Franklin County

BARGAIN AND SALE DEED WITH COVENANT

THIS DEED, made the 30th day of June, 1999 between **THE CONSERVATION FUND**, a not-for-profit corporation organized under the laws of the State of Maryland, having a business address at 1800 North Kent Street, Arlington, Virginia 22209, Grantor, and **HEARTWOOD FORESTLAND FUND III, L.P.**, a North Carolina limited partnership, having a business address at 1512 East Franklin Street, Suite 104, Chapel Hill, North Carolina 27514, Grantee.

WITNESSETH, that Grantor, in consideration of Ten Dollars ($10.00) and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, its successors and assigns forever, ALL those certain plots, pieces or parcels of land, with the improvements thereon, situate, lying and being in the County of Franklin, State of New York, described in Exhibit "A" attached hereto and made a part hereof (the "Premises").

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said premises;

TOGETHER with all the right, title and interest, if any, of the Grantor in and to all streets, lanes, roads, and rights of way traversing or adjoining the premises herein above described, and the ponds, marshes, rivers, waters and lands under water located in or upon the above described premises, and all littoral, riparian and shore rights in any wise pertaining or belonging thereto.

TOGETHER with all right, title and interest, if any, of the Grantor in and to any strips and gores between the above described parcels and adjoining owners on the north, south, east and west, other than Grantor.

RESERVING unto Grantor, its successors and assigns, for the benefit of the New York State Lands (as hereinafter defined), (i) a permanent easement extending 50 feet on either side of the centerline of those roads depicted as "Permanent Easement" on the that certain map containing 9 sheets, filed in the Franklin County Clerk's Office on June 28, 1999 as Instrument No. 166., 1662, 1663, 1664, 1665, 1666, 1667, 1668 and 1669, entitled "Map showing a portion of Lands of Champion International Corporation "The Northern Flow Rivers" designated as Project: Franklin 231 A & B", dated June 23 and 24, 1999, by Robert A. Morrell, LLS, containing nine sheets, and filed in the Department of Environmental

Conservation in Albany, New York, as Map No. 11,534 (hereinafter, the "Project Map"), and (ii) a permanent easement extending 50 feet from the centerline toward the Premises for roads serving as boundaries between the Premises and adjoining lands conveyed by Grantor to The People of the State of New York, acting by and through the Commissioner of Environmental Conservation of the State of New York by that certain Deed dated of even date herewith (the "New York State Lands").

CONVEYING to the Grantee, for the benefit of the Premises, a permanent easement 50 feet in width from the centerline of roads that serve as any of the boundaries between the Premises and the New York State Lands extending from the centerline into the New York State Lands.

The aforementioned easement rights shall be governed by the following terms:

The permanent easements shall be for ingress and egress and to advance the forestry, recreational and administrative purposes set forth in (i) that certain Conservation Easement from Grantor to The People of the State of New York, dated of even date herewith and intended to be recorded in the Franklin County Clerk's Office simultaneously herewith, and (ii) APA Permit 98-313. The easements shall be over a strip of land 50 feet from the centerline of the existing road and the portion within 25 feet of the centerline shall include but not be limited to the listed rights herein and the use of the area from 25-50 feet from the centerline shall be limited to the following listed rights: the right of maintenance, drainage, slopes, ditching, cutting and other work required to safely maintain the roadway.

Each party at its sole expense may maintain, repair, correct, replace, upgrade or otherwise improve those roads, trails or bridges over which it has the right of use subject to this provision. The owner of the New York State Lands, for the benefit of the Premises, shall have the duty and responsibility to repair and correct at its expense, subject to availability of funds, damages to those portions of the roads and trails to which it and the public have the right of use caused either by the public's recreational use of the property or directly by the owner of the New York State Lands, its invitees, guests, officers, employees, agents, and contractors. If funding is not available for such work, the owner of the New York State Lands shall provide reasonable alternative access to Grantee in furtherance of its forestry activities. The owner of the Premises, for the benefit of the New York State Lands, shall have the duty and responsibility to repair and correct at its expense damages caused to these roads and trails by the owner of the Premises, its invitees, licensees, guests, lessees, officers, employees, agents and contractors.

The property described above does not constitute all or substantially all of the assets of the Grantor.

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, its successors and assigns forever.

This conveyance is made subject to the following exceptions to the extent they remain enforceable and affect the Premises:

1) all reservations, covenants, restrictions and other matters of record;

2) powerline and waterline easements;

3) matters not of record that would be disclosed by a survey or physical inspection of the premises;

4) existing mineral reservations, conveyances and oil and gas leases;

5) existing zoning regulations;

6) The above described conveyance is subject to the terms of a Tri-Partite Agreement between Grantor, Grantee and The People of the State of New York dated of even date herewith and intended to be filed in the Franklin County Clerk's Office simultaneously herewith, and

7) that certain Conservation Easement from Grantor to The People of the State of New York dated of even date herewith and intended to be recorded in the Franklin County Clerk's Office simultaneously herewith.

AND the Grantor covenants that the Grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid, and

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

IN WITNESS WHEREOF, the Grantor has duly executed this deed the day and year first above written.

THE CONSERVATION FUND

By: _____
Name: _____
Its: Sr. V.P.

STATE OF New York)
) SS.:
COUNTY OF Albany)

On the 30th day of June in the year 1999, before me, the undersigned, a Notary Public in and for said state, personally appeared Richard L. Erdmann, 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 which the individual acted, executed the instrument.

_____
Notary Public
My Commission Expires 6/26/2001

KONRAD B. LANGLIE
Notary Public, State of New York
No. 02LA5045621
Qualified in Rensselaer County
Commission Expires June 26, 2001

RECORD AND RETURN TO:

Sutherland, Asbill & Brennan LLP
999 Peachtree Street, NE
Atlanta, Georgia 30309-3996
Attention: Victor P. Haley

EXHIBIT A - FRANKLIN COUNTY

PARCEL ONE (Liber 109, cp 120, First Parcel)

All that certain tract or parcel of land, situate, lying and being in the Town of Waverly, in the County of Franklin, and State of New York, being part of the Township No. 10, Great Tract No. 1, of Macomb's Purchase, and particularly described as follows viz:

All that certain tract or parcel of land, situate in said Town of Waverly, being part of lots four (4) and five (5), Beginning in the centre of said St. Regis River at its intersection with the south line of said lot No. five (5), and running thence westerly along the south line of said lot No. five (5) and four (4), to the southeast corner of land deeded Louis Bouchard March 18th 1899; thence northerly along Bouchard's east line and the northerly projection thereof to the centre of the St. Regis River; thence up the centre of said River as it winds and turns to the place of beginning containing 145 acres of land more or less.

Excepting and reserving twenty-eight and seventeen one hundredths (28.17) acres under contract to V.E. Hall and A.E. Griffin described as follows: Beginning at the corner of lots four (4) five (5) eleven (11) and twelve (12) of said Township and running thence north 86° west ten (10) chains to the northwest corner of the W.W. Cronk lot; thence north 4° east two and sixty-seven hundredths (2.67) chains to the south boundary line of said Railroad right-of-way; thence north 76° 45' east twenty-six and twenty-three hundredths (26.23) chains; thence south 67° 45' east six and fifty-seven-hundredths (6.57) chains; thence south 44° east ten and ninety-six hundredths (10.96) chains; thence south 81° east seven and fifty-four hundredths (7.54) chains; thence south 80° east two and fifty hundredths (2.50) chains to a post set in the line between lots Nos. 5 and 12, the same being fifty feet from the centre of said Railroad; thence north 86° west forty and twenty hundredths (40.20) chains along said lot line to the place of beginning.

PARCEL TWO (Liber 109, cp 120, Second Parcel)

Also conveying all that certain other piece of parcel of land, situate in said Town of Waverly being part of said Great Lot No. four (4) Beginning at the south-west corner of the John Fleming lot in the centre of said St. Regis River, and running thence north 4° east, one and eighty-five-hundredths (1.85) chains to the south bounds of the Everton Railroad right of way; thence south 56° east, seven and forty three one-hundredths (7.43) chains along said right-of-way; thence south 76° 10' east five and sixty hundredths (5.60) chains to the east line of said Fleming lot; thence south 4° west, nine and nine hundredths (9.09) chains to the south-east corner of said Fleming lot in the centre of said River; thence down the centre of said River south 80° west, two and forty-eight hundredths (2.48) chains, south 78° west two (2) chains south 80° west, one and twenty-three hundredths (1.23) chains; north 88° west two (2) chains; north 70° west one and seventy hundredths (1.70) chains; north three (3) chains; north 22° west three (3) chains north 15° west, two (2) chains to the place of beginning containing about fourteen and eight-tenths (14.8) acres of land.

PARCEL THREE (Liber 109, cp 120, Third Parcel)

Also all that certain other piece or parcel of land, situate in said Town of Waverly, being part of said lot No. Four (4) Beginning in the south line of the right of way of the said Everton R.R. at its intersection with the west line of land deeded William P. Conger, September 7th 1890, thence south 3° west, one and eighteen hundredths (1.18) chains along said Conger line to the centre of the said St. Regis River; thence down the centre of said River, south 67° west, nine (9) chains, north 45° west, two (2) chains south 40° west, two and twenty-five hundredths (2.25) chains south 72° west, one and sixty hundredths (1.60) chains north 74° west, one and fifty hundredths (1.50) chains north, 86° west, two (2) chains, north 15° west two (2) chains; south 86° west, four (4) chains to the south, east corner of the said John Fleming lot, thence north, 4° east one hundred and fifty-five hundredths (1.55) chains along the east line of said Fleming lot, thence north 61° 50' east twelve and fifteen hundredths (12.15) chains to the north bounds of said Everton R.R. right of way thence north, 85° 45' east along said right of way eleven (11) chains to the place of beginning containing seven and one-half (7½) acres of land more or less.

PARCEL FOUR (Liber 109, cp 120, Fourth Parcel)

Also all that certain other piece or parcel of land situate in said Town of Waverly being part of said lot No. five (5). Beginning in the centre of said St. Regis River, at the south-west corner of land deeded Peck Curtiss and Shanley, October 28th 1886, and running thence north east along the west line of said deeded land to the south line of said Everton R.R. right of way, thence westerly thirty-three and fifty-hundredths (33.50) chains along said right of way, thence south 3° west to the centre of said River, thence south-easterly up the centre of said River on the north line of land deeded to McNeil September 8, 1883 thirty-nine and forty hundredths (39.40) chains to the place of beginning, containing twenty-two (22) acres more of less.

PARCEL FIVE (Liber 109, cp 120, Fifth Parcel)

Also all that certain other piece or parcel of land, situate in said Town of Waverly, being part of lot twelve (12) in said Township No. 10, Beginning in the centre of said St. Regis River at the north east corner of two hundred and nine (209) acres deeded to Edward Spaulding, February 16th, 1867, and running thence north 87° west five hundred and seventeen (517) feet; to the easterly line of the said right of way occupied by the said NY&ORR Co.; thence north 20° 30' west three hundred and fifteen and five tenths (315.5) feet, north 48° 15' west seven hundred and fifty-eight (758) feet; north 56° 40' west, six hundred and six (606) feet along the said right of way to the north line of said lot No. 12; thence south, 87° east, nine hundred and seventy-three (973) feet along said north line to the centre of said River; thence up the centre of said River south 56° 40' east eighty (80) feet, south 66° 40' east, three hundred and eighty-five (385) feet, south, 17° 40' east two hundred and thirty (230) feet, north, 71° 20' east two hundred and thirteen (213) feet, south 46° 45' east, one hundred and fifty (150) feet, south 4° east, one hundred and eighty

(180) feet; south, 15° west, three hundred and forty-five (345) feet; south 21° 26' west, three hundred and forty-five (345) feet to the place of beginning, containing twenty-three and thirty-eight hundredths (23.38) acres of land more in less.

PARCEL SIX (Liber 109, cp 120, Sixth Parcel)

Also all that certain other piece or parcel of land, situate, in said Town of Waverly, being part of Great lot No. 27, in said Township No. 10, Beginning at the north east corner of said lot and running thence south 3° west one and seventy-five hundreds (1.75) chains to the northerly boundary of said N.Y.&O. Right of way; thence along the said northerly boundary westerly thirty-three (33) chains; thence north 3° west, eight and twelve hundredths (8.12) chains to the north line of said lot No. 27; thence easterly along said north line, thirty-one and fifty hundredths (31.50) chains to the place of beginning containing about twenty acres.

PARCEL SEVEN (Liber 109, cp 120, Seventh Parcel)

Also all that certain other piece or parcel of land, situate in said Town of Waverly being part of Great Lots Nos. 20 and 27 of said Township No. 10, Beginning at a point in the west line of lot No. 20, at its intersection with the northern boundary of said NY&O. right of way and running thence north 4° 30' east, ten and fifty one hundredths (10.50) chains along said west line of said lot No. 20 to the centre of said River; thence up along the centre of said River south 85° 50' east, six and thirty-five hundredths (6.35) chains; south 45° 20' east, fourteen and fifty-seven hundredths (14.57) chains; south 76° 45' east, eight and two-tenths (8.2) chains; north, 72° 30' east, three and twenty-three hundredths (3.23) chains, north 14° east, five and eighty-six hundredths (5.86) chains north 39° 20' west five and sixty-nine hundredths (5.69) chains; north 47° 30' east, three and two hundredths (3.02) chains, south, 73° 10' east four and thirteen hundredths (4.13) chains, south, 51° 45' east, fifteen and forty-nine hundredths (15.49) chains south 37° 10' east, eight and fourteen hundredths (8.14) chains to a point north, 4° 30' east and one and seventy hundredths (1.70) chains from a birch tree between (14) inches in diameter on the south bank of said River; thence south 4° west, twenty-four and sixty-six hundredths (24.66) chains to a cedar post in the north bounds of said N.Y.&O. right of way; thence westerly along the said northerly bounds of said R.R. right of way fifty-eight (58) chains to the place of beginning, containing one hundred and ten and eighty-six hundredths (110.86) acres of land more or less.

Excepting and reserving from all above mentioned parcel of land in lots 4,5,12,20 and 27, Township ten (10) the right to use the waters of the St. Regis River for lumbering purposes, and for purposes of maintaining or increasing the water power at St. Regis Falls, and all those rights and privileges known as flowage rights.

PARCEL EIGHT (Liber 109, cp 120, Eighth Parcel)

All that part of Great Lots Nos. 34,35,41,42,48 and 49, and bounded as follows viz: Beginning at the south east corner of said lot No. 49, and running thence north two hundred and thirty-five and ninety hundredths (235.90) chains on the east line of lots 49, 42 and 35 to the north-east corner of lot 35, thence west on the north line of lot 35 seventeen (17) chains to the Dimick Lot, thence south along said Dimick lot, forty-seven and sixty-five hundredths (47.65) chains west thirty-five and twenty-three hundredths (35.23) chains to the east line of land deeded to E.P. Dimick in 1881; thence south on the bounds of said deeded land fifteen and fifty hundredths (15.50) chains to the south-east corner thereof; thence west, eighteen (18) chains and north eight (8) chains to land deeded S.R. & E. Spaulding in 1870; thence west along said Spaulding lot fifteen (15) chains; north twenty-three (23) chains; west twenty-one (21) chains, and north thirty (30) chains to the north line of lot No. 34; thence west fourteen and forty-one hundredths (14.41) chains on the north line of said lot No. 34, to the northwest corner thereof; thence south fifty four and sixty hundredths (54.60) chains on the west line of said lot No. 34 to the north line of land deeded Spaulding in 1870; thence on the bounds of Spaulding's land east twenty-five chains to the north-east corner thereof and south twenty-two (22) chains to the south line of said lot No. 34; thence east on said lot line one and fifty hundredths (1.50) chains, thence south on the east line of a lot known as the Hart lot and the east line of land deeded to Mrs. Persie Gile, H. J. Gile, Ira Potter and Hurd, Hotchkiss, & McFarland about sixty and forty six hundredths (60.46) chains to the south-east corner of the last mentioned lot; thence west on the south line of said deeded land to the west line of lot No. 41, thence south on the west line of lots 41 and 48, seventy-eight and seventy hundredths (78.70) chains to land of Mrs. Peck; thence on the north line of said Peck land forty-three and fifty hundredths (43.50), chains to the north-east corner thereof; thence south on the east line of the same eighteen and seventy hundredths (18.70) chains to the south line of lot No. 48, thence east on said south line seventy-six and eighty-two hundredths (76.82) chains to the place of beginning, containing two thousand one hundred thirty-two and thirty-four hundredths (2132.34) acres of land more or less.

Excepting and reserving forty-seven and eighty-one hundredths (47.81) acres of land deeded John M. Dimick October 10th 1896, by deed recorded in said County Clerk's Office in Liber of Deeds No. 106 at page 371).

PARCEL NINE (Liber 109, cp 120, Ninth Parcel)

Also all that certain piece of land, situate in said Town of Waverly, being part of said Township No.10, being part of Great Lot No. 40, Beginning in the east line of said lot No. 40 at a point distant northerly seventeen and seventy hundredths (17.70) chains from the south-east corner of said lot and running thence north 87° west, twenty-seven and seventy-five (27.75) chains to the Dickinson Centre Road; thence along the centre of said highway north 64° 36' east seven and eighty-six hundredths (7.86) chains, north 48° east, four and ninety-three hundredths (4.93) chains, north 69° east five and eighty-five hundredths (5.85) chains and north 14° west two and

sixteen hundredths (2.16) chains to the south-west corner of land deeded to Ira Potter in 1883; thence south 87° east, forty (40) chains along the south line of said Potter lot to the south-east corner thereof; thence south-west twelve and fifty-five (12.55) chains; thence north, 87° west twenty six and sixty-seven hundredths (26.67) chains to the place of beginning; containing fifty-seven and sixty nine (57.69), acres of land more or less.

PARCEL TEN (Liber 109, cp 120, Tenth Parcel)

Also all that certain other piece or parcel of land, situate in said Town of Waverly, being part of Great lot No. 47 in said Township No. 10, Beginning at the south-west corner of said lot No. 47; thence north, 3° east, forty-six and fifty hundredths (46.50) chains along the west line of said lot, thence south, 87° east, thirteen and sixty hundredths (13.60) chains to the Charles Seavey lot thence south 3° west, twenty-six and fifty hundredths (26.50) chains along the west line of said Seavey lot and west line of the John Camp lot; thence south 87° east, twenty-one and forty hundredths (21.40) along said Camp's south line; thence south 3° west, twenty (20) chains to the south line of lot No. 47, thence north 87° west, along said south line to the place of beginning, containing one hundred and five and seventy-seven hundredths (105.77) acres of land more or less.

PARCEL ELEVEN (Liber 109, cp 120, Eleventh Parcel)

Also all that certain other piece or parcel of land, situate in the Town of Santa Clara, in said County of Franklin, and State of New York, being the entire west half of Township No. Eleven (11) of Great Tract No. One (1) of Macomb's Purchase, including Great Lots Nos. 1, 2, 3, 10, 11, 12, 13, 14, 15, 22, 23, 24, 25, 26, 27, 34, 35, 36, 37, 38 and 39 containing after deducting the exceptions hereinafter mentioned, twelve thousand two hundred and forty-seven (12,247) acres of land, more or less.

Excepting and reserving from Great Lot No. One (1) Subdivision two (2) also eighty-four (84) acres in the north part of said lot heretofore sold and conveyed to Charles G. Young from Great Lot No. Two (2) Subdivision Two (2) and Seven (7), and all of said lot lying between the east branch of the St. Regis River and the Port Kent Road, Except Subdivision No. Nine (9) of said Lot. From Great Lot No. Three (3) Subdivision 12, from Great Lot No. Ten (10) Subdivisions two (2) Three (3) and all of Subdivision No. four (4) lying south of the east branch of said River, and subdivision seven (7) of said lot. From Great Lot No. Eleven (11) Subdivision three (3) and four (4).

Also excepting and reserving the premises known as the Sanford Mill Lot, lying partly in Great Lots Nos. two (2), three (3) ten (10) and eleven (11).

Also excepting and reserving from Great Lot twenty-four (24) seventeen and forty hundredths (17.40) acres heretofore sold and conveyed to John Hurd, lying in the westerly part of the lot also two certain lots heretofore conveyed to the Working Girl's Vacation Society; a lot occupied by

the N.Y. &O. R.R. as a machine shop and appurtenances; six (6) acres heretofore sold and conveyed

to the Adirondack Manufacturing Company; also a lot heretofore conveyed to Harriet M. Halbran, also a lot heretofore sold and conveyed to Semer Denue; also a lot heretofore sold and conveyed to Paul Le Mieux; also the following Village Lots as designated and numbered on the map in the office of the County Clerk of Franklin County, and entitled " Map of the Village of Santa Clara" viz: lots 7 and 16 in Block A. Lots 8 and 15 in Block B, Lots 1,5,7,9,10,15 ,16, in Block D Lots 5,6 and 7 in Block F, Lots 1 and 2 in Block G.

Also excepting and reserving from said Lot 24, a lot heretofore conveyed by the St. Regis River Lumber Company to the Episcopal Diocese of Albany.

Also excepting from Great Lot Nos. twenty-five (25) 98 acres in the west part of lot heretofore sold and conveyed to Parker & Burnak.

PARCEL TWELVE (Liber 109, cp 120, Twelfth Parcel)

Also conveying hereby all those certain pieces or parcels of land, being a part of Township No. thirteen (13) in said Great Tract No. One (1) of Macomb' s Purchase viz: The north west quarter (¼) containing after deducting the exceptions and reservation hereinafter mentioned, six thousand four hundred sixty-six and 25/100 (6,466.25) acres more or less.

Excepting and reserving forty-one and seventy-five hundredths (41.75), acres in the south-west corner of said lot heretofore conveyed to Frank A. Cutting.

PARCEL THIRTEEN (Liber 109, cp 120, Thirteenth Parcel)

Also the south-west quarter (¼) of said Township, containing after deducting the exception and reservation hereinafter mentioned, six thousand, four hundred and ninety-six (6496) acres of land more or less.

Excepting and reserving twelve (12) acres of land in the north-west corner thereof, heretofore conveyed to said Cutting. Also the north-east quarter of said Township, containing after deducting the exceptions and reservations hereinafter mentioned, five thousand six hundred and three and sixty-one hundredths (5603.61) acres more or less.

Excepting and reserving lots three (3) eight (8) thirty-seven (37) thirty-eight (38) forty-two (42) and forty-three (43); also twenty-five (25) acres from the south-west corner of Great Lot No. Four (4) and twenty-five acres from the north-west corner of lot No. nine (9), fourteen and thirty-nine hundredths (14.39) acres in the south-west corner of Great Lot No. thirty-nine (39).

PARCEL FOURTEEN (Liber 109, cp 120, Fourteenth Parcel)

Also conveying the south-east quarter (¼) of said Township containing after deducting the exception and reservation hereinafter mentioned, six thousand four hundred and sixty eight (6468) acres of land.

Excepting and reserving forty (40) acres heretofore sold and conveyed to Charles A. Merill.

PARCEL FIFTEEN (Liber 109, cp 120, Fifteenth Parcel)

Also conveying hereby all those certain pieces or parcels of land being part of the south half (½) and the north-east quarter (¼) of Nathan Ward's Subdivision, of Township No. Fourteen (14) in said Great Tract No. One (1) of Macomb's Purchase containing after deducting the exceptions and reservations hereinafter mentioned, seventeen thousand nine hundred and forty-two (17,942) acres of land more or less.

Excepting and reserving the following pieces or parcels of land viz:

The north half of the south two-fifths of lot no. three (3). The south one-fifth of lot no. six (6). The undivided one half of the south-half of the north-half of lot no. thirty-one (31). The middle one-fifth of lot no. fifty-five (55). The north one-fifth and the north third of the south three-fifths of lot no. sixty-eight (68). The north third of the south three-fifths of lot no. sixty-nine (69). The north half of lot no. seventy-three (73). The north fifth and the north half of the south two-fifths of lot no. seventy-seven (77). The north half of the south two-fifths of lot no. seventy-eight (78). The north half and the south one-fourth of lot no. eighty-six (86). The south one-fourth of lot no. one hundred (100). The north two-fifths and the south two-fifths of lot no. one hundred and six (106). The whole of lot no. one hundred and seven (107).

PARCEL SIXTEEN (Liber 109, cp 120, Sixteenth Parcel)

Also conveying hereby a strip of land (50) feet in width on each side of the St. Regis River and the land under said River, extending through the north-west quarter of Township No. fourteen (14) in Great Tract No. One (1) of Macomb's Purchase containing fifty acres of land more or less.

PARCEL SEVENTEEN (Liber 478, cp 839, First Parcel)

All those pieces or parcels of land located in the Town of Santa Clara, County of Franklin and State of New York and more particularly described as follows:

1. The old highway from station 6+25, said point being 60 feet northerly from station 5+92 centerline of new S.H. 1252 to station 7+58.5 equals 7+52; thence to station 16+93, said point being 83 feet northerly from station 16+95 centerline of new S.H. 1252, being a length of 1074.5 feet.

2. From station 32+90, said point being 80 feet northerly from station B29+40 centerline of new S.H. 1252 to station 34+00 equals 34+05; thence to a station 36+88 equals 37+09.5; thence to station 43+27.5 equals 43+35.5; thence to station 61+22, said point being; 124 feet northerly from station 52+09 centerline of new S.H. 1252, being a length of 2797.5 feet.

3. From station 125+18, said point being 100 feet northerly from station 114+35 centerline of new S.H. 1252 to station 138+31 equals 138+33; thence to station 145+54 equals 145+55; thence to station 150+30 equals 150+33; thence to station 154+80, said point being 162 feet northerly from station 146+17 centerline of new S.H. 1252, being a length of 2956 feet.

4. From station 162+22, said point being 168 feet northerly from station 153+58 centerline of new S.H. 1252 to station 182+86.5 equals 182+87.5; thence to station 187+48.5 equals 187+46.0; thence to station 191+93, said point being 100 feet northerly from station 178+60 centerline of new S.H. 1252, being a length of 2972.5 feet.

5. From station 261+77, said point being 120 feet southwesterly from station 246+02 centerline of new S.H. 1252 to station 262+88 equals 262+94; thence to station 274+67 equals 274+87; thence to station 278+89, said point being 100 feet southwesterly from station 262+90 centerline of new S.H. 1252, being a length of 1686 feet.

Intending to convey five strips of land, being parts of former Route #72, which sections of highway were abandoned by the Town of Santa Clara after a Public Hearing on December 12, 1972.

PARCEL EIGHTEEN (Liber 478, cp 839, Second Parcel)

ALSO, ALL THAT PORTION of the Eddy Road, so-called, together with its right-of-way lying in the Town of Santa Clara and which is bordered on both sides by lands of St. Regis Paper Company, and is more particularly described as follows:

Commencing at a point which is at the intersection of the within described right-of-way and the Old Everton Road, so-called, which point is approximately 0.87 miles easterly along said Everton Road from its intersection with the New Red Tavern Road, so-called and the Trim Hill Road; thence leading northerly along the lands of St. Regis Paper Company to the town line between the Towns of Santa Clara and Brandon.

PARCEL NINETEEN (Liber 478, cp 839, Third Parcel)

ALSO, ALL THAT PORTION of the Walker Road, so-called, together with its right-of-way lying in the Town of Santa Clara and which
is bordered on both sides by lands of St. Regis Paper Company and is more particularly described as follows:

Commencing at a point which is at the intersection of the within described right-of-way and the Red Tavern Road, so-called, which point is approximately 2.02 miles, westerly along said Red Tavern Road from its intersection with the Cole Hill Road, so-called; thence leading northerly along the lands of St. Regis Paper Company to the town line between the Towns of Santa Clara and Brandon.

PARCEL TWENTY (Liber 478, cp 839, Fourth Parcel)

TOGETHER with a right of way as described in indenture from John E. Johnston & Gordon H.P. Gould to St. Regis Paper Company dated 6/2/42 and recorded 6/15/42 in Liber 235 cp 32 in the Franklin County Clerk's Office.

FURTHER EXCEPTING AND EXCLUDING THEREFROM that portion or portions described in and conveyed by the following instruments:

-Deed from St. Regis Paper Company to Albert J. Milbank dated 12/10/02 and recorded 12/22/02 in Liber 117 cp 355 in the Franklin County Clerk's Office;

-Deed from St. Regis Paper Company to Newel F. Lee as Trustee for School District No. 1, Town of Santa Clara, dated 4/24/05 and recorded 11/24/05 in Liber 126 cp 26 in the Franklin County Clerk's Office;

-Deed from St. Regis Paper Company to Albert G. Milbank dated 2/19/14 and recorded 7/14/14 in Liber 150 cp 301 in the Franklin County Clerk's Office;

-Deed from St. Regis Paper Company to Albert G. Milbank dated 12/31/19 recorded 2/28/20 in Liber 167 cp 419 in the Franklin County Clerk's Office;

-Deed from St. Regis Paper Company to Frank Socia dated 9/15/25 and recorded 11/25/25 in Liber 189 cp 24 in the Franklin County Clerk's office, corrected by deed recorded 4/23/38 in Liber 223 cp 67;

-Deed from St. Regis Paper Company to Everett Sochia and Helen Sochia dated 8/19/42 and recorded 8/21/42 in Liber 235 cp 364 in the Franklin County Clerk's Office;

-Deed from St. Regis Paper Company to Elsie M. Bruce dated 6/18/42 and recorded 7/8/46 in Liber 251 cp 275 in the Franklin County Clerk's Office;

-Deed from St. Regis Paper Company to McCavanaugh Pond Club, Inc., dated 9/1/55 and recorded 9/15/55 in Liber 349 cp 441 in the Franklin County Clerk's Office;

-Deed from St. Regis Paper Company to Alfred Collins Jr., dated 7/5/44 and recorded 6/3/57 in Liber 367 cp 65;

-Deed from Champion International Corporation to Wilhelmina DuPont Ross dated 6/6/88 and recorded 7/27/90 in Liber 547 cp 857 in the Franklin County Clerk's Office;

PARCEL TWENTY-ONE (Liber 109, cp 118, First Parcel)

All that tract or parcel of land, situate in the Town of Santa Clara, in the County of Franklin and State of New York, being part of Great Tract No. one (1), of Macomb's Purchase, Township No. eleven (11) viz: The lot known as the Sanford Mill lot, in Great Lots Nos. two (2) three (3) ten (10) eleven (11) the boundaries of which are particularly described in a deed from Henry Patton and wife and David H. Patton, to Everton Lumber Company, dated April 20th, 1888 and recorded in the Franklin County Clerk's Office April 23rd, 1888, in Liber 82 of Deeds at page 308, containing one hundred (100) acres of land more or less.

PARCEL TWENTY-TWO (Liber 109, cp 118, Second Parcel)

Also in the same Tract and Township Subdivision No. Two (2) of Great Lot No. Ten (10) containing eighty (80) acres of land more or less.

PARCEL TWENTY-THREE (Liber 109, cp 118, Third Parcel)

Also in the same Tract and Township, Subdivision No. Three (3) of Great Lot No. Ten (10) containing eighty (80) acres of land more or less.

PARCEL TWENTY-FOUR (Liber 109, cp 118, Fourth Parcel)

Also Subdivision No. Three (3) of Great Lot No. Eleven (11) containing eighty (80) acres of land more or less.

PARCEL TWENTY-FIVE (Liber 109, cp 118, Fifth Parcel)

Also Subdivision No. Four (4) of Great Lot No. Eleven (11) containing seventy-one and twenty hundredths (71.20) acres of land more or less.

PARCEL TWENTY-SIX (Liber 109, cp 118, Sixth Parcel)

Also in the same Tract and Township, Great Lots Nos. sixteen (16) seventeen (17) eighteen (18) nineteen (19) twenty (20) twenty-one (21) twenty-eight (28) twenty-nine (29) thirty (30) thirty-one (31) thirty-two (32) thirty-three (33) forty (40) forty-one (41) forty-two (42) and subdivisions four (4) and eleven (11) of Great Lot No. Two (2) containing after deducting the exceptions hereinafter mentioned, nine thousand seventy-six and seventy-three hundredths (9076.73) acres of land more or less.

Excepting and reserving forty (40) acres north part of Subdivision six (6) of Great Lot seventeen (17)

Also excepting and reserving the east half of Great Lots. Nos. thirty-one (31) and forty-two (42) heretofore conveyed by the said Everton Lumber Company to A. J. Milbank. Also conveying hereby a right to use the River for the purpose of driving logs heretofore reserved by the said Everton Lumber Company in the above mentioned conveyance to A. J. Milbank.

PARCEL TWENTY-SEVEN (Liber 109, cp 118, Seventh Parcel)

Also Great Lots Nos. four (4) five (5) six (6) seven (7) eight (8) and nine (9) containing thirty seven hundred sixty-six and ninety hundreds (3766.90) acres of land more or less.

Excepting and reserving Subdivision seven (7) of Great Lot nine (9).

PARCEL TWENTY-EIGHT (Liber 109, cp 118, Eighth thru Twenty First Parcels)

Also the following lands in township No. twelve (12), Great Lots Nos. Nine (9) containing six hundred and nineteen (619) acres of land more or less, Ten (10) containing six hundred thirty-six (636) acres of land more or less, Seventeen (17) containing six hundred fifty (650) acres of land more or less, Twenty-five (25) containing six hundred ten (610) acres of land more or less, Twenty-six (26) containing six hundred seventy-nine (679) acres of land more or less, Thirty-three (33) containing five hundred ninety-five (595) acres of land more or less, Thirty-four (34) containing six hundred eighty-five (685) acres of land more or less, Thirty-five (35) west part thereof, bounded east by lands of Clark, Burr & Johnson, containing three hundred forty-one (341) acres of land more or less, Forty-one (41) north half, and south east quarter (¼) thereof containing four hundred thirty-four (434) acres of land more or less, Forty-two (42) containing six hundred sixty-seven (667) acres of land more or less, Forty-three (43) all that remains after excepting thirty-eight (38) acres of land in the north east corner thereof bounded south by an east and west line twenty-four (24) chains and twenty-seven links south of the north line of the lot and west by a highway, leaving five hundred sixteen (516) acres of land more or less, Forty-nine (49) the east half thereof, containing two hundred thirty (230) acres of land more or less, Fifty (50) containing four hundred eighty-three (483) acres of land more or less, Fifty-three (53) containing four hundred forty-five (445) acres of land more or less.

PARCEL TWENTY-NINE (Liber 109, cp 118, Twenty-Second, Twenty-Third and Twenty-Fourth Parcels)

Also the following lands in Township No. Fifteen (15), the north-west quarter (¼) thereof, Lot Seven (7) containing one hundred sixty-three (163) acres of land more or less, and Lot sixteen (16) containing one hundred seventeen (117) acres of land more or less. Northeast quarter (¼) thereof, part of lot six (6) described as follows: Beginning in the south line of said lot at a point

twenty-five (25) chains west from the south east corner thereof; thence north thirty-four and twenty-five hundreds (34.25) chains; thence west thirty chains; thence south thirty-four and twenty-five hundreds (34.25) chains; thence east thirty chains to the place of beginning containing one hundred and two (102) acres of land more or less.

PARCEL THIRTY (Liber 109, cp 118, Twenty Fifth Parcel)

Southwest quarter thereof, lots one (1) two (2) eleven (11) twelve (12) twenty-one (21) twenty-two (22) thirty-one (31) thirty-two (32) forty-one (41) Harkness survey, particularly described in a deed from Henry Patton and David H. Patton, to said Everton Lumber Company April 20th, 1888 and recorded in the Franklin County Clerk's Office April 23rd 1888 in Liber 82 of Deeds at page 308 containing nine hundred (900) acres of land more or less.

PARCEL THIRTY-ONE (Liber 109, cp 118, Twenty Sixth Parcel)

Also the Railroad leading from St. Regis Falls to Everton, heretofore owned and operated by The Everton Lumber Company, further excepting and excluding therefrom that portion or portions described in and conveyed by the following instruments:

-Deed from St. Regis Paper Company to William G. Rockefeller dated August 7, 1899 and recorded August 26, 1899 in Liber 109 cp 343 in the Franklin County Clerk's Office;

-Deed from St. Regis Paper Company to William Rockefeller dated August 2, 1900 and recorded August 11, 1900 in Liber 111 cp 301 in the Franklin County Clerk's Office;

-Deed from St. Regis Paper Company to The Power Corporation of New York dated 11/4/35 and recorded 12/23/35 in Liber 216 cp 423 in the Franklin County Clerk's Office;

TOGETHER with a right of way as described in indenture from Twin Ponds Associates to St. Regis Paper Company dated 6/1/82 and recorded 11/15/82 in Liber 508 cp 608 in the Franklin County Clerk's Office.

PARCEL THIRTY-TWO (Liber 111, cp 128, First Parcel)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin, and State of New York, being part of lots 3 and 4, Township ten, Great Tract One of Macomb's Purchase, bounded and described as follows, viz: Beginning in the center of the Dickinson Center Road at its intersection with the north bounds of the right of way occupied by the New York and Ottawa Railroad Company, running thence northerly along said road to the south west corner of a lot deeded Ira L. Green January 20, 1893; thence easterly along the south line of said Green lot and the south line of lots deeded George Phillip-Jan. 20, 1893, and L.C. Goodrich Sept. 22, 1893, to the southeast corner of the Goodrich Lot; thence northerly along the east line of said Goodrich lot 21 feet to the north east corner thereof; thence south 78 degrees east

to the north west corner of land heretofore deeded to Ferris J. Meigs thence southerly along said Meigs' land 165 feet to the New York and Ottawa Railroad north boundary line, thence westerly along the north boundary line of said railroad to the place of beginning, containing about 1.50 acres of land, more or less.

PARCEL THIRTY-THREE (Liber 111, cp 128, Second Parcel)

ALSO THE STORE AND OFFICE BUILDING, located on the east side of said Dickinson Center Road and north side of said Railroad track situate partly on the land above described and partly on that portion of said railroad right of way described in a lease heretofore executed by the Northern Adirondack Railroad Company and recorded in the Franklin County Clerk's Office.

PARCEL THIRTY-FOUR (Liber 111, cp 128, Third Parcel)

ALSO THE FOLLOWING PIECE OR PARCEL OF LAND, situate in the lot and Town aforesaid, described as follows: Beginning in the center of the St. Regis River at its intersection with the Dickinson Center Road, running thence northerly along the center of said highway to the south boundary of the New York and Ottawa Railroad right of way; thence easterly along said railroad right of way to the center of the St. Regis River at the railroad bridge; thence down the center of said river as it winds and turns to the place of beginning, containing about 35 acres of land, more or less.

PARCEL THIRTY-FIVE (Liber 111, cp 128, Fourth Parcel)

ALSO ALL THAT OTHER PIECE OR PARCEL OF LAND, situate in said lots and Town aforesaid, bounded as follows: Beginning at the north east corner of land deeded Louis Bouchard in March 1899; thence running northerly to the center of the St. Regis River; thence down the center of said river as it winds and turns to the center of the Dickinson Center highway; thence southerly along the center of said highway to the northwest corner of the land deeded said Louis Bouchard; thence along said Bouchard's north line south 84 degrees east 15.89 chains north 52 degrees east 2.60 chains north 25 degrees east 7 chains to a hemlock post; thence north 12 degrees 30 minutes west 3.20 chains to a cedar post; thence south 80 degrees 45 minutes east 20.45 chains to a hemlock post at the place of beginning, containing after deducting the exceptions hereinafter named about 41 acres of land more or less.

EXCEPTING and RESERVING, from the above the following village lots heretofore sold, said lots being shown on a map on file in the Franklin County Clerk's Office entitled "map of the St. Regis River Lumber Company Village Lots in St. Regis Falls, "viz: Lots Nos. 12, 13, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25 26, 28, 29, 30, 31, 32, 33, 36, 37, 44, 45, 46, 47, 48, 49, 55, 56, 57, 74, 75, 76, 78, 78 and ½, 79, 80, 82, 84, 85, 125, 126, and 127.

PARCEL THIRTY-SIX (Liber 111, cp 128, Fifth Parcel)

ALSO ALL THAT OTHER PARCEL OF LAND, in said lot and Town aforesaid, described as follows: Beginning in the center of the St. Regis River at its intersection with the center of the Dickinson Center highway; thence southerly along the center of said highway to the north east corner of land of Daniel I. McNeil; thence north 86 degrees west 28.50 chains, thence north 4 degrees east 20.31 chains to the southwest corner of a lot deeded by Hammond to Spaulding November 2, 1865, thence south 87 degrees east along said Spaulding lot 18.25 to the westerly margin of the St. Regis River; thence north 3 degrees east across said river one chain to high water mark; thence up along said river at highwater mark as it winds and turns to the center of the said highway; thence southerly to the center of said river at the place of beginning, containing after deductions the exceptions hereinafter mentioned 56 acres more or less.

EXCEPTING and RESERVING, from the above the following village lots shown on the above mentioned map, viz: Lots Nos. 131,132, 133,134,135,136,141,142,143,144, and 146; also excepting part of lot 145 described in a deed to O.S. Southworth which deed is recorded in Franklin County Clerk's Office in Liber of Deeds 102, at page 123; also excepting part of lot No. 140 and the east end of Pine Street described in a deed to M.A. Rowell, recorded in Liber 101 of Deeds at page 173 in the Franklin County Clerk's Office.

FURTHER excepting and excluding therefrom that portion or portions described and conveyed by the following instruments:

-Deed from St. Regis Paper Company to the New York Central Railroad Company dated 3/8/18 and recorded 3/15/18 in Liber 160 cp 404 in the Franklin County Clerk's Office;

-Deed from St. Regis Paper Company to C.C. Southworth dated 1/2/29 and recorded 7/24/29 in Liber 199 cp 338 in the Franklin County Clerk's Office;

-Deed from St. Regis Paper Company to Fred Lang and Elizabeth Lang dated 4/8/40 and recorded 4/25/40 in Liber 228 cp 253 in the Franklin County Clerk's Office;

-Deed from St. Regis Paper Company to David Deshaw & Maud Deshaw dated 10/9/40 and recorded 11/15/41 in Liber 232 cp 223 in the Franklin County Clerk's Office;

-Deed from St. Regis Paper Company to Maud Deshaw dated 2/11/46 and recorded 3/1/46 in Liber 249 cp 126 in the Franklin County Clerk's Office;

-Deed from St. Regis Paper Company to Maple Lead Housing Inc., dated 11/6/80 and recorded 12/1/80 in Liber 499 cp 902 in the Franklin County Clerk's Office;

-Deed from Champion International Corporation to Riverrat Glass & Electric Inc., dated 7/30/90 and recorded 9/21/90 in Liber 548 cp 803 in the Franklin County Clerk's Office;

-Deed from Champion International Corporation to Town of Waverly dated 3/6/90 and recorded 4/11/91 in Liber 555 cp 240 in the Franklin County Clerk's Office;

PARCEL THIRTY-SEVEN (Liber 125, cp 1)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin, and State of New York, being part of lot five, and bounded as follows: - Beginning at the S. E. corner of lot 5; thence N. 87° W. twenty four chains and one link (24.01) to center of St. Regis River; thence N. 58° W. nine chains ninety three links (9.93) along center of river, thence S. 87° W. eleven chains seventy links (11.70) along center of river to corner of 22 acres, deeded to Santa Clara Lumber Co. 1888; thence N. 4° E. twenty two chains twenty five links (22.25) to the N.E. corner of said 22 acres; thence N. 87° E. sixteen chains eighty five links (16.85) to corner of (44.85) acres deeded M. Heath Nov. 1889; thence N. 3° E. fourteen chains fifty links (14.50) to N.E. corner of said 44.85 acres; thence S. 87° E. twenty seven chains twenty six links (27.26) to east line of lot 5; thence S. 3° W. forty three chains ninety links along lot line to place of beginning, containing 157 acres, more or less, being same premises conveyed by B.L. Orcutt to H.E. O'Neil, June 8th, 1905, recorded Liber 124, Page 461, June 19th, '05.

PARCEL THIRTY-EIGHT (Liber 194, cp 429)

ALL THAT TRACT OR PARCEL OF LAND, situated in the Town of Waverly, County of Franklin and State of New York, being part of Lot #4, of Township 10, bounded as follows: BEGINNING in the center of the road at the N.E. corner of land deeded to Milton Heath Jan. 12th 1883, and known as the Flemming Lot, thence S. 87 degrees E. 9 chains 15 links along the center of the road to the N.W. corner of a cemetery belonging to the Town of Waverly; thence S.3 degrees W. about 24 chains to the S. line of the Everton Railway; thence southwesterly along south line of said Railway and N. line of 7.5 acres of land deeded the Santa Clara Lumber Company May 29th, 1893, to the easterly line of the Flemming Farm; thence N. 3 degrees E. about 30 chains to the place of beginning, but there is EXCEPTED the right of way of the Everton Railway 20 feet in width heretofore deeded to the Everton Railway. The land conveyed is 26.94 acres of land, more or less, it being the intention to convey all the land deeded to Lyman Davidson by Edward E. David and wife by deed recorded in Liber 174 of Deeds at page 340 and deeded by Lyman Davidson and wife to John Flynn and Mary Flynn, his wife, by deed recorded in Liber 193 of Deeds at page 275.

FURTHER EXCEPTING and excluding therefrom that portion or portions described in a certain deed from St. Regis Paper Company to Sanford Beyette dated 4/4/41 and recorded April 15, 1941 in Liber 231 cp 121.

PARCEL THIRTY-NINE (Liber 199, cp 492, First Parcel)

ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate lying and being in the State of New York, Macomb's Purchase, Great Tract Number One, Township Ten, County of Franklin, Town of Waverly Number Ten, which is known and distinguished as parts of Lots numbered one and eight, and is bounded as follows, to wit: BEGINNING in the South line of Lot Numbered One (which is also the North line of Lot Numbered Eight) at the South-west corner of forty-seven acres and sixty-six hundredths of an acre deeded the sixteenth March eighteen hundred and sixty-five to Ruel Bastin by Henry E. Pierrepont (said point being thirty-five chains and seventy links distance from the South-east corner of Lot Numbered One); thence North, three degrees East, fifteen chains to the South-west corner of fifty acres deeded twenty-fifth November eighteen hundred twenty to Thomas Meacham by the executors of William Constable; thence south, eighty-seven degrees East, twelve chains fifty links along said Meacham land to its southeast corner; thence South, fourteen degrees East, thirteen chains fifty links; thence South, two degrees West sixteen chains fifty links, both last directions along the center of the road; thence North, eighty-eight degrees West, sixteen chains and seventy-five links to the tract of two hundred and twenty-five acres and twenty-four hundredths (in the North-west corner of lot numbered eight) deeded first March eighteen hundred sixty-four to Lyman Day by Henry E. Pierrepont; thence North, three degrees East, fourteen chains along said Lyman Day lot to its North-east corner in the north line of lot numbered eight, thence westerly along the south line of lot numbered one, forty two links to the point of beginning, containing forty five acres and ninety-one hundredths of an acre more or less.

PARCEL FORTY (Liber 199, cp 492, Second Parcel)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Waverly, No. 10, County of Franklin, and State of New York bounded and described as follows, viz: Macomb's Purchase, Great Tract No. 1, Township No. 10, part of lot No. 38, BEGINNING in the west line of said lot No. 38, at the southwest corner of 90.68 acres in said lot deeded to O.P. Dexter, on the 4th of January, 1897, by Henry E. Pierrepont et al, and running thence south 87 degrees east 19 chains and 50 links, thence south three degrees west 6 chains and 50 links; thence south 87 degrees east 15 chains all on the bounds of said Dexter lot, to the west line of 911 acres deeded said Dexter on the 6th of January 1887, by Henry E. Pierrepont, thence south 3 degrees west 7 chains and 10 links along said last mentioned land to its southwest corner, and to the north line of 45 acres and 61/100 of an acre deeded to said Dexter on the 4th of January, 1897, by Henry E. Pierrepont et al; thence north 87 degrees west along said last mentioned land 4 chains to the north west corner thereof, thence south 4 degrees west 8 chains and 50 links to the west line of the same; thence north 87 degrees West 30 chains and 50 links to the west line of said lot No. 38; thence north 3 degrees east along the west line of said lot No.38, 22 chains to the point of beginning, containing 62.05 acres, more or less.

PARCEL FORTY-ONE (Liber 199, cp 492, Third Parcel)

ALSO ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, situate, lying and being in the Town of Waverly No. 10, County of Franklin, and State of New York, known and distinguished as part of lot Number twenty-nine (29) and is bounded as follows, to wit:- BEGINNING in the west line of Lot No. 29, at the S. W. Corner of 35 acres deeded S.W.& E. G. Chambers 21st Feb. 1890; thence east sixteen chains one link on S. Line of said Chambers lot; thence south thirteen chains thirty two links to N. Line of 277 3/100 acres deeded F. M. Heath 28th Feb. 1893; thence west six chains one link on the N. bounds of same to west line of Lot No. 29, said line being also west line of Township No. 10, and of the County of Franklin, thence North thirteen chains thirty links on said line to the place of beginning, containing eight acres, more or less.

PARCEL FORTY-TWO (Liber 199, cp 492, Fourth Parcel)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin, and State of New York, being part of Lots 8 & 15, of Township 10, in Great Tract No. 1, of Macomb's Purchase, COMMENCING at the Southwest corner of said lot No.8, which is also the northwest corner of said lot No. 15, and also in the line dividing the Counties of St. Lawrence and Franklin, and running thence north three degrees east on the west line of said lot No. 8 and said County line, fifteen chains to the southwest corner of 225.24 acres of land deeded to Lyman Day by Henry E. Pierrepont on the 1st day of March 1864, thence south 87 degrees east 25 chains along said deeded land to the north-west corner of 46.03 acres deeded to Willard Howe by Henry E. Pierrepont, on the 19th day of November, 1885, thence south 3 degrees west along the west line of said lot deeded to Howe, 15. 30 chains to the south line of lot No. 8, which is also the north line of said lot No. 15, thence continued in the same course 25 chains to the north east corner of 47.25 acres deeded to James G. Berdrow by Henry E. Pierrepont, on the 7th day of April, 1874; thence north 87 degrees west along the north line of said land deeded to Berdrow, to its northwest corner, in the west line of said lot No. 15, 24 chains thence north 3 degrees east along said west line of said lot No. 15, which is in the County line, 25 chains to the point of beginning, containing 100 acres of land, more or less,

EXCEPTING therefrom about 10 acres deeded Albert Storey by Ophelia O'Neil July 13, 1923.

PARCEL FORTY-THREE (Liber 199, cp 492, Fifth Parcel)

ALSO ALL THE RIGHT, TITLE AND INTEREST IN THAT FARM, LOT, PIECE OR PARCEL OF LAND, situate, lying and being in the State of New York, Macomb's Purchase, Great Tract Number one, Township Ten, County of Franklin, Town of Waverly, Number Ten, which is known and distinguished as parts of Lots numbered twenty six and thirty three, and is bounded as follows, to wit: - BEGINNING in the south line of lot numbered twenty six, thirty two chains and seventy-three links from its southwest corner; at the southwest corner of one hundred

and forty three acres and seventy four hundredths of an acre (in lot numbered twenty-six) deeded sixteenth February eighteen hundred sixty seven, to Edward Spaulding, Trustee, by Henry E. Pierrepont; running thence North four degrees east along the west line of said land four chains, thence south eighty-six degrees east thirty five chains to the center of the Dickinson Center Road (now called the Blue Mountain Road) thence south nineteen and one half degrees west eleven. chains and ninety eight links, thence south twenty-six and one quarter degrees west four chains, thence south eight degrees west three chains and ninety two links, thence south one and one half degrees east two chains and ninety links, all along said Blue Mountain Road, thence north eighty six degrees west twenty five chains to the west line of one hundred and sixty six acres and forty three hundredths of an acre (in lot numbered thirty three) deeded fifteenth January eighteen hundred sixty eight, to Edward Spaulding et al, by Henry E. Pierrepont; thence north four degrees east along the west line of said last mentioned land twenty chains to its northwest corner in the north line of Lot Numbered thirty three (which is also the South line of lot numbered twenty-six, thence north eighty six degrees west four and one half chains along the south line of lot numbered twenty six, to the point of beginning, containing sixty six acres and ninety-one one-hundredths of an acre, more or less.

PARCEL FORTY-FOUR (Liber 199, cp 492, Sixth Parcel)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin and State of New York, being in Township No. Ten, of Great Tract No. One, of Macomb's Purchase, part of Lots Nos. 15, 22, and bounded and described as follows: BEGINNING in the County line and Township line at the southwest corner of lot No. fifteen, being also the northwest corner of lot No. twenty two, said point being two hundred and thirty five chains and thirty five links from the north west corner of said Township No. Ten thence north 3 degrees east on said Town and County line eleven chains and fifty eight links to the southwest corner of forty eight acres and thirty nine hundredths of an acre deeded to William Gilbreth March 24th, 1880 by Henry E. Pierrepont, thence south 87 degrees east twenty chains, north 3 degrees east thirteen chains, south 87 degrees east three chains and twenty five links, all along said Gilbreth's land, to thirty-five acres and six hundredths of an acre deeded to Frederick M. Heath November 23, 1897, by Henry E. Pierrepont et al; thence south 87 degrees east seven chains and fifty links, south 3 degrees west five chains and seventy five links on the bound of said deeded lot to the northwest corner of fifty one acres and ninety one hundredths of an acre deeded to Milton Heath December 20, 1890, by Henry E. Pierrepont, et al; thence south 3 degrees west eighteen chains and sixty links along said lot to its south west corner in the south line of Lot No. fifteen; thence north 87 degrees west 8 chains 74 links on the south line of Lot No. fifteen, which is also the north line of lot number twenty-two, to the north west corner of fifty acres and fifty three hundredths of an acre, deeded to Frederick M. Heath November 23rd, 1897; by Henry E. Pierrepont, et al, thence south 3 degrees west sixteen chains and twenty five links to the southwest corner of forty-six acres and nineteen hundredths of an acre deeded to Frank Debien, Jr., April 8th, 1886, by Henry E. Pierrepont; thence south 87 degrees east thirteen chains and forty links, south 45 degrees west four chains and sixty links; thence south 3 degrees west three chains and fifteen links, all along the bounds of said Debien lot to the southwest corner thereof; which is also

the northeast corner of twenty seven acres and thirty four hundredths of an acre deeded to Azro L. Blake, May 31st, 1888, by Henry E. Pierrepont, thence north 87 degrees west thirty three chains and seventy five links to the northwest corner of twenty four acres and eight tenths of an acre deeded to S.P. and Edward Spaulding January 15th, 1868 by Henry E. Pierrepont in the west line of lot, Town, County of Franklin, thence north 3 degrees east along said line twenty-two chains and seventy five links to the place of beginning, containing one hundred and six acres and twenty nine hundredths of an acre, more or less.

PARCEL FORTY-FIVE (Liber 199, cp 492, Seventh Parcel)

ALSO ALL THAT CERTAIN OTHER TRACT OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin and State of New York, being in Township No. Ten, of Great Tract No. One, of Macomb's Purchase, part of Lots Nos. 23 and 30, and bounded and described as follows: BEGINNING at the Southwest corner of lot twenty three, which is also the northwest corner of lot thirty, and thence north 3 degrees east along said lot line twenty three chains and sixty one links or thereabouts, to the south west corner of forty nine acres deeded to O.P. Dexter, September 17th, 1895, by Henry E. Pierrepont et al; thence south 87 degrees east forty chains along said forty nine acres to the north west corner of thirty seven acres and thirty four hundredths of an acre deeded to Frederick N. Heath August 14th, 1891, by Henry E. Pierrepont et al; thence south 2 degrees west twenty seven chains along said Heath Lot to its southwest corner in the south line lot twenty three, which is also the north line of lot No. Thirty; thence north 87 degrees west along said lot line five chains and seventy links to a northwest corner of five hundred and fifty three acres deeded Milton Heath January 16, 1890, by Henry E. Pierrepont, et al, thence south 3 degrees west eight chains and twenty five links along said land to the northeast corner of forty five acres and twenty three hundredths of an acre deeded to S. W. & E. S. Chambers February 21, 1890; thence north 87 degrees west thirty four chains and fifty links to west line of lot No. thirty; thence north 3 degrees east along said lot line eight chains and twenty five links to the place of beginning, containing one hundred and twenty nine acres and ninety six hundredths of an acre, more or less.

PARCEL FORTY-SIX (Liber 199, cp 492, Eighth Parcel)

ALSO ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate lying and being in the State of New York, Macomb's Purchase, Great Tract Number One, Township Ten, County of Franklin, Town of Waverly, Number Ten, which is known and distinguished as part of lot numbered thirty eight and bounded as follows, to wit: BEGINNING in the west line of said lot numbered thirty eight at the southwest corner of forty-six acres and sixty eight hundredths of an acre quit-claimed twenty sixth November eighteen hundred ninety two to Dexter by Henry E. Pierrepont et al, (said point being twelve chains fifty links distant from the northwest corner of lot numbered thirty eight) running thence south eighty six degrees east thirty four chains thirty eight links along said quit-claimed land to land deeded sixth January eighteen hundred eighty-seven to said Dexter by Henry E. Pierrepont, thence south four degrees west along the last mentioned land thirty chains, thence north eighty six degrees west fifteen chains, thence north four degrees east six chains fifty

links, thence north eighty six degrees west nineteen chains fifty links to the west line of lot numbered thirty eight, thence north four degrees east twenty three chains fifty links along said west line (which is also the east line of lot numbered thirty seven) to the point of beginning, containing ninety acres and sixty eight hundredths of an acre more or less.

PARCEL FORTY-SEVEN (Liber 199, cp 492, Ninth Parcel)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin, and State of New York, being Macomb's Purchase, Great Tract No. 1, Township No. 10, known as part of lots Nos. 29,36,43,44 of said Township, and bounded as follows: BEGINNING at the Northwest corner of said lot No. thirty-six, which is also the southwest corner of said lot No. twenty-nine, and running thence south three degrees west ten chains and thirty one links along the west line of said lot No. thirty-six, which is also the west line of Franklin County, thence south eighty seven degrees east fourteen chains and ninety links; thence south three degrees west seventeen chains, thence south eighty seven degrees east eleven chains, thence south three degrees west thirty two chains; thence south eighty seven degrees east eight chains, thence south three degrees west twenty chains to the south line of said lot No. thirty six, which is also the north line of said lot No. forty-three; thence south three degrees west twelve chains and fifty links, thence south eighty seven degrees east twenty chains and fifty links to a corner in Little East Pond; thence north three degrees east two chains and fifty links; thence south eighty seven degrees east fourteen chains and sixty five links to the east line of said lot No. forty-three, which is also the west line of said lot No. forty-four, thence south eighty seven degrees east ten chains thence north three degrees east ten chains to the north line of said lot No. forty-four; thence north eighty seven degrees west ten chains along the north line of said lot No. forty-four to its northwest corner, which is also the southeast corner of said lot No. thirty-six, thence north three degrees east five chains on the east line of said lot No. thirty-six to a corner of land formerly owned by Harriet Larocque; thence north eighty seven degrees west fourteen chains and sixty five links to a corner of said Larocque lot; thence north three degrees east fifteen chains and north eighty seven degrees west eight chains along said Larocque lot; thence north thirty degrees east fifty nine chains and thirty one links along the west line of said Larocque lot and of eighty one acres and seven tenths of an acre known as the Waldo Gardiner lot to the north line of said Lot No. thirty six thence north eighty seven degrees west thirty one chains along said north line, which is also the south line of said lot No. twenty-nine, thence north three degrees east nine chains and sixty nine links thence north eighty seven degrees west fourteen chains and eighty eight links to the west line of said lot No. twenty nine which is also the County line; thence south three degrees west nine chains and sixty nine links along said line to the place of beginning, containing two hundred and seventy seven acres and three one hundredths of an acre of land, more or less.

PARCEL FORTY-EIGHT (Liber 199, cp 492, Tenth Parcel)

ALSO THAT CERTAIN PIECE OF LAND, situate in the Town of Waverly, Township No.10, County of Franklin, State of New York, being part of Lots 36 and 37, BEGINNING in the west line of Lot No. 37, at the northwest corner of one hundred acres deeded to M. Heath in 1892,

south 3 degrees west 35 chains to the northeast corner of Blake lot, deeded to Heath in 1893; north 87 degrees west 14 chains 65 links, north 3 degrees east 15 chains, north 87 degrees west 8 chains, north 3 degrees east 25½ chains all along bounds of said Blake lot to corner of Gardner lot, south 87 degrees east 48 chains, south 3 degrees west 5 chains to the northeast corner of said one hundred acres, north 87 degrees west 25 chains to the place of beginning, containing 92 and 62/100ths, acres of land be the same more or less.

PARCEL FORTY-NINE (Liber 199, cp 492, Eleventh Parcel)

ALSO ALL THAT OTHER PIECE OF LAND, situate in the said Town of Waverly, County of Franklin, and State of New York, in said Township 10, being part of Lot No. 37; BEGINNING at the southwest corner of lot No. 37, running thence north 3 degrees east 40 chains along the lot line, thence south 87 degrees east 25 chains along the south line of land once contracted to Harriet Larocque, thence south 3 degrees west 40 chains to the south line of lot 37; thence north 87 degrees west 25 chains to the place of beginning, containing one hundred acres of land, be the same more or less.

PARCEL FIFTY (Liber 199, cp 492, Twelfth Parcel)

ALSO ALL THAT CERTAIN OTHER PIECE OR PARCEL OF LAND, situate in the said Town of Waverly, County of Franklin, and State of New York, being part of lots Nos. 23,30 and 37, bounded as follows: BEGINNING at the northeast corner of lot 30, thence south 2 degrees west 74 chains 94 links along the east line of said lot 30 to its southeast corner; thence south 2 degrees west 53 chains 50 links along the east line of lot 37; thence north 88 degrees west 40 chains, thence north 2 degrees east 27 chains 60 links, thence north 88 degrees west 20 chains, thence north 2 degrees east 25 chains 40 links to the north line of lot 37; thence north 2 degrees east 50 chains 20 links; thence south 88 degrees east 20 chains; thence north 2 degrees east 25 chains to the north line of lot 30; thence south 88 degrees east 5 chains 73 links along the north line of said lot 30; thence north 2 degrees east 27 chains to the south line of 49 acres in lot 23 deeded September 17, 1895 to said Dexter by Henry E. Pierrepont and others; thence south 88 degrees east 8 chains along the said last mentioned line to 130 and 35/100ths acres deeded March 22, 1889 to Milton Heath by Henry E. Pierrepont and others; thence south 15 degrees east 3 chains 70 links; thence south 86 degrees east 6 chains 45 links both along the last mentioned land to the northwest corner of 48 and 75/100ths acres deeded October 19, 1892, to said Dexter by said Henry E. Pierrepont and others; thence south 2 degrees west 24 chains to the southwest corner of the last mentioned land; thence south 88 degrees east 19 chains 50 links along the south line of lot 23, which is also the north line of lot 30, to the place of beginning, the whole piece containing 700 and 74.100 acres more or less.

PARCEL FIFTY-ONE (Liber 199, cp 492, Thirteenth Parcel)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin and State of New York, described and bounded as follows: BEGINNING in the N. W.

corner of Great Lot No. 33 running S. 87 degrees E. on the north line of said lot No. 33, 36 chains to the N.W. corner of the formerly B.F. Haley lot of 52.91 acres in Lot No. 33, thence S. 4 degrees W. 38.23 chains along the west line of the said Haley lot and the west lines of S. W. Gillett 15 acre lot, the W. A. Bushey 25 acre lot, and the Conklin Gile 32.51 acre lot to a point N. 4 degrees E. 9.02 chains from the S.W. corner of the said Conklin & Gile lot; thence N. 87 degrees W. 36 chains to the west line of lot 33 and S.W. corner of the N.W. one quarter of lot No. 33; thence N. 4 degrees E. 38.23 chains along the west line of lot No. 33 to the N.W. corner thereof and the place of beginning, containing 137.62 acres, more or less.

PARCEL FIFTY-TWO (Liber 199, cp 492, Fourteenth Parcel)

ALSO ALL THAT CERTAIN OTHER PIECE OR PARCEL OF LAND, situate in the said town of Waverly, County of Franklin, and State of New York, known as part of Lot 24, bounded as follows: BEGINNING at the south west corner of Lot 24; running thence south 86 degrees east 14 chains 36 links on the south line of said lot, which is also the north line of lot 31, and also on the north line of 84 acres in lot 31 deeded March 17, 1888 to Milton Heath by Henry E. Pierrepont to the southwest corner of 64 acres in lot 24, deeded January 9, 1869, to Asa Moon, but recorded Moore, by Henry E. Pierrepont; thence North 4 degrees East 19 chains along said Moon's land to 64 acres in lot 24; deeded November 15, 1889 to Milton Heath by Henry E. Pierrepont and others; thence north 86 degrees west 13 chains 75 links along said Heath land to the west line of lot 24, which is also the east line of lot 23, and to 48 and three-quarters acres in lot 23, deeded October 19, 1892, to said Dexter by Henry E. Pierrepont and others; thence south 4 degrees west 19 chains along said west line and along the said Dexter land to the point of beginning, containing 26 and 62/100ths acres, more or less.

PARCEL FIFTY-THREE (Liber 199, cp 492, Fifteenth Parcel)

ALSO ALL THAT CERTAIN OTHER PIECE OR PARCEL OF LAND, situate in the said Town of Waverly, County of Franklin, and State of New York, known as part of lots 16 and 23 bounded as follows: BEGINNING on lot 23 at a point in the east line thereof distant north 2 degrees east 42 chains from the southeast corner of said lot 23, said corner being also the south-west corner of lot 24, the northwest corner of lot 31 and the northeast corner of lot 30, and at the northeast corner of 130 and 35/100ths, acres deeded to Milton Heath March 22, 1889; running thence north 87 degrees west 20 chains 20 links to an angle in the said Heath lot; thence north 2 degrees east 24 chains to the north east corner of 26 and 60/100ths acres deeded B.L. Orcutt January 3, 1894; thence north 87 degrees west 13 chains 7 links to an angle in said Orcutt's land; thence north 2 degrees east 21 chains to south line of 30 and 70/100ths acres in lot 16, now known as the C.O. Weller lot; thence south 87 degrees east 23 chains to an angle in the bounds of 27 acres, now known as the Sam Jones lot; thence south 2 degrees west 20 chains; thence south 87 degrees east 10 chains to the east line of lot 23; thence south 2 degrees west 25 chains on the east line of lot 23, to the place of beginning, containing 98 and 72/100 acres, more or less.

PARCEL FIFTY-FOUR (Liber 199, cp 492, Sixteenth Parcel)

ALSO ALL THAT CERTAIN OTHER PIECE OR PARCEL OF LAND, situate in said Town of Waverly, County of Franklin, and State of New York, known as part of lot 24, bounded as follows: BEGINNING at the northeast corner of 60 acres in lot 24, deeded January 9, 1869 to Asa Moon by Henry E. Pierrepont; thence North 87 degrees west 26 chains on the north line of said Moon's land to the northwest corner thereof; thence north 3 degrees east 35 chains on the east line of 62 acres in lot 24, deeded November 15, 1889 to Milton Heath by Henry E. Pierrepont and others sometime called the Case and Downey lot; thence south 87 degrees east 25 chains 35 links along last mentioned land, and along the south line of 30 and 73/100ths acres in lot 24, deeded February 14, 1890 to Grant E. Palmer by Henry E. Pierrepont and others, to the southeast corner thereof; thence south 3 degrees west 35 chains along the west line of 25 and 65/100ths acres in lot 24 deeded January 3, 1889 to Alexander Richards by Henry E. Pierrepont and others; once contracted to John Dewyea; of 25 and 65/100ths acres in lot 24, deeded November 15, 1889 to Milton Heath by Henry E. Pierrepont, once contracted to Richard Martin; of 153 and 23/100ths. acres in lot 24, deeded December 20, 1890 to Milton Heath by Henry E. Pierrepont and others, of which the northern part was or is contracted to Helen Laroe, to the place of beginning, containing 89 and 85/100ths acres more or less, being the same land deeded February 12, 1887 to William Dan Dustin by Henry E. Pierrepont, EXCEPTING the north end down to a line drawn parallel to the north line of the whole parcel from the southwest corner of the land mentioned above, as once contracted to Richard Martin, containing 63 acres, more or less.

PARCEL FIFTY-FIVE (Liber 199, cp 492, Seventeenth Parcel)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin and State of New York, known and distinguished as part of lot 24, bounded as follows: BEGINNING in the west line of lot No. 24; which is also the east line of lot 23, sixteen chains 22 links from the northwest corner of lot 24, which is also the northeast corner of lot 23, the southeast corner of lot 16 and the southwest corner of lot 17, at the southwest corner of 40 acres deeded December 20, 1890 to Milton Heath by Henry E. Pierrepont and others; running thence south 87 degrees east 25 chains 30 links along the last mentioned line to the southeast corner thereof, and to 30 acres and 73/100ths of an acre deeded February 14, 1890, to Grant E. Palmer by Henry E. Pierrepont, thence south 3 degrees west 4 chains along the last mentioned land to the southwest corner thereof and to 89 and 35/100ths acres deeded February 12, 1887 to William Dana Dustin by Henry E. Pierrepont; thence north 87 degrees west 10 chains along the last mentioned land to the northwest corner thereof; thence south 3 degrees west 39 chains along the last mentioned land and along 60 acres deeded January 9, 1869, to Asa Moon by Henry E. Pierrepont to the north east corner of 26 and 62/100ths acres deeded September 4th, 1888 to George A. Bedrow by Henry E. Pierrepont and others; thence north 87 degrees west 13 chains 75 links along the last mentioned land to the northwest corner thereof, and to the west line of lot 24, thence north 3 degrees east 43 chains along the west line of lot 24 to the place of beginning, containing sixty-two acres, more or less.

PARCEL FIFTY-SIX (Liber 199, cp 492, Eighteenth Parcel)

ALSO ALL THAT CERTAIN OTHER PIECE OR PARCEL OF LAND, situate in the said Town of Waverly, County of Franklin, and State of New York, known as part of lot 23, bounded as follows:-BEGINNING in the west line of lot 23, which is also the east line of lot 22, at a point 23 chains 61 links distant from the southwest corner thereof, which is also the southeast corner of lot 22, the northeast corner of lot 29 and the northwest corner of lot 30, which corner is 69 chains 14 links distant in the direction south 87 degrees east from the southwest corner of lot 22, in the west line of Township 10, the last mentioned corner being 233 chains 12 links distant from the southwest corner of Township 10; runs thence south 87 degrees east 47 chains 50 links partly along 37 and 34/100ths acres in lot 23 deeded August 14, 1891 to Frederic M. Heath by Henry E. Pierrepont and others to the corner of last mentioned land, and to 130 and 35/100ths acres in lot 23, deeded March 22, 1889 to Milton Heath by Henry E. Pierrepont and others; thence north 15 degrees west 2 chains, thence north 35 degrees west 6 chains 40 links; thence south 70 degrees west 5 chains, thence north 75 degrees west 4 chains, thence south 71 degrees west 5 chains 90 links; thence north 87 degrees west 8 chains 40 links; thence north 77 degrees west 4 chains 55 links; thence north 30 degrees west 15 chains 40 links; thence north 4 degrees east 12 chains 50 links all along the last mentioned land to the most westerly northwest corner thereof; thence north 87 degrees west 12 chains 10 links to the west line of lot 23, which is also the east line of lot 22, thence south 3 degrees west 26 chains along the said west line to the point of beginning containing 49 acres, more or less.

PARCEL FIFTY-SEVEN (Liber 199, cp 492, Nineteenth Parcel)

ALSO ALL THAT CERTAIN OTHER PIECE OR PARCEL OF LAND, situate in the Town of Waverly, number ten, Franklin County, and State of New York, known and distinguished as part of lot 31, bounded as follows: to wit: BEGINNING at the northeast corner of lot 31 marked by Surveyor W.B. Gilbert C.E., September or October 1841, by his spruce stake, witnessed by a spruce tree 9" in diameter 7 links northwest of stake; thence south on east line of lot 31 to the north line of land deeded said O.P. Dexter January 6, 1887; thence west on north line of said deeded land to the northwest corner of same; thence south on west line of same to the south line of lot 31; thence west on south line of said lot 31 to the southwest corner thereof, marked by Surveyor W. B. Gilbert September or October 1841, by a spruce stake, witnessed by a beech tree, 17 links northeast of stake; thence north on west line of lot 31 about 55 chains 44 links to the southwest corner of 84 acres formerly under contract to Harriet G. Baker, thence east on south line of said Baker lot about 40 chains to the southeast corner thereof; thence north on east line of same about 21 chains to the north line of lot 31; thence east on said lot line to the place of beginning, containing 337 and 50/100ths acres more or less.

PARCEL FIFTY-EIGHT (Liber 199, cp 492, Twentieth Parcel)

ALSO ALL THAT CERTAIN OTHER PIECE OR PARCEL OF LAND, situate in the said Town of Waverly, County of Franklin, and State of New York, bounded as follows; BEGINNING at the

northwest corner of lot No. 31, running thence south 88 degrees east 40 chains on the north line of lot 31 to the west line of land deeded O.P. Dexter, December 9, 1887; thence south 2 degrees west 21 chains and north 88 degrees west 40 chains on the bounds of said deeded land to the west line of lot No. 31; thence north 2 degrees east 21 chains on the west line of lot No. 31, to the place of beginning, containing 84 acres more or less.

PARCEL FIFTY-NINE (Liber 199, cp 492, Twenty-First Parcel)

ALSO ALL THAT CERTAIN OTHER PIECE OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin and State of New York, known as part of Lot No. 24, bounded as follows, to wit: BEGINNING in the south line of lot 24, at the southeast corner of 60 acres deeded Asa Moon, January 9, 1869, and running thence north 3 degrees east 4 chains on east line of said Moon's lot to the southwest corner of 43 and 19/100ths acres heretofore under contract to John Mashtar; thence east 33 chains on the south line of said contracted land to the southeast corner thereof and the west line of land once contracted to J. W. Shanley, thence south 2 degrees west one chain 93 links and south 6 degrees east 2 chains 30 links along the west line of said Shanley lot to the south line of lot No. 24, and the north line of 337 and 50/100ths acres deeded to said Dexter December, 1887; thence north 87 degrees west 33 chains 40 links on lot line to the place of beginning, containing 12 and 24/100ths acres, more or less.

PARCEL SIXTY (Liber 199, cp 492, Twenty-Second Parcel)

ALSO ALL THAT OTHER PIECE OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin and State of New York, known as part of lot 23, bounded as follows, to wit: BEGINNING at the southeast corner of lot 23, and runs thence north 86 degrees west 19 chains 50 links on the south line of said lot 23 to the southeast corner of 37 and 34/100ths acres deeded Frederic M. Heath 14th of August, 1891; thence north 4 degrees east 24 chains on the east line of said Heath lot to the south line of 130 and 35/100ths acres deeded Milton Heath 22nd of March, 1889; thence south 86 degrees east 4 chains 50 links and north 81 degrees east 15 chains on the south line of said Milton Heath's lot to the east line of lot 23; thence south 4 degrees west 25 chains 50 links on said lot line to the place of beginning, containing 48 and 75/100ths acres, more or less.

PARCEL SIXTY-ONE (Liber 199, cp 492, Twenty-Third Parcel)

ALSO ALL THAT OTHER PIECE OR PARCEL OF LAND, situate in the said Town of Waverly, County of Franklin and State of New York, bounded as follows: BEGINNING at the northwest corner of lot 38, and runs thence south 86 degrees east 37 chains 35 links on the north line of said lot 38 to land formerly owned by O.P. Dexter, thence south 4 degrees west 12 chains 58 links on line of said Dexter lot; thence north 86 degrees west 37 chains 35 links to the west line of lot 38, thence north 4 degrees east 12 chains 50 links on said lot line to the place of beginning, containing 46 and 8/100ths acres as surveyed by O.P. Whitney October 18th, 1879.

PARCEL SIXTY-TWO (Liber 199, cp 492, Twenty-Fourth Parcel)

ALSO ALL THAT CERTAIN OTHER PIECE OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin and State of New York, known as part of lot 24, bounded as follows: BEGINNING in the south line of said lot 24 and 14 chains 36 links eastwardly from the southwest corner thereof, and runs thence north 3 degrees east 23 chains 8 links; thence south 87 degrees east 26 chains; thence south 3 degrees west 23 chains 8 links to the south line of said lot 24; thence thereon north 87 degrees west 26 chains to the place of beginning, containing 60 acres, more or less, as surveyed November 26, 1868 by Milton Heath.

PARCEL SIXTY-THREE (Liber 199, cp 492, Twenty-Fifth Parcel)

ALSO ALL THAT CERTAIN OTHER PIECE OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin and State of New York, known as part of lot 24, bounded as follows: BEGINNING in the east line of 60 acres deeded Asa Moon by Henry E. Pierrepont January 9, 1869, (said east line being one continuous straight line COMMENCING in the south line of said lot 24, forty chains 36 links in the southwest corner thereof) and also at the northwest corner of 12 and 24/100 acres deeded O.P. Dexter by Henry E. Pierrepont and others, November 21, 1888, running thence north 2 degrees east 22 chains 8 links along the east line of said Moon's lot and east line of 89 and 85/100ths acres deeded to William D. Dustin by Henry E. Pierrepont February 12, 1887; thence south 88 degrees east 35 chains 45 links to the east line of said lot 24; thence south 2 degrees west 16 chains 75 links along said lot line to an angle in land deeded to Milton Heath by Henry E. Pierrepont and others; November 15, 1889; thence south 43 degrees west 3 chains 5 links; thence south 21 degrees 30' west one chain sixty-five links, both along said Heath's line and along the center of the surveyed road to the northeast corner of the above mentioned lot; thence north 88 degrees west 33 chains to the place of beginning, containing 77 and 54/100ths acres more or less.

PARCEL SIXTY-FOUR (Liber 199, cp 492, Twenty-Sixth Parcel)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Town of Waverly, County of Franklin and State of New York, known as part of lot 23, bounded as follows: BEGINNING in the east line of said lot 23, at the north east corner of 48 75/100 acres of land deeded October 19, 1892 to O.P. Dexter by Henry E. Pierrepont and others, and running thence north 4 degrees east along east line of lot twenty-three, which is also the west line of lot 24, sixteen chains 50 links; thence north 86 degrees west 20 chains 20 links; thence north 4 degrees east 24 chains; thence north 86 degrees west 13 chains 7 links; thence north 4 degrees east 5 chains; thence north 87 degrees west 13 chains one link; thence south 4 degrees west 19 chains 50 links; thence north 86 degrees west 14 chains 70 links; thence south 4 degrees west 12 chains 50 links; thence south 30 degrees east 5 chains 40 links; thence south 77 degrees east 4 chains 55 links, thence south 87 degrees east 8 chains 40 links; thence north 71 degrees east 5 chains 90 links; thence south 75 degrees east 4 chains; thence north 70 degrees east 5 chains; thence south 35 degrees east 6 chains 40 links, thence south 15 degrees east 5 chains 70 links, partly along land

deeded August 22, 1892 to George W. Dustin by Frederic M. Heath; thence south 86 degrees east 10 chains 75 links along last mentioned line and along the 48 and 75/100 acres before mentioned; thence along the latter north 81 degrees east 15 chains to the point of beginning, containing 156 and 95/100 acres, more or less. This description includes two pieces of land formerly deeded to B. O. Orcutt, the first of 26.6 acres deeded January 3, 1894, by Henry E. Pierrepont and others and the second of 130.35 acres dated February 12, 1894, by Frederic M. Heath.

PARCEL SIXTY-FIVE (Liber 199, cp 492, Twenty-Seventh Parcel)

ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin and State of New York, described and bounded as follows: BEGINNING at the S.E. corner of 12 and 24/100 acres in lot No. 24 and also in the south line of said lot No. 24; thence N. 6 degrees W. 2 chains and 30 links; thence N. 22 degrees E. one chain and 93 links both courses along said 12 and 24/100 acre lot; thence N. 4 degrees W. 9 chains and 25 links along the east line of lot and John Mashterre lot of 43 19/100 acres in lot 24 and to the S. W. corner of George Meacham lot of 47 32/100 acres in lot No. 25 thence S. 86 degrees E. 23 chains and 75 links to the S.E. corner of 25 85/100 acres deeded September 29, 1887, to G.L. Meacham by Henry E. Pierrepont; thence N. 4 degrees E. 2 chains along said Meacham lot to the S.W. corner of 38 40/100 acres deeded April 11, 1889, to J.W. Shanley by Henry E. Pierrepont and others; thence S. 86 degrees E. 36 chains and 75 links along said Shanley lot to its S.E. corner and west line of 221 82/100 acres in lots No. 25 and No. 26 deeded January 12, 1883, to Milton Heath by Henry E. Pierrepont and others; thence S. 4 degrees west along said Heath lot 20 chains and 20 links to the south line of lot No. 25 and the N.W. corner of the George Hanley lot of 32.07 acres in the N.E. corner of lot No. 32; thence N. 86° W. along the south line of lots No. 25 and 24 about 51 chains and 8 links to the place of beginning, containing 107 61/100 acres more or less.

PARCEL SIXTY-SIX (Liber 199, cp 492, Twenty-Eighth Parcel)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Waverly (Township 10) County of Franklin and State of New York, described as follows: Being the north one-half of lot No. 32 EXCEPTING 32 and 7/100 acres in the northeast corner known as the George Hanley lot, the remainder being 259 acres and 87/100ths of an acre, more or less.

PARCEL SIXTY-SEVEN (Liber 199, cp 492, Twenty-Ninth Parcel)

ALSO ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin and State of New York, bounded and described as follows:- BEGINNING in the south line of lot No. 26 and at the S.E. corner of 221 82/100 acres in lots No. 25 and No. 26 deeded to Milton Heath January 12, 1883, thence along the east line of the said Heath lot N. 4 degrees E. 32 chains to the S.W corner of 67 38/100 acres deeded March 1, 1866, to Parker Converse by Henry E. Pierrepont and others; thence S. 86 degrees E. 20 chains along last mentioned land to the west line of 143 74/100 acres in lot No. 26 deeded February 16, 1867, to Edward Spaulding, Trustee, by Henry E. Pierrepont; thence S. 4 degrees W. 32 chains along the

last mentioned land to the S.W. corner thereof, and the south line of lot No. 26; thence S. 86 degrees W. 20 chains along the south line of Lot No. 26 to the place of beginning, containing 64 acres, more or less.

PARCEL SIXTY-EIGHT (Liber 199, cp 492, Thirtieth Parcel)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin and State of New York, being a part of lot 16 and bounded as follows: BEGINNING at the S.W. corner of 68 58/100ths acres deeded Milton Heath December 20, 1890; thence N. 3 degrees E. eleven chains (11) to the S.E. corner of 25 acres deeded A. J. Norton March 1878; thence N. 87 degrees W. twelve chains along S. Line of said Norton lot to N. E. corner of 38.21 acres; thence south 3 degrees E. thirteen chains ninety one links to N.E. corner of Pierrepont lot; thence S. along 18.56 acres deeded F. N. Heath November 23, 1897; thence S. 84 degrees E. ten chains seventy-one links (10.71) to post and stones; thence N. 3 degrees E. two chains eleven links (2.11) to post and stones; thence S. 85 degrees E. two chains (2.00) to place of beginning, containing 15.88 acres more or less.

PARCEL SIXTY-NINE (Liber 199, cp 492, Thirty First Parcel)

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, situate, lying and being in the Town of Waverly, No. 10, County of Franklin and State of New York, known and distinguished as part of Lot Number 29 and is bounded as follows, to wit; BEGINNING in the East line of Lot No. 29 at N. E. corner of 38 38/100ths acres deeded Wm. T. O.'Neil 19th Nov. 1904 and running thence N. on lot line about thirteen chains and fifty links to the S.E. corner of 51 acres deeded to Milton Heath 20 Dec. 1890, thence W. on S. line of said Heath lot twenty-five chains to E. line of 85 12/100 acres deeded F.W. Heath 23rd Nov. 1897; thence S. on line of same about thirteen chains fifty links to N. line of before mentioned O'Neil lot; thence E. On N. line of same twenty-five chains twenty-five links to the East line of lot 29 and the place of beginning, containing thirty-seven and 50/100 acres, more or less, with the usual reservations.

