

PHASE II-III
SCHEDULE A
PAGE 126
3) (TAX PARCEL #85-2-6)  
(FORMER PARCEL #252)  

ALL THAT TRACT OR PARCEL OF LAND KNOWN AS Lot No. 66 of the North River Head Tract in the Town of Moriah, County of Essex and State of New York, containing 160 acres of land more or less.  

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160.  


4) (TAX PARCEL #85-2-7)  
(FORMER PARCEL #253)  

ALL THAT TRACT OR PARCEL OF LAND KNOWN AS Lot No. 65 of the North River Head Tract in the Town of Moriah, County of Essex and State of New York, containing 160 acres of land more or less.  

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160.  


5) (TAX PARCEL #85-2-8)  
(FORMER PARCEL #192)  

ALL THAT TRACT OR PARCEL OF LAND, KNOWN AS "Lot Number 64" OF THE NORTH RIVERHEAD TRACT IN THE TOWN OF MORIAH, COUNTY OF ESSEX AND STATE OF NEW YORK.  

THE PREMISES HERIN CONVEYED ARE BOUNDED ON THE NORTH BY LOT #79, ON THE EAST BY LOT #65, ON THE SOUTH BY LOT #42 AND ON THE WEST BY LOT 63  

EXCEPTING THEREFROM LANDS APPROPRIATED BY THE PEOPLE OF THE STATE OF NEW YORK.  

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160.  


6) (TAX PARCEL #85-2-9)  

PHASE II-III SCHEDULE A  

PAGE 127
(FORMER PARCEL #254)

ALL THAT TRACT OR PARCEL OF LAND KNOWN AS Lot No. 42 OF THE NORTH RIVER HEAD TRACT IN THE TOWN OF MORIAH, COUNTY OF ESSEX AND STATE OF NEW YORK, CONTAINING 160 ACRES OF LAND MORE OR LESS.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160.


7) (TAX PARCEL #85-2-10)
(FORMER PARCEL #255)

ALL THAT TRACT OR PARCEL OF LAND KNOWN AS Lot No. 41 OF THE NORTH RIVER HEAD TRACT IN THE TOWN OF MORIAH, COUNTY OF ESSEX AND STATE OF NEW YORK, CONTAINING 160 ACRES OF LAND MORE OR LESS.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160.


8) (TAX PARCEL #85-2-11)
(FORMER PARCEL #256)

ALL THAT PART OF LOT NO. 40 OF THE NORTH RIVER HEAD TRACT IN THE TOWN OF MORIAH, COUNTY OF ESSEX AND STATE OF NEW YORK CONTAINING 160 ACRES OF LAND, MORE OR LESS.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160.


9) (TAX PARCEL #85-2-12)
(FORMER PARCEL #257)

ALL THAT PART OF LOT NO. 39 OF THE NORTH RIVER HEAD TRACT IN THE TOWN OF MORIAH, COUNTY OF ESSEX AND STATE OF NEW YORK, CONTAINING 160 ACRES OF LAND, MORE OR LESS.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160.

PHASE II-III SCHEDULE A PAGE 128
DEEDS, PAGE 160

BEING A PART OF THE SAME PREMISES CONVEYED BY WITHERBEE SHERMAN CORPORATION TO
INTERNATIONAL PAPER COMPANY BY DEED DATED NOVEMBER 24, 1965 AND RECORDED IN
THE ESSEX COUNTY CLERK’S OFFICE JANUARY 25, 1966 IN BOOK 440, PAGE 263.

10) (TAX PARCEL #86 3-1-2)
(FORMER PARCEL #264)
ALL THAT PART OF LOT No 68 OF THE NORTH RIVER HEAD TRACT IN THE TOWN OF
MORIAH, COUNTY OF ESSEX AND STATE OF NEW YORK, CONTAINING 160 ACRES OF LAND,
MORE OR LESS
BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF
DEEDS, PAGE 160

BEING A PART OF THE SAME PREMISES CONVEYED BY WITHERBEE SHERMAN CORPORATION TO
INTERNATIONAL PAPER COMPANY BY DEED DATED NOVEMBER 24, 1965 AND RECORDED IN
THE ESSEX COUNTY CLERK’S OFFICE JANUARY 25, 1966 IN BOOK 440, PAGE 263.

11) (TAX PARCEL #86.3-1-3)
(FORMER PARCEL #265)
ALL THAT PART OF LOT No 69 OF THE NORTH RIVER HEAD TRACT IN THE TOWN OF
MORIAH, COUNTY OF ESSEX AND STATE OF NEW YORK, CONTAINING 108 ACRES OF LAND,
MORE OR LESS.
BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF
DEEDS, PAGE 160

BEING A PART OF THE SAME PREMISES CONVEYED BY WITHERBEE SHERMAN CORPORATION TO
INTERNATIONAL PAPER COMPANY BY DEED DATED NOVEMBER 24, 1965 AND RECORDED IN
THE ESSEX COUNTY CLERK’S OFFICE JANUARY 25, 1966 IN BOOK 440, PAGE 263.

12) (TAX PARCEL #86 3-1-6)
(FORMER PARCEL #268)
ALL THAT PART OF LOT No 70 OF THE NORTH RIVER HEAD TRACT IN THE TOWN OF
MORIAH, COUNTY OF ESSEX AND STATE OF NEW YORK, CONTAINING 84 ACRES OF LAND
MORE OR LESS
BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF
DEEDS, PAGE 160

BEING A PART OF THE SAME PREMISES CONVEYED BY WITHERBEE SHERMAN CORPORATION TO
INTERNATIONAL PAPER COMPANY BY DEED DATED NOVEMBER 24, 1965 AND RECORDED IN
THE ESSEX COUNTY CLERK’S OFFICE JANUARY 25, 1966 IN BOOK 440, PAGE 263.
13) (TAX PARCEL #86.3-1-7)
(FORMER PARCEL #54)
ALL THAT TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE TOWN OF MORIAH, COUNTY OF ESSEX AND STATE OF NEW YORK, AND KNOWN AND DESIGNATED AS LOT NO 71, NORTH RIVER HEAD TRACT

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160


14) (TAX PARCEL #86 3-1-8)
(FORMER PARCEL #35)
ALL THAT TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE TOWN OF MORIAH, COUNTY OF ESSEX AND STATE OF NEW YORK, AND KNOWN AND DESIGNATED AS LOT NO 72, NORTH RIVER HEAD TRACT

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160


15) (TAX PARCEL #86.3-1-9)
(FORMER PARCEL #380)
ALL OF LOT #44 IRON ORE TRACT SITUATE IN THE TOWN OF MORIAH, COUNTY OF ESSEX, STATE OF NEW YORK CONTAINING 113 0 ACRES MORE OR LESS.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160.

BEING A PART OF THE SAME PREMISES CONVEYED BY REPUBLIC STEEL CORPORATION, SUCCESSOR IN TITLE TO PROPERTY OF WITHERBEE SHERMAN CORPORATION, TO INTERNATIONAL PAPER COMPANY BY DEED DATED OCTOBER 16, 1973 AND RECORDED IN THE ESSEX COUNTY CLERK'S OFFICE DECEMBER 12, 1973 IN BOOK 558, PAGE 46.

16) (TAX PARCEL #86.3-1-49)
(FORMER PARCEL #387)
ALL THAT PORTION OF LOT #31, IRON ORE TRACT SITUATED IN THE TOWN OF MORIAH, COUNTY OF ESSEX, STATE OF NEW YORK WHICH IS IN THE FORM OF A SQUARE IN PHASE II-III SCHEDULE A PAGE 130.
A northeast corner of said lot, more particularly described as follows: Bounded
on the north by the north line of said lot #31, on the east by the east line of
said lot #31, on the south and on the west by the lands of the A. Johnson
company containing 25 acres more or less.

Being a part of the same premises conveyed by deed recorded in Book 1220 of
Deeds, page 160

Being a part of the same premises conveyed by Republic Steel Corporation,
successor in title to property of Witherbee Sherman Corporation, to
International Paper Company by deed dated October 16, 1973 and recorded in the
Essex County Clerk's Office December 12, 1973 in Book 558, page 46.

17) (Tax parcel #86.3-1-56)
(former parcel #318)

All that tract or parcel of land situate in the town of Moriah, county of
Essex and State of New York, being the north half of Lot No. 29 in the Iron
Ore Tract and more particularly described as being bounded on the north by
Witherbee Sherman and Co., Inc., on the east and south by Heggy, on the west
by Lot No. 32 of the North River Head Tract, containing 70 acres of land, more
or less

Being a part of the premises conveyed by deed recorded in Book 1220 of Deeds,
page 160

Being a part of the same premises conveyed by Mary E. Dalton, surviving widow
of Lawrence Dalton, deceased, and Edward F. Dalton, sole surviving brother of
Lawrence Dalton, deceased, to International Paper Company by deed dated March
3, 1964 and recorded in the Essex County Clerk's Office April 16, 1964 in
Book 419, page 459

18) (Tax parcel #86 3-1-57)
(former parcel #269)

All that tract or parcel of land, situate in the town of Moriah, county of
Essex and State of New York being the south part of Lot No. 30 of the Iron
Ore Tract in the town of Moriah, containing 75 acres of land, more or less,
bounded and described as follows: Beginning at the southeast corner of said Lot
No. 30, thence northerly along the east line of said Lot No. 30 to a point in
said east line which is the southeast corner of a 60 acre parcel off from the
north end of said Lot No. 30, thence westerly in a line parallel with the north
line of said Lot No. 30 to the west line of said Lot No. 30; thence southerly
along the west line of said Lot No. 30 to the southwest corner thereof, and
thence easterly along the south line of said Lot No. 30 to the place of beginning.

Being a part of the same premises conveyed by deed recorded in Book 1220 of
Deeds, page 160

Being a part of the same premises conveyed by Witherbee Sherman Corporation to

Phase II-III Schedule A Page 131

19) (TAX PARCEL #86 3-1-59) (FORMER PARCEL #59)

ALL THAT TRACT OR PARCEL OF LAND, situate, lying and being in the Town of Moriah, County of Essex and State of New York, known and described as Lot 37 in the North River Head Tract, containing 80 acres be the same more or less.

Being a part of the same premises conveyed by deed recorded in Liber 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Michael Bardon to International Paper Company by deed dated November 16, 1960 and recorded in the Essex County Clerk's Office January 11, 1961 in Book 386, Page 160.

20) (TAX PARCEL #86 3-1-61) (FORMER PARCEL #270)

ALL THAT TRACT OR PARCEL OF LAND being Lot No. 31 of the North River Head Tract in the Town of Moriah, County of Essex and State of New York containing 160 acres of land, more or less.

Being a part of the same premises conveyed by deed recorded in Book 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Witherbee Sherman Corporation to International Paper Company by deed dated November 24, 1965 and recorded in the Essex County Clerk's Office January 25, 1966 in Book 440, Page 263.

21) (TAX PARCEL #86 3-1-62) (FORMER PARCEL #271)

ALL THAT TRACT OR PARCEL OF LAND being Lot No. 38 of the North River Head Tract in the Town of Moriah, County of Essex and State of New York, containing 160 acres of land, more or less.

Being a part of the same premises conveyed by deed recorded in Book 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Witherbee Sherman Corporation to International Paper Company by deed dated November 24, 1965 and recorded in the Essex County Clerk's Office January 25, 1966 in Book 440, Page 263.

22) (TAX PARCEL #95-2-1 2) (FORMER PARCEL #272)

ALL THAT TRACT OR PARCEL OF LAND being Lot No. 27 of the North River PHASE II-III SCHEDULE A PAGE 132
HEAD TRACT IN THE TOWN OF MORIAH, COUNTY OF ESSEX AND STATE OF NEW YORK, CONTAINING 160 ACRES OF LAND MORE OR LESS.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160


BEING THE SAME PREMISES CONVEYED BY PATRICK F. FARRELL AND FLORA S. FARRELL, HIS WIFE, TO INTERNATIONAL PAPER COMPANY BY DEED DATED SEPTEMBER 21, 1978 AND RECORDED IN THE ESSEX COUNTY CLERK’S OFFICE SEPTEMBER 28, 1978 IN BOOK 669, PAGE 73

23) (TAX PARCEL #95-2-3)
FORMER PARCEL #273
LOT NO. 28 OF THE NORTH RIVER HEAD TRACT IN THE TOWN OF MORIAH, COUNTY OF ESSEX AND STATE OF NEW YORK, CONTAINING 160 ACRES OF LAND MORE OR LESS.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160.


24) (TAX PARCEL #95-2-4)
(FORMER PARCEL #274)
LOT NO. 29 OF THE NORTH RIVER HEAD TRACT IN THE TOWN OF MORIAH, COUNTY OF ESSEX AND STATE OF NEW YORK, CONTAINING 160 ACRES OF LAND MORE OR LESS.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160.


25) (TAX PARCEL #95-2-5)
(FORMER PARCEL #275)
ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN TOWN OF MORIAH, COUNTY OF ESSEX AND STATE OF NEW YORK, BEING LOT NO. 30 OF THE NORTH RIVER HEAD TRACT, CONTAINING 160 ACRES OF LAND, MORE OR LESS
EXCEPTING THEREFROM A PARCEL OF LAND CONTAINING 2.20 ACRES OF LAND, MORE OR LESS, DESCRIBED IN A DEED FROM WITHERBEE SHERMAN CORPORATION AND REPUBLIC STEEL CORPORATION, AS GRANTOR AND LESSEE, RESPECTIVELY, TO GRANT W. JOHNSON DATED MARCH 15, 1957 AND RECORDED IN THE ESSEX COUNTY CLERK'S OFFICE MAY 23, 1957 IN BOOK 348 OF DEEDS AT PAGE 217.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN Book 1220 OF Deeds, PAGE 160


26) (TAX PARCEL #95-2-7)  
(FORMER PARCEL #276)

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF MORIAH, COUNTY OF ESSEX AND STATE OF NEW YORK BEING LOT No. 5 OF THE NORTH RIVER HEAD TRACT CONTAINING 160 ACRES OF LAND MORE OR LESS.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN Book 1220 OF Deeds, PAGE 160.


27) (TAX PARCEL #95-2-8)  
(FORMER PARCEL #277)

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF MORIAH, COUNTY OF ESSEX AND STATE OF NEW YORK BEING LOT No. 6 OF THE NORTH RIVER HEAD TRACT CONTAINING 160 ACRES OF LAND MORE OR LESS.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN Book 1220 OF Deeds, PAGE 160.


28) (TAX PARCEL #95-2-9)  
(FORMER PARCEL #278)

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF MORIAH, COUNTY OF ESSEX AND STATE OF NEW YORK BEING LOT No. 7 OF THE NORTH RIVER HEAD TRACT CONTAINING 157.8 ACRES OF LAND MORE OR LESS.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN Book 1220 OF Deeds, PAGE 160.
BEING A PART OF THE SAME PREMISES CONVEYED BY WITHERBEE SHERMAN CORPORATION TO
INTERNATIONAL PAPER COMPANY BY DEED DATED NOVEMBER 24, 1965 AND RECORDED IN
THE ESSEX COUNTY CLERK'S OFFICE JANUARY 25, 1966 IN BOOK 440, PAGE 263.

29) (TAX PARCEL #96-1-1-1)
(FORMER PARCEL #281)

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF MORIAH, COUNTY
OF ESSEX AND STATE OF NEW YORK BEING LOT NO. 4 OF THE NORTH RIVER HEAD TRACT
CONTAINING 160 ACRES OF LAND MORE OR LESS.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF
DEEDS, PAGE 160

BEING A PART OF THE SAME PREMISES CONVEYED BY WITHERBEE SHERMAN CORPORATION TO
INTERNATIONAL PAPER COMPANY BY DEED DATED NOVEMBER 24, 1965 AND RECORDED IN
THE ESSEX COUNTY CLERK'S OFFICE JANUARY 25, 1966 IN BOOK 440, PAGE 263.

30) (TAX PARCEL #96 1-1-36)
(FORMER PARCEL #283)

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF MORIAH, COUNTY
OF ESSEX AND STATE OF NEW YORK BEING LOT NO. 424 OF THE PARADOX TRACT
CONTAINING 160 ACRES OF LAND MORE OR LESS

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF
DEEDS, PAGE 160

BEING A PART OF THE SAME PREMISES CONVEYED BY WITHERBEE SHERMAN CORPORATION TO
INTERNATIONAL PAPER COMPANY BY DEED DATED NOVEMBER 24, 1965 AND RECORDED IN
THE ESSEX COUNTY CLERK'S OFFICE JANUARY 25, 1966 IN BOOK 440, PAGE 263.

PARCEL #12
TOWN OF MORIAH

IRON ORE TRACT- BARTON HILL BLOCK PARCEL

1) (TAX PARCEL #86 2-3-1)
(FORMER PARCEL #378)

ALL THAT TRACT OR PARCEL OF LAND KNOWN AS ALL OF LOT #43 IRON ORE
TRACT SITUATED IN THE TOWN OF MORIAH, COUNTY OF ESSEX, STATE OF NEW YORK
EXCEPTING THEREFROM A 50 ACRE RECTANGULAR PARCEL LOCATED ALONG THE EASTERY LINE
OF SAID LOT #43 NOW OR FORMERLY OWNED BY H. POTTS THE PARCEL HERIN CONVEYED
CONTAINED 109 8 ACRES OF LAND MORE OR LESS

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF
DEEDS, PAGE 160

PHASE II-III SCHEDULE A PAGE 135
BEING A PART OF THE SAME PREMISES CONVEYED BY REPUBLIC STEEL CORPORATION, SUCCESSOR IN TITLE TO PROPERTY OF WITHERSEE SHERMAN CORPORATION, TO INTERNATIONAL PAPER COMPANY BY DEED DATED OCTOBER 16, 1973 AND RECORDED IN THE ESSEX COUNTY CLERK’S OFFICE DECEMBER 12, 1973 IN BOOK 558, PAGE 46

2) TAX PARCEL #86 2-3-6.9) (FORMER PARCEL #3)

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF MORIAH, COUNTY OF ESSEX AND STATE OF NEW YORK, FORMERLY KNOWN AS THE O’BRIEN PLACE, AND BEING A PORTION OF LOT #42 IRON ORE TRACT. THIS PARCEL IS BOUNDED ON THE NORTH BY THE HIGHWAY LEADING FROM MINEVILLE TO ELIZABETH TOWN; ON THE EAST BY LOT #41 IRON ORE TRACT; ON THE SOUTH BY LOTS #34 AND 36 IRON ORE TRACT; AND ON THE WEST BY LOT #43 IRON ORE TRACT.

EXCEPTING THEREFROM ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF MORIAH AFORESAID, BEING PART OF LOT NO. 42, IRON ORE TRACT, BOUNDED AND DESCRIBED AS FOLLOWS. BEGINNING IN THE CENTER OF THE HIGHWAY LEADING FROM THE VILLAGE OF EAST MINEVILLE TO ELIZABETH TOWN, AND AT A POINT IN SAID HIGHWAY WHERE THE WEST LINE OF SAID LOT 42, CROSSES THE SAME. THENCE SOUTHERLY ON THE WEST LINE OF SAID LOT 12½ RODS; THENCE EASTERLY ON A LINE PARALLEL TO THE CENTER OF SAID HIGHWAY 6 RODS; THENCE NORTHERLY TO A POINT IN SAID HIGHWAY WHICH IS 7 RODS EASTERLY FROM THE PLACE OF BEGINNING, CONTAINING 81¾ SQUARE RODS OF LAND, BE THE SAME, MORE OR LESS


BEING A PART OF THE SAME PREMISES CONVEYED BY A DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160


3) (TAX PARCEL #86 3-1-14) (FORMER PARCEL #381)

ALL THAT TRACT OR PARCEL OF LAND KNOWN AS A PORTION OF LOT #46 IRON ORE TRACT SITUATED IN THE TOWN OF MORIAH, COUNTY OF ESSEX, STATE OF NEW YORK BOUNDED AS FOLLOWS. LOCATED IN THE NORTHEAST CORNER OF SAID LOT #46, BOUNDED ON THE NORTH BY THE NORTH LINE OF SAID LOT #46, ON THE EAST BY THE EAST LINE OF THE SAID LOT #46, ON THE SOUTH BY THE CENTER OF SAID LOT #46 AND ON THE WEST BY THE CENTER LINE OF BELFRY ROAD, SO CALLED. EXCEPTING THEREFROM A ONE ACRE RECTANGULAR PARCEL OF LAND SITUATED IN THE SOUTHWEST CORNER OF THE LOTS HEREIN ABOVE CONVEYED AND ALONG THE EAST SIDE OF BELFRY ROAD. THE LOT HEREIN CONVEYED CONTAINS 21 ACRES MORE OR LESS.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160