PARCEL SEVENTY (Liber 199, cp 492, Thirty Second Parcel)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin and State of New York, being part of Lots No. 29 and 30 in Township No. 10 bounded as follows: BEGINNING at southeast corner of 25 acres deeded M. Clark and Jas. Tharrett April 3rd, 1869, thence North 3 degrees east six chains (6 chs.) to North line of Lot 29 and a corner of land contracted to Theodore Young, thence South 26½ degrees East three chains, twenty eight links (3.28) and South 86 degrees East five chains twenty-five links (5.25) and South 82 degrees East three chains two links (3.02) all along said Young's south line, to his southeast corner and the east line of lot 29, thence south 3 degrees West 3 chains twenty five links (3.25) along said lot line, thence south 87 degrees East seven chains fifty links (7.50) to Northwest corner of 45 23/100 acres deeded S. & E. Chambers Feb. 21st, 1890, thence South 3 degrees West sixteen chains seventy-five links (16.75) to Southwest corner of said Chamber's lot, thence North 87 degrees

West seven chains fifty links (7.50) to West line of Lot 30, thence north 87 degrees West twenty-five chains (25 chs.) to East line of land contracted to Mrs. Christian, thence North 3 degrees East nineteen chains (19.00) along Christian line of Southwest corner of above mentioned Clark & Tharret Lot, thence South 87 degrees East sixteen chains (16.00) to place of beginning, containing sixty three and 56/100 acres of land more or less.

PARCEL SEVENTY-ONE (Liber 199, cp 492, Thirty Third Parcel)

ALL THAT CERTAIN FARM LOT, PIECE OR PARCEL OF LAND, situate, lying and being in the Town of Waverly, No. 10, County of Franklin and State of New York, known and distinguished as part of Lot number 29 and is bounded as follows, to wit: BEGINNING in Lot No. 29 at N.E corner of 66 50/100 acres deeded F. M. Heath 8th Aug. 1892, thence N. 87 degrees W. one chain on N. line of same to S.E. corner of 85 12/100 acres deeded said Heath 23rd Nov. 1897; thence N. 3 degrees E. one chain twelve links on E. line of same to a stake, thence S. 87 degrees E. twenty-five chains twenty-five links to E. line of Lot 29; thence S. 3 degrees W. sixteen chains twelve links on lot line, thence N.87 degrees W. twenty-four chains to E. line of the 1st mentioned Heath lot; thence N. 3 degrees east fifteen chains thence to the place of beginning, containing thirty-eight and 38/100 acres more or less- with the usual reservation as to mines of gold or silver.

PARCEL SEVENTY-TWO (Liber 199, cp 492, Thirty Fourth Parcel)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin and State of New York, being part of lot 36 of Township No. 10, of said Town and bounded as follows BEGINNING at north east corner of said lot 36, thence S. 3 degrees W. thirty-four chains thirty links (34.30) along E. line of said lot 36, to N. line of Larocque lot; thence N. 87 degrees W. twenty three chains (23.00) to E. line of 277 3/100 acres deeded F. M. Heath Feb. 28, 1893; thence N. 3 degrees E. thirty-four chains fifty links (34.50) to N.E. corner of said 277 3/100 acres and N. line of said lot 36; thence S. 87 degrees E. twenty-three chains fifteen links (23.15) to place of beginning, containing 81 70/100 acres of land, more or less.

PARCEL SEVENTY-THREE (Liber 199, cp 492, Thirty Fifth Parcel)

ALL THAT CERTAIN FARM LOT PIECE OR PARCEL OF LAND situate, lying and being in the Town of Waverly No. 10, County of Franklin and State of New York, known and distinguished as part of Lot number 29, and is bounded as follows, to wit; BEGINNING at the south-east corner of thirty-five acres deeded to S.W. and E.G. Chambers, 21 February 1890, and running thence south three degrees West thirteen chains on west line of land deeded to F.M. Heath 8 August 1892, to the southwest corner thereof; thence on same course continued ten chains to the south line of lot twenty-nine; thence north eighty-seven degrees west thirteen chains, twelve links on lot line to an angle in bounds of two hundred and seventy-seven and 3/100 acres deeded to F. M. Heath, 28 February, 1893; thence north three degrees east nine chains, sixty-nine links, and north eighty-seven degrees west eight chains and eighty-seven links on bounds of same to south-

east corner of eight acres deeded to O.P. Dexter, 8 November, 1902; thence North three degrees east thirteen chains, thirty-two links to the northeast corner of the said Dexter lot and south line of the before mentioned Chambers' lot; thence south eighty-seven degrees east twenty-one chains and ninety-nine links to the place of beginning, containing forty-two acres, more or less with the usual reservations.

PARCEL SEVENTY-FOUR (Liber 199, cp 492, Thirty Sixth Parcel)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town (Township 10) of Waverly, County of Franklin, and State of New York, in lot 32 of said Township bounded and described as follows: BEGINNING at the northeast corner of said Lot #32 and running thence south 3 degrees west ten chains and eighty-four links (10.84) along lot line to the North line of land deeded M. Heath Nov. 15, 1889; thence N. 87 degrees W. twenty-nine chains and ninety links (29.90) to an angle in the said Heath lot; thence N.3 degrees E. eleven chains (11.00) to the North line of lot #32; thence S. 87 degrees E. thirty chains (30) to place of beginning, containing thirty-two and 7/100 acres of land more or less.

PARCEL SEVENTY-FIVE (Liber 199, cp 492, Thirty Seventh Parcel)

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate in the Town of Dickenson, County of Franklin and State of New York, Number 10, (now Waverly) known and distinguished as part of Lot No. 15 and bounded as follows: viz: BEGINNING at a point in the Lot, Town and County line where the S. W. corner of 47.25 acres, deeded to James Bordrow, in 1874, meets the same, and running thence along said deeded land S. 87 degrees E. 23 25/100 chains, thence south 3 degrees West 10 chains to Lot known as the Arquit Lot, thence along the bounds of said Lot N. 87 degrees West 3 25/100 chains, thence south 3 degrees west 13 chains, thence north 87 degrees west 20 chains to the county line; thence north 3 degrees east on said county line 22 91/100 chains to the place of beginning, containing 48.39 acres of land, more or less.

PARCEL SEVENTY-SIX (Liber 199, cp 492, Thirty Eighth Parcel)

THAT TRACT, PIECE OR PARCEL OF LAND, situate in the County of Franklin, and State of New York, viz:

Macomb's Purchase
Great Tract one (1)
Township ten (10)

Lot twenty-nine (29), fourteen (14) acres, to be laid out in the form of a parallelogram, as near as may be, across the South side of fifteen (15) acres, more or less, in the south-west corner of the lot, bounded north and east by land of A.L. Blake, South by the Lot line and west by the County line; (the whole of said fifteen (15) acres parcel having been liable for sale for taxes).

Note. Unable to establish title back of this sale by the Comptroller. It is believed that title was in the Pierreponts who had given a contract to another who did not pay the taxes. Sales was for arrears of taxes for the years 1904, 1905, 1906, 1907, and 1908. From and including 1903 (and perhaps prior thereto) and to and including the year 1910 it was assessed as non-resident lands. The tax for the year 1903 ($.62) was paid by some one whose name the records fail to disclose. Thereafter the tax on this land was not paid until after its purchase by Henry E. O'Neil at the 1910 Tax Sale.

PARCEL SEVENTY-SEVEN (Liber 199, cp 492, Thirty Ninth Parcel)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin and State of New York, being part of Lots 22 and 29 and bounded as follows: BEGINNING at S.E. corner of Lot 22- thence S. 4 degrees W. five chains (5.00) to center of surveyed road; Thence N. 82 degrees W. three chains two links (3.02); N. 68 degrees W. five chains twenty-five links (5.25); N. 26 ½ degrees W. three chains twenty-eight links (3.28) all along center said road to E. line of 25.52 acres deeded Clark and Tharett; thence N. 4 degrees E. nine chains and ninety links (9.90) to N.E. corner thereof; thence N. 86 degrees W. sixteen chains (16) to N. W. corner thereof; thence S. 4 degrees W. nineteen links (.19) to center of surveyed road; thence N. 86 degrees W. fifty-five links (.55); N. 41½ degrees W. nine chains nine links (9.09); N. 74 degrees W. one chain twenty-nine links (1.29); N. 49 degrees W. one chain (1.00) to Cascanette lot and center of main road; N. 20 degrees E. two chains thirty-two links (2.32); N. 11 degrees W. three chains ninety-five links (3.95); N. 7 degrees E. three chains sixty-one links (3.61) along center of road; thence S. 86 degrees E. thirty-five chains fifty links (35.50) to E. line of lot 22; thence S.4 degrees W. twenty-five chains ninety-five links (25.95) to place of beginning, containing 66 61/100 acres more or less.

PARCEL SEVENTY-EIGHT (Liber 199, cp 492, Fortieth Parcel)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin and State of New York, #10, known and distinguished as part of Lot No. 29 and is bounded as follows, to wit:- BEGINNING first in the west line of Lot No. 29, at the south-west corner of 50 41/100 acres deeded Chambers the 26th day of February, 1877, and running thence south 88 degrees east, 28 chains to the southwest corner of land under contract in 1890 to Frank Christian; thence south 2 degrees west, 12 chains and 50 links; thence North, 88 degrees west 28 chains to the west line of Lot No. 29, thence thereon North, 2 degrees east, 12 chains and 50 links to the place of beginning, containing 35 acres more or less.

PARCEL SEVENTY-NINE (Liber 199, cp 492, Forty First Parcel)

ALSO ANOTHER TRACT OR PARCEL OF LAND in said last mentioned County of Franklin and State of New York, described as follows, to wit: BEGINNING on Lot No. 30, at an angle in bounds of 553 acres deeded M. Heath in January, 1890 and running thence North, 88 degrees West, 27 chains; thence North, 2 degrees East, 16 chains and 75 links; thence South 88 degrees

East, 28 chains to the West line of said Heath lot; thence South, 2 degrees west, thereon 16 chains 75 links to the place of beginning, containing 45 23/100 acres, more or less.

PARCEL EIGHTY (Liber 199, cp 492, Forty Second Parcel)

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin, aforesaid, being part of Lots 22 and 29 and bounded as follows: BEGINNING at the northeast corner of 50 41/100 acres deeded Samuel W. Chambers February 26th, 1877, and running thence North, 87 degrees west, 4 chains 73 links to corner of Gilbert Cascanette Lot; thence North 33 1/2 degrees east, 4 chains and 20 links; thence north, 56 1/2 degrees east, 6 chains 10 links; thence north 70 degrees east, 6 chains and 90 links; all along Gilbert Cascanette line; thence north, 70 degrees east, 6 chains and 15 links to the northwest corner of the Frank Christian Lot; thence South, 3 degrees West, 29 chains and 66 links to the northeast corner of land deeded F. Heath August 1892; thence north, 87 degrees West, 14 chains to the north-west corner of said F. Heath lot; thence north, 3 degrees east, 18 chains and 15 links to the place of beginning, containing 38 and 55/100 acres, more or less.

PARCEL EIGHTY-ONE (Liber 199, cp 492, Forty Third Parcel)

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate in said Town of Waverly, County of Franklin, and State of New York, and being part of Great Lot No. 29, Township 10, and bounded as follows, to wit: BEGINNING at the northeast corner of 35 acres deeded S. and E. Chambers February 21st, 1890, and running north, 86 degrees west, 14 chains to the southeast corner of 50 and 41/100 acres deeded Samuel Chambers February 26th, 1877; thence North 4 degrees East, 17 chains 85 links along east line thereof; thence south, 86 degrees east, 14 chains to the west line of land held under contract by Mrs. Christian in September, 1894; thence South, 4 degrees west, 17 chains and 85 links and south, 4 degrees west, 3 chains 50 links; thence south, 86 degrees east, 16 chains 31 links; thence north, 4 degrees east, 25 chains 50 links to the southeast corner of said Christian lot; thence north, 84 degrees west, 16 chains and 31 links to the place of beginning, containing 66 59/100 acres of land, more or less.

PARCEL EIGHTY-TWO (Liber 199, cp 492, Forty Fourth Parcel)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin and State of New York, being a part of lot 15, and bounded as follows:- BEGINNING at the S.E. corner of 32 and 23/100 acres deeded M. Heath Nov. 15, 1889 & in center of a road; thence S. 15 degrees E. ten chains seventy-five links (10.75) along center of said road; thence S. 24 degrees W. one chain (1) along said road center to N.E. corner of Frank Miner 51.91 acres lot; thence N. 87 degrees W. twenty-seven chains eleven links (27.11) to N.W. corner of said Miner lot; thence N.3 degrees E. five chains seventy-five links (5.75) to an angle in 106.29 acres deeded O.P. Dexter; thence N. 87 degrees W. Seven chains fifty links to a corner of a lot deeded Wm. Gilbraith 1880, thence N. 3 degrees E. six chains (6) to S.E. corner of Raymond 32.22 acres thence S. 87 degrees E. thirty chains twenty-five links to place of beginning, containing 35 and

6/100 acres, more or less, EXCEPTING three acres in the southeast corner owned by Frank Giffin.

PARCEL EIGHTY-THREE (Liber 199, cp 492, Forty Fifth Parcel)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin and State of New York and is distinguished as part of Lot No. 15, Township No. 10 Waverly, and is bounded as follows: BEGINNING in the County line between the Counties of Franklin and St. Lawrence in the southwest corner of a lot of 100 acres surveyed for C.C. Weller, distant 25 chains South 3 degrees West from the Northwest corner of said lot No. 15; thence along the south line of said 100 acre lot south 87 degrees East twenty-four chains (24 chs.); thence South 3 degrees West twenty chains (20); thence North 87 degrees West twenty three chains and twenty-five links (23 chs. 25 links) to said County line; thence thereon North 3 degrees East twenty chains (20 chs.) to the place of beginning, containing forty-seven and 25/100 acres of land, be the same more or less.

PARCEL EIGHTY-FOUR (Liber 199, cp 492, Forty Sixth Parcel)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin and State of New York, being part of Joseph Sochia lot #22, Township #10, bounded as follows: BEGINNING at the N.W. corner of the Theodore Young lot once occupied by Joseph Regis running thence northerly along the center of the road to the S. Line of the Peter Bean lot; thence easterly (S. 88 degrees E.) to the E. line of Great Lot #22; thence S. 2 degrees W. 14 75/100 chains to the N.E. corner of the Theodore Young lot; thence N. 88 degrees W. 35 50/100 chains to the place of beginning, containing about forty-four acres.

PARCEL EIGHTY-FIVE (Liber 199, cp 492, Forty Seventh Parcel)

ALL THOSE LOTS OR PARCELS OF LAND, with the buildings and IMPROVEMENTS THEREON, in the Township of Waverly, County of Franklin, and State of New York, bounded and described as follows: BEGINNING at the northwest corner of lot 23, thence south 88 degrees east 7.25 chains along the lot line and boundary of a lot of 50 acres deeded to Gilbert Story June 11th, 1886, to an angle in said Story lot; thence south 3 degrees west 7 chains to a corner of said Story lot; thence south 88 degrees east 2 chains along the boundary of said Story lot; thence south 5 degrees west 20 chains to the northerly line of the lot of 49 acres deeded to O.P. Dexter September 17th, 1895; thence north 87 degrees west 9 chains along the northerly line of said Dexter lot to the westerly line of lot 23; thence north 2 degrees east 27 chains along the lot line to the point and place of beginning, containing 23 acres, more or less.

PARCEL EIGHTY-SIX (Liber 199, cp 492, Forty Eighth Parcel)

ALL THOSE LOTS OR PARCELS OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON, in the Township of Waverly, Franklin County, and State of New

York, bounded and described as follows: BEGINNING at the northwest corner of the 26.6 acres deeded to B.L. Orcutt January 3d, 1894; thence south 3 degrees west 19.5 chains along the westerly line of said Orcutt lot to the southwest corner thereof and the northerly line of the 130.35 acres deeded to M. Heath, March 22nd, 1889; thence north 87 degrees west 17.8 chains along the northerly line of said Heath lot and the lot of 49 acres deeded to O.P. Dexter September 17th, 1895; thence north 3 degrees east 20 chains to the southernmost line of the 50 acres deeded to Gilbert Story June 11th, 1886; thence south 87 degrees east 14 chains along said southernmost line of said Story lot to the southeast corner thereof; thence south 3 degrees west 1.5 chains to the northerly line, if continued, of a lot of 26.6 acres deeded to B.L. Orcutt December 3rd, 1894; thence south 87 degrees east 4 chains along said line to the point and place of beginning, containing 37.27 acres more or less.

PARCEL EIGHTY-SEVEN (Liber 199, cp 492, Forty-Ninth Parcel)

ALL THOSE LOTS OR PARCELS OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON, in the Township of Waverly, County of Franklin, and State of New York, bounded and described as follows: BEGINNING at the southeast corner of lot 29, thence south 88 degrees west 40.8 chains along the southerly line of said lot to the southeast corner of a lot of 42 acres deeded to H.E. O'Neil December 7th, 1909; thence north 3 degrees east 8.6 chains along the easterly line of said O'Neil lot to the southwest corner of a lot of 66.59 acres deeded to F M. Heath August 8th, 1892; thence south 88 degrees east 16.31 chains to the southeast corner of said Heath lot, thence north 3 degrees east 10.5 chains along the easterly line of said Heath lot to the southwest corner of a lot of 38.38 acres deeded to William T. O'Neil November 19th, 1904, thence south 87 degrees east 24 chains to the southeast corner of the said William T. O'Neil lot and the easterly line of lot 29, thence south 2 degrees west 20.08 chains along said lot line to the point and place of beginning, containing 61.21 acres.

FURTHER excepting and excluding therefrom that portion or portions described in and conveyed by the following deeds:

-Deed from St. Regis Corporation to Michael J. Richards, Laura A. Richards, Maurice G. Richards and Janet S. Richards dated 11/9/84 and recorded 12/6/84 in Liber 517 Cp 487 in the Franklin County Clerk's Office;

-Deed from Champion International Corporation to Town of Waverly, dated 10/28/86 and recorded 6/23/87 in Liber 530 Cp 552 in the Franklin County Clerk's Office;

PARCEL EIGHTY-EIGHT (Liber 209 Cp 322)

ALL THAT TRACT OR PARCEL OF LAND, situate in the town of Santa Clara, County of Franklin and State of New York, designated and described as the Northwest corner of Township No. 14 of the said town of Santa Clara, containing about six thousand two hundred acres of land, more or less, and is the same tract of land conveyed to John Hurd by the Santa Clara Lumber

Company on or about the 23rd day of June, 1891, and embraces all the buildings, coalkilns and brickyard known as the SPRING COVE VILLAGE.

This conveyance includes all the rights acquired through Powell and Botsford, Trustees, and their grantors; subject to reservations of river and land upon either side thereof as the same is reserved to the Santa Clara Lumber Company in aforesaid deed to John Hurd, to which reference is made and also right of way of Adirondack Railroad.

Being the same premises conveyed by Horace W. Downey to Floyd L. Carlisle, Fred L. Dewey and Stanley D. Benjamin, as Committee, etc., by deed dated November 26, 1919 and recorded in Franklin County Clerk's Office in Liber 167 of Deeds, at page 363.

PARCEL EIGHTY-NINE (Liber 224 Cp 185 First Parcel)

ALL THAT CERTAIN STRIP OR PARCEL OF LAND situate in Lot 24, Township 11, Great Tract No. 1 of Macomb's Purchase, in the Town of Santa Clara, County of Franklin and State of New York; being all the lands embraced within the right-of-way of the former Ottawa Division of the railroad of the New York Central Railroad Company extending in a general southeasterly direction from the westerly line of said Lot 24 to the center line of the St. Regis Falls-Santa Clara Highway, known as State Route No. 72, said center line being also the northerly line of that parcel of land conveyed by said party of the first part to Right Reverend J.H. Conroy and others, as Trustees of St. Peter's Church of Santa Clara, N.Y., by deed dated November 10, 1937;

BEING part of the premises conveyed by John Hurd to Northern Adirondack Extension Railroad Company by deed dated March 14, 1887 and recorded in the Office of the Clerk of Franklin County in Liber 79 of Deeds, at page 393.

PARCEL NINETY (Liber 224 page 185 Second Parcel)

ALSO all the right, title and interest of said party of the first part, in and to ALL THAT PARCEL OF LAND situate in the Town, County and State aforesaid, described in a certain deed dated January 19, 1892 from John Hurd and Hannah W.T. Hurd, his wife, to Northern Adirondack Railroad Company, recorded in the office of the Clerk of Franklin County in Liber 92 of Deeds; at page 157, in which said deed said parcel is bounded and described as follows:

BEGINNING at a point on the easterly line of the right-of-way of the Northern Adirondack Railroad Company one hundred (100) feet to the north of the car shops of said Company; and running

Thence easterly at right angles to said right-of-way two hundred (200) feet;

Thence southerly on a line parallel with said right-of-way four hundred (400) feet;

Thence at right angles in a westerly direction about two hundred (200) feet to the said right-of-way;

Thence northerly along said right-of-way about four hundred (400) feet to the point and place of beginning;

CONTAINING one and eight tenths (1.8) acres of land, more or less.

SUBJECT to any and all exceptions, reservations, limitations and conditions contained in said deeds from John Hurd and Hannah W. T. Hurd, his wife, as aforesaid.

PARCEL NINETY-ONE (Liber 216 page 283 First Parcel)

ALL THAT TRACT OR PARCEL OF LAND situate in the town of Hopkinton, County of St. Lawrence and State of New York, being the northeast quarter of Township No. 12, called Riversdale, of Great Tract No.2 of Macomb's Purchase, bounded northerly by the southerly line of Township No. 15 of said Great Tract, East by the east line of said Great Tract, being the line between the said County of St. Lawrence and the County of Franklin, South by the south half of said township No. 12 and west by the northwest quarter thereof, containing 7,571 acres of land, be the same more or less; EXCEPTING therefrom the parcel conveyed by Wm. F. Edlefson et al, Trustees, to the Brooklyn Cooperage Company, a corporation organized under the laws of the State of New York, and having an office at 117 Wall Street, in the City of New York, by a deed dated July 30, 1925, and recorded in the Clerk's office of the County of Saint Lawrence on the 29th day of August 1925, in Liber 228 of Deeds, at page 408, and particularly described as follows: ALL THAT TRACT OR PARCEL OF LAND situate, lying and being in Big Lot #12 as shown on map of F.A. Cutting of N.E. ¼ of Township of Riversdale and more particular described as follows: BEGINNING at a point in the north line of the south ½ of Riversdale at the S.W. corner of said Big Lot #12 as shown on said Cutting map and running thence North 5° East 45.80 chains to a post and stones; thence South 85° west 44 chains to a post and stones thence South 50 West 45.80 chains to a post and stones; thence North 85° West 44 chains to a post and stones and the place of beginning, containing 201.52 acres of land as surveyed by H. H. Hazen, surveyor, April 1925, as shown on a plat attached to and made a part of the deed given to the said Brooklyn Cooperage Company; AND also all the right, title and interest of the parties of the first part in and to the right of way over and upon a certain road in the northeast corner of the property conveyed by Wm. F. Edlefson et al Trustees, to the Brooklyn Cooperage Company by the said deed dated July 30th, 1925, which said road is particularly shown and marked "Train Pond Road" on the plat attached to and made a part of the aforesaid deed and which right of way was reserved in and by the said aforesaid deed.

PARCEL NINETY-TWO (Liber 216 page 283 Second Parcel)

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the Town, County and State aforesaid, and known as Section No. 29 of the Palmer Tract and bounded and described as

follows: BEGINNING in the south line of the said Palmer Tract at the southwest corner of section No. 30 of said tract, and running thence west along the south line of said tract as the compass formerly bore, 79 chains 75 links to the southeast corner of section No. 28 of said tract; thence along the east bounds of said section No. 28 north 1½° east 37 chains 80 links and north 1° west 39 chains 85 links to the northeast corner thereof, and the southwest corner of section No. 24 of said tract; thence along the south line of said section No. 24 of said tract south 85° east 40 chains 72 links and south 85½° east 39 chains 90 links to the southeast corner of section No. 24 and northeast corner of section No. 30 of said tract; thence along the west line of said section No. 30 south 2° west 38 chains 74 links and south 30' west 37 chains 10 links to the place of beginning, containing 608 and 34/100 acres of land, be the same more or less, as formerly surveyed by A. S. Smith.

PARCEL NINETY-THREE (Liber 216 page 283 Third Parcel)

ALSO ALL THAT OTHER TRACT OR PARCEL OF LAND in the Town County and State aforesaid, being the whole of subdivision #3 or Section #30 of the Palmer Tract, so called, and bounded and described as follows: BEGINNING at the southwest corner of said section #30 and running thence north 30' east 37 chains and 10 links along the west line of said section #30; thence south 86° east 39 chains and 48 links to the northwest corner of subsection #4 of said section #30, thence south 3° 30' west 34 chains and 78 links to the southwest corner said subsection #4 and south line of Palmer Tract, thence north 89° west 37 chains and 96 links along said south line of Palmer Tract to the place of beginning, containing 139 and 16/100 acres, more or less.

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the County of Franklin and State of New York, in the westerly portion of township No. 13 of Great Tract No. 1, Macomb's Purchase, bounded and described as follows: BEGINNING at a spruce post and stones set in the line between St. Lawrence and Franklin Counties, whence the east center corner of Riversdale township in Saint Lawrence County bears N. 4° E. 2 and 89/100 chains and the westerly center corner of township No. 13 of Franklin County (or Wilson Cor.) bears N. 4° E. 3 and 98/100 chains; thence south 86° east 25 chains to a spruce post 4" x 4" on S. W. side of high rocky bluff, thence north 86° west 85 chains intersecting said county line at a pine tree 5" Dia. Squared, thence south 4° west 81 and 50/100 chains along the county line across Train Pond to the place of beginning, containing 83 and ¾ acres of land and water, be the same more or less.

PARCEL NINETY-FOUR (Liber 216 page 283 Fourth Parcel)

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the County of Franklin and State of New York, in the westerly portion of township No. 13 of Great Tract No. 1, Macomb's Purchase bounded and described as follows: BEGINNING at a spruce post and stones set in the line between St. Lawrence and Franklin Counties, whence the east center corner of Riversdale township in Saint Lawrence County bears N. 4° E. 2 and 89/100 chains and the westerly center corner of township No. 13 of Franklin County (or Wilson Cor.) bears N. 4° E. 3 and 98/100

chains; thence south 86° east 25 chains to a spruce post 4" x 4" in stones; thence north 4° east 21 and 50/100 chains to a spruce post 4" x 4" set at S. W. Side of high rocky bluff, thence north 86° west 25 chains intersecting said county line at a pine tree 5" Dia. squared, thence south 4° west 21 and 50/100 chains along the county line across Train pond to the place of beginning, containing 53 and 3/4 acres of land and water, be the same more or less.

RESERVING, however, from the first above described parcels the following tract or parcel of land conveyed by Gould Paper Company to Clifford Mason, and described as follows: ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Hopkinton County of St. Lawrence and State of New York, and being a part of Great Tract No. 2 of Macomb's Purchase, more particularly bounded as follows: BEGINNING at a point on the shore of Lake Ozonia at low water mark, said point of beginning, being on the line which is the southerly line of land: of Northern New York Utilities, Inc., and which line is also the northerly line of lands formerly of Cutting Forest Preserve, Inc. and Frank A. Cutting, and runs thence S. 82° E. along the said line 8 chs. 18 lk. To a post standing in the line between the Counties of St. Lawrence and Franklin; thence southerly along the said county line 6 ch. 11 lk. To a stake; thence S. 79 ¾° E. 9 ch. 35 lk. along a line of marked trees to the shore of Lake Ozonia at low water mark; thence in a northeasterly and northerly direction along the low water line of said lake to place of beginning, containing 5 and 75/100 acres of land, more or less, as surveyed by S. J. Neff August 1927. (The second course in this deed "thence southerly along the said county line 6 chs. 11 lks. to a stake " is omitted from the record of this deed in St. Lawrence County Clerk's office.) The above reserved parcel was conveyed by deed dated Oct. 2, 1929, recorded in St. Lawrence County Clerk's office on Nov. 12, 1929 in Liber 259 of Deeds at page 136.

RESERVING to Gould Paper Company the right to remove any or all the hardwood timber down to 12 inches on the stump and all the merchantable soft wood standing on the above described lands, at any time within ten years from the date hereof, with rights of ingress and egress and all rights necessary for removing such timber. No personal property is intended to be conveyed by this deed.

ALSO RESERVING the use of all buildings during such lumbering operations and the right to remove the saw mill and all machinery and equipment therein upon or before the completion of such lumbering.

The land hereby conveyed are a portion of the same premises deeded to said Gould Paper Company by deed dated Dec. 22, 1926 by Wm. F. Edlefson and others as Trustees, recorded in St. Lawrence County Clerk's Office in Liber 238 of Deeds at page 167, and in Franklin County Clerk's Office in Liber 192 of Deeds at page 132.

PARCEL NINETY-FIVE (Liber 216 cp 286 First Parcel)

ALL THOSE CERTAIN TRACTS, LOTS, PIECES OR PARCELS OF LAND, situate, lying and being in the Town of Waverly, County of Franklin and State of New York, known and distinguishable as port of lots Numbers 36, 37, 38, 43, 44 and 45, and bounded as follows: west (A) BEGINNING, first, on Lot No. 37, at the southwest corner of 39.29 acres deeded to H.H. Briggs, 27th November, 1909, and on east line of Lot No. 36, and running thence south 88° east 35 chains 47 links, to the northwest corner of 110.40 acres deeded F. M. Heath, 8th August, 1892; thence south 2° west 27 chains 60 links and south 88° E. 40 chains on bounds of same to east line of Lot No. 37, and west line of 62.05 acres deeded F.M. Heath, 1st July, 1899; thence south 4° West 5 chains to southwest corner thereof; thence south 88° east 30 chains 50 links to the southeast corner of same, and west line of 45.60 acres, deeded to O.P. Dexter, 4th January, 1897; thence south 4° west 20 chains to southwest corner of Dexter lot, and south line of Lot No. 38; thence south 88° east 31 chains, 55 links on north line of Lot No. 45 to northwest corner of 845.21 acres deeded to Milton Heath, 19th September, 1885; thence south 2° west 78 chains 29 links on west line of said Heath lot to the southwest corner thereof, and south line of Lot No. 45, and of Township No. 10; thence north 88° west 61 chains 59 links on the south line of Township No. 10 to the southwest corner of Lot No. 45; thence on said course continued 74 chains 35 links, still on the Township line to the southwest corner of Lot No. 44; thence on the same course 69 chains to the southwest corner of Lot No. 43 and of the Township; thence north 2° east 14 chains 50 links on west line of Lot No. 43 to the southwest corner of 70 acres deeded Milton Heath, 20th December, 1890, and thence south 88° east 26 chains, 75 links and north 2° east 26 chains on bounds of same to northeast corner thereof and southeast corner of 70.62 acres, deeded F. Kellog, 13th April, 1882; thence north 4° east 26 chains to south line of 75.75 acres, deeded to F.M. Heath, 28th February, 1893; thence south 87° east 9 chains, 25 links to the southeast corner of said Heath lot, and west line of 277.03 acres, part of 677.62 acres deeded F.M. Heath, 28th February, 1893; thence on bounds of same south 2° west 2 chains 50 links, and south 88° east 18 chains 50 links and north 2° east. 2 chains, 50 links and south 88° east 14 chains 65 links to the east line of Lot No. 43; thence on same course, still on bounds of said Heath lot 10 chains; thence north 2° east 10 chains to north line of Lot No. 44; and south line of Lot No. 37; thence south 88° east 15 chains to the southeast corner of 100 acres deeded F.M. Heath 8th August, 1892; thence north 2° east 40 chains to northeast corner of said Heath lot and a corner in 92.62 acres deeded William T. O'Neill and Alexander McDonald, 6th October, 1903; thence north 2° east 5 chains to the northeast corner of same; thence north 88° west 25 chains on north line of same to west line of Lot No. 37; thence north 2° east 8 chains 91 links on lot line to the place of beginning; EXCLUDING AND EXCEPTING 25 acres on Lots Numbers 44 and 45 deeded to Lewis Blake 1st January, 1866 and described as follows, to wit: BEGINNING at a point on the east line of Lot No. 44, distant 25 chains 16 links from the southeast corner thereof and running thence north 88° west 22 chains, north 2° east 10 chains south 88° east 24 chains, south 2° west 10 chains 42 links and north 88° 2 chains, the above parcel, exclusive of said excepted 25 acres containing 1589.26 acres, more or less;

PARCEL NINETY-SIX (Liber 216, page 286 Second Parcel)

(B) BEGINNING; second, in the west line of Lot No. 36, and of township No. 10, at the northwest corner of 75.75 acres deeded F.M. Heath, 28th February, 1893, and running thence northerly 49 chains on west line of Lot No. 36, and of Township No. 10, to a southwest corner in on plot of 277.30 acres deeded F.M. Heath, 28th February, 1903; thence south 88° east 14 chains, 90 links; south 3° west 17 chains; south 87° east 11 chains; south 3° west 32 chains; south 87° east 8 chains, and south 3° west 10 chains, all on bounds of same, to northeast corner of the first mentioned 75.75 acres Heath lot; thence north 88° west 23 chains 87 links; north 3° east 10 chains, and north 88° west 10 chains on bounds of said 75.75 acres lot to the place of beginning, containing 133.59 acres, more or less.

Parcels A and B taken together contain 1722.85 acres, more or less.

SUBJECT to the usual reservations as contained in the patent from the State of New York; and

FURTHER SUBJECT to a certain right of way over a strip of land 33 feet in width in said Lots Numbers 43, 44 and 45, leased by the Brooklyn Cooperage Company to the Gould Paper Company, a domestic corporation, and John E. Johnston, by agreement dated December 11, 1926, for the purpose of carrying on the lumbering operations as provided in the reservations contained in a certain deed of said Cutting Tract made by Gould Paper Company to St. Regis Paper Company of even date herewith.

The foregoing lands are the same conveyed to the Brooklyn Cooperage Company by Henry Evelyn Pierrepont and John Jay Pierrepont by deed dated January 10, 1910, and recorded in the office of the Clerk of Franklin County, State of New York, in Liber 138 of Deeds at page 4, on the 21st day of January, 1910. Being the same premises conveyed by Brooklyn Cooperage Company to Mary Lord Johnston and John E. Johnston by deed dated Dec. 30, 1927 and recorded in Franklin County Clerk's office Jan. 9, 1928 in Liber 195 of Deeds at page 97.

TOGETHER with a right of way as described in indenture from St. Bernards Summer Camp Corporation to St. Regis Paper Company dated 7/29/42 and recorded 8/12/42 in Liber 235 cp 329 in the Franklin County Clerk's Office.

PARCEL NINETY-SEVEN (Liber 216, cp 288, First Parcel)

ALL THOSE TRACTS OR PARCELS OF LAND situate in the Town of Santa Clara, County of Franklin and State of New York, being a part of Great Tract One of Macomb's Purchase, Township 11, the lot known as the Sanford Mill lot in Great Lots Nos. Two (2), Three (3), Ten (10), and Eleven (11), the boundaries of which are described in a deed from Henry Patton and wife and David H. Patton to the Everton Lumber Company, dated April 20th, 1888, and recorded in the Franklin County Clerk s Office April 23rd, 1888 in Liber 82 of Deeds at page 308, containing 100 acres of land, more or less, and the rights and privileges therein mentioned.

PARCEL NINETY-EIGHT (Liber 216, cp 288, Second Parcel)

ALSO sixty-six acres in Lot Two (2), in said township which includes the so-called Douglas Betterments.

PARCEL NINETY-NINE (Liber 216, cp 288, Third Parcel)

ALSO in the same tract and township, subdivision Two (2) of Great Lot No. Ten (10), containing eighty (80) acres of land, more or less.

PARCEL ONE HUNDRED (Liber 216, cp 288, Fourth Parcel)

ALSO sub. One (1), Four (4), Eight (8) and Nine (9) of said Great Lot Ten (10) in said township.

PARCEL ONE HUNDRED ONE (Liber 216, cp 288, Fifth Parcel)

ALSO in the same tract and township, subdivision No. Three (3) of Great Lot No. Ten (10) containing Eighty (80) acres, more or less.

PARCEL ONE HUNDRED TWO (Liber 216, cp 288, Sixth Parcel)

ALSO in subdivision No. Three of Great Lot No. Eleven (11) in said Township, containing eighty acres of land, more or less.

PARCEL ONE HUNDRED THREE (Liber 216, cp 288, Seventh Parcel)

ALSO Subdivision No. Four (4) of Great Lot No. Eleven, containing seventy-one and 21/100 (71.21) acres, more or less.

PARCEL ONE HUNDRED FOUR (Liber 216, cp 288, Eighth Parcel)

ALSO in the same tract and township, Great Lots Nos. Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-eight (28), Twenty-nine (29) Thirty (30), Thirty-one (31), Thirty-two (32), Thirty-three (33), Forty (40), forty-one (41), Forty-two (42) and subdivisions Three (3) Four (4), Ten (10) and Eleven (11) of Great Lot No. Two (2), containing after deducting the exceptions hereinafter mentioned nine thousand seventy-six and 73/100 (9076.73) acres, excepting and reserving the east half of Great Lots Thirty-one (31) and Forty-two (42) heretofore conveyed by the Everton Lumber Company to A.J. Milbank.

ALSO a right to use the river for the purpose of driving logs heretofore reserved by the said Everton Lumber Company in the above mentioned conveyance to A.J. Milbank, subject to the reservation hereinafter contained.

PARCEL ONE HUNDRED FIVE (Liber 216, cp 288, Ninth Parcel)

ALSO in the same tract and township, Great Lots Nos. Four (4), Five (5), Six (6), Seven (7), Eight (8), and Nine (9), containing three thousand seven hundred sixty-six and 90/100 (3766.90) acres of land, EXCEPTING AND RESERVING subdivision seven (7) in Great Lot Nine (9).

ALSO the following in Township No. Twelve (12) in the Town of Duane:

PARCEL ONE HUNDRED SIX (Liber 216, cp 288, Tenth Parcel)

Great Lot No. NINE (9) containing six hundred nineteen (619) acres, more or less.

PARCEL ONE HUNDRED SEVEN (Liber 216, cp 288, Eleventh Parcel)

Great Lot No. Ten (10), containing six hundred thirty-six (636) acres, more or less.

PARCEL ONE HUNDRED EIGHT (Liber 216, cp 288, Twelfth Parcel)

Great Lot No. Seventeen (17), containing six hundred fifty acres, (650) more or less.

PARCEL ONE HUNDRED NINE (Liber 216, cp 288, Thirteenth Parcel)

Great Lot No. Twenty-five (25), containing six hundred ten (610) acres, more or less.

PARCEL ONE HUNDRED TEN (Liber 216, cp 288, Fourteenth Parcel)

Great Lot No. Twenty-six (26), containing six hundred seventy-nine (679) acres, more or less.

PARCEL ONE HUNDRED ELEVEN (Liber 216, cp 288, Fifteenth Parcel)

Great Lot No. Thirty-three (33), containing five hundred ninety-five (595) acres, more or less.

PARCEL ONE HUNDRED TWELVE (Liber 216, cp 288, Sixteenth Parcel)

Great Lot No. Thirty-four (34), containing six hundred eighty-five (685) acres, more or less.

PARCEL ONE HUNDRED THIRTEEN (Liber 216, cp 288, Seventeenth Parcel)

Great Lot No. Thirty-five (35), west part thereof, bounded east by the lands of Clark, Barr & Johnson, containing three hundred forty-one (341) acres, more or less.

PARCEL ONE HUNDRED FOURTEEN (Liber 216, cp 288, Eighteenth Parcel)

Great Lot No. Forty-one (41) north half and southeast quarter thereof, containing four hundred thirty-four (434) acres, more or less.

PARCEL ONE HUNDRED FIFTEEN (Liber 216, cp 288, Nineteenth Parcel)

Great Lot No. Forty-two (42) containing six hundred sixty-seven (667) acres, more or less.

PARCEL ONE HUNDRED SIXTEEN (Liber 216, cp 288, Twentieth Parcel)

Great Lot No. Forty-three (43), all that remains after excepting thirty-eight (38) acres northeast corner thereof, bounded south by an east and west line 24 chains and 27 links south of the north line of the lot, leaving five hundred sixteen (516) acres, more or less.

PARCEL ONE HUNDRED SEVENTEEN (Liber 216, cp 288, Twenty-First Parcel)

Great Lot Forty-nine (49), the east half thereof, containing two hundred thirty (230) acres, more or less.

PARCEL ONE HUNDRED EIGHTEEN (Liber 216, cp 288, Twenty-Second Parcel)

Great Lot No. Fifty (50), containing four hundred eighty-three (483) acres, more or less.

ALSO the right to float logs or timber on the St. Regis River and the east branch thereof, where the same passed on August 2, 1900, over the lands of the St. Regis Paper Company, as conveyed in the deed from Brooklyn Cooperate Company to H. P. Gould and John E. Johnson by deed dated May 23rd, 1929, recorded in Franklin County Clerk's Office in Liber 199 of Deeds at page 104, except as therein and herein reserved.

The party of the first part RESERVES to the St. Regis Paper Company the right of banking logs on the St. Regis River as it runs through the lands conveyed when such logs are taken from other lands in Franklin County on August 2, 1900, owned by the St. Regis Paper Company and heretofore acquired by said Company from the Santa Clara Lumber Company.

ALSO RESERVE, on behalf of Meacham Lumber Co., Inc. predecessors in title and those to whom said predecessors in title may have granted said right, the right to drive logs and timber on said St. Regis River, and the east branch thereof, where it runs through the lands hereby conveyed, as well as said Milbank Lands and lands now or formerly belonging to the St. Regis Paper Company.

All of the foregoing being the same lands, right of way and rights conveyed to the Brooklyn Cooperage Company by William Rockefeller and Almira C. Rockefeller, his wife, by deed dated the 18th day of September, 1907, recorded in the County Clerk's Office, Franklin County, New York, on the 1st day of October, 1907 in Book 131 of Deeds, page 333.

PARCEL ONE HUNDRED NINETEEN (Liber 216, cp 288, Twenty-Third Parcel)

ALSO, ALL THAT TRACT OR PARCEL OF LAND, lying and being in the Town of Duane, County of Franklin and State of New York, and being Great Lot No. One (1) of Township Twelve (12) of Great Tract One of Macomb's Purchase, containing six hundred fifty-eight acres of land, more or less.

Being the same property conveyed to Brooklyn Cooperage Company by Darius W. Lawrence and Lois W. Lawrence, his wife, by deed dated the 30th day of August, 1911, recorded in the County Clerk's Office, Franklin County, New York, on the 11th day of September, 1911, in Liber 142 of Deeds, page 346.

PARCEL ONE HUNDRED TWENTY (Liber 216, cp 288, Twenty-Fourth Parcel)

ALSO, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Santa Clara, formerly Brandon, County of Franklin and State of New York, and being in Township Eleven of Great Lot No. One of Macomb's Purchase and designated and described as follows, to wit: Sub lot Seven in mile square Lot No. Ten in said township eleven bounded on the north by the northerly line of said lot Ten, on the south by the Port Kent Turnpike, on the east by sub lot Number six, on the west by what is known or designated as the Sanford Mill Lot and containing forty-seven acres of land, more or less.

PARCEL ONE HUNDRED TWENTY-ONE (Liber 216, cp 288, Twenty-Fifth Parcel)

ALSO all the following described premises, to wit: Sub lot one in Mile Square Lot number Three in said Township Eleven and bounded on the north by sub-lots numbers eight and seven, on the south by what is known as the Sanford Mill Lot, on the east by sub-lot No. Two, on the west by the west line of said Mile Square Lot Number Three, and containing sixty-one acres of land more or less, EXCEPTING AND RESERVING a strip of land upon the south side of the above described piece of land, extending east and west across said south side and of sufficient width to make twenty acres of land.

The above conveyance is intended to cover about eighty-eight acres more or less, and is a portion of lands conveyed to Henry Patton and David H. Patton by Peter C. McFarlin and Walter J. Ross and their wives in the spring of 1888.

Being the same premises conveyed to Brooklyn Cooperage Company by Margaret L. Denneen by deed dated May 25th, 1916, recorded in the County Clerk's Office, Franklin County, New York, on the 26th day of May, 1916, in Book 155 of Deeds, page 136.

EXCEPTING from all of the premises herein conveyed all public roads and highways, if any, the title to which is not owned by Meacham Lumber Co., Inc. The conveyance of all the premises hereinbefore described is alsc subject to all easements, if any, for roads, highways and trails, and for electric power, transmission, telegraph and telephone lines.

EXCEPTING out of said above described premises the following parcels conveyed by Meacham Lumber Co., Inc. to Albert G Milbank by deed dated November 12th, 1929, and recorded in Franklin

County Clerk's Office on November 19th, 1929, in Liber 200, page 330, and therein described as follows:

ALL THOSE TRACTS OR PARCELS OF LAND situate in the Towns of Santa Clara and Duane, County of Franklin and State of New York, in Lots 30, 31 and 42, Township 11, and in Lot 41, Township 12, Great Tract One, Macomb's Purchase, more particularly described as follows:

FIRST PARCEL

BEGINNING in the north line of Lot 31 at a point 2719 feet west of the northeast corner of said Lot 31, said point being the northwest corner of the land formerly of Albert J. Milbank, deceased, and running thence west on the north line of said Lot 31, 2561 feet to a post 115 feet west of a small brook, said post being seven feet east of the westerly edge of the swamp, and ten feet north of the southerly edge of such swamp; thence south 7 degrees and 30 minutes west (Magnetic 1929) 9990 feet to a post set on the south line of said Township 11, 1996 feet west of the center of the Santa Clara Highway, said last above course crossing the Santa Clara Highway about one mile 215 feet from said post on the north line of Lot Thirty-one at a point 23 feet westerly (measured along said highway) of the most westerly of three culverts across a low point in said highway; thence south 82½ degrees east from the said last above mentioned post and along the south line of Township 11, 2640 feet to a post at the southwest corner of land formerly of the said Albert J. Milbank, deceased, situated in Lot 42, Township 11, thence north 7½ degrees east, about, along the west line of land formerly of the said Albert J. Milbank, deceased, to the place of beginning, containing 596.39 acres of land, be the same more or less, the above courses and distances being approximate, the land hereby conveyed being contiguous on its easterly side to land formerly of Albert J. Milbank, deceased.

SECOND PARCEL

BEGINNING at the southeast corner of said Lot 30, and running thence north 7½ degrees east along the east line of said Lot 30, 2640 feet to a post 780 feet north of the crest of the ridge running east from Bull Hill; thence north 82½ degrees west 2640 feet to a post in the center of a small circular hollow; thence south 7½ west 2706 feet to the south line of said lot 30 and the north line of property formerly of the said Albert J. Milbank, deceased; thence south 82 degrees 30 minutes east along the south line of said Lot 30, 2694 feet to the place of beginning, containing 163.62 acres, be the same more or less, the above courses and distances being approximate.

THIRD PARCEL

BEGINNING at the northwest corner of said Lot 41 at a post standing approximately 3300 feet north of the intersection of the St. Regis River with the west line of Lot 41, measured along said west line of Lot 41, and running thence from said post south 82 degrees and 30 minutes east along the north line of Lot 41, 2252 feet to a post; thence south 7½ degrees west 1398 feet to a post standing south 55 degrees west 57 feet from the top of a stone on top of a knoll; thence south 82½ degrees east from the said post 792 feet to a post; thence south 7½ degrees west 990 feet to a post 257 feet south of a brook; thence

north 82½ degrees west 792 feet to the east line of land formerly of the said Albert J. Milbank, deceased; thence north 7½ degrees east on the east line of the land formerly of the said Albert J. Milbank, deceased, 180 feet to a post standing 21 feet northeast of a boulder 12 feet high; thence north 82½ degrees west along the north line of land formerly of the said Albert J. Milbank, deceased, to the west line of said Lot 41, and the west line of Township 12; thence north 7½ degrees east on the west line of said Lot 41, 2277 feet to the place of beginning, containing 139.85 acres of land, be the same more or less, the above courses and distances being approximate.

As a part of the consideration of this deed, the parties of the second part covenant and agree not to cut any standing hardwood saw log stumpage within said 100 feet limits adjacent to that portion of the Santa Clara-McCollums Road, passing through the above described premises hereby conveyed within a period of 99 years [from 12/12/29].

Meacham Lumber Co., Inc. RESERVED the right to flow that portion of Lot 31 hereby conveyed by; the construction of a dam on said St. Regis River below said premises of such a height as may be determined necessary for suitable and efficient storage, said right of flowage, however, not to extend to or over or to include any adjacent or neighboring property now or formerly of the said Albert J. Milbank, or of the said Albert G. Milbank or of the Grantor.

Meacham Lumber Co., Inc. hereby reserves to itself and its successors in title the right to float logs or timber on the St. Regis River and the east branch thereof and the right to bank logs on the same, whether such logs or timber are taken from the lands hereby conveyed or from other lands.

PARCEL ONE HUNDRED TWENTY-TWO (Liber 488, cp 215)

ALL that tract or parcel of land situate in the Town of Santa Clara, County of Franklin and State of New York, and being Lot #6 Block D as shown on an old Map of the Village of Santa Clara which designates lots and lands formerly owned by the Santa Clara Lumber Company (dated 1885) and being bounded and described as follows:

Beginning at the southeast corner of Lot 7 Block D, on Railroad Avenue in the Village of Santa Clara, and as shown on an old Map of said village entitled "Map of the Village of Santa Clara - designating lots and lands owned by the Santa Clara Lumber Company", and running along the southern boundary of Lot 7 for a distance of 120' in a westerly direction to a point, thence in a southerly direction a distance of 60' along the eastern boundary of Lot 15 Block D to a point, thence running directly east a distance of 120' along the northern boundary of Lot 5 Block D to a point, and thence running directly north a distance of 60' along Railroad Avenue to the place of beginning.

Intending to CONVEY said Lot 6 Block D, located in Macomb's Purchase Great Tract #1, Township #11 and Great Lot #24, in its entirety, with any interest or claim thereto.

Being the same premises conveyed to Alfred and Ethel Susice by Elmer and Patricia Lohr by Deed dated December 8, 1964 and recorded in the Franklin County Clerk's Office in December, 1964, in Liber 424 of Deeds at page 65.

FURTHER EXCEPTING AND EXCLUDING therefrom that portion or portions of the above premises acquired by the People of The State of New York under the following Notice of Appropriation recorded in the Franklin County Clerk's Office:

-- Notice of Appropriation recorded 9/20/60 in Liber 394 cp 580.
-- Notice of Appropriation recorded 5/26/67 in Liber 435 cp 1168.
-- Notice of Appropriation recorded 5/26/67 in Liber 435 cp 1165.
-- Notice of Appropriation recorded 7/13/67 in Liber 436 cp 583.

GRANTOR'S CONVEYANCE OF PARCELS ONE HUNDRED TWENTY-TWO (123) THROUGH ONE HUNDRED THIRTY (130) IS BY QUITCLAIM ONLY:

PARCEL ONE HUNDRED TWENTY-THREE (Liber 120, cp 196)

ALL THAT TRACT OR PARCEL OF LAND and premises hereinafter particularly described, situate, lying and being in the Township No. 14, now Town of Santa Clara, in the County of Franklin and State of New York, being the following part of Lot No. three in Nathan Ward's subdivision of the north-east quarter and south-half of township number fourteen (14), in Great Tract number one (1) of Macomb's Purchase, that is, the north half of the south two fifths thereof, containting thirty-four acres, more or less, being the same tract, conveyed to Ira H. Taylor, now deceased, by Gerritt Smith, by deed dated January 1st, 1850, and recorded in the Clerk's Office for Franklin County, State of New York, Aug. 30th, A.D. 1850 in Book of Deeds number seventeen, page 479, and is part of the same premises devised and given by the said Ira H. Taylor in and by his Will and last Testament to his wife Amelia G. Taylor.

PARCEL ONE HUNDRED TWENTY-FOUR (No deed identified)

ALL that certain tract or parcel, situate in the Town of Santa Clara, County of Franklin and State of New York, being part of Great Tract No. One, Macomb's Purchase.

Township No. Eleven (11)

Great Lot seventeen (17), north part of subdivision six (6), containing forty (40) acres.

PARCEL ONE HUNDRED TWENTY-FIVE (No deed identified)

ALL that certain tract or parcel, situate in the Town of Santa Clara, County of Franklin and State of New York, being part of Great Tract No. One, Macomb's Purchase.

Township No. Eleven (11)

Great Lot two (2) all of said lot lying between the east branch of the St. Regis river and the Port Kent Road, except subdivision No. Nine (9) of said Lot.

PARCEL ONE HUNDRED TWENTY-SIX (No deed identified)

ALL that certain tract or parcel, situate in the Town of Santa Clara, County of Franklin and State of New York, being part of Great Tract No. One, Macomb's Purchase.

Township No. Eleven (11)

Great Lot three (3), sub lot one (1), a twenty (20) acre strip of land being bounded as follows, on the north by the remaining lands in sub lot one (1), on the east by sub lot No. Two (2), on the south by what is known as the Sanford Mill lot, on the west by the west line Great Lot No. Three (3).

PARCEL ONE HUNDRED TWENTY-SEVEN (No deed identified)

ALL that certain tract or parcel, situate in the Town of Santa Clara, County of Franklin and State of New York, being part of Great Tract No. One, Macomb's Purchase.

Township No. Fourteen (14)

The undivided one-half of the south half of the North half of Lot No. Thirty-one (31).

PARCEL ONE HUNDRED TWENTY-EIGHT (No deed identified)

ALL that certain tract or parcel, situate in the Town of Santa Clara, County of Franklin and State of New York, being part of Great Tract No. One, Macomb's Purchase.

Township No. Fourteen (14)

The north half of the south half of Lot No. Forty three (43).

PARCEL ONE HUNDRED TWENTY-NINE (No deed identified)

ALL that certain tract or parcel, situate in the Town of Santa Clara, County of Franklin and State of New York, being part of Great Tract No. One, Macomb's Purchase.

Township No. Fourteen (14)

The south half of the north half of Lot No. Forty six (46).

PARCEL ONE HUNDRED THIRTY (Liber 199, cp 492, Fourth Parcel)

All that certain tract or parcel of land, situated, lying and being in the Town of Waverly, County of Franklin, State of New York, being the 10 acre parcel of land lying in lot 8 and/or 15, Township 10, Great Tract 1, of Macomb's Purchase, and conveyed to Albert Story by Ophelia O'Neil on July 13, 1923, further described as that 10 acre exception out of Parcel Four, of a deed from The Saint Regis Falls Wood Corporation to St. Regis Paper Company, dated July 18, 1929, and filed in Liber 199 page 492.

Grantor hereby remises, releases and forever quit claims unto the Grantee, its successors and assigns, a perpetual right of way as hereinafter described, in common with the Grantor hereto and its successors in interest, for pedestrians and vehicles of all kinds and nature, across lands situate in the Town of Duane, County of Franklin, State of New York from lands situate in the Town of Santa Clara, County of Franklin, State of New York to a public highway known as and called the Northwest Bay Road. Said right of way is more particularly described as follows:

The said right of way hereby granted shall be of the width of twenty-five (25) feet throughout its full length and shall extend across and through a portion of the lands formerly of John E. Johnston and Gordon H.P. Gould along the course of an existing log road or trail which runs from lands of the Grantee situate in said Town of Santa Clara, Franklin County, New York to the Northwest Bay Road, so called, in the said Town of Duane, Franklin County, New York. The westerly extremity of said right of way hereby granted is located upon the line dividing lands formerly of John E. Johnston and Gordon H.P. Gould and Grantee herein and is approximately six hundred twenty-five (625) feet south of Albert Millbank's southeasterly corner on the Town line which is the southeast corner of Lot 18 in Township 14 of said Town of Santa Clara and is on or near the boundary lines of said Town of Duane and Santa Clara; thence easterly following the course of the existing log road or trail hereinbefore mentioned approximately six hundred fifty (650) feet over and across the lands of the parties of the first part to the Northwest Bay Road so called.

The above right of way easement was granted by an indenture between John E. Johnston and Gordon H.P. Gould, as Grantors, and The St. Regis Paper Company, as Grantee, dated June 2, 1942 and recorded June 15, 1942 in deed Liber 235 cp 32 in the Franklin County Clerk's Office.

The right hereby granted shall inure to the benefit of the Grantee herein, its successors and assigns, and shall be deemed an easement running with the lands of the Grantee.

Grantor hereby remises, releases and forever quitclaims unto the Grantee, its successors and assigns, a perpetual right of way as hereinafter described, in common with the Grantee hereto, and its successors in interest and assigns, for pedestrians and vehicles of all kinds and nature across the lands now or formerly of St. Bernard's Summer Camp Corporation situate in the Town of Waverly, County of Franklin, State of New York which right of way is more particularly described as follows:

The said right of way hereby granted extends over a portion of lands now or formerly of St. Bernard's Summer Camp Corporation known as the Brooklyn Cooperage Railroad bed and follows the course of said railroad bed to a full width of 33 feet from the point where the same crosses a public highway commonly known as the blue Mountain Road; thence in a southwesterly direction through parts of lots 40, 39, 46 and 45 in the town and county aforesaid, to a point where the said railroad bed intersects the lands now or formerly of the St. Regis Paper Company.

The right of way hereby granted shall be for the benefit of and inure to the Grantee herein, its successors and assigns forever and for the benefit of any person to whom the Grantee may hereafter convey, lease or rent its lands, or any portion thereof. The Grantee shall also have the privilege of keeping the right of way hereby granted in sufficient repair that the same may be used by automobiles, trucks and other vehicles.

The right hereby granted shall be deemed an easement running with the lands of the Grantee.

The above right of way easement was granted by an indenture between St. Bernard's Summer Camp Corporation as Grantor and The St. Regis Paper Company, as Grantee, dated July 29, 1942 and recorded August 12, 1942 in deed Liber 235 cp 329 in the Franklin County Clerk's Office.

Grantor does hereby remise, release and quitclaim unto the Grantee, its successors and assigns forever, all of said Grantor's right, title and interest in and to a certain right-of-way for the purpose of ingress and egress over the road known as the Cohill Road, so-called; said right-of-way crosses a parcel of land conveyed by the Paul Smith's College of Arts & Sciences to Alfred A. Landry and Gerald E. Landry by deed dated January 11th, 1979 and recorded in the Franklin County Clerk's Office on November 10th, 1980 in Liber 499 of Deeds at page 551. Said parcel of land that said right-of-way crosses is located in the Town of Duane, County of Franklin and State of New York. Said right-of-way was excepted and reserved in the aforementioned deed between Paul Smith's College of Arts & Sciences and said Landrys.

The above right of way easement was granted by an indenture between Paul Smith' College of Arts & Sciences, as Grantor, to The St. Regis Paper Company, as Grantee, dated March 11, 1982 and recorded June 2, 1982 in deed Liber 506 cp 412 in the Franklin County Clerk's Office.

TOGETHER with the permanent Right of Way and Easement conveyed by Twin Ponds Associates to The St. Regis paper Company dated June 11, 1982 recorded November 15, 1982 in Liber 508 cp 608.

EXCEPTING from the lands conveyed in fee in this deed Parcel number Thirty in the deed from The St. Regis Falls Wood Corporation to The St. Regis Paper Company dated July 18, 1929 recorded August 16, 1929 in Liber 199 cp 492.

ALSO EXCEPTING the following lands: ALL THAT TRACT OR PARCEL OF LAND being part of Great Lots 4 and 5 and being a portion of aforementioned Deed Ref. 1, first parcel (Deed Liber 109, cp 120) bounded and described as follows: BEGINNING at the southeast corner of the first parcel (145

Ac) described in Deed Ref. 1 (Liber 109 cp 120), being the center of the St. Regis river at its intersection with the south line of Great Lot 5, said point is also a corner of a 23.38 acre parcel described in aforementioned Deed Ref. 1, fifth parcel; running thence westerly along the south line of Great lot 5 being also the northerly line of the said 23.38 acre parcel a distance of 973' (said distance is recited in the description of the aforementioned 23.38 acre parcel) to a point in the easterly bounds of the former New York and Ottawa R.R. (N.Y. &O.R.R.) right of way now reputedly owned by the Town of Waverly; running thence in a general northwesterly direction along the northeasterly or northerly bounds of the said former N.Y.&O.R.R. as it winds and turns to its intersection with the center of the St. Regis River, said intersection being on the north line of the portion of the aforementioned 145 acre parcel herein described and on the southerly bounds of premises now reputedly owned by Lawrence B. Rivers and Jeane M. Rivers, as described in Deed Liber 477, page 765; running thence upstream in the center of the St. Regis River as it winds and turns along the northerly bounds of the aforementioned 145 acre parcel and running consecutively along the southerly bonds of the following lands: lands of Rivers aforementioned, a 14.8 acre parcel and a 7.5 acre parcel as described in Deed Ref., 1, second and third parcels respectively, lands now reputedly owned by Donald F. Conboy and Rita Conboy (Deed Liber 528, Page 1137), and a 22 acre parcel as described in Deed Ref. 1, fourth parcel, to the southeast corner of the said 145 acre parcel being also the southwest corner of the said 22 acre parcel and being also the point of beginning, containing approximately 80 acres, more or less.

FURTHER EXCEPTING all that tract or parcel of land being part of the sixth and seventh parcels described in aforementioned Deed Ref. 1 (Deed Liber 109 cp 120) being a strip of lands 150' in width lying along and northerly of the northerly bounds of the former New York and Ottawa R.R. right-of-way and more particularly described as follows: BEGINNING at the northeast corner of Great Lot 27, being also the northwest corner of Great Lot 28, the southwest corner of Great Lot 21, the southeast corner of Great Lot 20, and being the northeast corner of a 20 acre parcel described in Deed Ref. 1, sixth parcel, and also being a corner of a 25.73 acre parcel described in Deed Liber 181, Page 37 which parcel was conveyed to The People of the State of New York along with other lands as described in Deed Liber 406, Page 587; running thence southerly 1.75 chains (115.5') along the common line of Great Lots 27 and 28 being also the westerly bounds of the aforementioned lands conveyed to The People of the State of New York, to a point on the northerly boundary of the former New York and Ottawa R.R. (N.Y.&O.R.R.) right-of-way now reputedly owned by the Town of Waverly and used as a town road referred to as the "South River Road"; running thence westerly along the northerly boundary of said former N.Y.&O.R.R. right-of-way 33 chains (2178') to a point being the southwesterly corner of the aforementioned 20 acre parcel and being also the southeasterly corner of a 110.86 acre parcel as described in Deed Ref. 1, seventh parcel; running thence still along the northerly bounds of said former N.Y.&O.R.R. right-of-way being the southerly bounds of said 110.86 acre parcel, a distance of 58 chains (3828') to a point in the common line of Great Lots 19 and 20, said point being also in the easterly bounds of the aforementioned lands acquired by The People of the State of New York (Deed Liber 406, Page 587); running thence northerly along the west line of Great Lot 20 being the easterly line of the aforementioned lands acquired by The People of the State of New York to a point which lies 150' as measured at right angles or radially northerly from the northerly bounds of said N.Y.&O.R.R. right-of-way; running thence easterly 150' northerly from and

concentric to the northerly bounds of said N.Y.&O.R.R. right-of-way to the northerly line of Great Lot 27 being the northerly bounds of the aforementioned Deed Ref. 1, sixth parcel and the southerly bounds of the aforementioned lands of The People of the State of New York, running thence easterly along said line to the point-of-beginning, containing approximately 20 acres, more or less.

EXCEPTING AND RESERVING to the said Champion International Corporation a certain lot or parcel of land situated in Santa Clara and Waverly, Franklin County, and State of New York, bounded and described as follows, to wit:

Beginning at a corner numbered 97, at or near the northwesterly edge of the right of way of the Dexter Road, so-called, in the Town of Waverly; thence N 6°-46'-22" W, a distance of 85 feet, more or less, along a spotted line to a corner numbered 96; thence S 85°-40'-58" W, a distance of 474 feet, more or less, along a spotted line to a corner numbered 95; thence N 4°-25'-36" W, a distance of 992 feet, more or less, along a spotted line, to a corner numbered 94: thence N 83°-48'-05" E, a distance of 1,369 feet, more or less, along a spotted line to a corner numbered 93; thence N 05°-43'-45" W, a distance of 1450 feet to a corner to be set: thence N 83°-56'-46" E, a distance of 1,120 feet, across the Waverly-Santa Clara town line to a corner to be set; thence S 5°-44'-35" W, a distance of 658 feet, more or less, to a corner to be set at the northwesterly sideline of the Dexter Road; thence following the northwesterly sideline on the Dexter Road southwesterly across the Waverly-Santa Clara town line to the point of beginning, said points on the Dexter Road being located S 41°-16'-44" W, a distance of 2784 feet, more or less, from each other, containing 55.1 acres, more or less.

RESERVING ALL THAT TRACT, PIECE OR PARCEL OF LAND lying, situate and being in the Town of Waverly, Franklin County, New York, and further being in Lots 3 and 4, Township 10, Macomb's Purchase, Great Tract 1, and being more particularly described as follows:

BEING designated as a portion of Franklin County Tax Map Parcel, Town of Waverly 224-02-09, containing approximately 19.7 acres of land, more or less. Also being a portion of a deed from the Santa Clara Lumber Company to the St. Regis Paper Company, dated July 3, 1899 and recorded as Liber 111 Cp 138, as shown on the Project Map, Sheet 8.

RESERVING ALL THAT TRACT, PIECE OR PARCEL OF LAND lying, situate and being in the Town of Waverly, Franklin County, New York, and further being in Lots 3 and 4, Township 10, Macomb's Purchase, Great Tract 1, and being more particularly described as follows:

BEING designated as a portion of Franklin County Tax Map Parcel, Town of Waverly 224-02-28, containing approximately 31 acres of land, more or less. The herein described parcel is that portion of said tax map parcel that is situated on the southerly side of South River Road. Also being a portion of a deed from the Santa Clara Lumber Company to the St. Regis Paper Company, dated May 29, 1899 and recorded as Liber 109 Cp 120, as shown on the Project Map, Sheet 8.

EXCEPTING from the premises the parcels described generally as follows:

ALL THOSE CERTAIN LANDS, lying, situate and being a portion of Townships 10, 11, 12, 13 & 14 of Great Tract 1, Macomb's Purchase, being in the Towns of Waverly, Santa Clara and Duane, Franklin County and being generally described as follows:

"Deer River Corridor"

ALL THAT LAND, lying, situate and being in the Towns of Duane and Santa Clara, Franklin County, also being situated in Lots 4, 5, 6, 7 and 8 of Township 11 and Lots 9, 10, 17 and 26 of Township 12, Macomb's Purchase, Great Tract 1, being more further described as follows:

PARCEL 1

BEGINNING at a point in the centerline of the Red Tavern Road on the easterly line of Lot 17, Township 12, Macomb's Purchase Great Tract 1, said point also being the southwesterly corner of lands now or formerly owned by Robert E. Duffy and Ann L. Duffy, his wife, by deed dated February 25, 1997 and recorded in Liber 669, Page 340; thence northwesterly along the centerline of the Red Tavern Road approximately 5,861 feet to a point; thence approximately N 70° 13'43" W, passing through a capped iron rod labeled "NYS Environmental Conservation - Property Marker" at 310 ± feet, 7,146.58 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately S 81° 49'39" W, 1,931.77 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately N 38° 40'49", 3,981.84 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately N 20° 21'11" W, 3,613 feet to a point in the division line between Township 8 of Macomb's Purchase Great Tract 1, on the north, and Township 11 of Macomb's Purchase, Great Tract 1, on the south; thence easterly along the previously mentioned Township line, N84°E 3445' to a point; thence approximately S 23° E, 3,344 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately S 72° 57' 06"E, 11,928.29 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately S 48° 01'23" E, 2,558.71 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence continuing on the same course, S 48° 01'23" E, 130± feet to the centerline of a gravel logging road (known as Champion road No. 26-00); thence southerly along the centerline of the previously mentioned road, approximately 999 feet to the northerly boundary of Lot 18, Township 12, Macomb's Purchase Great Tract 1, said point also being on the northerly boundary of the aforementioned lands of Duffy; thence westerly along the division line between said Lot 18, on the south and Lot 10, on the north S83°W 673' to the common corner of Lots 9, 10, 17 & 18 of Township 12, Macomb's Purchase, Great Tract 1; thence southerly along the division line of said Lot 18, on the east, and said Lot 17, on the west, S 06° E, 1998' to the centerline of the Red Tavern Road and the point or place of beginning. Containing approximately 1,550 acres, more or less.

SUBJECT to the rights of others in the Red Tavern Road and the gravel logging road known as Champion road No. 26-00.

PARCEL 2

BEGINNING at the common corner between Lots 18, 19, 26 & 27, Township 12, Macomb's Purchase, Great Tract 1; thence southerly along the division line between said Lot 27, on the east, and said Lot 26, on the west, S 06°07'56" E, 3923' feet to a point; thence through said Lot 26, approximately N 46° 52' 56" W, 5,221 feet to a point in the division line between said Lot 26, on the south, and said Lot 18, on the north; thence easterly on the last mentioned division line N 84° 24' 39" E 3408' to the point or place of beginning. Containing approximately 150 acres of land, more or less.

Said Parcels 1 & 2 being a portion of lands conveyed to the St. Regis Paper Company by deed dated December 12, 1929 and recorded November 25, 1935 in Liber 216 at Page 288.

"Greater Madawaska Pond Area"

ALL THAT LAND, lying, situate and being in the Towns of Santa Clara and Waverly, Franklin County, also being situated in the southeast 1/4 of Township 13 and Lots 49-55, 61-68, 73-80, 85-93 and 97-108 of Township 14, Macomb's Purchase, Great Tract 1, being more particularly described as follows:

BEGINNING at the southeast corner of Lot 108, Township 14, Macomb's Purchase, Great Tract 1, said point also being the northeast corner of lands now or formerly of Wilhelmina duP. Ross, as described in deed dated December 6, 1965, recorded December 27, 1965 in Liber 430, Page 788 and also being the northeast corner of Township 17, Macomb's Purchase, Great Tract 1; thence westerly along the division line of said Township 14, on the north, and said Township 17, on the south, also being the northerly boundary of said lands of Ross, 32,017± feet to the townline between Waverly, on the west, and Santa Clara, on the east, said point also being the southeasterly corner of Township 13, Macomb's Purchase, Great Tract 1; thence westerly along the division line between said Township 13, on the north, and Township 16, Macomb's Purchase, Great Tract 1, on the south, 3,307± feet to a point; thence approximately N 13° W, 3,170 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately N 41° 10' 25" W, 3,126.29 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately N 76° 20' 45"W, 1,952.48' feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately S 61° 02' W, 27± feet to the centerline of a gravel road known as Champion road No. 65-10-2; thence in a general westerly and northerly direction along the centerline of the previously mentioned road and continuing along the centerline of a gravel road known as Champion road No. 65-10, 7,880± feet to the southerly boundary of lands now or formerly of the McCavanaugh Pond Club by deed dated September 1, 1955 and recorded in Liber 349, Page 441; thence N 82° E 11,530 feet along the southerly boundary of said McCavanaugh Pond Club, to the westerly boundary of Township 14, Macomb's Purchase, Great Tract 1, said line

also being the townline between the Town of Waverly, on the west, and the Town of Santa Clara, on the east; thence N 04° E 1191 feet along the easterly boundary of said McCavanaugh Pond Club, also being the division line between Macomb's Purchase, Great Tract 1, Township 13, on the west, and Township 14, on the east, 1,191± feet to a point; thence easterly through said Township 14 on a course of approximately N 81° E, through a capped iron rod labeled "NYS Environmental Conservation - Property Marker" located at 4,657± feet a total distance of 18,550± feet to a point on the easterly line of Lot 55, Township 14, Macomb's Purchase, Great Tract 1; thence southerly along the division line between said Lot 55, on the west, and Lot 56, on the east, 2,375± feet to the common corner of Lots 55, 56, 67 and 68, Township 14, Macomb's Purchase, Great Tract 1; thence 2,665 feet along the northerly boundary of said Lot 68 to the common corner of Lots 56, 57, 68 and 69, Township 14, Macomb's Purchase, Great Tract 1; thence southerly along the division line between said Lot 68, on the west, and said Lot 69, on the east, approximately 1,687 feet to the southeasterly corner of an existing State of New York parcel; thence westerly along the southerly boundary of said State of New York parcel approximately 1,365 feet to a point; thence approximately S 05° E, 2,758 feet through a portion of Lots 68 and 80 to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence S 49° E approximately 5,659 feet to the common corner of Lots 93, 94, 105 & 106, Township 14, Macomb's Purchase, Great Tract 1, said point also being the northwesterly corner of existing State land as acquired by Tax Deed (sale of 1877) as recorded June 8, 1882 in Liber 86 at Page 160; thence easterly 8,180 feet along the northerly line of Lots 106, 107 and 108 to Township 15, also being the townline between the Towns of Brighton, on the east, and Santa Clara, on the west; thence S 03° E along the division line between said Township 15, on the east, and said Township 14, on the west, also being the easterly line of said Lot 108, approximately 2,877± feet to the point or place of beginning.

BEING a portion of lands conveyed to the St. Regis Paper Company by deed dated May 29, 1899 and recorded June 19, 1899 in Liber 109 at Page 120.

EXCEPTING from the above described premises the following parcels:

1) Lands of Grantees in Lots 68, 73, 77, 78, 106 & 107 of Township 14, Macomb's Purchase, Great Tract 1, acquired by Tax deed recorded June 8, 1882 in Liber 86 at Page 160.

2) Lands of Grantees in Lots 86 & 100 of Township 14, Macomb's Purchase, Great Tract 1, acquired by Tax Deed recorded May 30, 1877 in Liber 58 at Page 578.

3) Lands of Grantees in Lot 55 of Township 14, Macomb's Purchase, Great Tract 1, acquired from George N. Ostrander and wife by deed recorded April 28, 1909 in Liber 136 at Page 121.

4) Lands now or formerly of the Madawaska Club, Inc., described by deeds dated October 25, 1956, recorded December 7, 1956 in Liber 362, Pages 157 & 213.

5) Lands now or formerly of George Williams described by deed dated January 18, 1982, recorded January 25, 1982 in Liber 505, Page 146.

6) Lands now or formerly of the Trout Brook Club as described by deed dated May 12, 1952, recorded September 11, 1952 in Liber 323, Page 139.

7) Lands now or formerly Leonard W. Jenne, Jr. and Mary S. Jenne, his wife, described by deed dated January 11, 1988, recorded in Liber 534, Page 272.

Containing (after exceptions) approximately 8,200 acres of land, more or less.

SUBJECT to the rights of others in Blue Mountain Road and the gravel logging roads known as Champion roads No. 65-10-2 & 65-10.

"East Branch-St. Regis River Corridor"

ALL THAT LAND, lying, situate and being in Great Lots 8, 9, 10, 11, 15, 16, 17, 20, 21, 22, 28, 29, 30 & 32, Township 11, Macomb's Purchase, Great Tract 1, also being in the Town of Santa Clara, Franklin County, being more particularly described as follows:

BEGINNING at a point in the centerline of the Red Tavern Road (a.k.a. Hopkinton and Port Kent Road) at the northeast corner of lands of Elizabeth Moore, as described in a deed dated July 17, 1978 at Liber 488, Page 428; thence easterly along the centerline of said Red Tavern Road, approximately 8,400 feet to a point; thence approximately S 34° 01' 32" E, through a capped iron rod labeled "NYS Environmental Conservation - Property Marker" at 23± feet, a total distance of 1,732.89 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately S 22° 18' 42" W, 4,176.23 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately S 35° 43' 44" E, 6,460.43 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately S 59° 55' 11" E, 3,901.53 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence S 40° 24' 59" E, 5,166 feet to the lands now or formerly of Terry R. Culp as described in a deed dated July 29, 1993 and recorded in Liber 596, Page 136, said point also being on the northerly line of Lot 31, Township 11, Macomb's Purchase, Great Tract 1; thence along the lands of said Culp, also being the boundary of said Lot 31, the following two courses and distances:

1) S 85° 19' 51" W, 2,496± feet to a point;
2) S 07° 18' 41" E, 1,739± feet to a point;

thence approximately N 67° 01' 24" W, 1,425 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately N 43° 47' 30" W, 5,049 feet to a point; thence approximately N 63° 42' 51" W, 4,924 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately N 44° 27' 46" W, 5,647.87 feet to a capped

iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately N 08° 01' 03"W, 5,089.06 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately N 73° W, 7,121 feet to the southwesterly corner of lands now or formerly of The Nature Conservancy as described in a deed dated and recorded March 22, 1974 at Liber 467, Page 144; thence along the southerly boundary of said Nature Conservancy and continuing along the southerly boundary of the previously mentioned lands, now or formerly of Elizabeth Moore, N 84° E 5,970± feet to the southeasterly corner of said Moore lands; thence N 05° W along the easterly line of said Moore lands 1844 to the point or place of beginning. Containing 2,600 acres of land, more or less.

BEING a portion of lands conveyed to the St. Regis Paper Company by deed dated December 12, 1929 and recorded November 25, 1935 in Liber 216 at Page 288.

EXCEPTING from the above described premises a parcel of land now or formerly of the Red Tavern Sportsmen Club, Inc., being a portion of a deed dated August 12, 1987 recorded at Liber 531, Page 409. Said parcel is located on the southerly side of the Red Tavern Road and contains 6 acres of land, more or less.