PHASE II-III SCHEDULE A PAGE 136
BEING A PART OF THE SAME PREMISES CONVEYED BY REPUBLIC STEEL CORPORATION, SUCCESSOR IN TITLE TO PROPERTY OF WITHERBEE SHERMAN CORPORATION, TO INTERNATIONAL PAPER COMPANY BY DEED DATED OCTOBER 16, 1973 AND RECORDED IN THE ESSEX COUNTY CLERK'S OFFICE DECEMBER 12, 1973 IN BOOK 558, PAGE 46

4) TAX PARCEL #86.3-1-20)
(FORMER PARCEL #382)

ALL THAT TRACT OR PARCEL OF LAND KNOWN AS A PORTION OF LOT 33 IRON ORE TRACT SITUATED IN THE TOWN OF MORIAH, COUNTY OF ESSEX, STATE OF NEW YORK WHICH IS IN THE FORM OF A TRIANGLE LOCATED IN THE NORTHEAST CORNER OF SAID LOT BEING BOUNDED ON THE NORTH BY THE NORTH LINE OF SAID LOT, ON THE EAST BY THE CENTER LINE OF AN UNNAMED MINING ROAD WHICH CROSSES DIAGONALLY ACROSS THE NORTHEAST CORNER OF SAID LOT #33 ALSO THAT PORTION OF LOT #33 GENERALLY LOCATED IN THE SOUTHEAST CORNER OF SAID LOT WHICH IS BOUNDED ON THE EAST BY THE EAST LINE OF LOT #33, ON THE SOUTH BY THE SOUTH LINE OF LOT #33, ON THE WEST BY THE CENTER LINE OF THE BELFRY ROAD AND ON THE NORTH BY THE LANDS OF H.R. COBURN AND WILLIAM CONWAY. EXCEPTING THEREFROM A HOMESTEAD LOT OF UNKNOWN OWNER, SOLD BY THE MINEVILLE HOUSING COMPANY AND REFERRED TO AS G22. THE ABOVE TWO PARCELS CONTAINING 13.3 ACRES MORE OR LESS SAID EXCEPTED PARCEL APPEARING ON THE MAP OF MINEVILLE HOUSING CORPORATION AS A 1.047 ACRE PARCEL ON BELFRY ROAD, EXHIBIT #16 OF SAID MAP, DATED NOVEMBER, 1955, FILED APRIL 17, 1956, FILE #23, #1509 THEREOF.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160

BEING A PART OF THE SAME PREMISES CONVEYED BY REPUBLIC STEEL CORPORATION, SUCCESSOR IN TITLE TO PROPERTY OF WITHERBEE SHERMAN CORPORATION, TO INTERNATIONAL PAPER COMPANY BY DEED DATED OCTOBER 16, 1973 AND RECORDED IN THE ESSEX COUNTY CLERK'S OFFICE DECEMBER 12, 1973 IN BOOK 558, PAGE 46

5) (TAX PARCEL #86 4-1-1)
(FORMER PARCEL #388)

ALL OF LOT #34, IRON ORE TRACT SITUATED IN THE TOWN OF MORIAH, COUNTY OF ESSEX, STATE OF NEW YORK, WHICH LOT CONTAINS 151.1 ACRES MORE OR LESS, EXCEPTING THEREFROM TWO HOMESTEAD PARCELS ALONG THE SOUTHERLY LINE OF SAID LOT #34 SOLD BY THE MINEVILLE HOUSING COMPANY AND DESIGNATED AS G23 AND G24 CONTAINING APPROXIMATELY 4.197 ACRES OF LAND MORE OR LESS SAID LOTS APPEARING ON THE LAST MENTIONED MAP AS BEING LOCATED ON BARTON HILL ROAD IN THE HAMLETS OF MINEVILLE AND WITHERBEE IN FILE #23, #1494 THEREOF PARCEL HEREIN CONVEYED CONTAINS 147 ACRES OF LAND MORE OR LESS.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160

BEING A PART OF THE SAME PREMISES CONVEYED BY REPUBLIC STEEL CORPORATION, SUCCESSOR IN TITLE TO PROPERTY OF WITHERBEE SHERMAN CORPORATION, TO

PHASE II-III SCHEDULE A PAGE 137
INTERNATIONAL PAPER COMPANY BY DEED DATED OCTOBER 16, 1973 AND Recorded in the
Essex County Clerk’s Office December 12, 1973 in Book 558, Page 46.

PARCEL #13
TOWN OF MORIAH
IRON ORE TRACT – SLIVER HILL NORTH PARCEL

1) (TAX PARCEL #86.3-1-32)
(FORMER PARCEL #383)
ALL THAT TRACT OR PARCEL OF LAND KNOWN AS THAT PORTION OF LOT #32,
IRON ORE TRACT SITUATED IN THE TOWN OF MORIAH, COUNTY OF ESSEX, STATE OF NEW
YORK which is located in the SOUTHWEST CORNER of said lot as bounded on the SOUTH
BY THE SOUTH LINE of LOT #32, ON THE WEST BY THE WES TERLY LINE of LOT #32 AND
ON THE NORTH AND EAST BY PROPERTY reputedly owned now or formerly by WILLIAM
HUNT Said parcel containing 21.3 acres more or less.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF
DEEDS, PAGE 160

BEING A PART OF THE SAME PREMISES CONVEYED BY REPUBLIC STEEL CORPORATION,
successor in title to property of WITHERBEE SHERMAN CORPORATION, TO
INTERNATIONAL PAPER COMPANY BY DEED DATED OCTOBER 16, 1973 AND RECORDED IN THE
Essex County Clerk’s Office December 12, 1973 in Book 558, Page 46.

2) (TAX PARCEL #86.3-1-48)
(FORMER PARCEL #386)
ALL THAT PORTION OF LOT #28 IRON ORE TRACT SITUATED IN THE TOWN OF MORIAH,
COUNTY OF ESSEX, STATE OF NEW YORK, WHICH IS MORE PARTICULARLY DESCRIBED AS
FOLLOWS
BEGINNING IN THE NORTHEAST CORNER of LOT #28, THENCE IN A SOUTHERLY DIRECTION
ALONG THE EAST LINE of SAID LOT #28 a DISTANCE of APPROXIMATELY 20 CHAINS TO A
POINT, SAID POINT BEING the INTERSECTION of THE EAST LINE of LOT #28 AND THE
CENTER LINE of THE SILVER HILL ROAD, so called, THENCE IN A GENERALy WESTERLY
DIRECTION ALONG THE MIDLINE OF SAID LOT #28 A DISTANCE OF APPROXIMATELY 20
CHAINS TO A POINT, THENCE IN A GENERALy NORTHERLY DIRECTION IN A LINE PARALLEL
WITH THE EAST LINE of SAID LOT #28 a DISTANCE of APPROXIMATELY 20 CHAINS TO A
POINT IN THE NORTHERLY LINE OF SAID LOT #28, THENCE IN A GENERALy EASTERLY
DIRECTION ALONG THE NORTHERLY LINE of SAID LOT #28 A DISTANCE OF APPROXIMATELY
20 CHAINS TO THE POINT OR PLACE OF BEGINNING EXCEPTING THEREFROM A HOMESTEAD
LOT SOLD BY THE MINEVILLE HOUSING COMPANY AND REFERRED TO AS G-56 containing
3.251 ACRES, SAID LOT BEING LOCATED ON THE SOUTHERLY LINE OF THE PARCEL HEREIN
CONVEYED, AND IS LAID Down on a MAP of Mineville Housing Properties AS Exhibit
#17, November 1955, filed on April 17, 1956, File #23, #1510, in Essex
County Clerk’s Office. The parcel herein conveyed contains 36.5 ACRES more or less.

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SCHEDULE A
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Also excepting and reserving a 1.5 acre parcel in the southeast corner of said Lot No. 28, fronting on Silver Hill Road, and identified on the Essex County Tax Map as Parcel No. 86.3-1-64.

Also excepting and reserving a 5 acre rectangular parcel of land off the west side of said parcel at the mid-line of Lot No. 28, identified on the Essex County Tax Map as Parcel No. 86-3-1-51

Being a part of the same premises conveyed by Republic Steel Corporation, successor in title to property of Withbee Sherman Corporation, to International Paper Company by deed dated October 16, 1973 and recorded in the Essex County Clerk's Office December 12, 1973 in Book 558, Page 46.

3) (TAX PARCEL #S 86.3-1-33 and 86 3-1-40) (FORMER PARCEL #S 384 and 385)

A portion of Lot #45 Iron Ore Tract situated in the Town of Moriah, County of Essex, State of New York being bounded as follows:

A parcel located in the northwest corner of said Lot #45 bounded on the west by the west line of said lot, on the north by the north line of said lot, on the east a 1.446 acre homestead lot unknown ownership sold by the Mineville Housing Company and designated as G58. Said lot appearing on the last mentioned map as being located in the hamlet of Withbee, exhibit #19, File 23, #1512 thereof and on the south by the center line of the Silver Hill Road, so called and the lands now or formerly owned by G.O. Roe

Being a part of the same premises conveyed by deed recorded in Book 1220 of Deeds, Page 160

Being a part of the same premises conveyed by Republic Steel Corporation, successor in title to property of Withbee Sherman Corporation, to International Paper Company by deed dated October 16, 1973 and recorded in the Essex County Clerk's Office December 12, 1973 in Book 558, Page 46.

PARCEL #14
TOWN OF MORIAH
IRON ORE TRACT - NICHOLS POND PARCEL

1) (TAX PARCEL #86 4-2-11) (FORMER PARCEL #389)

All that portion of Lot #22, Iron Ore Tract situated in the Town of Moriah, County of Essex, State of New York, which is located on the east side of Bartlett Brook more particularly described as follows:

Beginning on the northeast corner of Lot #22, thence southerly along the east line of Lot #22 to the southeast corner of Lot #22, thence in a generally westerly direction along the south line of Lot #22 to the center line of said

PHASE II-III SCHEDULE A PAGE 139
BARTLETT BROOK, THENCE IN A GENERALLY NORTHERLY DIRECTION ALONG THE CENTER LINE
OF SAID BARTLETT BROOK AS IT WINDS AND TURNS TO THE NORTHERLY LINE OF SAID LOT
#22, THENCE IN A GENERALLY EASTERNLY DIRECTION ALONG THE SAID NORTHERLY LINE OF
LOT #22 TO THE POINT OR PLACE OF BEGINNING CONTAINING 27 ACRES MORE OR LESS.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF
DEEDS, PAGE 160.
BEING A PART OF THE SAME PREMISES CONVEYED BY REPUBLIC STEEL CORPORATION,
SUCCESSOR IN TITLE TO PROPERTY OF WITHERBEE SHERMAN CORPORATION, TO
INTERNATIONAL PAPER COMPANY BY DEED DATED OCTOBER 16, 1973 AND RECORDED IN THE
ESSEX COUNTY CLERK'S OFFICE DECEMBER 12, 1973 IN BOOK 558, PAGE 46.

2) (TAX PARCEL #86.4-2-12)
(FORMER PARCEL #390)

A PORTION OF LOT #19, IRON ORE TRACT SITUATED IN THE TOWN OF MORIAH, COUNTY
OF ESSEX, STATE OF NEW YORK, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT #19, THENCE IN AN EASTERNLY
DIRECTION, A DISTANCE OF 42 CHAINS ALONG THE NORTH LINE OF SAID LOT #19 TO A
POINT IN THE NORTHWEST CORNER OF SAID LOT, THENCE IN A GENERALLY SOUTHERLY
DIRECTION ALONG THE EAST LINE OF SAID LOT #19, A DISTANCE OF 48.1 CHAINS TO A
POINT IN SAID EAST LINE, THENCE IN A GENERALLY WESTERLY DIRECTION IN A LINE
PARALLEL WITH THE NORTHERLY BOUNDARY OF SAID LOT #19 A DISTANCE OF 42 CHAINS TO
A POINT ON THE WESTERLY LINE OF SAID LOT #19, THENCE IN A GENERALLY NORTHERLY
DIRECTION ALONG THE WEST LINE OF SAID LOT #19 A DISTANCE OF 48.1 CHAINS TO
POINT OR PLACE OF BEGINNING AND CONTAINING 202 ACRES MORE OR LESS

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF
DEEDS, PAGE 160

BEING A PART OF THE SAME PREMISES CONVEYED BY REPUBLIC STEEL CORPORATION,
SUCCESSOR IN TITLE TO PROPERTY OF WITHERBEE SHERMAN CORPORATION, TO
INTERNATIONAL PAPER COMPANY BY DEED DATED OCTOBER 16, 1973 AND RECORDED IN THE
ESSEX COUNTY CLERK'S OFFICE DECEMBER 12, 1973 IN BOOK 558, PAGE 46.

3) (TAX PARCEL #87.1-2-1)
(FORMER PARCEL #357)

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF MORIAH, COUNTY
OF ESSEX AND STATE OF NEW YORK, BEING LOT 52, IRON ORE TRACT CONTAINING 60
ACRES OF LAND

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF
DEEDS, PAGE 160

BEING A PART OF THE SAME PREMISES CONVEYED BY FRED BARDOON TO INTERNATIONAL PAPER
COMPANY BY DEED DATED AUGUST 28, 1973 AND RECORDED IN THE ESSEX COUNTY CLERK'S
OFFICE SEPTEMBER 21, 1973 IN BOOK 552, PAGE 255

PHASE II-III
SCHEDULE A
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4) (TAX PARCEL #87.1-2-2)  
(FORMER PARCEL #62)

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Moriah, County of Essex and State of New York, bounded and described as follows:

BEING Lot No. 66 Iron Ore Tract, situate in the Town of Moriah Essex County, New York

BEING a part of the same premises conveyed by Deed recorded in Book 1220 of Deeds, page 160.

BEING a part of the same premises conveyed by Frederick P. Kapper to International Paper Company by Deed dated April 30, 1965 and recorded in the Essex County Clerk’s Office May 3, 1965 in Book 431, Page 292.

5) (TAX PARCEL #87.1-2-3)  
(FORMER PARCEL #61)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Moriah, County of Essex and State of New York, being Lot No. 59 of the Iron Ore Tract.

EXCEPTING, HOWEVER, FROM THE PREMISES HEREINABOVE DESCRIBED THOSE PREMISES WHICH WERE CONVEYED BY FRANK TROMBLEE AND JULIA TROMBLEE TO LAKE CHAMPLAIN AND MORIAH RAILROAD COMPANY by Deed dated July 15, 1936, which said Deed was thereafter recorded in the Essex County Clerk’s Office, Elizabethtown, New York, on February 10, 1937 in Book 215 of Deeds at page 253 and which are therein bounded and described as follows:

BEGINNING at an iron bar driven into the ground, six and eight-tenths feet (6.8’) northwesterly from the center of a large elm stump and one hundred and twenty feet (120’) southwesterly from the center of the traveled road leading from Port Henry to Moriah, past the Frank Tromblee farmhouse, thence south thirty-seven degrees and twenty-three minutes east (S37DEGREES 23;'E) sixty-nine and sixty-nine one hundredths feet (69.69’) to an iron bar driven into the ground in the westerly bounds of land of the Lake Champlain and Moriah Railroad Company; thence south thirty-three degrees and forty-five minutes west (S33DEGREES 45;'W) one hundred three and thirty-two one hundredths feet (103.32’) along the said bounds of the Lake Champlain and Moriah Railroad Company to an iron bar driven into the ground; thence south forty-one degrees and fourteen minutes west (S 41 DEGREES 14’W) thirty-nine and ninety-one hundredths feet (39.91’) along the said bounds to an iron bar driven into the ground; thence south forty-five degrees and fifty minutes west (S.45DEGREES 50’W) sixty-eight and sixty-nine one hundredths feet (68.69) along the aforesaid bounds of the Lake Champlain and Moriah Railroad to an iron bar driven into the ground; thence, continuing along the said bounds, south fifty-five degrees and twenty-eight minutes west (S.55 DEGREES 28’W) one hundred thirty-four and eighty-one one hundredths feet (124.81’) to an iron bar driven into the ground, thence north fifty-nine degrees and fifty-three minutes west (N. 59-53’) one hundred two and fifty-five one hundredths feet (102.55’) to an iron bar driven into the ground, said iron bar bearing south forty-nine degrees and fifty-nine minutes west (S.49 DEGREES 59’W) eighty-three and five tenths
FEET (83 5’) FROM THE TOP OF A LARGE BOULDER, THENCE NORTH FORTY-NINE DEGREES AND FIFTY-NINE MINUTES EAST (N.49 DEGREES 59’E) PASSING OVER THE TOP OF THE AFORESAID BOULDER THREE HUNDRED SIXTY-NINE AND EIGHTY-SIX ONE HUNDREDTHS FEET (369 86’) TO THE PLACE OF BEGINNING CONTAINING SEVENTY-SEVEN ONE HUNDREDTHS ACRES (77 A) OF LAND, MORE OR LESS.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160.


6) (TAX PARCEL #87 1-2-9) (FORMER PARCEL #193)
ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF MORIAH, ESSEX COUNTY, AND STATE OF NEW YORK, KNOWN AND DISTINGUISHED AT LOT NO. 54 OF THE IRON ORE TRACT, CONTAINING 218 1 ACRES MORE OR LESS.

TOGETHER WITH RIGHT OF WAY AS REFERENCED IN DEED FROM THOMAS COUGHLIN TO INTERNATIONAL PAPER COMPANY BY DEED DATED MARCH 16, 1966 AND RECORDED IN THE ESSEX COUNTY CLERK’S OFFICE MAY 13, 1966 IN BOOK 443, PAGE 154.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160.

7) (TAX PARCEL #87 1-2-10) (FORMER PARCEL #319)
ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF MORIAH, COUNTY OF ESSEX AND STATE OF NEW YORK, BEING LOT 53 OF THE IRON ORE TRACT.

BEING A PART OF THE PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160.

8) (TAX PARCEL #87 3-1-1) (FORMER PARCEL #4)

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF MORIAH, COUNTY OF PHASE II-III SCHEDULE A PAGE 142
ESSEX AND STATE OF NEW YORK AND BEING THE NORTH HALF OF LOT #18 OF THE IRON ORE TRACT, BOUNDED ON THE NORTH BY LOTS #38 AND 53 IRON ORE TRACT; ON THE EAST BY LOT #17 IRON ORE TRACT; ON THE SOUTH BY THE SOUTH HALF OF LOT #18 IRON ORE TRACT; AND ON THE WEST BY LOT #19 IRON ORE TRACT.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160.


9) (TAX PARCEL #87 3-1-25) (FORMER PARCEL #308)

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF MORIAH, ESSEX COUNTY, NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

LOT #9 OF THE IRON ORE TRACT, FORMERLY KNOWN AS THE T.J.O. CURTIS PLACE AND PELLIAH SHERMAN FARM. BOUNDED ON THE NORTH BY LOT #18; ON THE EAST BY LOT #10; ON THE SOUTH BY LOT 24 OF SMALLS PATENT; ON THE WEST BY LOT #8, CONTAINING 130 ACRES OF LAND MORE OR LESS.

ALSO, ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF MORIAH, ESSEX COUNTY, NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEING THE SOUTH PART OF LOT #18 WHICH COMPRISSES A RECTANGULAR AREA ACROSS THE SOUTHERN PORTION OF LOT 18 WHICH IS APPROXIMATELY 3150 FEET FROM THE EAST TO WEST LINE, AND EXTENDS APPROXIMATELY 1650 FEET NORTHERLY FROM THE SOUTH LINE OF LOT #18, AND CONTAINS APPROXIMATELY 125 ACRES OF LAND, MORE OR LESS.

BOUNDED ON THE EAST BY LOT 17, ON THE SOUTH BY LOTS #9 AND 10; ON THE WEST BY LOT #19, ON THE NORTH BY THE REMAINDER OF SAID LOT #18.

BEING A PART OF THE PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160.