"St. Regis River Corridor"

ALL THAT LAND, lying, situate and being in Great Lots 48 & 49 of Township 10, Great Lots 1, 2, 11, 12, 13, 23, 24, 25, 26, 35, 36, 37 & 38, Township 11, Lots 4, 5, 9, 10, 14, 15, 19, 20, 24, 25, 29 & 30 in the Northeast 1/4 of Township 13 and the Northwest 1/4 of Township 14, all in Macomb's Purchase, Great Tract 1, and also being in the Towns of Santa Clara and Waverly, Franklin County, being more particularly described as follows:

BEGINNING at a point in the centerline of the Red Tavern Road (a.k.a. Hopkinton and Port Kent Road, also County Road #14) at the northwest corner of lands of the People of the State of New York as described in a deed dated June 9, 1881 and recorded in Liber 68 at Page 172; thence S 04° E 2527 feet along the westerly boundary of the last mentioned parcel to the northerly boundary of Great Lot 11, Township 11, Macomb's Purchase, Great Tract 1; thence N 84° E 1148 feet along the northerly boundary of said Great Lot 11 to the westerly boundary of lands now or formerly of The Nature Conservancy as described in a deed dated March 22, 1974 and recorded in Liber 467 at Page 144; thence S 04° E 3511 feet along the westerly boundary of said Nature Conservancy parcel to the southwest corner of said Nature Conservancy parcel; thence approximately S 88° W, 6,051 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately S 13° 49' 11" E, 8,576.35 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately S 44° 43' 03" E, 3542.69 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately S 12° E, 7,359 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately S 23° E, 3,779 feet to a capped iron rod labeled "NYS Environmental

Conservation - Property Marker"; thence approximately S 53° W, 1,779 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately S 16° W, 7,626 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately S 56° W, 2,095 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately N 54° W, and crossing the former New York Central Railroad (Ottawa Branch) bed, now known as lands now or formerly of the "Trout Brook Club" as described in a deed dated May 12, 1952 and recorded on September 11, 1952 in Liber 323 at Page 139, 175± feet to the westerly margin of the same; thence southerly along the westerly margin of said "Trout Brook Club" lands, approximately 6,910 feet to a point; thence approximately S 23° W, 64 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker", said rod also being approximately 130 feet from the centerline of the former railroad bed on the extension of the proposed property line; thence continuing on the same course, S 23° W, 5,823± feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence continuing on the same course, S 23° W, 218± feet to the lands now or formerly of McCavanaugh Pond Club, Inc., as described in a deed dated September 1, 1955, recorded on September 15, 1955 in Liber 349 at Page 441; thence N 04° W along the easterly boundary of said McCavanaugh Pond Club, Inc., 1,526± feet to the northeast corner, said point also being the northeast corner of the north 1/3 of the southeast quarter of Township 13, Macomb's Purchase, Great Tract 1; thence S 84° W along the northerly boundary of said McCavanaugh Pond Club, Inc., also being the northerly line of the north 1/3 of the southeast quarter of said Township 13, approximately 5,417 feet to a point, said point being approximately S 20° W, 135 feet from a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately N 20° E, through a capped iron rod at 135± feet a distance of 1,548± feet to the centerline of a gravel road known as Champion road No. 60-20; thence easterly along the centerline of Champion road No. 60-20 and continuing along Champion road No. 60-10 in a general northerly and westerly direction, a total of approximately 11,962 feet to the centerline of Blue Mountain Road; thence northerly along the centerline of Blue Mountain Road, 1,625± feet to the lands now or formerly Richard E. Whiteside as described in a deed dated August 26, 1993 in Liber 598 at Page 092; thence easterly along said lands of Whiteside, 1,650± feet to the most southeasterly corner of said lands of Whiteside; thence N 06° W 1276' along the easterly boundary of said Whiteside, to the northeasterly corner of said Whiteside; thence S 85° W 1400' along the northerly boundary of said Whiteside to lands now or formerly of the Twin Brook Club, Inc. as described in a deed dated December 9, 1982 recorded January 3, 1983 in Liber 509 at Page 243, said point also being on the easterly line of Lot 3, northeast 1/4 Township 13, Macomb's Purchase, Great Tract 1; thence N 04° W 1282' along said lands of the Twin Brook Club, Inc. and said easterly line of Lot 3, to the lands now or formerly of Edward T. Brady & Naoko N. Brady, his wife, as described in a deed dated October 27, 1994 recorded November 7, 1994 in Liber 619 at Page 122, said point also being on the southerly line of Lot 48, Township 10, Macomb's Purchase, Great Tract 1; thence N 85° E 1066' along said lands of Brady and the southerly line of said Lot 48, to the southeast corner of said lands of Brady; thence N 04° 1234.2' along said lands of Brady and through said Lot 48, to the northeast corner of said lands of Brady; thence approximately S 74° E, through a capped iron rod labeled "NYS Environmental Conservation - Property Marker" at 5,397± feet; thence S 74° E 285' to a point on the townline between the Towns of Santa Clara, on the east, and Waverly, on the west,

said point also being the line between Township 14, Macomb's Purchase, Great Tract 1, on the east, and Township 13, Macomb's Purchase, Great Tract 1, on the west; thence N 04° W along said townline and said Township lines, continuing along the line of Township 10, Macomb's Purchase, Great Tract 1, on the west, and Township 11, Macomb's Purchase, Great Tract 1, on the east, approximately 11,319 feet to the lands now or formerly of Janet Scott as described in a deed dated and recorded on February 26, 1999 in Liber 718 at Page 37; thence N 83° E 2754' along said lands of Scott and continuing along lands now or formerly of Charles C. Avery and Robert H. Reynolds as described in a deed dated September 6, 1966, recorded August 15, 1968 in Liber 440 at Page 1191, to the west bounds of the former Northern Adirondack Railroad right of way, now or formerly of the Trout Brook Club as described by deed dated May 12, 1952, recorded September 11, 1952 in Liber 323 at Page 139; thence northerly approximately 1738' along the westerly bounds of said Trout Brook Club and along the easterly bounds of said Avery and Reynolds, continuing along the easterly bounds of said Scott, continuing along the easterly bounds of lands now or formerly of Charles T. Goeke and Carol Goeke as described in a deed dated December 15, 1987 recorded December 16, 1987 in Liber 533 at Page 754, continuing along the easterly bounds of said Scott, continuing along the easterly bounds of lands now or formerly of Philip LaRue and Mildred E. LaRue as described in a deed dated October 3, 1973 recorded January 30, 1974 in Liber 466 at Page 742, continuing along the easterly bounds of lands now or formerly of Gary C. Lessing and Brian J. Lessing as described in a deed dated November 12, 1991, recorded November 12, 1991 in Liber 566 at Page 135, to a point; thence S 84° W 2819' along said lands of Lessing, continuing along said lands of Scott, continuing along lands now or formerly of Elvin Olson, Jr. as described in a deed dated December 30, 1971, recorded January 10, 1972 in Liber 455 at Page 872, continuing along said lands of Scott, continuing along lands now or formerly of Harry Dow as described in a deed recorded January 27, 1977 in Liber 480 at Page 896, continuing along said lands of Scott to the townline between the Town of Santa Clara, on the east, and the Town of Waverly, on the west, also being the township line between Macomb's Purchase, Great Tract 1, Township 10, on the west, and Macomb's Purchase, Great Tract 1, Township 11, on the east; thence northerly approximately 5180' along said townline and township line to lands now or formerly of Dennis D. Jaconetta and Bonita A. Jaconetta, his wife, as described in a deed dated November 5, 1997 and recorded December 2, 1997 in Liber 688 at Page 138; thence easterly approximately 360' along said lands of Jaconetta to the northwesterly corner of lands now or formerly of Mark D. McCarthy as described in a deed dated May 10, 1991 and recorded May 14, 1991 in Liber 556 at Page 340; thence S 35° E 714' along the rear or westerly bounds of the following five (5) lots or parcels:

1) Said lands now or formerly of McCarthy; thence

2) Lands now or formerly of the Town of Santa Clara as described in a deed dated December 2, 1963 and recorded February 3, 1964 in Liber 417 at Page 414; thence

3) Lands now or formerly of Lester L. Farmer and Mildred M. Farmer, his wife, as described in a deed dated February 21, 1978 and recorded on March 2, 1978 in Liber 486 at Page 340; thence

4) Lands now or formerly of Joseph Sabad and Vicky Sabad, his wife, as described in a deed dated January 5, 1993 and recorded on January 29, 1993 in Liber 587 at Page 284; thence

5) Lands now or formerly of Steven D. Curran and Rosemary A. Curran as described in a deed dated January 24, 1995 and recorded in Liber 622 at Page 311;

thence N 76° E 141' along said lands of Curran and along the southerly bounds of lands now or formerly of Wilbur C. Bailey as described in a deed dated March 28, 1996 and recorded May 9, 1996 in Liber 651 at Page 007 to the northwesterly corner of lands now or formerly of Gary Lessing and Gary M. Lessing as described in a deed dated May 16, 1996 and recorded May 21, 1996 in Liber 651 at Page 224; thence S 15° E 421' along the westerly bounds of said Lessing, continuing along the westerly bounds of lands now or formerly of Gary M. Lessing and Rachel Lessing as described in a deed dated May 16, 1996 and recorded on May 21, 1996 in Liber 651 at Page 221, continuing along the westerly bounds of lands now or formerly of Paul J. Beaulieu and Jeanette B. Beaulieu as described in a deed dated and recorded on November 10, 1993 in Liber 602 at Page 053 and continuing along the westerly and bounds of lands now or formerly of Champion International Corp. as designated as Block E, Lots 1, 2 & 3 as shown on Map #394 entitled: "Map of the Village of Santa Clara in the Town of Brandon, Franklin County", filed July 14, 1888; thence westerly 114' along the southern bounds of said lands of Champion to the westerly margin of Fraser Avenue; thence southerly 116' along the westerly margin of Fraser Avenue to the southerly margin of Mill Street; thence easterly 101' along the southerly margin of Mill Street, crossing the bed of Dexter Road, to the easterly margin of Dexter Road; thence southerly 110' along the easterly margin of Dexter Road to the southwesterly corner of a parcel of land designated as tax map parcel 255.02-4-1; thence easterly 240' along the southerly margin of said tax map parcel and along the southerly margin of lands now or formerly of Susan Bailey and William Joseph Labounty as described in a deed dated and recorded January 22, 1993 in Liber 587 at Page 176 to the westerly margin of the former Northern Adirondack Railroad right of way, now or formerly of the Trout Brook Club as described by deed dated May 12, 1952, recorded September 11, 1952 in Liber 323 at Page 139; thence continuing easterly across the former railroad bed and said lands of the Trout Brook Club, to its easterly margin; thence northerly 127' along the easterly margin of said Trout Brook Club to the southerly margin of Mill Street; thence in a generally northeasterly direction along the southerly margin of Mill Street approximately 750 feet to the southwesterly margin of NYS Route 458; thence southeasterly along the southwesterly margin of NYS Route 458, approximately 590 feet to a point; thence northeasterly, crossing the bed of NYS Route 458 to point being the intersection of the northerly bounds of NYS Route 458 and the northeasterly margin of Red Avenue; thence northwesterly along the northeasterly margin of Red Avenue approximately 910 feet to the southeasterly corner of lands now or formerly of Everett Sochia and Helen Sochia as described in a deed dated August 19, 1942 in Liber 235 at Page 364; thence N 35° E 176'± along the southeasterly margin of said Sochia lands, to a point being 50 feet from the high water mark of the St. Regis River; thence northwesterly along the northeasterly bounds of said Sochia, said line being parallel and distant 50 feet southwesterly from the high water mark of the St. Regis River, approximately 312 feet to the southeasterly corner of lands now or

formerly of Kenneth F. Sather as described in a deed dated June 23, 1987 and recorded on June 29, 1987 in Liber 530 at Page 668; thence northwesterly along the northeasterly bounds of said Sather to the southeasterly corner of lands now or formerly of Helen S. Lindsey as described in a deed dated August 20, 1990 and recorded on October 22, 1990 in Liber 549 at Page 184; thence N 66° 37' 41" W, 50.56' and N 29° 28' 30" W 209.86' along the northeasterly bounds of said Lindsey to the southeasterly corner of lands now or formerly of David Beggs and Hali Gruber as described in a deed dated January 4, 1993 and recorded January 6, 1993 in Liber 586 at Page 250; thence N 52° 30' W, 260' and S 59° 30' W, 195' and S 38° E 151.5' along the bounds of said Beggs & Gruber, to the previously mentioned lands of Lindsey; thence southwesterly along said lands of Lindsey to the northerly bounds of NYS Route 458; thence northwesterly along the northerly bounds of NYS Route 458 to its intersection with the centerline of the South River Road; thence northwesterly along the centerline of South River Road approximately 1,407 feet to a point, said point being on the extension of the westerly boundary line of lands now or formerly of David Vanderwalker and Pearl M. Vanderwalker as described in a deed dated April 27, 1990 and recorded on May 1, 1990 in Liber 546 at Page 498; thence S 00° E 401', S 80° W, 165' and S 02° E 190' along the westerly bounds of said Vanderwalker to the centerline of the highway commonly called Northwest Bay Road; thence S 67° W 172' along the centerline of the Northwest Bay Road to the easterly boundary of the Santa Clara Village Cemetery Lot; thence N 23° W 273' and Westerly 590' along the boundary of said Cemetery Lot to the townline between the Town of Santa Clara, on the east, and the Town of Waverly, on the west, said line also being the division line between Township 11, Macomb's Purchase, Great Tract 1, on the east, and Township 10, Macomb's Purchase, Great Tract 1, on the west; thence N 04° W 1320' along said townline and township line approximately 15,536 feet to the southwesterly corner of lands now or formerly of Phillip R. Whitton and Lottie Whitton, his wife, as described in a deed dated August 28, 1954 and recorded November 22, 1954 in Liber 341 at Page 509; thence N 85° E along the southerly boundary of said Whitton and continuing along the southerly boundary of lands now or formerly of Robert Maher as described in a deed dated August 23, 1982 and recorded August 26, 1982 in Liber 507 at Page 451 to a point; thence N 05° W 1291' along said Maher's easterly boundary to the centerline of the highway commonly called the Trim Hill Road; thence N 89° E 1869' along the centerline of the so-called Trim Hill Road and continuing along the centerline of the so-called Everton Road to the southeasterly corner of lands now or formerly of the Helen L. Barnard Revocable Trust as described in a deed dated June 5, 1997 and recorded June 25, 1997 in Liber 676 at Page 307; thence N 05° W 1428' along the easterly boundary of said Helen L. Barnard Revocable Trust to the northerly boundary of Township 11, Macomb's Purchase, Great Tract 1, also being the southerly boundary of lands now or formerly of the Helen L. Barnard Revocable Trust as described in a deed dated June 5, 1997 and recorded on June 25, 1997 in Liber 676 at Page 311; thence N 84° E 3496' along the township line between Township 11, Macomb's Purchase, Great Tract 1, on the south, and Township 8, Macomb's Purchase, Great Tract 1, on the north, said line also being the townline between the Town of Santa Clara, on the south, and the Town of Brandon, on the north, to the northwesterly corner of lands now or formerly of James A. DeCarr as described in a deed dated and recorded on September 8, 1989 in Liber 543 at Page 260; thence S 05° E 2337' along the westerly boundary of said lands of DeCarr to the centerline of the so-called Everton Road; thence in a general southeasterly direction along the centerline of said Everton Road, approximately 4,235 feet to the

northerly boundary of lands now or formerly of The Nature Conservancy as described in a deed dated and recorded on March 22, 1974 in Liber 467 at Page 144; thence S 86° W 1998' along the northerly boundary of said lands of The Nature Conservancy to the easterly boundary of lands of The People of the State of New York as described in a deed dated June 9, 1881 in Liber 68 at Page 172; thence N 04° W 850' along the easterly boundary of said State lands to the centerline of the Red Tavern Road (a.k.a County Road #14); thence westerly along the centerline of the Red Tavern Road approximately 1330' to the point or place of beginning. Containing approximately 6,100 acres, more or less.

EXCEPTING from the above described premises the following:

1. the former right-of-way of the Ottawa Branch of the New York Central Railroad, now or formerly owned by the "Trout Brook Club" by deed dated May 12, 1952 and recorded September 11, 1952 as Liber 323 at Page 139;

2. lands now or formerly of Wayne and Deborah Baldwin as described in a deed dated April 29, 1988 and recorded on June 16, 1988 as Liber 536 at Page 174;

3. lands now or formerly of Lawrence and Cheri Hopsicker as described in a deed dated October 1, 1996 and recorded as Liber 663 at Page 237.

SUBJECT to the rights of others in Blue Mountain Road, Dexter Road, South River Road, Northwest Bay Road, NYS Route 458, Trim Hill Road, Everton Road and Red Tavern Road.

"St. Regis Falls (Hamlet Area)"

ALL THAT LAND, lying, situate and being in the Town of Waverly, County of Franklin, also being part of Lots 4, 5, and 12, Township 10, Great Tract One, Macomb's Purchase, and also being a portion of the following two conveyances: 1) Santa Clara Lumber Company to the St. Regis Paper Company by deed dated May 29, 1899 and recorded on June 19, 1899 in Liber 109, Cp 120 (hereinafter "Deed Ref. 1"); and 2.) Henry E. O'Neil to the St. Regis Paper Company by deed dated June 27, 1905 and recorded on July 5, 1905 in Liber 125, Cp 1 (hereinafter "Deed Ref. 2"), being further described as follows:

BEGINNING at the southeast corner of Great Lot 5, being the southeast corner of a 157 acre parcel described in aforementioned Deed Ref. 2 (Liber 125, Page 1) and being the northeast corner of premises now reputedly owned by The People of the State of New York, as described in Deed Liber 406, Page 587, said corner being also the northeast corner of Great Lot 12, the northwest corner of Great Lot 13, and the southwest corner of Great Lot 6, said corner also being on the westerly line of premises now reputedly owned by James Murray and Brenda Murray; thence westerly along the south line of Great Lot 5 being the south line of premises described in aforementioned Deed Ref. 2 and being the north line of Great Lot 12 and of premises described in aforementioned Deed Liber 406, Page 587, a distance of 24.01 chains (1584.66') to a point in the center of the St. Regis River, as

described in Deed Ref. 2, said point is also a corner of a 23.38 acre parcel described in aforementioned Deed Ref. 1 (Liber 109, Page 120, 5th Parcel); thence running upstream along the center of the St. Regis River as it winds and turns along the northerly and easterly bounds of said 23.38 acre parcel and along the westerly bounds of premises now reputedly owned by The People of the State of New York (Deed Liber 406, Page 587), a distance of 1928' (said distance being a sum total of eight courses described in Deed Ref. 1, 5th Parcel) to a point in the center of the St. Regis River being the southeast corner of the said 23.38 acre parcel and being further described in Deed Ref. 1 as being the northeast corner of 209 acres deeded to Edward Spaulding, February 16, 1867; thence westerly along the southerly line of the said 23.38 acre parcel 517' to the easterly bounds of the former New York and Ottawa R.R. (N.Y.&O.R.R.) right-of-way now reputedly owned by the Town of Waverly; thence northwesterly along the easterly or northeasterly bounds of said former N.Y.& O.R.R. as it winds and turns a distance of 1679.5' (said distance being a sum total of three courses described along the southwesterly bounds of the 23.38 acre parcel described in Deed Ref. 1, 5th Parcel) to a point where said northeasterly bounds of the former N.Y.& O.R.R. intersects the common boundary of Great Lots 5 & 12, which point lies on the southerly bounds of a 145 acre parcel described in Deed Ref. 1, 1st Parcel and is the northwesterly corner of the aforementioned 23.38 acre parcel; thence in a general northwesterly direction along the northeasterly or northerly bounds of the said former N.Y.&O.R.R. as it winds and turns to its intersection with the center of the St. Regis River, said intersection being on the north line of the aforementioned 145 acre parcel described in Deed Ref. 1, 1st Parcel and on the southerly bounds of premises now reputedly owned by Lawrence B. Rivers and Jeane M. Rivers, as described in Deed Liber 477, Page 765; thence running upstream in the center of the St. Regis River along the northerly bounds of the aforementioned 145 acre parcel being also the southerly bounds of aforementioned lands of Rivers (Deed Liber 477, Page 765) to the southeasterly corner of the said Rivers lands and also being the southwesterly corner of a 14.8 acre parcel described in Deed Ref. 1, 2nd Parcel and being further described in said description of the 14.8 acre parcel as being the southwest corner of the lot formerly owned by John Fleming; thence northerly along the westerly line of the said 14.8 acre parcel and easterly bounds of Rivers (Liber 477, Page 765) a distance of 1.85 chains (122.1') to a point in the south bounds of the former Everton R.R. right-of-way, said point being the northwesterly corner of the aforementioned 14.8 acre parcel described in Deed Ref. 1, 2nd Parcel; thence southeasterly along the southerly bounds of the former Everton R.R. right-of-way a distance of 13.03 chains (859.98') - (said distance being the sum total of two courses describing the northerly line of the said 14.8 acre parcel) to a point in the east line of a lot formerly owned by Fleming, said point being the northeasterly corner of the 14.8 acre parcel aforementioned; thence southerly along the easterly line of the 14.8 acre parcel 7.54 chains (497.64') - (said distance obtained by subtraction of the total distance of the west line of the 3rd parcel as described in Deed Ref. 1 (1.55 chains) from the total distance of the east line of the said 14.8 acre parcel (9.09 chains) as described in Deed Ref. 1, 2nd Parcel) to a point on the east line of a lot formerly owned by Fleming, said point being the northwesterly corner of a 7.5 acre parcel described in Deed Ref. 1, 3rd Parcel; thence northeasterly along the northerly bounds of said 7.5 acre parcel 12.15 chains (801.9') to a point in the south bounds of the former Everton R.R. right-of-way; thence continuing northeasterly 11 chains (726') along the northerly bounds of the said 7.5 acre parcel being the southerly bounds of the former Everton R.R. right-of-way to a point at its intersection with the west

line of a parcel now reputedly owned by Donald F. Conboy and Rita Conboy (Deed Liber 528, Page 1137), said parcel is a portion of a lot of 44.35 acres described in a deed to Elmer T. Davies (Deed Liber 316, Page 631), said point is further described in Deed Ref. 1, 3rd Parcel, as being in the west line of a lot formerly deeded to William P. Conger, 07 Sep 1890; thence southerly along the easterly line of the said 7.5 acre parcel being the westerly line of the aforementioned lands of Conboy (Deed Liber 528, Page 1137) a distance of 1.18 chains (77.88') to a point in the center of the St. Regis River, said point being the southeast corner of the said 7.5 acre parcel and the southwesterly corner of the said Conboy lands; thence running upstream in a southeasterly direction in the center of the St. Regis River along the southerly bounds of the said Conboy lands and being also the northerly line of the aforementioned 145 acre parcel described in Deed Ref. 1, 1st Parcel, a distance of 5 chains (330'), said distance recited in a description of a 44.35 acre parcel conveyed in a deed to Elmer T. Davies and Halcyon L. Davies (Deed Liber 529, Page 118) to a point in the center of the St. Regis River on the westerly line of a 22 acre parcel (referred to in said Davies deed) to have been deeded to the Santa Clara Lumber Company in 1888, said 22 acre parcel is described in Deed Ref. 1, 4th Parcel; thence northerly along the westerly bounds of the said 22 acre parcel being the easterly bounds of the aforementioned Conboy lands (Liber 528, page 1137) to a point in the southerly bounds of the former Everton R.R. right-of-way, said point being the northwesterly corner of the said 22 acre parcel; thence easterly and northeasterly along the south bounds of the former Everton R.R. right-of-way being the northerly bounds of the said 22 acre parcel as it winds and turns a distance of 33.50 chains (2211') to a point in the west line of a parcel formerly deeded to Peck Curtiss and Shanley, Oct 28th 1886 as described in Deed Ref. 1, 4th Parcel, said point being the northeast corner of said 22 acre parcel and the northwest corner of the aforementioned 157 acre parcel described in Deed Ref. 2; thence easterly along the northerly line of lands described in Deed Ref. 2 and along the southerly bounds of lands reputedly owned by Joseph Massaro and Donald Trier (Liber 628, Page 88) to a corner of said lands being described in said Deed Ref. 2 as being the corner of 44.35 acres deeded to M. Heath, Nov. 1889, said corner also being the southeasterly corner of said lands of Joseph Massaro and Donald Trier; thence northerly along the westerly line of lands described in Deed Ref. 2 being the easterly line of said lands of Joseph Massaro and Donald Trier a distance of 14.50 chains (957') to the northeast corner of the aforementioned 44.35 acre parcel deeded to M. Heath, Nov. 1889, said corner being a corner of the said 157 acre parcel; thence easterly along the northerly line of lands described in Deed Ref. 2 being along the southerly bounds of lands now reputedly owned by Morton and Helen Parks (Deed Liber 452, Page 924) and also along the southerly bounds of lands now reputedly owned by John Lemieux (Deed Liber 326, Page 177) to the northeast corner of lands described in Deed Ref. 2, said corner being also the southeast corner of said Lemieux lands and is on the westerly bounds of lands now reputedly owned by Donald Genaway and Odena Genaway (Deed Liber 442, Page 1033), said corner being also on the common line of Great Lot 5 and 6; thence southerly on the common line of Great Lots 5 and 6 along the easterly bounds of lands described in Deed Ref. 2 and in part along the westerly bounds of aforementioned Genaway and continuing along the westerly bounds of lands now reputedly owned by Wayne Collins and Patricia Collins (Deed Liber 497, Page 541) and continuing in part along the westerly bounds of lands now reputedly owned by James Murray and Brenda Murray a total distance of 43.90 chains (2897.4') to the southeast corner of Great Lot 5 and the point of beginning. Containing approximately 305 acres, more or less.

EXCEPTING the following rights as recited in a conveyance from Champion International Corporation to Riverat Glass and Electric, Inc. (Deed Liber 548, Page 803): " ... all water, riparian and flowage rights owned by Champion relating to St. Regis River or to the flow area created and maintained by the dam at St. Regis Falls which is known to have existed since 1877."

ALSO EXCEPTING the following lands being part of Great Lots 4 and 5 and being a portion of aforementioned Deed Ref. 1, 1st Parcel (Deed Liber 109, cp 120) bounded and described as follows: Beginning at the southeast corner of the 1st parcel (145 Ac) described in Deed Ref. 1 (Liber 109 cp 120), being the center of the St. Regis River at its intersection with the south line of Great Lot 5, said point is also a corner of a 23.38 acre parcel described in aforementioned Deed Ref. 1, 5th Parcel; thence westerly along the south line of Great Lot 5 being also the northerly line of the said 23.38 acre parcel a distance of 973' (said distance is recited in the description of the aforementioned 23.38 acre parcel) to a point in the easterly bounds of the former New York and Ottawa R.R. (N.Y.&O.R.R.) right-of-way now reputedly owned by the Town of Waverly; thence in a general northwesterly direction along the northeasterly or northerly bounds of the said former N.Y.&O.R.R. as it winds and turns to its intersection with the center of the St. Regis River, said intersection being on the north line of the portion of the aforementioned 145 acre parcel herein described and on the southerly bounds of premises now reputedly owned by Lawrence B. Rivers and Jeane M. Rivers, as described in Deed Liber 477, Page 765; thence running upstream in the center of the St. Regis River as it winds and turns along the northerly bounds of the aforementioned 145 acre parcel and running consecutively along the southerly bounds of the following lands: lands of Rivers aforementioned, a 14.8 acre parcel and a 7.5 acre parcel as described in Deed Ref. 1, 2nd and 3rd parcels respectively, lands now reputedly owned by Donald F. Conboy and Rita Conboy (Deed Liber 528, Page 1137), and a 22 acre parcel as described in Deed Ref. 1, 4th parcel, to the southeast corner of the said 145 acre parcel being the point of beginning. Containing approximately 80 acres, more or less.

"St. Regis Falls - South River Road Tract (easterly parcel @ River junction)"

ALL THAT LAND, lying, situate and being in the Town of Waverly, County of Franklin, also being part of Lots 20 & 27, Township 10, Great Tract One, Macomb's Purchase, and also being a portion of the 6th and 7th parcels described in a deed from the Santa Clara Lumber Company to the St. Regis Paper Company dated May 29, 1899 and recorded June 19, 1899 in Deed Liber 109, Cp 120 ("Deed Ref. 1") and further described as follows:

BEGINNING at the northeast corner of Great Lot 27, being also the northwest corner of Great Lot 28, the southwest corner of Great Lot 21, the southeast corner of Great Lot 20, and being the northeast corner of a 20 acre parcel described in the aforementioned Deed Ref. 1, 6th parcel, and also being a corner of a 25.73 acre parcel described in Deed Liber 181, Page 37 which parcel was conveyed to The People of the State of New York along with other lands as described in Deed Liber 406, Page 587; thence southerly 1.75 chains (115.5') along the common line of Great Lots 27 and 28 being also the westerly bounds of the aforementioned lands conveyed to The People of the State of New York, to a point on the northerly boundary of the former New York and Ottawa R.R. (N.Y.&O.R.R.) right-of-

way now reputedly owned by the Town of Waverly and used as a Town road referred to as the "South River Road"; thence westerly along the northerly boundary of said former N.Y.& O.R.R. right-of-way 33 chains (2178') to a point being the southwesterly corner of the aforementioned 20 acre parcel and being also the southeasterly corner of a 110.86 acre parcel as described in the aforementioned Deed Ref. 1, 7th parcel; thence continuing along the northerly bounds of said former N.Y.& O.R.R. right-of-way being the southerly bounds of said 110.86 acre parcel, a distance of 58 chains (3828') to a point in the common line of Great Lots 19 and 20, said point being also in the easterly bounds of the aforementioned lands acquired by The People of the State of New York (Deed Liber 406, Page 587); running thence northerly along the west line of Great Lot 20, being the easterly line of the aforementioned lands acquired by The People of the State of New York a distance of 10.50 chains (693') a point in the center of the St. Regis River, said point being the northwesterly corner of lands herein conveyed and being also the southwesterly corner of lands now reputedly owned by Lowell H. Todd and Ann M. Todd (Deed Liber 537, Page 368) and being also on the easterly boundary of the said lands of The People of the State of New York; thence running upstream in the center of the St. Regis River along the northerly bounds of the aforementioned 110.86 acre parcel and being along the southerly bounds of said lands of Todd and then along the southerly bounds of lands now reputedly owned by Reginald H. And Mary W. Lockhart (Deed Liber 494, Page 1121) a distance of 74.68 chains (4928.38') - (said distance is a sum total of 10 courses describing the northerly line of the 110.86 acre parcel in the aforementioned Deed Ref. 1) to a point in the center of the St. Regis River described in the aforementioned Deed Ref. 1, 7th parcel as being northerly 1.70 chains (112.2') from a 14" diameter birch tree on the south bank of the river, said point is also the northwesterly corner of the aforementioned 25.73 acre parcel acquired by The People of the State of New York (Deed Liber 406, Page 587); thence southerly along the easterly bounds of aforementioned 110.86 acre parcel, being the westerly bounds of said lands of The People of the State of New York, to the southwesterly corner of said lands of The People of the State of New York, being also the northwesterly corner of the aforementioned 20 acre parcel on the north line of Great Lot 27 as described in the aforementioned Deed Ref. 1, 6th Parcel; thence easterly along the northerly line of said 20 acre parcel and being along the southerly bounds of the said lands of The People of the State of New York a distance of 31.50 chains (2079') to the point of beginning. Containing about 130.86 acres, more or less.

Parcel North of Landfill

ALL THAT TRACT, PIECE OR PARCEL OF LAND, lying, situate and being in the Town of Waverly, Franklin County, New York, also being in Lot 35, Township 10, Macomb's Purchase, Great Tract I, being further described as follows:

BEGINNING at the northeast corner of Lot 35 of Township 10, Macomb's Purchase, Great Tract 1; thence southerly along the easterly line of said Lot 35 to a point, said point being located approximately 900 feet northerly from Dexter Road measured along said division line, said point also being located on the northerly bounds of the so-called "55.1-acre Santa Clara Landfill site"; thence westerly along the northerly bounds of said landfill site to the lands now or formerly known as the

Dimick Lot; thence northerly along said Dimick Lot to the division line between Lots 28 & 35 of Township 10, Macomb's Purchase, Great Tract 1; thence easterly along said division line to the point or place of BEGINNING.

BEING a portion of the lands conveyed by the Santa Clara Lumber Company to the St. Regis Falls Paper Company by deed dated May 29, 1899 and recorded on June 19, 1989 in Liber 109 Cp 120.

EXCEPTIONS

1. EXCEPTING therefrom that portion of that piece or parcel of land located in the Towns of Waverly and Santa Clara, County of Franklin, State of New York, bounded and described as follows, which is within the bounds of the above described parcels:

   BEGINNING at a point on the edge of the traveled way of Dexter Road just east of the Town line between said towns; thence along said edge of Dexter Road S 41° 16' 44" W, 2,784.2 feet; thence N 07° 10' 18" W, 85.5 feet; thence S 85° 40' 58" W, 474 feet; thence N 04° 25' 36" W, 991.9 feet; thence N 83° 48' 05" E, 1,369.2 feet; thence N 05° 43' 45"W, 1,450 feet; thence N 83° 56' 46" E, 1,120 feet; thence S 05° 44' 36" E, 658 feet to the point or place of BEGINNING containing 55.1 acres, more or less.

2. EXCEPTING therefrom all that tract or parcel of land being part of the 6th and 7th parcels described in aforementioned Deed Ref. 1 (Deed Liber 109 cp 120) being a strip of land 150' in width lying along and northerly of the northerly bounds of the former New York and Ottawa R.R. right-of-way and more particularly described as follows:

   BEGINNING at the northeast corner of Great Lot 27, being also the northwest corner of Great Lot 28, the southwest corner of Great Lot 21, the southeast corner of Great Lot 20, and being the northeast corner of a 20 acre parcel described in the aforementioned Deed Ref. 1, 6th parcel, and also being a corner of a 25.73 acre parcel described in Deed Liber 181, Page 37 which parcel was conveyed to The People of the State of New York along with other lands as described in Deed Liber 406, Page 587; thence southerly 1.75 chains (115.5') along the common line of Great Lots 27 and 28 being also the westerly bounds of the aforementioned lands conveyed to The People of the State of New York, to a point on the northerly boundary of the former New York and Ottawa R.R. (N.Y.&O.R.R.) right-of-way now reputedly owned by the Town of Waverly and used as a Town road referred to as the "South River Road"; thence westerly along the northerly boundary of said former N.Y.&O.R.R. right-of-way 33 chains (2178') to a point being the southwesterly corner of the aforementioned 20 acre parcel and being also the southeasterly corner of a 110.86 acre parcel as described in the aforementioned Deed Ref. 1, 7th parcel; thence continuing along the northerly bounds of said former N.Y.&O.R.R. right-of-way being the southerly bounds of said 110.86 acre parcel, a distance of 58 chains (3828') to a point in the common line of Great Lots 19 and 20, said point being also in the easterly bounds of the aforementioned lands acquired by The People of the State of New York (Deed Liber 406, Page 587); thence northerly along the west line of Great Lot 20 being the

easterly line of the aforementioned lands acquired by The People of the State of New York to a point which lies 150' as measured at right angles or radially northerly from the northerly bounds of said N.Y.&O.R.R. right-of-way; thence easterly on a line 150' northerly from and concentric to the northerly bounds of said N.Y.&O.R.R. right-of-way to the northerly line of Great Lot 27, being the northerly bounds of the aforementioned Deed Ref. 1, 6th parcel and the southerly bounds of the aforementioned lands of The People of the State of New York; thence easterly along said line to the point-of-beginning. Containing approximately 20 acres, more or less.

EXCEPTING all right, title and interest in and to all streets, lanes, roads, and rights of way traversing or adjoining the premises herein above described, and the ponds, marshes, rivers, waters and lands under water located in or upon the above described premises, and all littoral, riparian and shore rights in any wise pertaining or belonging thereto.

EXCEPTING all right, title and interest, if any, in and to any strips and gores between the above described parcels and adjoining owners on the north, south, east and west, other than Grantor's.

ALL as shown on a map containing 9 sheets, filed in the Franklin County Clerk's Office on June 28, 1999 as Instrument No. 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668 and 1669 (hereinafter "Project Map"):

> "Map showing a portion of Lands of Champion International Corporation "The Northern Flow Rivers" designated as Project: Franklin 231 A & B", dated June 23 and 24, 1999, by Robert A. Morrell, LLS, containing nine sheets, and filed in the Department of Environmental Conservation in Albany, New York, as Map No. 11,534.

TYPE **USING BLACK INK**

LEWIS COUNTY CLERK'S OFFICE

JESSE SCHANTZ, CLERK

RECORD & RETURN TO:

Sutherland, Asbill & Brennan, LLP
999 Peachtree Street, NE
Atlanta, Georgia 30309-3996
Attn: Victor P. Haley

Submitted by: NAC

Type of Document: Deed

Party of the 1st part The Conservation Fund

Party of the 2nd part Heartwood Forestland Fund III, L.P.

Location of property Many Croghan, Watson & New Bremen

Street/Rd Township

BELOW FOR CLERK'S OFFICE USE ONLY

Recording fees		**Other fees**	
Base	$10.00	TP 584	$ 5.00
Cover Sheet	$ 3.00	RP 5217	25.00
		Transfer Tax	12,832.00
Cover sheet is recorded as part of the		Basic Mtg. Tax	
document & will be counted as a page		Spl. Addt. Tax	
		Affidavit	

Lewis County

BARGAIN AND SALE DEED WITH COVENANT

THIS DEED, made the 30th day of June, 1999 between **THE CONSERVATION FUND**, a not-for-profit corporation organized under the laws of the State of Maryland, having a business address at 1800 North Kent Street, Arlington, Virginia 22209, Grantor, and **HEARTWOOD FORESTLAND FUND III, L.P.**, a North Carolina limited partnership, having a business address at 1512 East Franklin Street, Suite 104, Chapel Hill, North Carolina 27514, Grantee.

WITNESSETH, that Grantor, in consideration of Ten Dollars ($10.00) and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, its successors and assigns forever, ALL those certain plots, pieces or parcels of land, with the improvements thereon, situate, lying and being in the County of Lewis, State of New York, described in Exhibit "A" attached hereto and made a part hereof (the "Premises").

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said premises;

TOGETHER with all the right, title and interest, if any, of the Grantor in and to all streets, lanes, roads, and rights of way traversing or adjoining the premises herein above described, and the ponds, marshes, rivers, waters and lands under water located in or upon the above described premises, and all littoral, riparian and shore rights in any wise pertaining or belonging thereto.

TOGETHER with all right, title and interest, if any, of the Grantor in and to any strips and gores between the above described parcels and adjoining owners on the north, south, east and west, other than Grantor.

RESERVING unto Grantor, its successors and assigns, for the benefit of the New York State Lands (as hereinafter defined), (i) a permanent easement extending 50 feet on either side of the centerline of those roads depicted as "Permanent Easement" on that certain map entitled "Map Showing Champion International Lands known as 'Croghan Tract' Projects: Herkimer 130 and Lewis 207", last revised June 25, 1999, by Michael J. Contino, Assistant Land Surveyor III, filed in the Department of Environmental Conservation in Albany, New York, as Map No. 11,535 and filed in Lewis County on June 28, 1999, in Map File # 2787 (hereinafter referred to as the "Project Map"), and (ii) a permanent easement

extending 50 feet from the centerline toward the Premises for roads serving as boundaries between the Premises and adjoining lands conveyed by Grantor to The People of the State of New York, acting by and through the Commissioner of Environmental Conservation of the State of New York by that certain Deed dated of even date herewith (the "New York State Lands").

CONVEYING to the Grantee, for the benefit of the Premises, a permanent easement 50 feet in width from the centerline of roads that serve as any of the boundaries between the Premises and the New York State Lands extending from the centerline into the New York State Lands.

The aforementioned easement rights shall be governed by the following terms:

The permanent easements shall be for ingress and egress and to advance the forestry, recreational and administrative purposes set forth in (i) that certain Conservation Easement from Grantor to The People of the State of New York, dated of even date herewith and intended to be recorded in the Lewis County Clerk's Office simultaneously herewith, and (ii) APA Permit 98-313. The easements shall be over a strip of land 50 feet from the centerline of the existing road and the portion within 25 feet of the centerline shall include but not be limited to the listed rights herein and the use of the area from 25-50 feet from the centerline shall be limited to the following listed rights: the right of maintenance, drainage, slopes, ditching, cutting and other work required to safely maintain the roadway.

Each party at its sole expense may maintain, repair, correct, replace, upgrade or otherwise improve those roads, trails or bridges over which it has the right of use subject to this provision. The owner of the New York State Lands, for the benefit of the Premises, shall have the duty and responsibility to repair and correct at its expense, subject to availability of funds, damages to those portions of the roads and trails to which it and the public have the right of use caused either by the public's recreational use of the property or directly by the owner of the New York State Lands, its invitees, guests, officers, employees, agents, and contractors. If funding is not available for such work, the owner of the New York State Lands shall provide reasonable alternative access to Grantee in furtherance of its forestry activities. The owner of the Premises, for the benefit of the New York State Lands, shall have the duty and responsibility to repair and correct at its expense damages caused to these roads and trails by the owner of the Premises, its invitees, licensees, guests, lessees, officers, employees, agents and contractors.

The property described above does not constitute all or substantially all of the assets of the Grantor.

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, its successors and assigns forever.

This conveyance is made subject to the following exceptions to the extent they remain enforceable and affect the Premises:

1) all reservations, covenants, restrictions and other matters of record;

2) powerline and waterline easements;

3) matters not of record that would be disclosed by a survey or physical inspection of the premises;

4) existing mineral reservations, conveyances and oil and gas leases;

5) existing zoning regulations;

6) the terms of a Tri-Partite Agreement between Grantor, Grantee and The People of the State of New York dated of even date herewith and intended to be filed in the Lewis County Clerk's Office simultaneously herewith, and

7) that certain Conservation Easement from Grantor to The People of the State of New York dated of even date herewith and intended to be recorded in the Lewis County Clerk's Office simultaneously herewith.

AND the Grantor covenants that the Grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid, and

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

EXHIBIT A - LEWIS COUNTY

ALL THOSE TRACTS OR PARCELS OF LAND, situate, lying and being in the Towns of Croghan, Watson and New Breman, County of Lewis, and Town of Well, County of Herkimer all in the State of New York and being all of the lands of the Grantor herein, described in two parts; **Part I** and **Part II.**

PART I

ALL THOSE SIXTEEN (16) TRACTS OR PARCELS OF LAND, situate in the Towns of Croghan and Watson, County of Lewis, State of New York, Watson's East Triangle and Watson's West Triangle, more particularly described as follows:

PARCEL ONE (Liber 136 cp 510, "FIRST PARCEL")

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Croghan, County of Lewis and State of New York, being part of the 9, 10, 11, 12, 13, 14, 15 East 14, 15, 16, 17, 18 North Ranges of the subdivision of Great Lot No.5, of Macomb's Purchase, and being bounded and described as follows:

BEGINNING at the southwest corner of 16 acres conveyed to Christian Franey January 31, 1867, said corner being a post 8 chains 62 links westerly, and 8 chains South 2° West from the corner of 9,10 East, 15,16 North Ranges, and runs

Thence along the south line of said 16 acres and the south line of 58.84 acres conveyed to said Farney on March 7, 1883, South 86° East 47 chains 99 links to a post marked C.F.& B., the southeast corner of said 58.84 acres;

Thence along the east line thereof, North 4° East 24.38 chains to a post angle;

Thence North 25° West 11.77 chains to a post, the northeast corner thereof;

Thence along the north line of said 58.84 acres to and along the north line of 66.5 acres conveyed to said C. Farney on November 13, 1863, and the north line of 21.95 acres conveyed to said Farney, North 88° West 43.50 chains to a post marked C.F. & B. in the east line of 206.28 acres conveyed to P. Gouertermouth August 20, 1841;

Thence along the same, North 4° East 17.42 chains to a post marked F.& B., the southwest corner of 58.20 acres conveyed to J.P. Farney November 30, 1867;

Thence along the South line thereof, South 86° East 31.20 chains to a post, the southeast corner thereof;

Thence along the east line thereof, North 4° East 17.50 chains to a post, the northeast corner thereof;

Thence along the north line thereof, North 86° West 17 chains to a post, a corner;

Thence to and along the east line of 42.55 acres conveyed to L.F. Waters and Jos. Buttin August 6, 1866, North 4° West 21.65 chains to a post marked M., the southerly, southwest corner of 53.10 acres conveyed to J.A. Meister December 2, 1872;

Thence along the south line thereof, South 87° East 23.90 chains to a post the southeast corner thereof;

Thence along the east line thereof and the same course continued along a line of marked trees, North 2° East 54.96 chains to a post marked B. in the line of 17, 18 North Range;

Thence along the same, along the line of original marked trees, easterly 30.65 chains to the corner of the 10, 11 East 17, 18 North Ranges, a stake and stone by a long stone;

Thence continuing along said line of 17, 18 North Ranges, easterly 22.40 chains to a post marked B;

Thence North 5° East 24.70 chains to a post marked B.;

Thence South 85° East 14.30 chains to a post marked B.G., the northwest corner of 46 acres conveyed to Chas. Bachman February 28, 1878;

Thence along the same, South 2° West 17 chains to a birch tree marked B., a corner thereof;

Thence North 56° East 8.08 chains to a post and stones, a corner thereof;

Thence South 3° West 9.70 chains to a post marked B and is 3.39 North 3E. and 44.21 easterly along the line of 17, 18 North Ranges from the corner of the 10, 11, E17, 18N Ranges;

Thence along the south line of said 46 acres, South 85° East 24.25 chains to a post and stones, the southeast corner thereof;

Thence along the east line thereof, North 3° East 9 chains to a post and stones, the North East corner thereof;

Thence North 30° East 25 chains to a post marked B.;

Thence South 85° East 10 chains to a small spruce tree marked B.R.;

Thence North 40° East 42.60 chains to a post in the line of the 18, 19 North Ranges marked B.R.;

Thence along the said line, along the old marked trees thereof, South 85° East 25.35 chains to the corner of 12, 13 East 18,19 North Ranges, a post and stones;

Thence along a line of marked trees as run October 1882, South 5° West 68.85 chains to a post and stones, the corner of 12, 13 East 17,18 North Ranges;

Thence along a line of marked trees, South 85° East 67.50 chains to a pine post and stone on a ledge marked 13, 14, 17, 18;

Thence along a line of marked trees as marked in 1882, North 5° East 69 chains to a post and stones, the corner of 13, 14 East 18, 19 North Ranges;

Thence along the line of 18, 19 North Ranges, along the line of original marked trees, easterly 67.50 chains to a post and stones, the corner of 14, 15 East 18,19 North Ranges;

Thence continuing along the said line of 18, 19 North Ranges, easterly 33.60 chains to a post and stones in the Watson Tract line, the corner of the 18, 19 North Ranges on the line;

Thence along the line of the Chassanis and Watson tracts, along the original marked trees thereof, southwesterly 183.60 chains to a post and stones, the east corner of the Fish Creek Lot;

Thence along the same, North 50° West 48.50 chains to a post marked N. S.;

Thence North 87° West 102.20 chains to a post and stones marked T., the northwest corner of said lot;

Thence along the west line thereof, South 4° West 75 chains to a hemlock post marked T.;

Thence North 86° West 1.03 chains to a post, the northwest corner of 531.74 acres surveyed for C.W. Saunders;

Thence along the same, South 5° West 53 chains to a post marked N. S.;

Thence South 40° East 28.50 chains to a post and stones marked C.W.S.;

Thence South 50° East 47.50 chains to a post and stones on the said tract line (northeasterly from the old Felt house);

Thence along said line, the original marked trees of the same southwesterly 55 chains to a cedar post and stones on the northerly bank of the Beaver River;

Thence continuing said line across said river southwesterly to a stake 10 rods southwesterly from the southerly bank of said river, being the northeast corner of 500 acres conveyed to George J. Tenney and Samuel Little March 16, 1863;

Thence along the northerly line thereof westerly in a straight line to the northwest corner of said 500 acres, a point 2 chains 50 links South 40° West from the southerly shore of the Beaver River and is one chain 68 links South 40° West from a pine stump cornered and marked;

Thence in extension of the northwesterly line of said 500 acres, North 40° East 3 chains to the center of said river;

Thence down along said center as it winds and turns northwesterly, southwesterly and westerly to the line of the East and Middle Third of the 9 East 14 North Ranges;

Thence along said line, being along the east line of land conveyed to John Farney, North 9.50° East 21.80 chains to a post, the northeast corner of said Farney's land, in the south line of 69 acres conveyed to N. Tonelia September 1, 1880;

Thence along same, South 85° East 22.44 chains to a post, the southeast corner of said 69 acres and the corner of the 9,10 East 14, 15 North Ranges;

Thence along the east line of said 69 acres, North 5° East 13.35 chains to a post marked N.T.;

Thence North 85° West 12 chains to a post a corner thereof;

Thence North 3° East 12 chains to a post marked N.T., the northeast corner thereof;

Thence along the north line thereof, North 86° West 20.40 chains to a post, the northwest corner thereof in the east line of 5 acres conveyed to John Zehr;

Thence along the same, North 4° East 5.73 chains to a post marked J.Z., the northeast corner thereof;

Thence along the north line thereof, North 88° West 3.56 chains to a post the northwest corner of said 5 acres in the east line of 127.72 acres conveyed to said John Zehr January 26, 1864;

Thence along the same, North 2° East 14.02 chains to a post marked J.Z., the southwest corner of 19 acres conveyed to said John Zehr;

Thence along the south line thereof, South 88° East 8.97 chains to a post marked J.Z., the southeast corner thereof;

Thence along the east line thereof, North 17° East 13.83 chains, to the northeast corner thereof;

Thence along the southwesterly line of the aforesaid 12.75 acres, South 62° East 8.83 chains to a hub in the center of the road and the southeast corner of said 12.75 acres; and

Thence along the southeasterly line thereof, North 58° East 13.50 chains to the place of beginning.

EXCEPTING therefrom and thereout all those 55 acres in the 10, 11 East, 15 North Ranges that were conveyed to John Kieb February 7, 1883, and containing, after said exception, 4,186.80 acres, more or less.

BEING the same premises conveyed by Lewis H. Bullard and others to Theodore B. Basselin by deed dated March 3, 1892, and recorded in the Clerk's Office of Lewis County March 21, 1892, in Liber 84 of Deeds, at page 522.

EXCEPTING also therefrom and thereout 8.84 acres in the Town of Croghan conveyed by said Theodore B. Basselin to John Zehr by deed dated April 9, 1898, and recorded in Lewis County Clerk's office in Liber 97 of Deeds, at page 358.

ALSO EXCEPTING 3.72 acres in the Town of Croghan conveyed by the executors of said Basselin to Northern New York Utilities, Inc., with other lands, by deed dated October 20, 1917 and recorded in said Clerk's Office in Liber 129 of Deeds, at page 446;

ALSO EXCEPTING 19.58 acres in the Town of Croghan conveyed by said executors to Christian W. Lehman by deed dated November 27, 1917, and recorded in said Clerk's Office in Liber 130 of Deeds, at page 4.

ALSO EXCEPTING 37.30 acres in the Town of Croghan conveyed by said executors to Benjamin Bachman by deed dated December 12, 1917.

ALSO EXCEPTING 120.5 acres in the Town of Croghan conveyed by said executors to Harry S. Lewis by deed dated September 16, 1919.

PARCEL TWO (Liber 136 cp 510 "THIRD PARCEL")

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Croghan, County of Lewis and State of New York, being part of the 12,13 East 19, 20 North Ranges of the subdivisions of Great Lot No. 5 of Macomb's Purchase, bounded and described as follows, viz:

BEGINNING at a post and stones, the corner of the 12,13 East 18, 19 North Ranges of said subdivisions and running thence along the west line of land conveyed to W.W. and Y. Rice, North 4° East 63 chains to the center of the Oswegatchie River;

Thence down along the same, southwesterly 15.50 chains, about, to the southwest corner of 32.80 acres surveyed for O.Sweet;

Thence along the west line of the same, North 5° East 21.50 chains to a hemlock post marked "Sweet", the northwest corner thereof;

Thence along the north line thereof, South 85° East 17 chains to a stake at the west side of a large rock, the northeast corner thereof;

Thence North 4° East 7 chains to a post;

Thence South 85° East 2.10 chains to a post and stones marked "Sweet", the southwest corner of 31 acres surveyed for said O. Sweet;

Thence along the same North 4° East 15.50 chains to a post and stones marked "Sweet";

Thence South 86° East 5 chains to a post and stones;

Thence North 4° East (10chairs, to a post and stones the N.W. corner of said 31 acres) 43.30 chains to a post and stones marked 33.30 B. in the line of 20,21 North Ranges;

Thence along the same, along a line of marked trees, about North 85° West, (6.75 chains a post marked 68.44 from the south 25.80 a post marked 57.50 from the original corner of 12, 13 East and 21, 22 North Ranges) 77 chains to a post and stones, 65 chains North 5° East from the corner of 19,20 North, 11,12 East Ranges;

Thence along the line of 11,12 East Ranges along a line of marked trees for the same, South 5° West 112 chains to a stake in the north line of 110 acres conveyed to Joseph Zehr October 21, 1874;

Thence along the same, South 85° East 40 links to a post, the northeast corner thereof;

Thence along land conveyed to F.V. Allen January 13, 1881, North 5° East 2 chains to a post in the northwest corner thereof;

Thence along the same, South 85° East 5.30 chains to a small spruce tree marked "A";

Thence South 26° East 5 chains to a hemlock post marked "A";

Thence South 77.50° 30 East 6.16 chains to a post and stones in the road line;

Thence South 32° East 10.66 chains to a post on the northerly bank of the Oswegatchie River;

Thence down along the same southwesterly 16.40 chains, about, to a post in the line of the 18,19, North Ranges; and

Thence along the same, South 85° East 55.15 chains to the place of beginning, **containing 916 acres** of land, more or less.

BEING the same premises conveyed by Lawrence J. Goodale and John A. Goodale to Theodore B. Basselin by deed dated January 19, 1891, and recorded in the Clerk's Office of Lewis County February 4, 1891, in Liber 82 of Deeds, at page 350.

PARCEL THREE (Liber 136 cp 510 "FOURTH PARCEL")

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Croghan, County of Lewis and State of New York and being part of the 11,12 East 14,15,16 North Ranges of the subdivisions of Great Lot No. 5 of Macomb's Purchase, bounded and described as follows, viz.;

BEGINNING at a post marked "S" standing 5 chains South 87° East and 10 chains South 3° West from the corner of the 11,12 East 15,16 North Ranges, and runs thence along the line of land heretofore surveyed for Norcross and Saunders, North 3° East 25.06 chains to a hemlock post marked "S";

Thence North 86° West 37.90 chains to a hemlock post marked "C.W.S.";

Thence South 5° West 53 chains to a post marked "N. S.";

Thence South 40° West 28.50 chains to a post marked "N. S.";

Thence South 50° East 47.50 chains to a post and stones marked "C.W.S." standing on the hypotenuse line;

Thence along the same, along the old marked line of trees, northeasterly 102.20 chains to a tamarack post in a small open swamp marked "N. S.", the southeast corner of the said land surveyed for Norcross and Saunders; and

Thence along the south line thereof, North 87° West 47.15 chains to the place of beginning, **containing 531.74 acres** of land, more or less, as surveyed by J.P Brownell in December 1872, and August, 1876.

BEING the same premises conveyed by Lawrence J. Goodale and wife to Theodore B. Basselin, by deed dated June 17, 1884, and recorded in Lewis County Clerk's Office June 27, 1884, in Liber 69 of Deeds, at page 21.

Excepting 19 acres in the Town of Croghan conveyed by said Executors of said Basselin to H.S. Lewis by deed dated September 16, 1919.

PARCEL FOUR (Liber 136 cp 510 "FIFTH PARCEL")

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Croghan, and being part of the 11,12,13, East 15,16,17 North Ranges of the subdivisions of Great Lot No. 5 of Macomb's Purchase, and is bounded and described as follows, viz:

BEGINNING at a post and stones standing 5 chains easterly (about South 85° East) and 16 chains 06 links North 3° East from the corner of the 11,12 East 15,16 North Ranges, and runs

Thence North 86° West 36 chains 87 links, to a post marked "T";

Thence North 4° East 75 chains to a hemlock post and stones marked "T";

Thence South 87° East 102 chains 20 links to a post marked "N.S.";

Thence South 50° East 48 chains 50 links to a hemlock post and stones in the Watson Tract line;

Thence along the same, along the line of original marked trees about South 44° West 96 chains to a tamarack post in an open swamp 11 chains 25 links southwesterly from the corner of the 15,16 North Ranges on said line;

Thence North 86° West 47 chains 15 links to a post in a small open swamp; and

Thence North 3° East 26 chains 06 links to the place of beginning, **containing 1000 acres** of land, more or less.

BEING the same premises conveyed by Charles Le Ray de Chaumont de Saint Paul to Theodore B. Basselin by deed dated March 15, 1894, and recorded in the Clerk's Office of Lewis County March 27, 1894, in Liber 88 of Deeds, at page 157.

PARCEL FIVE: (Liber 136 cp 510 "SIXTH PARCEL")

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Croghan, County of Lewis and State of New York, being part of the 9,10,11,12 East 18 North Ranges of the subdivisions of Great lot No. 5 of Macomb's Purchase, and bounded and described as follows, viz.:

BEGINNING at a post on the line of the 18, 19 North Ranges 7 chains 30 links westerly along said line from the corner of the 9,10, East 18,19 North Ranges, and being the northeast corner of 37.50 acres conveyed to Jacob Zehr December 24, 1872, and running thence along the easterly line thereof South 3° West 24 chains to a post, an angle;

Thence South 42° East 18 chains 26 links to a point in the center of the road 50 links South 42° East from a post marked "J.Z."

Thence along the road leading to Sweet's Mill, North 70° East 20 chains 80 links to a hub in the center of said road 50 links North 10° West from a post marked "J.B.P.", the northeast corner of 33 acres surveyed for J.B. Phillips;

Thence along the east line thereof, South 10° East 15 chains 94 links to a post, the southeast corner thereof;

Thence along the south line thereof, South 84° West 31 chains 50 links to a post in the southeasterly line of land conveyed to Blodgett & Phillips June 17, 1873;

Thence along the line of lands surveyed for P. Yancey, South 63° East 12 chains 63 links to a post marked "P.Y.";

Thence South 5° West 15 chains, 83 links to a post in the line of the 17,18 North Ranges, 9 chains easterly from the corner of the 9,10, East 17,18 North Ranges 20 chains, 83 links to a point, an angle;

Thence South 64° West 9 chains 62 links to a post in the line of the 9,10 East Ranges;

Thence along the said line, Southerly to and along the east line of land conveyed to Waters & Butlin, August 6, 1866, to a post, a corner thereof;

Thence along the northerly line thereof, easterly 6 chains 40 links to the northeast corner of the 42.55 acres conveyed to Waters & Butlin, northwest corner thereof;

Thence along the north line thereof, South 86° East 19 chains 95 links to a post marked "M", the northeast corner of the said 53.10 acres;

Thence along the line of lands surveyed for Basselin, North 1° East 31 chains 50 links to a stake in the line in the said 17, 18 North Ranges;

Thence along said line easterly 53.10 chains to a post marked "B.& R", a corner of land surveyed for Basselin;

Thence North 5° East 24 chains 70 links to a post and stones marked "B. & R.";

Thence South 85° East 14 chains 30 links to a post marked "C.B.", the northwest corner of 46 acres conveyed to Charles Bachman February 28, 1878;

Thence along the same, South 71° East 19 chains to a hub, an angle;

Thence South 51° East 15 chains 20 links to a post and stones, the northeast corner of said 46 acres;

Thence along the line of land surveyed for said Basselin, North 30° East 25 chains to a stake, an angle;

Thence South 85° East 10 chains to a stake, an angle;

Thence North 40° East 42 chains 60 links to a post and stones in the line of the 18,19 North Ranges marked "B. & R.";

Thence along said line of 18, 19 North Ranges, along the line of marked trees of said line westerly 182 chains to the place of beginning.

EXCEPTING therefrom all those 20.55 acres that were conveyed to S.H. Snell February 11, 1878, and **containing**, after such exception, **1032.23 acres** of land, more or less, as surveyed by J.P. Brownell in 1883.

ALSO EXCEPTING 202.58 acres conveyed to John Yancey July 8, 1918.

BEING the same premises with others, conveyed by William H.Sherwood and others to Theodore B. Basselin, by deed dated August 3, 1897, and recorded in the Clerk's Office of Lewis County March 29, 1898, in Liber 95 of Deeds at page 272.

PARCEL SIX: (Liber 136 cp 510 "EIGHTH PARCEL")

ALL THAT TRACT OR PARCEL OF LAND, situate in the town of Croghan, County of Lewis and State of New York and in the County of Lewis, State of New York, and being part of the 13 East and 18 North Ranges of the subdivisions of Great Lot No. 5 of Macomb's Purchase, and bounded and described as follows, viz:

BEGINNING at a post and stones marked 12,13,17,18, being the corner of the 12,13, East 17,18 North Ranges and running thence along the line of the 17, 18 North Ranges South 85° East 30 chains to a post marked "S.B. & Co. & T.B.B.";

Thence North 5° East 10 chains 50 links to a post marked "S.B.& Co. & T.B.B.";

Thence North 65° West 11 chains to a post marked;

Thence South 75° West 20 chains 70 links to a post marked in the line of the 12,13, East Ranges; and

Thence along the same, South 5° West 6 chains 88 links to the place of beginning, **containing 33.40 acres** of land, more or less.

BEING the same premises conveyed by Lewis H. Bullard and others to Theodore B. Basselin by deed dated June 1, 1892, and recorded in the Clerk's Office of Lewis County November 17, 1893, in Liber 86 of Deeds, at page 514.

PARCEL SEVEN: (Liber 136 cp 510 "TENTH PARCEL")

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Watson, Lewis County, State of New York and in the Town of Webb, Herkimer County, State of New York, bounded and described as follows, viz: being Lot Twenty (20), except 249 acres of the east part thereof, and **containing** after said exception, **472 acres** of land, more or less, and being the same premises, with others, conveyed by Mary A. Strife to said Theodore B. Basselin by deed dated October 18, 1911, and recorded in the Clerk's Office of Lewis County October 31, 1911, in Book 118 of Deeds, at page 358.

Being and intending to convey all of said Lot 20 lying within the Town of Watson, County of Lewis.

PARCEL EIGHT: (Liber 136 cp 510 "ELEVENTH PARCEL")

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Watson, being all that tract or land being conveyed to Peter H. Strife by deed dated January 5, 1895, and recorded in Herkimer County Clerk's Office January 11, 1895, in Book 154 of Deeds, at page 97, said premises being more particularly described as follows: All the southwesterly part of Lot No. 22 in Watson's East Triangle; formerly in Herkimer County, **containing 168.50 acres** of land, more or less.

BEING the same premises conveyed by Mary A.Strife to Theodore B. Basselin by deed dated October 18, 1911, and recorded in the Clerk's Office of Lewis County October 31, 1911, in Book 118 of Deeds, at page 358.

PARCEL NINE: (Liber 136 cp 510 "TWELFTH PARCEL")

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Watson, County of Lewis and State of New York, bounded and described as follows, viz: Being the east part of Lot No. Three (3), Watson's East Triangle, and bounded north by Lot No 21, East by Lot No. 4, South by Township 4, John Brown's Tract, West by that part of said Lot No. 3 owned by Theodore B. Basselin, **containing 250 acres** of land, more or less

BEING the same premises conveyed by Frank H. Bigness and wife to Theodore B. Basselin, by deed dated September 27,1913 and recorded in the Clerk's Office of Lewis County October 13, 1913, in Liber 121 of Deeds, at page 164.

PARCEL TEN: (Liber 136 cp 510 "THIRTEENTH PARCEL")

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Watson, County of Lewis and State of New York described as follows, viz: known as and being Lot No Three (3) located in Watson's East Triangle **supposed to contain 298.36 acres** of land, more or less.

BEING the same premises conveyed by Julius H. Wood to Theodore B. Basselin, by deed dated September 13, 1887, and recorded in the Clerk's Office of Lewis County September 14, 1887, in Liber 75 of Deeds, at page 569.

PARCEL ELEVEN: (Liber 136 cp 510 "FOURTEENTH PARCEL")

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Watson, County of Lewis and State of New York, described as follows, viz: known as and being Lot No. Two (2) located in Watson's East Triangle, **containing 440 acres** of land, more or less.

BEING the same premises conveyed by Austin Prentice, Treasurer of Lewis County, to Theodore B. Basselin by deed dated February 17, 1890, and recorded in the Clerk's Office of Lewis County February 19, 1890, in Liber 80 of Deeds, at page 327.

PARCEL TWELVE: (Liber 136 cp 510 "FIFTEENTH PARCEL")

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Watson, County of Lewis and State of New York, described as follows, viz: known as and being Lot No. One (1) located in Watson's East Triangle, except 443.95 acres conveyed to M.W. Van Amber, **containing**, after said exception, **106 acres** of land, more or less.

BEING the same premises conveyed by Austin Prentice, Treasurer of Lewis County, to Theodore B. Basselin, by deed dated February 17, 1890, and recorded in the Clerk's Office of Lewis County February 19, 1890, in Liber 80 of Deeds, at page 327.

PARCEL THIRTEEN: (Liber 136 cp 510 "SIXTEENTH PARCEL")

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Watson, County of Lewis and State of New York, described as follows, viz: in Lot No. 1 of Watson's East Triangle, bounded and described as follows, viz:

BEGINNING at a point in the middle of Beaver River at the point where the line between the Brown and Watson Tracts crosses the same, and runs thence along said line north 39 chains 53 links to a tamarack tree cornered and marked "1842";

Thence still along said line, North 39° East 54 chains 64 links to a beech tree cornered and marked "XIII";

Thence along the southwesterly line of 96.05 acres conveyed to Jonas Hannaha, North 52° West 38 chains 17 links to a spruce cornered and marked "XIV" standing in the line between the Watson and Chassanis tracts;

Thence along said line, South 37.25° West 104 chains 23 links to the middle of Beaver River;

Thence up along the middle of said river as it winds and turns, to the place of beginning, **containing 443.95 acres** of land, more or less.

Being the same premises conveyed by M.W. Van Amber and wife to Theodore B. Basselin, by deed dated March 10, 1897, and recorded in the Clerk's Office of Lewis County, July 27, 1898, in Liber 96 of Deeds, at page 161.

EXCEPTING therefrom and thereout that portion thereof next to Beaver River deeded to Harry S. Lewis September 16, 1919, and containing 187 acres of land, more or less.

PARCEL FOURTEEN: (Liber 136 cp 510 "SEVENTEENTH PARCEL")

ALL THOSE SEVERAL LOTS OR PARCELS OF LAND, situate in what is known as Watson's West Triangle, in the Town of Watson, County of Lewis and State of New York, Watson's West Triangle, and identified as follows:

Being Lots Nos. 22, 23, 24, 25, 26, 47, 48, 49, 50, 51, 52, 73, 74, 75, 76, 77, 98, 99, 100, 101, 122, 123, 124, 145, and 146, **containing in all 2,498 acres** of land, more or less.

Excepting therefrom and thereout those parts or portions thereof of said Lots Nos. 25, 26, 51 and 52 sold to H.S. Lewis by deed dated September 16, 1919, and being next to Beaver River in said County, containing in all 62 acres of land, more or less.

ALL the exceptions hereinbefore referred to as being a parcel or parcel of land sold to Harry S. Lewis are fully described as a whole in the Sixth Parcel contained in the deed thereof made to him by the Executors of the Estate of Theodore B. Basselin, deceased, by deed dated September 16, 1919, and which contain in all 488½ acres, more or less and to which, and the record thereof in the Clerk's Office of Lewis County, reference is had for a full description of the said Lewis Property, inclusive of flowage rights on Beaver River as therein mentioned.

This grant is subject to the following rights and privileges granted by the said Executors to Harry S. Lewis by said deed dated September 16, 1919, to which reference is here had, to-wit:

FIRST: The right to flow any of said lands hereby conveyed lying above the dam to be constructed on Beaver River at or near Soft Maple Falls, when the same is due to excess high water, as provided by said Lewis Deed. The lands so subjected, if at all, lie outside of the following parcels conveyed to said Lewis as aforesaid, to wit:

187 ac. in Lot 1, Watson's East Triangle
17 ac. in Lot 51, Watson's West Triangle
28 ac. in Lot 52, Watson's West Triangle
10 ac. in Lot 26, Watson's West Triangle
7 ac. in Lot 25, Watson's West Triangle
18 ac. of the Prince Lot
19 ac. of the L.J. Goodale 531 Ac. Lot
82 ac. of the Rice Lot
120.5 ac. of the Bullard & Co. Lot.

SECOND: The right and privilege of constructing and maintaining an electric power transmission line 100 feet in width as described with other rights in said deed to Lewis.

THIRD: The roadways as fully described in said deed to Lewis.

This grant or conveyance, and the whole thereof, is made subject to the reservations contained in the original Letters Patent granting said several described pieces or parcels of land, and to such other reservations as to mines, minerals and roadways, or other reservations, found and contained in former instruments of record thereof, and is intended to grant and convey all the lands of every kind and description, situate, lying and being in the Counties of Lewis and Herkimer, State of New York, known as "the Basselin wild or timber lands" remaining after all exceptions hereinbefore mentioned, and containing after said exceptions, 17,641.85 acres of land, more or less, of which the said Theodore B. Basselin died seized, whether herein described or not,

AND FURTHER EXCEPTING AND EXCLUDING those parcels of land as described and conveyed by Deed from St. Regis Paper Company to Clarence L. Fisher & Florence Fisher Jackson dated June 9, 1927 and recorded July 19, 1927 in Liber 283 cp 241 in the Herkimer County Clerk's Office and recorded in Liber 154 cp 359 in the Lewis County Clerk's Office.

The above-described Parcels One through Fourteen **BEING** a portion of the same premises conveyed to St. Regis Paper Company by deed from Fred C. Pierce, et al., dated September 30, 1920 and recorded October 5, 1920 in Lewis County in **Liber 136 of deeds at page 510**.

PARCEL FIFTEEN: (Liber 142 cp 499)

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, situate in the northerly part of the westerly one-half part of Township 4, John Brown's Tract, County of Lewis and State of New York, bounded and described as follows:

BEGINNING at a stake and stones monument in the Herkimer-Lewis County line 493.4 feet northerly from Monument #53 in said County line, said point also being the point of intersection of the northerly line of said Township Number 4, John Brown's Tract with the said County line; thence North 81° 30' West along the northerly line of said Township Number 4, 7,840.6 feet to a stake and stones corner;

Thence South 47° 30' West along the northwesterly line of said Township Number 4, 12,198.00 feet to a stake and stones corner;

Thence South 8° 30' West along the westerly line of said Township Number Four (4) 5,512.00 feet to an iron pipe monument set in a pile of stones;

Thence South 81° 30' East along a line marked trees 9,352.7 feet to an iron pipe monument set in a pile of stones;

Thence North 8° 30' East along a line of marked trees 6,341.9 feet to a iron pipe monument set in a pile of stones;

Thence South 81° 30' East along a line of marked trees 2,475.7 feet to an iron pipe monument set in a pile of stones;

Thence South 8° 30' West along a line of marked trees 6,341.9 feet to an iron pipe set in a pile of stones;

Thence South 81° 30' West along a line of marked trees 3,775.1 feet to an iron pipe monument set in a pile of stones in the Herkimer-Lewis County Line, and said pipe being 1,224.7 feet southerly of Monument #47 on said County line;

Thence North 8° 30' East along the said County Line 14,977.7 feet to the place of beginning, containing 4,161.6 acres of land, more or less.

EXCEPTING AND EXPRESSLY RESERVING from the lands and premises above described, 41.2 acres previously conveyed to the Beaver River Power Corporation, by deed dated February 27, 1914 and recorded in Lewis County Clerk's Office in Book 129 of Deeds at page 138 on August 28, 1917. The amount and quantity of land included in the description aforesaid, after deducting the lands hereby excepted and reserved, is 4120.4 acres, more or less. The map of the lands and premises above described and hereby intended to be conveyed, made by Wood and Sasbach, Civil Engineers, is on file in the Office of the Clerk of the County of Lewis.

ALSO, EXCEPTING AND RESERVING all rights of way, privileges and easements mentioned and described in a certain option or contract dated March 1, 1918, between G. Henry P. Gould and Clarence L. Fisher as Executors of and under the Last Will and Testament of Mary L. Fisher, deceased of the first part and George S. Reed and M.A. Phillips of the second part (known as the Crooked Lake Option), which said rights of way, privileges and easements are described in said option as being "a right of way to and from the Crooked Lake Camps over said Fisher lands by the trails and road now existing, rights of ingress and egress thereto and therefrom over the roads and trails now existing, with a right of way to Alder Creek from Crooked Lake Camps and property over the existing roads and trails."

This conveyance is also made subject to a contract for the sale and purchase of pulp wood, dated March 27, 1902, between Mary L. Fisher the J. P. Lewis of Beaver Falls, New York and John B. Todd, and subject to all rights, privileges, easements and estates therein granted to said J. P. Lewis of Beaver Falls, New York and John B. Todd or their successors or assigns.

BEING the same premises conveyed to St. Regis Paper Company by deed from Clarence L. Fisher and Rachel Fisher, his wife, and Florence Fisher Jackson dated November 21, 1922 and recorded January 4, 1923 in Lewis County in Liber 142 cp 499.

PARCEL SIXTEEN: (Liber 286 cp 58)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Watson, County of Lewis and State of New York containing 500 acres, more or less, known as and being Lot Number 21 of Watson's East Triangle;

BEING the same premises conveyed with other lands by Lucius Robinson, Comptroller of the State of New York to Andrew Simpson and William McKee by deed dated February 26, 1862 and recorded in the Herkimer County Clerk's Office in Book 82 of Deeds at page 118;

BEING the same premises conveyed to Earl M. Mills and Durwood L. Deynard by General Fabricating Construction Company by deed dated May 16, 1949 and recorded in the Lewis County Clerk's Office June 3, 1949 in Liber 214 of Deeds at page 213.

And BEING the same premises conveyed by Earl M. Mills to Durwood F. Daynard by deed dated January 28, 1955 and recorded in Lewis County Clerk's Office March 8, 1955 in Liber 232 of Deeds at page 412;

ALSO BEING the same premises conveyed to St. Regis Paper Company by deed from Durwood F. Daynard dated June 29, 1965 and recorded June 30, 1965 in Liber 286 of Deeds at page 58 in the Lewis County Clerk's Office.

RESERVING to the Grantor herein out of the above-described premises certain lands at the Soft Maple Flow, on the south side and north side thereof, more particularly described as follows:

Tract 1 - Soft Maple Flow, south side (Eagle Falls Areas I, II & III)

Being all that certain tract of land in the Towns of Croghan and Watson, Lewis County, New York, as shown on the map prepared by Lafave, Huntley, White & McGiven Land Surveyors and Engineers dated June 1975 and Revised August 15, 1975 and titled Eagle Falls Camp Lots - Soft Maple Flow, and being more particularly described as follows:

Eagle Falls Area I:	Lots 1 through 10 and any and all other land located between the north right of way line of Eagle Falls Road and the South lot lines of Lots 1 through 10;
Eagle Falls Area II:	Lots 1 through 13, 15 through 20, 23, 24, 26, 27, 28, 30 and any and all other land, including but not limited to that land designated as "Reserved and Not a Lot", lying between the north right of way line of the powerline and the reservoir;
Eagle Falls Area III:	Lots 1 through 11 and any and all other land lying between the north right of way line of the powerline and the north right of way of Eagle Falls Road, whichever is in closer proximity to the reservoir, and the reservoir;

Together with 30 foot wide easements, 15 foot wide on both side of the centerline, on all existing roads and driveways that provide access to the lots in Eagle Falls Areas I, II & III from Eagle Falls Road and **containing in total 45.16 acres, more or less**.

Tract 2 - Soft Maple Flow, north side

Being all that certain tract of land in the Towns of Croghan and Watson, Lewis County, New York, as shown on that certain map prepared by Dickerson, Czerwinski & Warneck, dated August, 1971 and recorded in the Lewis County Clerks Office as Map No. 408, and more particularly described as lots 1 through 5, 7 through 10, 19 through 139, and all land shown as "corridor" lying between lots 22 & 23, 26 & 27, 36 & 37, 41 & 42, 52 & 53, 62 & 63, 76 & 77, 80 & 81, 81 & 82, 83 & 84, 109 & 110, all that land shown as "boat launch" lying between lots 88 & 109, 4, 5 & 7, all that land between lots 89, 90, 91, 92, 94, 97, & 96, and all that land between lots 122, 123, 124, 129, 130, 132, 133, 134 & 135 and all that land between lots 1 and 111, and all that land within the road ways that lie adjacent to or between the lots , corridors or land areas referenced above, and **containing 74.00 acres more or less**.

PART II

PARCEL A (Liber 136 cp 510, "SECOND PARCEL")

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Croghan, County of Lewis and State of New York, and being part of the 6, 7, 8, East 12, 13, 14, North Ranges of the subdivisions of Great Lot No. 5 of Macomb's Purchase, and bounded and described as follows:

Beginning at the N.W. corner of 49-30/100 ac. conveyed to Joseph Miller 8 Dec. 1874 a post in the line of the 5 and 6 E. Ranges 13 chs. 92 lks. Nly along said line from the corner of the 5, 6 E. 12, 13 N. Ranges, and runs thence along said line S. 87 deg. E. 32 chs. 58 lks, to the N. E. corner thereof; thence along the east line thereof S. 3 deg. W. 14.62_ to a post and stones the corner of land formerly owned by H. Gowdy and on the line of the 12, 13 N. Ranges (Croghan and N. Bremen Town line); thence along said line S. 86 deg. E. 72.70_ to a hub in the center of the road 50 lks. S. 86" E. from a post and N. 86 deg. W. from a post marked "B"; thence along said road S. 13 deg. E. 13.50_ to a hub 50 lks. east from a post; thence along the north line of 36-70/100 ac. conveyed to John Bush S. 87 deg. E. 26 chs. to a post the N. E. corner thereof; thence N. 3 deg. E. 1.53_ to a post the N. W. corner of 22-50/100 ac. conveyed to George Bush; thence along the same S. 87_ E. 13.45 to a post the N. E. corner thereof; thence along the east line thereof S. 3 deg. E 7.50_ to a post the N. W. corner of land conveyed to M. J. Kempeny; thence

along the same S. 86 deg. E. 21.86_ to a post, the N. E. corner thereof; thence along the east line thereof S. 4 deg. W. 33.80_ to a post and stones in the north line of subdivision Lot No. 4086; thence along the same S. 86 deg. E. 11.30_ to a post and stones, the N. E. corner thereof; thence along the east line thereof S. 4 deg. W. 22.50_ to a post and stones on the line of the 11, 12 N. Ranges; thence along said line S. 85 deg. E. 43.50_ to a post marked "B.T." on the S. W. line of the 500 ac. conveyed to George Tenny and Samuel Little; thence along the same N. 50 deg. W. 6.28_ to a post, the west corner thereof; thence along the N. W. Line thereof N. 40 deg. E. 194 chs. 21 lks. to the north corner thereof, thence continuing said line N. 40 deg. E. to the center of Beaver River; thence down along said river as it winds and turns Wly, N. Wly and S. Wly to the line of the east and middle thirds of the 9 East 14 North Ranges; thence along said line southerly 42 chs. to a post and stones on the line of the 13, 14 N. Ranges; thence continuing along said line of east and middle thirds in the 13 North Range S. 5 deg. W. 22.50 to a post and stones; thence N. 86 deg. W. 27.10_ to a post in the east line of N. Snyder's land; thence along the same S. 4 deg. W. 7.14_ to the S. E. corner thereof; thence along the south line thereof N. 86 deg. W. 16.16 to the S. W. corner thereof, a post in the line of 8, 9 East Ranges; thence along the same north 2 deg. E. 7 chs. to a post a corner of land conveyed to N. Henry; thence along the same N. 86 deg. W. 6.50_ to a post the S. W. corner thereof; thence along the west line thereof N. 3 deg. E. 25.50_ to a post the N. W. corner thereof; thence S. 87 deg. E. 11.98_ to a post in the west line of 25-60/100 ac. conveyed to John Yousey; thence along the same N. 1 deg. E. 21.02 to a post on the bank of Beaver River the N. W. corner thereof; thence down along said river as it winds and turns N. Wly, Wly and S. Wly to a post and stones the N. W. corner of 135 ac. surveyed to W. Huckabone and N. E. corner of John Artz land; thence along the same S. 10 deg. W. 33.84_ to a hub in the center of the State Road 50 lks. S. 10 deg. W. from a stone set in the ground; thence along the center of said road S. 48 deg. E. 37.64_ to a hub 50 lks. N. 42 deg. E. from a post the east corner of 45-90/100 ac. conveyed to John Miller 2nd; thence along the S.E. line thereof S. 30 deg. W. 37.13_ to a post the south corner thereof; thence along the south line thereof N. 86 deg. W. 4.58_ to a post in the east line of Peter Ritz land; thence along the same S. 1 deg. W. 19.37_ to a post a corner thereof; thence along the same S. 36 deg. E. 21.30_ to a post the east corner thereof; thence along the S. E. line thereof S. 54 deg. W. 11.33_ to a post the south corner of said Ritz land in the N.Ely line of 24-42/100 ac. conveyed to John Noftsier 25 January, 1865; thence along the same S. 35 deg. E. 4.43_ to a post the east corner thereof; thence along the S. E. line thereof S. 55 deg. W. 10 chs. to a post the south corner thereof; thence along the S. W. line thereof N. 35 deg. W. (10 chs. 55 lks. a point 4 chs. 73 lks, N. Ely from the N. E. corner) (of the said 49-30/100 acres) 25.10_ to a post the west corner thereof in the S. E. line of 78-85/100 ac conveyed to said John Noftsier 10 December 1860; thence along the same S. 55 deg. W. 22.57_ to a post and stones the south corner thereof; thence along the S. W. line thereof N. 35 deg. W. 17.72 to a post and stones, the west corner thereof in the line of the 5, 6 East Ranges; thence along the same S. 1 deg. W. 14.77_ to the place of beginning.

Excepting therefrom and thereout the several pieces or parcels of land heretofore conveyed as follows:

56 Ac. in the 9, 10 E. 14 N. Rgs. to C. Noftsier, February 6, 1883, 55 1/2 Ac. in the 8, 9 E. 12 N. Rgs. to F. & V. L'Huillier (Hoch Lot), 25 1/2 Ac. in the 8 E. 14 N. Rgs. to N. Renaudin February 5, 1865. 152 Ac. in the 7, 8 E. 14, 15 N. Rgs. to John Effley, August 7, 1882; 50 1/2 Ac. in the 7, 8 E. 14 N. Rgs. to J. P. Ritz, January 30, 1867 45.70 Ac. in the 7 E. 14 N. Rgs. to N. & A. Valin, March 15, 1884. 77.40 Ac. in the 7 E. 14 N. Rgs. surveyed to T. O. Frost. 113.30 Ac. in the 7 E. 13 N. Rgs. contracted to John Kohler. 65 Ac. in the 8 E. 13 N. Rgs. to N. Renaudin August 1, 1881. 65.60 Ac. in the 7, 8 E. 13 N. Rgs. to H. Monnat, February 15, 1883.

Containing after above exceptions and deductions twenty-nine hundred and seventy-eight and 92/100 (2978.92) acres of land, more or less, as surveyed by J. P. Brownell, and being the same lands, with others, conveyed by Yale Rice and others to Theodore B. Basselin by deed dated March 22, 1893, and recorded in the Clerk's Office of Lewis County in Liber 94 of Deeds at page 45.

Excepting also therefrom and thereout the following pieces or parcels conveyed by said Theodore B. Basselin;

34 Ac. in the 6 E. 14, 15 N. Rgs. to Andrew B. Moser, July 26, 1892. 42 Ac. in the 6, 7 E. 14, 15 N. Rgs. to William Noonan, Oct. 11, 1893. 49.20 Ac. in the 6, 7 E. 13, 14 N. Rgs. to John Miller, June 18, 1894. 45.10 Ac. in the 7, 8 E. 13, 14 N. Rgs. to Catharine Violet, Jan. 1, 1895. 28.45 Ac. in the 7 E. 14 N. Rgs. to Joseph Yousey, January 7, 1895. 78.75 Ac. in the 6, 7 E. 13, 14 N. Rgs. contracted to F. F. Kohler, June 1, 1894. 47.50 Ac. in the 7 E. 14 N. Rgs. to Christian M. Kosher, Aug. 11, 1896. 40.42 Ac. in the 6, 7 E. 14 N. Rgs. to Jules Brouty, Aug. 12, 1893. 78.75 Ac. in the 6, 7 E. 13, 14 N. Regs. to F. F. Kohler, Sept. 6, 1898. 15.73 Ac. in the 8 E. 12 N. Rgs. to Michael J. Kempany, Oct. 14, 1898. 13 Ac. said to be a part of 8, 9 E. 19 N. Rgs. (but is probably in 8, 9 E. 12 N. Rgs. if in New Bremen) to Jos. Beecher, Jan. 1, 1895. 6 Ac. in the 7, 8 E. 14 N. Rgs. also lands flooded by 25 foot dam at Effley Falls, subject to certain conditions, to Carthage Electric Light & Power Company, dated July 6, 1901. 48.26 Ac. in the 6, 7 E. 13, 14 N. Rgs. and also 58.10 Ac. in the 6, 7 E. 13, 14 N. Rgs. to Fred Woolschlager July 16, 1901.

A right of way to Carthage Electric Light & Power Company for power transmission line across lands in Croghan among other parcels in 7 E. 14 N. Rgs., September 14, 1901. 47.50 Ac. in the 12, 13 N. 7 E. Rgs, to Thos. H. Strife, May 28, 1903. 29.14 Ac. in the 7, 8 E. 13 N. Rgs. and also 10.32 Ac. in the 7, 8 E. 14 N. Rgs. to Andrew E. Virkler, May 15, 1902. 30.27 Ac. in the 6 E. 13 N. Rgs. to Peter Ulrich, Sept. 28, 1905. 40 Ac. in the 8 E. 12 N. Rgs. to Gottlieb Kohler, March 8, 1900. 1.69 Ac. in the 8, 9 E. 12 N. Rgs. to Jos. Beecher, July 27, 1906. 8.89 Ac. in the 6, 7 E. 15 N. Rgs, also 10 Ac. in the 7, E. 14, 15 N. Rgs., also 15 Ac. in the 7 E. 15 N. Rgs., also Road

line from Elmer Falls to Effley Falls, also Right of Way for pole lines from transmission line of Carthage Electric Light & Power Company to Elmer Falls 15 Ac. lot to John B. Taylor Co., September 2, 1913.

And excepting also the following parcels conveyed by the executors of said Basselin: .09 Ac. in the 8 E. 14 N. Rgs., also 15.52 Ac. in the 8, 9 E. 13, 14 N. Rgs., also 3.02 Ac. in the 9, 10 E. 14 N. Rgs. to Northern New York Utilities, Inc. October 20, 1917. 24.31 Ac. in the Town of Croghan, to Anna Catherine Kampney, Nov. 27, 1917. 47.95 Ac. in the Town of New Bremen to Jos. Beecher, Dec. 27, 1917. 167 Ac. in the Town of Croghan to Wm. Tanzer, Amos & Albert Dicob, September 13, 1918. 82 Ac. in the Town of Croghan to H. S. Lewis Sept. 16, 1919.

PARCEL B (Liber 136 cp 510, "SEVENTH PARCEL")

ALL THAT TRACT OR PARCEL OF LAND, situate in the Towns of Croghan and New Bremen, County of Lewis and State of New York, being part of the 9, 10, 11 East 11, 12, 13, 14 North Ranges of the subdivisions of Great Lot No. 5 of Macomb's Purchase, and bounded and described as follows, viz.:

BEGINNING in the line between the Chassinis and Watson tracts 2 chs. 50 lks. s. 40 degs. W. of where said line strikes the S. W. shore of Beaver River; thence along said line S. 40 degs. W. 181 chs. 62 lks. to a spruce tree cornered; thence north 50 degs. W. 25 chs. 65 lks. to a hemlock tree cornered; thence N. 40 degs. E. 194 chs. 21 lks. to a point 2 chs. 50 lks. S. 40 degs. W. of the shore of Beaver River and 1 ch. 68 lks. S. 40 degs. W. of a pine stump cornered; thence easterly in a straight line to the place of beginning, containing Five Hundred (500) acres of land, more or less.

Being the same premises conveyed by Jacob Artz to Theodore B. Basselin by deed dated November 23, 1907, and recorded in the Clerk's Office of Lewis County December 11, 1907, in Liber 114 of Deeds, at page 163.

Excepting therefrom 18 ac. conveyed by the said Executors of said Basselin to H. S. Lewis by deed dated September 16, 1919.