10) (TAX PARCEL #S 87 3-1-3 AND 87 3-1-7 2) (FORMER PARCEL #S 306 AND 307)


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ALSO, ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE TOWN OF MORIAH, ESSEX COUNTY, NEW YORK, AND DISTINGUISHED AS LOT NO. 56 IN THE IRON ORE TRACT AND IS BOUNDED AS FOLLOWS:

BEGINNING AT A STAKE SOUTH FROM A POPLAR TREE MARKED NO. 15.56 BEING THE NORTHEASTERLY CORNER OF LOT NO. 15 IN THE IRON ORE TRACT, THENCE ALONG THE NORTH BOUNDS THEREOF AND PART OF THE NORTH BOUNDS OF LOT NO. 11 OF THE IRON ORE TRACT IN A WESTERLY DIRECTION 42 CHAINS AND 30 LINKS TO A STAKE AND STONES MARKED NO. 17.56, BEING THE SOUTHEASTERLY CORNER OF LOT NO. 17 IN THE IRON ORE TRACT; THENCE ALONG THE EAST BOUNDARY OF LOT 17 OF THE IRON ORE TRACT IN A NORTHERLY DIRECTION 59 CHAINS AND 46 LINKS TO A STAKE AND STONES MARKED NO. 17.56; THENCE EASTERLY ALONG THE NORTHERLY BOUNDARY OF LOT 56, 41 CHAINS AND 30 LINKS TO A POPLAR TREE MARKED NO. 58.56 IN THE WEST BOUNDS OF 600 ACRES OF LAND GRANTED TO PHILLIP SKENE ("SKENE PATENT"), THENCE ALONG THE DIVISION LINE BETWEEN THE IRON ORE TRACT AND THE SKENE PATENT SOUTH 1° EAST, 59 CHAINS AND 46 LINKS TO THE POINT AND PLACE OF BEGINNING, CONTAINING 248.5 ACRES, MORE OR LESS.

EXCEPTING AND RESERVING ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE TOWN OF MORIAH, COUNTY OF ESSEX AND STATE OF NEW YORK, BEING PART OF LOT NO. 56, IRON ORE TRACT BOUNDED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT NO. 56, THENCE WEST ON THE SOUTH LINE OF SAID LOT TO THE FENCE RUNNING NORTH, THENCE NORTH ON THE LINE OF SAID FENCE TO WHERE IT STRIKES A FENCE RUNNING EAST, THENCE EAST ON THIS FENCE LINE TO THE EAST LINE OF LOT NO. 56 AFORESAID, THENCE SOUTH ON SAID EAST LINE TO THE PLACE OF BEGINNING, CONTAINING BY ESTIMATION FOUR OR FIVE ACRES, SITUATE IN THE SOUTHEASTERLY CORNER OF LOT NO. 56.
TOGETHER WITH A RIGHT OF WAY FROM RUTH BIGALOW A/K/A RUTH BIGELOW FOR INGRESS AND EGRESS FOR ALL REASONABLE PURPOSES AS DESCRIBED BY DEED RECORDED IN BOOK 952 AT PAGE 8.

BEING A PART OF THE PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160.


PARCEL #15
TOWN OF TICONDEROGA

IRON ORE TRACT- WHITE LOT PARCEL

(TAX PARCEL #87.1-2-4)
(FORMER PARCEL #63)

ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE TOWN OF MORIAH, ESSEX COUNTY, NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT MARKING THE NORTHEAST CORNERS OF LOT NO. 56, IRON ORE TRACT, AND THE SOUTHEAST CORNER OF LOT NO. 58, IRON ORE TRACT; THENCE SOUTH 83° EAST 2846.8 FEET TO A POINT IN THE WEST LINE OF LOT 57, PLATT PATENT; THENCE NORTH 8° EAST 1924 0 FEET TO THE CENTER LINE OF A PRIVATE ROADWAY RUNNING EAST AND WEST ALONG A PORTION OF THE NORTHERLY LINE OF LAND HEREIN TO BE CONVEYED; THENCE WESTERLY ALONG THE CENTER LINE OF THE ABOVE DESCRIBED PRIVATE ROAD, 1408.0 FEET TO A POINT IN THE CENTER LINE OF MULLEN BROOK, AND AT A POINT WHERE THE PRIVATE ROAD CROSSES MULLEN BROOK, SO CALLED, THENCE WESTERLY ALONG THE CENTER LINE OF MULLEN BROOK TO A POINT WHERE THE SAID BROOK CROSSES THE EAST LINE OF LOT 58; THENCE SOUTHERLY ALONG THE EAST LINE OF LOT 58, IRON ORE TRACT, TO THE POINT OF BEGINNING.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160.


PARCEL #16
TOWN OF MORIAH

IRON ORE TRACT - CROWFOOT POND NORTH PARCEL

1) INTENTIONALLY OMITTED

PHASE II-III SCHEDULE A PAGE 145
2) INTENTIONALLY OMITTED

PARCEL #17
TOWN OF MORIAH

IRON ORE TRACT - SILVER HILL SOUTH PARCEL

1) (TAX PARCEL #96 1-1-9)
(FORMER PARCEL #391)

ALL THAT PORTION OF Lot #4 Iron Ore Tract situate in the Town of Moriah, County of Essex, State of New York, being described as follows:

BEGINNING AT THE NORTHWEST CORNER OF SAID Lot #4 THENCE EASTERLY ALONG THE NORTH LINE OF Lot #4, A DISTANCE OF 5.5 CHAINS TO A POINT, THENCE SOUTH IN A LINE PARALLEL TO THE WESTERLY BOUNDARY OF SAID Lot #4 TO A POINT ON THE SOUTHERLY BOUNDARY OF Lot #4, THENCE WESTERLY ALONG THE SOUTHERN BOUNDARY OF SAID Lot #4, A DISTANCE OF 5.5 CHAINS TO A POINT WHICH IS THE SOUTHWEST CORNER OF SAID Lot #4, THENCE NORTHERLY ALONG THE WEST LINE OF SAID Lot #4 TO A POINT OR PLACE OF BEGINNING, CONTAINING 11 ACRES MORE OR LESS

EXCEPTING AND RESERVING ANY OR ALL OF THE ABOVE DESCRIBED PARCEL ALONG THE EAST LINE WHICH MAY BE A PART OF Essex County Tax Map Parcel No. 96.2-1-3.11.

EXCEPTING THEREFROM THAT CONTIGUOUS PARCEL OF LAND LYING NORTH OF SILVER HILL ROAD COMPRISING PARTS OF LOT 3 AND 4 OF THE IRON ORE TRACT DESCRIBED AS FOLLOWS:

BOUNDED ON THE WEST BY LANDS NOW OR FORMERLY OF PLATERO (1236/250 - 96.01-1-7), BOUNDED ON THE NORTH BY LANDS NOW OR FORMERLY OF CORRIGAN (1391/6 - 96 01-1-8), BOUNDED ON THE EAST BY LANDS NOW OR FORMERLY OF YELLE (720/7 - 96 02-1-2.1); AND BOUNDED ON THE SOUTH BY SILVER HILL ROAD.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160

BEING A PART OF THE SAME PREMISES CONVEYED BY REPUBLIC STEEL CORPORATION, SUCCESSOR IN TITLE TO PROPERTY OF WITHERBEE SHERMAN CORPORATION, TO INTERNATIONAL PAPER COMPANY BY DEED DATED OCTOBER 16, 1973 AND RECORDED IN THE Essex County Clerk's Office December 12, 1973 IN BOOK 558, PAGE 46.

2) (TAX PARCEL #96.1-1-10)
(FORMER PARCEL #392)

ALL THAT PORTION OF Lot #3, Iron Ore Tract, situate in the Town of Moriah, County of Essex, State of New York, which is located on the south side of the Silver Hill Road more particularly described as being bounded on the north by said Silver Hill Road on the east by Lot #4 on the south by Lot #20 of the Small's Patent, on the west by Lot #7 of the Iron Ore Tract containing 53
ACRES MORE OR LESS

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF
DEEDS, PAGE 160.

BEING A PART OF THE SAME PREMISES CONVEYED BY REPUBLIC STEEL CORPORATION,
successor in title to property of Witherbee Sherman Corporation, to
INTERNATIONAL PAPER COMPANY BY DEED DATED OCTOBER 16, 1973 AND RECORDED IN THE
Essex County Clerk's Office December 12, 1973 in Book 558, Page 46.

PARCEL #18
TOWN OF MORIAH
IRON ORE TRACT- CHIPMUNK STREET PARCEL

1) (TAX PARCEL #96.1-1-12) (FORMER PARCEL #393)

ALL THAT PORTION OF Lot #20, SMALL'S PATENT SITUATED IN THE TOWN OF
Moriah, County of Essex, State of New York, more particularly described as follows:

BEGINNING AT A POINT IN THE SOUTHEAST CORNER OF SAID LOT #20, THENCE IN A
generally westerly direction along the south line of said Lot #20, a distance of
47.25 chains to a point, said southerly boundary of Lot #20 also is the center
line of Chipmonk Street, so called, thence in a generally northerly direction
along a line parallel to the easterly line of said Lot #20, a distance of
22.25 chains to a point, thence in a generally easterly direction along a line
parallel to the southerly line of Lot #20, a distance of 45.75 chains to a
point, thence in a generally southerly direction along the center line of a dirt
road south 18 east 4 chains to a point, thence due south 5 chains to a point,
thence south 8 degrees east, 4 chains to a point which point is on the easterly
line of said Lot #20; thence due south along the easterly line of said Lot #20
a distance of 10.25 chains to point or place of beginning, said lot herein
above conveyed contains 55 ACRES MORE OR LESS AND IS COMMONLY KNOWN AS THE McKee
Farm

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF
DEEDS, PAGE 160.

BEING A PART OF THE SAME PREMISES CONVEYED BY REPUBLIC STEEL CORPORATION,
successor in title to property of Witherbee Sherman Corporation, to
INTERNATIONAL PAPER COMPANY BY DEED DATED OCTOBER 16, 1973 AND RECORDED IN THE
Essex County Clerk's Office December 12, 1973 in Book 558, Page 46.

2) (TAX PARCEL #96.1-1-14)
(FORMER PARCEL #394)

ALL THAT PORTION OF Lot #20, SMALL'S PATENT SITUATE IN THE TOWN OF MORIAH,
COUNTY OF ESSEX, STATE OF NEW YORK, MORE PARTICULARLY DESCRIBED AND BOUNDED AS
FOLLOWS

PHASE II-III SCHEDULE A

PAGE 147
Located in the southwest corner of Lot #20, bounded on the south by the south line of said Lot #20, also being the center line of Chipmunk Street and on the west by the westerly line of Lot #20 and on the north by the center line of Lot #20 and on the east by the property now or formerly owned by John Mandy, said Lot containing 20 acres more or less and commonly referred to as the Ward Farm. Being a part of the same premises conveyed by deed recorded in Book 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Republic Steel Corporation, successor in title to property of Withbee Sherman Corporation, to International Paper Company by deed dated October 16, 1973 and recorded in the Essex County Clerk’s Office December 12, 1973 in Book 558, Page 46.

3) (TAX PARCEL #96.1-1-17) (FORMER PARCEL #395)
ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Moriah, County of Essex, and State of New York, bounded and described as follows:

BEGINNING in the northwest corner of said Lot #19, thence in an easterly direction along the northerly line of said Lot a distance of 12.48 chains to a point. Said north line of Lot #19 is also the center line of Chipmunk Street, so called, thence in a generally southerly direction along a line parallel to the westerly line of Lot #19 a distance of 40 87 chains to a point, thence in a generally westerly direction along a line parallel to the northerly bound of Lot #19 a distance of 12.48 chains to a point, thence in a generally northerly direction along the westerly line of Lot #19 a distance of 40 87 chains to the point and place of beginning. Said parcel containing 51 acres of land more or less and is commonly referred to as the McShane Farm.

Also, all that tract or parcel of land situate in the Town, County, and State aforesaid, and being part of Lot #396 of the Paradox Patent, bounded and described as follows:

Being an "L" shaped parcel of land in the northeast corner of said lot, bounded on the north by Chipmunk Street and the north lot line, bounded on the east by the parcel first described above, bounded on the south by Tax Map Parcel No 096 1-1-18, and bounded on the west by Tax Map Parcel No 096.1-1-22.1

Being a part of the same premises conveyed by deed recorded in Book 1220 of Deeds, page 160

Being a part of the same premises conveyed by Republic Steel Corporation, successor in title to property of Withbee Sherman Corporation, to International Paper Company by deed dated October 16, 1973 and recorded in the Essex County Clerk’s Office December 12, 1973 in Book 558, Page 46

4) (TAX PARCEL #96.1-1-27) PHASE II-III SCHEDULE A PAGE 148
(FORMER PARCEL #282)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Moriah, County of Essex and State of New York being the east part of Lot No. 425 of the Paradox Tract containing 35 acres of land more or less

Being a part of the same premises conveyed by Deed recorded in Book 1220 of Deeds, page 160.

Being a part of the same premises conveyed by Witherbee Sherman Corporation to International Paper Company by Deed dated November 24, 1965 and recorded in the Essex County Clerk's Office January 25, 1966 in Book 440, Page 263.

SECTION D
ESSEX 450
TRACT 5 (PART)

5) (TAX PARCEL #106-1-14.1)
(FORMER PARCEL #426)

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Moriah, County of Essex and State of New York, described as follows: A part of Lot #337, Paradox Tract, West Moriah, known as Joe Carter Place, bounded on the north by lands of Robert S. Olcott, on the east by highway, on the south by lands of Abial Fish and on the west by lands of Robert S. Olcott, assessed to Flora Olcott on the 1922 town assessment roll of the Town of Moriah, containing twelve (12) acres of land

Being a part of the same premises conveyed by Deed recorded in Book 1220 of Deeds, page 160.
Being a part of the same premises conveyed by George N. Weston to International Paper Company by Deed dated September 18, 1978 and recorded in the Essex County Clerk's Office September 19, 1978 in Book 668, Page 124.

PARCEL #19
IRON ORE TRACT - MUTTON HOLLOW PARCEL

1) (TAX PARCEL #106-1-29)
(FORMER PARCEL #36)

ALL THAT TRACT OR PARCEL OF LAND as conveyed by Earl Fish and Flossie Fish to Joseph Ginanni by Deed of the same dated March 28, 1927, and recorded in the Essex County Clerk's Office on March 30, 1927, in Liber 186 of Deeds at Page 181 and therein bounded and described as follows: Said tract located in Paradox Tract and known and described as the south half of Lot Three Hundred
THIRTY-SEVEN (337) WHICH SAID SOUTH HALF OF LOT THREE HUNDRED THIRTY-SEVEN (337) HEREBY CONVEYED IS BOUNDED ON THE NORTH BY THE NORTH HALF OF SAID LOT THREE HUNDRED THIRTY-SEVEN (337), ON THE EAST BY THE WEST LINE OF LEGGS PATENT; ON THE SOUTH BY LAND FORMERLY OCCUPIED BY WILLIAM CARTER; ON THE WEST BY THE WEST LINE OF SAID LOT THREE HUNDRED THIRTY-SEVEN (337) SUPPOSED TO CONTAIN EIGHT-TWO AND ONE-HALF (82½) ACRES OF LAND, TO BE THE SAME MORE OR LESS.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160.


2) (TAX PARCEL #106-1-30) (FORMER PARCEL #404)
ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF MORIAH, COUNTY OF ESSEX AND STATE OF NEW YORK BEING A PART OF LOT NO. 332 OF THE PARADOX TRACT BOUNDED AND DESCRIBED AS FOLLOWS:

ON THE NORTH, EAST AND WEST BY THE NORTH, EAST AND WEST LINES OF SAID LOT NO. 332, ON THE SOUTH BY A LINE PARALLEL TO THE NORTH LINE OF SAID LOT NO. 332 AND DISTANT ENOUGH THEREFROM TO DESCRIBED A PARCEL OF 50 ACRES.

BEING A RECTANGULAR PARCEL OFF THE NORTH END OF SAID LOT NO. 332

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160.

PARCEL #20
TOWN OF TICONDEROGA
TI- HAGUE TRACT- THOMPSON PARCEL

1) (TAX PARCEL #138 4-1-38) (FORMER PARCEL #9)
ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF TICONDEROGA, COUNTY OF ESSEX AND STATE OF NEW YORK AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: A MOUNTAIN LOT ON THE CHILSON ROAD SO-CALLED IN THE TOWN OF TICONDEROGA, ESSEX COUNTY, NEW YORK, CONTAINING SIXTY (60) ACRES OF LAND MORE OR LESS BOUNDED ON THE EAST BY COVELL, ON THE SOUTH BY MOORE, ON THE WEST BY LOCKE AND ON THE NORTH BY ELLIOTT

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN LIBER 1220 OF DEEDS, PAGE 160.

PHASE II-III SCHEDULE A PAGE 150
BEING A PART OF THE SAME PREMISES CONVEYED BY FRANCIS E. MALANEY TO
INTERNATIONAL PAPER COMPANY BY DEED DATED SEPTEMBER 24, 1957 AND RECORDED IN
THE ESSEX COUNTY CLERK'S OFFICE SEPTEMBER 26, 1957 IN BOOK 352, PAGE 450.

2) (TAX PARCEL #138.4-1-42)
(FORMER PARCEL #10)

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF TICONDEROGA,
COUNTY OF ESSEX AND STATE OF NEW YORK KNOWN AND DISTINGUISHED AS LOT NO. 6,
STEVENSON TRACT

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN LIBER 1220 OF
DEEDS, PAGE 160

BEING A PART OF THE SAME PREMISES CONVEYED BY REXFORD A. THOMPSON TO
INTERNATIONAL PAPER COMPANY BY DEED DATED JULY 22, 1964 AND RECORDED IN THE
ESSEX COUNTY CLERK'S OFFICE JULY 28, 1964 IN BOOK 423, PAGE 31.

3) (TAX PARCEL #138.4-1-44)
(FORMER PARCEL #323)

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF TICONDEROGA,
COUNTY OF ESSEX AND STATE OF NEW YORK, KNOWN AS LOT NUMBER SEVEN OF THE I.
STEVENSON PATENT, AND BOUNDED AS FOLLOWS, VIZ.: COMMENCING AT A STAKE AND
STONES IN THE N.E. CORNER OF LOT NUMBER SEVEN, THENCE RUNNING WESTERLY ALONG THE
NORTH BOUNDARY LINE OF THE SAID LOT TO THE NORTHWEST CORNER AND THENCE SOUTHERLY
ALONG THE WEST BOUNDARY LINE OF THE SAID LOT TO THE PATENT LINE OF SAID PATENT
BEING THE SOUTHWEST CORNER OF SAID LOT AND THE NORTHEAST CORNER OF THE COCKBURN
PATENT, THENCE EASTERLY ALONG SAID PATENT LINE TO THE SOUTHEAST CORNER OF SAID
LOT; THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT TO THE PLACE OF BEGINNING.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN LIBER 1220 OF
DEEDS, PAGE 160

BEING A PART OF THE SAME PREMISES CONVEYED BY TICONDEROGA PULP AND PAPER COMPANY
TO AMERICAN REALTY COMPANY BY DEED DATED DECEMBER 29, 1934 AND RECORDED IN THE
ESSEX COUNTY CLERK'S OFFICE APRIL 23, 1935 IN BOOK 210, PAGE 441.

4) (TAX PARCEL # 138.4-1-45)
(Former Parcel # 402)

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF TICONDEROGA, COUNTY OF ESSEX, AND STATE OF NEW YORK, KNOWN AND
DESCRIBED AS BEING THE NORTH PORTION OF LOT # 4 OF THE BACHE
PATENT, BEING BOUNDED ON THE NORTH BY THE DIVISION LINE BETWEEN THE
STEVENSON PATENT TO THE NORTH AND THE BACHE PATENT TO THE SOUTH,
SAID LINE ALSO BEING PART OF THE SOUTH BOUNDARY LINES OF LOT # 9
AND 7 OF SAID STEVENSON PATENT, BOUNDED ON THE WEST BY PART OF LOT

PHASE II-III SCHEDULE A PAGE 151
# 5 OF SAID BACHE PATENT, ON THE EAST BY PART OF LOT # 3 OF THE BACHE PATENT, AND ON THE SOUTH BY A PARCEL OF LAND NOW OR FORMERLY OWNED BY JOHN A. HUESTIS WHICH IS KNOWN AS TAX PARCEL # 138.4-1-16 ON ESSEX COUNTY REAL PROPERTY TAX MAPS.