PARCEL C (Liber 136 cp 510, " NINTH PARCEL")

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Croghan, Lewis County, State of New York, being part of the 1, 2 East 1, 2, 3, West 18, 19, 20, 21, North Ranges of Great Lot No. 5 of Macomb's Purchase, and being bounded and described as follows, viz:

BEGINNING at a hub in the center of the State Road 50 lks. N. 4 degs. E. from a post and stones being the E'ly N. E. corner of 816-90/100 ac. conveyed to O. Lathrop 24th January 1870, and running thence along the Ely. line thereof S. 4 degs. W. 23.35 to a post and stones marked M. being the N. W. corner of 43-30/100 acres conveyed to Amelia Miller; thence along the N. Line thereof to and along the southerly line of 29 acres formerly conveyed to H. Van Amber S. 70 degrees E. 26.72_ to a post and stones in the W. line of 48-37/100 acres conveyed to Nelson McCauley 22nd February 1864; thence along the same to and along the E. line of 49-92/100 acres conveyed to Adolphus Pate 23rd August, 1865, North 13 degrees E. 51.65_ to a post and stones the North East corner of said 49-92/100 acres, being also the N.W. corner of a lot surveyed for Peter Richie and is also the S. W. corner of 100 acres conveyed to Frank Bourgois; thence along the W. line of said 100 acres N. 7 degrees E. 43.29_ to a post the N.W. corner thereof; thence along the N. line thereof S. 75 degrees E. 31 chains to a post the N.E. corner thereof; thence along the E'ly line thereof S. 15 degrees W. 34.20_ to a post and stones the N.W. corner of 22-90/100 acres surveyed for Jos. Larget; thence along the N. line thereof to and along the N. line of 135 acres surveyed for Frank Pate S. 75 degrees E. 34.25_ to a post and stones marked P., the N. E. corner thereof; thence along the same S. 12 degrees W. 20.10_ to a post and stones the N.W. corner of 75 acres conveyed to Mary S. Pate, 6th November, 1883, a post and stones 1-90/100 chains N. 10 degrees E. from the N.W. corner of 78-58/100 acres conveyed to N. Matz 4th May, 1859; running thence along the north line of said 75 acres S. 86 degrees E. 46.10_ to a post and stones the N.W. corner of 199-36/100 acres conveyed to J. B. Mougey 28th, February 1868; thence along the N'ly line thereof N. 70 degrees E. 15.54_ to the N.E. corner thereof a cedar tree marked M; thence along the E'ly line thereof S. 25 degrees E. 12.67_ to a post and stones the N.W. corner of 91-30/100 acres conveyed to Andrew Zehr, 2nd January, 1875; thence along the north line thereof S. 87 degrees E. 30.37_ to a post and stones marked R. & Z. the N.E. corner of said 91-30/100 acres; thence along the line of the west and middle thirds of the 1 East 18 North Ranges N. 4 degrees E. 35.44_ to a cedar post marked R; thence S. 86 degrees E. 12.40_ to a post marked K. a corner of 140-44/100 acres surveyed for J. B. Kempenest; thence along the same N. 4 degrees E. 22.94_ to a cedar post in the line of the 18, 19 North Ranges; thence along the same S. 85 degrees E. 9.50_ to a post and stones marked K; thence N. 4 degrees E. 9.04_ to a post and stones the N'ly N.W. corner of said 140-44/100 acres; thence along the north line thereof S. 86 degrees E. 16.10_ to a hemlock post and stones marked K; thence along the east line thereof S. 4 degrees west 20.50_ to a post marked K; thence along the N'ly line thereof S. 65 degrees E. 20 chains to a cedar post marked K in the W'ly line of 25-

40/100 acres conveyed to C. Schvendy the N.E. corner of said 140-44/100 acres; thence along said 25-40/100 acres N. 42 degrees E. 4.50 to a cedar post marked S. the N.W. corner thereof; thence along the W'ly line of 49-80/100 acres conveyed to Margaret Putnam 7th February, 1865, N. 25 degrees E. 14.50 to a cedar post marked P. the N.W. corner thereof; thence along the north line thereof S. 65 degrees E. 3.70_ to a cedar post the S.W. corner of 21-20/100 acres conveyed to M. and C. E. Putnam 14th February 1871; thence along the same to and along the W'ly line of 46-20/100 acres conveyed to Peter Snyder 7th November, 1865, N. 25 degrees E. 13.30_ to a cedar post marked W. the S.E. corner of 48 acres conveyed to S. Wilcox 5th December 1883; thence along the same to and along the S. W'ly line of 11 acres conveyed to Ira Wilcox 19th, June 1873 N. 52 degrees W. 36.50 to a post and stones the W. corner of the said 11 acres (and is 20 chains 52 links N. 4 degrees E. and 5.65 S. 87 degrees E. from the N'ly N.E. corner of the said 140-44/100 acres); thence along the N W'ly line of the said 11 acres to and along the N. W'ly line of 23-90/100 acres conveyed to said Wilcox 17th January, 1870 N. 40 degrees E. 22.50 to a hemlock post the north corner of the said 23-90/100 acres; thence along the S. W'ly line of 121-25/100 acres conveyed to S. Wilcox 12th October, 1876, N. 50 degrees W. 4.62_ to a hemlock post marked W. the west corner of said 121-25/100 acres; thence along the same N. 38 degrees E. 12.23_ to a post marked E. the S.E. corner of 71 acres conveyed to Wm. Wilcox; thence along the S. line thereof to and along the S. line of 30-40/100 acres conveyed to A. H. and C. Virkler 9th December, 1869 N. 88 degrees W. 22.56_ to the S.W. corner of said 30-40/100 acres a hemlock post marked V.; thence along the W. line thereof N. 4 degrees E. 13.06_ to a cedar post marked V. a corner thereof; thence N. 40 degrees E. 6.50_ to a cedar post marked V. a corner thereof; thence E. 5 chains to a cedar post marked V. a corner thereof; thence N. 40 degrees E. 7.50_ to a hemlock post marked V. the N.W. corner thereof; thence along the north line thereof east 5 chains to a cedar post marked V. the N.E. corner thereof; thence along the W. line of the said 71 acres N. 3 1/2 degrees E. 28.35_ to a stake in the center of the Texas Road 50 links N. 3 1/2 degrees E. from a post and stones; thence along the center of said road being along the N'ly line of the said 71 acres crossing the Indian River S. E'ly 14.90_ to a hub 50 links S. 15 degrees W. from a post marked W. being the S.W. corner of 22-70/100 acres conveyed to William Wilcox; thence along the same N. 15 degrees E. 10.30_ to a maple tree marked A; thence down along the center of the Indian River as it winds and turns N. E'ly 22.72_ to a post and stones in the line of the 20 and 21 North Ranges (9.35 W'ly along said line from the west line of 25 acres conveyed to M. Zehr); thence continuing along said River northerly as it winds and turns about 21.30_ to a post and stones in the south line of 112 acres conveyed to M. and J. B. Zehr 25th February, 1873; thence along the same N. 86 degrees W. 11.83_ to a post marked Z a corner thereof; thence along the same N. 4 degrees E. 7 chains to a post a corner thereof; thence N. 86 degrees W. 15 chains to a post marked Z. the W'ly S.W. corner thereof; thence along the W. line thereof N. 4 degrees E. 6.50 to a post on the N'ly bank of the Indian River; thence down along said river as it winds and turns N. W'ly about 54 chains to a post and stones on the west side of the river and in the line of the 21 and 22 North Ranges; thence along the same N. 85

degrees W. 42.50_ to a post and stones in the East line of 23-10/100 acres conveyed to M. Williams 20th October, 1875; thence along the same S. 4 degrees W. 25 chains to a post and stones the S.E. corner thereof; thence along the S. line thereof N. 86 degrees W. 7.80_ to a post and stones the S.W. corner of the said 23-10/100 acres on the Cardinal line; thence along the same being along the east line of land conveyed to M. R. LeFever and along the East line of land conveyed to Reed and Dickerman along the original marked trees of said line S'ly 175.90_ to a post and stones the corner of the 1 East, 1 West, 18, 19 North Ranges; thence along the line of 18, 19 North Ranges N. 85 degrees W. 46.30_ to a black ash post a corner of 427-50/100 acres conveyed to J. H. Reed and R. Dickerman 30th June, 1881; thence along the same N. 5 degrees E. 42.40_ to a hemlock post and stones marked R; thence N. 87 degrees W. 85.66_ to a post and stones marked R; thence S. 4 degrees W. 40 chains to a post and stones the corner of the 2 and 3 West, 18 and 19 North Ranges; thence to and along the E'ly line of 22 acres conveyed to N. Edmonds 19th February, 1885, and to the E'ly line of land conveyed to J. G. Taffel 1st. December, 1886, S. 4 degs. W. 20.60_ to a post and stones the S.E. corner of said Taffel's land; thence along the S. line thereof N. 86 degs. W. 6.68 to a post and stones the N.E. corner of 20 acres surveyed for J. Prevo; thence along the E. line thereof to and along the W. line of the aforesaid 49-92/100 acres S. 15 degs. W. 41.40_ to a point in the center of said State Road, and thence along the same N. 70 degrees W. 15.77_ to the place of beginning, containing Two Thousand Five Hundred and Eight (2508) acres, be the same more or less, and being the same premises conveyed with others by Yale Rice and others to Theodore B. Basselin by deed dated March 22, 1893, and recorded in Lewis County Clerk's Office January 16, 1897, in Book 94 of Deeds, at page 45. Subject to conditions and stipulations contained in Letters Patent whereby said lands were originally granted and subject to all highways thereon and excepting out of and from the above described premises all those several pieces or parcels of land heretofore conveyed as follows:

49.62 Acres to Frank Hunckler, October 18, 1896.
6.50 Acres to Minnie De Lawyer, March 2, 1896.
15.98 Acres to Adam Grau, September 17, 1898.
6.50 Acres to Julius F. Meyer, April 28, 1897.
66.15 Acres to Jerom Bourgeois, April 4, 1898.
96.20 Acres to Mary A. Hoch, April 13, 1898.
44.62 Acres to Minnie De Lawyer, April 13, 1898.
Certain rights, if any, to Village of Carthage for crossing with water main pipe.
2.73 Acres to C. E. Putnam, October 23, 1919.

All of which, except the last, have been recorded in Lewis County Clerk's Office, and to which and the record thereof, reference is had for particular descriptions of the premises so excepted.

PARCELS A, B and C BEING the same premises described as SECOND, SEVENTH and NINTH PARCELS, respectively in a deed from Fred C. Pierce, Fred W. Coburn and Henry Purcell, executors and trustees under the Last Will and Testament of Theodore B. Basselin, deceased, to St. Regis Paper Company, dated September 30, 1920 and recorded October 5, 1920 in the Lewis County Clerk's Office in Liber 136 of deeds, page 510.

Excepting that certain tract of land described in that certain Quitclaim Deed, dated November 18, 1998 from Champion International Corporation to Robert J. Campany, Sr., recorded in Liber __, page __, Lewis County, New York records.

PARCEL D (Liber 115 cp 92)

All that Tract or Parcel of Land, situate in the Town of Croghan, Lewis County, New York and is part of the 10th West and 17th North Ranges of the subdivision of Great Tract #5 of Macomb's purchase and is also a part of 94-40/100 acres heretofore conveyed to Harvey D. Farrar. The part hereby conveyed is bounded and described as follows: Viz: Beginning at a point on the Easterly bank of Black River 4 feet below where the cold spring enters the river; thence along the Southerly line of land heretofore conveyed to one Rice S. 87 1/2° E. (original course here given) 3 chains 46 links to the North West corner of 11 65/100 acres conveyed to Horace Rogers by H. D. Farrar and wife on or about July 1863; thence S. 27° E. along the Westerly line of same about 5 chains 90 links to a cedar post marked R.; thence S. 84° E. about 17 chains along the Southerly line of same to a post in the Westerly line of 6-6/100 acres conveyed to Collins Miller by said Farrar: thence along the Westerly line of same South 2° W. 5 chs, .05 links to a post and angle corner of said 6-6/100 acres; thence S. 51° W. along the Northwesterly line of same 3 chs 12 links to a cedar post the most Westerly corner of said 6-6/100 acres; thence N. 83° W. along the Northerly line of 25-25/100 acres 12 chains 72 links to a point the N. W. corner of said 25-25/100 acres; thence S. 6° West 5 chains 79 links to a post the N. E. corner of 28-10/100 acres conveyed to Phillip Linstruth by said Farrar on or about September 1884; thence along the Northerly line of same N. 43° W. 19 chains 73 links to a black oak tree standing on the bank of said river and thence down along the said bank Northeasterly to the place of beginning, subject to the reservations as to mines and minerals and the right of searching, digging and carrying away the same as contained in a deed of said premises made by Nathaniel W. Maxwell and wife to the said grantor, John Whaling, on September 14, 1907, and recorded in Lewis County Clerk's Office in Book 114 of Deeds, at page 28.

ALSO, All that other tract or parcel of land, situate in the said Town, County and State and is a part 28-10/100 acres conveyed to Phillip Linstruth by Harvey D. Farrar on or about Sept. 1884, the part here conveyed being bounded and described as follows: Beginning at a cedar post

the N. E. corner of said 28-10/100 acres and thence North 61 1/2° W. 22 chains to a stone on the bank of Black River; thence down along said bank N. 47° E. 2 chains 27 links North 60 1/2° E. 4 chains 76 links to a black oak tree the N. W. corner of said 28-10/100 acres; thence along the Northerly line of same S. 43° E. 19 chains 73 links to the place of beginning, containing 6 and 94/100 acres, be the same more or less excepting therefrom all mines and minerals the same as in the original deed.

ALSO all that other Tract or Parcel of land situate in the said Town, County and State, and is part of the 9, 10 W. 17 N. ranges of the subdivision of Great Lot No. 5 of Macomb's Purchase and is a strip of land one and one-half rods in width off the Northerly side of 62-69/100 acres conveyed to Charles and Amalia Schlieder by Vina Bachman, by deed dated March 3, 1890. The party and parcel hereby conveyed being more particularly bounded and described as follows: Viz Beginning at the N. E. corner of said 62-69/100 acres, a point in the center of the river road 50 links East from a cedar post marked E. & W.; thence along the North line of said 62-69/100 acres West thirty-seven chains twenty-two links to a hemlock post marked E. W. in a line of the East and Middly thirds of said Range; thence along said line S. 3° 30' W. one and one-half rods; thence parallel to the above described North line East to the center of the said river road and thence along the same N. 17° E. 39-2/100 links to the place of beginning, containing one acre and 39/100 of an acre of land. Excepting and reserving all mines and minerals as were excepted in the conveyance to Chas. and Amalia Schlieder. The second party agrees to build and erect a four strand wire fence along the Southerly line of the land hereby conveyed, if not already erected, the entire distance with posts one rod apart of cedar or stakes in a good and substantial manner, said land to be used for a passage for teams and travel, but not as a cow lane for cattle. After being built, the second party and Nathaniel W. Maxwell, or grantees or assignees, are to maintain each one-half of said fence, as provided by the terms of said deed from said Maxwell to said Whaling hereinbefore mentioned.

And the premises by this deed conveyed are the same and all thereof that were conveyed by said Maxwell to the said Whaling by deed dated and recorded as hereinbefore stated, the said first piece above described being in said deed set out in different descriptions, one being a new survey thereof which has been herein adopted.

PARCEL D BEING the same premises conveyed to St. Regis Paper Company by deed from John Whaling and Lucy M. Whaling dated August 18, 1908 and recorded October 21, 1908 in the Lewis County Clerk's Office in Liber 115 of deeds, page 92.

EXCEPTING AND EXCLUDING from the premises described in Part I and Part II above, that portion or portions described in the following instruments:

a) Deed from St. Regis Paper Company to Northern New York Utilities Inc. dated 6/20/23 and recorded 6/26/23 in Liber 143 cp 587 in the Lewis County Clerk's Office;

b) Deed from St. Regis Paper Company to Northern New York Utilities Inc. dated 4/14/26 and recorded 4/24/26 in Liber 151 cp 139;

c) Deed from St. Regis Paper Company to Northern New York Utilities Inc. dated 7/30/29 and recorded 8/14/29 in Liber 159 cp 563;

d) Deed from St. Regis Paper Company to Alvin B. Farney dated 9/12/45 and recorded 10/1/45 in Liber 200 cp 359 in the Lewis County Clerk's Office;

e) Deed from St. Regis Paper Company to Carthage Rod & Gun Club Inc. dated 4/22/48 and recorded 9/4/48 in Liber 211 cp 570;

f) Deed from St. Regis Paper Company to Paul G. Germann and Doris L. Germann dated 3/10/55 and recorded 5/13/55 in Liber 233 cp 8, corrected by deed dated 6/17/55 and recorded 7/28/55 in Liber 233 cp 422 in the Lewis County Clerk's Office;

g) Deed from Champion International Corporation to Woodgate Properties dated 12/28/92 and recorded 12/31/92 in Liber 555 cp 61 in the Lewis County Clerk's Office;

h) Deed from Champion International Corporation to Thomas E. Duflo, Maria D. Vanier and Jeffrey T. Duflo dated 11/10/93 and recorded 11/12/93 in Liber 566 cp 88 in the Lewis County Clerk's Office.

LESS AND EXCEPT:

ALL THOSE TWO TRACTS OR PARCELS OF LAND, situate in the Towns of Croghan and Watson, County of Lewis, and State of New York generally described as follows:

PARCEL I

ALL THAT TRACT OR PARCEL OF LAND, situate in Macomb's Purchase, Great Tract No. 5, Ranges 11, 12 and 13 East, and 17, 18, 19 and 20 North, in the Chassanis Tract, Town of Croghan, County and State aforesaid, and being more particularly described as follows:

BEGINNING at a point at the centerline of the town road known as Long Pond Road at its intersection with the so-called "Blue Line" marking the west boundary of the Adirondack

Park, as described in Subdivision 1, §9-0101 of the Environmental Conservation Law, which line is also the division line between Ranges 10 and 11 East in the Chassanis Tract;

Thence southerly along said Blue Line and 10, 11 East Range line, 4,500± feet to a point at the centerline of the town road known as Prentice Road;

Thence easterly along the centerline of Prentice Road, 3,165 ±feet to a point on the western property line of lands now or formerly of Maynard Monnat (Liber 214 of Deeds, page 88);

Thence along the boundary line of said Monnat lands the following five (5) courses and distances:

1. Northerly, 1,122± feet to a point;
2. Easterly, 1,254 feet to a point;
3. Easterly, 1,003.2 feet to a point;
4. Northerly, 169.62 feet to a point;
5. Easterly, 363± feet to a point at the centerline of Prentice Road;

Thence easterly along the centerline of Prentice Road, 4,620± feet to a point at the west boundary line of lands of Future Farmers of America (Liber 231 of Deeds, page 96), said point being on the division line between Ranges 12 and 13 East in the Chassanis Tract;

Thence northerly along said Future Farmers of America lands, 6,410± feet to a point at the centerline of the Oswegatchie River (west branch);

Thence southwesterly along the centerline of said river, 1,023± feet to a point in the west line of lands now or formerly of Buckingham et al. (Liber 477 of Deeds, page 48);

Thence along the westerly boundary line of said Buckingham lands the following seven (7) courses and distances:

1. Northerly, 1,419 feet to a point:
2. Easterly, 1,122 feet to a point;
3. Northerly, 462 feet to a point;
4. Easterly, 138.6 feet;
5. Northerly 1,023 feet;
6. Easterly, 330 feet;

7. Northerly, 2,857 feet to the division line between Ranges 20 and 21 North and lands now or formerly of Lassiter Properties (Liber 504 of Deeds, page 267);

Thence westerly along said Lassiter Properties lands and the 20,21 North Range line, 5,082 feet to the 11, 12 East Range line and lands now or formerly of Zehr (Liber 579 of Deeds, page 61);

Thence southerly along said Zehr lands and along the 11, 12 East Range line, 7,392 feet to a point at the northwest corner of lands now or formerly of Dillon (Liber 617 of Deeds at page 23);

Thence the following six (6) courses and distances along the north line of said Dillon lands:

1. Easterly, 26.4 feet to a point,
2. Northerly, 132 feet to a point;
3. Easterly, 349.8 feet to a point;
4. Southeasterly, 330 feet to a point;
5 Easterly, 406.56 feet to a point;
6. Southeasterly 703.56 feet to a point at the northerly bank of the Oswegatchie River, (west branch);

Thence southwesterly, downstream along the northerly bank of said river, 1,082.4 feet to a point at the 18, 19 North Range line of the Chasssanis Tract,

Thence westerly along the 18, 19 North Range line and along lands of various owners, 4,215± feet to lands formerly of S. H. Snell (Liber 58 of Deeds, page 61);

Thence southerly along the east line of said Snell lands, 825 feet to a point;

Thence southwesterly along the south line of said Snell lands, 825 feet to a point;

Thence westerly along the south line of said Snell lands, 186.12 feet to a point;

Thence northerly along said Snell lands, 455± feet to a point in the centerline of the aforesaid Long Pond Road;

Thence westerly along the centerline of Long Pond Road, 225± feet to the POINT OF BEGINNING.

Containing 1,650 acres more or less.

BEING part of the First and Sixth Parcels and all of the Third Parcel in a conveyance by Fred C. Pierce, Fred W. Coburn and Henry Purcell, Executors and Trustees under the Last Will and Testament of Theodore B. Basselin, to St. Regis Paper Company dated September 30, 1920 and recorded October 5, 1920 in the Lewis County Clerk's Office in Liber 136 of deeds at page 510.

PARCEL II

ALL THAT TRACT OR PARCEL OF LAND, situate in Macomb's Purchase, Great Tract No. 5, Lots 3, 20 and 21 of Watson's East Triangle, and John Brown's Tract, Township 4, Town of Watson, County and State aforesaid, and being more particularly described as follows:

BEGINNING at the northwest corner of lands of The People of the State of New York, said point also being the northwest corner of Lot 4 of Watson's East Triangle;

Thence easterly along the north line of said Lot 4, 2,769.36 feet to a point on the Lewis/Herkimer County line;

Thence northerly along said county line, 600± feet to the centerline (or the extension thereof) of a road ;

Thence westerly along the centerline of said road, 4,100± feet to a road intersection;

Thence southerly along the centerline of a road, 4,580± feet to a road intersection;

Thence easterly along the centerline of a road, 3,800± feet to a point;

Thence easterly, 325± feet to a point on the Lewis/Herkimer County Line;

Thence northerly along said County Line, 1,010± feet to a point on the south line of Lot 4, Watson's East Triangle;

Thence westerly along the south line of Lot 4, 2,831.4 feet to a point marking the southwest corner of said Lot 4;

Thence northerly along the west line of Lot 4, 3,800.94 feet to the POINT OF BEGINNING.

Containing 155 acres, more or less.

BEING portions of lands conveyed to St. Regis Paper Company by three deeds: 1) by Clarence L. Fisher, et al, dated November 21, 1922 and recorded in Liber 142 of Deeds, page 499; 2) by Durwood F. Dayhard dated June 29, 1965 and recorded in Liber 286 of Deeds, page 58; and 3) by Fred C. Pierce, et al, dated September 30, 1920 and recorded in Liber 136 of Deeds, page 510. The St. Regis Paper Company, subsequently known as St. Regis Paper Corporation, merged into Champion International Corporation, certificate filed in the New York Department of State on January 31, 1985.

ALL as shown on "Map showing Champion International Corporation Lands known as 'Croghan Tract' Projects: Herkimer 130 and Lewis 207", last revised June 25, 1999, by Michael J. Contino, Assistant Land Surveyor III, filed in the Department of Environmental Conservation in Albany, New York, as Map No. 11,535 and filed in Lewis County on June 28, 1999 in Map File # 2787.

IN WITNESS WHEREOF, the Grantor has duly executed this deed the day and year first above written.

THE CONSERVATION FUND

By: Richard L Erdmann
Name: _____
Its: Sr. V.P.

STATE OF New York)
) SS.:
COUNTY OF Albany)

On the 30th day of June in the year 1999, before me, the undersigned, a Notary Public in and for said state, personally appeared Richard L. Erdmann, 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 which the individual acted, executed the instrument.

K. B. Langlie
Notary Public
My Commission Expires 6/26/2001

KONRAD B. LANGLIE
Notary Public, State of New York
No. 02LA5045621
Qualified in Rensselaer County
Commission Expires June 26, 2001

RECORD AND RETURN TO:

Sutherland, Asbill & Brennan LLP
999 Peachtree Street, NE
Atlanta, Georgia 30309-3996
Attention: Victor P. Haley

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

INSTRUMENT ID: 1999-00013121

Type of Instrument: DEED - 4.00/1000

Remarks: CONSERVATION FUND

CONSERVATION FUND THE
TO
HEARTWOOD FORESTLAND FUND III LP

Received From: POKLEMBA LAW FIRM

Recording Charge: 139.00 Recording Pages: 33

** EXAMINED AND CHARGED AS FOLLOWS : **

** TRANSFER TAX **	** MTG/DEED AMOUNT **
26,056.00	6,514,000.00

RS#: 4058 Mortgage#:

Original ID#:

Town: Hopkinton/Clare/Clifton/Brasher

Received Tax on Above Mortgage	
Basic:	.00
Special Addl:	.00
Additional:	.00
Mortgage Tax Total:	.00

Total Recording Fees: 26,195.00

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

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

INSTRUMENT ID#: 1999-00013121
ON (Recorded Date): 07/01/99
AT (Time): 09:32
Terminal ID: 9

Record and Return

SUTHERLAND ASBILL AND BRENNAN

SEAL OF THE COUNTY OF ST. LAWRENCE

Orin B. Thomas

Orin B. Thomas, County Clerk

RECEIVED AT
ST. LAW. CO.
CLERK'S OFFICE
JUL 1 8 32 AM '99

St. Lawrence County

BARGAIN AND SALE DEED WITH COVENANT

THIS DEED, made the 30th day of June, 1999 between **THE CONSERVATION FUND**, a not-for-profit corporation organized under the laws of the State of Maryland, having a business address at 1800 North Kent Street, Arlington, Virginia 22209, Grantor, and **HEARTWOOD FORESTLAND FUND III, L.P.**, a North Carolina limited partnership, having a business address at 1512 East Franklin Street, Suite 104, Chapel Hill, North Carolina 27514, Grantee.

WITNESSETH, that Grantor, in consideration of Ten Dollars ($10.00) and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, its successors and assigns forever, ALL those certain plots, pieces or parcels of land, with the improvements thereon, situate, lying and being in the County of St. Lawrence, State of New York, described in Exhibit "A" attached hereto and made a part hereof (the "Premises").

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said premises;

TOGETHER with all the right, title and interest, if any, of the Grantor in and to all streets, lanes, roads, and rights of way traversing or adjoining the premises herein above described, and the ponds, marshes, rivers, waters and lands under water located in or upon the above described premises, and all littoral, riparian and shore rights in any wise pertaining or belonging thereto.

TOGETHER with all right, title and interest, if any, of the Grantor in and to any strips and gores between the above described parcels and adjoining owners on the north, south, east and west, other than Grantor.

RESERVING unto Grantor, its successors and assigns, for the benefit of the New York State Lands (as hereinafter defined), (i) a permanent easement extending 50 feet on either side of the centerline of those roads depicted as "Permanent Easement" on that certain map filed in the St. Lawrence County Clerk's Office on June 28, 1999, as Instrument No. 1999-12815, in envelope 385(B), entitled "Map Showing Champion International Lands known as Tooley Pond Tract designted as Project: St. Lawrence 239", last revised June 25, 1999, by Robin A. Disbro, Assistant Land Surveyor II, and filed with the Department of Environmental Conservation in Albany, New York, as Map No. 11,536 (hereinafter, the

"Project Map") and (ii) a permanent easement extending 50 feet from the centerline toward the Premises for roads serving as boundaries between the Premises and adjoining lands conveyed by Grantor to The People of the State of New York, acting by and through the Commissioner of Environmental Conservation of the State of New York by that certain Deed dated of even date herewith (the "New York State Lands").

CONVEYING to the Grantee, for the benefit of the Premises, a permanent easement 50 feet in width from the centerline of roads that serve as any of the boundaries between the Premises and the New York State Lands extending from the centerline into the New York State Lands.

The aforementioned easement rights shall be governed by the following terms:

The permanent easements shall be for ingress and egress and to advance the forestry, recreational and administrative purposes set forth in (i) that certain Conservation Easement from Grantor to The People of the State of New York, dated of even date herewith and intended to be recorded in the St. Lawrence County Clerk's Office simultaneously herewith, and (ii) APA Permit 98-313. The easements shall be over a strip of land 50 feet from the centerline of the existing road and the portion within 25 feet of the centerline shall include but not be limited to the listed rights herein and the use of the area from 25-50 feet from the centerline shall be limited to the following listed rights: the right of maintenance, drainage, slopes, ditching, cutting and other work required to safely maintain the roadway.

Each party at its sole expense may maintain, repair, correct, replace, upgrade or otherwise improve those roads, trails or bridges over which it has the right of use subject to this provision. The owner of the New York State Lands, for the benefit of the Premises, shall have the duty and responsibility to repair and correct at its expense, subject to availability of funds, damages to those portions of the roads and trails to which it and the public have the right of use caused either by the public's recreational use of the property or directly by the owner of the New York State Lands, its invitees, guests, officers, employees, agents, and contractors. If funding is not available for such work, the owner of the New York State Lands shall provide reasonable alternative access to Grantee in furtherance of its forestry activities. The owner of the Premises, for the benefit of the New York State Lands, shall have the duty and responsibility to repair and correct at its expense damages caused to these roads and trails by the owner of the Premises, its invitees, licensees, guests, lessees, officers, employees, agents and contractors.

The property described above does not constitute all or substantially all of the assets of the Grantor.

TO HAVE AND TO HOLD the premises herein granted unto the Grantee, its successors and assigns forever.

This conveyance is made subject to the following exceptions to the extent they remain enforceable:

1) all reservations, covenants, restrictions and other matters of record;

2) powerline and waterline easements;

3) matters not of record that would be disclosed by a survey or physical inspection of the premises;

4) existing mineral reservations, conveyances and oil and gas leases;

5) existing zoning regulations;

6) The above described conveyance is subject to the terms of a Tri-Partite Agreement between Grantor, Grantee and The People of the State of New York dated of even date herewith and intended to be filed in the St. Lawrence County Clerk's Office simultaneously herewith; and

7) that certain Conservation Easement from Grantor to The People of the State of New York dated of even date herewith and intended to be recorded in the St. Lawrence County Clerk's Office simultaneously herewith.

AND the Grantor covenants that the Grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid, and

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

IN WITNESS WHEREOF, the Grantor has duly executed this deed the day and year first above written.

THE CONSERVATION FUND

By: Richard L. Erdmann
Name: _____
Its: SR V.P

STATE OF New York)
) SS.:
COUNTY OF Albany)

On the 30th day of June in the year 1999, before me, the undersigned, a Notary Public in and for said state, personally appeared Richard L. Erdmann, 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 which the individual acted, executed the instrument.

K B Langlie
Notary Public
My Commission Expires 6/26/2001

KONRAD B. LANGLIE
Notary Public, State of New York
No. 02LA5045621
Qualified in Rensselaer County
Commission Expires June 26, 2001

RECORD AND RETURN TO:

Sutherland, Asbill & Brennan LLP
999 Peachtree Street, NE
Atlanta, Georgia 30309-3996
Attention: Victor P. Haley

EXHIBIT A - ST. LAWRENCE COUNTY

PARCEL ONE (Liber 257 Cp 364, Parcel No. 1)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of HOPKINTON, County of St. Lawrence, and State of New York, being part of subsections 1 & 3 of Section 14, of the Palmer Tract, in Township 15, of Macomb's Purchase, Great Tract 2, and bounded as follows: - BEGINNING at the N.W. corner of subsection 3 of said section No. 14; thence N. 2 degrees W. 9 chs. 22 lks.; to the S.W. corner of 71 acres deeded to George S. Wright May 16, 1871; thence S. 86 E. 31 chs. 50 lks; along the south line of the said Wright lot to corner of 34.09 acres deeded to John Harran Nov. 11, 1895, and S. 2 degrees E. 22 chs. 75 lks. to S.W. corner of said Harran lot and N. line of land owned by F. Heath; thence N. 86 deg. W. 32 chains to W. line of said section 14; thence N. 1 degree W. 13 chs. 25 lks. to the place of beginning. CONTAINING 71 acres, more or less.

PARCEL TWO (Liber 257 Cp 364, Parcel No. 2)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of HOPKINTON, County of St. Lawrence, and State of New York, aforesaid, and being a part of subsection 1, of section No. 14, of the Palmer Tract (so called) and bounded and described as follows, to wit: - BEGINNING in the W. line of said section 14, and subsection 1, distant S. 2 degrees W. 14 chs. from the N.W. corner of said Section 14, and running thence S. 86 degrees E. 47 chs. 40 lks. to the E. line of subsection 1; thence S. 1 degree E. on said E. line 15 chains; thence N. 86 degrees W. 47 chains 25 links to the W. line of said section 14, and thence N. 2 degrees W. on said section line 15 chains to the place of beginning. CONTAINING 71 acres, more or less.

PARCEL THREE (Liber 257 Cp 364, Parcel No. 3)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in said Town of HOPKINTON, County of St. Lawrence and State of New York, being in that part of Township No. 15 in "Trect" Tract No. 2 of Macomb's Purchase, called the Palmer Tract, and being in subsection 1 of section 19 thereof, BEGINNING in the W. line of section 19, at a point 15 chs. and 75 lks. N. 1 degree W. from the S.W. corner of subsection 1, running thence along said section line N. 1 degree W. 11 chs. 40 lks; thence S. 86 degrees E. 44 chs. 74 lks. to the E. line of said subsection 1; thence on said subsection line S. 2 degrees W. 11 chs. 40 lks.; thence N. 86 degrees W. 44 chs. 20 lks. to the place of beginning. CONTAINING 50.69 acres.

PARCEL FOUR (Liber 257 Cp 364, Parcel No. 4)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of HOPKINTON, County of St. Lawrence and State of New York, aforesaid, being in that part of Township No. 15 in Great Tract No. 2 of Macomb's Purchase, called the Palmer Tract, and in subsection 2 of section 18, thereof, COMMENCING in the E. line of said section, at the S.E. corner of said subsection; thence N. 86 degrees W. along the S. line of said subsection 32 chs. 9 lks. to the S.W. corner thereof; thence N. 2 degrees W. along said subsection line twenty six chains and 24 links; thence S. 86 degrees E. 33 chains to the E. line of said subsection 2, said point being distant 10 chs. 50 lks. from the N.E. corner of said section 18; thence S. 1 deg. E. 26 chs. 72 lks. along the E. Line of said section to the point of beginning. CONTAINING 86.16 acres, more or less.

PARCEL FIVE (Liber 257 Cp 364, Parcel No. 5)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of HOPKINTON, County of St. Lawrence and State of New York, aforesaid, in subsection 1, of section 5, of the Palmer Tract, so called, and also being in Township 15, of Great Tract 2, of Macomb's Purchase, and bounded and described as follows, viz: - BEGINNING at the S.W. corner of subsection 1, of section 5 and running thence N. 3 degrees E. 12 chs. 30 lks. on the W. line of said section 5; thence S.86 degrees E. 45 chs. to the center of a road and W line of land deeded Cheeney and Smith in 1878; thence S. 3 degrees W. 12 chs. 50 lks. along the center of said road to the S. line of said subsection 1, and the N.E. corner of 91.21 acres deeded to Lyman Day in 1864; thence N. 86 degrees W. 45 chs. 34 lks. along said S. line to the place of beginning. CONTAINING 55.18 acres of land.

PARCEL SIX (Liber 257 Cp 364, Parcel No. 6)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in said Town of HOPKINTON, County of St. Lawrence and State of New York, in Township 15, Great Tract No. 2, of Macomb's Purchase, being part of Section 19, and of subsection 1 & 3, of the Palmer Tract, and bounded as follows: - BEGINNING in the W. line of section 19 at the S.W. corner of 50.69 acres deeded Ashel Jenne, Jan. 17, 1878; thence S. 86 degrees E. 6 chs. 25 lks.; along said Jenne line to N.W. corner of 25 acres deeded George Wells, Dec. 23, 1885; thence S. 2 degrees W. 32 chs. 80 lks. to the S.W. corner of said Wells lot; thence S. 55 degrees W. 5 chains 67 lks. along center of a road and N. line of land contracted to George Sheldon; thence S. 88 degrees W. 2 chs. 17 lks. along center of road to W. line of section 19; thence N. 2 degrees E. 21 chs. 67 lks. to N.W. corner of subsection 3; thence N. 1 degree W. 15 chs. 75 lks. to the place of beginning. CONTAINING 22 acres more or less.

PARCEL SEVEN (Liber 257 Cp 364, Parcel No. 7)

ALSO ALL THAT TRACT OR PARCEL OF LAND, in said Town of HOPKINTON, County of St. Lawrence and State of New York, being in Township 15, Great Tract No. 2 of Macomb's Purchase, and known as part of subsection 4, of section 10, of the Palmer Tract, so called; and bounded and described as follows: - viz: - BEGINNING at the N.W. corner of said subsection 4, and running thence S. 84 degrees E. along said subsection line, 24 chains to 400.24 acres in sections 5 & 10 of the said Palmer Tract deeded to O. P. Dexter Aug. 18, 1902, by Frederick M. Heath; thence S. 3 degrees 45 minutes W. 10 chs. 41 lks.; thence N. 84 degrees W. 24 chs. all along the said last mentioned deeded land; to the W. line of said subsection 4; thence N. 3 degrees 45 minutes E. along the W. line 10 chs. 41 links to the place of beginning. CONTAINING 25 acres of land.

PARCEL EIGHT (Liber 257 Cp 364, Parcel No. 8)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in said Town of HOPKINTON, County of St. Lawrence and State of New York, known as part of subsection No. 1 of section No. 9 of the Palmer Tract, and described as follows: - BEGINNING in the W. line of said section No. 9, at a point 9 chs. 22 lks. from the N.W. corner thereof, and also at the S.W. corner of 40 acres deeded H. C. Whiters Jan. 1878, and running thence S. 84 degrees E. 43 chs. 79 lks. along the S. line thereof to the E. line of said subsection No. 1; thence S. 10 chs. 60 lks. to the N.E. corner of a lot surveyed for John Goodnow; thence N. 86 degrees W. 44 chs. 22 lks. to the W. line of section No. 9; thence N. 40 degrees 30' E. on said section line to the place of beginning. 13 chs. CONTAINING 51.92 acres of land, more or less.

PARCEL NINE (Liber 257 Cp 364, Parcel No. 9)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in said Town of HOPKINTON, County of St. Lawrence and State of New York, being in Township No. 15, of Great Tract No. 2 of Macomb's Purchase, and known as part of subsection 2 and section 25 of the Palmer Tract, so called; and bounded and described as follows: - viz: - BEGINNING at the N.E. corner of said section 25 which is also the S.E. corner of Section 20; thence S. along the East line of said section 25, which is also the E. line of St. Lawrence County, 19 chs. 50 lks. to the N.E. corner of 30 acres bargained to George Raymo; thence N. 88 degrees W. 25 chs. 50 lks. to the N.W. corner of said 30 acres; thence N. 19 chs. 35 lks. to the N. line of said section 25, which is also the S. line of section 20; thence S. 88 degrees 30' E. 25 chs. 42 lks.; to the place of beginning. CONTAINING 49.55 acres of land, more or less.

PARCEL TEN (Liber 257 Cp 364, Parcel No. 10)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in said Town of HOPKINTON, County of St. Lawrence and State of New York, being in that part of Township No. 15 in Great Tract No. 2 of Macomb's Purchase, called the Palmer Tract, and in subsection 3 of section 14 thereof; BEGINNING at the S.W. corner of section 14 and running thence N. 1 degree W. 10 chs. along the W. line of said section 14; thence S. 84 degrees E. 40 chs. 40 lks. to

the E. line of said subsection 3 of section 14, S. 1 degree W. 8 chs. 95 lks. along said subsection line to the S.E. corner thereof in the S. line of section 14; thence N. 86 degrees W. 45 chs. 95 lks. along the S. line of said section 14 to the place of beginning. CONTAINING 42.81 acres, more or less.

PARCEL ELEVEN (Liber 257 Cp 364, Parcel No. 11)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in said Town of HOPKINTON, County of St. Lawrence and State of New York, being in that part of Township 15, Great Tract No. 2 of Macomb's Purchase, called the Palmer Tract, and in subsection 3 of section 14 thereof; BEGINNING in the W. line of section 14, at the N.W. corner of 42.91 acres deeded to George McNeil, Nov. 18, 1886, by the Trustees of Agnes Oelrichs, thence N. 1 degree W. along said section line 16 chs. 21 lks. to the S.W. corner of 71 acres deeded Arthur Flanders Oct. 11, 1897, by the children of John Palmer the second; thence S. 86 degrees E. 46 chs. to the S.E. corner of 34.09 acres deeded John Harran Nov. 11, 1895; by the children of John Palmer the second; and the E. line of subsection 3; thence S. 1 degree W. along said subsection line, 16 chs. 48 lks. to the N.E. corner of said McNeil lot; thence N. 87 degrees W. 45 chs. 40 lks. along said lot to the place of beginning. CONTAINING 73.40 acres.

PARCEL TWELVE (Liber 257 Cp 364, Parcel No. 12)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in said Town of HOPKINTON, County of St. Lawrence and State of New York, being in that part of Township No. 15, in Great Tract 2 of Macomb's Purchase, called the Palmer Tract, and in subdivision 3 of section 19 thereof; BEGINNING at the S.W. corner of section 19, and running thence N. 2 degrees E. along the W. line of section 19, 16 chs. 63 lks. to the center of the road; thence along the center of said road; and the S. line of lands deeded to Caroline P. Wells, George Wells, Adell Sampier, John Stark and A. E. Blake as follows: - S. 87 degrees E. 2 chs. 17 lks, N. 77 degrees E. 5 chs. 67 lks.; thence S. 89 degrees E. 5 chs. 89 lks.; thence N. 74 degrees E. 6 chs. 1 lk. S. 62 degrees E. 1 ch. 80 lks.; S. 35 and 1/2 degrees E. 1 ch. 46 lks.; S. 81 degrees E. 9 chs. 56 lks.; thence S. 68 degrees E. 3 chs. 72 lks.; S. 74 degrees E. 2 chs. 59 lks.; S. 72 degrees E. 3 chs. 73 lks.; S. 79 degrees E. 3 chs. 94 lks. all along said road line to the E. line of subsection 3; thence S. 3 degrees W. 20 chs. 23 lks. to the S.E. corner of said subsection 3; thence No. 87 & 1/2 degrees W. 42 chs. 23 lks. to the place of beginning. CONTAINING 87.78 acres, more or less.

PARCEL THIRTEEN (Liber 257 Cp 364, Parcel No. 13)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in said Town of HOPKINTON, County of St. Lawrence and State of New York, being in Township No. 15, Great Tract No. 2 of Macomb's Purchase, and known as parts of subsections 2 and 4 of section 4 of the Palmer Tract, so called, and bounded as follows, viz: - BEGINNING at the N.E. corner of subsection 4, aforesaid, thence S. 4 degrees 30' W. 8 chs. 89 lks. along the E. line of said subsection which is also the E. line of said section 4; thence N. 86 degrees W. 37 chs. 70 lks. to

the W. line of said subsection; thence No. 8 chs. 89 lks. all along said W. line to the N.W. corner of said subsection 4; thence S. 86 degrees E. 25 chs. 70 lks.; along the N. line of said subsection and along the S. line of 50 acres contracted to Charles R. Harriman, to the S.E. corner thereof; thence N. 3 degrees E. 18 chs. 30 lks. in subsection 2, to the N.E. corner of said Herriman lot; thence E. 12 chs. 3 lks. to the S.E. corner of 52.65 acres deeded to Dennis Stacy on the 4 of Oct. 1864; thence S. 3 degrees W. 18 chs. 30 lks. on the E. line of said subsection 2, to the S.E. corner thereof, to the place of beginning. CONTAINING 57.51 acres, more or less.

PARCEL FOURTEEN (Liber 257 Cp 364, Parcel No. 14)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in said Town of HOPKINTON, County of St. Lawrence and State of New York, being part of subsection 4 of section 14 of the Palmer Tract, in Township 15, Macomb's Purchase, Great Tract 2, and bounded as follows: - BEGINNING at the N.E. corner of said subsection 4; thence S. 1 degree W 20 chs. 75 links along E. line of section 14; thence N. 86 degrees W. 33 chs. 67 lks. to the W. line of said Subsection 4; thence N. 1 degree E. 21 chs. to the N.W. corner of said subsection 4; thence S. 86 degrees E. 33 chs. 63 lks. to place of beginning. CONTAINING 70.23 acres of land, more or less.

PARCEL FIFTEEN (Liber 257 Cp 364, Parcel No. 15)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in said Town of HOPKINTON, County of St. Lawrence and State of New York, being part of subsection 2, of section 14 of the Palmer Tract, in Township 15 of Macomb's Purchase, Great Tract 2, and bounded as follows: - BEGINNING at the S.E. corner of said subdivision 2, and also at the N.E. corner of 70.23 acres deeded to John Harran Dec. 17, 1892; thence N. 86 degrees W. 33 chs. 63 lks. to the S.W. corner of subsection 2; thence N. 1 degree W. 6 chs. 11 lks. to a corner of land contracted to Jas. H. Knowlton; thence S. 86 degrees 30' E. 33 chs. 63 lks. along said Knowlton's line to E. line of section 14; thence S. 1 degree W. 7 chs. 7 lks. to place of beginning. CONTAINING 22 acres of land, more or less.

PARCEL SIXTEEN (Liber 257 Cp 364, Parcel No. 16)

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, situate in said Town of HOPKINTON, County of St. Lawrence and State of New York, being part of subsections 1 & 3 of section 14 of the Palmer Tract, in Township 15, Macomb's Purchase, Great Tract 2, and bounded as follows: BEGINNING in the E. line of said subsection 1 at the S.E. corner of 71 acres deeded George S. Wright May 10, 1871; thence S. 1 degree E. 9 chs. 86 lks. to the S.E. corner of said subsection; thence S. 1 degree W. 13 chs. 25 lks. along E. line of subsection 3; thence N. 86 degrees W. 14 chains to a corner of land sold A. Flanders; thence N. 2 degrees W. 22 chs. 75 lks. to the N.E. corner of said Flanders lot; thence S. 86 degrees E. 15 chs. 75 lks. to the place of beginning. CONTAINING 34.09 acres of land, more or less.

PARCEL SEVENTEEN (Liber 257 Cp 364, Parcel No. 17)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Town of HOPKINTON, County of St. Lawrence and State of New York, in that part of Township No. 15 in Great Tract No. 2 of Macomb's Purchase, called the Palmer Tract, being the whole of subsections 3 and 4 of section 23 and part of subsections 1, 2 and 4 of section 28 thereof; BEGINNING in the W. line of section 23 at the N.W. corner of subsection 3, thence S. 86 degrees E. along the N. line of said subsection 42 chains 96 links to the N.E. corner of said subsection 3, which is also the N.W. corner of said subsection 4; thence along the N. line of subsection 4, S. 85 degrees E. 36 chains 6 lks. to its N.E. corner in the E. line of section 23; thence S. 1 degree W. along the E. line of section 23, 40 chs. 18 lks. to its S.E. corner which is also the N.E. corner of section 28; thence along its E. line S. 1 degree E. 39 chs. 85 lks. to the S.E. corner of its subsection 2, which is also the N.W. corner of its subsection 4; thence continuing along the E. line of section 28, S. 1 degree 30' W. 37 chs. 80 lks. to the S.E. corner of section 28; thence N. 82 degrees W. along the S. line of section 28, 19 chs. 78 lks. to a stake and stones; thence N. 30 degrees W. 29 chs. 33 lks. to a post in the S. line of the Arthur J. Phillips lot; thence easterly on said Phillips southerly line 3 chs. 50 links to the S.E. corner of the Phillips lot; thence N. 4 degrees E. along said Phillips' E. line 31 chs. 63 lks. to a spruce post, being the N.E. corner of the Phillips' lot; thence N. 86 degrees W. along said Phillips' N. line 31 chs. 63 links to a hemlock post being the N.W. corner of the Phillips' lot; thence S. 4 degrees W. along said Phillips' W. line 6 chs. 13 lks. to a post; thence westerly 15 chs. 40 lks. to the W. line of subsection 1, of section 28, said point being 9 chs. from the S.W. corner of said subsection 1; thence N. 1 degree 30' E. along the W. line of said sections 28 and 23, 71 chs. 37 links to the place of beginning. CONTAINING 677.32 acres. Subject to the right of way across said land to the N. line of Arthur J. Phillips land, as contained in a deed from Simeon L. Clark to Arthur J. Phillips on May 23, 1896, and recorded October 30th, 1896, in the St. Lawrence County Clerk's Office in Liber of deeds No. 147 C. at page 1751.

PARCEL EIGHTEEN (Liber 257 Cp 364, Parcel No. 18)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Town of HOPKINTON, County of St. Lawrence and State of New York, in Macomb's Purchase, Township 15, of Great Tract No. 2, being in that part of said Township known as the Palmer Tract, and part of subdivision 4 of section 9, subsection 3 of section 10, and subsection 2 of section fourteen and bounded as follows: - viz: - BEGINNING in section 9 at the N.W. corner of its subsection 4; and runs thence S. 86 degrees E. along the N. line of subsection 4, 35 chs. 2 lks. to the N.E. corner of said subsection 4, in the E. line of section 9, which is also the W. line of section 10, and which corner is also the N.W. corner of subsection 3 of section 10; thence S. 88 degrees 30' E. on the N. line of said subsection 3, 6 chs. 29 lks.; thence S. 1 degree 15' E. 39 chs. 78 lks. to the S. line of said section 10; thence N. 86 degrees W. along the S. line of section 10, 6 chs. 29 lks. to its S.W. corner; thence N. 1 degree 15' W. along the W. line of said section 10, which is also the E. line of section 9, 9 chs. 84 lks. to the N.E. corner of 45 and 1/2 acres deeded

to Morris W. Day by Charles S. Olmstead, Oct. 1, 1898; thence N. 86 degrees W. 14 chs. 12 lks.; thence S. 2 degrees E. 35 chs.; thence S. 86 degrees E. 12 chs. all along said Day lot, to the E. line of said section 14; thence S. 1 degree W. along said E. line 5 chs. 77 lks. to the N.E. corner of 22 acres deeded John Harran, Nov. 4, 1893; thence N. 86 degrees W. along the N. line of said Harren lot, 33 chs. 63 lks. to the N.W. corner thereof; and the W. line of subsection 2 of section 14; thence N. 1 degree W. 32 chains, along said subsection line, to its N.W. corner, in the N. line of section 14; which is also the S. line of section 9, and the S.W. corner of subsection 4 thereof; thence N. 1 degree 30' W. along its W. line 39 chs. 79 lks. to the place of beginning. CONTAINING 231.75 acres, more or less.

PARCEL NINETEEN (Liber 257 Cp 364, Parcel No. 19)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Town of HOPKINTON, County of St. Lawrence and State of New York, being in Macomb's Purchase Great Tract No. 2, Township 15, of said tract and part of sections 5 & 10 of the Palmer Tract, and bounded as follows: - BEGINNING at the S.E. corner of said section No. 10, thence N. 86 degrees W. 47 chains 47 lks. to the S.W. corner of subsection 4, of said section 10; thence N. 1 degree 30' W. 30 chs. 49 lks. along subsection line to S.W. corner of 25 acres deeded to C. V. McEwen May 1871; thence S. 86 degrees E. 24 chs. to S.E. corner of said 25 acres; thence N. 3 degrees E. 23 chs. 37 lks. along E. line of said McEwen lot and E. line of 31.10 acres deeded to Morris Day to N.E. corner of said Day lot; thence N. 84 degrees W. 24 chs. to N.W. corner of said Day lot and W. line of subsection 2 of said section 10; thence N. 3 degrees 30' E. along said W. line 13 chains 44 lks. to an angle in a surveyed road; thence N. 28 degrees W. 18 chs. 73 lks. and N. 3 degrees E. 6 chs. along said road line to the S.W. corner of 34.02 acres deeded to Harvey Brown; thence S. 87 degrees E. 36 chains 44 lks. along S. line of said Brown lot and of 26.41 acres held by Morris Day to the S.E. corner of said Day lot; thence N. 3 degrees E. 8 chs. to S.W. corner of 150.67 acres deeded Charles B. Weller; thence S. 87 degrees E. 21 chains to S.E. corner of said Weller lot and to the E. line of above mentioned section 5; thence S. 17 chs. 14 lks. along said E. line to the S.E. corner of said section 5 and the N.E. corner of above mentioned 10; thence S. along E. line of said section 10 to the place of beginning. a distance of 80 chs. 18 lks. CONTAINING 400.24 acres of land, be the same more or less.

PARCEL TWENTY (Liber 257 Cp 364, Parcel No. 21, 1st)

ALSO ALL THOSE SEVERAL PIECES OR PARCELS OF LAND, situate in said Town of HOPKINTON, County of St. Lawrence and State of New York, being in that part of Township 15, in Great Tract No. 2 of Macomb's Purchase, known as the Palmer Tract and bounded as follows, viz: -

FIRST: - Part of subsection 1 of section 5. BEGINNING in their W. line at the S.W. corner of 37.46 acres deeded to Lyman Page on the 23rd day of April, 1873, thence S. 87 degrees

E. 45 chains 92 links to the S.E. corner of said Page lot and the E. line of subsection 1; thence S. 3 degrees W. along the said subsection line 13 chs. 70 links to the N.E. corner of 55.18 acres deeded to O. P. Dexter on the 17th day of September, 1902, by James Tharrett; thence N. 87 degrees W. 45 chs. to the N.W. corner of said Tharrett lot and the W. line of said section and subsection; thence N. 2 degrees E. along their said west line 12 chs. 44 lks. to the place of beginning. CONTAINING 57.50 acres of land.

PARCEL TWENTY-ONE (Liber 257 Cp 364, Parcel No. 21, 2nd)

SECOND: - Part of subsection 4 of section 5; BEGINNING at the S.E. corner of 59.02 acres deeded Lucien S. Brown on the 13th day of January 1891; thence N. 3 & 1/3 degrees E. 23 chs. 50 lks. to the N.E. corner thereof, and to 131.59 acres deeded to said Dexter 21 of August, 1902, by Azro L. Blake; thence S. 86 degrees E. 11 chs. 34 links along said Blake lot to the S.E. corner thereof and to one hundred and fifty acres and sixty seven hundredths of an acre once deeded to Charles B. Weller; thence S. 3 degrees W. 23 chs. 50 lks. along said Weller lot and along 400.24 acres deeded said Dexter Aug. 18, 1902, by Frederick M. Heath, to an angle therein; thence N. 86 degrees W. along said Heath lot 11 chains 14 lks. to the place of beginning. CONTAINING 26.41 acres, more or less.

PARCEL TWENTY-TWO (Liber 257 Cp 364, Parcel No. 21, 3rd)

THIRD: Part of subsection 3 of section 5 and of subsection 1, 2 and 3 of section 10; BEGINNING at the S.W. corner of section 5 and running thence N. 4 degrees 30' E. along said section line 27 chs. 80 lks. to the S.W. corner of 91.21 acres deeded Lyman Day Apr. 18, 1864; thence E. 47 chs. 80 lks.; along said Day lot to the S.E. corner thereof and to 59.02 acres deeded Lucien S. Brown Jan. 13, 1891; thence along said Brown lot S. 7 degrees W. about 7 chs.; thence S. 3 degrees W. about 17 chains 75 links part along said Brown lot and part along said 400.24 acres deeded said Dexter Aug. 18, 1902, by Frederic N. Heath; thence S. 28 degrees E. 18 chs. 40 lks; thence S. 3 degrees 30' W. 13 chs. 44 lks.; thence S. 86 degrees E. 24 chs.; thence S. 3 degrees W. 12 chains 96 lks. all along said Health lot to the S. line of said subsection 2, of section 10 and the N.E. corner of 25 acres in subsection 4, deeded said Dexter by Azro L. Blake Oct. 21, 1902; thence N. 86 degrees W. along the S. line of said subsection 2, which is also the N. line of said subsection 4, and along said Blake lot; 24 chs. to the S.W. corner of said subsection 2, which is also the N.W. corner of subsection 4, the N.W. corner of said Blake lot and the N.E. corner of subsection 3; thence S. 1 degree 30' W. along the E. line of subsection 3 and the W. line of said Blake and Heath lots 40 chs. 90 lks. to the S.E. corner of subsection 3 and the S. line of section 10; thence N. 86 degrees W. 48 chains 15 lks. along the S. line of section 10 and its subsection 3, to the S.E. corner of lands contracted to James H. Knowlton; thence N. 1 degree 15' W. 30 chains 78 lks. to the N.E. corner of said Knowlton lot and to the N. line of said subsection 3; which is also the S. line of subsection 1, to the W. line of section 10; thence N. 37

chs. 90 lks. along the W. line of said section 10 to the place of beginning. CONTAINING 557.47 acres, more or less.

PARCEL TWENTY-THREE (Liber 257 Cp 364, Parcel No. 21, 4th)

FOURTH: - Part of subsection 4 of section 9, and of subsection 2 of section 14; BEGINNING at the N.E. corner of section 14, which is also the S.E. corner of section 9, and running thence S. 1 degree W. along the E. line of section 14, 25 chs. 25 lks.; thence N. 87 degrees W. 12 chs.; thence N. 2 degrees E. 35 chs.; thence S. 86 degrees E. 14 chs. 12 lks. to the E. line of section 9, which is the W. line of section 10; thence S. 1 degree E. along the E. line of section 9, 9 chs. 84 lks. to the S.E. corner of section 9; which is also the S.W. corner of section 10; and the N.W. corner of section 15, and the place of beginning. CONTAINING 45.50 acres more or less.

PARCEL TWENTY-FOUR (Liber 257 Cp 364, Parcel No. 22)

ALSO ALL THAT OTHER PIECE OR PARCEL OF LAND, situate in the said Town of HOPKINTON, County of St. Lawrence and State of New York, being part of subsection 2 of section 9, of Township 15, of said Town of Hopkinton which Township is known as the Palmer Tract, and bounded as follows: - BEGINNING at the S.E. corner of said subsection 2; thence N. 86 degrees W. 35 chs. 2 lks. to the S.W. corner of said subsection 2; thence N. 17 chs. 87 lks. along the subsection line to the S.W. corner of 25 acres deeded James H. Knowlton, September 24, 1891; thence E. 35 chs. 50 lks. to the S.E. corner of the Knowlton lot and the E. line of said subsection 2; thence S. 20 chains to the place of beginning. CONTAINING 66.17 acres, more or less.

PARCEL TWENTY-FIVE (Liber 257 Cp 364, Parcel No. 23)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of HOPKINTON, County of St. Lawrence and State of New York, and bounded and described as follows: - BEGINNING at the S.W. corner of subdivision No. 1 of section No. 5, running thence along the S. line of said subsection No. 1, S. 86 degrees E. 45 chs. 34 lks. to the line surveyed for a road; thence along said road line S. 3 degrees W. 10 chs. 30 lks.; thence S. 12 degrees E. 6 chains; thence S. 7 degrees W. 12 chs. 10 lks.; thence W. along a line of marked trees 47 chs. 80 lks. to the E. line of section 4; thence N. 4 degrees 30' East along said E. line 21 chs. 20 lks.; to the place of beginning. CONTAINING 91.24 acres of land, more or less. Being the same premises deeded to Henry Phelps, George B. Conger, and Alpheus B. Conger, by deed dated Dec. 14, 1903 and recorded in the office of the Clerk of St. Lawrence County in book of deeds No. 164 B. at page 1274, by Charles S. Olmstead.

PARCEL TWENTY-SIX (Liber 257 Cp 364, Parcel No. 24)

Said lands are more particularly described as follows: - All that Timber lot or Piece of Land, lying in the Town of HOPKINTON, County of St. Lawrence and State of New York, being part of subsection #1 of section #19, of the Palmer Tract and bounded as follows: - BEGINNING at the northwest corner of said section 19; thence S. 86 degrees E. forty five chains twenty five links (45.25) to the N.E. corner of said Subsection # 1; thence S. 2 degrees W. ten chains fifty links (10.50) to N.E. corner of 50 69/100 acres deeded Asahel Jenne, Jan. 17, 1878; thence N. 86 degrees W. forty four chains seventy four links (44.74) to N.W. corner of said Jenne lot; thence N. one degree W. ten chains and fifty links (10.50) along west line of said section # 19 to place of beginning. CONTAINING 47 25/100 acres of land, more or less.

PARCEL TWENTY-SEVEN (Liber 257 Cp 364, Parcel No. 25)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of HOPKINTON, County of St. Lawrence and State of New York, being part of sections # 14 and # 19 of the Palmer tract and bounded as follows: - BEGINNING in east line of section # 14, subsection 4, and S.E. corner of 70 23/100 acres deeded John Harran December 17, 1892; thence N. 86 degrees W. thirty three chains sixty seven links (33.67) to W. line of subsection # 4 and S.W. corner of said Harran lot; thence S. one degree W. seventeen chains sixty eight links (17.68) along W. line subsection # 4 of section # 14; thence S. 2 degrees W. six chains eighty five links (6.85) along W. line of subsection # 2 of Section # 19; thence S. 86 degrees W. thirty three chains eighty five links (33.85) in E. line of Section # 19; thence N. six chains to N.E. corner of Sec. # 19; thence N. 1 degree E. seventeen chains fifty links (17.50) along E. line of Section # 14 to place of beginning. CONTAINING 81 10/100 acres, more or less.

PARCEL TWENTY-EIGHT (Liber 257 Cp 364, Parcel No. 26)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of HOPKINTON, County of St. Lawrence and State of New York, being part of sec. 20 of the Palmer Tract and bounded as follows: - BEGINNING at a point in the E. line of St. Lawrence Co., which is distant N. 5 degrees 30 minutes E. twenty chains two links (20.02) from S.E. corner of said Sec. 20; thence N. 84 degrees 30 minutes W. twenty eight chains (28) to post and stones set on E. bank of east brook at highwater mark; thence S. 10 degrees W. two chains; thence S. 3 degrees W. seven chains (7); thence S. 21 degrees 30 minutes E. five chains twenty eight links (5.28); thence S. 34 degrees E. nine chains seventy eight links (9.78) to S. line of Sec. 20 and N. line of Sec. 25; thence S. 84 degrees 30 minutes E. eighteen chains twenty five links (18.25) to county line between St. Lawrence and Franklin; thence N. 5 degrees 30 minutes E. twenty chains two links (20.02) to place of beginning. CONTAINING 51 54/100 acres, more or less.

PARCEL TWENTY-NINE (Liber 257 Cp 364, Parcel No. 27)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of HOPKINTON, County of St. Lawrence and State of New York, being in that part Township No. 15 in Great Tract No. 2 of Macomb's Purchase called the Palmer tract, and in subdivision 2 of section 20, being in the County line of the south east corner of said subsection 2 and running thence north 88 degrees west, along the south line of said subdivision 25 chains and 40 links to the southwest corner thereof; thence north 3 degrees 30 minutes east along the west line of said subdivision 2, 19 chains and 14 links to land once deeded to George Wilkins; thence south about 88 degrees east along the south bounds of said Wilkins land 50 chains and 57 links to the south east corner thereof, in the Town and County line; thence south along said Town and County line 19 chains and 29 links to the place of beginning. CONTAINING 96 and 95/100 acres of land, more or less.

EXCEPTING AND RESERVING out of the above described premises and the operation of this deed 25 acres off of the south end as described in a deed from Alexander Raymo and his wife, to Daniel Raymo dated December 1st, 1882 and recorded in St. Lawrence County Clerk's Office on the 27th day of September, 1883, in Liber 118 C. at page 423.

The lands hereby intended to be conveyed are the same, with the exception therein contained, conveyed by Samuel W. Chambers and Nancy his wife, to Edwin E. Chambers by deed dated the 12th day of February, 1903, and recorded in St. Lawrence County Clerk's Office on the 13th day of February, 1903, at 9 o'clock A.M., in book No. 161 of deeds, at page 233.

PARCEL THIRTY (Liber 257 Cp 364, Parcel No. 28)

ALSO ALL THAT CERTAIN OTHER PIECE OR PARCEL OF LAND, lying in the Town of HOPKINTON, County of St. Lawrence, State of New York, being part of subsection 3 of section 20, of the Palmer Tract and bounded as follows, to wit: BEGINNING at the northeast corner of subsection 3, above mentioned, and running thence south 4 degrees west 18 chains and 25 links along subsection line to land contracted to John Stark; thence north eighty six degrees west 36 chains to the east line of Blake lot; thence north 3 degrees east 13 chains and 75 links to corner of Blake lot; thence south 85 degrees east 14 chains and 67 links along the south line of 13 71/100 acres deeded to S. Chambers in November 1888; thence north 3 degrees east 4 chains and 80 links to the northeast corner of said deeded lot and the north line of said subsection 3; thence south 86 degrees east 21 chains and 68 links to the place of beginning. CONTAINING 59 66/100 acres of land, more or less, being the same lands conveyed by Frederic M. Heath and wife on the 7th day of September, 1894, to Samuel W. Chambers and Edwin Chambers.

PARCEL THIRTY-ONE (Liber 257 Cp 364, Parcel No. 29)

ALSO ALL THAT CERTAIN OTHER PIECE OR PARCEL OF LAND, lying in the Town of HOPKINTON, County of St. Lawrence and State of New York, known as part Section 20, and subsection 1 of the Palmer Tract and bounded as follows: - to wit: - BEGINNING at the

southwest corner of said subsection 1 of section 20 and running thence north 19 chains and twenty five links along section line to the southwest corner or 995 77/100 acres deeded George Wilkins January 21st, 1861; thence south 86 degrees east 49 chains and 75 links along south line thereof to the east line of said subsection 1; thence south 3 degrees 30 minutes west, 19 chains and 14 links to the southeast corner of said subsection; thence north 86 degrees west, 48 chains and 1 link to the place of beginning. CONTAINING 94 acres, more or less, being the same lands conveyed to Samuel Chambers by Frederic M. Heath and wife on February 25th, 1891.

PARCEL THIRTY-TWO (Liber 257 Cp 364, Parcel No. 30)

ALSO ALL THAT CERTAIN OTHER PIECE OR PARCEL OF LAND SITUATE in the Town of HOPKINTON, County of St. Lawrence and State of New York, and known as part of subsection No. 3 of section No. 20 of the Palmer Tract and is bounded as follows: - to wit: - BEGINNING in the west line of said section 20 and at the northwest corner of said subsection 3, and running thence south 86 degrees east 26 chains 33 links along the north line of said subsection 3; thence south 4 degrees west, 4 chains and 80 links; thence north 88 degrees west 26 chains to the west line of said section 20; thence north 3 degrees east 5 chains and 69 links to the place of beginning. CONTAINING 13 and 71/100 acres of land, more or less, being the same lands conveyed on the 6th day of November 1888, by Frederick M. Heath and wife to Samuel W. Chambers.

PARCEL THIRTY-THREE (Liber 257 Cp 364, Parcel No. 31)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of HOPKINTON, County of St. Lawrence and State of New York, being part of Palmer Tract so called, and bounded and described as follows: - BEGINNING at a post and stones in the line between St. Lawrence-Franklin Counties at the south east corner of section No. 10 of the Palmer Tract and runs thence along the said County line as formerly run ninety eight chains twenty eight links (98-28) to a hemlock stake and stones marked D. P. Co., eighteen chains and sixty links south of the southeast corner of section No. 15 of said tract; thence north eighty degrees west along a line of marked trees one hundred chains and seventy five links to a spruce stake in the east line of section No. 19 of said tract marked D. P. & Co., twenty chains south of southwest corner of section No. 15; thence along the line between sections Nos. 19 and 20, 14 and 15 north 1 degree east ninety six chains and fifty links to a post and stones as the southwest corner of section No. 10; thence south eighty six degrees east along the line between section No. 10 and No. 15 one hundred one chains and ninety one links to the place of beginning. CONTAINING nine hundred ninety five acres and seventy seven one hundredths of an acre of land.

PARCEL THIRTY-FOUR (Liber 257 Cp 364, Parcel No. 32)

ALL THAT PIECE OR PARCEL OF LAND, situate in the Town of HOPKINTON, County of St. Lawrence and State of New York, known as the north half of the Mahar lot CONTAINING 94 88/100 acres, be the same more or less.

PARCEL THIRTY-FIVE (Liber 257 Cp 364, Parcel No. 33)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of HOPKINTON, County of St. Lawrence and State of New York, being part of section 23, subsections 1 and 2 of the Palmer Tract and bounded as follows: - BEGINNING at the N.E. corner of section 23 of the Palmer Tract; thence S. 1 degree W. forty eight chains fifty four links (48.54) to N.E. corner of subsection 4 of said section; thence N. 85 degrees W. thirty six chains six links (36.06) to the N.W. corner of said subsection of said section; thence N. 86 degrees W. twenty eight chains fifty links (28.50) along the N. line of subsection 3; thence N. 3 degrees 30 minutes E. forty seven chains twenty links (47.20) to the N. line of said section; thence S. 86 degrees E. thirty chains (30) to N.W. corner of subsection 2; thence S. 86 degrees E. thirty four chains twenty one links (34.21) to place of beginning. CONTAINING three hundred eight 18/100 acres, more or less.

PARCEL THIRTY-SIX (Liber 257 Cp 364, Parcel No. 34)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of HOPKINTON, County of St. Lawrence and State of New York, being part of section 23 subsection 1 of the Palmer Tract and bounded as follows: - BEGINNING at N.W. corner of section 23; thence S. 86 degrees E. fifteen chains eighty eight links (15.88) along N. line of section 23 to N.W. corner of 308.18 acres deeded M. J. Clifford and Son in 1904; thence S. 3 degrees 30 minutes W. forty seven chains twenty links (47.20) along W. line of said Clifford lot to N. line of subsection 3 of section 23; thence N. 86 degrees west fourteen chains forty six links (14.46) along said N. line of subsection 3 to W. line of section 23; thence N. 1 degree W. forty seven chains sixty four links (47.64) along W. line of section 23 to beginning. CONTAINING 73 66/100 acres, more or less.

PARCEL THIRTY-SEVEN (Liber 296 Cp 52, Parcel No. 1)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of HOPKINTON, County of St. Lawrence and State of New York, being the northeast quarter of Township No. 12, called Riversdale, of Great Tract No. 2 of Macomb's Purchase, bounded northerly by the southerly line of Township No. 15 of said Great Tract, east by the east line of said Great Tract, being the line between the said County of St. Lawrence and the County of Franklin, south by the south half of said township No. 12 and west by the northwest quarter thereof, CONTAINING 7,571 acres of land, be the same more or less;

EXCEPTING therefrom the parcel conveyed by Wm. F. Edlefson, et al., Trustees, to the Brooklyn Cooperage Company, a corporation organized under the laws of the State of New York, and having an office at 117 Wall Street, in the City of New York, by a deed dated July 30, 1925, and recorded in the Clerk's Office of the County of Saint Lawrence on the 29th day of August, 1925, in Liber 228 of Deeds, at page 488, and particularly described as follows:

> ALL THAT TRACT OR PARCEL OF LAND, situate, lying and being in Big Lot #12 as shown on map of F. A. Cutting of N.E. 1/4 of Township of Riversdale and more particularly described as follows: BEGINNING at a point in the north line of the south 1/2 of Riversdale at the S.W. corner of said Big Lot #12 as shown on said Cutting map and running thence North 5° East 45.80 chains to a post and stones; thence South 85° East 44 chains to a post and stones thence South 5° West 45.80 chains to a post and stones; and the place of beginning, CONTAINING 201.52 acres of land as surveyed by H. H. Hazen, surveyor, April 1925, as shown on a plat attached to and made a part of the deed given to the said Brooklyn Cooperage Company.
>
> AND also all the right, title and interest of the parties of the first part in and to the right of way over and upon a certain road in the northeast corner of the property conveyed by Wm. F. Edlefson, et al., Trustees, to the Brooklyn Cooperage Company by the said deed dated July 30th, 1925, which said road is particularly shown and marked "Train Pond Road" on the plat attached to and made a part of the aforesaid deed and which right of way was reserved in and by the said aforesaid deed;

PARCEL THIRTY-EIGHT (Liber 296 Cp 52, Parcel No. 2)

ALSO all that tract or parcel of land, situate in the Town, County and State aforesaid, and known as section No. 29 of the Palmer Tract and bounded and described as follows: BEGINNING in the south line of the said Palmer Tract at the southwest corner of Section No. 30 of said tract, and running thence west along the south line of said tract as the compass formerly bore, 79 chains 75 links to the southeast corner of section No. 28 of said tract; thence along the east bounds of said section No. 28 north 1 1/2° east 37 chains 80 links and north 1° west 39 chains 85 links to the northeast corner thereof, and the southwest corner of section No. 24 of said tract; thence along the south line of said section No. 24 of said tract south 85° east 40 chains 72 links and south 85 1/2° east 39 chains 90 links to the southeast corner of section No. 24 and northeast corner of section No. 30 of said tract; thence along the west line of said section No. 30 south 2° west 38 chains 74 links and south 30' west 37 chains 10 links to the place of beginning, CONTAINING 608 and 34/100 acres of land, be the same more or less, as formerly surveyed by A. S. Smith.

PARCEL THIRTY-NINE (Liber 296 Cp 52, Parcel No. 3)

ALSO all that other tract or parcel of land in the Town, County and State aforesaid, being the whole of subdivision #3 of Section #30 of the Palmer Tract, so called, and bounded and described as follows: BEGINNING at the southwest corner of said section #30 and running thence north 30' east 37 chains and 10 links along the west line of said section #30; thence south 86° east 39 chains and 48 links to the northwest corner of subsection #4 of said section #30; thence south 3° 30' west 34 chains and 78 links to the southwest corner of said subsection #4 and south line of Palmer Tract; thence north 89° west 37 chains and 96 links along said south line of Palmer Tract to the place of beginning, CONTAINING 139 and 15/100 acres, more or less.

PARCEL FORTY (Liber 296 Cp 52, Parcel No. 4)

ALSO all that tract or parcel of land, situate in the County of Franklin and State of New York, in the westerly portion of Township No. 13 of Great Tract No. 1, Macomb's Purchase, bounded and described as follows: BEGINNING at a spruce post and stones set in the line between St. Lawrence and Franklin Counties, whence the east center corner of Riversdale township in St. Lawrence County bears North 4° East 2 and 89/100 chains and the westerly center corner of Township No. 13 of Franklin County (or Wilson Cor.) bears North 4° East 3 and 98/100 chains; thence South 86° East 25 chains to a spruce post 4" x 4" in stones; thence North 4° East 21 and 50/100 chains to a spruce post 4" x 4" set on S. W. side of high rocky bluff, thence North 86° West 25 chains intersecting said county line at a pine tree 5" Dia. squared, thence South 4° West 21 and 50/100 chains along the county line across Train Pond to the place of BEGINNING. CONTAINING 53 and 3/4 acres of land and water, be the same more or less.

RESERVING, however, from the first above described parcels the following tract or parcel of land conveyed by Gould Paper Company to Clifford Mason, and described as follows: All that tract or parcel of land, situate in the Town of HOPKINTON, County of St. Lawrence and State of New York and being a part of Great Tract No. 2 of Macomb's Purchase, more particularly bounded as follows: BEGINNING at a point on the shore of Lake Ozonia at low water mark, said point of beginning, being on the line which is the southerly line of lands of Northern New York Utilities, Inc. and which line is also the northerly line of lands formerly of Cutting Forest Preserve, Inc. and Frank A. Cutting, and runs thence S. 82° E. along the said line 8 ch. 18 lk. to a post standing in the line between the Counties of St. Lawrence and Franklin; thence southerly along the said county line 6 ch. 11 lk. to a stake; thence S. 79 3/4° W. 9 ch. 35 lk. along a line of marked trees to the shore of Lake Ozonia at low water mark; thence in a northeasterly and northerly direction along the low water line of said lake to place of beginning, CONTAINING 5 and 75/100 acres of land, more or less, as surveyed by S. J. Neff August 1927. (The second course in this deed "thence southerly along the said county line 6 ch. 11 lks. to a stake" is omitted from the record of this deed in St. Lawrence County Clerk's Office.)

The above reserved parcel was conveyed by deed dated Oct. 2, 1929, recorded in St. Lawrence County Clerk's Office on Nov. 12, 1929 in Liber 259 of Deeds at page 136.

PARCEL FORTY-ONE (Liber 225 Cp 305, Parcel 1)

ALL the westerly two-thirds of a parcel of 3,487.52 acres of land in the north one-half of the northwest quarter of Township 10, Great Tract 3, Macomb's Purchase, St. Lawrence, New York, BEGINNING at the northeast corner of Lot No. 1, which is in the north line of Township 10, Great Tract 3, Macomb's Purchase; thence South 83 degrees 30' East 20.83 chains from the northwest corner of said Township 10; thence South 6 degrees 30' West 47.16 chains along the easterly line of Lot No. 1; thence North 83 degrees 30' West along the southerly line of Lot No. 1, 11.25 chains to the center of the Grasse River; thence up the center of the said Grasse River the following courses and distances: South 12 degrees 40' East 16.90 chains; thence South 33 degrees 30' West 7.94 chains; thence South 15 degrees 15' East 8.93 chains; thence South 47 degrees 30' East 4.79 chains; thence South 64 degrees 25' West 7.15 chains; thence South 30 degrees East 5.53 chains; thence South 22 degrees 20' West 5.58 chains; thence South 28 degrees East 5.58 chains; thence South 43 degrees 20' East 5.71 chains; thence North 75 degrees 40' East 21.16 chains; thence South "thence south" 41 degrees East 9.35 chains; thence South 2 degrees 45' East 10.12 chains; thence South 51 degrees 20 West 3.23 chains; thence South 20 degrees 40' East 6.06 chains; thence North 68 degrees 10' East 13.05 chains; thence South 4 degrees 20' East 4.62 chains to the center of the highway bridge on the road leading from Clarksboro to Benson Mines; thence South 38 degrees 50' East 12.76 chains; thence South 9 degrees 40' West 3.41 chains; thence South 57 degrees East 10.73 chains; thence North 64 degrees 45' East 5.53 chains; thence South 66 degrees East 7.49 chains; thence South 18 degrees 40' East 6.50 chains; thence South 68 degrees 30' East 9.33 chains; thence North 76 degrees East 6.56 chains; thence South 55 degrees East 4.18 chains; thence North 0 degrees 10' West to a squared post in the highway leading from Clarksboro to Degrasse on the north side of the Grasse River at a point 4 chains northwesterly along the highway from the old hotel; thence along the highway South 16 degrees 50' East 17.10 chains; thence North 85 degrees East 3.20 chains; thence North 89 degrees 20' East 4.73 chains; thence South 41 degrees 20' East 4.76 chains to a point in the center of the highway and in the south line of the northwest quarter of the north half of said Township 10. This point is 3.84 chains northwesterly along the center of the highway from a cement culvert. Thence along the said south line of the north half of the northwest quarter of said Township 10 South 83 degrees 30' East 45.96 chains; thence North 5 degrees 50' East 143.01 chains to the north line of the northwest quarter of said township; thence North 83 degrees 30' West 176.21 chains to the place of beginning. CONTAINING 2,325.02 acres, more or less, according to a survey made by Wilbur F. Smith for the Conservation Commission of the State of New York, in 1920 and shown upon Map No. 1314 on file in their office.

EXCEPTIONS AND RECITATIONS (Liber 225 Cp 305)

SUBJECT, however, to all minerals and mineral rights reserved in a deed from George C. Clark and John C. Thompson and their respective wives to the party of the first part, dated January 23, 1906, and recorded in St. Lawrence County Clerk's Office on January 26, 1906, in Liber 167 B. of Deeds, page 1048.

BEING the same lands described in a certain judgment making actual partition and division between William H. Shannon and Clarence A. Ludlum of lands in Township 10, Great Tract 3, Macomb's Purchase, St. Lawrence County, which said judgment was duly entered in the office of the Clerk of St. Lawrence County on December 17, 1923, reference thereto being had for greater particularity.

EXPRESSLY EXCEPTING AND RESERVING from the premises above described, that part thereof heretofore conveyed by the party of the first part to Grantees as follows:

1. Northern New York Utilities, Inc. by deed dated December 31, 1924, and recorded in St. Lawrence County Clerk's Office in Book 225 of Deeds at page 178.

2. The Power Corporation of New York by deed dated December 31, 1924, and recorded in St. Lawrence County Clerk's Office in Book 225 of Deeds at page 176.

Reference to which instruments and the record thereof being here made for a more particular description of the premises, easements, rights and privileges therein conveyed and herein excepted and reserved.

PARCEL FORTY-TWO (Liber 225 Cp 307, Parcel 1)

ALL the eastern one-third of a parcel of 3,487.52 acres of land in the north one-half of the northwest quarter of Township 10, Great Tract 3, Macomb's Purchase, St. Lawrence County, New York: BEGINNING at a post set by Wilbur F. Smith in 1920 for the northeast corner of the northwest quarter of said Township 10; thence South 5 degrees 50' West along the easterly line of said northwest quarter, 143.01 chains to a post and stones; thence North 83 degrees 30' West 81.29 chains; thence North 5 degrees 50' East 143.01 chains to the north line of the northwest quarter which is also the north line of said Township 10; thence South 83 degrees 30' East 81.29 chains to the place of beginning. CONTAINING 1,162.50 acres.

EXCEPTIONS AND RECITATIONS (Liber 225 Cp 307)

SUBJECT, however, to all minerals and mineral rights RESERVED in a deed from George C. Clark and John C. Thompson and their respective wives to the party of the first part, dated January 23, 1906, and recorded in St. Lawrence County Clerk's Office on January 26, 1906, in Liber 167 B. of Deeds, page 1048.

BEING the same lands described in a certain judgment making actual partition and division between William H. Shannon and Clarence A. Ludlum of lands in Township 10, Great Tract 3, Macomb's Purchase, St. Lawrence County, which said judgment was duly entered in the Office of the Clerk of St. Lawrence County on December 17, 1923, reference thereto being had for greater particularity.

EXPRESSLY EXCEPTING AND RESERVING from the premises above described, that part theretofore conveyed by the party of the first part to Grantees as follows:

1. Northern New York Utilities, Inc. by deed dated December 31, 1924, and recorded in St. Lawrence County Clerk's Office in Book 225 of Deeds at page 183.

2. The Power Corporation of New York, by deed dated December 31, 1924,.and recorded in St. Lawrence County Clerk's Office in Book 225 of Deeds at page 181, reference to which instruments and the record thereof, being here made for a more particular description of the premises, easements, rights and privileges therein conveyed and herein excepted and reserved.

PARCEL FORTY-THREE (Liber 225 Cp 308, Parcel 1)

ALL those tracts, pieces or parcels of land, situate in the County of St. Lawrence and State of New York, described as follows: in the Town of CLIFTON, in said St. Lawrence County, New York, being the northwest quarter of Township 4, in Great Tract 2, Macomb's Purchase.

PARCEL FORTY-FOUR (Liber 225 Cp 308, Parcel 2

ALSO in the Town of "Claire", in said St. Lawrence County, New York, being the southwest and southeast quarters of Township 10, in Great Tract 3, Macomb's Purchase.

PARCEL FORTY-FIVE (Liber 225 Cp 308, Parcel 3

ALSO the south half of the northwest quarter of Township 10, Great Tract 3, Macomb's Purchase.

EXCEPTIONS AND RECITATIONS (Liber 225 Cp 308, Parcels 1-3)

EXCEPTING from the above mentioned and described lands in so far as dedicated by law for the purpose of a highway, the highway leading from DeGrasse and Cranberry Lake, being a strip of land fifty (50) feet in width, twenty-five (25) feet on each side of the center line thereof. Such center line was surveyed by E. W. Blue and a map thereof No. R-463 is on file in the Office of the Conservation Commission of the State of New York, at Albany, New York. The said highway so excepted, CONTAINS about 69.89 acres.

ALSO EXCEPTING AND RESERVING unto the predecessors in title of Robert W. Higbie Company, a corporation, their heirs and assigns, the minerals and mineral rights, upon or

under the lands hereby conveyed, which said minerals and mineral rights are the same as those expressly excepted and reserved in the following deeds, viz: Deed made and executed by George C. Clark and Harriet S. A. Clark, his wife, John C. Thompson and Lilla L. Thompson, his wife, to Robert W. Higbie Company, dated January 23, 1906, and recorded in St. Lawrence County Clerk's Office January 26, 1906, in Liber 167 B. at page 1048; also deed made and executed by Milo E. Woodcock and Cora H. Woodcock, his wife, William S. Woodcock an Carrie I. Woodcock, his wife, to Robert W. Higbie Company, dated January 19, 1906, and recorded in St. Lawrence County Clerk's Office January 26, 1906, in Liber 167 A. at page 609; also deed made and executed by Robert W. Higbie and Anna P. Higbie, his wife, to Robert W. Higbie Company, dated January 22, 1906, and recorded in St. Lawrence County Clerk's Office January 26, 1906, in Liber 167 A. at page 611; also in any and all other deeds of conveyance to the said Robert W. Higbie Company, of any portion of the lands hereby conveyed, which contain exceptions and reservations to the Grantors therein or to their predecessors in title of all said minerals and mineral rights.

PARCEL FORTY-SIX (Liber 225 Cp 308, Parcel 4)

ALSO all that tract or parcel of land in the north half of the northwest quarter of Township 10, Great Tract 3, of Macomb's Purchase, St. Lawrence County, New York, described as follows: BEGINNING at a point at the intersection of the center of the Grasse River and the south boundary of the north half of the northwest quarter of Township 10, Great Lot No. 3, Macomb's Purchase, St. Lawrence County, New York; thence North 0 degrees 10' West 8.45 chains to the center of the highway; thence along the center of the highway South 16 degrees 50' East 17.10 chains; thence North 85 degrees East 3.20 chains; thence North 89 degrees 20' East 4.73 chains; thence South 41 degrees 20' East 4.76 chains to a point in the south line of said north half of the said northwest quarter, which point is 152.19 chains from the southwest corner of said north one-half of said northwest one-quarter and is also 3.84 chains north along the center of said highway from the center of a cement culvert; thence westerly along the southerly line of said north half of said northwest quarter to the center of said Grasse River at the place of beginning, comprising what was formerly the Village of Clarksboro.

EXCEPTING however, therefrom, two certain lots described as follows:

(a) A certain lot of land situate in the Village of Clarksboro in the Town of CLIFTON, St. Lawrence County, New York, described in a certain deed of the Clifton Iron Company to William D. Thompson dated October 29, 1869, and recorded in St. Lawrence County Clerk's Office in Book 86 C. of Deeds at page 421, to which deed and the record thereof reference is here made for a more particular description.

(b) A certain lot of land situate in the Village of Clarksboro in the Town of CLIFTON, St. Lawrence County, New York, distinguished as Lot 1 in Block 14 in said Village of Clarksboro according to a map made by J. Varden, Jr., Surveyor, and which is on file in St. Lawrence

County Clerk's Office, reference being had thereto for a more particular description, and being the premises conveyed by Clifton Mining Company to James Sheridan by deed dated June 20, 1874, and recorded in St. Lawrence County Clerk's Office in Book 101 of Deeds at page 549.