BEING PART OF THE PREMISES CONVEYED BY DEED Recorded on AUGUST 19, 1999 IN LIBER 1220 OF DEEDS, PAGE 160

SECTION E
ESSEX 451
TRACT 6 (PART)

1) (TAX PARCEL #138 4-1-49)
(FORMER PARCEL #153)

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE TOWN OF TICONDEROGA, COUNTY OF ESSEX AND STATE OF NEW YORK AND BEING A PART OF LOT NO 9, STEVENSON PATENT, AND MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS.

BEGINNING AT AN IRON PIN DRIVEN INTO THE GROUND AT THE NORTEASTERLY CORNER OF THE LAND REPUTEDLY OWNED BY CHARLES MOORE, SAID POINT OF BEGINNING BEING IN THE SOUTHERLY LINE OF LOT NO 10 STEVENSON PATENT; RUNNING THENCE SOUTH 83 DEGREES 30 MINUTES EAST ALONG THE SOUTHERLY LINE OF LOT NO 10 STEVENSON PATENT A DISTANCE OF 1274.2 FEET MORE OR LESS TO A STAKE AND STONES MARKED 9, 10, 7;
RUNNING THENCE SOUTH 6 DEGREES 00 MINUTES WEST ALONG THE EASTERLY LINE OF LOT NO 7 STEVENSON PATENT A DISTANCE OF 1178.5 FEET TO A STAKE AND STONES;
RUNNING THENCE NORTH 83 DEGREES 30 MINUTES WEST ALONG A LINE OF MARKED TREES A DISTANCE OF 1538.2 FEET TO A STAKE AND STONES;
RUNNING THENCE NORTH 6 DEGREES 00 MINUTES EAST A DISTANCE OF 848.5 FEET TO AN IRON PIPE DRIVEN INTO THE GROUND AT THE SOUTHWESTERLY CORNER OF LANDS REPUTEDLY OWNED BY THE SAID CHARLES MOORE;
RUNNING THENCE EASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 16 RODS TO AN IRON PIN DRIVEN INTO THE GROUND; RUNNING THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 20 RODS TO THE POINT OR PLACE OF BEGINNING

EXCEPTING AND RESERVING HOWEVER, ALL THAT CERTAIN SPRING OF WATER DESCRIBED AS FOLLOWS IN A DEED DATED OCTOBER 26, 19__ FROM ABEL MOORE AND MABEL MOORE, HIS WIFE TO FRED HUNSDON, AND RECORDED IN THE ESSEX COUNTY CLERK'S OFFICE ON MAY 27, 1952 IN LIBER 297 OF DEEDS AT PAGE 56:

PRIVILEGE OF TAKING AND PIPING WATER FROM THE SAID SPRING ACROSS THE LANDS OF THE
SAID ABEL MOORE TO THE LANDS OF SAID FRED HUNSDON."

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED Recorder IN BOOK 1220 OF
DEEDS, PAGE 160

BEING A PART OF THE SAME PREMISES CONVEYED BY NINA B JOHNSON, HELEN STOWELL
AND ELIZABETH ARMSTRONG, THE ONLY HEIRS AT LAW AND NEXT OF KIN OF ABEL MOORE,
deceased, to INTERNATIONAL PAPER COMPANY BY DEED DATED APRIL 25, 1957 AND
RECORDED IN THE ESSEX COUNTY CLERK’S OFFICE APRIL 29, 1957 IN BOOK 347, PAGE
282

PARCEL #21
TOWN OF TICONDEROGA
TI- HAGUE TRACT- CANFIELD ROAD PARCEL

1) (TAX PARCEL #149-1-18)
(FORMER PARCEL #358)

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF TICONDEROGA,
COUNTY OF ESSEX AND STATE OF NEW YORK, KNOWN AND DISTINGUISHED ON A MAP OF
SUNNENVALE BY LOT NUMBER ONE HUNDRED AND THIRTY-NINE (139) CONTAINING ONE
HUNDRED AND TEN ACRES MORE OR LESS.

TOGETHER WITH A RIGHT OF WAY CONTAINED IN DEED FROM FRANK ARMSTRONG AND MARY F.
ARMSTRONG, HIS WIFE, TO INTERNATIONAL PAPER COMPANY BY DEED DATED NOVEMBER 30,
1971 AND RECORDED IN THE ESSEX COUNTY CLERK’S OFFICE DECEMBER 8, 1971 IN BOOK
506, PAGE 357

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED Recorder IN BOOK 1220 OF
DEEDS, PAGE 160

BEING THE SAME PREMISES CONVEYED BY FORREST J SHEPPARD AND HUGH G SHEPPARD
TO INTERNATIONAL PAPER COMPANY BY DEED DATED SEPTEMBER 7, 1972 AND RECORDED IN

BEING A PART OF THE SAME PREMISES CONVEYED BY FRANK ARMSTRONG AND MARY F.
ARMSTRONG, HIS WIFE, TO INTERNATIONAL PAPER COMPANY BY DEED DATED NOVEMBER 30,
1971 AND RECORDED IN THE ESSEX COUNTY CLERK’S OFFICE DECEMBER 8, 1971 IN BOOK
506, PAGE 357

2) (TAX PARCEL #149-1-19)
(FORMER PARCEL #17)

ALL THAT TRACT, PIECE OR PARCEL OF LAND, SITUATE IN THE TOWN OF
TICONDEROGA, COUNTY OF ESSEX AND KNOWN AS LOT 140 SUNNENVALE TRACT, CHILSON
MOUNTAIN LOT BOUNDED ON THE NORTH BY TREADWAY, EAST BY INTERNATIONAL PAPER
COMPANY, SOUTH BY STATE AND SHEPPARD, WEST BY ARMSTRONG, CONTAINING 92.6 ACRES
OF LAND MORE OR LESS

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED Recorder IN LIBER 1220 OF

PHASE II-III SCHEDULE A PAGE 153
BEING A PART OF THE SAME PREMISES CONVEYED BY GRANT THATCHER TO INTERNATIONAL PAPER COMPANY BY DEED DATED AUGUST 29, 1965 AND RECORDED IN THE ESSEX COUNTY CLERK'S OFFICE AUGUST 30, 1966 IN BOOK 446, PAGE 543.

3) (TAX PARCEL #149-1-20)
(FORMER PARCEL #324)

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF TICONDEROGA, COUNTY OF ESSEX AND STATE OF NEW YORK, KNOWN AND DISTINGUISHED AS LOT No. 141 OF THE COCKBURN PATENT, SO CALLED AND IS BOUNDED AS FOLLOWS, TO WIT: BEGINNING AT A STAKE AND STONES IN THE SOUTH LINE OF LANDS FORMERLY OWNED BY EDWARD ELLICE; THENCE NORTH TO KERBY PATENT, SO CALLED TO A STAKE AND STONES; THENCE WESTERLY TO A POPLAR TREE MARKED H.B.; THENCE SOUTHERLY TO THE PLACE OF BEGINNING.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN LIBER 1220 OF DEEDS, PAGE 160

BEING A PART OF THE SAME PREMISES CONVEYED BY TICONDEROGA PULP AND PAPER COMPANY TO AMERICAN REALTY COMPANY BY DEED DATED DECEMBER 29, 1934 AND RECORDED IN THE ESSEX COUNTY CLERK'S OFFICE APRIL 23, 1935 IN BOOK 210, PAGE 441.

4) (TAX PARCEL #149-1-28)
(FORMER PARCEL #23)

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF TICONDEROGA, COUNTY OF ESSEX AND STATE OF NEW YORK AND LOCATED IN THE "CALDWELL, COCHRANE & MCCULLAN OR MCCLANAN PATENT OR ELLIS TRACT" AND KNOWN, MENTIONED AND DESCRIBED IN SAID PATENT OR TRACT AS LOT ONE HUNDRED AND SIXTY-FIVE (165) AND CONTAINING NINETY-SEVEN (97) ACRES MORE OR LESS.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160


5) (TAX PARCEL #149-1-29)
(FORMER PARCEL #24)

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF TICONDEROGA, COUNTY OF ESSEX AND STATE OF NEW YORK AND LOCATED IN THE "CALDWELL, COCHRANE & MCCULLAN OR MCCLANAN PATENT OR ELLIS TRACT" AND KNOWN, MENTIONED AND DESCRIBED IN SAID PATENT OR TRACT AS LOT NUMBERED (166) ONE HUNDRED AND SIXTY-SIX CONTAINING NINETY THREE ACRES (93) MORE OR LESS SITUATED IN SAID PATENT OR TRACT

PHASE II-III SCHEDULE A PAGE 154
BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF
DEEDS, PAGE 160.

BEING A PART OF THE SAME PREMISES CONVEYED BY FORREST J. SHEPPARD AND HUGH G.
SHEPPARD TO INTERNATIONAL PAPER COMPANY BY DEED DATED AUGUST 29, 1966 AND
RECORDED IN THE ESSEX COUNTY CLERK’S OFFICE SEPTEMBER 2, 1966 IN BOOK 447, PAGE 34.

6) (TAX PARCEL #149-1-30)
(FORMER PARCEL #25)

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, SITUATE, LYING AND BEING IN
THE TOWN OF TICONDEROGA, COUNTY OF ESSEX AND STATE OF NEW YORK AND LOCATED IN
THE "CALDWELL, COCHRANE & McCLELLAN OR McCLELLAN PATENT OR ELLIS TRACT" AND
KNOWN, MENTIONED AND DESCRIBED IN SAID PATENT OR TRACT AS LOT ONE HUNDRED AND
RIGHTY-ONE (181) CONTAINING ONE HUNDRED ACRES (100) MORE OR LESS.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF
DEEDS, PAGE 160.

BEING A PART OF THE SAME PREMISES CONVEYED BY FORREST J. SHEPPARD AND HUGH G.
SHEPPARD TO INTERNATIONAL PAPER COMPANY BY DEED DATED AUGUST 29, 1966 AND
RECORDED IN THE ESSEX COUNTY CLERK’S OFFICE SEPTEMBER 2, 1966 IN BOOK 447, PAGE 34.