EXCEPTIONS AND RECITATIONS (Liber 225 Cp 308)

IT BEING INTENDED by this instrument to convey, in addition to the lands hereinabove particularly described, all those lands, rights, titles, privileges, interests conveyed by George C. Clark and Harriet S. A., his wife, and John C. Thompson and Lilla L., his wife, to Robert W. Higbie Company by deed dated January 23, 1906, and recorded in St. Lawrence County Clerk's Office January 26, 1906, in Book No. 167 B. of Deeds at page 1048, to which deed and the record thereof, reference is here made for a more particular description of the lands, rights, titles, privileges and interests therein conveyed.

EXCEPTING, however, only such part thereof as was conveyed by Robert W. Higbie Company to the People of the State of New York by deed dated April 26, 1921, and recorded in St. Lawrence County Clerk's Office June 15, 1921 in Book No. 203 of Deeds at page 144, to which last mentioned instrument and the record thereof, reference is here made for a more particular description of the premises so excepted.

BEING the premises contracted to be sold and conveyed by the Robert W. Higbie Company to F. L. Carlisle & Co., Inc. by instrument of agreement dated January 11, 1923, and consisting of all the lands owned on said January 11, 1923, in St. Lawrence County by parties of the first part, and/or Robert W. Higbie Company.

EXPRESSLY EXCEPTING AND RESERVING from the premises above described, that part thereof heretofore conveyed by the parties of the first part to Grantees as follows:

1. Northern New York Utilities, Inc. by deed dated January 12, 1925, and recorded in St. Lawrence County Clerk's Office in Book 225 of Deeds at page 245.

2. The Power Corporation of New York by deed dated January 12, 1925, and recorded in St. Lawrence County Clerk's Office in Book 225 of Deeds at page 240.

Reference to which instruments and the record thereof, being here made for a more particular description of the premises, easements, rights and privileges therein conveyed and herein excepted and reserved.

SUBJECT to right of way recited in deed from Simeon L. Clark to Arthur J. Phillips dated May 23, 1896 and recorded in the St. Lawrence County Clerk's Office on October 30, 1896 in Liber 147-"C" Cp 1751.

SUBJECT to right of way in instrument between St. Regis Paper Company and The Northern New York Trust Company dated September 4, 1929 and recorded in the St. Lawrence County Clerk's Office on September 21, 1929 in Liber 258 Cp 171.

SUBJECT to right of way and Easement Agreement in instrument between St. Regis Paper Company and McCavanaugh Pond Club, Inc. dated September 1, 1955 and recorded in the St. Lawrence County Clerk's Office on September 12, 1955 in Liber 563 Cp 184.

SUBJECT to Electric and Telephone Easements to Niagara Mohawk Power Corporation and New York Telephone Company recorded in the St. Lawrence County Clerk's Office on June 8, 1988 in Liber 1019 Cp 446.

SUBJECT to terms and conditions referenced in Permit (Project No. 90-501) issued by Adirondack Park Agency recorded 4/23/91 in Miscellaneous Liber 34 at page 173 in the St. Lawrence County Clerk's Office.

SUBJECT to grant of easements set forth in Option Agreement between St. Regis Paper Company and Clifton Ore Company Inc. dated 8/6/41 and recorded 9/4/41 in Liber 332 Cp 49 in the St. Lawrence Clerk's Office (amended by Liber 335 Cp 448 infra), as assigned by Liber 343 Cp 227.

SUBJECT to grant of easement and agreement in instrument between St. Regis Paper Company and Clifton Ore Company Inc. date 4/1/42 and recorded 4/16/42 in Liber 335 Cp 448 in the St. Lawrence County Clerk's Office (as assigned by Liber 343 Cp 227).

SUBJECT to grant of easement and agreement in instrument between St. Regis Paper Company and Clifton Ore Company Inc. dated 8/18/42 and recorded 8/24/42 in Liber 338 Cp 469 in the St. Lawrence County Clerk's Office.

SUBJECT to terms and conditions referenced in Permit (Project No. 83-153) issued by Adirondack Park Agency recorded 9/21/83 in miscellaneous Liber 30 at page 890 in the St. Lawrence County Clerk's Office.

SUBJECT to terms and conditions referenced in Permit (Project No. 83-212) issued by Adirondack Park Agency recorded 10/28/83 in miscellaneous Liber 30 at page 954 in the St. Lawrence County Clerk's Office.

SUBJECT to terms and conditions referenced in Permit (Project No. 84-162) issued by Adirondack Park Agency recorded 7/25/84 in miscellaneous Liber 31 at page 59 in the St. Lawrence County Clerk's Office.

SUBJECT to terms and conditions referenced in Permit (Project No. W84-25/84-131) issued by Adirondack Park Agency recorded 8/3/84 in miscellaneous Liber 31 at page 83 in the St. Lawrence County Clerk's Office.

SUBJECT to terms and conditions referenced in Permit (Project No.85-1087) issued by Adirondack Park Agency recorded 12/10/85 in miscellaneous Liber 31 at page 681 in the St. Lawrence County Clerk's Office.

EXCEPTING the lands described in a deed granted by St. Regis Paper Company to Clifton Ore Company, Inc. dated November 3, 1941 and recorded in the St. Lawrence County Clerk's Office April 8, 1942 in Book 335 of Deeds at page 388.

EXCEPTING the lands described in a deed granted by St. Regis Paper Company to Twin Falls Club, Inc. dated September 11, 1951 and recorded in the St. Lawrence County Clerk's Office June 23, 1952 in Book 494 of Deeds at page 527.

TOGETHER with the rights reserved by St. Regis Paper Company in a deed granted to Clifton Ore Company dated November 3, 1941 and recorded April 8, 1942 in Liber 335 Cp 388.

TOGETHER WITH AND EXCEPTING the lands acquired and conveyed by boundary line agreements:

a. Boundary line agreement between Edmund Chase, St. Regis Paper Company and Clifton Hunt Club, Inc. dated July 13, 1981 and recorded August 10, 1981 in Liber 960 Cp 941 in the St. Lawrence County Clerk's Office.

b. Boundary line agreement between Long Pond Club, Inc. and St. Regis Paper Company, Inc. dated April 11, 1983 and recorded May 2, 1983 in Liber 973 Cp 523 in the St. Lawrence County Clerk's Office.

SUBJECT to the mineral rights conveyed by the listed instruments:

a. Reservation of minerals and mineral rights in deed from George C. Clark, et al. to William H. Shannon dated January 23, 1906 and recorded January 26, 1906 in Liber 167-B Cp 1048 in the St. Lawrence County Clerk's Office.

b. Reservation of minerals and mineral rights in deed from Milo E. Woodcock, et al. to Robert W. Higbie Company recorded January 26, 1906 in Liber 167-A Cp 609 in the St. Lawrence County Clerk's Office.

c. Reservation of minerals and mineral rights in deed from Robert W. Higbie, et al. to Robert W. Higbie Company recorded January 26, 1906 in Liber 167-A Cp 611 in the St. Lawrence County Clerk's Office.

SUBJECT to the water power flooding easements granted to The Power Corporation of New York:

a. Robert W. Higbie Company, et al. dated January 12, 1925 and recorded January 28, 1925 in Liber 225 Cp 240.

b. Clarence A. Ludlum dated December 31, 1924 and recorded January 17, 1925 in Liber 225 Cp 181.

c. William H. Shannon dated December 31, 1924 and recorded January 17, 1925 in Liber 225 Cp 176.

SUBJECT to the transmission line easements granted to Northern New York Utilities, Inc. to the extent the easements still exist and are enforceable:

a. Robert W. Higbie Company, et al. dated January 12, 1925 and recorded January 28, 1925 in Liber 225 Cp 245.

b. Clarence A. Ludlum dated December 31, 1924 and recorded January 17, 1925 in Liber 225 Cp 183.

c. William H. Shannon dated December 31, 1924 and recorded January 17, 1925 in Liber 225 Cp 178.

Said rights were extended by Liber 347 Cp 425 and Liber 529 Cp 379.

SUBJECT to private road easement granted by St. Regis Paper Company to Clifton Ore Company, Inc. dated April 8, 1942 and recorded June 16, 1942 in Liber 336 p 452 to the extent the easement may still exist and be enforceable.

SUBJECT to right of way for a water pipe line in deed between St. Regis Paper Company and Twin Falls Club, Inc. dated September 11, 1951 and recorded June 23, 1952 in Liber 494 Cp 527 in the St. Lawrence County Clerk's Office.

FURTHER EXCEPTING from the above described premises the parcels more generally described as follows:

ALL THAT PIECE OR PARCEL OF LAND situate in Township 10, Great Tract 3, Macomb's Purchase, Town of Clare and the northwest 1/4 of Township 4, Great Tract 2, Macomb's Purchase, Town of Clifton, St. Lawrence County, State of New York, said parcel being generally bounded and described as follows:

BEGINNING at a point in the centerline of a road known as the Tooley Pond Road where the division line between the herein described parcel and lands now or formerly of John F. and Astasia Hammill intersect said centerline, said division line also being the division line between Lots 1 and 15 of the subdivision of the northerly half of the northwest 1/4 of said Township 10, said point being located southeasterly along said centerline approximately 4020 feet from its point of intersect with the centerline of St. Lawrence County Rt. 27 (Degrasse - Canton Rd.);

THENCE in a southeasterly direction along the centerline of Tooley Pond Road approximately 5132 feet to a point;

THENCE South 66° 54' East approximately 9084 feet to a point in the centerline of Tooley Pond Road;

THENCE in a southeasterly direction along the centerline of the Tooley Pond Road approximately 20577 feet to a point, said point being located northwesterly along said centerline approximately 1675 feet from its point of intersection with the centerline of the South Branch of the Grasse River;

THENCE continuing the following nine (9) courses and distances:

1) North 84° 58' East approximately 3841 feet to a point;
2) North 68° 17' East approximately 3926 feet to a point, said point being in the centerline at the end of a road;
3) Easterly and southeasterly along the centerline of said road as it winds and turns approximately 8956 feet to a point at the end of said road;
4) South 70° 41' East approximately 5807 feet to a point, said course crosses from the Town of Clare, Township 10, Great Tract 3 into the Town of Clifton, Township 4, Great Tract 2;
5) North 70° 25' East approximately 5209 feet to a point in the centerline of a road, said point being located northerly along said road approximately 2033 feet from the South Branch of the Grasse River;
6) South 49° 00' East approximately 2298 feet to a point in the centerline of another road;
7) Southeasterly along the centerline of the last mentioned road approximately 1287 feet to a point;
8) South 04° 39' East approximately 4955 feet to a point;
9) North 68° 21' East approximately 3589 feet to a point in the westerly line of lands now or formerly of Cranberry Lake Forestry, Inc., said point also being in the division line between the northwest one quarter and the northeast one quarter of said Township 4;

THENCE along lands now or formerly of Cranberry Lake Forestry and the division line between the northwest and northeast one quarter of Township 4 South 02° 06' West approximately 4316 feet to a point, said point being the southeasterly corner of the herein described parcel and the common easterly corner of Lots 20 and 21 of the subdivision of the west half of said Township 4;

THENCE along the lands now or formerly of Cranberry Lake Forestry and the division line between said Lots 20 and 21 South 89° 09' West approximately 5976 feet to a point in the centerline of a creek known as the Cook Pond Outlet;

THENCE, the following four (4) courses and distances:

1) Northerly and downstream along the Cook Pond Outlet as it winds and turns to its point of intersection with a road and continuing northerly along the centerline of said road for a total distance of approximately 3165 feet to a point;

2) South 83° 47' West approximately 4615 feet to a point;

3) North 72° 17' West approximately 4579 feet to a point in the division line between Township 4 of Great Tract 2, Town of Clifton and Township 10 of Great Tract 3, Town of Clare;

4) South 01° 05' East along said division line approximately 7371 feet to a point, said point being the southeast corner of Township 10 and the northeast corner of Township 13 of said Great Tract 3;

THENCE along lands now or formerly of Clerical Medical Forestry Limited in Township 13 and said division line between Townships 10 and 13 South 89° 19' West approximately 11374 feet to a point in the centerline of an old railroad bed;

THENCE along other lands of Grantor intended to be conveyed to Heartwood Forestland Fund III, L.P., by deed intended to be recorded immediately after this deed, the following nine (9) courses and distances:

1) Northerly along the centerline said railroad bed approximately 530 feet to a point;

2) North 55° 42' East approximately 2260 feet to a point;

3) North 83° 03' East approximately 1899 feet to a point in the end of a road;

4) Northeasterly along the centerline of said road as the same winds and turns approximately 6495 feet to a point in the centerline of the Tooley Pond Road;

5) Northwesterly along the centerline of the Tooley Pond Road approximately 9465 feet to a point where said centerline intersects a creek known as the Moose Head Pond Outlet;

6) South 79° 25' West approximately 5567 feet to a point in the centerline of a road, said point also being the terminus point of a right of way designated as No. 7;

7) North 36° 06' West approximately 7407 feet to a point in the centerline of a road, said point being the terminus point of a right of way designated as No. 6;

8) North 20° 54' West approximately 7993 feet to a point in the centerline of a road;

9) Northerly and northwesterly along the centerline of said road as the same winds and turns approximately 13845 feet to a point in the centerline of a road known as the Lake George Road, said centerline being a portion of the division line between the northerly and southerly half of the northwest one-quarter of Township 10;

THENCE along said centerline in Lots 31 and 34 of the subdivision of the northerly half of said northwest quarter North 87° 47' East approximately 4425 feet to a point in the center of the South Branch of the Grasse River;

THENCE in a generally northwesterly direction and going downstream along the centerline of said South Branch as the same winds and turns located on the south-westerly side of said centerline in Lots 15, 19, 20, 30, 31 and 34 of the subdivision of the northerly half of the northwest one-quarter of Township 10 approximately 12151 feet to a point in the southerly line of lands now or formerly of John F. and Astasia Hammill;

THENCE along said lands now or formerly of Hammill North 88° 50' East approximately 428 feet to the point or place of BEGINNING.

CONTAINING approximately 6154 acres.

ALL bearings are referenced to Grid North as per NYS plane coordinate system NAD27.

EXCEPTING from the above described parcel the following parcels of land;

1) ALL those parcels conveyed from the St. Regis Paper Company to the Twin Falls Club, Inc. by a deed dated September 11, 1951 and recorded in the St. Lawrence County Clerk's Office on June 23, 1952 in Liber of Deeds 494 at Page 527, said three parcels consisting of a 28 acre parcel, a 0.5 acre parcel and a 20 foot wide right of way for a pipe line from the 0.5 acre piece to the 28 acre piece;

2) ALL that piece or parcel conveyed from Ruth T. Fesko to Eric Schisler by a deed dated August 16, 1984
and recorded in the St. Lawrence County Clerk's Office on October 1, 1984 in Liber of Deeds 985 at Page 88, said parcel containing 12.55 acres and is what remains of the Village of Clarksboro.

It being the intent of this instrument to convey approximately 6113 acres in fee, contained within the bove described parcel.

The above described parcel being a portion of lands conveyed from the Robert W. Higbie Company to St. Regis Paper Company by a deed dated January 12, 1925 and recorded in the St. Lawrence County Clerk's Office on February 7, 1925 in Liber of Deeds 225 at Page 308 and

being a portion of lands conveyed from William H. Shannon to St. Regis Paper Company by a deed dated January 9, 1925 and recorded in the St. Lawrence County Clerk's Office on February 7, 1925 in Liber of Deeds 225 at Page 305.

All as shown on the following map filed in the St. Lawrence County Clerk's Office on June 28, 1999 as Instrument No. 1999-12815, in Envelope 385B (hereinafter "Project Map"):

> "Map showing Champion International Corporation Lands known as Tooley Pond Tract designated as Project: St. Lawrence 239", revised June 25, 1999, by Robin A. Disbro, Assistant Land Surveyor II, filed in the Department of Environmental Conservation in Albany, New York, as Map No. 11,536;

ALSO, ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate in the Town of Brasher, County of St. Lawrence, and State of New York, being on the northwest side of the highway leading from Helena to Brasher Center on the east side of the St. Regis River and bounded as follows: northerly by the bank of the St. Regis River at low water mark as it winds and turns and on the east side of the river from the Old Hastings Falls Mill property and a part of said property; easterly by the lands now or formerly owned by Herman Perry and described in a deed recorded in St. Lawrence County Clerk's Office in 121 C. of Deeds on page 482; southerly by the center of the "the" highway leading from Helena to Brasher Center; westerly by the lands now or formerly owned by Geo. Vice and in a deed recorded in the St. Lawrence County Clerk's Office in Liber 114 B. at page 594. The above described property contains about eight acres of land and water more or less.

Also, one acre of land on the west side of St. Regis River in Town and County aforesaid, being part of the Hastings Falls Mill property reserved in a deed from E. S. Crapser and wife in November, 1888 and described in said deed as follows:

EXCEPTING AND RESERVING from the said lands above described, one acre thereof at the easterly end of said first mentioned highway and adjoining said river to be land out in such form as said Crapser, his heirs and assigns, shall choose and being the same premises conveyed to the party of the first part by Elizabeth M. Crapser by deed dated July 21, 1904, and "and" recorded in the County Clerk's Office of St. Lawrence County in Liber 1165 A., page 604. Being the same property conveyed by Lamott L. Pierce and wife to Charles H. Remington, Harry C. Smith and Frank A. Fletcher by deed dated March 4, 1905, and recorded in St. Lawrence County Clerk's Office April 7, 1905, in Book 165 B. of Deeds, page 1253.

Also all the water and flowage rights formerly owned by Elizabeth M. Crapser and now owned by the party of the first part connected with the Hastings Falls Water Property so called in the Town of Brasher, County of St. Lawrence and State of New York. This is intended to convey any and all flowage rights which the party of the first, the said Elizabeth M. Crapser and any of the children of the late E. S. Crapser own and which are connected with the Hastings Falls

Water Power and being the same right and premises conveyed to the party of the first part by Elizabeth M. Crapser by deed dated September 1, 1904, and recorded in the County Clerk's Office of St. Lawrence County in Liber 165 C. at page 1358. Being the same property conveyed to Charles H. Remington, Harry C. Smith and Frank A. Fletcher by deed dated January 28, 1905, and recorded in the St. Lawrence County Clerk's Office April 7, 1905, in Book 165 B. of Deeds at page 1251.

Proceeding 5963
DEPARTMENT OF ENVIRONMENTAL
CONSERVATION
Northern Flow Rivers
Franklin 231B

CONSERVATION EASEMENT

This Indenture, made this 30th day of June 1999, between **THE CONSERVATION FUND** having its principal office at 1800 North Kent Street, Suite 1120, Arlington, Virginia, 22209-2156, 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 50 Wolf Road, Albany, New York 12233-0001, Grantee.

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

WHEREAS, the Protected Property is shown on the following maps intended to be filed in the Office of the Clerk of the County listed thereon, prior to the recording of this Conservation Easement, hereinafter referred to as "Maps of the Protected Property":

1. "Map showing a portion of Lands of Champion International Corporation "The Northern Flow Rivers" designated as Project: Franklin 231 A & B", dated June 23 and June 24, 1999, by Robert A. Morrell, LLS, containing nine sheets, and filed in the Department of Environmental Conservation in Albany, New York, as Map No. 11,534, filed in the Franklin County Clerk's Office on June 28, 1999 as Instrument No. 1661;
2. "Map showing former Champion International Corporation Lands being a portion of lands known as Santa Clara Tract designated as

Project: St. Lawrence 246", dated June 28, 1999, by Mark T. Effley, Assistant Land Surveyor II, filed in the Department of Environmental Conservation in Albany, New York, as Map No. 11,537, filed in the St. Lawrence County Clerk's Office on June 28, 1999 as Instrument No. 1662;

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

WHEREAS, the Protected Property in its present natural condition has substantial and significant natural resources value by reason of the fact that it has historically been managed for silvicultural purposes and for the production of timber, and that it has not been subject to any extensive development; and

WHEREAS, the Department of Environmental Conservation desires to implement the Environmental Conservation Law in a way that encourages various forms of public recreation upon the subject lands, protects the subject lands from excessive subdivision and development, and ensures that the subject lands continue to contribute to the forest products industry; and

WHEREAS, the Adirondack 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 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 Environmental Conservation Law, the Grantee has determined it to be desirable and beneficial and has requested the Grantor, for itself and its successors and assigns, to grant a Conservation Easement to the Grantee in order to limit the future development of the Protected Property while encouraging compatible uses consistent with the statement of purposes of the grant below;

PURPOSE OF THE GRANT

Grantor its agents, assigns and successors-in-interest and Grantee acknowledge the Purposes of this Easement are as follows (hereinafter "Purposes of this Grant"):

1). The principle objective of this Easement is to perpetuate, as a sustainable working forest, the productive forest resources on the Protected Property ; to encourage the long-term, professional management of those forest resources; and to facilitate the biologically and economically sustainable production of forest resources while minimizing the impacts on water quality, scenic benefits, wildlife habitat, recreational and other conservation values.

2). The second objective of the Easement is to conserve the wildlife habitat and other natural resource features associated with the Protected Property, especially the diversity of forest types and conditions.

3). The third objective of the Easement is to provide opportunities for Public Recreation in a manner that is consistent with the forest management and resource conservation purposes outlined above.

WHEREAS, by this deed and deeds and conservation easements of even date hereof, Grantor is conveying to Grantee fee title and conservation easements over lands in Lewis,

Herkimer, St. Lawrence and Franklin Counties, for a total consideration of TWENTY-FOUR MILLION NINE HUNDRED NINETY-SEVEN THOUSAND AND NO/100 DOLLARS ($24,997,000.00);

NOW, THEREFOR, Grantor, for said total consideration of $24,997,000.00, lawful money of the United States, paid by the Grantee, receipt of which is hereby acknowledged, grants, conveys and releases to the Grantee and its successors forever for the benefit of the Grantee, an easement in perpetuity pursuant to Article 49, Title 3 of the Environmental Conservation Law in, on, over, under and upon the Protected Property consisting of entry, inspection and limited public recreational access and use, as hereinafter more fully described together with the DECLARATION OF RESTRICTIONS as hereinafter delineated and enumerated in the Section of that name, which restrictions the Grantor hereby imposes upon the Protected Property in perpetuity.

The Grantor, however, reserves to itself and its successors and assigns the rights hereinafter more fully set forth in the Section captioned RESERVED RIGHTS along with all rights as fee owner including the right to use the property for all purposes not inconsistent with this Easement.

AFFIRMATIVE RIGHTS

Those rights agreed to by the parties herein as running with the Protected Property are more fully described as follows:

1). The Grantor grants to the Grantee, its successors and assigns, the right to view the Protected Property in its current state.

2). The Grantor grants to the Grantee, its successors and assigns, rights of access to the Protected Property including the right of access for administrative purposes and the right of

public access for recreational purposes only, subject to the TERMS AND CONDITIONS and RESERVED RIGHTS set forth herein.

3). The Grantor grants to the Grantee, its successors and assigns, the right and responsibility to manage the public on the Protected Property in accordance with the purposes of this Easement, the Land Management Plan, as defined in the TERMS AND CONDITIONS of this Easement, and operable laws and regulations administered by the State of New York.

4). The Grantor grants to the Grantee, its successors and assigns, a right of public access for recreational purposes, to include the following:

(a). Public access to and over the Protected Property by foot, bicycle or other non-motorized means including hiking, snowshoes, cross-country skiing, mechanized aids for persons with disabilities, and/or horseback. The use of horses or other similar animals for riding or transportation of supplies is permitted.

(b). Public access to and over the Protected Property by canoe and other waterborne travel by the public on any streams or bodies of water crossing or situated on the Protected Property.

(c). Public Access over specifically designated Motorized Access Corridors by motor vehicle or other mechanized means. As used herein, the term "motorized access" includes access by motor vehicle, snowmobile, all terrain vehicle, or other mechanized recreational vehicle. Only those Motorized Access Corridors which have been designated in the Land Management Plan and which have been specifically marked for the type of motorized vehicular travel permitted shall be available for public recreational access. The Grantee is responsible for all necessary signs indicating the specific corridors which

may be opened for public motorized access and the type of motorized access (e.g. motor vehicle, snowmobile, all terrain vehicle) permitted upon said specific corridors. Notwithstanding the foregoing, prior to the adoption of the Land Management Plan, the public may use Rifle Season Primary Access Corridors, as defined under TERMS AND CONDITIONS, for access by motor vehicle to the adjoining forest preserve lands owned by Grantee. The Rifle Season Primary Access Corridors are delineated on the Maps of the Protected Property.

The motorized public access provided for above is subject to the RESERVED RIGHTS of Grantor, including the right to close Motorized Access Corridors to public use in the manner and for the reasons specifically provided for in the RESERVED RIGHTS and TERMS AND CONDITIONS Sections of this Easement.

5). Grantee, its successors and assigns, shall have the right to construct and maintain new trails for foot, bicycle, or horseback travel by the public, to construct and maintain new parking lots, and to construct and maintain new Motorized Access Corridors in addition to those which may already exist on the Protected Property, so as long as such trails, parking lots, or roads do not interfere with the Grantor's Reserved Right of Forest Management, and as are provided for in Grantee's Land Management Plan or have been otherwise approved by Grantor, approval not unreasonably withheld. Any timber removed by the construction of these roads, trails or parking lots shall belong to the Grantor. Grantor shall be given reasonable time to remove such timber.

6). The Grantee, its successors and assigns, shall have the right to utilize on-site gravel in furtherance of Grantee's AFFIRMATIVE RIGHTS under this Easement, subject to the

approval of the Grantor with regard to the location from which said gravel may be removed as described in the RESERVED RIGHTS Section of this Easement. The siting of said gravel removal area shall comply with all applicable laws and regulations. Grantor's approval of the siting of the gravel removal area shall not be unreasonably withheld.

7). The Grantee, its successors and assigns, shall have the right to permit camping by the public in the same manner as currently regulated (or to be regulated) on State lands, provided, however, that designated camping sites shall be delineated in the Land Management Plan.

8). The Grantee, its successors and assigns, shall have the right to permit the public to build fires for cooking, warmth or smudge only with firewood gathered from on-site dead and downed trees. Open fires will be regulated in the same manner as on Forest Preserve.

9). The Grantee, its successors and assigns, shall have the right to permit the public to hunt, fish and trap in accordance with established New York State seasons, applicable rules and regulations and the RESERVED RIGHTS section of this Easement.

10). The Grantee, its successors and assigns, shall have the right and responsibility to manage the fish and wildlife resources on the Protected Property in accordance with regulations or other generally accepted standards for the long term use and benefit of the public within this Easement's "Purposes of this Grant" Section.

11). Grantee, its successors and assigns, shall have the right and responsibility to take any emergency action necessary in response to natural disaster, environmental hazard or threats to human safety to preserve the Protected Property and protect the public in response to natural disaster, environmental hazard or threats to human

safety. The Grantor shall be immediately notified and consulted with regards to any such emergency action.

12). Grantee, its successors and assigns, shall have the right to enter the Protected Property at all reasonable times and with prior notice for the purpose of:

(a). Inspecting the Protected Property to determine if the Grantor is complying with the covenants and purposes of this Conservation Easement.

(b). Enforcing the terms of the Conservation Easement.

(c). Taking any and all legal actions with respect to the Protected Property as may be necessary or appropriate to remedy or abate violations hereof.

13). Grantee, its successors and assigns, shall have the right with the consent of Grantor, to construct, use, repair, maintain, improve, demolish, replace, expand or extend lean-tos, cabins or other structures designed to facilitate public recreation and management of the Protected Property subject to applicable laws and regulations and the provisions of the Land Management Plan. Should said structures no longer serve their intended purpose, Grantee shall remove such structures within two (2) years.

14). The public access granted herein shall be limited by Grantor's Reserved Rights to, among other things, conduct forest management activities (including the designation of closure zones); access and maintain principal buildings, structures and uses set forth in APA Permit No. 98-313 per subdivided parcel and the forestry use structures provided for in the RESERVED RIGHTS Section of this Easement;

exclude the public from one-acre tracts as provided for in paragrapn nine (9) of the RESERVED RIGHTS Section of this Easement; and to exercise exclusive hunting rights on leased lands as provided for in paragraph seven (7) of the RESERVED RIGHTS Section of this Easement.

RESERVED RIGHTS

Notwithstanding the foregoing, the Grantor reserves to itself, its successors, lessees, invitees, contractors, agents and assigns the following rights with regard to the Protected Property:

1). The right to conduct commercial forestry activities related to the management of forest resources and harvesting of timber and other forest products in a manner consistent with the RESERVED RIGHTS and TERMS AND CONDITIONS of this Easement. Forest management and harvesting activities, as defined herein, shall be performed, to the extent reasonably practicable, to meet the following objectives and conditions:

(a) Objectives:

(i) To perpetuate as a sustainable working forest the productive forest resources on the Protected Property.

(ii) To encourage the long-term, professional management of the forest resources.

(iii) To facilitate the biologically and economically sustainable production of forest resources while minimizing the impacts on water quality, scenic

benefits, wildlife habitat, recreational and other conservation values.

(b). Conditions:

(iv) To conduct forest management and harvest activities on the protected property in accordance with sound and generally accepted silvicultural standards at the time of harvest.

(v) To follow a written Forest Management Plan the goals of which will be consistent with the objectives above.

(vi) To implement the management plan under the supervision of a professional forester possessing a bachelor of science degree in forestry from an education institute with a forestry curriculum accredited by the Society of American Foresters.

2). The exclusive right to construct, install or place new forestry use structures as defined by the Adirondack Park Agency and new accessory structures customarily incidental and subordinate to forestry use activities, provided any such structures are specified in the Forest Management Plan or otherwise agreed upon by Grantor and Grantee, said consent not to be unreasonably withheld. Any such structures are subject to review and approval pursuant to all laws and regulations applicable at that time by those regulatory agencies vested with such jurisdictional authority.

3). Grantor, its successors and assigns, reserves the right to place one forest products concentration yard, encompassing not more than ten (10) acres in size on

each of the three large tracts [Tooley Pond, Santa Clara, Croghan] making up the Protected Property as identified on Maps of the Protected Property and as set forth in APA Permit No. 98-313. Grantor further reserves the right to construct one (1) commercial saw mill on the Protected Property. The location of said commercial saw mill shall be identified on the Maps of the Protected Property and as set forth in APA Permit No. 98-313. The area disturbed by said sawmill shall not exceed ten (10) acres in size. Nothing contained herein should be construed to remove the necessity of obtaining any permits or approvals otherwise required by law.

4). Grantor, its successors and assigns, reserves the right to subdivide the Protected Property into a maximum of thirteen individual parcels, the approximate boundaries of which are outlined on the Maps of the Protected Property and as set forth in APA Permit No. 98-313. Each of the thirteen parcels will have set aside a five (5) acre development site to be excluded from the public recreation rights provided for herein. Grantor reserves the right to post such areas as restricted from public use. The approximate location of these five (5) acre development sites and the principal buildings, structures and uses are set forth on the Maps of the Protected Property and identified in APA Permit No. 98-313. The five (5) acre development sites shall not be configured in a manner which restricts access on roads or trails which would otherwise be available to Grantee. Each five (5) acre development site will be allowed two (2) principal buildings and accessory structures determined necessary by Grantor to compliment the land use. One of the principal buildings on each of the five acre development sites shall be either a single family dwelling, a private hunting and fishing club structure, or a private research, educational and/or administrative building associated with forestry and/or recreational use which also

contains permanent and/or transient living quarters. A second principal building on each development site shall be limited to either a caretaker's residence or a guest cottage. In no event shall the two principal buildings on each site exceed 6,000 square feet in the aggregate. Except for administrative purposes associated with forestry, only non-commercial uses will be associated with each development site. Grantor further reserves the right to construct a one-story boathouse on Lake Ozonia, parcel 53, Town of Santa Clara subject to APA Permit No. 98-313. It is acknowledged that APA Permit No. 98-313 governs the final location of any new structure. The five (5) acre limitation to each development area shall not apply to water and sewer facilities in the event the Adirondack Park Agency determines that additional contiguous space is needed for those services to accommodate the proposed use. No such limited use of additional area beyond the five (5) acre development site will impede the public recreational opportunities provided pursuant to this Conservation Easement. Any structure on the Protected Property determined to be of historic significance pursuant to Section 14.09 of the New York State Historic Preservation Act of 1980 shall not be considered as one of the principal buildings, structures or uses set forth in APA Permit No. 98-313, unless Grantor elects to utilize such historic structure as one of its principal buildings upon a particular subdivided parcel. Any historic structure which Grantor is required to preserve, but which is not used as an allowed principal building, may not be occupied for any purpose.

5) The right to lease the protected lands to existing or successor Hunting and Fishing Clubs for a period of fifteen years from closing and the right to let, occupy, use, repair maintain, demolish, vacate, but not expand or extend, hunting and fishing

camps for a period of fifteen years from closing. "Hunting and Fishing Camps" shall be defined as existing structures, including associated outbuildings, located on the Protected Property which are owned by individuals or organizations for hunting, fishing and trapping purposes pursuant to leases granted by Champion International Corporation. Within three (3) years after the termination of this reservation, it shall be the responsibility of the Grantor to acquire the legal authority and implement removal or demolition of all such Hunting and Fishing Camps, buildings, outbuildings, lessee postings and refuse which exist on the property at the time by burning and burying the rubble subject to existing laws and regulations.

6). Grantor reserves the right to allow, at it's sole discretion, Hunting and Fishing Camps currently located on the Forest Preserve lands to be relocated to the Protected Property, where existing leases encumber lands that are both partly on the Protected Property and partly on adjoining Forest Preserve lands. The siting of the new location for such camps shall be subject to the DECLARATION OF RESTRICTIONS herein and consent of the Grantee, which consent shall not be unreasonably withheld. Any such relocated Hunting and Fishing Camp must be the same size as the original, and constructed and located in a manner which is in full compliance with federal, state and local laws and regulations. All other provisions of this Conservation Easement shall govern the use and occupancy of the relocated Hunting and Fishing Camps.

7). The Grantor, its successors, assigns, lessees and invitees reserves the exclusive right to hunt during the period of September 1 through December 31 of each year for a period of 15 years from closing, subject to applicable laws and regulations. The

reserved hunting rights permit the exclusive right to post all hunting boundaries consistent with the hunting rights reserved herein and the applicable posting laws. Grantor or its agents can assign any such posting rights to its lessees.

During the period of September 1 through December 31, 1999 any and all public use of the Protected Property shall be prohibited with the exception of roads or trails designated as Rifle Season Public Access Corridors on Maps of the Protected Property. During the rifle season for white tail deer within the remaining period of 15 years from closing, any and all public use of the Protected Property shall be prohibited with the exception of roads or trails designated as Rifle Season Public Access Corridors in Maps of the Protected Property or in the Land Management Plan. Grantee shall erect signs, gates, fences or barriers as may be necessary to carry out limitations on public use as set forth in this paragraph. Grantee shall enforce said restrictions on public use through the use of signage and gates. It is mutually understood that the "rifle season for white tail deer" shall not be interpreted to include muzzle loading rifle season.

8). Where practicable, Grantor agrees to first offer any vacated existing leases to those lessees previously occupying lands entirely acquired by the State in fee simple.

9). Grantor reserves the right to exclude from the public recreation rights provided for herein, including the right to post such areas as restricted from public use, a one (1) acre area surrounding each of the leased Hunting and Fishing Camps. The one (1) acre area surrounding each leased Hunting and Fishing Camp shall not be configured in a manner which restricts access on roads or trails which would otherwise be available to Grantee. Furthermore, Grantor reserves the right for its

lessees to access leased lands and camps on the Protected Property across existing roads closed to the public where the primary and secondary public corridors are inadequate. The one (1) acre area around each leased Hunting and Fishing Camp authorized herein shall be excluded from public use throughout the year during the fifteen (15) year period during which such camps are authorized, any seasonal limitation on hunting rights notwithstanding. In cases where multiple Hunting and Fishing Camps are located in close proximity to each other, a common area equal to one acre per Hunting and Fishing Camp may be excluded from public use under the terms of this paragraph.

10). Grantor reserves the right to use, repair, maintain, improve, correct, upgrade or otherwise relocate any and all existing trails, paths and roadways on the Protected Property and to construct such new roads and trails as are necessary for the implementation of the Grantor's reserved right to harvest forest products, or to gain access to other lands of the Grantor subject to the TERMS AND CONDITIONS of this Easement.

11). Grantor reserves the right to utilize on-site gravel under this Easement. Grantor further retains the right to designate the location from which Grantee may remove gravel, provided that such location is within a reasonable distance of Grantee's proposed use of said gravel. All such gravel or borrow pits located on the Protected Property shall be maintained in such a way as to minimize the adverse effects of open pit mining and shall be operated in accordance with all applicable laws and regulations. No gravel pits may be located within Forest Management

Buffer Areas as described in this Easement or within 100 feet of any State or local highway.

12). Grantor reserves the right to clear for reforestation; to plant trees in non-forested areas; to reforest, plant, grow and harvest forest products and other vegetation; to clear or restore forest cover damaged or destroyed by fire, water or natural disaster; to selectively prune or trim trees; to harvest, selectively prune or trim foliage and other vegetation; to harvest forest products with domestic animals or mechanical equipment; and maintain existing field and meadows. Harvesting shall include, but not be limited to, the removal of forest products such as trees, logs, poles, posts, pulpwood, firewood, chips, seeds, pinestraw, stumps, seed cones, shrubs, lesser vegetation, and all sugar maple products. The harvesting and removal of any and all forest products as herein described shall be permissible by any and all current and future harvesting and removal techniques allowable under the law. All harvesting and related activities shall be conducted in accordance with any applicable laws, rules and regulations of any governmental agency having jurisdiction. In conjunction with such forestry use, the Grantor reserves the right to apply, consistent with applicable statutes and regulations, any herbicides, pesticides, fungicides, rodenticides and insecticides as may be appropriate. The Grantor shall have the right to practice all accepted forest management practices allowable under the law to the extent permitted under the terms of this Easement.

13). Grantor reserves the right to trim, cut, remove, use for firewood or otherwise dispose of any trees or vegetation which are diseased, rotten, damaged or fallen, or that are safety or health hazards; to trim, cut, remove or otherwise dispose of any

trees or vegetation as is necessary to maintain existing fire lanes, footpaths, roadways and utility rights-of-ways.

14). Grantor reserves the right to take any action necessary to preserve water levels, to preserve the natural purity of the water, or to prevent the erosion of any slope or shoreline on the Protected Property, provided the written consent of the Grantee is first obtained, and any appropriate regulatory approvals are obtained. Consent of Grantee is not necessary when actions are taken pursuant to silvicultural activities permitted under this Easement or in cases of emergencies. Grantor shall immediately notify Grantee of any actions taken in an emergency situation.

15). Grantor reserves the right to use, maintain and repair existing trails and roads and to build new trails and roads for its use in the furtherance of Grantor's Reserved Rights. New roads and trails may be made available to the public through revision of the Land Management Plan; specific uses of these new roads and trails by the public shall also be addressed in the Land Management Plan.

16). Grantor reserves the right to build, maintain and repair roads which create access over, through, and across the Protected Property to other properties now or hereafter owned by Grantor, together with the right of Grantor to grant to its successors and assigns the rights of ingress and egress, for any lawful use, over, on and through such roads for access to adjoining properties. Provided, however, that any roads which provide access to adjacent lands now owned, or hereafter acquired by the Grantor, shall be routed across the Protected Property by a reasonably direct route that is practical and feasible so as to lessen the impact on natural resources or the recreational rights available on the Protected Property. Said rights shall also

include the right of Grantor to work with adjoining landowners in granting reciprocal rights of ingress and egress for the exclusive purpose of forest management activities and the hauling of forest products.

17). Grantor reserves the right to install gates or other barriers and otherwise prohibit motorized public access to any roads over which the public has not been granted a right of use pursuant to this Easement. In the event that the Grantor installs any gates on the property where permitted, the Grantee shall be given the necessary keys to open all gates for administrative use by the Grantee, its officers, employees and agents.

18). Grantor reserves the right to take emergency action to preserve and protect Grantor's Reserved Rights in response to natural disaster, environmental hazards, or threats to human safety.

19). Grantor reserves the right to use all recreational rights under the same guidelines and restrictions as the public.

20). Grantor reserves the right to give, sell, assign, lease, or otherwise transfer the Protected Property by operation of law, by deed, or by indenture, subject and subordinate to this Easement. Grantor also reserves the right to give, sell, assign, lease, or otherwise transfer the Grantor's Reserved Rights by operation of law, by deed, or by indenture, subject and subordinate to this Easement.

21). Grantor reserves all rights as fee owner to the Protected Property, including the right to use the Property for all purposes not inconsistent with, or limited by, this grant of Easement.

22). Grantor reserves the right to prohibit or otherwise restrict, public access to limited areas of the Protected Property that are being actively logged by designating the active logging areas a "Logging Operation Closure Zone." The restriction upon public access to such Logging Operation Closure Zone shall be limited to those areas being actively logged and shall be effective only for those periods during which the area is being actively logged and, unless mutually agreed upon by the parties, any such closure shall not exceed twenty four (24) months in duration. No closure or other access restriction implemented pursuant to this provision shall apply to Rifle Season Primary Access Corridors or Primary Access Corridors as defined in the TERMS AND CONDITIONS of this Easement. The closure rights set forth herein with regard to the public and its exercise of recreational use are intended to apply both to motorized and non-motorized access, subject to the exemption from closure of any Primary Access Corridor. Grantor shall inform Grantee of proposed Logging Operation Closure Zones in writing no less than 30 days prior to closure and Grantor shall use all best efforts to predict future Logging Operation Closure Zones in the Forest Management Plan or Annual Work Plan. No more than 10% of the Protected Property can be closed at any one time under this closure zone provision. Grantor shall be responsible for the posting and marking of areas subject to closure under this provision.

TERMS AND CONDITIONS

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

1). In order to provide for the safe and reasonable cooperative use of the Protected Property, the parties agree to:

(a) Grantee will prepare a Land Management Plan, as amended or revised from time to time, which will be subject to review and approval by Grantor with respect to the lands encumbered by this Easement, which approval shall not be unreasonably withheld. Said Land Management Plan shall incorporate the AFFIRMATIVE RIGHTS set forth in this Easement and only those rights and privileges herein granted to the public unless others are agreed upon by the Grantee and Grantor.

(b) Grantor will prepare a Forest Management Plan which will be subject to review and approval by Grantee, which approval shall not be unreasonably withheld. Said Forest Management Plan shall address, at a minimum, those elements set forth in paragraphs 2, 3 and 4 below (see also Addendum B). Prior to completion of the plan, Grantor may prepare an Interim Forest Management Plan for salvage work which will also require approval of Grantee, which approval will not be unreasonably withheld.

2). Grantor and Grantee acknowledge the vital importance of the forest resources on the Protected Property. Grantor agrees to implement its forest management activities, to the extent reasonably practicable, to meet the following objectives and conditions:

(a) Objectives:

(i) To perpetuate as a sustainable working forest the productive forest resources on the Protected Property.

(ii) To encourage the long-term, professional management of the forest resources.

(iii) To facilitate the biologically and economically sustainable production of forest resources while minimizing the impacts on water quality, scenic benefits, wildlife habitat, recreational and other conservation values.

(b). Conditions:

(iv) To conduct forest management and harvest activities on the protected property in accordance with sound and generally accepted silvicultural standards at the time of harvest.

(v) To follow a written Forest Management Plan the goals of which will be consistent with the objectives above.

(vi) To implement the management plan under the supervision of a professional forester possessing a bachelor of science degree in forestry from an education institute with a forestry curriculum accredited by the Society of American Foresters.

The Forest Management Plan shall be consistent with the Objectives and Conditions above and shall guide the silvicultural activities on the Protected Property. The Forest Management Plan shall include, as a minimum:

(a) Grantor's forest management objectives;

(b) Forest stand descriptions and locations at a level of detail feasible for operations pursuant to this Easement, including species composition, stocking levels, site classes and volumes and, where available soil types;

(c) Forest-type map showing topographic and hydrographic features, forest stands, roads, planned roads and other improvements, scale, and north arrow;

(d) Strategies to protect threatened or endangered species, unique habitats or cultural and archaeological sites, and forested wetland and streamside buffers that are identified in the Report of Physical Inspection of the Protected Property required under the TERMS AND CONDITIONS Section of this Easement and subsequent biological and cultural inventories conducted by the Grantee;

(e) Description of management actions and silvicultural practices to be employed to accomplish the stated management objectives.

3). The Forest Management Plan required under the TERMS AND CONDITIONS Section of this Easement shall be written not to exceed a 15 year period with an update required at no later than ten year intervals. The plan will be provided to the Grantee for review as to compliance with this Easement. On an annual basis, the Grantor and Grantee will meet to review proposed Annual Work Plans and review activities completed in the previous year. Forest management activities shall be

guided by the current generally accepted silvicultural standards and guidelines as such standards evolve over time. Some examples of current silvicultural guidelines are: "a Silvicultural Guide for Spruce-Fir in the Northeast" by Frank and Bjorkbom; "Silvicultural Guide for Northern Hardwood Types in the Northeast" by Leak, Solomon and Debald; "A Silvicultural Guide for White Pine in the Northeast" by Lancaster and Leak; "Unevenaged Management of Northern Hardwoods in New England" by Leak and Filip. This is not intended to be an exhaustive list. Other publications may be utilized as they become available. The "Summary of Silvicultural Options by Type Class" (Addendum C) describes acceptable silvicultural practices so long as they are employed consistently with the silvicultural guidelines noted above.

4). The Grantor recognizes the importance of following sound and generally accepted silvicultural standards and restrictions to the extent reasonably practicable including the following:

(a) Timber Harvesting: The harvesting and removal of forest products as herein described shall be conducted under the supervision of a professional forester possessing a bachelor of science degree in forestry from an education institute with a forestry curriculum accredited by the Society of American Foresters, and be guided by New York State Department of Environmental Conservation Timber Harvesting Guidelines for New York, LF-P815, or its successor. All harvesting and related activities shall be conducted in accordance with all applicable local, state and federal laws, rules and regulations. Prior to any harvest, an analysis of the area to be harvested shall be completed and a silvicultural prescription and cutting plan shall be developed.

(b) Forest Management Buffer Areas: Lakes, Ponds, Bogs Buffer -No forest management activities may take place within this Buffer Area, which is defined as all land 100 feet from the high water mark of all lakes, ponds and bogs, except under the following conditions:

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

(ii) proposed activities are upon mutual agreement of both parties as provided for in the management plan development process; and

(iii) such activities are planned and supervised by a professional forester, as defined previously in this document, in consultation with a habitat biologist; and

(iv) such activities are guided by the current New York State Department of Environmental Conservation Timber Harvesting Guidelines for New York, LF-P815, or its successor, and other applicable standards as set forth herein.

Streams, Rivers, Wetlands Buffer – Forest Management along streams, rivers or in forested wetlands must meet or exceed currently accepted silvicultural best management practices.

Visual and Auditory Buffer – Visual and auditory impacts of tree harvesting shall be minimized within one-half mile of wild, scenic or recreational rivers. No timber harvesting or road building activities

shall take place within one-half mile of the banks of Oswegatchie, Grasse, St. Regis and Deer Rivers from May 1 to October 15 of each year except as provided for and justified in the Forest Management Plan. The purpose of this provision is to minimize visual and auditory impacts upon recreational users of river corridors and to minimize adverse environmental impacts upon such corridors.

(c) Forested Wetlands: Forest Management activities in the boreal wetland areas will be consistent with generally accepted silvicultural guidelines such as "A Silvicultural Guide for Spruce-Fir in the Northeast" by Robert Frank and John Bjorkbom.

(d) Regeneration Standards: Stand density shall not be reduced below the C-line of the appropriate silvicultural guides for the forest type being treated unless one of the following conditions are met:

(i) Sufficient regeneration is present. Regeneration shall be deemed sufficient if Grantee and Grantor agree that field sampling and observation show sufficient regeneration is present as referenced in the appropriate current silvicultural guide.

(ii) In those stands where insufficient regeneration is present, but the species and site conditions, by mutual agreement of the Grantee and Grantor, warrant a

regeneration harvest to promote the establishment and growth of desirable regeneration. In both instances, the Forest Management Plan and Annual Work Plan will outline those types and subsequent stands to be treated with harvests that create residual stand stocking under C-line stocking.

(e) Harvesting Restrictions: The following restrictions are designed to create a sustained yield of forest products and prevent liquidation harvest practices --

(i) No clear-cut, as defined by the Adirondack Park Agency, will exceed 25 acres in area (size).

(ii) Any clear cut must be in compliance with Adirondack Park Agency laws, rules and regulations, all other applicable laws, and regulations, and consistent with generally accepted silvicultural guidelines.

(iii) The grantor agrees to restrict harvest levels to a volume that does not exceed 70% of the periodic annual growth[1] on growing stock trees in accordance

[1]Periodic Annual Growth for the purposes of this Easement shall be defined as: The total volume of wood produced by all growing stock trees in the forest net the losses attributable to mortality. The percentage of periodic growth referred to in paragraph (e) (iii) above shall be interpreted as a percentage of the periodic growth of all properties subject to this Easement that are under common ownership at the time of harvest. Periodic annual growth shall be calculated as an average for a ten year period. Allowable cut would be monitored and tracked over ten year intervals to reflect the ability of managers to address market, weather, and other management considerations on an annual basis. Managers would either increase or decrease the harvest on an annual basis to fall within the allowable cut parameters for a ten year period. Annual harvest targets and growth information would be presented in the Annual Work Plan. Growing stock is defined by the USDA Forest Service Forest Inventory and Analysis as all trees of commercial species found in the seedling, sapling, poletimber, and sawtimber size classes.

with the United States Department of Agriculture Forest Service Forest Inventory Analysis (1995) (USDA FS FIA). This restriction shall remain in force for 20 years from the date of this grant.

(iv) The Grantor and Grantee shall review harvest levels after 10 years to determine if the level should be adjusted to reflect forest stocking levels at that time.

(v) Harvest levels after the initial 20 year period shall be restricted to periodic annual growth on growing stock trees.

(f) Roads and Trails: No roads, trails or timber landing yards may be located within one hundred (100) feet of any State or local highway, except at existing access points where existing landings meet or exceed Best Management Practices and are acceptable to Grantee, or designated points mutually agreed upon which will provide required access to public highways. Grantor may maintain, repair and construct trails and roads on the Protected Property necessary for uses permitted herein, provided that any landing yard may not be located within the Forest Management Buffer Areas. Any grading or change in topography necessary for roads and trails shall blend into the natural topography of the Protected Property and be limited to the minimum necessary for the uses permitted under this Easement. Mining activities are allowed for non-commercial

sand and gravel extraction for use by Grantor and Grantee for on-site road construction and maintenance. No new mining operations may be located in the Forest Management Buffer areas or within 100 feet of any state or local highway.

5). Grantor acknowledges the vital importance of the road and trail systems upon the Protected Property to the exercise of the Affirmative Rights of Grantee. Grantee acknowledges the vital importance of the road and trail systems upon the Protected Property to the exercise of the Reserved Rights of the Grantor. Grantor and Grantee agree to cooperate in the management of the road and trail systems in such a way that balances and considers public recreational access and administrative access with the principle objective to conduct forest management activities including the exclusion of the public from areas of forest management operations and reserved property rights as detailed in the RESERVED RIGHTS and TERMS AND CONDITIONS Sections of this Easement.

6). Grantor and Grantee shall designate the existing roads and trails located upon the Protected Property into three categories: Rifle Season Primary Access Corridors, Primary Access Corridors, and Secondary Access Corridors. These categories are intended to represent the following:

(a). Rifle Season Primary Access Corridors are defined as those Motorized Access Corridors which are open to public motor vehicle traffic as access to the adjoining Forest Preserve lands including the rifle season for white tail deer. During the rifle season for white tail deer, the Rifle Season Primary Access Corridors will be the only roads opened to the public on the Protected Property. The Grantor

may not close these travel corridors for any purpose. These corridors may only be closed by Grantee.

(b). Primary Access Corridors are defined as those roads and trails necessary to assure administrative and public access to areas having critical public recreational value, to assure access to adjoining lands owned or later acquired by Grantee, to assure reciprocal access to both Grantor and Grantee to the Protected Property and adjoining fee lands of Grantee (Forest Preserve) to further the objectives of this Easement, to assure access to leased lands and camps. These travel corridors may not be closed by Grantor except to maintain the structural integrity of the road whenever it is adversely affected by weather conditions creating such hazards as mud and ice. The roads to be closed under this provision and the duration of said closure shall be mutually agreed upon by Grantor and Grantee. Primary Access Corridors shall be closed by the Grantee during the white tail deer season or as otherwise set forth in the Land Management Plan. Grantee may also close these corridors to public recreational access at its discretion.

The designation of Rifle Season Primary Access Corridors and Primary Access Corridors shall be set forth on the Maps of Protected Property and may be amended in the Land Management Plan as new roads and trails are constructed or as Grantor and Grantee agree to otherwise redesignate existing roads and trails.

(c). Secondary Access Corridors are defined as those roads and trails which, although not critical to the administrative and public access rights of Grantee, may be necessary for Grantee and the public to obtain full benefit of the recreational rights granted herein. Secondary Access Corridors shall be designated in the Land Management Plan. Secondary Access Corridors may be closed to public recreational access by Grantee. Secondary Access Corridors may also be closed to public recreational access upon a showing by Grantor that closure is necessary to:

(i) seasonably avoid damage to the road surface due to weather conditions which would create such hazards as mud or ice; or

ii) avoid potential conflicts with forestry management activities including logging operations.

In order to effectuate a closing, Grantor must demonstrate that, where practicable, an alternate route of a Secondary Access Corridor will be made available.

(d). The closure of Secondary Access Corridors pursuant to this Section is not intended to apply to closure of acreage generally, but only to the subject Secondary Access Corridor itself. The right of Grantor to close certain acreages of the Protected Property during active logging operations is limited

as set forth in the RESERVED RIGHTS Section of this Easement.

(e). With the exception of closure zones, Primary Access Corridors and Secondary Access Corridors may be utilized by the Grantee's employees, agents, contractors, etc. for administrative purposes by means of motorized vehicle or any other means Grantee elects. This right is not subject to the requirement that a particular corridor be marked for use by a specific type of motorized access.

(f). Primary and Secondary Access Corridors may be utilized for public travel by any means permitted under this grant of Easement, provided, however, that said corridors are specifically designated with appropriate signage for the use permitted. Certain corridors designated as Motorized Access Corridors including Rifle Season Primary Access Corridors may be utilized by means of motorized access only as described in Affirmative Rights Paragraph 4(c) herein.

7). The Grantor and the Grantee acknowledge value of the present road and trail systems located on the Protected Property and will accordingly undertake good faith efforts to preserve and maintain the integrity of the road and trail systems upon the Protected Property. Each party at its sole expense may maintain, repair, correct, upgrade or otherwise improve those roads and trails over which it has the right of use subject to the AFFIRMATIVE RIGHTS, DECLARATION OF RESTRICTIONS

AND RESERVED RIGHTS, herein. The Grantor shall have the duty and responsibility to repair and correct at the Grantor's expense damages caused to these roads and trails by the Grantor, its invitees, licensees, guests, lessees, officers, employees, agents or contractors. The Grantee shall have the duty and responsibility to repair and correct at the Grantee's expense, and subject to the availability of funds, damages to those portions of the roads and trails to which it and the public have the right of use caused either by the public's recreational use of the property or directly by Grantee, it's invitees, guests, officers, employees, agents and contractors. Minimum standards and specifications for forestry use roads and trails and minimum standards and specifications for roads and trails to be used by the public are to be incorporated into the Land Management Plan. The information contained in the Land Management Plan shall serve to determine whether such road or trail meets said standards and specifications to be opened to the public and whether a road or trail, while in use for forestry purposes by the Grantor and/or by the public as a Primary or Secondary Access Corridor, requires maintenance, repair, upgrade or other corrective action. If funding by the Grantee is not available for such corrective action once a road or trail is opened to the public, (i) the road shall be closed until such repairs are made; or (ii) the Grantor may undertake the work with said road or trail closed to public access until Grantee reimburses Grantor, said reimbursement to include comparable road and/or trail work mutually agreed to by the parties elsewhere on the Protected Property. The parties may mutually agree to temporarily close any road or trail or portion thereof or other appropriate action to protect the public, to protect the structural integrity of a road or trail, and protect against other abusive actions by the public. The parties may mutually agree to abandon any road

or trail or portion thereof located on the Protected Property, but any abandonment shall not preclude the reopening of any such road or trail in the future by mutual agreement and, unless otherwise agreed upon, at the expense of the party desiring to reopen any such road. Mutual agreement as used in this paragraph will not be unreasonably withheld by either party.

8). The Grantor, for itself and its successors and assigns, and the Grantee hereby agree that the terms of this Easement are to be construed so as to preserve perpetually the Protected Property as a sustainable forest, provided however that nothing herein contained shall impair the exercise of the Reserved Rights.

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

10). The Grantor and the Grantee agree that within six (6) months of the recording of this Easement, a Report of Physical Inspection of Protected Property will be completed by Grantee at no expense to Grantor except that Grantor shall bear the expense of the involvement, if any, of its staff. Said Report will accurately and completely describe the natural and manmade condition of the Protected Property on the date thereof. Said Physical Inspection Report will be subscribed to by both the

Grantor and the Grantee indicating their concurrence that such report accurately and completely describes the Protected Property as of the date thereof.

11). In the event of a breach of any of the covenants, restrictions, terms or conditions of this Easement, and notwithstanding any other language in this instrument to the contrary, either party shall notify the other of any failure to comply with any of the terms of this instrument. Such notice shall set forth how the accused party can cure such alleged noncompliance and give the accused party 60 days from the date of receipt of the notice in which to cure, which time period may be extended in light of the severe weather conditions that exist during the months of November through April of each year. In the alternative, the accused party shall within the same 60 day period initiate dispute resolution proceedings as set forth in the Land Management Plan pursuant to paragraph 24 of the TERMS AND CONDITIONS Section of this Easement. At the expiration of such period of time to cure, the complaining party shall notify the accused party of any failure to adequately cure the deficiencies set forth in the initial notice. The accused party shall then have an additional fifteen (15) days from receipt of such notice to cure such deficiencies. At the expiration of said fifteen-day (15) period or dispute resolution, but not prior thereto, either party may commence legal proceedings to require compliance with the terms of this Easement. All notices required by this paragraph and by any other provisions of this Easement, shall be in writing and delivered to the appropriate party by personal service or delivered by certified mail return receipt requested.

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

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

13). In the event that any existing structure on the Protected Property legally owned by Grantor is determined, according to applicable local land use regulations, to have deteriorated to such a condition that it is dangerous to occupy or be around, the Grantor, at its sole cost and expense, shall either correct the hazard, or demolish such structures. The Grantor may remove those structures by burning and burying the rubble subject to existing laws and regulations.

14). Both the Grantor and the Grantee may, but neither is under obligation to the other to, mark boundaries or corners of the Protected Property. Subject to available funding, the Grantee will erect such signs and install gating or other barriers as are necessary to describe the rights, and insure implementation of those rights, both the Grantor and the Grantee have to the Property. The Grantor and the Grantee shall mutually agree to the wording of said signs prior to their erection. Grantee shall survey, at its own expense, the boundaries of Grantee's fee lands which adjoin the Protected Property.

15). The Grantee in cooperation with Grantor shall develop a method to be detailed in the Land Management Plan for the removal of any new debris, such as papers, bottles, cans or other garbage or debris left on the Protected Property by the public utilizing the same. The Grantee, at its sole expense, subject to availability of funds, is obligated to promptly remove such trash as may be created by the public, Grantee, or its employees, agents and invitees. If funding is not available for trash removal,

the Grantee and Grantor may mutually agree to close the Property to public use. Grantee shall be solely responsible for implementing and enforcing any such closure.

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

17). Nothing herein contained shall be construed to permit the removal of any trees, plants, firewood or other forest products by the general public or lessees of Grantor, provided, however, that dead or downed trees may be used only for purposes of on-site cooking, and warming or smudge. Any other use of the wood by the public, or by lessees of Grantor, is expressly prohibited.

18). This Conservation Easement shall not be construed to remove the necessity of the Grantor or Grantee from obtaining any permit and/or approval from any governmental agency having jurisdiction over any activity on the Protected Property.

19). This Easement may be amended by the parties hereto by mutual agreement in writing, executed by both parties and recorded in the Clerk's office, or in accordance with the provisions of Section 49-0307 of the Environmental Conservation Law.

20). Except as otherwise specifically provided for herein, it is mutually agreed that whenever a consent or approval is required from either the Grantor or the Grantee, the party seeking the consent or approval shall send a written request for such consent or approval by registered or certified mail, return receipt requested, to the address of the other party as hereinafter provided and said party shall respond to said

request within sixty (60) days of its receipt. In the event that the consenting or approving party fails to respond within said sixty (60) day period, its consent or approval shall be implied. The Grantor and Grantee can provide for alternative means of receiving mutual consent or approval such as telephone communications provided said means are established in the Land Management Plan.

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

Heartwood Forestland Fund III, LP
c/o Thomas Massengale, President
The Forestland Group, LLC
1512 East Franklin Street
Chapel Hill, North Carolina 27516

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

Director, Division of Lands and Forests
NYS Department of Environmental Conservation
50 Wolf Road
Albany, NY 12233-4250.

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

22). The Grantor and the Grantee will cooperate in the enforcement of the terms of this Easement. In the event that the Grantee determines that legal proceedings are necessary against some party other than the Grantor, its successors, assigns, agents, contractors or invitees, then the Grantor may agree to join the Grantee in pursuing such legal proceeding provided that nothing herein contained shall obligate the

Grantor to expend any funds, other than for its review of papers and execution thereof.

23). The Grantee intends to schedule periodic inspections of the Protected Property to determine compliance with the terms of this Easement. In doing so, the Grantor will be provided with fourteen (14) days notice and the Grantor will have the right to accompany the Grantee on said inspection trips. Grantor will be provided with a copy of the Inspection Report within thirty (30) days of the inspection.

24). Grantor and Grantee agree that the Land Management Plan shall include a Dispute Resolution Process to assure those provisions in this Easement requiring consent, agreement, approval or compliance by any party are resolved.

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

(a). The Grantee shall have the right of enforcement of the reconveyance by the Grantor to the nominee by any legal means.

(b). The form of reconveyance shall be satisfactory to the Grantee and approved by the Attorney General of the State of New York.

(c). This provision shall inure to the benefit of and bind the successors and assigns of both the Grantor and Grantee.

(d). The Grantee shall pay any costs and expenses, including but not limited to taxes, filing fees and reasonable attorney's fees that the Grantor may incur as a result of the reconveyance of the Conservation Easement pursuant to the terms of this paragraph.

DECLARATION OF RESTRICTIONS

The parties, their assigns and successors-in-interest, agree that the following restrictions shall apply to the Protected Property in perpetuity:

1). No Forest Management Activities shall be permitted except as provided for in the RESERVED RIGHTS and TERMS AND CONDITIONS Sections hereof.[2]

2). No buildings, residences, mobile homes or other structures, signs, billboards or other advertising material shall be constructed or placed in, on, over, under or upon the Protected Property except as allowed on the 5-acre development sites permitted in APA Permit No. 98-313, or as otherwise provided for in this Easement. Both Grantor and Grantee may erect signs, gates, fences or other barriers as may be

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2 As used herein, the term "forest management" shall mean: the right to manage the Protected Property to meet landowner objectives for forest products, consistent with the terms of this Easement, including the right to harvest for commercial forest management operations, (including, but not limited to, the removal of forest products such as trees, logs, poles, posts, pulpwood, firewood, chips, seeds, seed cones, and all sugar maple products); to allow for forest related recreational activities (including, but not limited to, hunting, fishing, hiking, mountain biking, horseback riding, cross-country skiing, snowmobiling); to plant trees in non-forested areas; to reforest, plant, grow and harvest forest products and other vegetation; to clear or restore forest cover damaged or destroyed by fire, water, ice, or natural disaster; to selectively prune or trim trees, foliage and other vegetation; to harvest forest products with mechanical equipment and/or with domestic animals; to apply any herbicides, pesticides, fungicides, rodenticides and insecticides as may be appropriate for forest management objectives and consistent with applicable statues and regulations; to maintain existing fields, meadows, roads, trails and landing yards including the use of culverts, fences and barriers. This shall include the right to the cutting and removal of trees from the growing site, and the attendant operation of mobile or portable sawmills or chippers, the use of a limited number of concentration yards and one commercial sawmill, and of cutting, forwarding and skidding machinery or such future equipment or technology as shall perform the same or similar tasks, including the creation and use of skid trails, skid roads and winter haul roads, including associated bridges, culverts and log yards and the construction or creation of permanent land management roads except as otherwise restricted or reserved herein.

necessary to carry out their rights and obligations hereunder, provided that all signs, gates, fences and barriers displayed by Grantor or Grantee shall conform to the Land Management Plan and Forest Management Plan.

3). The property may not be subdivided except as provided for in the RESERVED RIGHTS Section. The correction of a boundary line location, the maintenance of existing recreational leases or the creation of new leases shall not constitute a subdivision for purposes of this provision.

4). No application of pesticides, including but not limited to insecticides, fungicides, rodenticides and herbicides shall be allowed except as provided in the RESERVED RIGHTS Section.

5). No dumping or storing of ashes, sawdust, noncomposted organic waste (excepting organic logging debris), "offsite" sewage or garbage, scrap material, sediment discharges, oil and its by-products, leached compounds, toxic fumes or any other unsightly or offensive material shall be allowed in, on, over, under or upon the Protected Property, except as provided in the RESERVED RIGHTS Section.

6). No motorized vehicles shall be operated on the Protected Property by Grantor, its employees, agents, contractors and invitees, except as they may be used to carry out forest management activities, fire protection or other emergency needs, and for the furtherance of Grantor's RESERVED RIGHTS. No off-road or off-trail use of motorized vehicles shall be permitted on the Protected Property by Grantor, its employees, agents, contractors and invitees, except as they may be used to carry out forest management activities, fire protection or other emergency needs, and for the furtherance of Grantor's Reserved Rights. This restriction does not impair the public access rights provided for herein, or access rights enjoyed by Grantor as a member of the public, or any of Grantee's access rights described in this Easement.

7). No permanent exterior artificial illumination shall be employed on the Protected Property, other than that employed on the date hereof, without prior written consent of the Grantee, except as is reasonably required for enjoyment of the RESERVED RIGHTS by the Grantor.

8). No residential, commercial or industrial activities of any kind shall be permitted on the Protected Property other than those specifically provided for in this Easement.

9). Except as may be specifically permitted in the RESERVED RIGHTS Section or pursuant to Environmental Conservation Law Section 49-0307, no new telephone, telegraph, cable television, electric, gas, water or sewer or other utility lines shall be routed over, under, in, on, upon or above the Protected Property without the prior material written consent of the parties hereto, such consent not to be unreasonably withheld.

10). No mining will be conducted and no minerals, gas or oil will be extracted from the Protected Property except the on-site use of gravel as provided for in the Affirmative and Reserved Rights Sections of this Easement.

AND THE GRANTOR DOES FURTHER COVENANT AND REPRESENT AS FOLLOWS:

FIRST: The Grantor, for itself, its successors and assigns, covenants and agrees to pay all taxes and assessments lawfully assessed against its interest in the Protected Property and to furnish upon request to the Grantee copies of tax receipts showing such payment. In the event that the Grantor, its successors or assigns fail to pay any such taxes or assessments within twelve (12) months of their original due date, then the Grantee may pay such taxes or assessments. The Grantee shall seek to recover the cost of taxes through the appropriate legal means.

SECOND: The Grantor for itself and its successors and assigns covenants and agrees that any subsequent conveyance of the Protected Property, or any lease, mortgage, or other transfer or encumbrance of the Protected Property 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 dated , and recorded in the Office of the Clerk of , in Book of Deeds and Page .

THIRD: The Grantor, for itself and its successors and assigns, covenants and agrees to indemnify and hold the Grantee harmless against all claims, loss, damage and expense the Grantee may suffer as a result of the Grantors negligence in the course of exercising the forest management rights reserved hereunder.

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

The duty to indemnify and save harmless prescribed by this paragraph shall be conditioned upon (i) delivery to the Attorney General by the Grantor of the original or a copy of any summons, complaint, process, notice, demand or pleading within fifteen (15) business days after it is served with such document, (ii) representation by the Attorney General or representation by private counsel of Grantor's choice, subject to the approval of the Attorney General, whenever the

Attorney General determines in his sole discretion based upon his investigation and review of the facts and circumstances of the case that representation by the Attorney General would be inappropriate, and (iii) the full cooperation of the Grantor in the defense of such action or proceeding against the Grantee based upon the same act or omission, and in the prosecution of any appeal.

FOURTH: The parties agree that the provisions of this Indenture are severable and that if any court of competent jurisdiction shall render a judgment voiding or nullifying any provisions hereof, the effect of said judgment shall be limited to the nullified or voided portion of this Easement, and the remaining provisions hereof shall continue in full force and effect.

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

And the Grantor does covenant with the Grantee as follows:

FIRST: The Grantor covenants that it has not done or suffered anything whereby the said premises have been encumbered in any way whatever;

SECOND: This Conservation Easement is subject to those "Permitted Encumbrances" identified at paragraph 3.3 of the Timberland Purchase and Sale Agreement dated December 3, 1998 between Champion International Corporation, the Conservation Fund, and First American Title Insurance Co.; and

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

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

Fed ID #52-1388917

THE CONSERVATION FUND

By: _____

Its: S.V.P.

THE PEOPLE OF THE STATE OF NEW YORK
Acting by and through the
Department of Environmental Conservation

By: _____
John P. Cahill, Commissioner

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

On this 30th day of June, 1999, before me came Richard L. Erdmann to me known who, being by me duly sworn, did depose and say that he resides at 907A Seneca Road, Great Falls, VA, that he is the Senior Vice President of The Conservation Fund, the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

Robt K. D...

NOTARY PUBLIC STATE OF NEW YORK

ROBERT K. DAVIES
Notary Public, State of New York
No. 02DA6014462
Qualified in Albany County
Commission Expires 10/13/2000

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

On this 30th day of June, 1999, before me, personally came John P. Cahill to me known, who being by me duly sworn, did depose and say that he resides at , New York and is the Commissioner of the New York State Department of Environmental Conservation, that he executed the foregoing on behalf of the New York State Department of Environmental Conservation, pursuant to authority of law duly delegated.

Robt K. D...

NOTARY PUBLIC STATE OF NEW YORK

ROBERT K. DAVIES
Notary Public, State of New York
No. 02DA6014462
Qualified in Albany County
Commission Expires 10/13/2000

ADDENDUM A - FRANKLIN COUNTY

PARCEL ONE (Liber 109, cp 120, First Parcel)

All that certain tract or parcel of land, situate, lying and being in the Town of Waverly, in the County of Franklin, and State of New York, being part of the Township No. 10, Great Tract No. 1, of Macomb's Purchase, and particularly described as follows viz:

All that certain tract or parcel of land, situate in said Town of Waverly, being part of lots four (4) and five (5), Beginning in the centre of said St. Regis River at its intersection with the south line of said lot No. five (5), and running thence westerly along the south line of said lot No. five (5) and four (4), to the southeast corner of land deeded Louis Bouchard March 18th 1899; thence northerly along Bouchard's east line and the northerly projection thereof to the centre of the St. Regis River; thence up the centre of said River as it winds and turns to the place of beginning containing 145 acres of land more or less.

Excepting and reserving twenty-eight and seventeen one hundredths (28.17) acres under contract to V.E. Hall and A.E. Griffin described as follows: Beginning at the corner of lots four (4) five (5) eleven (11) and twelve (12) of said Township and running thence north 86° west ten (10) chains to the northwest corner of the W.W. Cronk lot; thence north 4° east two and sixty-seven hundredths (2.67) chains to the south boundary line of said Railroad right-of-way; thence north 76° 45' east twenty-six and twenty-three hundredths (26.23) chains; thence south 67° 45' east six and fifty-seven-hundredths (6.57) chains; thence south 44° east ten and ninety-six hundredths (10.96) chains; thence south 81° east seven and fifty-four hundredths (7.54) chains; thence south 80° east two and fifty hundredths (2.50) chains to a post set in the line between lots Nos. 5 and 12, the same being fifty feet from the centre of said Railroad; thence north 86° west forty and twenty hundredths (40.20) chains along said lot line to the place of beginning.

PARCEL TWO (Liber 109, cp 120, Second Parcel)

Also conveying all that certain other piece of parcel of land, situate in said Town of Waverly being part of said Great Lot No. four (4) Beginning at the south-west corner of the John Fleming lot in the centre of said St. Regis River, and running thence north 4° east, one and eighty-five-hundredths (1.85) chains to the south bounds of the Everton Railroad right of way; thence south 56° east, seven and forty three one-hundredths (7.43) chains along said right-of-way; thence south 76° 10' east five and sixty hundredths (5.60) chains to the east line of said Fleming lot; thence south 4° west, nine and nine hundredths (9.09) chains to the south-east corner of said Fleming lot in the centre of said River; thence down the centre of said River south 80° west, two and forty-eight hundredths (2.48) chains, south 78° west two (2) chains south 80° west, one and twenty-three hundredths (1.23) chains; north 88° west two (2) chains; north 70° west one and seventy hundredths (1.70) chains; north three (3) chains; north 22° west three (3) chains north 15° west, two (2) chains to the place of beginning containing about fourteen and eight-tenths (14.8) acres of land.

PARCEL THREE (Liber 109, cp 120, Third Parcel)

Also all that certain other piece or parcel of land, situate in said Town of Waverly, being part of said lot No. Four (4) Beginning in the south line of the right of way of the said Everton R.R. at its intersection with the west line of land deeded William P. Conger, September 7th 1890, thence south 3° west, one and eighteen hundredths (1.18) chains along said Conger line to the centre of the said St. Regis River; thence down the centre of said River, south 67° west, nine (9) chains, north 45° west, two (2) chains south 40° west, two and twenty-five hundredths (2.25) chains south 72° west, one and sixty hundredths (1.60) chains north 74° west, one and fifty hundredths (1.50) chains north, 86° west, two (2) chains, north 15° west two (2) chains; south 86° west, four (4) chains to the south, east corner of the said John Fleming lot, thence north, 4° east one hundred and fifty-five hundredths (1.55) chains along the east line of said Fleming lot, thence north 61° 50' east twelve and fifteen hundredths (12.15) chains to the north bounds of said Everton R.R. right of way thence north, 85° 45' east along said right of way eleven (11) chains to the place of beginning containing seven and one-half (7½) acres of land more or less.

PARCEL FOUR (Liber 109, cp 120, Fourth Parcel)

Also all that certain other piece or parcel of land situate in said Town of Waverly being part of said lot No. five (5). Beginning in the centre of said St. Regis River, at the south-west corner of land deeded Peck Curtiss and Shanley, October 28th 1886, and running thence north east along the west line of said deeded land to the south line of said Everton R.R. right of way, thence westerly thirty-three and fifty-hundredths (33.50) chains along said right of way, thence south 3° west to the centre of said River, thence south-easterly up the centre of said River on the north line of land deeded to McNeil September 8, 1883 thirty-nine and forty hundredths (39.40) chains to the place of beginning, containing twenty-two (22) acres more of less.

PARCEL FIVE (Liber 109, cp 120, Fifth Parcel)

Also all that certain other piece or parcel of land, situate in said Town of Waverly, being part of lot twelve (12) in said Township No. 10, Beginning in the centre of said St. Regis River at the north east corner of two hundred and nine (209) acres deeded to Edward Spaulding, February 16th, 1867, and running thence north 87° west five hundred and seventeen (517) feet; to the easterly line of the said right of way occupied by the said NY&ORR Co.; thence north 20° 30' west three hundred and fifteen and five tenths (315.5) feet, north 48° 15' west seven hundred and fifty-eight (758) feet; north 56° 40' west, six hundred and six (606) feet along the said right of way to the north line of said lot No. 12; thence south, 87° east, nine hundred and seventy-three (973) feet along said north line to the centre of said River; thence up the centre of said River south 56° 40' east eighty (80) feet, south 66° 40' east, three hundred and eighty-five (385) feet, south, 17° 40' east two hundred and thirty (230) feet, north, 71° 20' east two hundred and thirteen (213) feet, south 46° 45' east, one hundred and fifty (150) feet, south 4° east, one hundred and eighty

(180) feet; south. 15° west, three hundred and forty-five (345) feet; south 21° 26' west, three hundred and forty-five (345) feet to the place of beginning, containing twenty-three and thirty-eight hundredths (23.38) acres of land more in less.

PARCEL SIX (Liber 109, cp 120, Sixth Parcel)

Also all that certain other piece or parcel of land, situate, in said Town of Waverly, being part of Great lot No. 27, in said Township No. 10, Beginning at the north east corner of said lot and running thence south 3° west one and seventy-five hundreds (1.75) chains to the northerly boundary of said N.Y.&O. Right of way; thence along the said northerly boundary westerly thirty-three (33) chains; thence north 3° west, eight and twelve hundredths (8.12) chains to the north line of said lot No. 27; thence easterly along said north line, thirty-one and fifty hundredths (31.50) chains to the place of beginning containing about twenty acres.

PARCEL SEVEN (Liber 109, cp 120, Seventh Parcel)

Also all that certain other piece or parcel of land, situate in said Town of Waverly being part of Great Lots Nos. 20 and 27 of said Township No. 10, Beginning at a point in the west line of lot No. 20, at its intersection with the northern boundary of said NY&O. right of way and running thence north 4° 30' east, ten and fifty one hundredths (10.50) chains along said west line of said lot No. 20 to the centre of said River; thence up along the centre of said River south 85° 50' east, six and thirty-five hundredths (6.35) chains; south 45° 20' east, fourteen and fifty-seven hundredths (14.57) chains; south 76° 45' east, eight and two-tenths (8.2) chains; north, 72° 30' east, three and twenty-three hundredths (3.23) chains, north 14° east, five and eighty-six hundredths (5.86) chains north 39° 20' west five and sixty-nine hundredths (5.69) chains; north 47° 30' east, three and two hundredths (3.02) chains, south, 73° 10' east four and thirteen hundredths (4.13) chains, south, 51° 45' east, fifteen and forty-nine hundredths (15.49) chains south 37° 10' east, eight and fourteen hundredths (8.14) chains to a point north, 4° 30' east and one and seventy hundredths (1.70) chains from a birch tree between (14) inches in diameter on the south bank of said River; thence south 4° west, twenty-four and sixty-six hundredths (24.66) chains to a cedar post in the north bounds of said N.Y.&O. right of way; thence westerly along the said northerly bounds of said R.R. right of way fifty-eight (58) chains to the place of beginning, containing one hundred and ten and eighty-six hundredths (110.86) acres of land more or less.

Excepting and reserving from all above mentioned parcel of land in lots 4,5,12,20 and 27, Township ten (10) the right to use the waters of the St. Regis River for lumbering purposes, and for purposes of maintaining or increasing the water power at St. Regis Falls, and all those rights and privileges known as flowage rights.

PARCEL EIGHT (Liber 109, cp 120, Eighth Parcel)

All that part of Great Lots Nos. 34,35,41,42,48 and 49, and bounded as follows viz: Beginning at the south east corner of said lot No. 49, and running thence north two hundred and thirty-five and ninety hundredths (235.90) chains on the east line of lots 49, 42 and 35 to the north-east corner of lot 35, thence west on the north line of lot 35 seventeen (17) chains to the Dimick Lot, thence south along said Dimick lot, forty-seven and sixty-five hundredths (47.65) chains west thirty-five and twenty-three hundredths (35.23) chains to the east line of land deeded to E.P. Dimick in 1881; thence south on the bounds of said deeded land fifteen and fifty hundredths (15.50) chains to the south-east corner thereof; thence west, eighteen (18) chains and north eight (8) chains to land deeded S.R. & E. Spaulding in 1870; thence west along said Spaulding lot fifteen (15) chains; north twenty-three (23) chains; west twenty-one (21) chains, and north thirty (30) chains to the north line of lot No. 34; thence west fourteen and forty-one hundredths (14.41) chains on the north line of said lot No. 34, to the northwest corner thereof; thence south fifty four and sixty hundredths (54.60) chains on the west line of said lot No. 34 to the north line of land deeded Spaulding in 1870; thence on the bounds of Spaulding's land east twenty-five chains to the north-east corner thereof and south twenty-two (22) chains to the south line of said lot No. 34; thence east on said lot line one and fifty hundredths (1.50) chains, thence south on the east line of a lot known as the Hart lot and the east line of land deeded to Mrs. Persie Gile, H. J. Gile, Ira Potter and Hurd, Hotchkiss, & McFarland about sixty and forty six hundredths (60.46) chains to the south-east corner of the last mentioned lot; thence west on the south line of said deeded land to the west line of lot No. 41, thence south on the west line of lots 41 and 48, seventy-eight and seventy hundredths (78.70) chains to land of Mrs. Peck; thence on the north line of said Peck land forty-three and fifty hundredths (43.50), chains to the north-east corner thereof; thence south on the east line of the same eighteen and seventy hundredths (18.70) chains to the south line of lot No. 48, thence east on said south line seventy-six and eighty-two hundredths (76.82) chains to the place of beginning, containing two thousand one hundred thirty-two and thirty-four hundredths (2132.34) acres of land more or less.

Excepting and reserving forty-seven and eighty-one hundredths (47.81) acres of land deeded John M. Dimick October 10th 1896, by deed recorded in said County Clerk's Office in Liber of Deeds No. 106 at page 371).

PARCEL NINE (Liber 109, cp 120, Ninth Parcel)

Also all that certain piece of land, situate in said Town of Waverly, being part of said Township No.10, being part of Great I ot No. 40, Beginning in the east line of said lot No. 40 at a point distant northerly seventeen and seventy hundredths (17.70) chains from the south-east corner of said lot and running thence north 87° west, twenty-seven and seventy-five (27.75) chains to the Dickinson Centre Road; thence along the centre of said highway north 64° 36' east seven and eighty-six hundredths (7.86 chains, north 48° east, four and ninety-three hundredths (4.93) chains, north 69° east five and eighty-five hundredths (5.85) chains and north 14° west two and

sixteen hundredths (2.16) chains to the south-west corner of land deeded to Ira Potter in 1883; thence south 87° east. forty (40) chains along the south line of said Potter lot to the south-east corner thereof; thence south-west twelve and fifty-five (12.55) chains; thence north. 87° west twenty six and sixty-seven hundredths (26.67) chains to the place of beginning; containing fifty-seven and sixty nine (57.69), acres of land more or less.

PARCEL TEN (Liber 109, cp 120, Tenth Parcel)

Also all that certain other piece or parcel of land, situate in said Town of Waverly, being part of Great lot No. 47 in said Township No. 10, Beginning at the south-west corner of said lot No. 47; thence north, 3° east, forty-six and fifty hundredths (46.50) chains along the west line of said lot, thence south, 87° east, thirteen and sixty hundredths (13.60) chains to the Charles Seavey lot thence south 3° west, twenty-six and fifty hundredths (26.50) chains along the west line of said Seavey lot and west line of the John Camp lot; thence south 87° east, twenty-one and forty hundredths (21.40) along said Camp's south line; thence south 3° west, twenty (20) chains to the south line of lot No. 47, thence north 87° west, along said south line to the place of beginning, containing one hundred and five and seventy-seven hundredths (105.77) acres of land more or less.

PARCEL ELEVEN (Liber 109, cp 120, Eleventh Parcel)

Also all that certain other piece or parcel of land, situate in the Town of Santa Clara, in said County of Franklin, and State of New York, being the entire west half of Township No. Eleven (11) of Great Tract No. One (1) of Macomb's Purchase, including Great Lots Nos. 1, 2, 3, 10, 11, 12, 13, 14, 15, 22, 23, 24, 25, 26, 27, 34, 35, 36, 37, 38 and 39 containing after deducting the exceptions hereinafter mentioned, twelve thousand two hundred and forty-seven (12,247) acres of land, more or less.

Excepting and reserving from Great Lot No. One (1) Subdivision two (2) also eighty-four (84) acres in the north part of said lot heretofore sold and conveyed to Charles G. Young from Great Lot No. Two (2) Subdivision Two (2) and Seven (7), and all of said lot lying between the east branch of the St. Regis River and the Port Kent Road, Except Subdivision No. Nine (9) of said Lot. From Great Lot No. Three (3) Subdivision 12, from Great Lot No. Ten (10) Subdivisions two (2) Three (3) and all of Subdivision No. four (4) lying south of the east branch of said River, and subdivision seven (7) of said lot. From Great Lot No. Eleven (11) Subdivision three (3) and four (4).

Also excepting and reserving the premises known as the Sanford Mill Lot, lying partly in Great Lots Nos. two (2), three (3) ten (10) and eleven (11).

Also excepting and reserving from Great Lot twenty-four (24) seventeen and forty hundredths (17.40) acres heretofore sold and conveyed to John Hurd, lying in the westerly part of the lot also two certain lots heretofore conveyed to the Working Girl's Vacation Society; a lot occupied by

the N.Y. &O. R.R. as a machine shop and appurtenances; six (6) acres heretofore sold and conveyed

to the Adirondack Manufacturing Company; also a lot heretofore conveyed to Harriet M. Halbran, also a lot heretofore sold and conveyed to Semer Denue; also a lot heretofore sold and conveyed to Paul Le Mieux; also the following Village Lots as designated and numbered on the map in the office of the County Clerk of Franklin County, and entitled " Map of the Village of Santa Clara" viz: lots 7 and 16 in Block A. Lots 8 and 15 in Block B, Lots 1,5,7,9,10,15 ,16, in Block D Lots 5,6 and 7 in Block F, Lots 1 and 2 in Block G.

Also excepting and reserving from said Lot 24, a lot heretofore conveyed by the St. Regis River Lumber Company to the Episcopal Diocese of Albany.

Also excepting from Great Lot Nos. twenty-five (25) 98 acres in the west part of lot heretofore sold and conveyed to Parker & Burnak.

PARCEL TWELVE (Liber 109, cp 120, Twelfth Parcel)

Also conveying hereby all those certain pieces or parcels of land, being a part of Township No. thirteen (13) in said Great Tract No. One (1) of Macomb' s Purchase viz: The north west quarter (¼) containing after deducting the exceptions and reservation hereinafter mentioned, six thousand four hundred sixty-six and 25/100 (6,466.25) acres more or less.

Excepting and reserving forty-one and seventy-five hundredths (41.75), acres in the south-west corner of said lot heretofore conveyed to Frank A. Cutting.

PARCEL THIRTEEN (Liber 109, cp 120, Thirteenth Parcel)

Also the south-west quarter (¼) of said Township, containing after deducting the exception and reservation hereinafter mentioned, six thousand, four hundred and ninety-six (6496) acres of land more or less.

Excepting and reserving twelve (12) acres of land in the north-west corner thereof, heretofore conveyed to said Cutting. Also the north-east quarter of said Township, containing after deducting the exceptions and reservations hereinafter mentioned, five thousand six hundred and three and sixty-one hundredths (5603.61) acres more or less.

Excepting and reserving lots three (3) eight (8) thirty-seven (37) thirty-eight (38) forty-two (42) and forty-three (43); also twenty-five (25) acres from the south-west corner of Great Lot No. Four (4) and twenty-five acres from the north-west corner of lot No. nine (9), fourteen and thirty-nine hundredths (14.39) acres in the south-west corner of Great Lot No. thirty-nine (39).

PARCEL FOURTEEN (Liber 109, cp 120, Fourteenth Parcel)

Also conveying the south-east quarter (¼) of said Township containing after deducting the exception and reservation hereinafter mentioned, six thousand four hundred and sixty eight (6468) acres of land.

Excepting and reserving forty (40) acres heretofore sold and conveyed to Charles A. Merill.

PARCEL FIFTEEN (Liber 109, cp 120, Fifteenth Parcel)

Also conveying hereby all those certain pieces or parcels of land being part of the south half (½) and the north-east quarter (¼) of Nathan Ward's Subdivision, of Township No. Fourteen (14) in said Great Tract No. One (1) of Macomb's Purchase containing after deducting the exceptions and reservations hereinafter mentioned, seventeen thousand nine hundred and forty-two (17,942) acres of land more or less.

Excepting and reserving the following pieces or parcels of land viz:

The north half of the south two-fifths of lot no. three (3). The south one-fifth of lot no. six (6). The undivided one half of the south-half of the north-half of lot no. thirty-one (31). The middle one-fifth of lot no. fifty-five (55). The north one-fifth and the north third of the south three-fifths of lot no. sixty-eight (68). The north third of the south three-fifths of lot no. sixty-nine (69). The north half of lot no. seventy-three (73). The north fifth and the north half of the south two-fifths of lot no. seventy-seven (77). The north half of the south two-fifths of lot no. seventy-eight (78). The north half and the south one-fourth of lot no. eighty-six (86). The south one-fourth of lot no. one hundred (100). The north two-fifths and the south two-fifths of lot no. one hundred and six (106). The whole of lot no. one hundred and seven (107).

PARCEL SIXTEEN (Liber 109, cp 120, Sixteenth Parcel)

Also conveying hereby a strip of land (50) feet in width on each side of the St. Regis River and the land under said River, extending through the north-west quarter of Township No. fourteen (14) in Great Tract No. One (1) of Macomb's Purchase containing fifty acres of land more or less.

PARCEL SEVENTEEN (Liber 478, cp 839, First Parcel)

All those pieces or parcels of land located in the Town of Santa Clara, County of Franklin and State of New York and more particularly described as follows:

1. The old highway from station 6+25, said point being 60 feet northerly from station 5+92 centerline of new S.H. 1252 to station 7+58.5 equals 7+52; thence to station 16+93, said point being 83 feet northerly from station 16+95 centerline of new S.H. 1252, being a length of 1074.5 feet.

2. From station 32+90, said point being 80 feet northerly from station B29+40 centerline of new S.H. 1252 to station 34+00 equals 34+05; thence to a station 36+88 equals 37+09.5; thence to station 43+27.5 equals 43+35.5; thence to station 61+22, said point being; 124 feet northerly from station 52+09 centerline of new S.H. 1252, being a length of 2797.5 feet.

3. From station 125+18, said point being 100 feet northerly from station 114+35 centerline of new S.H. 1252 to station 138+31 equals 138+33; thence to station 145+54 equals 145+55; thence to station 150+30 equals 150+33; thence to station 154+80, said point being 162 feet northerly from station 146+17 centerline of new S.H. 1252, being a length of 2956 feet.

4. From station 162+22, said point being 168 feet northerly from station 153+58 centerline of new S.H. 1252 to station 182+86.5 equals 182+87.5; thence to station 187+48.5 equals 187+46.0; thence to station 191+93, said point being 100 feet northerly from station 178+60 centerline of new S.H. 1252, being a length of 2972.5 feet.

5. From station 261+77, said point being 120 feet southwesterly from station 246+02 centerline of new S.H. 1252 to station 262+88 equals 262+94; thence to station 274+67 equals 274+87; thence to station 278+89, said point being 100 feet southwesterly from station 262+90 centerline of new S.H. 1252, being a length of 1686 feet.

Intending to convey five strips of land, being parts of former Route #72, which sections of highway were abandoned by the Town of Santa Clara after a Public Hearing on December 12, 1972.

PARCEL EIGHTEEN (Liber 478, cp 839, Second Parcel)

ALSO, ALL THAT PORTION of the Eddy Road, so-called, together with its right-of-way lying in the Town of Santa Clara and which is bordered on both sides by lands of St. Regis Paper Company, and is more particularly described as follows:

Commencing at a point which is at the intersection of the within described right-of-way and the Old Everton Road, so-called, which point is approximately 0.87 miles easterly along said Everton Road from its intersection with the New Red Tavern Road, so-called and the Trim Hill Road; thence leading northerly along the lands of St. Regis Paper Company to the town line between the Towns of Santa Clara and Brandon.

PARCEL NINETEEN (Liber 478, cp 839, Third Parcel)

ALSO, ALL THAT PORTION of the Walker Road, so-called, together with its right-of-way lying in the Town of Santa Clara and which
is bordered on both sides by lands of St. Regis Paper Company and is more particularly described as follows:

Commencing at a point which is at the intersection of the within described right-of-way and the Red Tavern Road, so-called, which point is approximately 2.02 miles, westerly along said Red Tavern Road from its intersection with the Cole Hill Road, so-called; thence leading northerly along the lands of St. Regis Paper Company to the town line between the Towns of Santa Clara and Brandon.

PARCEL TWENTY (Liber 478, cp 839, Fourth Parcel)

TOGETHER with a right of way as described in indenture from John E. Johnston & Gordon H.P. Gould to St. Regis Paper Company dated 6/2/42 and recorded 6/15/42 in Liber 235 cp 32 in the Franklin County Clerk's Office.

FURTHER EXCEPTING AND EXCLUDING THEREFROM that portion or portions described in and conveyed by the following instruments:

-Deed from St. Regis Paper Company to Albert J. Milbank dated 12/10/02 and recorded 12/22/02 in Liber 117 cp 355 in the Franklin County Clerk's Office;

-Deed from St. Regis Paper Company to Newel F. Lee as Trustee for School District No. 1, Town of Santa Clara, dated 4/24/05 and recorded 11/24/05 in Liber 126 cp 26 in the Franklin County Clerk's Office;

-Deed from St. Regis Paper Company to Albert G. Milbank dated 2/19/14 and recorded 7/14/14 in Liber 150 cp 301 in the Franklin County Clerk's Office;

-Deed from St. Regis Paper Company to Albert G. Milbank dated 12/31/19 recorded 2/28/20 in Liber 167 cp 419 in the Franklin County Clerk's Office;

-Deed from St. Regis Paper Company to Frank Socia dated 9/15/25 and recorded 11/25/25 in Liber 189 cp 24 in the Franklin County Clerk's office, corrected by deed recorded 4/23/38 in Liber 223 cp 67;

-Deed from St. Regis Paper Company to Everett Sochia and Helen Sochia dated 8/19/42 and recorded 8/21/42 in Liber 235 cp 364 in the Franklin County Clerk's Office;

-Deed from St. Regis Paper Company to Elsie M. Bruce dated 6/18/42 and recorded 7/8/46 in Liber 251 cp 275 in the Franklin County Clerk's Office;

-Deed from St. Regis Paper Company to McCavanaugh Pond Club, Inc., dated 9/1/55 and recorded 9/15/55 in Liber 349 cp 441 in the Franklin County Clerk's Office;

-Deed from St. Regis Paper Company to Alfred Collins Jr., dated 7/5/44 and recorded 6/3/57 in Liber 367 cp 65;

-Deed from Champion International Corporation to Wilhelmina DuPont Ross dated 6/6/88 and recorded 7/27/90 in Liber 547 cp 857 in the Franklin County Clerk's Office:

PARCEL TWENTY-ONE (Liber 109, cp 118, First Parcel)

All that tract or parcel of land, situate in the Town of Santa Clara, in the County of Franklin and State of New York, being part of Great Tract No. one (1), of Macomb's Purchase, Township No. eleven (11) viz: The lot known as the Sanford Mill lot, in Great Lots Nos. two (2) three (3) ten (10) eleven (11) the boundaries of which are particularly described in a deed from Henry Patton and wife and David H. Patton, to Everton Lumber Company, dated April 20th, 1888 and recorded in the Franklin County Clerk's Office April 23rd, 1888, in Liber 82 of Deeds at page 308, containing one hundred (100) acres of land more or less.

PARCEL TWENTY-TWO (Liber 109, cp 118, Second Parcel)

Also in the same Tract and Township Subdivision No. Two (2) of Great Lot No. Ten (10) containing eighty (80) acres of land more or less.

PARCEL TWENTY-THREE (Liber 109, cp 118, Third Parcel)

Also in the same Tract and Township, Subdivision No. Three (3) of Great Lot No. Ten (10) containing eighty (80) acres of land more or less.

PARCEL TWENTY-FOUR (Liber 109, cp 118, Fourth Parcel)

Also Subdivision No. Three (3) of Great Lot No. Eleven (11) containing eighty (80) acres of land more or less.

PARCEL TWENTY-FIVE (Liber 109, cp 118, Fifth Parcel)

Also Subdivision No. Four (4) of Great Lot No. Eleven (11) containing seventy-one and twenty hundredths (71.20) acres of land more or less.

PARCEL TWENTY-SIX (Liber 109, cp 118, Sixth Parcel)

Also in the same Tract and Township, Great Lots Nos. sixteen (16) seventeen (17) eighteen (18) nineteen (19) twenty (20) twenty-one (21) twenty-eight (28) twenty-nine (29) thirty (30) thirty-one (31) thirty-two (32) thirty-three (33) forty (40) forty-one (41) forty-two (42) and subdivisions four (4) and eleven (11) of Great Lot No. Two (2) containing after deducting the exceptions hereinafter mentioned, nine thousand seventy-six and seventy-three hundredths (9076.73) acres of land more or less.

Excepting and reserving forty (40) acres north part of Subdivision six (6) of Great Lot seventeen (17)

Also excepting and reserving the east half of Great Lots. Nos. thirty-one (31) and forty-two (42) heretofore conveyed by the said Everton Lumber Company to A. J. Milbank. Also conveying hereby a right to use the River for the purpose of driving logs heretofore reserved by the said Everton Lumber Company in the above mentioned conveyance to A. J. Milbank.

PARCEL TWENTY-SEVEN (Liber 109, cp 118, Seventh Parcel)

Also Great Lots Nos. four (4) five (5) six (6) seven (7) eight (8) and nine (9) containing thirty seven hundred sixty-six and ninety hundreds (3766.90) acres of land more or less.

Excepting and reserving Subdivision seven (7) of Great Lot nine (9).

PARCEL TWENTY-EIGHT (Liber 109, cp 118, Eighth thru Twenty First Parcels)

Also the following lands in township No. twelve (12), Great Lots Nos. Nine (9) containing six hundred and nineteen (619) acres of land more or less, Ten (10) containing six hundred thirty-six (636) acres of land more or less, Seventeen (17) containing six hundred fifty (650) acres of land more or less, Twenty-five (25) containing six hundred ten (610) acres of land more or less, Twenty-six (26) containing six hundred seventy-nine (679) acres of land more or less, Thirty-three (33) containing five hundred ninety-five (595) acres of land more or less, Thirty-four (34) containing six hundred eighty-five (685) acres of land more or less, Thirty-five (35) west part thereof, bounded east by lands of Clark, Burr & Johnson, containing three hundred forty-one (341) acres of land more or less, Forty-one (41) north half, and south east quarter (¼) thereof containing four hundred thirty-four (434) acres of land more or less, Forty-two (42) containing six hundred sixty-seven (667) acres of land more or less, Forty-three (43) all that remains after excepting thirty-eight (38) acres of land in the north east corner thereof bounded south by an east and west line twenty-four (24) chains and twenty-seven links south of the north line of the lot and west by a highway, leaving five hundred sixteen (516) acres of land more or less, Forty-nine (49) the east half thereof, containing two hundred thirty (230) acres of land more or less, Fifty (50) containing four hundred eighty-three (483) acres of land more or less, Fifty-three (53) containing four hundred forty-five (445) acres of land more or less.

PARCEL TWENTY-NINE (Liber 109, cp 118, Twenty-Second, Twenty-Third and Twenty-Fourth Parcels)

Also the following lands in Township No. Fifteen (15), the north-west quarter (¼) thereof, Lot Seven (7) containing one hundred sixty-three (163) acres of land more or less, and Lot sixteen (16) containing one hundred seventeen (117) acres of land more or less. Northeast quarter (¼) thereof, part of lot six (6) described as follows: Beginning in the south line of said lot at a point

twenty-five (25) chains west from the south east corner thereof; thence north thirty-four and twenty-five hundreds (34.25) chains; thence west thirty chains; thence south thirty-four and twenty-five hundreds (34.25) chains; thence east thirty chains to the place of beginning containing one hundred and two (102) acres of land more or less.

PARCEL THIRTY (Liber 109, cp 118, Twenty Fifth Parcel)

Southwest quarter thereof, lots one (1) two (2) eleven (11) twelve (12) twenty-one (21) twenty-two (22) thirty-one (31) thirty-two (32) forty-one (41) Harkness survey, particularly described in a deed from Henry Patton and David H. Patton, to said Everton Lumber Company April 20th, 1888 and recorded in the Franklin County Clerk's Office April 23rd 1888 in Liber 82 of Deeds at page 308 containing nine hundred (900) acres of land more or less.

PARCEL THIRTY-ONE (Liber 109, cp 118, Twenty Sixth Parcel)

Also the Railroad leading from St. Regis Falls to Everton, heretofore owned and operated by The Everton Lumber Company, further excepting and excluding therefrom that portion or portions described in and conveyed by the following instruments:

-Deed from St. Regis Paper Company to William G. Rockefeller dated August 7, 1899 and recorded August 26, 1899 in Liber 109 cp 343 in the Franklin County Clerk's Office;

-Deed from St. Regis Paper Company to William Rockefeller dated August 2, 1900 and recorded August 11, 1900 in Liber 111 cp 301 in the Franklin County Clerk's Office;

-Deed from St. Regis Paper Company to The Power Corporation of New York dated 11/4/35 and recorded 12/23/35 in Liber 216 cp 423 in the Franklin County Clerk's Office;

TOGETHER with a right of way as described in indenture from Twin Ponds Associates to St. Regis Paper Company dated 6/1/82 and recorded 11/15/82 in Liber 508 cp 608 in the Franklin County Clerk's Office.

PARCEL THIRTY-TWO (Liber 111, cp 128, First Parcel)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin, and State of New York, being part of lots 3 and 4, Township ten, Great Tract One of Macomb's Purchase, bounded and described as follows, viz: Beginning in the center of the Dickinson Center Road at its intersection with the north bounds of the right of way occupied by the New York and Ottawa Railroad Company, running thence northerly along said road to the south west corner of a lot deeded Ira L. Green January 20, 1893; thence easterly along the south line of said Green lot and the south line of lots deeded George Phillip-Jan. 20, 1893, and L.C. Goodrich Sept. 22, 1893, to the southeast corner of the Goodrich Lot; thence northerly along the east line of said Goodrich lot 21 feet to the north east corner thereof; thence south 78 degrees east

to the north west corner of land heretofore deeded to Ferris J. Meigs thence southerly along said Meigs' land 165 feet to the New York and Ottawa Railroad north boundary line, thence westerly along the north boundary line of said railroad to the place of beginning, containing about 1.50 acres of land, more or less.

PARCEL THIRTY-THREE (Liber 111, cp 128, Second Parcel)

ALSO THE STORE AND OFFICE BUILDING, located on the east side of said Dickinson Center Road and north side of said Railroad track situate partly on the land above described and partly on that portion of said railroad right of way described in a lease heretofore executed by the Northern Adirondack Railroad Company and recorded in the Franklin County Clerk's Office.

PARCEL THIRTY-FOUR (Liber 111, cp 128, Third Parcel)

ALSO THE FOLLOWING PIECE OR PARCEL OF LAND, situate in the lot and Town aforesaid, described as follows: Beginning in the center of the St. Regis River at its intersection with the Dickinson Center Road, running thence northerly along the center of said highway to the south boundary of the New York and Ottawa Railroad right of way; thence easterly along said railroad right of way to the center of the St. Regis River at the railroad bridge; thence down the center of said river as it winds and turns to the place of beginning, containing about 35 acres of land, more or less.

PARCEL THIRTY-FIVE (Liber 111, cp 128, Fourth Parcel)

ALSO ALL THAT OTHER PIECE OR PARCEL OF LAND, situate in said lots and Town aforesaid, bounded as follows: Beginning at the north east corner of land deeded Louis Bouchard in March 1899; thence running northerly to the center of the St. Regis River; thence down the center of said river as it winds and turns to the center of the Dickinson Center highway; thence southerly along the center of said highway to the northwest corner of the land deeded said Louis Bouchard; thence along said Bouchard's north line south 84 degrees east 15.89 chains north 52 degrees east 2.60 chains north 25 degrees east 7 chains to a hemlock post; thence north 12 degrees 30 minutes west 3.20 chains to a cedar post; thence south 80 degrees 45 minutes east 20.45 chains to a hemlock post at the place of beginning, containing after deducting the exceptions hereinafter named about 41 acres of land more or less.

EXCEPTING and RESERVING, from the above the following village lots heretofore sold, said lots being shown on a map on file in the Franklin County Clerk's Office entitled "map of the St. Regis River Lumber Company Village Lots in St. Regis Falls, "viz: Lots Nos. 12, 13, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 28, 29, 30, 31, 32, 33, 36, 37, 44, 45, 46, 47, 48, 49, 55, 56, 57, 74, 75, 76, 78, 78 and ½, 79, 80, 82, 84, 85, 125, 126, and 127.

PARCEL THIRTY-SIX (Liber 111, cp 128, Fifth Parcel)

ALSO ALL THAT OTHER PARCEL OF LAND, in said lot and Town aforesaid, described as follows: Beginning in the center of the St. Regis River at its intersection with the center of the Dickinson Center highway; thence southerly along the center of said highway to the north east corner of land of Daniel I. McNeil; thence north 86 degrees west 28.50 chains, thence north 4 degrees east 20.31 chains to the southwest corner of a lot deeded by Hammond to Spaulding November 2, 1865, thence south 87 degrees east along said Spaulding lot 18.25 to the westerly margin of the St. Regis River; thence north 3 degrees east across said river one chain to high water mark; thence up along said river at highwater mark as it winds and turns to the center of the said highway; thence southerly to the center of said river at the place of beginning, containing after deductions the exceptions hereinafter mentioned 56 acres more or less.

EXCEPTING and RESERVING, from the above the following village lots shown on the above mentioned map, viz: Lots Nos. 131,132, 133,134,135,136,141,142,143,144, and 146; also excepting part of lot 145 described in a deed to O.S. Southworth which deed is recorded in Franklin County Clerk's Office in Liber of Deeds 102, at page 123; also excepting part of lot No. 140 and the east end of Pine Street described in a deed to M.A. Rowell, recorded in Liber 101 of Deeds at page 173 in the Franklin County Clerk's Office.

FURTHER excepting and excluding therefrom that portion or portions described and conveyed by the following instruments:

-Deed from St. Regis Paper Company to the New York Central Railroad Company dated 3/8/18 and recorded 3/15/18 in Liber 160 cp 404 in the Franklin County Clerk's Office;

-Deed from St. Regis Paper Company to C.C. Southworth dated 1/2/29 and recorded 7/24/29 in Liber 199 cp 338 in the Franklin County Clerk's Office;

-Deed from St. Regis Paper Company to Fred Lang and Elizabeth Lang dated 4/8/40 and recorded 4/25/40 in Liber 228 cp 253 in the Franklin County Clerk's Office;

-Deed from St. Regis Paper Company to David Deshaw & Maud Deshaw dated 10/9/40 and recorded 11/15/41 in Liber 232 cp 223 in the Franklin County Clerk's Office;

-Deed from St. Regis Paper Company to Maud Deshaw dated 2/11/46 and recorded 3/1/46 in Liber 249 cp 126 in the Franklin County Clerk's Office;

-Deed from St. Regis Paper Company to Maple Lead Housing Inc., dated 11/6/80 and recorded 12/1/80 in Liber 499 cp 902 in the Franklin County Clerk's Office;

-Deed from Champion International Corporation to Riverrat Glass & Electric Inc., dated 7/30/90 and recorded 9/21/90 in Liber 548 cp 803 in the Franklin County Clerk's Office;

-Deed from Champion International Corporation to Town of Waverly dated 3/6/90 and recorded 4/11/91 in Liber 555 cp 240 in the Franklin County Clerk's Office;

PARCEL THIRTY-SEVEN (Liber 125, cp 1)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin, and State of New York, being part of lot five, and bounded as follows: - Beginning at the S. E. corner of lot 5; thence N. 87° W. twenty four chains and one link (24.01) to center of St. Regis River; thence N. 58° W. nine chains ninety three links (9.93) along center of river, thence S. 87° W. eleven chains seventy links (11.70) along center of river to corner of 22 acres, deeded to Santa Clara Lumber Co. 1888; thence N. 4° E. twenty two chains twenty five links (22.25) to the N.E. corner of said 22 acres; thence N. 87° E. sixteen chains eighty five links (16.85) to corner of (44.85) acres deeded M. Heath Nov. 1889; thence N. 3° E. fourteen chains fifty links (14.50) to N.E. corner of said 44.85 acres; thence S. 87° E. twenty seven chains twenty six links (27.26) to east line of lot 5; thence S. 3° W. forty three chains ninety links along lot line to place of beginning, containing 157 acres, more or less, being same premises conveyed by B.L. Orcutt to H.E. O'Neil, June 8th, 1905, recorded Liber 124, Page 461, June 19th, '05.

PARCEL THIRTY-EIGHT (Liber 194, cp 429)

ALL THAT TRACT OR PARCEL OF LAND, situated in the Town of Waverly, County of Franklin and State of New York, being part of Lot #4, of Township 10, bounded as follows: BEGINNING in the center of the road at the N.E. corner of land deeded to Milton Heath Jan. 12th 1883, and known as the Flemming Lot, thence S. 87 degrees E. 9 chains 15 links along the center of the road to the N.W. corner of a cemetery belonging to the Town of Waverly; thence S.3 degrees W. about 24 chains to the S. line of the Everton Railway; thence southwesterly along south line of said Railway and N. line of 7.5 acres of land deeded the Santa Clara Lumber Company May 29th, 1893, to the easterly line of the Flemming Farm; thence N. 3 degrees E. about 30 chains to the place of beginning, but there is EXCEPTED the right of way of the Everton Railway 20 feet in width heretofore deeded to the Everton Railway. The land conveyed is 26.94 acres of land, more or less, it being the intention to convey all the land deeded to Lyman Davidson by Edward E. David and wife by deed recorded in Liber 174 of Deeds at page 340 and deeded by Lyman Davidson and wife to John Flynn and Mary Flynn, his wife, by deed recorded in Liber 193 of Deeds at page 275.

FURTHER EXCEPTING and excluding therefrom that portion or portions described in a certain deed from St. Regis Paper Company to Sanford Beyette dated 4/4/41 and recorded April 15, 1941 in Liber 231 cp 121.

PARCEL THIRTY-NINE (Liber 199, cp 492, First Parcel)

ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate lying and being in the State of New York, Macomb's Purchase, Great Tract Number One, Township Ten, County of Franklin, Town of Waverly Number Ten, which is known and distinguished as parts of Lots numbered one and eight, and is bounded as follows, to wit: BEGINNING in the South line of Lot Numbered One (which is also the North line of Lot Numbered Eight) at the South-west corner of forty-seven acres and sixty-six hundredths of an acre deeded the sixteenth March eighteen hundred and sixty-five to Ruel Bastin by Henry E. Pierrepont (said point being thirty-five chains and seventy links distance from the South-east corner of Lot Numbered One); thence North, three degrees East, fifteen chains to the South-west corner of fifty acres deeded twenty-fifth November eighteen hundred twenty to Thomas Meacham by the executors of William Constable; thence south, eighty-seven degrees East, twelve chains fifty links along said Meacham land to its southeast corner; thence South, fourteen degrees East, thirteen chains fifty links; thence South, two degrees West sixteen chains fifty links, both last directions along the center of the road; thence North, eighty-eight degrees West, sixteen chains and seventy-five links to the tract of two hundred and twenty-five acres and twenty-four hundredths (in the North-west corner of lot numbered eight) deeded first March eighteen hundred sixty-four to Lyman Day by Henry E. Pierrepont; thence North, three degrees East, fourteen chains along said Lyman Day lot to its North-east corner in the north line of lot numbered eight, thence westerly along the south line of lot numbered one, forty two links to the point of beginning, containing forty five acres and ninety-one hundredths of an acre more or less.

PARCEL FORTY (Liber 199, cp 492, Second Parcel)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Waverly, No. 10, County of Franklin, and State of New York bounded and described as follows, viz: Macomb's Purchase, Great Tract No. 1, Township No. 10, part of lot No. 38, BEGINNING in the west line of said lot No. 38, at the southwest corner of 90.68 acres in said lot deeded to O.P. Dexter, on the 4th of January, 1897, by Henry E. Pierrepont et al, and running thence south 87 degrees east 19 chains and 50 links, thence south three degrees west 6 chains and 50 links; thence south 87 degrees east 15 chains all on the bounds of said Dexter lot, to the west line of 911 acres deeded said Dexter on the 6th of January 1887, by Henry E. Pierrepont, thence south 3 degrees west 7 chains and 10 links along said last mentioned land to its southwest corner, and to the north line of 45 acres and 61/100 of an acre deeded to said Dexter on the 4th of January, 1897, by Henry E. Pierrepont et al; thence north 87 degrees west along said last mentioned land 4 chains to the north west corner thereof, thence south 4 degrees west 8 chains and 50 links to the west line of the same; thence north 87 degrees West 30 chains and 50 links to the west line of said lot No. 38; thence north 3 degrees east along the west line of said lot No.38, 22 chains to the point of beginning, containing 62.05 acres, more or less.

PARCEL FORTY-ONE (Liber 199, cp 492, Third Parcel)

ALSO ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, situate, lying and being in the Town of Waverly No. 10, County of Franklin, and State of New York, known and distinguished as part of lot Number twenty-nine (29) and is bounded as follows, to wit:- BEGINNING in the west line of Lot No. 29, at the S. W. Corner of 35 acres deeded S.W.& E. G. Chambers 21st Feb. 1890; thence east sixteen chains one link on S. Line of said Chambers lot; thence south thirteen chains thirty two links to N. Line of 277 3/100 acres deeded F. M. Heath 28th Feb. 1893; thence west six chains one link on the N. bounds of same to west line of Lot No. 29, said line being also west line of Township No. 10, and of the County of Franklin, thence North thirteen chains thirty links on said line to the place of beginning, containing eight acres, more or less.

PARCEL FORTY-TWO (Liber 199, cp 492, Fourth Parcel)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin, and State of New York, being part of Lots 8 & 15, of Township 10, in Great Tract No. 1, of Macomb's Purchase, COMMENCING at the Southwest corner of said lot No.8, which is also the northwest corner of said lot No. 15, and also in the line dividing the Counties of St. Lawrence and Franklin, and running thence north three degrees east on the west line of said lot No. 8 and said County line, fifteen chains to the southwest corner of 225.24 acres of land deeded to Lyman Day by Henry E. Pierrepont on the 1st day of March 1864, thence south 87 degrees east 25 chains along said deeded land to the north-west corner of 46.03 acres deeded to Willard Howe by Henry E. Pierrepont, on the 19th day of November, 1885, thence south 3 degrees west along the west line of said lot deeded to Howe, 15. 30 chains to the south line of lot No. 8, which is also the north line of said lot No. 15, thence continued in the same course 25 chains to the north east corner of 47.25 acres deeded to James G. Berdrow by Henry E. Pierrepont, on the 7th day of April, 1874; thence north 87 degrees west along the north line of said land deeded to Berdrow, to its northwest corner, in the west line of said lot No. 15, 24 chains thence north 3 degrees east along said west line of said lot No. 15, which is in the County line, 25 chains to the point of beginning, containing 100 acres of land, more or less,

EXCEPTING therefrom about 10 acres deeded Albert Storey by Ophelia O'Neil July 13, 1923.

PARCEL FORTY-THREE (Liber 199, cp 492, Fifth Parcel)

ALSO ALL THE RIGHT, TITLE AND INTEREST IN THAT FARM, LOT, PIECE OR PARCEL OF LAND, situate, lying and being in the State of New York, Macomb's Purchase, Great Tract Number one, Township Ten, County of Franklin, Town of Waverly, Number Ten, which is known and distinguished as parts of Lots numbered twenty six and thirty three, and is bounded as follows, to wit: - BEGINNING in the south line of lot numbered twenty six, thirty two chains and seventy-three links from its southwest corner; at the southwest corner of one hundred

and forty three acres and seventy four hundredths of an acre (in lot numbered twenty-six) deeded sixteenth February eighteen hundred sixty seven, to Edward Spaulding, Trustee, by Henry E. Pierrepont; running thence North four degrees east along the west line of said land four chains, thence south eighty-six degrees east thirty five chains to the center of the Dickinson Center Road (now called the Blue Mountain Road) thence south nineteen and one half degrees west eleven chains and ninety eight links, thence south twenty-six and one quarter degrees west four chains, thence south eight degrees west three chains and ninety two links, thence south one and one half degrees east two chains and ninety links, all along said Blue Mountain Road, thence north eighty six degrees west twenty five chains to the west line of one hundred and sixty six acres and forty three hundredths of an acre (in lot numbered thirty three) deeded fifteenth January eighteen hundred sixty eight, to Edward Spaulding et al, by Henry E. Pierrepont; thence north four degrees east along the west line of said last mentioned land twenty chains to its northwest corner in the north line of Lot Numbered thirty three (which is also the South line of lot numbered twenty-six, thence north eighty six degrees west four and one half chains along the south line of lot numbered twenty six, to the point of beginning, containing sixty six acres and ninety-one one-hundredths of an acre, more or less.

PARCEL FORTY-FOUR (Liber 199, cp 492, Sixth Parcel)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin and State of New York, being in Township No. Ten, of Great Tract No. One, of Macomb's Purchase, part of Lots Nos. 15, 22, and bounded and described as follows: BEGINNING in the County line and Township line at the southwest corner of lot No. fifteen, being also the northwest corner of lot No. twenty two, said point being two hundred and thirty five chains and thirty five links from the north west corner of said Township No. Ten thence north 3 degrees east on said Town and County line eleven chains and fifty eight links to the southwest corner of forty eight acres and thirty nine hundredths of an acre deeded to William Gilbreth March 24th, 1880 by Henry E. Pierrepont, thence south 87 degrees east twenty chains, north 3 degrees east thirteen chains, south 87 degrees east three chains and twenty five links, all along said Gilbreth's land, to thirty-five acres and six hundredths of an acre deeded to Frederick M. Heath November 23, 1897, by Henry E. Pierrepont et al; thence south 87 degrees east seven chains and fifty links, south 3 degrees west five chains and seventy five links on the bound of said deeded lot to the northwest corner of fifty one acres and ninety one hundredths of an acre deeded to Milton Heath December 20, 1890, by Henry E. Pierrepont, et al; thence south 3 degrees west eighteen chains and sixty links along said lot to its south west corner in the south line of Lot No. fifteen; thence north 87 degrees west 8 chains 74 links on the south line of Lot No. fifteen, which is also the north line of lot number twenty-two, to the north west corner of fifty acres and fifty three hundredths of an acre, deeded to Frederick M. Heath November 23rd, 1897; by Henry E. Pierrepont, et al, thence south 3 degrees west sixteen chains and twenty five links to the southwest corner of forty-six acres and nineteen hundredths of an acre deeded to Frank Debien, Jr., April 8th, 1886, by Henry E. Pierrepont; thence south 87 degrees east thirteen chains and forty links, south 45 degrees west four chains and sixty links; thence south 3 degrees west three chains and fifteen links, all along the bounds of said Debien lot to the southwest corner thereof; which is also

the northeast corner of twenty seven acres and thirty four hundredths of an acre deeded to Azro L. Blake, May 31st, 1888, by Henry E. Pierrepont, thence north 87 degrees west thirty three chains and seventy five links to the northwest corner of twenty four acres and eight tenths of an acre deeded to S.P. and Edward Spaulding January 15th, 1868 by Henry E. Pierrepont in the west line of lot, Town, County of Franklin, thence north 3 degrees east along said line twenty-two chains and seventy five links to the place of beginning, containing one hundred and six acres and twenty nine hundredths of an acre, more or less.

PARCEL FORTY-FIVE (Liber 199, cp 492, Seventh Parcel)

ALSO ALL THAT CERTAIN OTHER TRACT OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin and State of New York, being in Township No. Ten, of Great Tract No. One, of Macomb's Purchase, part of Lots Nos. 23 and 30, and bounded and described as follows: BEGINNING at the Southwest corner of lot twenty three, which is also the northwest corner of lot thirty, and thence north 3 degrees east along said lot line twenty three chains and sixty one links or thereabouts, to the south west corner of forty nine acres deeded to O.P. Dexter, September 17th, 1895, by Henry E. Pierrepont et al; thence south 87 degrees east forty chains along said forty nine acres to the north west corner of thirty seven acres and thirty four hundredths of an acre deeded to Frederick N. Heath August 14th, 1891, by Henry E. Pierrepont et al; thence south 2 degrees west twenty seven chains along said Heath Lot to its southwest corner in the south line lot twenty three, which is also the north line of lot No. Thirty; thence north 87 degrees west along said lot line five chains and seventy links to a northwest corner of five hundred and fifty three acres deeded Milton Heath January 16, 1890, by Henry E. Pierrepont, et al, thence south 3 degrees west eight chains and twenty five links along said land to the northeast corner of forty five acres and twenty three hundredths of an acre deeded to S. W. & E. S. Chambers February 21, 1890; thence north 87 degrees west thirty four chains and fifty links to west line of lot No. thirty; thence north 3 degrees east along said lot line eight chains and twenty five links to the place of beginning, containing one hundred and twenty nine acres and ninety six hundredths of an acre, more or less.

PARCEL FORTY-SIX (Liber 199, cp 492, Eighth Parcel)

ALSO ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate lying and being in the State of New York, Macomb's Purchase, Great Tract Number One, Township Ten, County of Franklin, Town of Waverly, Number Ten, which is known and distinguished as part of lot numbered thirty eight and bounded as follows, to wit: BEGINNING in the west line of said lot numbered thirty eight at the southwest corner of forty-six acres and sixty eight hundredths of an acre quit-claimed twenty sixth November eighteen hundred ninety two to Dexter by Henry E. Pierrepont et al, (said point being twelve chains fifty links distant from the northwest corner of lot numbered thirty eight) running thence south eighty six degrees east thirty four chains thirty eight links along said quit-claimed land to land deeded sixth January eighteen hundred eighty-seven to said Dexter by Henry E. Pierrepont, thence south four degrees west along the last mentioned land thirty chains, thence north eighty six degrees west fifteen chains, thence north four degrees east six chains fifty

links, thence north eighty six degrees west nineteen chains fifty links to the west line of lot numbered thirty eight, thence north four degrees east twenty three chains fifty links along said west line (which is also the east line of lot numbered thirty seven) to the point of beginning, containing ninety acres and sixty eight hundredths of an acre more or less.

PARCEL FORTY-SEVEN (Liber 199, cp 492, Ninth Parcel)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin, and State of New York, being Macomb's Purchase, Great Tract No. 1, Township No. 10, known as part of lots Nos. 29,36,43,44 of said Township, and bounded as follows: BEGINNING at the Northwest corner of said lot No. thirty-six, which is also the southwest corner of said lot No. twenty-nine, and running thence south three degrees west ten chains and thirty one links along the west line of said lot No. thirty-six, which is also the west line of Franklin County, thence south eighty seven degrees east fourteen chains and ninety links; thence south three degrees west seventeen chains, thence south eighty seven degrees east eleven chains, thence south three degrees west thirty two chains; thence south eighty seven degrees east eight chains, thence south three degrees west twenty chains to the south line of said lot No. thirty six, which is also the north line of said lot No. forty-three; thence south three degrees west twelve chains and fifty links, thence south eighty seven degrees east twenty chains and fifty links to a corner in Little East Pond; thence north three degrees east two chains and fifty links; thence south eighty seven degrees east fourteen chains and sixty five links to the east line of said lot No. forty-three, which is also the west line of said lot No. forty-four, thence south eighty seven degrees east ten chains thence north three degrees east ten chains to the north line of said lot No. forty-four; thence north eighty seven degrees west ten chains along the north line of said lot No. forty-four to its northwest corner, which is also the southeast corner of said lot No. thirty-six, thence north three degrees east five chains on the east line of said lot No. thirty-six to a corner of land formerly owned by Harriet Larocque; thence north eighty seven degrees west fourteen chains and sixty five links to a corner of said Larocque lot; thence north three degrees east fifteen chains and north eighty seven degrees west eight chains along said Larocque lot; thence north thirty degrees east fifty nine chains and thirty one links along the west line of said Larocque lot and of eighty one acres and seven tenths of an acre known as the Waldo Gardiner lot to the north line of said Lot No. thirty six thence north eighty seven degrees west thirty one chains along said north line, which is also the south line of said lot No. twenty-nine, thence north three degrees east nine chains and sixty nine links thence north eighty seven degrees west fourteen chains and eighty eight links to the west line of said lot No. twenty nine which is also the County line; thence south three degrees west nine chains and sixty nine links along said line to the place of beginning, containing two hundred and seventy seven acres and three one hundredths of an acre of land, more or less.

PARCEL FORTY-EIGHT (Liber 199, cp 492, Tenth Parcel)

ALSO THAT CERTAIN PIECE OF LAND, situate in the Town of Waverly, Township No.10, County of Franklin, State of New York, being part of Lots 36 and 37, BEGINNING in the west line of Lot No. 37, at the northwest corner of one hundred acres deeded to M. Heath in 1892,

south 3 degrees west 35 chains to the northeast corner of Blake lot, deeded to Heath in 1893: north 87 degrees west 14 chains 65 links, north 3 degrees east 15 chains, north 87 degrees west 8 chains, north 3 degrees east 25½ chains all along bounds of said Blake lot to corner of Gardner lot, south 87 degrees east 48 chains, south 3 degrees west 5 chains to the northeast corner of said one hundred acres, north 87 degrees west 25 chains to the place of beginning, containing 92 and 62/100ths, acres of land be the same more or less.

PARCEL FORTY-NINE (Liber 199, cp 492, Eleventh Parcel)

ALSO ALL THAT OTHER PIECE OF LAND, situate in the said Town of Waverly, County of Franklin, and State of New York, in said Township 10, being part of Lot No. 37; BEGINNING at the southwest corner of lot No. 37, running thence north 3 degrees east 40 chains along the lot line, thence south 87 degrees east 25 chains along the south line of land once contracted to Harriet Larocque, thence south 3 degrees west 40 chains to the south line of lot 37; thence north 87 degrees west 25 chains to the place of beginning, containing one hundred acres of land, be the same more or less.

PARCEL FIFTY (Liber 199, cp 492, Twelfth Parcel)

ALSO ALL THAT CERTAIN OTHER PIECE OR PARCEL OF LAND, situate in the said Town of Waverly, County of Franklin, and State of New York, being part of lots Nos. 23,30 and 37, bounded as follows: BEGINNING at the northeast corner of lot 30, thence south 2 degrees west 74 chains 94 links along the east line of said lot 30 to its southeast corner; thence south 2 degrees west 53 chains 50 links along the east line of lot 37; thence north 88 degrees west 40 chains, thence north 2 degrees east 27 chains 60 links, thence north 88 degrees west 20 chains, thence north 2 degrees east 25 chains 40 links to the north line of lot 37; thence north 2 degrees east 50 chains 20 links; thence south 88 degrees east 20 chains; thence north 2 degrees east 25 chains to the north line of lot 30; thence south 88 degrees east 5 chains 73 links along the north line of said lot 30; thence north 2 degrees east 27 chains to the south line of 49 acres in lot 23 deeded September 17, 1895 to said Dexter by Henry E. Pierrepont and others; thence south 88 degrees east 8 chains along the said last mentioned line to 130 and 35/100ths acres deeded March 22, 1889 to Milton Heath by Henry E. Pierrepont and others; thence south 15 degrees east 3 chains 70 links; thence south 86 degrees east 6 chains 45 links both along the last mentioned land to the northwest corner of 48 and 75/100ths acres deeded October 19, 1892, to said Dexter by said Henry E. Pierrepont and others; thence south 2 degrees west 24 chains to the southwest corner of the last mentioned land; thence south 88 degrees east 19 chains 50 links along the south line of lot 23, which is also the north line of lot 30, to the place of beginning, the whole piece containing 700 and 74.100 acres more or less.

PARCEL FIFTY-ONE (Liber 199, cp 492, Thirteenth Parcel)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin and State of New York, described and bounded as follows: BEGINNING in the N. W.

corner of Great Lot No. 33 running S. 87 degrees E. on the north line of said lot No. 33, 36 chains to the N.W. corner of the formerly B.F. Haley lot of 52.91 acres in Lot No. 33, thence S. 4 degrees W. 38.23 chains along the west line of the said Haley lot and the west lines of S. W. Gillett 15 acre lot, the W. A. Bushey 25 acre lot, and the Conklin Gile 32.51 acre lot to a point N. 4 degrees E. 9.02 chains from the S.W. corner of the said Conklin & Gile lot; thence N. 87 degrees W. 36 chains to the west line of lot 33 and S.W. corner of the N.W. one quarter of lot No. 33; thence N. 4 degrees E. 38.23 chains along the west line of lot No. 33 to the N.W. corner thereof and the place of beginning, containing 137.62 acres, more or less.

PARCEL FIFTY-TWO (Liber 199, cp 492, Fourteenth Parcel)

ALSO ALL THAT CERTAIN OTHER PIECE OR PARCEL OF LAND, situate in the said town of Waverly, County of Franklin, and State of New York, known as part of Lot 24, bounded as follows: BEGINNING at the south west corner of Lot 24; running thence south 86 degrees east 14 chains 36 links on the south line of said lot, which is also the north line of lot 31, and also on the north line of 84 acres in lot 31 deeded March 17, 1888 to Milton Heath by Henry E. Pierrepont to the southwest corner of 64 acres in lot 24, deeded January 9, 1869, to Asa Moon, but recorded Moore, by Henry E. Pierrepont; thence North 4 degrees East 19 chains along said Moon's land to 64 acres in lot 24; deeded November 15, 1889 to Milton Heath by Henry E. Pierrepont and others; thence north 86 degrees west 13 chains 75 links along said Heath land to the west line of lot 24, which is also the east line of lot 23, and to 48 and three-quarters acres in lot 23, deeded October 19, 1892, to said Dexter by Henry E. Pierrepont and others; thence south 4 degrees west 19 chains along said west line and along the said Dexter land to the point of beginning, containing 26 and 62/100ths acres, more or less.

PARCEL FIFTY-THREE (Liber 199, cp 492, Fifteenth Parcel)

ALSO ALL THAT CERTAIN OTHER PIECE OR PARCEL OF LAND, situate in the said Town of Waverly, County of Franklin, and State of New York, known as part of lots 16 and 23 bounded as follows: BEGINNING on lot 23 at a point in the east line thereof distant north 2 degrees east 42 chains from the southeast corner of said lot 23, said corner being also the south-west corner of lot 24, the northwest corner of lot 31 and the northeast corner of lot 30, and at the northeast corner of 130 and 35/100ths, acres deeded to Milton Heath March 22, 1889; running thence north 87 degrees west 20 chains 20 links to an angle in the said Heath lot; thence north 2 degrees east 24 chains to the north east corner of 26 and 60/100ths acres deeded B.L. Orcutt January 3, 1894; thence north 87 degrees west 13 chains 7 links to an angle in said Orcutt's land; thence north 2 degrees east 21 chains to south line of 30 and 70/100ths acres in lot 16, now known as the C.O. Weller lot; thence south 87 degrees east 23 chains to an angle in the bounds of 27 acres, now known as the Sam Jones lot; thence south 2 degrees west 20 chains; thence south 87 degrees east 10 chains to the east line of lot 23; thence south 2 degrees west 25 chains on the east line of lot 23, to the place of beginning, containing 98 and 72/100 acres, more or less.

PARCEL FIFTY-FOUR (Liber 199, cp 492, Sixteenth Parcel)

ALSO ALL THAT CERTAIN OTHER PIECE OR PARCEL OF LAND, situate in said Town of Waverly, County of Franklin, and State of New York, known as part of lot 24, bounded as follows: BEGINNING at the northeast corner of 60 acres in lot 24, deeded January 9, 1869 to Asa Moon by Henry E. Pierrepont; thence North 87 degrees west 26 chains on the north line of said Moon's land to the northwest corner thereof; thence north 3 degrees east 35 chains on the east line of 62 acres in lot 24, deeded November 15, 1889 to Milton Heath by Henry E. Pierrepont and others sometime called the Case and Downey lot; thence south 87 degrees east 25 chains 35 links along last mentioned land, and along the south line of 30 and 73/100ths acres in lot 24, deeded February 14, 1890 to Grant E. Palmer by Henry E. Pierrepont and others, to the southeast corner thereof; thence south 3 degrees west 35 chains along the west line of 25 and 65/100ths acres in lot 24 deeded January 3, 1889 to Alexander Richards by Henry E. Pierrepont and others; once contracted to John Dewyea; of 25 and 65/100ths acres in lot 24, deeded November 15, 1889 to Milton Heath by Henry E. Pierrepont, once contracted to Richard Martin; of 153 and 23/100ths. acres in lot 24, deeded December 20, 1890 to Milton Heath by Henry E. Pierrepont and others, of which the northern part was or is contracted to Helen Laroe, to the place of beginning, containing 89 and 85/100ths acres more or less, being the same land deeded February 12, 1887 to William Dan Dustin by Henry E. Pierrepont, EXCEPTING the north end down to a line drawn parallel to the north line of the whole parcel from the southwest corner of the land mentioned above, as once contracted to Richard Martin, containing 63 acres, more or less.

PARCEL FIFTY-FIVE (Liber 199, cp 492, Seventeenth Parcel)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin and State of New York, known and distinguished as part of lot 24, bounded as follows: BEGINNING in the west line of lot No. 24; which is also the east line of lot 23, sixteen chains 22 links from the northwest corner of lot 24, which is also the northeast corner of lot 23, the southeast corner of lot 16 and the southwest corner of lot 17, at the southwest corner of 40 acres deeded December 20, 1890 to Milton Heath by Henry E. Pierrepont and others; running thence south 87 degrees east 25 chains 30 links along the last mentioned line to the southeast corner thereof, and to 30 acres and 73/100ths of an acre deeded February 14, 1890, to Grant E. Palmer by Henry E. Pierrepont, thence south 3 degrees west 4 chains along the last mentioned land to the southwest corner thereof and to 89 and 35/100ths acres deeded February 12, 1887 to William Dana Dustin by Henry E. Pierrepont; thence north 87 degrees west 10 chains along the last mentioned land to the northwest corner thereof; thence south 3 degrees west 39 chains along the last mentioned land and along 60 acres deeded January 9, 1869, to Asa Moon by Henry E. Pierrepont to the north east corner of 26 and 62/100ths acres deeded September 4th, 1888 to George A. Bedrow by Henry E. Pierrepont and others; thence north 87 degrees west 13 chains 75 links along the last mentioned land to the northwest corner thereof, and to the west line of lot 24, thence north 3 degrees east 43 chains along the west line of lot 24 to the place of beginning, containing sixty-two acres, more or less.

PARCEL FIFTY-SIX (Liber 199, cp 492, Eighteenth Parcel)

ALSO ALL THAT CERTAIN OTHER PIECE OR PARCEL OF LAND, situate in the said Town of Waverly, County of Franklin, and State of New York, known as part of lot 23, bounded as follows:-BEGINNING in the west line of lot 23, which is also the east line of lot 22, at a point 23 chains 61 links distant from the southwest corner thereof, which is also the southeast corner of lot 22, the northeast corner of lot 29 and the northwest corner of lot 30, which corner is 69 chains 14 links distant in the direction south 87 degrees east from the southwest corner of lot 22, in the west line of Township 10, the last mentioned corner being 233 chains 12 links distant from the southwest corner of Township 10; runs thence south 87 degrees east 47 chains 50 links partly along 37 and 34/100ths acres in lot 23 deeded August 14, 1891 to Frederic M. Heath by Henry E. Pierrepont and others to the corner of last mentioned land, and to 130 and 35/100ths acres in lot 23, deeded March 22, 1889 to Milton Heath by Henry E. Pierrepont and others; thence north 15 degrees west 2 chains, thence north 35 degrees west 6 chains 40 links; thence south 70 degrees west 5 chains, thence north 75 degrees west 4 chains, thence south 71 degrees west 5 chains 90 links; thence north 87 degrees west 8 chains 40 links; thence north 77 degrees west 4 chains 55 links; thence north 30 degrees west 15 chains 40 links; thence north 4 degrees east 12 chains 50 links all along the last mentioned land to the most westerly northwest corner thereof; thence north 87 degrees west 12 chains 10 links to the west line of lot 23, which is also the east line of lot 22, thence south 3 degrees west 26 chains along the said west line to the point of beginning containing 49 acres, more or less.

PARCEL FIFTY-SEVEN (Liber 199, cp 492, Nineteenth Parcel)

ALSO ALL THAT CERTAIN OTHER PIECE OR PARCEL OF LAND, situate in the Town of Waverly, number ten, Franklin County, and State of New York, known and distinguished as part of lot 31, bounded as follows: to wit: BEGINNING at the northeast corner of lot 31 marked by Surveyor W.B. Gilbert C.E., September or October 1841, by his spruce stake, witnessed by a spruce tree 9" in diameter 7 links northwest of stake; thence south on east line of lot 31 to the north line of land deeded said O.P. Dexter January 6, 1887; thence west on north line of said deeded land to the northwest corner of same; thence south on west line of same to the south line of lot 31; thence west on south line of said lot 31 to the southwest corner thereof, marked by Surveyor W. B. Gilbert September or October 1841, by a spruce stake, witnessed by a beech tree, 17 links northeast of stake; thence north on west line of lot 31 about 55 chains 44 links to the southwest corner of 84 acres formerly under contract to Harriet G. Baker, thence east on south line of said Baker lot about 40 chains to the southeast corner thereof; thence north on east line of same about 21 chains to the north line of lot 31; thence east on said lot line to the place of beginning, containing 337 and 50/100ths acres more or less.

PARCEL FIFTY-EIGHT (Liber 199, cp 492, Twentieth Parcel)

ALSO ALL THAT CERTAIN OTHER PIECE OR PARCEL OF LAND, situate in the said Town of Waverly, County of Franklin, and State of New York, bounded as follows; BEGINNING at the

northwest corner of lot No. 31, running thence south 88 degrees east 40 chains on the north line of lot 31 to the west line of land deeded O.P. Dexter. December 9, 1887; thence south 2 degrees west 21 chains and north 88 degrees west 40 chains on the bounds of said deeded land to the west line of lot No. 31; thence north 2 degrees east 21 chains on the west line of lot No. 31, to the place of beginning, containing 84 acres more or less.

PARCEL FIFTY-NINE (Liber 199, cp 492, Twenty-First Parcel)

ALSO ALL THAT CERTAIN OTHER PIECE OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin and State of New York, known as part of Lot No. 24, bounded as follows, to wit: BEGINNING in the south line of lot 24, at the southeast corner of 60 acres deeded Asa Moon, January 9, 1869, and running thence north 3 degrees east 4 chains on east line of said Moon's lot to the southwest corner of 43 and 19/100ths acres heretofore under contract to John Mashtar; thence east 33 chains on the south line of said contracted land to the southeast corner thereof and the west line of land once contracted to J. W. Shanley, thence south 2 degrees west one chain 93 links and south 6 degrees east 2 chains 30 links along the west line of said Shanley lot to the south line of lot No. 24, and the north line of 337 and 50/100ths acres deeded to said Dexter December, 1887; thence north 87 degrees west 33 chains 40 links on lot line to the place of beginning, containing 12 and 24/100ths acres, more or less.

PARCEL SIXTY (Liber 199, cp 492, Twenty-Second Parcel)

ALSO ALL THAT OTHER PIECE OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin and State of New York, known as part of lot 23, bounded as follows, to wit: BEGINNING at the southeast corner of lot 23, and runs thence north 86 degrees west 19 chains 50 links on the south line of said lot 23 to the southeast corner of 37 and 34/100ths acres deeded Frederic M. Heath 14th of August, 1891; thence north 4 degrees east 24 chains on the east line of said Heath lot to the south line of 130 and 35/100ths acres deeded Milton Heath 22nd of March, 1889; thence south 86 degrees east 4 chains 50 links and north 81 degrees east 15 chains on the south line of said Milton Heath's lot to the east line of lot 23; thence south 4 degrees west 25 chains 50 links on said lot line to the place of beginning, containing 48 and 75/100ths acres, more or less.

PARCEL SIXTY-ONE (Liber 199, cp 492, Twenty-Third Parcel)

ALSO ALL THAT OTHER PIECE OR PARCEL OF LAND, situate in the said Town of Waverly, County of Franklin and State of New York, bounded as follows: BEGINNING at the northwest corner of lot 38, and runs thence south 86 degrees east 37 chains 35 links on the north line of said lot 38 to land formerly owned by O.P. Dexter, thence south 4 degrees west 12 chains 58 links on line of said Dexter lot; thence north 86 degrees west 37 chains 35 links to the west line of lot 38, thence north 4 degrees east 12 chains 50 links on said lot line to the place of beginning, containing 46 and 8/100ths acres as surveyed by O.P. Whitney October 18th, 1879.

PARCEL SIXTY-TWO (Liber 199, cp 492, Twenty-Fourth Parcel)

ALSO ALL THAT CERTAIN OTHER PIECE OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin and State of New York, known as part of lot 24, bounded as follows: BEGINNING in the south line of said lot 24 and 14 chains 36 links eastwardly from the southwest corner thereof, and runs thence north 3 degrees east 23 chains 8 links; thence south 87 degrees east 26 chains; thence south 3 degrees west 23 chains 8 links to the south line of said lot 24; thence thereon north 87 degrees west 26 chains to the place of beginning, containing 60 acres, more or less, as surveyed November 26, 1868 by Milton Heath.

PARCEL SIXTY-THREE (Liber 199, cp 492, Twenty-Fifth Parcel)

ALSO ALL THAT CERTAIN OTHER PIECE OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin and State of New York, known as part of lot 24, bounded as follows: BEGINNING in the east line of 60 acres deeded Asa Moon by Henry E. Pierrepont January 9, 1869, (said east line being one continuous straight line COMMENCING in the south line of said lot 24, forty chains 36 links in the southwest corner thereof) and also at the northwest corner of 12 and 24/100 acres deeded O.P. Dexter by Henry E. Pierrepont and others, November 21, 1888, running thence north 2 degrees east 22 chains 8 links along the east line of said Moon's lot and east line of 89 and 85/100ths acres deeded to William D. Dustin by Henry E. Pierrepont February 12, 1887; thence south 88 degrees east 35 chains 45 links to the east line of said lot 24; thence south 2 degrees west 16 chains 75 links along said lot line to an angle in land deeded to Milton Heath by Henry E. Pierrepont and others; November 15, 1889; thence south 43 degrees west 3 chains 5 links; thence south 21 degrees 30' west one chain sixty-five links, both along said Heath's line and along the center of the surveyed road to the northeast corner of the above mentioned lot; thence north 88 degrees west 33 chains to the place of beginning, containing 77 and 54/100ths acres more or less.

PARCEL SIXTY-FOUR (Liber 199, cp 492, Twenty-Sixth Parcel)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Town of Waverly, County of Franklin and State of New York, known as part of lot 23, bounded as follows: BEGINNING in the east line of said lot 23, at the north east corner of 48 75/100 acres of land deeded October 19, 1892 to O.P. Dexter by Henry E. Pierrepont and others, and running thence north 4 degrees east along east line of lot twenty-three, which is also the west line of lot 24, sixteen chains 50 links; thence north 86 degrees west 20 chains 20 links; thence north 4 degrees east 24 chains; thence north 86 degrees west 13 chains 7 links; thence north 4 degrees east 5 chains; thence north 87 degrees west 13 chains one link; thence south 4 degrees west 19 chains 50 links; thence north 86 degrees west 14 chains 70 links; thence south 4 degrees west 12 chains 50 links; thence south 30 degrees east 5 chains 40 links; thence south 77 degrees east 4 chains 55 links, thence south 87 degrees east 8 chains 40 links; thence north 71 degrees east 5 chains 90 links; thence south 75 degrees east 4 chains; thence north 70 degrees east 5 chains; thence south 35 degrees east 6 chains 40 links, thence south 15 degrees east 5 chains 70 links, partly along land

deeded August 22, 1892 to George W. Dustin by Frederic M. Heath: thence south 86 degrees east 10 chains 75 links along last mentioned line and along the 48 and 75/100 acres before mentioned: thence along the latter north 81 degrees east 15 chains to the point of beginning, containing 156 and 95/100 acres, more or less. This description includes two pieces of land formerly deeded to B. O. Orcutt, the first of 26.6 acres deeded January 3, 1894, by Henry E. Pierrepont and others and the second of 130.35 acres dated February 12, 1894, by Frederic M. Heath.

PARCEL SIXTY-FIVE (Liber 199, cp 492, Twenty-Seventh Parcel)

ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin and State of New York, described and bounded as follows: BEGINNING at the S.E. corner of 12 and 24/100 acres in lot No. 24 and also in the south line of said lot No. 24; thence N. 6 degrees W. 2 chains and 30 links; thence N. 22 degrees E. one chain and 93 links both courses along said 12 and 24/100 acre lot; thence N. 4 degrees W. 9 chains and 25 links along the east line of lot and John Mashterre lot of 43 19/100 acres in lot 24 and to the S. W. corner of George Meacham lot of 47 32/100 acres in lot No. 25 thence S. 86 degrees E. 23 chains and 75 links to the S.E. corner of 25 85/100 acres deeded September 29, 1887, to G.L. Meacham by Henry E. Pierrepont; thence N. 4 degrees E. 2 chains along said Meacham lot to the S.W. corner of 38 40/100 acres deeded April 11, 1889, to J.W. Shanley by Henry E. Pierrepont and others; thence S. 86 degrees E. 36 chains and 75 links along said Shanley lot to its S.E. corner and west line of 221 82/100 acres in lots No. 25 and No. 26 deeded January 12, 1883, to Milton Heath by Henry E. Pierrepont and others; thence S. 4 degrees west along said Heath lot 20 chains and 20 links to the south line of lot No. 25 and the N.W. corner of the George Hanley lot of 32.07 acres in the N.E. corner of lot No. 32; thence N. 86° W. along the south line of lots No. 25 and 24 about 51 chains and 8 links to the place of beginning, containing 107 61/100 acres more or less.

PARCEL SIXTY-SIX (Liber 199, cp 492, Twenty-Eighth Parcel)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Waverly (Township 10) County of Franklin and State of New York, described as follows: Being the north one-half of lot No. 32 EXCEPTING 32 and 7/100 acres in the northeast corner known as the George Hanley lot, the remainder being 259 acres and 87/100ths of an acre, more or less.

PARCEL SIXTY-SEVEN (Liber 199, cp 492, Twenty-Ninth Parcel)

ALSO ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin and State of New York, bounded and described as follows:- BEGINNING in the south line of lot No. 26 and at the S.E. corner of 221 82/100 acres in lots No. 25 and No. 26 deeded to Milton Heath January 12, 1883, thence along the east line of the said Heath lot N. 4 degrees E. 32 chains to the S.W corner of 67 38/100 acres deeded March 1, 1866, to Parker Converse by Henry E. Pierrepont and others; thence S. 86 degrees E. 20 chains along last mentioned land to the west line of 143 74/100 acres in lot No. 26 deeded February 16, 1867, to Edward Spaulding, Trustee, by Henry E. Pierrepont; thence S. 4 degrees W. 32 chains along the

last mentioned land to the S.W. corner thereof, and the south line of lot No. 26; thence S. 86 degrees W. 20 chains along the south line of Lot No. 26 to the place of beginning. containing 64 acres. more or less.

PARCEL SIXTY-EIGHT (Liber 199, cp 492, Thirtieth Parcel)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin and State of New York, being a part of lot 16 and bounded as follows: BEGINNING at the S.W. corner of 68 58/100ths acres deeded Milton Heath December 20, 1890; thence N. 3 degrees E. eleven chains (11) to the S.E. corner of 25 acres deeded A. J. Norton March 1878; thence N. 87 degrees W. twelve chains along S. Line of said Norton lot to N. E. corner of 38.21 acres; thence south 3 degrees E. thirteen chains ninety one links to N.E. corner of Pierrepont lot; thence S. along 18.56 acres deeded F. N. Heath November 23, 1897; thence S. 84 degrees E. ten chains seventy-one links (10.71) to post and stones; thence N. 3 degrees E. two chains eleven links (2.11) to post and stones; thence S. 85 degrees E. two chains (2.00) to place of beginning, containing 15.88 acres more or less.

PARCEL SIXTY-NINE (Liber 199, cp 492, Thirty First Parcel)

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, situate, lying and being in the Town of Waverly, No. 10, County of Franklin and State of New York, known and distinguished as part of Lot Number 29 and is bounded as follows, to wit; BEGINNING in the East line of Lot No. 29 at N. E. corner of 38 38/100ths acres deeded Wm. T. O.'Neil 19th Nov. 1904 and running thence N. on lot line about thirteen chains and fifty links to the S.E. corner of 51 acres deeded to Milton Heath 20 Dec. 1890, thence W. on S. line of said Heath lot twenty-five chains to E. line of 85 12/100 acres deeded F.W. Heath 23rd Nov. 1897; thence S. on line of same about thirteen chains fifty links to N. line of before mentioned O'Neil lot; thence E. On N. line of same twenty-five chains twenty-five links to the East line of lot 29 and the place of beginning, containing thirty-seven and 50/100 acres, more or less, with the usual reservations.

PARCEL SEVENTY (Liber 199, cp 492, Thirty Second Parcel)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin and State of New York, being part of Lots No. 29 and 30 in Township No. 10 bounded as follows: BEGINNING at southeast corner of 25 acres deeded M. Clark and Jas. Tharrett April 3rd, 1869, thence North 3 degrees east six chains (6 chs.) to North line of Lot 29 and a corner of land contracted to Theodore Young, thence South 26½ degrees East three chains, twenty eight links (3.28) and South 86 degrees East five chains twenty-five links (5.25) and South 82 degrees East three chains two links (3.02) all along said Young's south line, to his southeast corner and the east line of lot 29, thence south 3 degrees West 3 chains twenty five links (3.25) along said lot line, thence south 87 degrees East seven chains fifty links (7.50) to Northwest corner of 45 23/100 acres deeded S. & E. Chambers Feb. 21st, 1890, thence South 3 degrees West sixteen chains seventy-five links (16.75) to Southwest corner of said Chamber's lot, thence North 87 degrees

West seven chains fifty links (7.50) to West line of Lot 30, thence north 87 degrees West twenty-five chains (25 chs.) to East line of land contracted to Mrs. Christian, thence North 3 degrees East nineteen chains (19.00) along Christian line of Southwest corner of above mentioned Clark & Tharret Lot, thence South 87 degrees East sixteen chains (16.00) to place of beginning, containing sixty three and 56/100 acres of land more or less.

PARCEL SEVENTY-ONE (Liber 199, cp 492, Thirty Third Parcel)

ALL THAT CERTAIN FARM LOT, PIECE OR PARCEL OF LAND, situate, lying and being in the Town of Waverly, No. 10, County of Franklin and State of New York, known and distinguished as part of Lot number 29 and is bounded as follows, to wit: BEGINNING in Lot No. 29 at N.E corner of 66 50/100 acres deeded F. M. Heath 8th Aug. 1892, thence N. 87 degrees W. one chain on N. line of same to S.E. corner of 85 12/100 acres deeded said Heath 23rd Nov. 1897; thence N. 3 degrees E. one chain twelve links on E. line of same to a stake, thence S. 87 degrees E. twenty-five chains twenty-five links to E. line of Lot 29; thence S. 3 degrees W. sixteen chains twelve links on lot line, thence N.87 degrees W. twenty-four chains to E. line of the 1st mentioned Heath lot; thence N. 3 degrees east fifteen chains thence to the place of beginning, containing thirty-eight and 38/100 acres more or less- with the usual reservation as to mines of gold or silver.

PARCEL SEVENTY-TWO (Liber 199, cp 492, Thirty Fourth Parcel)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin and State of New York, being part of lot 36 of Township No. 10, of said Town and bounded as follows BEGINNING at north east corner of said lot 36, thence S. 3 degrees W. thirty-four chains thirty links (34.30) along E. line of said lot 36, to N. line of Larocque lot; thence N. 87 degrees W. twenty three chains (23.00) to E. line of 277 3/100 acres deeded F. M. Heath Feb. 28, 1893; thence N. 3 degrees E. thirty-four chains fifty links (34.50) to N.E. corner of said 277 3/100 acres and N. line of said lot 36; thence S. 87 degrees E. twenty-three chains fifteen links (23.15) to place of beginning, containing 81 70/100 acres of land, more or less.

PARCEL SEVENTY-THREE (Liber 199, cp 492, Thirty Fifth Parcel)

ALL THAT CERTAIN FARM LOT PIECE OR PARCEL OF LAND situate, lying and being in the Town of Waverly No. 10, County of Franklin and State of New York, known and distinguished as part of Lot number 29, and is bounded as follows, to wit; BEGINNING at the south-east corner of thirty-five acres deeded to S.W. and E.G. Chambers, 21 February 1890, and running thence south three degrees West thirteen chains on west line of land deeded to F.M. Heath 8 August 1892, to the southwest corner thereof; thence on same course continued ten chains to the south line of lot twenty-nine; thence north eighty-seven degrees west thirteen chains, twelve links on lot line to an angle in bounds of two hundred and seventy-seven and 3/100 acres deeded to F. M. Heath, 28 February, 1893; thence north three degrees east nine chains, sixty-nine links, and north eighty-seven degrees west eight chains and eighty-seven links on bounds of same to south-

east corner of eight acres deeded to O.P. Dexter, 8 November, 1902; thence North three degrees east thirteen chains, thirty-two links to the northeast corner of the said Dexter lot and south line of the before mentioned Chambers' lot; thence south eighty-seven degrees east twenty-one chains and ninety-nine links to the place of beginning, containing forty-two acres, more or less with the usual reservations.

PARCEL SEVENTY-FOUR (Liber 199, cp 492, Thirty Sixth Parcel)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town (Township 10) of Waverly, County of Franklin, and State of New York, in lot 32 of said Township bounded and described as follows: BEGINNING at the northeast corner of said Lot #32 and running thence south 3 degrees west ten chains and eighty-four links (10.84) along lot line to the North line of land deeded M. Heath Nov. 15, 1889; thence N. 87 degrees W. twenty-nine chains and ninety links (29.90) to an angle in the said Heath lot; thence N.3 degrees E. eleven chains (11.00) to the North line of lot #32; thence S. 87 degrees E. thirty chains (30) to place of beginning, containing thirty-two and 7/100 acres of land more or less.

PARCEL SEVENTY-FIVE (Liber 199, cp 492, Thirty Seventh Parcel)

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate in the Town of Dickenson, County of Franklin and State of New York, Number 10, (now Waverly) known and distinguished as part of Lot No. 15 and bounded as follows: viz: BEGINNING at a point in the Lot, Town and County line where the S. W. corner of 47.25 acres, deeded to James Bordrow, in 1874, meets the same, and running thence along said deeded land S. 87 degrees E. 23 25/100 chains, thence south 3 degrees West 10 chains to Lot known as the Arquit Lot, thence along the bounds of said Lot N. 87 degrees West 3 25/100 chains, thence south 3 degrees west 13 chains, thence north 87 degrees west 20 chains to the county line; thence north 3 degrees east on said county line 22 91/100 chains to the place of beginning, containing 48.39 acres of land, more or less.

PARCEL SEVENTY-SIX (Liber 199, cp 492, Thirty Eighth Parcel)

THAT TRACT, PIECE OR PARCEL OF LAND, situate in the County of Franklin, and State of New York, viz:

Macomb's Purchase
Great Tract one (1)
Township ten (10)

Lot twenty-nine (29), fourteen (14) acres, to be laid out in the form of a parallelogram, as near as may be, across the South side of fifteen (15) acres, more or less, in the south-west corner of the lot, bounded north and east by land of A.L. Blake, South by the Lot line and west by the County line; (the whole of said fifteen (15) acres parcel having been liable for sale for taxes).

Note. Unable to establish title back of this sale by the Comptroller. It is believed that title was in the Pierreponts who had given a contract to another who did not pay the taxes. Sales was for arrears of taxes for the years 1904, 1905, 1906, 1907, and 1908. From and including 1903 (and perhaps prior thereto) and to and including the year 1910 it was assessed as non-resident lands. The tax for the year 1903 ($.62) was paid by some one whose name the records fail to disclose. Thereafter the tax on this land was not paid until after its purchase by Henry E. O'Neil at the 1910 Tax Sale.

PARCEL SEVENTY-SEVEN (Liber 199, cp 492, Thirty Ninth Parcel)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin and State of New York, being part of Lots 22 and 29 and bounded as follows: BEGINNING at S.E. corner of Lot 22- thence S. 4 degrees W. five chains (5.00) to center of surveyed road; Thence N. 82 degrees W. three chains two links (3.02); N. 68 degrees W. five chains twenty-five links (5.25); N. 26 ½ degrees W. three chains twenty-eight links (3.28) all along center said road to E. line of 25.52 acres deeded Clark and Tharett; thence N. 4 degrees E. nine chains and ninety links (9.90) to N.E. corner thereof; thence N. 86 degrees W. sixteen chains (16) to N. W. corner thereof; thence S. 4 degrees W. nineteen links (.19) to center of surveyed road; thence N. 86 degrees W. fifty-five links (.55); N. 41½ degrees W. nine chains nine links (9.09); N. 74 degrees W. one chain twenty-nine links (1.29); N. 49 degrees W. one chain (1.00) to Cascanette lot and center of main road; N. 20 degrees E. two chains thirty-two links (2.32); N. 11 degrees W. three chains ninety-five links (3.95); N. 7 degrees E. three chains sixty-one links (3.61) along center of road; thence S. 86 degrees E. thirty-five chains fifty links (35.50) to E. line of lot 22; thence S.4 degrees W. twenty-five chains ninety-five links (25.95) to place of beginning, containing 66 61/100 acres more or less.

PARCEL SEVENTY-EIGHT (Liber 199, cp 492, Fortieth Parcel)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin and State of New York, #10, known and distinguished as part of Lot No. 29 and is bounded as follows, to wit:- BEGINNING first in the west line of Lot No. 29, at the south-west corner of 50 41/100 acres deeded Chambers the 26th day of February, 1877, and running thence south 88 degrees east, 28 chains to the southwest corner of land under contract in 1890 to Frank Christian; thence south 2 degrees west, 12 chains and 50 links; thence North, 88 degrees west 28 chains to the west line of Lot No. 29, thence thereon North, 2 degrees east, 12 chains and 50 links to the place of beginning, containing 35 acres more or less.

PARCEL SEVENTY-NINE (Liber 199, cp 492, Forty First Parcel)

ALSO ANOTHER TRACT OR PARCEL OF LAND in said last mentioned County of Franklin and State of New York, described as follows, to wit: BEGINNING on Lot No. 30, at an angle in bounds of 553 acres deeded M. Heath in January, 1890 and running thence North, 88 degrees West, 27 chains; thence North, 2 degrees East, 16 chains and 75 links; thence South 88 degrees

East. 28 chains to the West line of said Heath lot; thence South. 2 degrees west. thereon 16 chains 75 links to the place of beginning, containing 45 23/100 acres. more or less.

PARCEL EIGHTY (Liber 199, cp 492, Forty Second Parcel)

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin, aforesaid, being part of Lots 22 and 29 and bounded as follows: BEGINNING at the northeast corner of 50 41/100 acres deeded Samuel W. Chambers February 26th, 1877, and running thence North, 87 degrees west, 4 chains 73 links to corner of Gilbert Cascanette Lot; thence North 33 1/2 degrees east, 4 chains and 20 links; thence north, 56 1/2 degrees east, 6 chains 10 links; thence north 70 degrees east, 6 chains and 90 links; all along Gilbert Cascanette line; thence north, 70 degrees east, 6 chains and 15 links to the northwest corner of the Frank Christian Lot; thence South, 3 degrees West, 29 chains and 66 links to the northeast corner of land deeded F. Heath August 1892; thence north, 87 degrees West, 14 chains to the north-west corner of said F. Heath lot; thence north, 3 degrees east, 18 chains and 15 links to the place of beginning, containing 38 and 55/100 acres, more or less.

PARCEL EIGHTY-ONE (Liber 199, cp 492, Forty Third Parcel)

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, situate in said Town of Waverly, County of Franklin, and State of New York, and being part of Great Lot No. 29, Township 10, and bounded as follows, to wit: BEGINNING at the northeast corner of 35 acres deeded S. and E. Chambers February 21st, 1890, and running north, 86 degrees west, 14 chains to the southeast corner of 50 and 41/100 acres deeded Samuel Chambers February 26th, 1877; thence North 4 degrees East, 17 chains 85 links along east line thereof; thence south, 86 degrees east, 14 chains to the west line of land held under contract by Mrs. Christian in September, 1894; thence South, 4 degrees west, 17 chains and 85 links and south, 4 degrees west, 3 chains 50 links; thence south, 86 degrees east, 16 chains 31 links; thence north, 4 degrees east, 25 chains 50 links to the southeast corner of said Christian lot; thence north, 84 degrees west, 16 chains and 31 links to the place of beginning, containing 66 59/100 acres of land, more or less.

PARCEL EIGHTY-TWO (Liber 199, cp 492, Forty Fourth Parcel)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin and State of New York, being a part of lot 15, and bounded as follows:- BEGINNING at the S.E. corner of 32 and 23/100 acres deeded M. Heath Nov. 15, 1889 & in center of a road; thence S. 15 degrees E. ten chains seventy-five links (10.75) along center of said road; thence S. 24 degrees W. one chain (1) along said road center to N.E. corner of Frank Miner 51.91 acres lot; thence N. 87 degrees W. twenty-seven chains eleven links (27.11) to N.W. corner of said Miner lot; thence N.3 degrees E. five chains seventy-five links (5.75) to an angle in 106.29 acres deeded O.P. Dexter; thence N. 87 degrees W. Seven chains fifty links to a corner of a lot deeded Wm. Gilbraith 1880, thence N. 3 degrees E. six chains (6) to S.E. corner of Raymond 32.22 acres thence S. 87 degrees E. thirty chains twenty-five links to place of beginning, containing 35 and

6/100 acres, more or less. EXCEPTING three acres in the southeast corner owned by Frank Giffin.

PARCEL EIGHTY-THREE (Liber 199, cp 492, Forty Fifth Parcel)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin and State of New York and is distinguished as part of Lot No. 15, Township No. 10 Waverly, and is bounded as follows: BEGINNING in the County line between the Counties of Franklin and St. Lawrence in the southwest corner of a lot of 100 acres surveyed for C.C. Weller, distant 25 chains South 3 degrees West from the Northwest corner of said lot No. 15; thence along the south line of said 100 acre lot south 87 degrees East twenty-four chains (24 chs.); thence South 3 degrees West twenty chains (20); thence North 87 degrees West twenty three chains and twenty-five links (23 chs. 25 links) to said County line; thence thereon North 3 degrees East twenty chains (20 chs.) to the place of beginning, containing forty-seven and 25/100 acres of land, be the same more or less.

PARCEL EIGHTY-FOUR (Liber 199, cp 492, Forty Sixth Parcel)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Waverly, County of Franklin and State of New York, being part of Joseph Sochia lot #22, Township #10, bounded as follows: BEGINNING at the N.W. corner of the Theodore Young lot once occupied by Joseph Regis running thence northerly along the center of the road to the S. Line of the Peter Bean lot; thence easterly (S. 88 degrees E.) to the E. line of Great Lot #22; thence S. 2 degrees W. 14 75/100 chains to the N.E. corner of the Theodore Young lot; thence N. 88 degrees W. 35 50/100 chains to the place of beginning, containing about forty-four acres.

PARCEL EIGHTY-FIVE (Liber 199, cp 492, Forty Seventh Parcel)

ALL THOSE LOTS OR PARCELS OF LAND, with the buildings and IMPROVEMENTS THEREON, in the Township of Waverly, County of Franklin, and State of New York, bounded and described as follows: BEGINNING at the northwest corner of lot 23, thence south 88 degrees east 7.25 chains along the lot line and boundary of a lot of 50 acres deeded to Gilbert Story June 11th, 1886, to an angle in said Story lot; thence south 3 degrees west 7 chains to a corner of said Story lot; thence south 88 degrees east 2 chains along the boundary of said Story lot; thence south 5 degrees west 20 chains to the northerly line of the lot of 49 acres deeded to O.P. Dexter September 17th, 1895; thence north 87 degrees west 9 chains along the northerly line of said Dexter lot to the westerly line of lot 23; thence north 2 degrees east 27 chains along the lot line to the point and place of beginning, containing 23 acres, more or less.

PARCEL EIGHTY-SIX (Liber 199, cp 492, Forty Eighth Parcel)

ALL THOSE LOTS OR PARCELS OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON, in the Township of Waverly, Franklin County, and State of New

York. bounded and described as follows: BEGINNING at the northwest corner of the 26.6 acres deeded to B.L. Orcutt January 3d. 1894; thence south 3 degrees west 19.5 chains along the westerly line of said Orcutt lot to the southwest corner thereof and the northerly line of the 130.35 acres deeded to M. Heath, March 22nd, 1889; thence north 87 degrees west 17.8 chains along the northerly line of said Heath lot and the lot of 49 acres deeded to O.P. Dexter September 17th, 1895; thence north 3 degrees east 20 chains to the southernmost line of the 50 acres deeded to Gilbert Story June 11th, 1886; thence south 87 degrees east 14 chains along said southernmost line of said Story lot to the southeast corner thereof; thence south 3 degrees west 1.5 chains to the northerly line, if continued, of a lot of 26.6 acres deeded to B.L. Orcutt December 3rd, 1894; thence south 87 degrees east 4 chains along said line to the point and place of beginning, containing 37.27 acres more or less.

PARCEL EIGHTY-SEVEN (Liber 199, cp 492, Forty-Ninth Parcel)

ALL THOSE LOTS OR PARCELS OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON, in the Township of Waverly, County of Franklin, and State of New York, bounded and described as follows: BEGINNING at the southeast corner of lot 29, thence south 88 degrees west 40.8 chains along the southerly line of said lot to the southeast corner of a lot of 42 acres deeded to H.E. O'Neil December 7th, 1909; thence north 3 degrees east 8.6 chains along the easterly line of said O'Neil lot to the southwest corner of a lot of 66.59 acres deeded to F M. Heath August 8th, 1892; thence south 88 degrees east 16.31 chains to the southeast corner of said Heath lot, thence north 3 degrees east 10.5 chains along the easterly line of said Heath lot to the southwest corner of a lot of 38.38 acres deeded to William T. O'Neil November 19th, 1904, thence south 87 degrees east 24 chains to the southeast corner of the said William T. O'Neil lot and the easterly line of lot 29, thence south 2 degrees west 20.08 chains along said lot line to the point and place of beginning, containing 61.21 acres.

FURTHER excepting and excluding therefrom that portion or portions described in and conveyed by the following deeds:

-Deed from St. Regis Corporation to Michael J. Richards, Laura A. Richards, Maurice G. Richards and Janet S. Richards dated 11/9/84 and recorded 12/6/84 in Liber 517 Cp 487 in the Franklin County Clerk's Office;

-Deed from Champion International Corporation to Town of Waverly, dated 10/28/86 and recorded 6/23/87 in Liber 530 Cp 552 in the Franklin County Clerk's Office;

PARCEL EIGHTY-EIGHT (Liber 209 Cp 322)

ALL THAT TRACT OR PARCEL OF LAND, situate in the town of Santa Clara, County of Franklin and State of New York, designated and described as the Northwest corner of Township No. 14 of the said town of Santa Clara, containing about six thousand two hundred acres of land, more or less, and is the same tract of land conveyed to John Hurd by the Santa Clara Lumber

Company on or about the 23rd day of June, 1891, and embraces all the buildings, coalkilns and brickyard known as the SPRING COVE VILLAGE.

This conveyance includes all the rights acquired through Powell and Botsford, Trustees, and their grantors; subject to reservations of river and land upon either side thereof as the same is reserved to the Santa Clara Lumber Company in aforesaid deed to John Hurd, to which reference is made and also right of way of Adirondack Railroad.

Being the same premises conveyed by Horace W. Downey to Floyd L. Carlisle, Fred L. Dewey and Stanley D. Benjamin, as Committee, etc., by deed dated November 26, 1919 and recorded in Franklin County Clerk's Office in Liber 167 of Deeds, at page 363.

PARCEL EIGHTY-NINE (Liber 224 Cp 185 First Parcel)

ALL THAT CERTAIN STRIP OR PARCEL OF LAND situate in Lot 24, Township 11, Great Tract No. 1 of Macomb's Purchase, in the Town of Santa Clara, County of Franklin and State of New York; being all the lands embraced within the right-of-way of the former Ottawa Division of the railroad of the New York Central Railroad Company extending in a general southeasterly direction from the westerly line of said Lot 24 to the center line of the St. Regis Falls-Santa Clara Highway, known as State Route No. 72, said center line being also the northerly line of that parcel of land conveyed by said party of the first part to Right Reverend J.H. Conroy and others, as Trustees of St. Peter's Church of Santa Clara, N.Y., by deed dated November 10, 1937;

BEING part of the premises conveyed by John Hurd to Northern Adirondack Extension Railroad Company by deed dated March 14, 1887 and recorded in the Office of the Clerk of Franklin County in Liber 79 of Deeds, at page 393.