PARCEL #22
TOWN OF TICONDEROGA
TJ-HAGUE TRACT - HARGETT PARCEL

1) (TAX PARCEL #149-1-21)
(FORMER PARCEL #18)

ALL THAT TRACT OR PARCEL OF LAND, SITUATE THE TOWN OF TICONDEROGA, COUNTY
OF ESSEX AND STATE OF NEW YORK, KNOWN AND DISTINGUISHED AS THE EAST HALF OF LOT
NO. 142 IN THE COCKBURN PATENT SO-CALLED ALSO KNOWN AS THE SUMNERVALE TRACT
CONTAINING 50 ACRES OF LAND MORE OR LESS.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN LIBER 1220 OF
DEEDS, PAGE 160.

BEING A PART OF THE SAME PREMISES CONVEYED BY ROLLIN E. CLARK TO INTERNATIONAL
PAPER COMPANY BY DEED DATED AUGUST 31, 1960 AND RECORDED IN THE ESSEX COUNTY
CLERK’S OFFICE SEPTEMBER 15, 1960 IN BOOK 382, PAGE 390.

2) (TAX PARCEL #149-1-22)
(FORMER PARCEL #19)

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING
PHASE II-III  SCHEDULE A  PAGE 155
IN THE TOWN OF TICONDEROGA, COUNTY OF ESSEX AND STATE OF NEW YORK, KNOWN AND
DISTINGUISHED AS LOT NUMBER 143, SUMNERVALE TRACT, WHICH LOT IS MORE
PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT

BEGINNING, AT THE NORTH EAST CORNER OF LOT NO. 142 A STAKE 10 LINKS NORTH
EASTERLY FROM A SPRUCE TREE CORNERED AND MARKED 142 AND 143 AND RUN THENCE
ALONG THE MARKED LINE NORTH 88° 27' EAST 23 CHAINS AND 40 LINKS TO A LARGE
BEACH TREE MARKED 143, 144, THENCE SOUTH 1° 33' EAST 49 CHAINS 75 LINKS TO
THE SOUTH BOUNDS OF THE TRACT A STAKE AND STONES ON THE TOP OF THE MOUNTAIN;
THENCE SOUTH 88° 27' WEST 22 CHAINS AND 80 LINKS TO THE SOUTH EAST CORNER OF
SAID LOT NO. 142 TO A SPRUCE TREE MARKED 142, 143, THENCE NORTH 1° 33' WEST
49 CHAINS 85 LINKS TO THE PLACE OF BEGINNING, CONTAINING 115 ACRES OF LAND MORE
OR LESS

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN LIBER 1220 OF
DEEDS, PAGE 160.

BEING A PART OF THE SAME PREMISES CONVEYED BY CLAUDE PETERS AND MARY WOODS TO
INTERNATIONAL PAPER COMPANY BY DEED DATED NOVEMBER 6, 1958 AND RECORDED IN THE
ESSEX COUNTY CLERK'S OFFICE NOVEMBER 7, 1958 IN BOOK 364, PAGE 133.

PARCEL #23
TOWN OF TICONDEROGA
TI-HAGUE TRACT - BALD LEDGE PARCEL

1) (TAX PARCEL #149-1-37)
(FORMER PARCEL #428)

ALL THAT CERTAIN LOT OF LAND, SITUATE IN THE TOWN OF TICONDEROGA, IN THE
COUNTY OF ESSEX AND STATE OF NEW YORK, KNOWN AND DISTINGUISHED AS LOT NUMBER
(6L ) SIX L. OF LARABEE'S SURVEY OF A LARGE TRACT KNOWN AS THE ELLICE TRACT;
SITUATE IN THE COUNTIES OF ESSEX AND WARREN, CONTAINING 100 ACRES OF LAND AND
BEING KNOWN AS THE DANIEL A. BURNS FARM.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF
DEEDS, PAGE 160

BEING A PART OF THE SAME PREMISES CONVEYED BY JAMES A. MCGINLEY TO
INTERNATIONAL PAPER COMPANY BY DEED DATED NOVEMBER 11, 1960 AND RECORDED IN THE
ESSEX COUNTY CLERK'S OFFICE NOVEMBER 14, 1960 IN BOOK 384, PAGE 423.

2) (TAX PARCEL #149-1-38)
(FORMER PARCEL #405)

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF TICONDEROGA, COUNTY OF
ESSEX AND STATE OF NEW YORK, BEING KNOWN AND DISTINGUISHED AS PART OF THE WEST
TRACT OF EDWARD ELLICE AND BOUNDED AS FOLLOWS, VIZ

BEGINNING AT THE NORTHEAST CORNER OF LOT NO. 7G OF ELLICE'S PATENT IN SAID
TOWN OF TICONDEROGA, RUNNING THENCE WEST 160 RODS TO A BLAZED TREE; THENCE

PHASE II-III SCHEDULE A PAGE 156
SOUTH 100 RODS TO A BLAZED TREE BEING ALSO THE NORTHWEST CORNER OF LANDS FORMERLY OWNED BY DANIEL A. BURNS; THENCE EAST 160 RODS TO A STAKE AND STONES; AND THENCE NORTH 100 RODS TO THE PLACE OF BEGINNING, CONTAINING APPROXIMATELY 100 ACRES OF LAND, AND BEING BOUNDED ON THE NORTH BY SHATTUCK, ON THE EAST BY CATLIN, ON THE SOUTH BY LOT NO. 6F, AND ON THE WEST BY THE STATE OF NEW YORK AND INTERNATIONAL PAPER COMPANY.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160.

3) (TAX PARCEL #149-1-39)
(FORMER PARCEL #406)

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF TICONDEROGA, COUNTY OF ESSEX AND STATE OF NEW YORK, KNOWN AND DISTINGUISHED AS PART OF THE LARGE TRACT OF EDWARD ELLICE, AND BOUNDED AS FOLLOWS, TO-WIT:

BEGINNING AT THE NORTHEAST CORNER OF LOT NO. 7G AND RUNNING THENCE NORTH 37° 40' EAST 26 CHAINS; THENCE SOUTH 52° 20' EAST 40 CHAINS TO THE NORTHEAST CORNER OF LOT NO. 35; THENCE ALONG THE WEST LINE OF SAID LOT NO. 35, TWENTY-FIVE CHAINS TO THE SOUTHEAST CORNER OF LOT NO. 7G; THENCE ALONG THE NORTHERLY LINE OF LOT NO. 7G FORTY CHAINS TO THE PLACE OF BEGINNING; BEING BOUNDED ON THE NORTH AND WEST BY THE STATE OF NEW YORK, ON THE EAST BY LOT NO. 35, AND ON THE SOUTH BY LOT NO. 7G.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160.

4) (TAX PARCEL #149-1-40)
(FORMER PARCEL #34)

ALL THAT TRACT OR PARCEL OF LAND SITUATED IN THE TOWN OF TICONDEROGA, ESSEX COUNTY, NEW YORK, SHOWN ON A MAP ENTITLED "MAP SHOWING PROPERTY OF LOST POND CLUB, INC SITUATE IN TICONDEROGA, ESSEX COUNTY, N.Y., SURVEYED AND MONUMENTED BY MORTIMER Y FERRIS CIVIL ENGINEER, TICONDEROGA, N.Y., JANUARY 1925" AS "F. SHATTUCK", BEING BOUNDED ON SAID MAP AS FOLLOWS: ON THE NORTH BY A 71 3 ACRE LOT OF THE LOST POND CLUB; ON THE WEST BY "BASCOM LOT"; ON THE SOUTH BY LOTS OF F.S DELANO (6L) AND H. RICHMOND (7C), AND ON THE EAST BY MOORE GORE AND LOT 195 OF THE HAYFORD ESTATE.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160.


5) (TAX PARCEL #149-1-41)
(FORMER PARCEL #21)

PHASE II-III SCHEDULE A PAGE 157
ALL THAT TRACT, PIECE OR PARCEL OF LAND, SITUATE IN THE TOWN OF TICONDEROGA, COUNTY OF ESSEX, AND STATE OF NEW YORK, AND DESCRIBED AS FOLLOWS: KNOWN AS LEWIS GORE, MOUNTAIN LOT, SOUTH TICONDEROGA, BOUNDED NORTH BY SHATTUCK, EAST BY STATE; SOUTH BY SHATTUCK AND WEST BY STATE, AS ASSESSED TO FLAVIUS WELLS ESTATE ON THE 1938 TOWN ASSESSMENT ROLL OF THE TOWN OF TICONDEROGA, CONTAINING ONE HUNDRED (100) ACRES, MORE OR LESS.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160.


PARCEL #24
TOWN OF TICONDEROGA
TI-HAGUE TRACT - THREE BROTHERS PARCEL

1) (TAX PARCEL #150.1-1-2)
(FORMER PARCEL #20)

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF TICONDEROGA, COUNTY OF ESSEX AND STATE OF NEW YORK, KNOWN AND DISTINGUISHED AS ALL THAT PART OF LOT NO. 145 IN THE SUMNERVALE TRACT LYING AND BEING ON THE EASTERLY SIDE OF THE HIGHWAY KNOWN AS THE "BULLROCK ROAD" WHICH SAID ROAD INTERSECTS THE SAID LOT NO. 145 FROM THE NORTHERLY TO THE SOUTHERLY BOUNDARY LINE THEREOF.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN BOOK 1220 OF DEEDS, PAGE 160.


2) (TAX PARCEL #150.1-1-3)
(FORMER PARCEL #325)

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE TOWN OF TICONDEROGA, COUNTY OF ESSEX AND STATE OF NEW YORK, IN THE SUMNERVALE PATENT, KNOWN AS THE SOUTH END OF LOT NO. ONE HUNDRED AND FORTY SIX (146) SUPPOSED TO CONTAIN FOURTY SEVEN AND ONE HALF ACRES (47 ½) BE THE SAME MORE OR LESS.

BEING A PART OF THE SAME PREMISES CONVEYED BY DEED RECORDED IN LIBER 1220 OF DEEDS, PAGE 160.

BEING A PART OF THE SAME PREMISES CONVEYED BY TICONDEROGA PULP AND PAPER COMPANY TO AMERICAN REALTY COMPANY BY DEED DATED DECEMBER 29, 1934 AND RECORDED IN THE ESSEX COUNTY CLERK'S OFFICE APRIL 23, 1935 IN BOOK 210, PAGE 441.

PHASE II-III
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