PARCEL NINETY (Liber 224 page 185 Second Parcel)

ALSO all the right, title and interest of said party of the first part, in and to ALL THAT PARCEL OF LAND situate in the Town, County and State aforesaid, described in a certain deed dated January 19, 1892 from John Hurd and Hannah W.T. Hurd, his wife, to Northern Adirondack Railroad Company, recorded in the office of the Clerk of Franklin County in Liber 92 of Deeds; at page 157, in which said deed said parcel is bounded and described as follows:

BEGINNING at a point on the easterly line of the right-of-way of the Northern Adirondack Railroad Company one hundred (100) feet to the north of the car shops of said Company; and running

Thence easterly at right angles to said right-of-way two hundred (200) feet;

Thence southerly on a line parallel with said right-of-way four hundred (400) feet;

Thence at right angles in a westerly direction about two hundred (200) feet to the said right-of-way;

Thence northerly along said right-of-way about four hundred (400) feet to the point and place of beginning;

CONTAINING one and eight tenths (1.8) acres of land, more or less.

SUBJECT to any and all exceptions, reservations, limitations and conditions contained in said deeds from John Hurd and Hannah W. T. Hurd, his wife, as aforesaid.

PARCEL NINETY-ONE (Liber 216 page 283 First Parcel)

ALL THAT TRACT OR PARCEL OF LAND situate in the town of Hopkinton, County of St. Lawrence and State of New York, being the northeast quarter of Township No. 12, called Riversdale, of Great Tract No.2 of Macomb's Purchase, bounded northerly by the southerly line of Township No. 15 of said Great Tract, East by the east line of said Great Tract, being the line between the said County of St. Lawrence and the County of Franklin, South by the south half of said township No. 12 and west by the northwest quarter thereof, containing 7,571 acres of land, be the same more or less; EXCEPTING therefrom the parcel conveyed by Wm. F. Edlefson et al, Trustees, to the Brooklyn Cooperage Company, a corporation organized under the laws of the State of New York, and having an office at 117 Wall Street, in the City of New York, by a deed dated July 30, 1925, and recorded in the Clerk's office of the County of Saint Lawrence on the 29th day of August 1925, in Liber 228 of Deeds, at page 408, and particularly described as follows: ALL THAT TRACT OR PARCEL OF LAND situate, lying and being in Big Lot #12 as shown on map of F.A. Cutting of N.E. ¼ of Township of Riversdale and more particular described as follows: BEGINNING at a point in the north line of the south ½ of Riversdale at the S.W. corner of said Big Lot #12 as shown on said Cutting map and running thence North 5° East 45.80 chains to a post and stones; thence South 85° west 44 chains to a post and stones thence South 50 West 45.80 chains to a post and stones; thence North 85° West 44 chains to a post and stones and the place of beginning, containing 201.52 acres of land as surveyed by H. H. Hazen, surveyor, April 1925, as shown on a plat attached to and made a part of the deed given to the said Brooklyn Cooperage Company; AND also all the right, title and interest of the parties of the first part in and to the right of way over and upon a certain road in the northeast corner of the property conveyed by Wm. F. Edlefson et al Trustees, to the Brooklyn Cooperage Company by the said deed dated July 30th, 1925, which said road is particularly shown and marked "Train Pond Road" on the plat attached to and made a part of the aforesaid deed and which right of way was reserved in and by the said aforesaid deed.

PARCEL NINETY-TWO (Liber 216 page 283 Second Parcel)

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the Town, County and State aforesaid, and known as Section No. 29 of the Palmer Tract and bounded and described as

follows: BEGINNING in the south line of the said Palmer Tract at the southwest corner of section No. 30 of said tract, and running thence west along the south line of said tract as the compass formerly bore, 79 chains 75 links to the southeast corner of section No. 28 of said tract; thence along the east bounds of said section No. 28 north 1½° east 37 chains 80 links and north 1° west 39 chains 85 links to the northeast corner thereof, and the southwest corner of section No. 24 of said tract; thence along the south line of said section No. 24 of said tract south 85° east 40 chains 72 links and south 85½° east 39 chains 90 links to the southeast corner of section No. 24 and northeast corner of section No. 30 of said tract; thence along the west line of said section No. 30 south 2° west 38 chains 74 links and south 30' west 37 chains 10 links to the place of beginning, containing 608 and 34/100 acres of land, be the same more or less, as formerly surveyed by A. S. Smith.

PARCEL NINETY-THREE (Liber 216 page 283 Third Parcel)

ALSO ALL THAT OTHER TRACT OR PARCEL OF LAND in the Town County and State aforesaid, being the whole of subdivision #3 or Section #30 of the Palmer Tract, so called, and bounded and described as follows: BEGINNING at the southwest corner of said section #30 and running thence north 30' east 37 chains and 10 links along the west line of said section #30; thence south 86° east 39 chains and 48 links to the northwest corner of subsection #4 of said section #30, thence south 3° 30' west 34 chains and 78 links to the southwest corner said subsection #4 and south line of Palmer Tract, thence north 89° west 37 chains and 96 links along said south line of Palmer Tract to the place of beginning, containing 139 and 16/100 acres, more or less.

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the County of Franklin and State of New York, in the westerly portion of township No. 13 of Great Tract No. 1, Macomb's Purchase, bounded and described as follows: BEGINNING at a spruce post and stones set in the line between St. Lawrence and Franklin Counties, whence the east center corner of Riversdale township in Saint Lawrence County bears N. 4° E. 2 and 89/100 chains and the westerly center corner of township No. 13 of Franklin County (or Wilson Cor.) bears N. 4° E. 3 and 98/100 chains; thence south 86° east 25 chains to a spruce post 4" x 4" on S. W. side of high rocky bluff, thence north 86° west 85 chains intersecting said county line at a pine tree 5" Dia. Squared, thence south 4° west 81 and 50/100 chains along the county line across Train Pond to the place of beginning, containing 83 and ¾ acres of land and water, be the same more or less.

PARCEL NINETY-FOUR (Liber 216 page 283 Fourth Parcel)

ALSO ALL THAT TRACT OR PARCEL OF LAND situate in the County of Franklin and State of New York, in the westerly portion of township No. 13 of Great Tract No. 1, Macomb's Purchase bounded and described as follows: BEGINNING at a spruce post and stones set in the line between St. Lawrence and Franklin Counties, whence the east center corner of Riversdale township in Saint Lawrence County bears N. 4° E. 2 and 89/100 chains and the westerly center corner of township No. 13 of Franklin County (or Wilson Cor.) bears N. 4° E. 3 and 98/100

chains; thence south 86° east 25 chains to a spruce post 4" x 4" in stones; thence north 4° east 21 and 50/100 chains to a spruce post 4" x 4" set at S. W. Side of high rocky bluff, thence north 86° west 25 chains intersecting said county line at a pine tree 5" Dia. squared, thence south 4° west 21 and 50/100 chains along the county line across Train pond to the place of beginning, containing 53 and 3/4 acres of land and water, be the same more or less.

RESERVING, however, from the first above described parcels the following tract or parcel of land conveyed by Gould Paper Company to Clifford Mason, and described as follows: ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Hopkinton County of St. Lawrence and State of New York, and being a part of Great Tract No. 2 of Macomb's Purchase, more particularly bounded as follows: BEGINNING at a point on the shore of Lake Ozonia at low water mark, said point of beginning, being on the line which is the southerly line of land: of Northern New York Utilities, Inc., and which line is also the northerly line of lands formerly of Cutting Forest Preserve, Inc. and Frank A. Cutting, and runs thence S. 82◦ E. along the said line 8 chs. 18 lk. To a post standing in the line between the Counties of St. Lawrence and Franklin; thence southerly along the said county line 6 ch. 11 lk. To a stake; thence S. 79 ¾◦ E. 9 ch. 35 lk. along a line of marked trees to the shore of Lake Ozonia at low water mark; thence in a northeasterly and northerly direction along the low water line of said lake to place of beginning, containing 5 and 75/100 acres of land, more or less, as surveyed by S. J. Neff August 1927. (The second course in this deed "thence southerly along the said county line 6 chs. 11 lks. to a stake " is omitted from the record of this deed in St. Lawrence County Clerk's office.) The above reserved parcel was conveyed by deed dated Oct. 2, 1929, recorded in St. Lawrence County Clerk's office on Nov. 12, 1929 in Liber 259 of Deeds at page 136.

RESERVING to Gould Paper Company the right to remove any or all the hardwood timber down to 12 inches on the stump and all the merchantable soft wood standing on the above described lands, at any time within ten years from the date hereof, with rights of ingress and egress and all rights necessary for removing such timber. No personal property is intended to be conveyed by this deed.

ALSO RESERVING the use of all buildings during such lumbering operations and the right to remove the saw mill and all machinery and equipment therein upon or before the completion of such lumbering.

The land hereby conveyed are a portion of the same premises deeded to said Gould Paper Company by deed dated Dec. 22, 1926 by Wm. F. Edlefson and others as Trustees, recorded in St. Lawrence County Clerk's Office in Liber 238 of Deeds at page 167, and in Franklin County Clerk's Office in Liber 192 of Deeds at page 132.

PARCEL NINETY-FIVE (Liber 216 cp 286 First Parcel)

ALL THOSE CERTAIN TRACTS, LOTS, PIECES OR PARCELS OF LAND, situate, lying and being in the Town of Waverly, County of Franklin and State of New York, known and

distinguishable as port of lots Numbers 36, 37, 38, 43, 44 and 45, and bounded as follows: west (A) BEGINNING, first, on Lot No. 37, at the southwest corner of 39.29 acres deeded to H.H. Briggs, 27th November, 1909, and on east line of Lot No. 36, and running thence south 88° east 35 chains 47 links, to the northwest corner of 110.40 acres deeded F. M. Heath, 8th August, 1892; thence south 2° west 27 chains 60 links and south 88° E. 40 chains on bounds of same to east line of Lot No. 37, and west line of 62.05 acres deeded F.M. Heath, 1st July, 1899; thence south 4° West 5 chains to southwest corner thereof; thence south 88° east 30 chains 50 links to the southeast corner of same, and west line of 45.60 acres, deeded to O.P. Dexter, 4th January, 1897; thence south 4° west 20 chains to southwest corner of Dexter lot, and south line of Lot No. 38; thence south 88° east 31 chains, 55 links on north line of Lot No. 45 to northwest corner of 845.21 acres deeded to Milton Heath, 19th September, 1885; thence south 2° west 78 chains 29 links on west line of said Heath lot to the southwest corner thereof, and south line of Lot No. 45, and of Township No. 10; thence north 88° west 61 chains 59 links on the south line of Township No. 10 to the southwest corner of Lot No. 45; thence on said course continued 74 chains 35 links, still on the Township line to the southwest corner of Lot No. 44; thence on the same course 69 chains to the southwest corner of Lot No. 43 and of the Township; thence north 2° east 14 chains 50 links on west line of Lot No. 43 to the southwest corner of 70 acres deeded Milton Heath, 20th December, 1890, and thence south 88° east 26 chains, 75 links and north 2° east 26 chains on bounds of same to northeast corner thereof and southeast corner of 70.62 acres, deeded F. Kellog, 13th April, 1882; thence north 4° east 26 chains to south line of 75.75 acres, deeded to F.M. Heath, 28th February, 1893; thence south 87° east 9 chains, 25 links to the southeast corner of said Heath lot, and west line of 277.03 acres, part of 677.62 acres deeded F.M. Heath, 28th February, 1893; thence on bounds of same south 2° west 2 chains 50 links, and south 88° east 18 chains 50 links and north 2° east. 2 chains, 50 links and south 88° east 14 chains 65 links to the east line of Lot No. 43; thence on same course, still on bounds of said Heath lot 10 chains; thence north 2° east 10 chains to north line of Lot No. 44; and south line of Lot No. 37; thence south 88° east 15 chains to the southeast corner of 100 acres deeded F.M. Heath 8th August, 1892; thence north 2° east 40 chains to northeast corner of said Heath lot and a corner in 92.62 acres deeded William T. O'Neill and Alexander McDonald, 6th October, 1903; thence north 2° east 5 chains to the northeast corner of same; thence north 88° west 25 chains on north line of same to west line of Lot No. 37; thence north 2° east 8 chains 91 links on lot line to the place of beginning; EXCLUDING AND EXCEPTING 25 acres on Lots Numbers 44 and 45 deeded to Lewis Blake 1st January, 1866 and described as follows, to wit: BEGINNING at a point on the east line of Lot No. 44, distant 25 chains 16 links from the southeast corner thereof and running thence north 88° west 22 chains, north 2° east 10 chains south 88° east 24 chains, south 2° west 10 chains 42 links and north 88° 2 chains, the above parcel, exclusive of said excepted 25 acres containing 1589.26 acres, more or less;

PARCEL NINETY-SIX (Liber 216, page 286 Second Parcel)

(B) BEGINNING; second, in the west line of Lot No. 36, and of township No. 10, at the northwest corner of 75.75 acres deeded F.M. Heath, 28th February, 1893, and running thence northerly 49 chains on west line of Lot No. 36, and of Township No. 10, to a southwest corner in

on plot of 277.30 acres deeded F.M. Heath, 28th February, 1903; thence south 88° east 14 chains. 90 links; south 3° west 17 chains; south 87° east 11 chains; south 3° west 32 chains; south 87° east 8 chains, and south 3° west 10 chains, all on bounds of same, to northeast corner of the first mentioned 75.75 acres Heath lot; thence north 88° west 23 chains 87 links; north 3° east 10 chains, and north 88° west 10 chains on bounds of said 75.75 acres lot to the place of beginning, containing 133.59 acres, more or less.

Parcels A and B taken together contain 1722.85 acres, more or less.

SUBJECT to the usual reservations as contained in the patent from the State of New York; and

FURTHER SUBJECT to a certain right of way over a strip of land 33 feet in width in said Lots Numbers 43, 44 and 45, leased by the Brooklyn Cooperage Company to the Gould Paper Company, a domestic corporation, and John E. Johnston, by agreement dated December 11, 1926, for the purpose of carrying on the lumbering operations as provided in the reservations contained in a certain deed of said Cutting Tract made by Gould Paper Company to St. Regis Paper Company of even date herewith.

The foregoing lands are the same conveyed to the Brooklyn Cooperage Company by Henry Evelyn Pierrepont and John Jay Pierrepont by deed dated January 10, 1910, and recorded in the office of the Clerk of Franklin County, State of New York, in Liber 138 of Deeds at page 4, on the 21st day of January, 1910. Being the same premises conveyed by Brooklyn Cooperage Company to Mary Lord Johnston and John E. Johnston by deed dated Dec. 30, 1927 and recorded in Franklin County Clerk's office Jan. 9, 1928 in Liber 195 of Deeds at page 97.

TOGETHER with a right of way as described in indenture from St. Bernards Summer Camp Corporation to St. Regis Paper Company dated 7/29/42 and recorded 8/12/42 in Liber 235 cp 329 in the Franklin County Clerk's Office.

PARCEL NINETY-SEVEN (Liber 216, cp 288, First Parcel)

ALL THOSE TRACTS OR PARCELS OF LAND situate in the Town of Santa Clara, County of Franklin and State of New York, being a part of Great Tract One of Macomb's Purchase, Township 11, the lot known as the Sanford Mill lot in Great Lots Nos. Two (2), Three (3), Ten (10), and Eleven (11), the boundaries of which are described in a deed from Henry Patton and wife and David H. Patton to the Everton Lumber Company, dated April 20th, 1888, and recorded in the Franklin County Clerk's Office April 23rd, 1888 in Liber 82 of Deeds at page 308, containing 100 acres of land more or less, and the rights and privileges therein mentioned.

PARCEL NINETY-EIGHT (Liber 216, cp 288, Second Parcel)

ALSO sixty-six acres in Lot Two (2), in said township which includes the so-called Douglas Betterments.

PARCEL NINETY-NINE (Liber 216, cp 288, Third Parcel)

ALSO in the same tract and township. subdivision Two (2) of Great Lot No. Ten (10), containing eighty (80) acres of land, more or less.

PARCEL ONE HUNDRED (Liber 216, cp 288, Fourth Parcel)

ALSO sub. One (1), Four (4), Eight (8) and Nine (9) of said Great Lot Ten (10) in said township.

PARCEL ONE HUNDRED ONE (Liber 216, cp 288, Fifth Parcel)

ALSO in the same tract and township, subdivision No. Three (3) of Great Lot No. Ten (10) containing Eighty (80) acres, more or less.

PARCEL ONE HUNDRED TWO (Liber 216, cp 288, Sixth Parcel)

ALSO in subdivision No. Three of Great Lot No. Eleven (11) in said Township, containing eighty acres of land, more or less.

PARCEL ONE HUNDRED THREE (Liber 216, cp 288, Seventh Parcel)

ALSO Subdivision No. Four (4) of Great Lot No. Eleven, containing seventy-one and 21/100 (71.21) acres, more or less.

PARCEL ONE HUNDRED FOUR (Liber 216, cp 288, Eighth Parcel)

ALSO in the same tract and township, Great Lots Nos. Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-eight (28), Twenty-nine (29) Thirty (30), Thirty-one (31), Thirty-two (32), Thirty-three (33), Forty (40), forty-one (41), Forty-two (42) and subdivisions Three (3) Four (4), Ten (10) and Eleven (11) of Great Lot No. Two (2), containing after deducting the exceptions hereinafter mentioned nine thousand seventy-six and 73/100 (9076.73) acres, excepting and reserving the east half of Great Lots Thirty-one (31) and Forty-two (42) heretofore conveyed by the Everton Lumber Company to A.J. Milbank.

ALSO a right to use the river for the purpose of driving logs heretofore reserved by the said Everton Lumber Company in the above mentioned conveyance to A.J. Milbank, subject to the reservation hereinafter contained.

PARCEL ONE HUNDRED FIVE (Liber 216, cp 288, Ninth Parcel)

ALSO in the same tract and township, Great Lots Nos. Four (4), Five (5), Six (6), Seven (7), Eight (8), and Nine (9), containing three thousand seven hundred sixty-six and 90/100 (3766.90) acres of land, EXCEPTING AND RESERVING subdivision seven (7) in Great Lot Nine (9).

ALSO the following in Township No. Twelve (12) in the Town of Duane:

PARCEL ONE HUNDRED SIX (Liber 216, cp 288, Tenth Parcel)

Great Lot No. NINE (9) containing six hundred nineteen (619) acres, more or less.

PARCEL ONE HUNDRED SEVEN (Liber 216, cp 288, Eleventh Parcel)

Great Lot No. Ten (10), containing six hundred thirty-six (636) acres, more or less.

PARCEL ONE HUNDRED EIGHT (Liber 216, cp 288, Twelfth Parcel)

Great Lot No. Seventeen (17), containing six hundred fifty acres, (650) more or less.

PARCEL ONE HUNDRED NINE (Liber 216, cp 288, Thirteenth Parcel)

Great Lot No. Twenty-five (25), containing six hundred ten (610) acres, more or less.

PARCEL ONE HUNDRED TEN (Liber 216, cp 288, Fourteenth Parcel)

Great Lot No. Twenty-six (26), containing six hundred seventy-nine (679) acres, more or less.

PARCEL ONE HUNDRED ELEVEN (Liber 216, cp 288, Fifteenth Parcel)

Great Lot No. Thirty-three (33), containing five hundred ninety-five (595) acres, more or less.

PARCEL ONE HUNDRED TWELVE (Liber 216, cp 288, Sixteenth Parcel)

Great Lot No. Thirty-four (34), containing six hundred eighty-five (685) acres, more or less.

PARCEL ONE HUNDRED THIRTEEN (Liber 216, cp 288, Seventeenth Parcel)

Great Lot No. Thirty-five (35), west part thereof, bounded east by the lands of Clark, Barr & Johnson, containing three hundred forty-one (341) acres, more or less.

PARCEL ONE HUNDRED FOURTEEN (Liber 216, cp 288, Eighteenth Parcel)

Great Lot No. Forty-one (41) north half and southeast quarter thereof, containing four hundred thirty-four (434) acres, more or less.

PARCEL ONE HUNDRED FIFTEEN (Liber 216, cp 288, Nineteenth Parcel)

Great Lot No. Forty-two (42) containing six hundred sixty-seven (667) acres, more or less.

PARCEL ONE HUNDRED SIXTEEN (Liber 216, cp 288, Twentieth Parcel)

Great Lot No. Forty-three (43), all that remains after excepting thirty-eight (38) acres northeast corner thereof, bounded south by an east and west line 24 chains and 27 links south of the north line of the lot, leaving five hundred sixteen (516) acres, more or less.

PARCEL ONE HUNDRED SEVENTEEN (Liber 216, cp 288, Twenty-First Parcel)

Great Lot Forty-nine (49), the east half thereof, containing two hundred thirty (230) acres, more or less.

PARCEL ONE HUNDRED EIGHTEEN (Liber 216, cp 288, Twenty-Second Parcel)

Great Lot No. Fifty (50), containing four hundred eighty-three (483) acres, more or less.

ALSO the right to float logs or timber on the St. Regis River and the east branch thereof, where the same passed on August 2, 1900, over the lands of the St. Regis Paper Company, as conveyed in the deed from Brooklyn Cooperate Company to H. P. Gould and John E. Johnson by deed dated May 23rd, 1929, recorded in Franklin County Clerk's Office in Liber 199 of Deeds at page 104, except as therein and herein reserved.

The party of the first part RESERVES to the St. Regis Paper Company the right of banking logs on the St. Regis River as it runs through the lands conveyed when such logs are taken from other lands in Franklin County on August 2, 1900, owned by the St. Regis Paper Company and heretofore acquired by said Company from the Santa Clara Lumber Company.

ALSO RESERVE, on behalf of Meacham Lumber Co., Inc. predecessors in title and those to whom said predecessors in title may have granted said right, the right to drive logs and timber on said St. Regis River, and the east branch thereof, where it runs through the lands hereby conveyed, as well as said Milbank Lands and lands now or formerly belonging to the St. Regis Paper Company.

All of the foregoing being the same lands, right of way and rights conveyed to the Brooklyn Cooperage Company by William Rockefeller and Almira C. Rockefeller, his wife, by deed dated the 18th day of September, 1907, recorded in the County Clerk's Office, Franklin County, New York, on the 1st day of October, 1907 in Book 131 of Deeds, page 333.

PARCEL ONE HUNDRED NINETEEN (Liber 216, cp 288, Twenty-Third Parcel)

ALSO, ALL THAT TRACT OR PARCEL OF LAND, lying and being in the Town of Duane, County of Franklin and State of New York, and being Great Lot No. One (1) of Township Twelve (12) of Great Tract One of Macomb's Purchase, containing six hundred fifty-eight acres of land, more or less.

Being the same property conveyed to Brooklyn Cooperage Company by Darius W. Lawrence and Lois

W. Lawrence, his wife, by deed dated the 30th day of August, 1911, recorded in the County Clerk's Office, Franklin County, New York, on the 11th day of September, 1911, in Liber 142 of Deeds, page 346.

PARCEL ONE HUNDRED TWENTY (Liber 216, cp 288, Twenty-Fourth Parcel)

ALSO, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Santa Clara, formerly Brandon, County of Franklin and State of New York, and being in Township Eleven of Great Lot No. One of Macomb's Purchase and designated and described as follows, to wit: Sub lot Seven in mile square Lot No. Ten in said township eleven bounded on the north by the northerly line of said lot Ten, on the south by the Port Kent Turnpike, on the east by sub lot Number six, on the west by what is known or designated as the Sanford Mill Lot and containing forty-seven acres of land, more or less.

PARCEL ONE HUNDRED TWENTY-ONE (Liber 216, cp 288, Twenty-Fifth Parcel)

ALSO all the following described premises, to wit: Sub lot one in Mile Square Lot number Three in said Township Eleven and bounded on the north by sub-lots numbers eight and seven, on the south by what is known as the Sanford Mill Lot, on the east by sub-lot No. Two, on the west by the west line of said Mile Square Lot Number Three, and containing sixty-one acres of land more or less, EXCEPTING AND RESERVING a strip of land upon the south side of the above described piece of land, extending east and west across said south side and of sufficient width to make twenty acres of land.

The above conveyance is intended to cover about eighty-eight acres more or less, and is a portion of lands conveyed to Henry Patton and David H. Patton by Peter C. McFarlin and Walter J. Ross and their wives in the spring of 1888.

Being the same premises conveyed to Brooklyn Cooperage Company by Margaret L. Denneen by deed dated May 25th, 1916, recorded in the County Clerk's Office, Franklin County, New York, on the 26th day of May, 1916, in Book 155 of Deeds, page 136.

EXCEPTING from all of the premises herein conveyed all public roads and highways, if any, the title to which is not owned by Meacham Lumber Co., Inc. The conveyance of all the premises hereinbefore described is also subject to all easements, if any, for roads, highways and trails, and for electric power, transmission, telegraph and telephone lines.

EXCEPTING out of said above described premises the following parcels conveyed by Meacham Lumber Co., Inc. to Albert G. Milbank by deed dated November 12th, 1929, and recorded in Franklin County Clerk's Office on November 19th, 1929, in Liber 200, page 330, and therein described as follows:

ALL THOSE TRACTS OR PARCELS OF LAND situate in the Towns of Santa Clara and Duane, County of Franklin and State of New York, in Lots 30, 31 and 42, Township 11, and in Lot 41,

Township 12, Great Tract One, Macomb's Purchase, more particularly described as follows:

FIRST PARCEL

BEGINNING in the north line of Lot 31 at a point 2719 feet west of the northeast corner of said Lot 31, said point being the northwest corner of the land formerly of Albert J. Milbank, deceased, and running thence west on the north line of said Lot 31, 2561 feet to a post 115 feet west of a small brook, said post being seven feet east of the westerly edge of the swamp, and ten feet north of the southerly edge of such swamp; thence south 7 degrees and 30 minutes west (Magnetic 1929) 9990 feet to a post set on the south line of said Township 11, 1996 feet west of the center of the Santa Clara Highway, said last above course crossing the Santa Clara Highway about one mile 215 feet from said post on the north line of Lot Thirty-one at a point 23 feet westerly (measured along said highway) of the most westerly of three culverts across a low point in said highway; thence south 82½ degrees east from the said last above mentioned post and along the south line of Township 11, 2640 feet to a post at the southwest corner of land formerly of the said Albert J. Milbank, deceased, situated in Lot 42, Township 11, thence north 7½ degrees east, about, along the west line of land formerly of the said Albert J. Milbank, deceased, to the place of beginning, containing 596.39 acres of land, be the same more or less, the above courses and distances being approximate, the land hereby conveyed being contiguous on its easterly side to land formerly of Albert J. Milbank, deceased.

SECOND PARCEL

BEGINNING at the southeast corner of said Lot 30, and running thence north 7½ degrees east along the east line of said Lot 30, 2640 feet to a post 780 feet north of the crest of the ridge running east from Bull Hill; thence north 82½ degrees west 2640 feet to a post in the center of a small circular hollow; thence south 7½ west 2706 feet to the south line of said lot 30 and the north line of property formerly of the said Albert J. Milbank, deceased; thence south 82 degrees 30 minutes east along the south line of said Lot 30, 2694 feet to the place of beginning, containing 163.62 acres, be the same more or less, the above courses and distances being approximate.

THIRD PARCEL

BEGINNING at the northwest corner of said Lot 41 at a post standing approximately 3300 feet north of the intersection of the St. Regis River with the west line of Lot 41, measured along said west line of Lot 41, and running thence from said post south 82 degrees and 30 minutes east along the north line of Lot 41, 2252 feet to a post; thence south 7½ degrees west 1398 feet to a post standing south 55 degrees west 57 feet from the top of a stone on top of a knoll; thence south 82½ degrees east from the said post 792 feet to a post; thence south 7½ degrees west 990 feet to a post 257 feet south of a brook; thence north 82½ degrees west 792 feet to the east line of land formerly of the said Albert J. Milbank, deceased; thence north 7½ degrees east on the east line of the land formerly of the said Albert J. Milbank, deceased, 180 feet to a post standing 21 feet northeast of a boulder 12 feet high; thence north 82½ degrees west along the north line of land formerly of the said Albert J. Milbank, deceased, to the west line of said Lot 41, and the west line of Township 12; thence north 7½ degrees east on the west

line of said Lot 41, 2277 feet to the place of beginning, containing 139.85 acres of land, be the same more or less, the above courses and distances being approximate.

As a part of the consideration of this deed, the parties of the second part covenant and agree not to cut any standing hardwood saw log stumpage within said 100 feet limits adjacent to that portion of the Santa Clara-McCollums Road, passing through the above described premises hereby conveyed within a period of 99 years [from 12/12/29].

Meacham Lumber Co., Inc. RESERVED the right to flow that portion of Lot 31 hereby conveyed by; the construction of a dam on said St. Regis River below said premises of such a height as may be determined necessary for suitable and efficient storage, said right of flowage, however, not to extend to or over or to include any adjacent or neighboring property now or formerly of the said Albert J. Milbank, or of the said Albert G. Milbank or of the Grantor.

Meacham Lumber Co., Inc. hereby reserves to itself and its successors in title the right to float logs or timber on the St. Regis River and the east branch thereof and the right to bank logs on the same, whether such logs or timber are taken from the lands hereby conveyed or from other lands.

PARCEL ONE HUNDRED TWENTY-TWO (Liber 488, cp 215)

ALL that tract or parcel of land situate in the Town of Santa Clara, County of Franklin and State of New York, and being Lot #6 Block D as shown on an old Map of the Village of Santa Clara which designates lots and lands formerly owned by the Santa Clara Lumber Company (dated 1885) and being bounded and described as follows:

Beginning at the southeast corner of Lot 7 Block D, on Railroad Avenue in the Village of Santa Clara, and as shown on an old Map of said village entitled "Map of the Village of Santa Clara - designating lots and lands owned by the Santa Clara Lumber Company", and running along the southern boundary of Lot 7 for a distance of 120' in a westerly direction to a point, thence in a southerly direction a distance of 60' along the eastern boundary of Lot 15 Block D to a point, thence running directly east a distance of 120' along the northern boundary of Lot 5 Block D to a point, and thence running directly north a distance of 60' along Railroad Avenue to the place of beginning.

Intending to CONVEY said Lot 6 Block D, located in Macomb's Purchase Great Tract #1, Township #11 and Great Lot #24, in its entirety, with any interest or claim thereto.

Being the same premises conveyed to Alfred and Ethel Susice by Elmer and Patricia Lohr by Deed dated December 8, 1964 and recorded in the Franklin County Clerk's Office in December, 1964, in Liber 424 of Deeds at page 65.

FURTHER EXCEPTING AND EXCLUDING therefrom that portion or portions of the above premises acquired by the People of The State of New York under the following Notice of Appropriation recorded in the Franklin County Clerk's Office:

-- Notice of Appropriation recorded 9/20/60 in Liber 394 cp 580.
-- Notice of Appropriation recorded 5/26/67 in Liber 435 cp 1168.
-- Notice of Appropriation recorded 5/26/67 in Liber 435 cp 1165.
-- Notice of Appropriation recorded 7/13/67 in Liber 436 cp 583.

GRANTOR'S CONVEYANCE OF PARCELS ONE HUNDRED TWENTY-TWO (123) THROUGH ONE HUNDRED THIRTY (130) IS BY QUITCLAIM ONLY:

PARCEL ONE HUNDRED TWENTY-THREE (Liber 120, cp 196)

ALL THAT TRACT OR PARCEL OF LAND and premises hereinafter particularly described, situate, lying and being in the Township No. 14, now Town of Santa Clara, in the County of Franklin and State of New York, being the following part of Lot No. three in Nathan Ward's subdivision of the north-east quarter and south-half of township number fourteen (14), in Great Tract number one (1) of Macomb's Purchase, that is, the north half of the south two fifths thereof, containting thirty-four acres, more or less, being the same tract, conveyed to Ira H. Taylor, now deceased, by Gerritt Smith, by deed dated January 1st, 1850, and recorded in the Clerk's Office for Franklin County, State of New York, Aug. 30th, A.D. 1850 in Book of Deeds number seventeen, page 479, and is part of the same premises devised and given by the said Ira H. Taylor in and by his Will and last Testament to his wife Amelia G. Taylor.

PARCEL ONE HUNDRED TWENTY-FOUR (No deed identified)

ALL that certain tract or parcel, situate in the Town of Santa Clara, County of Franklin and State of New York, being part of Great Tract No. One, Macomb's Purchase.

Township No. Eleven (11)

Great Lot seventeen (17), north part of subdivision six (6), containing forty (40) acres.

PARCEL ONE HUNDRED TWENTY-FIVE (No deed identified)

ALL that certain tract or parcel, situate in the Town of Santa Clara, County of Franklin and State of New York, being part of Great Tract No. One, Macomb's Purchase.

Township No. Eleven (11)

Great Lot two (2) all of said lot lying between the east branch of the St. Regis river and the Port Kent Road, except subdivision No. Nine (9) of said Lot.

PARCEL ONE HUNDRED TWENTY-SIX (No deed identified)

ALL that certain tract or parcel, situate in the Town of Santa Clara, County of Franklin and State of New York, being part of Great Tract No. One, Macomb's Purchase.

Township No. Eleven (11)

Great Lot three (3), sub lot one (1), a twenty (20) acre strip of land being bounded as follows, on the north by the remaining lands in sub lot one (1), on the east by sub lot No. Two (2), on the south by what is known as the Sanford Mill lot, on the west by the west line Great Lot No. Three (3).

PARCEL ONE HUNDRED TWENTY-SEVEN (No deed identified)

ALL that certain tract or parcel, situate in the Town of Santa Clara, County of Franklin and State of New York, being part of Great Tract No. One, Macomb's Purchase.

Township No. Fourteen (14)

The undivided one-half of the south half of the North half of Lot No. Thirty-one (31).

PARCEL ONE HUNDRED TWENTY-EIGHT (No deed identified)

ALL that certain tract or parcel, situate in the Town of Santa Clara, County of Franklin and State of New York, being part of Great Tract No. One, Macomb's Purchase.

Township No. Fourteen (14)

The north half of the south half of Lot No. Forty three (43).

PARCEL ONE HUNDRED TWENTY-NINE (No deed identified)

ALL that certain tract or parcel, situate in the Town of Santa Clara, County of Franklin and State of New York, being part of Great Tract No. One, Macomb's Purchase.

Township No. Fourteen (14)

The south half of the north half of Lot No. Forty six (46).

PARCEL ONE HUNDRED THIRTY (Liber 199, cp 492, Fourth Parcel)

All that certain tract or parcel of land, situated, lying and being in the Town of Waverly, County of Franklin, State of New York, being the 10 acre parcel of land lying in lot 8 and/or 15, Township 10,

Great Tract 1, of Macomb's Purchase, and conveyed to Albert Story by Ophelia O'Neil on July 13, 1923, further described as that 10 acre exception out of Parcel Four, of a deed from The Saint Regis Falls Wood Corporation to St. Regis Paper Company, dated July 18, 1929, and filed in Liber 199 page 492.

Grantor hereby remises, releases and forever quit claims unto the Grantee, its successors and assigns, a perpetual right of way as hereinafter described, in common with the Grantor hereto and its successors in interest, for pedestrians and vehicles of all kinds and nature, across lands situate in the Town of Duane, County of Franklin, State of New York from lands situate in the Town of Santa Clara, County of Franklin, State of New York to a public highway known as and called the Northwest Bay Road. Said right of way is more particularly described as follows:

The said right of way hereby granted shall be of the width of twenty-five (25) feet throughout its full length and shall extend across and through a portion of the lands formerly of John E. Johnston and Gordon H.P. Gould along the course of an existing log road or trail which runs from lands of the Grantee situate in said Town of Santa Clara, Franklin County, New York to the Northwest Bay Road, so called, in the said Town of Duane, Franklin County, New York. The westerly extremity of said right of way hereby granted is located upon the line dividing lands formerly of John E. Johnston and Gordon H.P. Gould and Grantee herein and is approximately six hundred twenty-five (625) feet south of Albert Millbank's southeasterly corner on the Town line which is the southeast corner of Lot 18 in Township 14 of said Town of Santa Clara and is on or near the boundary lines of said Town of Duane and Santa Clara; thence easterly following the course of the existing log road or trail hereinbefore mentioned approximately six hundred fifty (650) feet over and across the lands of the parties of the first part to the Northwest Bay Road so called.

The above right of way easement was granted by an indenture between John E. Johnston and Gordon H.P. Gould, as Grantors, and The St. Regis Paper Company, as Grantee, dated June 2, 1942 and recorded June 15, 1942 in deed Liber 235 cp 32 in the Franklin County Clerk's Office.

The right hereby granted shall inure to the benefit of the Grantee herein, its successors and assigns, and shall be deemed an easement running with the lands of the Grantee.

Grantor hereby remises, releases and forever quitclaims unto the Grantee, its successors and assigns, a perpetual right of way as hereinafter described, in common with the Grantee hereto, and its successors in interest and assigns, for pedestrians and vehicles of all kinds and nature across the lands now or formerly of St. Bernard's Summer Camp Corporation situate in the Town of Waverly, County of Franklin, State of New York, which right of way is more particularly described as follows:

The said right of way hereby granted extends over a portion of lands now or formerly of St. Bernard's Summer Camp Corporation known as the Brooklyn Cooperage Railroad bed and follows the course of said railroad bed to a full width of 33 feet from the point where the same crosses a public highway commonly known as the blue Mountain Road; thence in a southwesterly direction through parts of lots 40, 39, 46 and 45 in the town and county aforesaid, to a point where the said railroad bed intersects the

lands now or formerly of the St. Regis Paper Company.

The right of way hereby granted shall be for the benefit of and inure to the Grantee herein, its successors and assigns forever and for the benefit of any person to whom the Grantee may hereafter convey, lease or rent its lands, or any portion thereof. The Grantee shall also have the privilege of keeping the right of way hereby granted in sufficient repair that the same may be used by automobiles, trucks and other vehicles.

The right hereby granted shall be deemed an easement running with the lands of the Grantee.

The above right of way easement was granted by an indenture between St. Bernard's Summer Camp Corporation as Grantor and The St. Regis Paper Company, as Grantee, dated July 29, 1942 and recorded August 12, 1942 in deed Liber 235 cp 329 in the Franklin County Clerk's Office.

Grantor does hereby remise, release and quitclaim unto the Grantee, its successors and assigns forever, all of said Grantor's right, title and interest in and to a certain right-of-way for the purpose of ingress and egress over the road known as the Cohill Road, so-called; said right-of-way crosses a parcel of land conveyed by the Paul Smith's College of Arts & Sciences to Alfred A. Landry and Gerald E. Landry by deed dated January 11th, 1979 and recorded in the Franklin County Clerk's Office on November 10th, 1980 in Liber 499 of Deeds at page 551. Said parcel of land that said right-of-way crosses is located in the Town of Duane, County of Franklin and State of New York. Said right-of-way was excepted and reserved in the aforementioned deed between Paul Smith's College of Arts & Sciences and said Landrys.

The above right of way easement was granted by an indenture between Paul Smith' College of Arts & Sciences, as Grantor, to The St. Regis Paper Company, as Grantee, dated March 11, 1982 and recorded June 2, 1982 in deed Liber 506 cp 412 in the Franklin County Clerk's Office.

TOGETHER with the permanent Right of Way and Easement conveyed by Twin Ponds Associates to The St. Regis paper Company dated June 11, 1982 recorded November 15, 1982 in Liber 508 cp 608.

EXCEPTING from the lands conveyed in fee in this deed Parcel number Thirty in the deed from The St. Regis Falls Wood Corporation to The St. Regis Paper Company dated July 18, 1929 recorded August 16, 1929 in Liber 199 cp 492.

ALSO EXCEPTING the following lands: ALL THAT TRACT OR PARCEL OF LAND being part of Great Lots 4 and 5 and being a portion of aforementioned Deed Ref. 1, first parcel (Deed Liber 109, cp 120) bounded and described as follows: BEGINNING at the southeast corner of the first parcel (145 Ac) described in Deed Ref. 1 (Liber 109 cp 120), being the center of the St. Regis river at its intersection with the south line of Great Lot 5, said point is also a corner of a 23.38 acre parcel described in aforementioned Deed Ref. 1, fifth parcel; running thence westerly along the south line of Great lot 5 being also the northerly line of the said 23.38 acre parcel a distance of 973' (said distance is recited in the description of the aforementioned 23.38 acre parcel) to a point in the easterly bounds of

the former New York and Ottawa R.R. (N.Y. &O.R.R.) right of way now reputedly owned by the Town of Waverly; running thence in a general northwesterly direction along the northeasterly or northerly bounds of the said former N.Y.&O.R.R. as it winds and turns to its intersection with the center of the St. Regis River, said intersection being on the north line of the portion of the aforementioned 145 acre parcel herein described and on the southerly bounds of premises now reputedly owned by Lawrence B. Rivers and Jeane M. Rivers, as described in Deed Liber 477, page 765; running thence upstream in the center of the St. Regis River as it winds and turns along the northerly bounds of the aforementioned 145 acre parcel and running consecutively along the southerly bonds of the following lands: lands of Rivers aforementioned, a 14.8 acre parcel and a 7.5 acre parcel as described in Deed Ref., 1, second and third parcels respectively, lands now reputedly owned by Donald F. Conboy and Rita Conboy (Deed Liber 528, Page 1137), and a 22 acre parcel as described in Deed Ref. 1, fourth parcel, to the southeast corner of the said 145 acre parcel being also the southwest corner of the said 22 acre parcel and being also the point of beginning, containing approximately 80 acres, more or less.

FURTHER EXCEPTING all that tract or parcel of land being part of the sixth and seventh parcels described in aforementioned Deed Ref. 1 (Deed Liber 109 cp 120) being a strip of lands 150' in width lying along and northerly of the northerly bounds of the former New York and Ottawa R.R. right-of-way and more particularly described as follows: BEGINNING at the northeast corner of Great Lot 27, being also the northwest corner of Great Lot 28, the southwest corner of Great Lot 21, the southeast corner of Great Lot 20, and being the northeast corner of a 20 acre parcel described in Deed Ref. 1, sixth parcel, and also being a corner of a 25.73 acre parcel described in Deed Liber 181, Page 37 which parcel was conveyed to The People of the State of New York along with other lands as described in Deed Liber 406, Page 587; running thence southerly 1.75 chains (115.5') along the common line of Great Lots 27 and 28 being also the westerly bounds of the aforementioned lands conveyed to The People of the State of New York, to a point on the northerly boundary of the former New York and Ottawa R.R. (N.Y.&O.R.R.) right-of-way now reputedly owned by the Town of Waverly and used as a town road referred to as the "South River Road"; running thence westerly along the northerly boundary of said former N.Y.&O.R.R. right-of-way 33 chains (2178') to a point being the southwesterly corner of the aforementioned 20 acre parcel and being also the southeasterly corner of a 110.86 acre parcel as described in Deed Ref. 1, seventh parcel; running thence still along the northerly bounds of said former N.Y.&O.R.R. right-of-way being the southerly bounds of said 110.86 acre parcel, a distance of 58 chains (3828') to a point in the common line of Great Lots 19 and 20, said point being also in the easterly bounds of the aforementioned lands acquired by The People of the State of New York (Deed Liber 406, Page 587); running thence northerly along the west line of Great Lot 20 being the easterly line of the aforementioned lands acquired by The People of the State of New York to a point which lies 150' as measured at right angles or radially northerly from the northerly bounds of said N.Y.&O.R.R. right-of-way; running thence easterly 150' northerly from and concentric to the northerly bounds of said N.Y.&O.R.R. right-of-way to the northerly line of Great Lot 27 being the northerly bounds of the aforementioned Deed Ref. 1, sixth parcel and the southerly bounds of the aforementioned lands of The People of the State of New York, running thence easterly along said line to the point-of-beginning, containing approximately 20 acres, more or less.

EXCEPTING AND RESERVING to the said Champion International Corporation a certain lot or parcel of land situated in Santa Clara and Waverly, Franklin County, and State of New York, bounded and described as follows, to wit:

Beginning at a corner numbered 97, at or near the northwesterly edge of the right of way of the Dexter Road, so-called, in the Town of Waverly; thence N 6°-46'-22" W, a distance of 85 feet, more or less, along a spotted line to a corner numbered 96; thence S 85°-40'-58" W, a distance of 474 feet, more or less, along a spotted line to a corner numbered 95; thence N 4°-25'-36" W, a distance of 992 feet, more or less, along a spotted line, to a corner numbered 94: thence N 83°-48'-05" E, a distance of 1,369 feet, more or less, along a spotted line to a corner numbered 93; thence N 05°-43'-45" W, a distance of 1450 feet to a corner to be set: thence N 83°-56'-46" E, a distance of 1,120 feet, across the Waverly-Santa Clara town line to a corner to be set; thence S 5°-44'-35" W, a distance of 658 feet, more or less, to a corner to be set at the northwesterly sideline of the Dexter Road; thence following the northwesterly sideline on the Dexter Road southwesterly across the Waverly-Santa Clara town line to the point of beginning, said points on the Dexter Road being located S 41°-16'-44" W, a distance of 2784 feet, more or less, from each other, containing 55.1 acres, more or less.

RESERVING ALL THAT TRACT, PIECE OR PARCEL OF LAND lying, situate and being in the Town of Waverly, Franklin County, New York, and further being in Lots 3 and 4, Township 10, Macomb's Purchase, Great Tract 1, and being more particularly described as follows:

BEING designated as a portion of Franklin County Tax Map Parcel, Town of Waverly 224-02-09, containing approximately 19.7 acres of land, more or less. Also being a portion of a deed from the Santa Clara Lumber Company to the St. Regis Paper Company, dated July 3, 1899 and recorded as Liber 111 Cp 138, as shown on the Project Map, Sheet 8.

RESERVING ALL THAT TRACT, PIECE OR PARCEL OF LAND lying, situate and being in the Town of Waverly, Franklin County, New York, and further being in Lots 3 and 4, Township 10, Macomb's Purchase, Great Tract 1, and being more particularly described as follows:

BEING designated as a portion of Franklin County Tax Map Parcel, Town of Waverly 224-02-28, containing approximately 31 acres of land, more or less. The herein described parcel is that portion of said tax map parcel that is situated on the southerly side of South River Road. Also being a portion of a deed from the Santa Clara Lumber Company to the St. Regis Paper Company, dated May 29, 1899 and recorded as Liber 109 Cp 120, as shown on the Project Map, Sheet 8.

LESS AND EXCEPT:

ALL THOSE CERTAIN LANDS, lying, situate and being a portion of Townships 10, 11, 12, 13 & 14 of Great Tract 1, Macomb's Purchase, being in the Towns of Waverly, Santa Clara and Duane, Franklin County and being generally described as follows:

"Deer River Corridor"

ALL THAT LAND, lying, situate and being in the Towns of Duane and Santa Clara, Franklin County, also being situated in Lots 4, 5, 6, 7 and 8 of Township 11 and Lots 9, 10, 17 and 26 of Township 12, Macomb's Purchase, Great Tract 1, being more further described as follows:

PARCEL 1

BEGINNING at a point in the centerline of the Red Tavern Road on the easterly line of Lot 17, Township 12, Macomb's Purchase Great Tract 1, said point also being the southwesterly corner of lands now or formerly owned by Robert E. Duffy and Ann L. Duffy, his wife, by deed dated February 25, 1997 and recorded in Liber 669, Page 340; thence northwesterly along the centerline of the Red Tavern Road approximately 5,861 feet to a point; thence approximately N 70° 13'43" W, passing through a capped iron rod labeled "NYS Environmental Conservation - Property Marker" at 310 ± feet, 7,146.58 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately S 81° 49'39" W, 1,931.77 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately N 38° 40'49", 3,981.84 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately N 20° 21'11" W, 3,613 feet to a point in the division line between Township 8 of Macomb's Purchase Great Tract 1, on the north, and Township 11 of Macomb's Purchase, Great Tract 1, on the south; thence easterly along the previously mentioned Township line, N84°E 3445' to a point; thence approximately S 23° E, 3,344 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately S 72° 57' 06"E, 11,928.29 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately S 48° 01'23" E, 2,558.71 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence continuing on the same course, S 48° 01'23" E, 130± feet to the centerline of a gravel logging road (known as Champion road No. 26-00); thence southerly along the centerline of the previously mentioned road, approximately 999 feet to the northerly boundary of Lot 18, Township 12, Macomb's Purchase Great Tract 1, said point also being on the northerly boundary of the aforementioned lands of Duffy; thence westerly along the division line between said Lot 18, on the south and Lot 10, on the north S83°W 673' to the common corner of Lots 9, 10, 17 & 18 of Township 12, Macomb's Purchase, Great Tract 1; thence southerly along the division line of said Lot 18, on the east, and said Lot 17, on the west, S 06° E, 1998' to the centerline of the Red Tavern Road and the point or place of beginning. Containing approximately 1,550 acres, more or less.

SUBJECT to the rights of others in the Red Tavern Road and the gravel logging road known as Champion road No. 26-00.

PARCEL 2

BEGINNING at the common corner between Lots 18, 19, 26 & 27, Township 12, Macomb's

Purchase, Great Tract 1; thence southerly along the division line between said Lot 27, on the east, and said Lot 26, on the west, S 06°07'56" E, 3923' feet to a point; thence through said Lot 26, approximately N 46° 52' 56" W, 5,221 feet to a point in the division line between said Lot 26, on the south, and said Lot 18, on the north; thence easterly on the last mentioned division line N 84° 24' 39" E 3408' to the point or place of beginning. Containing approximately 150 acres of land, more or less.

Said Parcels 1 & 2 being a portion of lands conveyed to the St. Regis Paper Company by deed dated December 12, 1929 and recorded November 25, 1935 in Liber 216 at Page 288.

"Greater Madawaska Pond Area"

ALL THAT LAND, lying, situate and being in the Towns of Santa Clara and Waverly, Franklin County, also being situated in the southeast 1/4 of Township 13 and Lots 49-55, 61-68, 73-80, 85-93 and 97-108 of Township 14, Macomb's Purchase, Great Tract 1, being more particularly described as follows:

BEGINNING at the southeast corner of Lot 108, Township 14, Macomb's Purchase, Great Tract 1, said point also being the northeast corner of lands now or formerly of Wilhelmina duP. Ross, as described in deed dated December 6, 1965, recorded December 27, 1965 in Liber 430, Page 788 and also being the northeast corner of Township 17, Macomb's Purchase, Great Tract 1; thence westerly along the division line of said Township 14, on the north, and said Township 17, on the south, also being the northerly boundary of said lands of Ross, 32,017± feet to the townline between Waverly, on the west, and Santa Clara, on the east, said point also being the southeasterly corner of Township 13, Macomb's Purchase, Great Tract 1; thence westerly along the division line between said Township 13, on the north, and Township 16, Macomb's Purchase, Great Tract 1, on the south, 3,307± feet to a point; thence approximately N 13° W, 3,170 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately N 41° 10' 25" W, 3,126.29 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately N 76° 20' 45"W, 1,952.48' feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately S 61° 02' W, 27± feet to the centerline of a gravel road known as Champion road No. 65-10-2; thence in a general westerly and northerly direction along the centerline of the previously mentioned road and continuing along the centerline of a gravel road known as Champion road No. 65-10, 7,880± feet to the southerly boundary of lands now or formerly of the McCavanaugh Pond Club by deed dated September 1, 1955 and recorded in Liber 349, Page 441; thence N 82° E 11,530 feet along the southerly boundary of said McCavanaugh Pond Club, to the westerly boundary of Township 14, Macomb's Purchase, Great Tract 1, said line also being the townline between the Town of Waverly, on the west, and the Town of Santa Clara, on the east; thence N 04° E 1191 feet along the easterly boundary of said McCavanaugh Pond Club, also being the division line between Macomb's Purchase, Great Tract 1, Township 13, on the west, and Township 14, on the east, 1,191± feet to a point; thence easterly through said Township 14 on a course of approximately N 81° E, through a capped iron rod labeled "NYS Environmental Conservation - Property Marker" located at 4,657± feet a total distance of 18,550± feet to a point on

the easterly line of Lot 55, Township 14, Macomb's Purchase, Great Tract 1; thence southerly along the division line between said Lot 55, on the west, and Lot 56, on the east, 2,375± feet to the common corner of Lots 55, 56, 67 and 68, Township 14, Macomb's Purchase, Great Tract 1; thence 2,665 feet along the northerly boundary of said Lot 68 to the common corner of Lots 56, 57, 68 and 69, Township 14, Macomb's Purchase, Great Tract 1; thence southerly along the division line between said Lot 68, on the west, and said Lot 69, on the east, approximately 1,687 feet to the southeasterly corner of an existing State of New York parcel; thence westerly along the southerly boundary of said State of New York parcel approximately 1,365 feet to a point; thence approximately S 05° E, 2,758 feet through a portion of Lots 68 and 80 to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence S 49° E approximately 5,659 feet to the common corner of Lots 93, 94, 105 & 106, Township 14, Macomb's Purchase, Great Tract 1, said point also being the northwesterly corner of existing State land as acquired by Tax Deed (sale of 1877) as recorded June 8, 1882 in Liber 86 at Page 160; thence easterly 8,180 feet along the northerly line of Lots 106, 107 and 108 to Township 15, also being the townline between the Towns of Brighton, on the east, and Santa Clara, on the west; thence S 03° E along the division line between said Township 15, on the east, and said Township 14, on the west, also being the easterly line of said Lot 108, approximately 2,877± feet to the point or place of beginning.

BEING a portion of lands conveyed to the St. Regis Paper Company by deed dated May 29, 1899 and recorded June 19, 1899 in Liber 109 at Page 120.

EXCEPTING from the above described premises the following parcels:

1) Lands of Grantees in Lots 68, 73, 77, 78, 106 & 107 of Township 14, Macomb's Purchase, Great Tract 1, acquired by Tax deed recorded June 8, 1882 in Liber 86 at Page 160.

2) Lands of Grantees in Lots 86 & 100 of Township 14, Macomb's Purchase, Great Tract 1, acquired by Tax Deed recorded May 30, 1877 in Liber 58 at Page 578.

3) Lands of Grantees in Lot 55 of Township 14, Macomb's Purchase, Great Tract 1, acquired from George N. Ostrander and wife by deed recorded April 28, 1909 in Liber 136 at Page 121.

4) Lands now or formerly of the Madawaska Club, Inc., described by deeds dated October 25, 1956, recorded December 7, 1956 in Liber 362, Pages 157 & 213.

5) Lands now or formerly of George Williams described by deed dated January 18, 1982, recorded January 25, 1982 in Liber 505, Page 146.

6) Lands now or formerly of the Trout Brook Club as described by deed dated May 12, 1952, recorded September 11, 1952 in Liber 323, Page 139.

7) Lands now or formerly Leonard W. Jenne, Jr. and Mary S. Jenne, his wife, described by deed

dated January 11, 1988, recorded in Liber 534, Page 272.

Containing (after exceptions) approximately 8,200 acres of land, more or less.

SUBJECT to the rights of others in Blue Mountain Road and the gravel logging roads known as Champion roads No. 65-10-2 & 65-10.

"East Branch-St. Regis River Corridor"

ALL THAT LAND, lying, situate and being in Great Lots 8, 9, 10, 11, 15, 16, 17, 20, 21, 22, 28, 29, 30 & 32, Township 11, Macomb's Purchase, Great Tract 1, also being in the Town of Santa Clara, Franklin County, being more particularly described as follows:

BEGINNING at a point in the centerline of the Red Tavern Road (a.k.a. Hopkinton and Port Kent Road) at the northeast corner of lands of Elizabeth Moore, as described in a deed dated July 17, 1978 at Liber 488, Page 428; thence easterly along the centerline of said Red Tavern Road, approximately 8,400 feet to a point; thence approximately S 34° 01' 32" E, through a capped iron rod labeled "NYS Environmental Conservation - Property Marker" at 23± feet, a total distance of 1,732.89 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately S 22° 18' 42" W, 4,176.23 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately S 35° 43' 44" E, 6,460.43 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately S 59° 55' 11" E, 3,901.53 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence S 40° 24' 59" E, 5,166 feet to the lands now or formerly of Terry R. Culp as described in a deed dated July 29, 1993 and recorded in Liber 596, Page 136, said point also being on the northerly line of Lot 31, Township 11, Macomb's Purchase, Great Tract 1; thence along the lands of said Culp, also being the boundary of said Lot 31, the following two courses and distances:

1) S 85° 19' 51" W, 2,496± feet to a point;
2) S 07° 18' 41" E, 1,739± feet to a point;

thence approximately N 67° 01' 24" W, 1,425 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately N 43° 47' 30" W, 5,049 feet to a point; thence approximately N 63° 42' 51" W, 4,924 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately N 44° 27' 46" W, 5,647.87 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately N 08° 01' 03"W, 5,089.06 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately N 73° W, 7,121 feet to the southwesterly corner of lands now or formerly of The Nature Conservancy as described in a deed dated and recorded March 22, 1974 at Liber 467, Page 144; thence along the southerly boundary of said Nature Conservancy and continuing along the southerly boundary of the previously mentioned lands, now or formerly of Elizabeth Moore, N 84° E 5,970± feet to the southeasterly corner of said Moore lands; thence N 05° W along the easterly line of said Moore lands 1844 to the point or place of beginning. Containing 2,600 acres of

land. more or less.

BEING a portion of lands conveyed to the St. Regis Paper Company by deed dated December 12, 1929 and recorded November 25, 1935 in Liber 216 at Page 288.

EXCEPTING from the above described premises a parcel of land now or formerly of the Red Tavern Sportsmen Club, Inc., being a portion of a deed dated August 12, 1987 recorded at Liber 531, Page 409. Said parcel is located on the southerly side of the Red Tavern Road and contains 6 acres of land, more or less.

"St. Regis River Corridor"

ALL THAT LAND, lying, situate and being in Great Lots 48 & 49 of Township 10, Great Lots 1, 2, 11, 12, 13, 23, 24, 25, 26, 35, 36, 37 & 38, Township 11, Lots 4, 5, 9, 10, 14, 15, 19, 20, 24, 25, 29 & 30 in the Northeast 1/4 of Township 13 and the Northwest 1/4 of Township 14, all in Macomb's Purchase, Great Tract 1, and also being in the Towns of Santa Clara and Waverly, Franklin County, being more particularly described as follows:

BEGINNING at a point in the centerline of the Red Tavern Road (a.k.a. Hopkinton and Port Kent Road, also County Road #14) at the northwest corner of lands of the People of the State of New York as described in a deed dated June 9, 1881 and recorded in Liber 68 at Page 172; thence S 04° E 2527 feet along the westerly boundary of the last mentioned parcel to the northerly boundary of Great Lot 11, Township 11, Macomb's Purchase, Great Tract 1; thence N 84° E 1148 feet along the northerly boundary of said Great Lot 11 to the westerly boundary of lands now or formerly of The Nature Conservancy as described in a deed dated March 22, 1974 and recorded in Liber 467 at Page 144; thence S 04° E 3511 feet along the westerly boundary of said Nature Conservancy parcel to the southwest corner of said Nature Conservancy parcel; thence approximately S 88° W, 6,051 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately S 13° 49' 11" E, 8,576.35 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately S 44° 43' 03" E, 3542.69 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately S 12° E, 7,359 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately S 23° E, 3,779 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately S 53° W, 1,779 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately S 16° W, 7,626 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately S 56° W, 2,095 feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately N 54° W, and crossing the former New York Central Railroad (Ottawa Branch) bed, now known as lands now or formerly of the "Trout Brook Club" as described in a deed dated May 12, 1952 and recorded on September 11, 1952 in Liber 323 at Page 139, 175± feet to the westerly margin of the same; thence southerly along the westerly margin of said "Trout Brook Club" lands, approximately 6,910 feet to a point; thence approximately S 23° W, 64

feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker", said rod also being approximately 130 feet from the centerline of the former railroad bed on the extension of the proposed property line; thence continuing on the same course, S 23° W. 5,823± feet to a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence continuing on the same course, S 23° W, 218± feet to the lands now or formerly of McCavanaugh Pond Club, Inc., as described in a deed dated September 1, 1955, recorded on September 15, 1955 in Liber 349 at Page 441; thence N 04° W along the easterly boundary of said McCavanaugh Pond Club, Inc., 1,526± feet to the northeast corner, said point also being the northeast corner of the north 1/3 of the southeast quarter of Township 13, Macomb's Purchase, Great Tract 1; thence S 84° W along the northerly boundary of said McCavanaugh Pond Club, Inc., also being the northerly line of the north 1/3 of the southeast quarter of said Township 13, approximately 5,417 feet to a point, said point being approximately S 20° W, 135 feet from a capped iron rod labeled "NYS Environmental Conservation - Property Marker"; thence approximately N 20° E, through a capped iron rod at 135± feet a distance of 1,548± feet to the centerline of a gravel road known as Champion road No. 60-20; thence easterly along the centerline of Champion road No. 60-20 and continuing along Champion road No. 60-10 in a general northerly and westerly direction, a total of approximately 11,962 feet to the centerline of Blue Mountain Road; thence northerly along the centerline of Blue Mountain Road, 1,625± feet to the lands now or formerly Richard E. Whiteside as described in a deed dated August 26, 1993 in Liber 598 at Page 092; thence easterly along said lands of Whiteside, 1,650± feet to the most southeasterly corner of said lands of Whiteside; thence N 06° W 1276' along the easterly boundary of said Whiteside, to the northeasterly corner of said Whiteside; thence S 85° W 1400' along the northerly boundary of said Whiteside to lands now or formerly of the Twin Brook Club, Inc. as described in a deed dated December 9, 1982 recorded January 3, 1983 in Liber 509 at Page 243, said point also being on the easterly line of Lot 3, northeast 1/4 Township 13, Macomb's Purchase, Great Tract 1; thence N 04° W 1282' along said lands of the Twin Brook Club, Inc. and said easterly line of Lot 3, to the lands now or formerly of Edward T. Brady & Naoko N. Brady, his wife, as described in a deed dated October 27, 1994 recorded November 7, 1994 in Liber 619 at Page 122, said point also being on the southerly line of Lot 48, Township 10, Macomb's Purchase, Great Tract 1; thence N 85° E 1066' along said lands of Brady and the southerly line of said Lot 48, to the southeast corner of said lands of Brady; thence N 04° 1234.2' along said lands of Brady and through said Lot 48, to the northeast corner of said lands of Brady; thence approximately S 74° E, through a capped iron rod labeled "NYS Environmental Conservation - Property Marker" at 5,397± feet; thence S 74° E 285' to a point on the townline between the Towns of Santa Clara, on the east, and Waverly, on the west, said point also being the line between Township 14, Macomb's Purchase, Great Tract 1, on the east, and Township 13, Macomb's Purchase, Great Tract 1, on the west; thence N 04° W along said townline and said Township lines, continuing along the line of Township 10, Macomb's Purchase, Great Tract 1, on the west, and Township 11, Macomb's Purchase, Great Tract 1, on the east, approximately 11,319 feet to the lands now or formerly of Janet Scott as described in a deed dated and recorded on February 26, 1999 in Liber 718 at Page 37; thence N 83° E 2754' along said lands of Scott and continuing along lands now or formerly of Charles C. Avery and Robert H. Reynolds as described in a deed dated September 6, 1966, recorded August 15, 1968 in Liber 440 at Page 1191, to the west bounds of the former Northern Adirondack Railroad right of way, now or formerly of the Trout Brook Club as described by deed dated May 12, 1952, recorded September 11, 1952 in Liber

323 at Page 139; thence northerly approximately 1738' along the westerly bounds of said Trout Brook Club and along the easterly bounds of said Avery and Reynolds, continuing along the easterly bounds of said Scott, continuing along the easterly bounds of lands now or formerly of Charles T. Goeke and Carol Goeke as described in a deed dated December 15, 1987 recorded December 16, 1987 in Liber 533 at Page 754, continuing along the easterly bounds of said Scott, continuing along the easterly bounds of lands now or formerly of Philip LaRue and Mildred E. LaRue as described in a deed dated October 3, 1973 recorded January 30, 1974 in Liber 466 at Page 742, continuing along the easterly bounds of lands now or formerly of Gary C. Lessing and Brian J. Lessing as described in a deed dated November 12, 1991, recorded November 12, 1991 in Liber 566 at Page 135, to a point; thence S 84° W 2819' along said lands of Lessing, continuing along said lands of Scott, continuing along lands now or formerly of Elvin Olson, Jr. as described in a deed dated December 30, 1971, recorded January 10, 1972 in Liber 455 at Page 872, continuing along said lands of Scott, continuing along lands now or formerly of Harry Dow as described in a deed recorded January 27, 1977 in Liber 480 at Page 896, continuing along said lands of Scott to the townline between the Town of Santa Clara, on the east, and the Town of Waverly, on the west, also being the township line between Macomb's Purchase, Great Tract 1, Township 10, on the west, and Macomb's Purchase, Great Tract 1, Township 11, on the east; thence northerly approximately 5180' along said townline and township line to lands now or formerly of Dennis D. Jaconetta and Bonita A. Jaconetta, his wife, as described in a deed dated November 5, 1997 and recorded December 2, 1997 in Liber 688 at Page 138; thence easterly approximately 360' along said lands of Jaconetta to the northwesterly corner of lands now or formerly of Mark D. McCarthy as described in a deed dated May 10, 1991 and recorded May 14, 1991 in Liber 556 at Page 340; thence S 35° E 714' along the rear or westerly bounds of the following five (5) lots or parcels:

1) Said lands now or formerly of McCarthy; thence

2) Lands now or formerly of the Town of Santa Clara as described in a deed dated December 2, 1963 and recorded February 3, 1964 in Liber 417 at Page 414; thence

3) Lands now or formerly of Lester L. Farmer and Mildred M. Farmer, his wife, as described in a deed dated February 21, 1978 and recorded on March 2, 1978 in Liber 486 at Page 340; thence

4) Lands now or formerly of Joseph Sabad and Vicky Sabad, his wife, as described in a deed dated January 5, 1993 and recorded on January 29, 1993 in Liber 587 at Page 284; thence

5) Lands now or formerly of Steven D. Curran and Rosemary A. Curran as described in a deed dated January 24, 1995 and recorded in Liber 622 at Page 311;

thence N 76° E 141' along said lands of Curran and along the southerly bounds of lands now or formerly of Wilbur C. Bailey as described in a deed dated March 28, 1996 and recorded May 9, 1996 in Liber 651 at Page 007 to the northwesterly corner of lands now or formerly of Gary Lessing and Gary M. Lessing as described in a deed dated May 16, 1996 and recorded May 21, 1996 in Liber 651

at Page 224: thence S 15° E 421' along the westerly bounds of said Lessing, continuing along the westerly bounds of lands now or formerly of Gary M. Lessing and Rachel Lessing as described in a deed dated May 16, 1996 and recorded on May 21, 1996 in Liber 651 at Page 221, continuing along the westerly bounds of lands now or formerly of Paul J. Beaulieu and Jeanette B. Beaulieu as described in a deed dated and recorded on November 10, 1993 in Liber 602 at Page 053 and continuing along the westerly and bounds of lands now or formerly of Champion International Corp. as designated as Block E, Lots 1, 2 & 3 as shown on Map #394 entitled: "Map of the Village of Santa Clara in the Town of Brandon, Franklin County", filed July 14, 1888; thence westerly 114' along the southern bounds of said lands of Champion to the westerly margin of Fraser Avenue; thence southerly 116' along the westerly margin of Fraser Avenue to the southerly margin of Mill Street; thence easterly 101' along the southerly margin of Mill Street, crossing the bed of Dexter Road, to the easterly margin of Dexter Road; thence southerly 110' along the easterly margin of Dexter Road to the southwesterly corner of a parcel of land designated as tax map parcel 255.02-4-1; thence easterly 240' along the southerly margin of said tax map parcel and along the southerly margin of lands now or formerly of Susan Bailey and William Joseph Labounty as described in a deed dated and recorded January 22, 1993 in Liber 587 at Page 176 to the westerly margin of the former Northern Adirondack Railroad right of way, now or formerly of the Trout Brook Club as described by deed dated May 12, 1952, recorded September 11, 1952 in Liber 323 at Page 139; thence continuing easterly across the former railroad bed and said lands of the Trout Brook Club, to its easterly margin; thence northerly 127' along the easterly margin of said Trout Brook Club to the southerly margin of Mill Street; thence in a generally northeasterly direction along the southerly margin of Mill Street approximately 750 feet to the southwesterly margin of NYS Route 458; thence southeasterly along the southwesterly margin of NYS Route 458, approximately 590 feet to a point; thence northeasterly, crossing the bed of NYS Route 458 to point being the intersection of the northerly bounds of NYS Route 458 and the northeasterly margin of Red Avenue; thence northwesterly along the northeasterly margin of Red Avenue approximately 910 feet to the southeasterly corner of lands now or formerly of Everett Sochia and Helen Sochia as described in a deed dated August 19, 1942 in Liber 235 at Page 364; thence N 35° E 176'± along the southeasterly margin of said Sochia lands, to a point being 50 feet from the high water mark of the St. Regis River; thence northwesterly along the northeasterly bounds of said Sochia, said line being parallel and distant 50 feet southwesterly from the high water mark of the St. Regis River, approximately 312 feet to the southeasterly corner of lands now or formerly of Kenneth F. Sather as described in a deed dated June 23, 1987 and recorded on June 29, 1987 in Liber 530 at Page 668; thence northwesterly along the northeasterly bounds of said Sather to the southeasterly corner of lands now or formerly of Helen S. Lindsey as described in a deed dated August 20, 1990 and recorded on October 22, 1990 in Liber 549 at Page 184; thence N 66° 37' 41" W, 50.56' and N 29° 28' 30" W 209.86' along the northeasterly bounds of said Lindsey to the southeasterly corner of lands now or formerly of David Beggs and Hali Gruber as described in a deed dated January 4, 1993 and recorded January 6, 1993 in Liber 586 at Page 250; thence N 52° 30' W, 260' and S 59° 30' W, 195' and S 38° E 151.5' along the bounds of said Beggs & Gruber, to the previously mentioned lands of Lindsey; thence southwesterly along said lands of Lindsey to the northerly bounds of NYS Route 458; thence northwesterly along the northerly bounds of NYS Route 458 to its intersection with the centerline of the South River Road; thence northwesterly along the centerline of South River Road approximately 1,407 feet to a point, said point being on the extension

of the westerly boundary line of lands now or formerly of David Vanderwalker and Pearl M. Vanderwalker as described in a deed dated April 27, 1990 and recorded on May 1, 1990 in Liber 546 at Page 498; thence S 00° E 401', S 80° W, 165' and S 02° E 190' along the westerly bounds of said Vanderwalker to the centerline of the highway commonly called Northwest Bay Road; thence S 67° W 172' along the centerline of the Northwest Bay Road to the easterly boundary of the Santa Clara Village Cemetery Lot; thence N 23° W 273' and Westerly 590' along the boundary of said Cemetery Lot to the townline between the Town of Santa Clara, on the east, and the Town of Waverly, on the west, said line also being the division line between Township 11, Macomb's Purchase, Great Tract 1, on the east, and Township 10, Macomb's Purchase, Great Tract 1, on the west; thence N 04° W 1320' along said townline and township line approximately 15,536 feet to the southwesterly corner of lands now or formerly of Phillip R. Whitton and Lottie Whitton, his wife, as described in a deed dated August 28, 1954 and recorded November 22, 1954 in Liber 341 at Page 509; thence N 85° E along the southerly boundary of said Whitton and continuing along the southerly boundary of lands now or formerly of Robert Maher as described in a deed dated August 23, 1982 and recorded August 26, 1982 in Liber 507 at Page 451 to a point; thence N 05° W 1291' along said Maher's easterly boundary to the centerline of the highway commonly called the Trim Hill Road; thence N 89° E 1869' along the centerline of the so-called Trim Hill Road and continuing along the centerline of the so-called Everton Road to the southeasterly corner of lands now or formerly of the Helen L. Barnard Revocable Trust as described in a deed dated June 5, 1997 and recorded June 25, 1997 in Liber 676 at Page 307; thence N 05° W 1428' along the easterly boundary of said Helen L. Barnard Revocable Trust to the northerly boundary of Township 11, Macomb's Purchase, Great Tract 1, also being the southerly boundary of lands now or formerly of the Helen L. Barnard Revocable Trust as described in a deed dated June 5, 1997 and recorded on June 25, 1997 in Liber 676 at Page 311; thence N 84° E 3496' along the township line between Township 11, Macomb's Purchase, Great Tract 1, on the south, and Township 8, Macomb's Purchase, Great Tract 1, on the north, said line also being the townline between the Town of Santa Clara, on the south, and the Town of Brandon, on the north, to the northwesterly corner of lands now or formerly of James A. DeCarr as described in a deed dated and recorded on September 8, 1989 in Liber 543 at Page 260; thence S 05° E 2337' along the westerly boundary of said lands of DeCarr to the centerline of the so-called Everton Road; thence in a general southeasterly direction along the centerline of said Everton Road, approximately 4,235 feet to the northerly boundary of lands now or formerly of The Nature Conservancy as described in a deed dated and recorded on March 22, 1974 in Liber 467 at Page 144; thence S 86° W 1998' along the northerly boundary of said lands of The Nature Conservancy to the easterly boundary of lands of The People of the State of New York as described in a deed dated June 9, 1881 in Liber 68 at Page 172; thence N 04° W 850' along the easterly boundary of said State lands to the centerline of the Red Tavern Road (a.k.a County Road #14); thence westerly along the centerline of the Red Tavern Road approximately 1330' to the point or place of beginning. Containing approximately 6,100 acres, more or less.

EXCEPTING from the above described premises the following:

1. the former right-of-way of the Ottawa Branch of the New York Central Railroad, now or formerly owned by the "Trout Brook Club" by deed dated May 12, 1952 and recorded

September 11, 1952 as Liber 323 at Page 139;

2. lands now or formerly of Wayne and Deborah Baldwin as described in a deed dated April 29, 1988 and recorded on June 16, 1988 as Liber 536 at Page 174;

3. lands now or formerly of Lawrence and Cheri Hopsicker as described in a deed dated October 1, 1996 and recorded as Liber 663 at Page 237.

SUBJECT to the rights of others in Blue Mountain Road, Dexter Road, South River Road, Northwest Bay Road, NYS Route 458, Trim Hill Road, Everton Road and Red Tavern Road.

"St. Regis Falls (Hamlet Area)"

ALL THAT LAND, lying, situate and being in the Town of Waverly, County of Franklin, also being part of Lots 4, 5, and 12, Township 10, Great Tract One, Macomb's Purchase, and also being a portion of the following two conveyances: 1) Santa Clara Lumber Company to the St. Regis Paper Company by deed dated May 29, 1899 and recorded on June 19, 1899 in Liber 109, Cp 120 (hereinafter "Deed Ref. 1"); and 2.) Henry E. O'Neil to the St. Regis Paper Company by deed dated June 27, 1905 and recorded on July 5, 1905 in Liber 125, Cp 1 (hereinafter "Deed Ref. 2"), being further described as follows:

BEGINNING at the southeast corner of Great Lot 5, being the southeast corner of a 157 acre parcel described in aforementioned Deed Ref. 2 (Liber 125, Page 1) and being the northeast corner of premises now reputedly owned by The People of the State of New York, as described in Deed Liber 406, Page 587, said corner being also the northeast corner of Great Lot 12, the northwest corner of Great Lot 13, and the southwest corner of Great Lot 6, said corner also being on the westerly line of premises now reputedly owned by James Murray and Brenda Murray; thence westerly along the south line of Great Lot 5 being the south line of premises described in aforementioned Deed Ref. 2 and being the north line of Great Lot 12 and of premises described in aforementioned Deed Liber 406, Page 587, a distance of 24.01 chains (1584.66') to a point in the center of the St. Regis River, as described in Deed Ref. 2, said point is also a corner of a 23.38 acre parcel described in aforementioned Deed Ref. 1 (Liber 109, Page 120, 5th Parcel); thence running upstream along the center of the St. Regis River as it winds and turns along the northerly and easterly bounds of said 23.38 acre parcel and along the westerly bounds of premises now reputedly owned by The People of the State of New York (Deed Liber 406, Page 587), a distance of 1928' (said distance being a sum total of eight courses described in Deed Ref. 1, 5th Parcel) to a point in the center of the St. Regis River being the southeast corner of the said 23.38 acre parcel and being further described in Deed Ref. 1 as being the northeast corner of 209 acres deeded to Edward Spaulding, February 16, 1867; thence westerly along the southerly line of the said 23.38 acre parcel 517' to the easterly bounds of the former New York and Ottawa R.R. (N.Y.&O.R.R.) right-of-way now reputedly owned by the Town of Waverly; thence northwesterly along the easterly or northeasterly bounds of said former N.Y.& O.R.R. as it winds and turns a distance of 1679.5' (said distance being a sum total of three courses described along the southwesterly bounds of the 23.38 acre parcel described in Deed Ref. 1,

5th Parcel) to a point where said northeasterly bounds of the former N.Y.& O.R.R. intersects the common boundary of Great Lots 5 & 12, which point lies on the southerly bounds of a 145 acre parcel described in Deed Ref. 1, 1st Parcel and is the northwesterly corner of the aforementioned 23.38 acre parcel; thence in a general northwesterly direction along the northeasterly or northerly bounds of the said former N.Y.&O.R.R. as it winds and turns to its intersection with the center of the St. Regis River, said intersection being on the north line of the aforementioned 145 acre parcel described in Deed Ref. 1, 1st Parcel and on the southerly bounds of premises now reputedly owned by Lawrence B. Rivers and Jeane M. Rivers, as described in Deed Liber 477, Page 765; thence running upstream in the center of the St. Regis River along the northerly bounds of the aforementioned 145 acre parcel being also the southerly bounds of aforementioned lands of Rivers (Deed Liber 477, Page 765) to the southeasterly corner of the said Rivers lands and also being the southwesterly corner of a 14.8 acre parcel described in Deed Ref. 1, 2nd Parcel and being further described in said description of the 14.8 acre parcel as being the southwest corner of the lot formerly owned by John Fleming; thence northerly along the westerly line of the said 14.8 acre parcel and easterly bounds of Rivers (Liber 477, Page 765) a distance of 1.85 chains (122.1') to a point in the south bounds of the former Everton R.R. right-of-way, said point being the northwesterly corner of the aforementioned 14.8 acre parcel described in Deed Ref. 1, 2nd Parcel; thence southeasterly along the southerly bounds of the former Everton R.R. right-of-way a distance of 13.03 chains (859.98') - (said distance being the sum total of two courses describing the northerly line of the said 14.8 acre parcel) to a point in the east line of a lot formerly owned by Fleming, said point being the northeasterly corner of the 14.8 acre parcel aforementioned; thence southerly along the easterly line of the 14.8 acre parcel 7.54 chains (497.64') - (said distance obtained by subtraction of the total distance of the west line of the 3rd parcel as described in Deed Ref. 1 (1.55 chains) from the total distance of the east line of the said 14.8 acre parcel (9.09 chains) as described in Deed Ref. 1, 2nd Parcel) to a point on the east line of a lot formerly owned by Fleming, said point being the northwesterly corner of a 7.5 acre parcel described in Deed Ref. 1, 3rd Parcel; thence northeasterly along the northerly bounds of said 7.5 acre parcel 12.15 chains (801.9') to a point in the south bounds of the former Everton R.R. right-of-way; thence continuing northeasterly 11 chains (726') along the northerly bounds of the said 7.5 acre parcel being the southerly bounds of the former Everton R.R. right-of-way to a point at its intersection with the west line of a parcel now reputedly owned by Donald F. Conboy and Rita Conboy (Deed Liber 528, Page 1137), said parcel is a portion of a lot of 44.35 acres described in a deed to Elmer T. Davies (Deed Liber 316, Page 631), said point is further described in Deed Ref. 1, 3rd Parcel, as being in the west line of a lot formerly deeded to William P. Conger, 07 Sep 1890; thence southerly along the easterly line of the said 7.5 acre parcel being the westerly line of the aforementioned lands of Conboy (Deed Liber 528, Page 1137) a distance of 1.18 chains (77.88') to a point in the center of the St. Regis River, said point being the southeast corner of the said 7.5 acre parcel and the southwesterly corner of the said Conboy lands; thence running upstream in a southeasterly direction in the center of the St. Regis River along the southerly bounds of the said Conboy lands and being also the northerly line of the aforementioned 145 acre parcel described in Deed Ref. 1, 1st Parcel, a distance of 5 chains (330'), said distance recited in a description of a 44.35 acre parcel conveyed in a deed to Elmer T. Davies and Halcyon L. Davies (Deed Liber 529, Page 118) to a point in the center of the St. Regis River on the westerly line of a 22 acre parcel (referred to in said Davies deed) to have been deeded to the Santa Clara Lumber Company in 1888, said 22 acre parcel is described in Deed Ref. 1, 4th

Parcel; thence northerly along the westerly bounds of the said 22 acre parcel being the easterly bounds of the aforementioned Conboy lands (Liber 528, page 1137) to a point in the southerly bounds of the former Everton R.R. right-of-way, said point being the northwesterly corner of the said 22 acre parcel; thence easterly and northeasterly along the south bounds of the former Everton R.R. right-of-way being the northerly bounds of the said 22 acre parcel as it winds and turns a distance of 33.50 chains (2211') to a point in the west line of a parcel formerly deeded to Peck Curtiss and Shanley, Oct 28th 1886 as described in Deed Ref. 1, 4th Parcel, said point being the northeast corner of said 22 acre parcel and the northwest corner of the aforementioned 157 acre parcel described in Deed Ref. 2; thence easterly along the northerly line of lands described in Deed Ref. 2 and along the southerly bounds of lands reputedly owned by Joseph Massaro and Donald Trier (Liber 628, Page 88) to a corner of said lands being described in said Deed Ref. 2 as being the corner of 44.35 acres deeded to M. Heath, Nov. 1889, said corner also being the southeasterly corner of said lands of Joseph Massaro and Donald Trier; thence northerly along the westerly line of lands described in Deed Ref. 2 being the easterly line of said lands of Joseph Massaro and Donald Trier a distance of 14.50 chains (957') to the northeast corner of the aforementioned 44.35 acre parcel deeded to M. Heath, Nov. 1889, said corner being a corner of the said 157 acre parcel; thence easterly along the northerly line of lands described in Deed Ref. 2 being along the southerly bounds of lands now reputedly owned by Morton and Helen Parks (Deed Liber 452, Page 924) and also along the southerly bounds of lands now reputedly owned by John Lemieux (Deed Liber 326, Page 177) to the northeast corner of lands described in Deed Ref. 2, said corner being also the southeast corner of said Lemieux lands and is on the westerly bounds of lands now reputedly owned by Donald Genaway and Odena Genaway (Deed Liber 442, Page 1033), said corner being also on the common line of Great Lot 5 and 6; thence southerly on the common line of Great Lots 5 and 6 along the easterly bounds of lands described in Deed Ref. 2 and in part along the westerly bounds of aforementioned Genaway and continuing along the westerly bounds of lands now reputedly owned by Wayne Collins and Patricia Collins (Deed Liber 497, Page 541) and continuing in part along the westerly bounds of lands now reputedly owned by James Murray and Brenda Murray a total distance of 43.90 chains (2897.4') to the southeast corner of Great Lot 5 and the point of beginning. Containing approximately 305 acres, more or less.

EXCEPTING the following rights as recited in a conveyance from Champion International Corporation to Riverat Glass and Electric, Inc. (Deed Liber 548, Page 803): " ... all water, riparian and flowage rights owned by Champion relating to St. Regis River or to the flow area created and maintained by the dam at St. Regis Falls which is known to have existed since 1877."

ALSO EXCEPTING the following lands being part of Great Lots 4 and 5 and being a portion of aforementioned Deed Ref. 1, 1st Parcel (Deed Liber 109, cp 120) bounded and described as follows: Beginning at the southeast corner of the 1st parcel (145 Ac) described in Deed Ref. 1 (Liber 109 cp 120), being the center of the St. Regis River at its intersection with the south line of Great Lot 5, said point is also a corner of a 23.38 acre parcel described in aforementioned Deed Ref. 1, 5th Parcel; thence westerly along the south line of Great Lot 5 being also the northerly line of the said 23.38 acre parcel a distance of 973' (said distance is recited in the description of the aforementioned 23.38 acre parcel) to a point in the easterly bounds of the former New York and Ottawa R.R. (N.Y.&O.R.R.) right-of-way now reputedly owned by the Town of Waverly; thence in a general northwesterly

direction along the northeasterly or northerly bounds of the said former N.Y.&O.R.R. as it winds and turns to its intersection with the center of the St. Regis River, said intersection being on the north line of the portion of the aforementioned 145 acre parcel herein described and on the southerly bounds of premises now reputedly owned by Lawrence B. Rivers and Jeane M. Rivers, as described in Deed Liber 477, Page 765; thence running upstream in the center of the St. Regis River as it winds and turns along the northerly bounds of the aforementioned 145 acre parcel and running consecutively along the southerly bounds of the following lands: lands of Rivers aforementioned, a 14.8 acre parcel and a 7.5 acre parcel as described in Deed Ref. 1, 2nd and 3rd parcels respectively, lands now reputedly owned by Donald F. Conboy and Rita Conboy (Deed Liber 528, Page 1137), and a 22 acre parcel as described in Deed Ref. 1, 4th parcel, to the southeast corner of the said 145 acre parcel being the point of beginning. Containing approximately 80 acres, more or less.

"St. Regis Falls - South River Road Tract (easterly parcel @ River junction)"

ALL THAT LAND, lying, situate and being in the Town of Waverly, County of Franklin, also being part of Lots 20 & 27, Township 10, Great Tract One, Macomb's Purchase, and also being a portion of the 6th and 7th parcels described in a deed from the Santa Clara Lumber Company to the St. Regis Paper Company dated May 29, 1899 and recorded June 19, 1899 in Deed Liber 109, Cp 120 ("Deed Ref. 1") and further described as follows:

BEGINNING at the northeast corner of Great Lot 27, being also the northwest corner of Great Lot 28, the southwest corner of Great Lot 21, the southeast corner of Great Lot 20, and being the northeast corner of a 20 acre parcel described in the aforementioned Deed Ref. 1, 6th parcel, and also being a corner of a 25.73 acre parcel described in Deed Liber 181, Page 37 which parcel was conveyed to The People of the State of New York along with other lands as described in Deed Liber 406, Page 587; thence southerly 1.75 chains (115.5') along the common line of Great Lots 27 and 28 being also the westerly bounds of the aforementioned lands conveyed to The People of the State of New York, to a point on the northerly boundary of the former New York and Ottawa R.R. (N.Y.&O.R.R.) right-of-way now reputedly owned by the Town of Waverly and used as a Town road referred to as the "South River Road"; thence westerly along the northerly boundary of said former N.Y.& O.R.R. right-of-way 33 chains (2178') to a point being the southwesterly corner of the aforementioned 20 acre parcel and being also the southeasterly corner of a 110.86 acre parcel as described in the aforementioned Deed Ref. 1, 7th parcel; thence continuing along the northerly bounds of said former N.Y.& O.R.R. right-of-way being the southerly bounds of said 110.86 acre parcel, a distance of 58 chains (3828') to a point in the common line of Great Lots 19 and 20, said point being also in the easterly bounds of the aforementioned lands acquired by The People of the State of New York (Deed Liber 406, Page 587); running thence northerly along the west line of Great Lot 20, being the easterly line of the aforementioned lands acquired by The People of the State of New York a distance of 10.50 chains (693') a point in the center of the St. Regis River, said point being the northwesterly corner of lands herein conveyed and being also the southwesterly corner of lands now reputedly owned by Lowell H. Todd and Ann M. Todd (Deed Liber 537, Page 368) and being also on the easterly boundary of the said lands of The People of the State of New York; thence running upstream in the center of the St. Regis River along the northerly bounds of the aforementioned 110.86 acre parcel and being

along the southerly bounds of said lands of Todd and then along the southerly bounds of lands now reputedly owned by Reginald H. And Mary W. Lockhart (Deed Liber 494, Page 1121) a distance of 74.68 chains (4928.38') - (said distance is a sum total of 10 courses describing the northerly line of the 110.86 acre parcel in the aforementioned Deed Ref. 1) to a point in the center of the St. Regis River described in the aforementioned Deed Ref. 1, 7th parcel as being northerly 1.70 chains (112.2') from a 14" diameter birch tree on the south bank of the river, said point is also the northwesterly corner of the aforementioned 25.73 acre parcel acquired by The People of the State of New York (Deed Liber 406, Page 587); thence southerly along the easterly bounds of aforementioned 110.86 acre parcel, being the westerly bounds of said lands of The People of the State of New York, to the southwesterly corner of said lands of The People of the State of New York, being also the northwesterly corner of the aforementioned 20 acre parcel on the north line of Great Lot 27 as described in the aforementioned Deed Ref. 1, 6th Parcel; thence easterly along the northerly line of said 20 acre parcel and being along the southerly bounds of the said lands of The People of the State of New York a distance of 31.50 chains (2079') to the point of beginning. Containing about 130.86 acres, more or less.

Parcel North of Landfill

ALL THAT TRACT, PIECE OR PARCEL OF LAND, lying, situate and being in the Town of Waverly, Franklin County, New York, also being in Lot 35, Township 10, Macomb's Purchase, Great Tract I, being further described as follows:

BEGINNING at the northeast corner of Lot 35 of Township 10, Macomb's Purchase, Great Tract 1; thence southerly along the easterly line of said Lot 35 to a point, said point being located approximately 900 feet northerly from Dexter Road measured along said division line, said point also being located on the northerly bounds of the so-called "55.1-acre Santa Clara Landfill site"; thence westerly along the northerly bounds of said landfill site to the lands now or formerly known as the Dimick Lot; thence northerly along said Dimick Lot to the division line between Lots 28 & 35 of Township 10, Macomb's Purchase, Great Tract 1; thence easterly along said division line to the point or place of BEGINNING.

BEING a portion of the lands conveyed by the Santa Clara Lumber Company to the St. Regis Falls Paper Company by deed dated May 29, 1899 and recorded on June 19, 1989 in Liber 109 Cp 120.

EXCEPTIONS

1. EXCEPTING therefrom that portion of that piece or parcel of land located in the Towns of Waverly and Santa Clara, County of Franklin, State of New York, bounded and described as follows, which is within the bounds of the above described parcels:

BEGINNING at a point on the edge of the traveled way of Dexter Road just east of the Town line between said towns; thence along said edge of Dexter Road S 41° 16' 44" W, 2,784.2 feet; thence N

07° 10' 18" W, 85.5 feet; thence S 85° 40' 58" W, 474 feet; thence N 04° 25' 36" W, 991.9 feet; thence N 83° 48' 05" E, 1,369.2 feet; thence N 05° 43' 45"W, 1,450 feet; thence N 83° 56' 46" E, 1,120 feet; thence S 05° 44' 36" E, 658 feet to the point or place of BEGINNING containing 55.1 acres, more or less.

2. EXCEPTING therefrom all that tract or parcel of land being part of the 6th and 7th parcels described in aforementioned Deed Ref. 1 (Deed Liber 109 cp 120) being a strip of land 150' in width lying along and northerly of the northerly bounds of the former New York and Ottawa R.R. right-of-way and more particularly described as follows:

BEGINNING at the northeast corner of Great Lot 27, being also the northwest corner of Great Lot 28, the southwest corner of Great Lot 21, the southeast corner of Great Lot 20, and being the northeast corner of a 20 acre parcel described in the aforementioned Deed Ref. 1, 6th parcel, and also being a corner of a 25.73 acre parcel described in Deed Liber 181, Page 37 which parcel was conveyed to The People of the State of New York along with other lands as described in Deed Liber 406, Page 587; thence southerly 1.75 chains (115.5') along the common line of Great Lots 27 and 28 being also the westerly bounds of the aforementioned lands conveyed to The People of the State of New York, to a point on the northerly boundary of the former New York and Ottawa R.R. (N.Y.&O.R.R.) right-of-way now reputedly owned by the Town of Waverly and used as a Town road referred to as the "South River Road"; thence westerly along the northerly boundary of said former N.Y.&O.R.R. right-of-way 33 chains (2178') to a point being the southwesterly corner of the aforementioned 20 acre parcel and being also the southeasterly corner of a 110.86 acre parcel as described in the aforementioned Deed Ref. 1, 7th parcel; thence continuing along the northerly bounds of said former N.Y.&O.R.R. right-of-way being the southerly bounds of said 110.86 acre parcel, a distance of 58 chains (3828') to a point in the common line of Great Lots 19 and 20, said point being also in the easterly bounds of the aforementioned lands acquired by The People of the State of New York (Deed Liber 406, Page 587); thence northerly along the west line of Great Lot 20 being the easterly line of the aforementioned lands acquired by The People of the State of New York to a point which lies 150' as measured at right angles or radially northerly from the northerly bounds of said N.Y.&O.R.R. right-of-way; thence easterly on a line 150' northerly from and concentric to the northerly bounds of said N.Y.&O.R.R. right-of-way to the northerly line of Great Lot 27, being the northerly bounds of the aforementioned Deed Ref. 1, 6th parcel and the southerly bounds of the aforementioned lands of The People of the State of New York; thence easterly along said line to the point-of-beginning. Containing approximately 20 acres, more or less.

EXCEPTING all right, title and interest in and to all streets, lanes, roads, and rights of way traversing or adjoining the premises herein above described, and the ponds, marshes, rivers, waters and lands under water located in or upon the above described premises, and all littoral, riparian and shore rights in any wise pertaining or belonging thereto.

EXCEPTING all right, title and interest, if any, in and to any strips and gores between the above described parcels and adjoining owners on the north, south, east and west, other than Grantor's.

ALL as shown on a map containing 9 sheets, filed in the Franklin County Clerk's Office on June 28,

1999 as Instrument No. 1661, 1662, 1663, 1664, 1665, 1666. 1667, 1668 and 1669 (hereinafter "Project Map"):

> "Map showing a portion of Lands of Champion International Corporation "The Northern Flow Rivers" designated as Project: Franklin 231 A & B", dated June 23 and 24, 1999, by Robert A. Morrell, LLS, containing nine sheets, and filed in the Department of Environmental Conservation in Albany, New York, as Map No. 11,534.

ADDENDUM B

OBJECTIVES OF THE GRANT

Forest Management Objectives:

Allow the protected property to be managed as an economically viable investment.

Maintain acceptable periodic investment returns from forest products in perpetuity.

Practice sustainable forestry.[1]

Participate in a partnership to preserve working forests and natural resources.

Maintain a broad range of silvicultural options and opportunities to achieve management goals.

Conservation Objectives:
Protect riparian zones and wetlands from negative impacts of timber harvests and associated road construction.

Maintain a primarily forested landscape or other natural habitat conditions to advance principles of sustainable forestry.

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1. **Goals of Sustainable Forestry:**

Maintain soil productivity and prevent erosion.

Conserve water quality, wetlands and riparian zones.

Provide the opportunity for the continuous flow of timber, pulpwood, and other forest products.

Work toward a balance of forest age classes and native species composition as a long term objective.

Maintain or improve the overall quality of the timber resource.

Conserve habitats for plant and animal species, across the landscape.

Conserve scenic quality.

Protect unique or fragile areas.

Allow opportunities for recreational use.

Provide benefit to local forest products industry and recreational interests.

Protect property from excessive parcelization.

Manage property to allow and encourage public recreational access while avoiding risks to the public from conflicts with forest management operations.

Public Recreation Objectives:

Provide various non-motorized public recreation opportunities including, but not limited to, biking, hiking, hunting, fishing, camping, birdwatching, and canoeing.

Provide access to motorized public recreation including, but not limited to, access for the physically challenged, snowmobiling, and all terrain vehicles.

Provide public access to watercraft and watercraft-camping experiences along State-owned river corridors.

ADDENDUM C

SUMMARY OF SILVICULTURAL OPTIONS BY TYPE CLASS
CHAMPION INTERNATIONAL LANDS
NEW YORK REGION

A) OBJECTIVE: The purpose of this Addendum is to outline for this Conservation Easement silvicultural options for the former Champion International Corporation ("CIC") lands in New York. The primary goal being to create an overall silviculture matrix that can be incorporated by the Grantor into the Forest Management Plan, Annual Work Plan, and other requirements of the Easement so that the Purposes of the Grant can be achieved.

B) ASSUMPTIONS:

1) Grantor's investment strategy is to manage the land for long-term appreciation building towards a strong exit value in a 20 year period. Future owners will be looking to manage in a sustainable fashion as well due to the Purposes of the Grant.

2) The Easement has been crafted to leave future owners a broad range of silvicultural options that provide for an array of economic options with the aforementioned Goals of Sustainable Forestry.

3) The CIC lands are for all intents and purposes an even-aged forest that has been managed as such. To restrict even-aged techniques could alter the investment opportunities for current and future investors which would be contrary to the Purposes of the Grant.

4) These silvicultural options will be directed at the four broad Adirondack forest types presented as follows:

ADIRONDACK REGION FOREST TYPES: There are four major Adirondack Forest Types. These types represent the major forest conditions that are found on the CIC lands.

1) **Spruce-fir flats:** These stands are found on the lower elevation flats adjacent to wetlands and bogs. Quite often they are pure types on shallow and somewhat poorly drained soils. There will be little type conversion in these areas regardless of the management strategy implemented. Management limitations are primarily in the form of buffering water bodies and leaving a residual basal area of 30 square feet of basal area.

2) **Low & Mid Slope Mixedwood Types:** As the forest moves up slope from the softwood flats Mixedwood types dominated by Red maple, Yellow birch, Red spruce and Hemlock begin to dominate. These are very variable stand types that are typically called R types for their dominating Red maple component. These are moderately productive sites with type conversion opportunities to more productive softwood stocking, and often

excellent sites for high quality Red maple and Yellow birch sawtimber production.

3) Upland Mid Slope Hardwood Types: These are the most productive and valuable sites in the Adirondack Region. They are dominated by Sugar maple, White ash, Red maple, and Black cherry. These sites are found with the deepest and most fertile soils, the highest quality timber, and the best long-term potential for increasing stand value through silvicultural prescriptions. They are found on the mid slopes and up to where soils start to thin and elevation becomes a detrimental factor to growth and stem quality.

4) Upper Elevations Slopes: These are inferior Hardwood sites that are dominated by American beech, Yellow birch, and Red spruce. Sugar maple and Red maple are only minor components. Much of these areas have lower quality timber and difficult operational conditions.

C) SILVICULTURAL OPTIONS BY TYPE CLASS:

1) Spruce-fir flats: In general these types will be treated to maintain a vigorous softwood resource while simultaneously taking care to protect the riparian and water quality issues associated with this ecologically sensitive area.

A) Group Selection: This will be the most common method for working in this type class. These types tend to be on wetter soils with a high incidence of windthrow when partially cut. The use of multi-aged stands comprised of small even-aged pockets is an effective means for harvesting mature value while preparing the site for regenerating softwood. To properly utilize this method, the groups will be in reality a string of small group openings connected by skid trails. The goal being to limit impact on the residual stand and maintain a more irregular stand structure. In general, never more than 1/3 of the basal area shall be removed in any one entry. By avoiding fixed strip layouts, one can select the most mature or at risk timber and avoid the best growing stock. These cuts can be done either through mechanical or traditional cutting methods; the choice being driven by the stocking level and size of the advanced regeneration present.

B) Strip and Patch Cuts: In very uniform stands in need of regeneration, or in areas where salvage is the objective, the use of large patch cuts or uniform strips will be the option of choice. With these sites being readily regenerated to softwood and often having strong Spruce understories, the removal of the overstory utilizing larger openings would be appropriate. Mechanical harvest methods will be very key to the success of these cuts. Cuts will not exceed 15-25 acres, but option to exceed is maintained to insure future salvage opportunities are not precluded.

2) Low & Mid Slope Mixedwood Types: Represent some of the best silvicultural opportunities for increasing stand values through type conversion or species modification to favor the most vigorous elements of both the overstory and understory. With variable stand structures, several strategies can be employed to maximize value growth. In regeneration options favor Spruce, and Yellow birch and, where soils and seed source allow, Black cherry.

A) Release Cuts: These will in effect be partial overstory removal harvests, but for the most part carried out using very small patch or group selection techniques. These stands often have three size classes present. They are comprised of a mixture of unacceptable hardwood, acceptable hardwood and softwood poletimber and sawtimber, and finally a vigorous combination of Spruce and Yellow birch in the understory. As treatments are laid out, the goal will be to remove, in groups, overtopping unacceptable growing stock and financially mature sawtimber to release existing advanced seedling and sapling Spruce and Yellow birch. These cuts will primarily be under one acre in size, but in some very well regenerated stands could reach up to the 25 acre limit of the Adirondack Park Agency (APA) rules. Mechanical harvest methods will be very key to the success of these cuts. In general 25 to 33 percent of the basal area shall be removed.

B) Patch or Group Regeneration Cuts: On the more upland sites the creation of openings to favor intolerant Cherry can be the goal of these treatments. In a sense one is removing unacceptable and maturing overstory to create openings and disturb the site to favor the development of a new seedling class. There are some of these stands that due to prolonged high-grading should be regenerated in their entirety. While the Grantor may not chose this option the ability to carry out larger overstory removal or regeneration harvests should be maintained for future owners. In general 25 to 33 percent of the basal area shall be removed, with the option for broader harvest levels where overstory conditions dictate.

C) Combined Group and Individual Tree Selection Treatments: For a third option where there is a higher level of currently available growing stock, yet stands that either require thinning or the first levels of regeneration work a combination of small groups and the selection of individual trees will be a very effective means of managing these types. In this scenario the stand is treated with small group cuts on a hitch or multiple hitch sized openings (6-25 trees). Adjacent to these openings individual high value or volume stems that are deemed appropriate for removal are simultaneously harvested. This treatment can capture current value, release growing stock, reduce residual stand damage, and create multi-aged stands that build stand value while meeting aesthetic concerns.

D) Light Two-stage Shelterwoods: Where there is a poor overstory, or one with a limited sawtimber component that can be carried for 10 to 15 years the initiation

of Two stage shelterwoods will be an effective means of regeneration. The justification for two stage versus three is that these sites are often too shallow or favor softwood sufficiently that attempting three cuts on a short cycle would be ineffective due to site limitations and potential losses to blow-down. Additionally, this practice builds future value by utilizing the first cut as a pulpwood harvest leaving as much of the residual sawtimber growing stock as possible. This practice is also very effective for allowing the development of Spruce, Cherry and Yellow birch in the understory. These cuts would utilize the group shelterwood system due to variable stand and soil conditions. First cut would leave 60 to 70 square feet of residual BA depending on initial stocking and species composition.

E) Improvement Cuts: In those stands in this type class where current stocking levels are represented by a sufficient basal area of acceptable growing stock, partial cuts in the form of improvement thinnings would be very appropriate. Utilization of clustered thinnings would be the on-the-ground methodology. These modified traditional thinnings are designed to concentrate removals and the impact on the residual stand and soils. The release of Spruce, Yellow birch and Cherry crop trees would be the objective. Residual stand stocking would be in the 75 to 110 square feet in the mixed wood components, 60 to 70 square feet in the hardwood areas, and 80 to 150 in the softwood dominated portions of this type class.

3) Upland Mid Slope Hardwood Types: It is in these types where two major concerns are found that will be addressed very differently from a silvicultural standpoint. In those stands that have been harvested to such an extent that there is ample hardwood regeneration on the ground and a declining overstory, the use of release treatments will be suggested. On those higher quality and better stocked sites, with sufficient acceptable sawtimber growing stock, more cautious partial cuts will be implemented.

A) Overstory Removal or Release Harvests: These treatments are appropriate for the Northern Hardwood stands that CIC has reduced to under 60 sq. ft. of basal area and subsequently, due to a wide range of factors, are suffering from decline and the incidence of mortality in the overstory. While the goal will be to avoid clear-cuts of over 25 acres (or 15 in Wild River corridors) many of these stands are sufficiently stocked with 30 square feet of understory and a residual of 10 square feet can be left thereby complying with the 25 acre clear-cut limitation. More importantly though is the need to recognize that these stands offer cash flow, need treatment to avoid loss of overstory value due to decline, and the release of the vigorous understory will allow poletimber stands of acceptable growing stock to develop. Mechanical felling is a must to sustain understory.

B) Improvement Thinnings or Crop Tree Release: Where these stands have not been treated by CIC and are still in the poletimber to sawtimber classes, the use of thinnings in the form of improvement/ crop tree release cuts will serve sustainable

investment goals very well. While these treatments might be characterized as thinnings from below, the thinnings will be more evenly distributed across the range of diameter classes. Chosen for removal will be unacceptable growing stock and financially mature sawtimber. The residual basal areas will be in the 60 to 90 square feet per acre range. The goal being to have the next thinning set for a 10 to 15 year cycle. Typically these thinnings will occur in stands typed H2A and H3A. The H3A stands will be those on the lower end of the size and stocking requirements as typed by CIC.

C) Individual Tree Selection: In those limited acres of the most mature Northern Hardwoods typed as H3A (higher end of size and stocking) and H4A on the best sites, more classic individual tree selection treatments would be used to lightly thin these stands to maximize volume and value growth. This treatment would be employed on the best sites where current stocking levels are well over 100 square feet per acre with the majority of the growing stock considered of acceptable quality. The goal being here to remove pulpwood quality stems, some mature sawtimber, and maintain as much sawtimber volume as the site can carry and still demonstrate good growth rates. Some of these cuts will in effect be thinnings from below. There may be opportunities to stress uneven-aged silviculture where site quality, access, age and size class distributions allow.

D) Three Stage Shelterwoods: On good sites where the current overstory is of insufficient quality to be desirable for the long-term, the implementation of 3 stage shelterwoods would be an effective means of currently reducing unacceptable growing stock levels in the first entry and building future value and regeneration opportunities for the next owner of the investment. The key to the use of this treatment is that the stands at present are relatively well stocked, but are somewhat short on acceptable growing stock in the sawtimber size classes. These conditions justify the implementation of regeneration actions versus thinnings or improvement cuts. This would represent a small acreage in this general type class.

4) Upper Elevations Slopes: As these are stands often found with poor species composition and low site quality, treatments should reflect caution so as to not stress the residual stand. Light thinnings and carefully implemented regeneration harvests are suggested. Visual impacts are an important consideration as these stands are found at higher elevations.

A) Improvement Thinnings: Improvement cuts implemented by utilizing clustered thinnings will be very effective in these types. The cluster thinning method is a modification of group selection techniques that allow for low residual stand damage, yet effective crop tree release. Skidding is avoided near crop trees and areas where advanced regeneration may be established can be bypassed. The goal is to create a stand that is at or near the B-line and with a higher percentage

of acceptable growing stock.

B) Group Selection: Create conditions that will favor the development of intolerant species of higher value such as Birch and Ash in stands dominated by poor quality Red maple and American beech. To reduce the Beech component is the goal. The more drastic reduction of the canopy closure can allow for the Spruce and Birch to develop and compete with the vigorous and very tolerant Beech understory found in this type class. In addition, as some of these sites are difficult, the use of group cuts can minimize damage and lower logging costs.

In both of these techniques, the use of mechanical felling and bunching with a high speed circular saw head is suggested. This technology can be effective in the protection of acceptable stems in both the understory and overstory, as well as providing an opportunity to destroy as much of the competing Beech regeneration as is reasonably possible.

ADDENDUM D

GLOSSARY OF FORESTRY TERMS

BUFFER ZONE Areas on the edge of protected areas that have land use controls and allow only activities compatible with protection of the core area. ("Technologies to Maintain Biological Diversity" U.S. Congress Office of Technology Assessment, 1987, p.313)

CHIPPER Machine used to reduce logs or trees to chip size for use at paper mills, wood energy installations, etc. ("Handbook For Eastern Timber Harvesting" USDA Forest Service, #NA-GR-2, 1979 p.130)

CLEARCUT The cutting in which the entire stand is removed in one cutting, reproduction obtained artificially, or by natural seeding. ("Forestry Handbook" Second Edition, 1984, p.418)

FOREST 1. A collection of stands administered as an integrated unit. (Smith, David "The Practice of Silviculture" Seventh Edition, 1962, p.18)

2. Communities formed by trees with a canopy cover of at least 61 percent or more at maturity, with tree crowns usually interlocked. ("Ecological Communities of New York State" N.Y. Natural Heritage Program, 1990, p.81)

FOREST STAND A contiguous group of trees sufficiently uniform in species composition, arrangement of age classes, and condition to be a homogenous and distinguishable unit. (Smith, David "the Practice of Silviculture" Seventh Edition, 1962, p.18)

FORESTER A person who has been professionally educated in forestry, who possesses a Bachelor of Science degree in forestry from an educational institute with a forestry curriculum accredited by the Society of American Foresters.

FORESTRY The scientific management of forests for the continuous production of goods and services. ("Forest Terminology" Society of American Foresters p.18)

FORWARDER A machine used to carry logs to a landing. Usually applied to the specialized vehicles built specifically for this purpose.

LANDING A place where logs are accumulated and sorted prior to loading and hauling to market. ("Handbook For Eastern Timber Harvesting" USDA Forest Service, #NA-GR-2, 1979, p.132)

PULPWOOD Wood cut or prepared specifically for conversion to paper pulp. ("Handbook For Eastern Timber Harvesting" USDA Forest Service #NA-GR-2, 1979, p.132)

REGENERATION The act of replacing old trees, either naturally or artificially. Also refers to

the new growth that develops. (Smith, David "The Practice of Silviculture" Seventh Edition, 1962, p.10)

SPECIES A natural group of plants composed of similar individuals that can produce similar offspring. (Leopold, McComb & Muller, "Trees of the Central Hardwood Forests of North America" 1998 p.453)

SAWTIMBER Trees that will yield logs suitable in size and quality for the production of lumber ("Forest Terminology" Society of American Foresters, p.72)

SITE CLASS A designation of the relative productive capacity of a site with reference to the species employed. ("Forestry Terminology" Society of American Foresters, p.15)

SILVICULTURE The art of producing and tending a forest; the application of knowledge of silvics in the treatment of a forest; the theory and practice of controlling forest establishment, composition and growth. (Smith, David "The Practice of Silviculture" Seventh Edition, 1962, p.1)

SKIDDER A machine used to skid logs or trees to a landing. Usually applied to the specialized four-wheel-drive rubber-tired vehicles built specifically for this purpose. ("Handbook For Eastern Timber Harvesting" USDA Forest Service, #NA-GR-2, 1979, p.133)

SKID TRAIL The road or trail used to drag, or skid, trees from the stump to the log landing.

STOCKING An indication of the relative density of a stand, or degree of crowding or competition among the trees that comprise a stand. ("A Silvicultural Guide For White Pine In The Northeast" USDA Forest Service #NE-41, 1978, p.4)

SUSTAINED YIELD The achievement and maintenance in perpetuity of a reasonable regular periodic output of the various renewable resources without impairment of the land's productivity. (Chambers, Robert "Integrating Timber and Wildlife Management Handbook" 1983, Chapter 1 P.1-2)

Proceeding 10001
DEPARTMENT OF ENVIRONMENTAL
CONSERVATION
Croghan Tract
Lewis 207B

CONSERVATION EASEMENT

This Indenture, made this 30th day of June 1999, between **THE CONSERVATION FUND** having its principal office at 1800 North Kent Street, Suite 1120, Arlington, Virginia, 22209-2156, 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 50 Wolf Road, Albany, New York 12233-0001, Grantee.

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

WHEREAS, the Protected Property is shown on the following maps intended to be filed in the Office of the Clerk of the County listed thereon, prior to the recording of this Conservation Easement, hereinafter referred to as "Maps of the Protected Property":

1. "Map showing Champion International Corporation Lands known as Croghan Tract Projects: Herkimer 130 and Lewis 207", dated June 25, 1999, by Michael J. Contino, Assistant Land Surveyor III, filed in the Department of Environmental Conservation in Albany, New York, as Map No. 11,535, filed in the Lewis County Clerk's Office on June 28, 1999 in Map File 2787;

WHEREAS, the Legislature of the State of New York has declared the public policy of the State to be conservation, preservation and protection of its environmental assets and natural and man-made resources, and in furtherance thereof, has enacted Article 49, Title 3 of

the Environmental Conservation Law to provide for and encourage the limitation and restriction of development, and use of real property through conservation easements; and

WHEREAS, the Protected Property in its present natural condition has substantial and significant natural resources value by reason of the fact that it has historically been managed for silvicultural purposes and for the production of timber, and that it has not been subject to any extensive development; and

WHEREAS, the Department of Environmental Conservation desires to implement the Environmental Conservation Law in a way that encourages various forms of public recreation upon the subject lands, protects the subject lands from excessive subdivision and development, and ensures that the subject lands continue to contribute to the forest products industry; and

WHEREAS, the Adirondack 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 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 Environmental Conservation Law, the Grantee has determined it to be desirable and beneficial and has requested the Grantor, for itself and its successors and assigns, to grant a Conservation Easement to the Grantee in order to limit the future development of the Protected Property while encouraging compatible uses consistent with the statement of purposes of the grant below;

PURPOSE OF THE GRANT

Grantor its agents, assigns and successors-in-interest and Grantee acknowledge the Purposes of this Easement are as follows (hereinafter "Purposes of this Grant"):

1). The principle objective of this Easement is to perpetuate, as a sustainable working forest, the productive forest resources on the Protected Property ; to encourage the long-term, professional management of those forest resources; and to facilitate the biologically and economically sustainable production of forest resources while minimizing the impacts on water quality, scenic benefits, wildlife habitat, recreational and other conservation values.

2). The second objective of the Easement is to conserve the wildlife habitat and other natural resource features associated with the Protected Property, especially the diversity of forest types and conditions.

3). The third objective of the Easement is to provide opportunities for Public Recreation in a manner that is consistent with the forest management and resource conservation purposes outlined above.

WHEREAS, by this deed and deeds and conservation easements of even date hereof, Grantor is conveying to Grantee fee title and conservation easements over lands in Lewis, Herkimer, St. Lawrence and Franklin Counties, for a total consideration of TWENTY-FOUR MILLION NINE HUNDRED NINETY-SEVEN THOUSAND AND NO/00 DOLLARS ($24,997,000.00);

NOW, THEREFOR, Grantor, for said total consideration of $24,997,000.00, lawful money of the United States, paid by the Grantee, receipt of which is hereby acknowledged, grants, conveys and releases to the Grantee and its successors forever for the benefit of the Grantee, an easement in perpetuity pursuant to Article 49, Title 3 of the Environmental

Conservation Law in, on, over, under and upon the Protected Property consisting of entry, inspection and limited public recreational access and use, as hereinafter more fully described together with the DECLARATION OF RESTRICTIONS as hereinafter delineated and enumerated in the Section of that name, which restrictions the Grantor hereby imposes upon the Protected Property in perpetuity.

The Grantor, however, reserves to itself and its successors and assigns the rights hereinafter more fully set forth in the Section captioned RESERVED RIGHTS along with all rights as fee owner including the right to use the property for all purposes not inconsistent with this Easement.

AFFIRMATIVE RIGHTS

Those rights agreed to by the parties herein as running with the Protected Property are more fully described as follows:

1). The Grantor grants to the Grantee, its successors and assigns, the right to view the Protected Property in its current state.

2). The Grantor grants to the Grantee, its successors and assigns, rights of access to the Protected Property including the right of access for administrative purposes and the right of public access for recreational purposes only, subject to the TERMS AND CONDITIONS and RESERVED RIGHTS set forth herein.

3). The Grantor grants to the Grantee, its successors and assigns, the right and responsibility to manage the public on the Protected Property in accordance with the purposes of this Easement, the Land Management Plan, as defined in the TERMS AND CONDITIONS of this Easement, and operable laws and regulations administered by the State of New York.

4). The Grantor grants to the Grantee, its successors and assigns, a right of public access for recreational purposes, to include the following:

(a). Public access to and over the Protected Property by foot, bicycle or other non-motorized means including hiking, snowshoes, cross-country skiing, mechanized aids for persons with disabilities, and/or horseback. The use of horses or other similar animals for riding or transportation of supplies is permitted.

(b). Public access to and over the Protected Property by canoe and other waterborne travel by the public on any streams or bodies of water crossing or situated on the Protected Property.

(c). Public Access over specifically designated Motorized Access Corridors by motor vehicle or other mechanized means. As used herein, the term "motorized access" includes access by motor vehicle, snowmobile, all terrain vehicle, or other mechanized recreational vehicle. Only those Motorized Access Corridors which have been designated in the Land Management Plan and which have been specifically marked for the type of motorized vehicular travel permitted shall be available for public recreational access. The Grantee is responsible for all necessary signs indicating the specific corridors which may be opened for public motorized access and the type of motorized access (e.g. motor vehicle, snowmobile, all terrain vehicle) permitted upon said specific corridors. Notwithstanding the foregoing, prior to the adoption of the Land Management Plan, the public may use Rifle Season Primary Access Corridors, as defined under TERMS AND CONDITIONS, for access by motor vehicle to the adjoining forest preserve lands owned by Grantee. The Rifle Season Primary Access Corridors are delineated on the Maps of the Protected Property.

The motorized public access provided for above is subject to the RESERVED RIGHTS of Grantor, including the right to close Motorized Access Corridors to public use in the manner and for the reasons specifically provided for in the RESERVED RIGHTS and TERMS AND CONDITIONS Sections of this Easement.

5). Grantee, its successors and assigns, shall have the right to construct and maintain new trails for foot, bicycle, or horseback travel by the public, to construct and maintain new parking lots, and to construct and maintain new Motorized Access Corridors in addition to those which may already exist on the Protected Property, so as long as such trails, parking lots, or roads do not interfere with the Grantor's Reserved Right of Forest Management, and as are provided for in Grantee's Land Management Plan or have been otherwise approved by Grantor, approval not unreasonably withheld. Any timber removed by the construction of these roads, trails or parking lots shall belong to the Grantor. Grantor shall be given reasonable time to remove such timber.

6). The Grantee, its successors and assigns, shall have the right to utilize on-site gravel in furtherance of Grantee's AFFIRMATIVE RIGHTS under this Easement, subject to the approval of the Grantor with regard to the location from which said gravel may be removed as described in the RESERVED RIGHTS Section of this Easement. The siting of said gravel removal area shall comply with all applicable laws and regulations. Grantor's approval of the siting of the gravel removal area shall not be unreasonably withheld.

7). The Grantee, its successors and assigns, shall have the right to permit camping by the public in the same manner as currently regulated (or to be regulated) on State lands, provided, however, that designated camping sites shall be delineated in the Land Management Plan.

8). The Grantee, its successors and assigns, shall have the right to permit the public to build fires for cooking, warmth or smudge only with firewood gathered from on-site dead and downed trees. Open fires will be regulated in the same manner as on Forest Preserve.

9). The Grantee, its successors and assigns, shall have the right to permit the public to hunt, fish and trap in accordance with established New York State seasons, applicable rules and regulations and the RESERVED RIGHTS section of this Easement.

10). The Grantee, its successors and assigns, shall have the right and responsibility to manage the fish and wildlife resources on the Protected Property in accordance with regulations or other generally accepted standards for the long term use and benefit of the public within this Easement's "Purposes of this Grant" Section.

11). Grantee, its successors and assigns, shall have the right and responsibility to take any emergency action necessary in response to natural disaster, environmental hazard or threats to human safety to preserve the Protected Property and protect the public in response to natural disaster, environmental hazard or threats to human safety. The Grantor shall be immediately notified and consulted with regards to any such emergency action.

12). Grantee, its successors and assigns, shall have the right to enter the Protected Property at all reasonable times and with prior notice for the purpose of:

(a). Inspecting the Protected Property to determine if the Grantor is complying with the covenants and purposes of this Conservation Easement.

(b). Enforcing the terms of the Conservation Easement.

(c). Taking any and all legal actions with respect to the Protected Property as may be necessary or appropriate to remedy or abate violations hereof.

13). Grantee, its successors and assigns, shall have the right with the consent of Grantor, to construct, use, repair, maintain, improve, demolish, replace, expand or extend lean-tos, cabins or other structures designed to facilitate public recreation and management of the Protected Property subject to applicable laws and regulations and the provisions of the Land Management Plan. Should said structures no longer serve their intended purpose, Grantee shall remove such structures within two (2) years.

14). The public access granted herein shall be limited by Grantor's Reserved Rights to, among other things, conduct forest management activities (including the designation of closure zones); access and maintain principal buildings, structures and uses set forth in APA Permit No. 98-313 per subdivided parcel and the forestry use structures provided for in the RESERVED RIGHTS Section of this Easement; exclude the public from one-acre tracts as provided for in paragraph nine (9) of the RESERVED RIGHTS Section of this Easement; and to exercise exclusive hunting rights on leased lands as provided for in paragraph seven (7) of the RESERVED RIGHTS Section of this Easement.

RESERVED RIGHTS

Notwithstanding the foregoing, the Grantor reserves to itself, its successors, lessees, invitees, contractors, agents and assigns the following rights with regard to

the Protected Property:

1). The right to conduct commercial forestry activities related to the management of forest resources and harvesting of timber and other forest products in a manner consistent with the RESERVED RIGHTS and TERMS AND CONDITIONS of this Easement. Forest management and harvesting activities, as defined herein, shall be performed, to the extent reasonably practicable, to meet the following objectives and conditions:

(a) Objectives:

(i) To perpetuate as a sustainable working forest the productive forest resources on the Protected Property.

(ii) To encourage the long-term, professional management of the forest resources.

(iii) To facilitate the biologically and economically sustainable production of forest resources while minimizing the impacts on water quality, scenic benefits, wildlife habitat, recreational and other conservation values.

(b). Conditions:

(iv) To conduct forest management and harvest activities on the protected property in accordance with sound and generally accepted silvicultural standards at the time of harvest.

(v) To follow a written Forest Management Plan the goals of which will be consistent with the objectives above.

(vi) To implement the management plan under the supervision of a professional forester possessing a bachelor of science degree in forestry from an education institute with a forestry curriculum accredited by the Society of American Foresters.

2). The exclusive right to construct, install or place new forestry use structures as defined by the Adirondack Park Agency and new accessory structures customarily incidental and subordinate to forestry use activities, provided any such structures are specified in the Forest Management Plan or otherwise agreed upon by Grantor and Grantee, said consent not to be unreasonably withheld. Any such structures are subject to review and approval pursuant to all laws and regulations applicable at that time by those regulatory agencies vested with such jurisdictional authority.

3). Grantor, its successors and assigns, reserves the right to place one forest products concentration yard, encompassing not more than ten (10) acres in size on each of the three large tracts [Tooley Pond, Santa Clara, Croghan] making up the Protected Property as identified on Maps of the Protected Property and as set forth in APA Permit No. 98-313. Grantor further reserves the right to construct one (1) commercial saw mill on the Protected Property. The location of said commercial saw mill shall be identified on the Maps of the Protected Property and as set forth in APA Permit No. 98-313. The area disturbed by said sawmill shall not exceed ten (10)

acres in size. Nothing contained herein should be construed to remove the necessity of obtaining any permits or approvals otherwise required by law.

4). Grantor, its successors and assigns, reserves the right to subdivide the Protected Property into a maximum of thirteen individual parcels, the approximate boundaries of which are outlined on the Maps of the Protected Property and as set forth in APA Permit No. 98-313. Each of the thirteen parcels will have set aside a five (5) acre development site to be excluded from the public recreation rights provided for herein. Grantor reserves the right to post such areas as restricted from public use. The approximate location of these five (5) acre development sites and the principal buildings, structures and uses are set forth on the Maps of the Protected Property and identified in APA Permit No. 98-313. The five (5) acre development sites shall not be configured in a manner which restricts access on roads or trails which would otherwise be available to Grantee. Each five (5) acre development site will be allowed two (2) principal buildings and accessory structures determined necessary by Grantor to compliment the land use. One of the principal buildings on each of the five acre development sites shall be either a single family dwelling, a private hunting and fishing club structure, or a private research, educational and/or administrative building associated with forestry and/or recreational use which also contains permanent and/or transient living quarters. A second principal building on each development site shall be limited to either a caretaker's residence or a guest cottage. In no event shall the two principal buildings on each site exceed 6,000 square feet in the aggregate. Except for administrative purposes associated with forestry, only non-commercial uses will be associated with each development site. Grantor further reserves the right to construct a one-story boathouse on Lake Ozonia,

parcel 53, Town of Santa Clara subject to APA Permit No. 98-313. It is acknowledged that APA Permit No. 98-313 governs the final location of any new structure. The five (5) acre limitation to each development area shall not apply to water and sewer facilities in the event the Adirondack Park Agency determines that additional contiguous space is needed for those services to accommodate the proposed use. No such limited use of additional area beyond the five (5) acre development site will impede the public recreational opportunities provided pursuant to this Conservation Easement. Any structure on the Protected Property determined to be of historic significance pursuant to Section 14.09 of the New York State Historic Preservation Act of 1980 shall not be considered as one of the principal buildings, structures or uses set forth in APA Permit No. 98-313, unless Grantor elects to utilize such historic structure as one of its principal buildings upon a particular subdivided parcel. Any historic structure which Grantor is required to preserve, but which is not used as an allowed principal building, may not be occupied for any purpose.

5) The right to lease the protected lands to existing or successor Hunting and Fishing Clubs for a period of fifteen years from closing and the right to let, occupy, use, repair maintain, demolish, vacate, but not expand or extend, hunting and fishing camps for a period of fifteen years from closing. "Hunting and Fishing Camps" shall be defined as existing structures, including associated outbuildings, located on the Protected Property which are owned by individuals or organizations for hunting, fishing and trapping purposes pursuant to leases granted by Champion International Corporation. Within three (3) years after the termination of this reservation, it shall be the responsibility of the Grantor to acquire the legal authority and implement

removal or demolition of all such Hunting and Fishing Camps, buildings, outbuildings, lessee postings and refuse which exist on the property at the time by burning and burying the rubble subject to existing laws and regulations.

6). Grantor reserves the right to allow, at it's sole discretion, Hunting and Fishing Camps currently located on the Forest Preserve lands to be relocated to the Protected Property, where existing leases encumber lands that are both partly on the Protected Property and partly on adjoining Forest Preserve lands. The siting of the new location for such camps shall be subject to the DECLARATION OF RESTRICTIONS herein and consent of the Grantee, which consent shall not be unreasonably withheld. Any such relocated Hunting and Fishing Camp must be the same size as the original, and constructed and located in a manner which is in full compliance with federal, state and local laws and regulations. All other provisions of this Conservation Easement shall govern the use and occupancy of the relocated Hunting and Fishing Camps.

7). The Grantor, its successors, assigns, lessees and invitees reserves the exclusive right to hunt during the period of September 1 through December 31 of each year for a period of 15 years from closing, subject to applicable laws and regulations. The reserved hunting rights permit the exclusive right to post all hunting boundaries consistent with the hunting rights reserved herein and the applicable posting laws. Grantor or its agents can assign any such posting rights to its lessees.

During the period of September 1 through December 31, 1999 any and all public use of the Protected Property shall be prohibited with the exception of roads or trails designated as Rifle Season Public Access Corridors on Maps of the

Protected Property. During the rifle season for white tail deer within the remaining period of 15 years from closing, any and all public use of the Protected Property shall be prohibited with the exception of roads or trails designated as Rifle Season Public Access Corridors in Maps of the Protected Property or in the Land Management Plan. Grantee shall erect signs, gates, fences or barriers as may be necessary to carry out limitations on public use as set forth in this paragraph. Grantee shall enforce said restrictions on public use through the use of signage and gates. It is mutually understood that the "rifle season for white tail deer" shall not be interpreted to include muzzle loading rifle season.

8). Where practicable, Grantor agrees to first offer any vacated existing leases to those lessees previously occupying lands entirely acquired by the State in fee simple.

9). Grantor reserves the right to exclude from the public recreation rights provided for herein, including the right to post such areas as restricted from public use, a one (1) acre area surrounding each of the leased Hunting and Fishing Camps. The one (1) acre area surrounding each leased Hunting and Fishing Camp shall not be configured in a manner which restricts access on roads or trails which would otherwise be available to Grantee. Furthermore, Grantor reserves the right for its lessees to access leased lands and camps on the Protected Property across existing roads closed to the public where the primary and secondary public corridors are inadequate. The one (1) acre area around each leased Hunting and Fishing Camp authorized herein shall be excluded from public use throughout the year during the fifteen (15) year period during which such camps are authorized, any seasonal limitation on hunting rights notwithstanding. In cases where multiple Hunting and

Fishing Camps are located in close proximity to each other, a common area equal to one acre per Hunting and Fishing Camp may be excluded from public use under the terms of this paragraph.

10). Grantor reserves the right to use, repair, maintain, improve, correct, upgrade or otherwise relocate any and all existing trails, paths and roadways on the Protected Property and to construct such new roads and trails as are necessary for the implementation of the Grantor's reserved right to harvest forest products, or to gain access to other lands of the Grantor subject to the TERMS AND CONDITIONS of this Easement.

11). Grantor reserves the right to utilize on-site gravel under this Easement. Grantor further retains the right to designate the location from which Grantee may remove gravel, provided that such location is within a reasonable distance of Grantee's proposed use of said gravel. All such gravel or borrow pits located on the Protected Property shall be maintained in such a way as to minimize the adverse effects of open pit mining and shall be operated in accordance with all applicable laws and regulations. No gravel pits may be located within Forest Management Buffer Areas as described in this Easement or within 100 feet of any State or local highway.

12). Grantor reserves the right to clear for reforestation; to plant trees in non-forested areas; to reforest, plant, grow and harvest forest products and other vegetation; to clear or restore forest cover damaged or destroyed by fire, water or natural disaster; to selectively prune or trim trees; to harvest, selectively prune or trim foliage and other vegetation; to harvest forest products with domestic animals or

mechanical equipment; and maintain existing field and meadows. Harvesting shall include, but not be limited to, the removal of forest products such as trees, logs, poles, posts, pulpwood, firewood, chips, seeds, pinestraw, stumps, seed cones, shrubs, lesser vegetation, and all sugar maple products. The harvesting and removal of any and all forest products as herein described shall be permissible by any and all current and future harvesting and removal techniques allowable under the law. All harvesting and related activities shall be conducted in accordance with any applicable laws, rules and regulations of any governmental agency having jurisdiction. In conjunction with such forestry use, the Grantor reserves the right to apply, consistent with applicable statutes and regulations, any herbicides, pesticides, fungicides, rodenticides and insecticides as may be appropriate. The Grantor shall have the right to practice all accepted forest management practices allowable under the law to the extent permitted under the terms of this Easement.

13). Grantor reserves the right to trim, cut, remove, use for firewood or otherwise dispose of any trees or vegetation which are diseased, rotten, damaged or fallen, or that are safety or health hazards; to trim, cut, remove or otherwise dispose of any trees or vegetation as is necessary to maintain existing fire lanes, footpaths, roadways and utility rights-of-ways.

14). Grantor reserves the right to take any action necessary to preserve water levels, to preserve the natural purity of the water, or to prevent the erosion of any slope or shoreline on the Protected Property, provided the written consent of the Grantee is first obtained, and any appropriate regulatory approvals are obtained. Consent of Grantee is not necessary when actions are taken pursuant to silvicultural activities

permitted under this Easement or in cases of emergencies. Grantor shall immediately notify Grantee of any actions taken in an emergency situation.

15). Grantor reserves the right to use, maintain and repair existing trails and roads and to build new trails and roads for its use in the furtherance of Grantor's Reserved Rights. New roads and trails may be made available to the public through revision of the Land Management Plan; specific uses of these new roads and trails by the public shall also be addressed in the Land Management Plan.

16). Grantor reserves the right to build, maintain and repair roads which create access over, through, and across the Protected Property to other properties now or hereafter owned by Grantor, together with the right of Grantor to grant to its successors and assigns the rights of ingress and egress, for any lawful use, over, on and through such roads for access to adjoining properties. Provided, however, that any roads which provide access to adjacent lands now owned, or hereafter acquired by the Grantor, shall be routed across the Protected Property by a reasonably direct route that is practical and feasible so as to lessen the impact on natural resources or the recreational rights available on the Protected Property. Said rights shall also include the right of Grantor to work with adjoining landowners in granting reciprocal rights of ingress and egress for the exclusive purpose of forest management activities and the hauling of forest products.

17). Grantor reserves the right to install gates or other barriers and otherwise prohibit motorized public access to any roads over which the public has not been granted a right of use pursuant to this Easement. In the event that the Grantor installs any gates on the property where permitted, the Grantee shall be given the

necessary keys to open all gates for administrative use by the Grantee, its officers, employees and agents.

18). Grantor reserves the right to take emergency action to preserve and protect Grantor's Reserved Rights in response to natural disaster, environmental hazards, or threats to human safety.

19). Grantor reserves the right to use all recreational rights under the same guidelines and restrictions as the public.

20). Grantor reserves the right to give, sell, assign, lease, or otherwise transfer the Protected Property by operation of law, by deed, or by indenture, subject and subordinate to this Easement. Grantor also reserves the right to give, sell, assign, lease, or otherwise transfer the Grantor's Reserved Rights by operation of law, by deed, or by indenture, subject and subordinate to this Easement.

21). Grantor reserves all rights as fee owner to the Protected Property, including the right to use the Property for all purposes not inconsistent with, or limited by, this grant of Easement.

22). Grantor reserves the right to prohibit or otherwise restrict, public access to limited areas of the Protected Property that are being actively logged by designating the active logging areas a "Logging Operation Closure Zone." The restriction upon public access to such Logging Operation Closure Zone shall be limited to those areas being actively logged and shall be effective only for those periods during which the area is being actively logged and, unless mutually agreed upon by the parties, any such closure shall not exceed twenty four (24) months in duration. No closure or

other access restriction implemented pursuant to this provision shall apply to Rifle Season Primary Access Corridors or Primary Access Corridors as defined in the TERMS AND CONDITIONS of this Easement. The closure rights set forth herein with regard to the public and its exercise of recreational use are intended to apply both to motorized and non-motorized access, subject to the exemption from closure of any Primary Access Corridor. Grantor shall inform Grantee of proposed Logging Operation Closure Zones in writing no less than 30 days prior to closure and Grantor shall use all best efforts to predict future Logging Operation Closure Zones in the Forest Management Plan or Annual Work Plan. No more than 10% of the Protected Property can be closed at any one time under this closure zone provision. Grantor shall be responsible for the posting and marking of areas subject to closure under this provision.

TERMS AND CONDITIONS

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

1). In order to provide for the safe and reasonable cooperative use of the Protected Property, the parties agree to:

(a) Grantee will prepare a Land Management Plan, as amended or revised from time to time, which will be subject to review and approval by Grantor with respect to the lands encumbered by this Easement, which approval shall not be unreasonably withheld. Said Land Management Plan shall incorporate the AFFIRMATIVE RIGHTS set forth in this

Easement and only those rights and privileges herein granted to the public unless others are agreed upon by the Grantee and Grantor.

(b) Grantor will prepare a Forest Management Plan which will be subject to review and approval by Grantee, which approval shall not be unreasonably withheld. Said Forest Management Plan shall address, at a minimum, those elements set forth in paragraphs 2, 3 and 4 below (see also Addendum B). Prior to completion of the plan, Grantor may prepare an Interim Forest Management Plan for salvage work which will also require approval of Grantee, which approval will not be unreasonably withheld.

2). Grantor and Grantee acknowledge the vital importance of the forest resources on the Protected Property. Grantor agrees to implement its forest management activities, to the extent reasonably practicable, to meet the following objectives and conditions:

(a) Objectives:

(i) To perpetuate as a sustainable working forest the productive forest resources on the Protected Property.

(ii) To encourage the long-term, professional management of the forest resources.

(iii) To facilitate the biologically and economically sustainable production of forest resources while minimizing the impacts

on water quality, scenic benefits, wildlife habitat, recreational and other conservation values.

(b). Conditions:

(iv) To conduct forest management and harvest activities on the protected property in accordance with sound and generally accepted silvicultural standards at the time of harvest.

(v) To follow a written Forest Management Plan the goals of which will be consistent with the objectives above.

(vi) To implement the management plan under the supervision of a professional forester possessing a bachelor of science degree in forestry from an education institute with a forestry curriculum accredited by the Society of American Foresters.

The Forest Management Plan shall be consistent with the Objectives and Conditions above and shall guide the silvicultural activities on the Protected Property. The Forest Management Plan shall include, as a minimum:

(a) Grantor's forest management objectives;

(b) Forest stand descriptions and locations at a level of detail feasible for operations pursuant to this Easement, including species composition, stocking levels, site classes and volumes and, where available soil types;

(c) Forest-type map showing topographic and hydrographic features, forest stands, roads, planned roads and other improvements, scale, and north arrow;

(d) Strategies to protect threatened or endangered species, unique habitats or cultural and archaeological sites, and forested wetland and streamside buffers that are identified in the Report of Physical Inspection of the Protected Property required under the TERMS AND CONDITIONS Section of this Easement and subsequent biological and cultural inventories conducted by the Grantee;

(e) Description of management actions and silvicultural practices to be employed to accomplish the stated management objectives.

3). The Forest Management Plan required under the TERMS AND CONDITIONS Section of this Easement shall be written not to exceed a 15 year period with an update required at no later than ten year intervals. The plan will be provided to the Grantee for review as to compliance with this Easement. On an annual basis, the Grantor and Grantee will meet to review proposed Annual Work Plans and review activities completed in the previous year. Forest management activities shall be guided by the current generally accepted silvicultural standards and guidelines as such standards evolve over time. Some examples of current silvicultural guidelines are: "a Silvicultural Guide for Spruce-Fir in the Northeast" by Frank and Bjorkbom; "Silvicultural Guide for Northern Hardwood Types in the Northeast" by Leak, Solomon and Debald; "A Silvicultural Guide for White Pine in the Northeast" by

Lancaster and Leak; "Unevenaged Management of Northern Hardwoods in New England" by Leak and Filip. This is not intended to be an exhaustive list. Other publications may be utilized as they become available. The "Summary of Silvicultural Options by Type Class" (Addendum C) describes acceptable silvicultural practices so long as they are employed consistently with the silvicultural guidelines noted above.

4). The Grantor recognizes the importance of following sound and generally accepted silvicultural standards and restrictions to the extent reasonably practicable including the following:

(a) Timber Harvesting: The harvesting and removal of forest products as herein described shall be conducted under the supervision of a professional forester possessing a bachelor of science degree in forestry from an education institute with a forestry curriculum accredited by the Society of American Foresters, and be guided by New York State Department of Environmental Conservation Timber Harvesting Guidelines for New York, LF-P815, or its successor. All harvesting and related activities shall be conducted in accordance with all applicable local, state and federal laws, rules and regulations. Prior to any harvest, an analysis of the area to be harvested shall be completed and a silvicultural prescription and cutting plan shall be developed.

(b) Forest Management Buffer Areas: Lakes, Ponds, Bogs Buffer -No forest management activities may take place within this Buffer Area, which is defined as all land 100 feet from the high water mark of all lakes, ponds and bogs, except under the following conditions:

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

(ii) proposed activities are upon mutual agreement of both parties as provided for in the management plan development process; and

(iii) such activities are planned and supervised by a professional forester, as defined previously in this document, in consultation with a habitat biologist; and

(iv) such activities are guided by the current New York State Department of Environmental Conservation Timber Harvesting Guidelines for New York, LF-P815, or its successor, and other applicable standards as set forth herein.

Streams, Rivers, Wetlands Buffer – Forest Management along streams, rivers or in forested wetlands must meet or exceed currently accepted silvicultural best management practices.

Visual and Auditory Buffer – Visual and auditory impacts of tree harvesting shall be minimized within one-half mile of wild, scenic or recreational rivers. No timber harvesting or road building activities shall take place within one-half mile of the banks of Oswegatchie, Grasse, St. Regis and Deer Rivers from May 1 to October 15 of each year except as provided for and justified in the Forest Management Plan. The purpose of this provision is to minimize visual and

auditory impacts upon recreational users of river corridors and to minimize adverse environmental impacts upon such corridors.

(c) Forested Wetlands: Forest Management activities in the boreal wetland areas will be consistent with generally accepted silvicultural guidelines such as "A Silvicultural Guide for Spruce-Fir in the Northeast" by Robert Frank and John Bjorkbom.

(d) Regeneration Standards: Stand density shall not be reduced below the C-line of the appropriate silvicultural guides for the forest type being treated unless one of the following conditions are met:

(i) Sufficient regeneration is present. Regeneration shall be deemed sufficient if Grantee and Grantor agree that field sampling and observation show sufficient regeneration is present as referenced in the appropriate current silvicultural guide.

(ii) In those stands where insufficient regeneration is present, but the species and site conditions, by mutual agreement of the Grantee and Grantor, warrant a regeneration harvest to promote the establishment and growth of desirable regeneration. In both instances, the Forest Management Plan and Annual Work Plan will outline those types and subsequent stands to be treated

with harvests that create residual stand stocking under C-line stocking.

(e) Harvesting Restrictions: The following restrictions are designed to create a sustained yield of forest products and prevent liquidation harvest practices --

(i) No clear-cut, as defined by the Adirondack Park Agency, will exceed 25 acres in area (size).

(ii) Any clear cut must be in compliance with Adirondack Park Agency laws, rules and regulations, all other applicable laws, and regulations, and consistent with generally accepted silvicultural guidelines.

(iii) The grantor agrees to restrict harvest levels to a volume that does not exceed 70% of the periodic annual growth[1] on growing stock trees in accordance with the United States Department of Agriculture Forest Service Forest Inventory Analysis (1995)

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[1]Periodic Annual Growth for the purposes of this Easement shall be defined as: The total volume of wood produced by all growing stock trees in the forest net the losses attributable to mortality. The percentage of periodic growth referred to in paragraph (e) (iii) above shall be interpreted as a percentage of the periodic growth of all properties subject to this Easement that are under common ownership at the time of harvest. Periodic annual growth shall be calculated as an average for a ten year period. Allowable cut would be monitored and tracked over ten year intervals to reflect the ability of managers to address market, weather, and other management considerations on an annual basis. Managers would either increase or decrease the harvest on an annual basis to fall within the allowable cut parameters for a ten year period. Annual harvest targets and growth information would be presented in the Annual Work Plan. Growing stock is defined by the USDA Forest Service Forest Inventory and Analysis as all trees of commercial species found in the seedling, sapling, poletimber, and sawtimber size classes.

(USDA FS FIA). This restriction shall remain in force for 20 years from the date of this grant.

(iv) The Grantor and Grantee shall review harvest levels after 10 years to determine if the level should be adjusted to reflect forest stocking levels at that time.

(v) Harvest levels after the initial 20 year period shall be restricted to periodic annual growth on growing stock trees.

(f) Roads and Trails: No roads, trails or timber landing yards may be located within one hundred (100) feet of any State or local highway, except at existing access points where existing landings meet or exceed Best Management Practices and are acceptable to Grantee, or designated points mutually agreed upon which will provide required access to public highways. Grantor may maintain, repair and construct trails and roads on the Protected Property necessary for uses permitted herein, provided that any landing yard may not be located within the Forest Management Buffer Areas. Any grading or change in topography necessary for roads and trails shall blend into the natural topography of the Protected Property and be limited to the minimum necessary for the uses permitted under this Easement. Mining activities are allowed for non-commercial sand and gravel extraction for use by Grantor and Grantee for on-site road construction and maintenance. No new mining operations may be located in the Forest Management Buffer areas or within 100 feet of any state or local highway.

5). Grantor acknowledges the vital importance of the road and trail systems upon the Protected Property to the exercise of the Affirmative Rights of Grantee. Grantee acknowledges the vital importance of the road and trail systems upon the Protected Property to the exercise of the Reserved Rights of the Grantor. Grantor and Grantee agree to cooperate in the management of the road and trail systems in such a way that balances and considers public recreational access and administrative access with the principle objective to conduct forest management activities including the exclusion of the public from areas of forest management operations and reserved property rights as detailed in the RESERVED RIGHTS and TERMS AND CONDITIONS Sections of this Easement.

6). Grantor and Grantee shall designate the existing roads and trails located upon the Protected Property into three categories: Rifle Season Primary Access Corridors, Primary Access Corridors, and Secondary Access Corridors. These categories are intended to represent the following:

(a). Rifle Season Primary Access Corridors are defined as those Motorized Access Corridors which are open to public motor vehicle traffic as access to the adjoining Forest Preserve lands including the rifle season for white tail deer. During the rifle season for white tail deer, the Rifle Season Primary Access Corridors will be the only roads opened to the public on the Protected Property. The Grantor may not close these travel corridors for any purpose. These corridors may only be closed by Grantee.

(b). Primary Access Corridors are defined as those roads and trails necessary to assure administrative and public access to areas having

critical public recreational value, to assure access to adjoining lands owned or later acquired by Grantee, to assure reciprocal access to both Grantor and Grantee to the Protected Property and adjoining fee lands of Grantee (Forest Preserve) to further the objectives of this Easement, to assure access to leased lands and camps. These travel corridors may not be closed by Grantor except to maintain the structural integrity of the road whenever it is adversely affected by weather conditions creating such hazards as mud and ice. The roads to be closed under this provision and the duration of said closure shall be mutually agreed upon by Grantor and Grantee. Primary Access Corridors shall be closed by the Grantee during the white tail deer season or as otherwise set forth in the Land Management Plan. Grantee may also close these corridors to public recreational access at its discretion.

The designation of Rifle Season Primary Access Corridors and Primary Access Corridors shall be set forth on the Maps of Protected Property and may be amended in the Land Management Plan as new roads and trails are constructed or as Grantor and Grantee agree to otherwise redesignate existing roads and trails.

(c). Secondary Access Corridors are defined as those roads and trails which, although not critical to the administrative and public access rights of Grantee, may be necessary for Grantee and the public to obtain full benefit of the recreational rights granted herein.

Secondary Access Corridors shall be designated in the Land Management Plan. Secondary Access Corridors may be closed to public recreational access by Grantee. Secondary Access Corridors may also be closed to public recreational access upon a showing by Grantor that closure is necessary to:

(i) seasonably avoid damage to the road surface due to weather conditions which would create such hazards as mud or ice; or

ii) avoid potential conflicts with forestry management activities including logging operations.

In order to effectuate a closing, Grantor must demonstrate that, where practicable, an alternate route of a Secondary Access Corridor will be made available.

(d). The closure of Secondary Access Corridors pursuant to this Section is not intended to apply to closure of acreage generally, but only to the subject Secondary Access Corridor itself. The right of Grantor to close certain acreages of the Protected Property during active logging operations is limited as set forth in the RESERVED RIGHTS Section of this Easement.

(e). With the exception of closure zones, Primary Access Corridors and Secondary Access Corridors may be utilized by

the Grantee's employees, agents, contractors, etc. for administrative purposes by means of motorized vehicle or any other means Grantee elects. This right is not subject to the requirement that a particular corridor be marked for use by a specific type of motorized access.

(f). Primary and Secondary Access Corridors may be utilized for public travel by any means permitted under this grant of Easement, provided, however, that said corridors are specifically designated with appropriate signage for the use permitted. Certain corridors designated as Motorized Access Corridors including Rifle Season Primary Access Corridors may be utilized by means of motorized access only as described in Affirmative Rights Paragraph 4(c) herein.

7). The Grantor and the Grantee acknowledge value of the present road and trail systems located on the Protected Property and will accordingly undertake good faith efforts to preserve and maintain the integrity of the road and trail systems upon the Protected Property. Each party at its sole expense may maintain, repair, correct, upgrade or otherwise improve those roads and trails over which it has the right of use subject to the AFFIRMATIVE RIGHTS, DECLARATION OF RESTRICTIONS AND RESERVED RIGHTS, herein. The Grantor shall have the duty and responsibility to repair and correct at the Grantor's expense damages caused to these roads and trails by the Grantor, its invitees, licensees, guests, lessees, officers, employees, agents or contractors. The Grantee shall have the duty and responsibility

to repair and correct at the Grantee's expense, and subject to the availability of funds, damages to those portions of the roads and trails to which it and the public have the right of use caused either by the public's recreational use of the property or directly by Grantee, it's invitees, guests, officers, employees, agents and contractors. Minimum standards and specifications for forestry use roads and trails and minimum standards and specifications for roads and trails to be used by the public are to be incorporated into the Land Management Plan. The information contained in the Land Management Plan shall serve to determine whether such road or trail meets said standards and specifications to be opened to the public and whether a road or trail, while in use for forestry purposes by the Grantor and/or by the public as a Primary or Secondary Access Corridor, requires maintenance, repair, upgrade or other corrective action. If funding by the Grantee is not available for such corrective action once a road or trail is opened to the public, (i) the road shall be closed until such repairs are made; or (ii) the Grantor may undertake the work with said road or trail closed to public access until Grantee reimburses Grantor, said reimbursement to include comparable road and/or trail work mutually agreed to by the parties elsewhere on the Protected Property. The parties may mutually agree to temporarily close any road or trail or portion thereof or other appropriate action to protect the public, to protect the structural integrity of a road or trail, and protect against other abusive actions by the public. The parties may mutually agree to abandon any road or trail or portion thereof located on the Protected Property, but any abandonment shall not preclude the reopening of any such road or trail in the future by mutual agreement and, unless otherwise agreed upon, at the expense of the party desiring to

reopen any such road. Mutual agreement as used in this paragraph will not be unreasonably withheld by either party.

8). The Grantor, for itself and its successors and assigns, and the Grantee hereby agree that the terms of this Easement are to be construed so as to preserve perpetually the Protected Property as a sustainable forest, provided however that nothing herein contained shall impair the exercise of the Reserved Rights.

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

10). The Grantor and the Grantee agree that within six (6) months of the recording of this Easement, a Report of Physical Inspection of Protected Property will be completed by Grantee at no expense to Grantor except that Grantor shall bear the expense of the involvement, if any, of its staff. Said Report will accurately and completely describe the natural and manmade condition of the Protected Property on the date thereof. Said Physical Inspection Report will be subscribed to by both the Grantor and the Grantee indicating their concurrence that such report accurately and completely describes the Protected Property as of the date thereof.

11). In the event of a breach of any of the covenants, restrictions, terms or conditions of this Easement, and notwithstanding any other language in this

instrument to the contrary, either party shall notify the other of any failure to comply with any of the terms of this instrument. Such notice shall set forth how the accused party can cure such alleged noncompliance and give the accused party 60 days from the date of receipt of the notice in which to cure, which time period may be extended in light of the severe weather conditions that exist during the months of November through April of each year. In the alternative, the accused party shall within the same 60 day period initiate dispute resolution proceedings as set forth in the Land Management Plan pursuant to paragraph 24 of the TERMS AND CONDITIONS Section of this Easement. At the expiration of such period of time to cure, the complaining party shall notify the accused party of any failure to adequately cure the deficiencies set forth in the initial notice. The accused party shall then have an additional fifteen (15) days from receipt of such notice to cure such deficiencies. At the expiration of said fifteen-day (15) period or dispute resolution, but not prior thereto, either party may commence legal proceedings to require compliance with the terms of this Easement. All notices required by this paragraph and by any other provisions of this Easement, shall be in writing and delivered to the appropriate party by personal service or delivered by certified mail return receipt requested.

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

13). In the event that any existing structure on the Protected Property legally owned by Grantor is determined, according to applicable local land use regulations, to have deteriorated to such a condition that it is dangerous to occupy or be around, the Grantor, at its sole cost and expense, shall either correct the hazard, or demolish such structures. The Grantor may remove those structures by burning and burying the rubble subject to existing laws and regulations.

14). Both the Grantor and the Grantee may, but neither is under obligation to the other to, mark boundaries or corners of the Protected Property. Subject to available funding, the Grantee will erect such signs and install gating or other barriers as are necessary to describe the rights, and insure implementation of those rights, both the Grantor and the Grantee have to the Property. The Grantor and the Grantee shall mutually agree to the wording of said signs prior to their erection. Grantee shall survey, at its own expense, the boundaries of Grantee's fee lands which adjoin the Protected Property.

15). The Grantee in cooperation with Grantor shall develop a method to be detailed in the Land Management Plan for the removal of any new debris, such as papers, bottles, cans or other garbage or debris left on the Protected Property by the public utilizing the same. The Grantee, at its sole expense, subject to availability of funds, is obligated to promptly remove such trash as may be created by the public, Grantee, or its employees, agents and invitees. If funding is not available for trash removal, the Grantee and Grantor may mutually agree to close the Property to public use. Grantee shall be solely responsible for implementing and enforcing any such closure.

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

17). Nothing herein contained shall be construed to permit the removal of any trees, plants, firewood or other forest products by the general public or lessees of Grantor, provided, however, that dead or downed trees may be used only for purposes of on-site cooking, and warming or smudge. Any other use of the wood by the public, or by lessees of Grantor, is expressly prohibited.

18). This Conservation Easement shall not be construed to remove the necessity of the Grantor or Grantee from obtaining any permit and/or approval from any governmental agency having jurisdiction over any activity on the Protected Property.

19). This Easement may be amended by the parties hereto by mutual agreement in writing, executed by both parties and recorded in the Clerk's office, or in accordance with the provisions of Section 49-0307 of the Environmental Conservation Law.

20). Except as otherwise specifically provided for herein, it is mutually agreed that whenever a consent or approval is required from either the Grantor or the Grantee, the party seeking the consent or approval shall send a written request for such consent or approval by registered or certified mail, return receipt requested, to the address of the other party as hereinafter provided and said party shall respond to said request within sixty (60) days of its receipt. In the event that the consenting or approving party fails to respond within said sixty (60) day period, its consent or approval shall be implied. The Grantor and Grantee can provide for alternative

means of receiving mutual consent or approval such as telephone communications provided said means are established in the Land Management Plan.

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

Heartwood Forestland Fund III, LP
c/o Thomas Massengale, President
The Forestland Group, LLC
1512 East Franklin Street
Chapel Hill, North Carolina 27516

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

Director, Division of Lands and Forests
NYS Department of Environmental Conservation
50 Wolf Road
Albany, NY 12233-4250.

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

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

23). The Grantee intends to schedule periodic inspections of the Protected Property to determine compliance with the terms of this Easement. In doing so, the Grantor will be provided with fourteen (14) days notice and the Grantor will have the right to accompany the Grantee on said inspection trips. Grantor will be provided with a copy of the Inspection Report within thirty (30) days of the inspection.

24). Grantor and Grantee agree that the Land Management Plan shall include a Dispute Resolution Process to assure those provisions in this Easement requiring consent, agreement, approval or compliance by any party are resolved.

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

(a). The Grantee shall have the right of enforcement of the reconveyance by the Grantor to the nominee by any legal means.

(b). The form of reconveyance shall be satisfactory to the Grantee and approved by the Attorney General of the State of New York.

(c). This provision shall inure to the benefit of and bind the successors and assigns of both the Grantor and Grantee.

(d). The Grantee shall pay any costs and expenses, including but not limited to taxes, filing fees and reasonable attorney's fees that the Grantor may incur as a result of the reconveyance of the Conservation Easement pursuant to the terms of this paragraph.

DECLARATION OF RESTRICTIONS

The parties, their assigns and successors-in-interest, agree that the following restrictions shall apply to the Protected Property in perpetuity:

1). No Forest Management Activities shall be permitted except as provided for in the RESERVED RIGHTS and TERMS AND CONDITIONS Sections hereof.[2]

2). No buildings, residences, mobile homes or other structures, signs, billboards or other advertising material shall be constructed or placed in, on, over, under or upon the Protected Property except as allowed on the 5-acre development sites permitted in APA Permit No. 98-313, or as otherwise provided for in this Easement. Both Grantor and Grantee may erect signs, gates, fences or other barriers as may be necessary to carry out their rights and obligations hereunder, provided that all signs, gates, fences and barriers displayed by Grantor or Grantee shall conform to the Land Management Plan and Forest Management Plan.

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2 As used herein, the term "forest management" shall mean: the right to manage the Protected Property to meet landowner objectives for forest products, consistent with the terms of this Easement, including the right to harvest for commercial forest management operations, (including, but not limited to, the removal of forest products such as trees, logs, poles, posts, pulpwood, firewood, chips, seeds, seed cones, and all sugar maple products); to allow for forest related recreational activities (including, but not limited to, hunting, fishing, hiking, mountain biking, horseback riding, cross-country skiing, snowmobiling); to plant trees in non-forested areas; to reforest, plant, grow and harvest forest products and other vegetation; to clear or restore forest cover damaged or destroyed by fire, water, ice, or natural disaster; to selectively prune or trim trees, foliage and other vegetation; to harvest forest products with mechanical equipment and/or with domestic animals; to apply any herbicides, pesticides, fungicides, rodenticides and insecticides as may be appropriate for forest management objectives and consistent with applicable statues and regulations; to maintain existing fields, meadows, roads, trails and landing yards including the use of culverts, fences and barriers. This shall include the right to the cutting and removal of trees from the growing site, and the attendant operation of mobile or portable sawmills or chippers, the use of a limited number of concentration yards and one commercial sawmill, and of cutting, forwarding and skidding machinery or such future equipment or technology as shall perform the same or similar tasks, including the creation and use of skid trails, skid roads and winter haul roads, including associated bridges, culverts and log yards and the construction or creation of permanent land management roads except as otherwise restricted or reserved herein.

3). The property may not be subdivided except as provided for in the RESERVED RIGHTS Section. The correction of a boundary line location, the maintenance of existing recreational leases or the creation of new leases shall not constitute a subdivision for purposes of this provision.

4). No application of pesticides, including but not limited to insecticides, fungicides, rodenticides and herbicides shall be allowed except as provided in the RESERVED RIGHTS Section.

5). No dumping or storing of ashes, sawdust, noncomposted organic waste (excepting organic logging debris), "offsite" sewage or garbage, scrap material, sediment discharges, oil and its by-products, leached compounds, toxic fumes or any other unsightly or offensive material shall be allowed in, on, over, under or upon the Protected Property, except as provided in the RESERVED RIGHTS Section.

6). No motorized vehicles shall be operated on the Protected Property by Grantor, its employees, agents, contractors and invitees, except as they may be used to carry out forest management activities, fire protection or other emergency needs, and for the furtherance of Grantor's RESERVED RIGHTS. No off-road or off-trail use of motorized vehicles shall be permitted on the Protected Property by Grantor, its employees, agents, contractors and invitees, except as they may be used to carry out forest management activities, fire protection or other emergency needs, and for the furtherance of Grantor's Reserved Rights. This restriction does not impair the public access rights provided for herein, or access rights enjoyed by Grantor as a member of the public, or any of Grantee's access rights described in this Easement.

7). No permanent exterior artificial illumination shall be employed on the Protected Property, other than that employed on the date hereof, without prior written consent

of the Grantee, except as is reasonably required for enjoyment of the RESERVED RIGHTS by the Grantor.

8). No residential, commercial or industrial activities of any kind shall be permitted on the Protected Property other than those specifically provided for in this Easement.

9). Except as may be specifically permitted in the RESERVED RIGHTS Section or pursuant to Environmental Conservation Law Section 49-0307, no new telephone, telegraph, cable television, electric, gas, water or sewer or other utility lines shall be routed over, under, in, on, upon or above the Protected Property without the prior material written consent of the parties hereto, such consent not to be unreasonably withheld.

10). No mining will be conducted and no minerals, gas or oil will be extracted from the Protected Property except the on-site use of gravel as provided for in the Affirmative and Reserved Rights Sections of this Easement.

AND THE GRANTOR DOES FURTHER COVENANT AND REPRESENT AS FOLLOWS:

FIRST: The Grantor, for itself, its successors and assigns, covenants and agrees to pay all taxes and assessments lawfully assessed against its interest in the Protected Property and to furnish upon request to the Grantee copies of tax receipts showing such payment. In the event that the Grantor, its successors or assigns fail to pay any such taxes or assessments within twelve (12) months of their original due date, then the Grantee may pay such taxes or assessments. The Grantee shall seek to recover the cost of taxes through the appropriate legal means.

SECOND: The Grantor for itself and its successors and assigns covenants and agrees that any subsequent conveyance of the Protected Property, or any lease,

mortgage, or other transfer or encumbrance of the Protected Property 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 dated , and recorded in the Office of the Clerk of , in Book of Deeds and Page .

THIRD: The Grantor, for itself and its successors and assigns, covenants and agrees to indemnify and hold the Grantee harmless against all claims, loss, damage and expense the Grantee may suffer as a result of the Grantors negligence in the course of exercising the forest management rights reserved hereunder.

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

The duty to indemnify and save harmless prescribed by this paragraph shall be conditioned upon (i) delivery to the Attorney General by the Grantor of the original or a copy of any summons, complaint, process, notice, demand or pleading within fifteen (15) business days after it is served with such document, (ii) representation by the Attorney General or representation by private counsel of Grantor's choice, subject to the approval of the Attorney General, whenever the Attorney General determines in his sole discretion based upon his investigation and review of the facts and circumstances of the case that representation by the Attorney

General would be inappropriate, and (iii) the full cooperation of the Grantor in the defense of such action or proceeding against the Grantee based upon the same act or omission, and in the prosecution of any appeal.

FOURTH: The parties agree that the provisions of this Indenture are severable and that if any court of competent jurisdiction shall render a judgment voiding or nullifying any provisions hereof, the effect of said judgment shall be limited to the nullified or voided portion of this Easement, and the remaining provisions hereof shall continue in full force and effect.

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

And the Grantor does covenant with the Grantee as follows:

FIRST: The Grantor covenants that it has not done or suffered anything whereby the said premises have been encumbered in any way whatever;

SECOND: This Conservation Easement is subject to those "Permitted Encumbrances" identified at paragraph 3.3 of the Timberland Purchase and Sale Agreement dated December 3, 1998 between Champion International Corporation, the Conservation Fund, and First American Title Insurance Co.; and

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

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

Fed ID # 52-1388917

THE CONSERVATION FUND

By: _____

Its: V.P.

THE PEOPLE OF THE STATE OF NEW YORK
Acting by and through the
Department of Environmental Conservation

By: _____
John P. Cahill, Commissioner

STATE OF NEW YORK)

) ss.:

COUNTY OF ALBANY)

On this 30th day of June, 1999, before me came Richard L. Erdmann to me known who, being by me duly sworn, did depose and say that he resides at 907A Seneca Road, Great Falls, VA, that he is the Senior Vice President of The Conservation Fund, the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

NOTARY PUBLIC STATE OF NEW YORK

ROBERT K. DAVIES
Notary Public, State of New York
No. 02DA6014462
Qualified in Albany County
Commission Expires 10/13/2000

STATE OF NEW YORK)

) ss.:

COUNTY OF ALBANY)

On this 30th day of June, 1999, before me, personally came John P. Cahill to me known, who being by me duly sworn, did depose and say that he resides at , New York and is the Commissioner of the New York State Department of Environmental Conservation, that he executed the foregoing on behalf of the New York State Department of Environmental Conservation, pursuant to authority of law duly delegated.

NOTARY PUBLIC STATE OF NEW YORK

ROBERT K. DAVIES
Notary Public, State of New York
No. 02DA6014462
Qualified in Albany County
Commission Expires 10/13/2000

ADDENDUM A - LEWIS COUNTY

ALL THOSE SIXTEEN (16) TRACTS OR PARCELS OF LAND, situate in the Towns of Croghan and Watson, County of Lewis, State of New York, Watson's East Triangle and Watson's West Triangle, more generally described as follows:

PARCEL ONE (Liber 136 cp 510, "FIRST PARCEL")

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Croghan, County of Lewis and State of New York, being part of the 9, 10, 11, 12, 13, 14, 15 East 14, 15, 16, 17, 18 North Ranges of the subdivision of Great Lot No.5, of Macomb's Purchase, and being bounded and described as follows:

BEGINNING at the southwest corner of 16 acres conveyed to Christian Franey January 31, 1867, said corner being a post 8 chains 62 links westerly, and 8 chains South 2° West from the corner of 9,10 East, 15,16 North Ranges, and runs

Thence along the south line of said 16 acres and the south line of 58.84 acres conveyed to said Farney on March 7, 1883, South 86° East 47 chains 99 links to a post marked C.F.& B., the southeast corner of said 58.84 acres;

Thence along the east line thereof, North 4° East 24.38 chains to a post angle;

Thence North 25° West 11.77 chains to a post, the northeast corner thereof;

Thence along the north line of said 58.84 acres to and along the north line of 66.5 acres conveyed to said C. Farney on November 13, 1863, and the north line of 21.95 acres conveyed to said Farney, North 88° West 43.50 chains to a post marked C.F. & B. in the east line of 206.28 acres conveyed to P. Gouertermouth August 20, 1841;

Thence along the same, North 4° East 17.42 chains to a post marked F.& B., the southwest corner of 58.20 acres conveyed to J.P. Farney November 30, 1867;

Thence along the South line thereof, South 86° East 31.20 chains to a post, the southeast corner thereof;

Thence along the east line thereof, North 4° East 17.50 chains to a post, the northeast corner thereof;

Thence along the north line thereof, North 86° West 17 chains to a post, a corner;

Thence to and along the east line of 42.55 acres conveyed to L.F. Waters and Jos. Buttin August 6, 1866. North 4° West 21.65 chains to a post marked M., the southerly, southwest corner of 53.10 acres conveyed to J.A. Meister December 2, 1872:

Thence along the south line thereof, South 87° East 23.90 chains to a post the southeast corner thereof;

Thence along the east line thereof and the same course continued along a line of marked trees, North 2° East 54.96 chains to a post marked B. in the line of 17, 18 North Range;

Thence along the same, along the line of original marked trees, easterly 30.65 chains to the corner of the 10, 11 East 17, 18 North Ranges, a stake and stone by a long stone;

Thence continuing along said line of 17, 18 North Ranges, easterly 22.40 chains to a post marked B;

Thence North 5° East 24.70 chains to a post marked B.;

Thence South 85° East 14.30 chains to a post marked B.G., the northwest corner of 46 acres conveyed to Chas. Bachman February 28, 1878;

Thence along the same, South 2° West 17 chains to a birch tree marked B., a corner thereof;

Thence North 56° East 8.08 chains to a post and stones, a corner thereof;

Thence South 3° West 9.70 chains to a post marked B and is 3.39 North 3E. and 44.21 easterly along the line of 17, 18 North Ranges from the corner of the 10, 11, E17, 18N Ranges;

Thence along the south line of said 46 acres, South 85° East 24.25 chains to a post and stones, the southeast corner thereof;

Thence along the east line thereof, North 3° East 9 chains to a post and stones, the North East corner thereof;

Thence North 30° East 25 chains to a post marked B.;

Thence South 85° East 10 chains to a small spruce tree marked B.R.;

Thence North 40° East 42.60 chains to a post in the line of the 18, 19 North Ranges marked B.R.;

Thence along the said line, along the old marked trees thereof, South 85° East 25.35 chains to the corner of 12, 13 East 18,19 North Ranges, a post and stones;

Thence along a line of marked trees as run October 1882, South 5° West 68.85 chains to a post and stones, the corner of 12, 13 East 17,18 North Ranges;

Thence along a line of marked trees, South 85° East 67.50 chains to a pine post and stone on a ledge marked 13, 14, 17, 18;

Thence along a line of marked trees as marked in 1882, North 5° East 69 chains to a post and stones, the corner of 13, 14 East 18, 19 North Ranges;

Thence along the line of 18, 19 North Ranges, along the line of original marked trees, easterly 67.50 chains to a post and stones, the corner of 14, 15 East 18,19 North Ranges;

Thence continuing along the said line of 18, 19 North Ranges, easterly 33.60 chains to a post and stones in the Watson Tract line, the corner of the 18, 19 North Ranges on the line;

Thence along the line of the Chassanis and Watson tracts, along the original marked trees thereof, southwesterly 183.60 chains to a post and stones, the east corner of the Fish Creek Lot;

Thence along the same, North 50° West 48.50 chains to a post marked N. S.;

Thence North 87° West 102.20 chains to a post and stones marked T., the northwest corner of said lot;

Thence along the west line thereof, South 4° West 75 chains to a hemlock post marked T.;

Thence North 86° West 1.03 chains to a post, the northwest corner of 531.74 acres surveyed for C.W. Saunders;

Thence along the same, South 5° West 53 chains to a post marked N. S.;

Thence South 40° East 28.50 chains to a post and stones marked C.W.S.;

Thence South 50° East 47.50 chains to a post and stones on the said tract line (northeasterly from the old Felt house);

Thence along said line, the original marked trees of the same southwesterly 55 chains to a cedar post and stones on the northerly bank of the Beaver River;

Thence continuing said line across said river southwesterly to a stake 10 rods southwesterly from the southerly bank of said river, being the northeast corner of 500 acres conveyed to George J. Tenney and Samuel Little March 16, 1863;

Thence along the northerly line thereof westerly in a straight line to the northwest corner of said 500 acres, a point 2 chains 50 links South 40° West from the southerly shore of the Beaver River and is one chain 68 links South 40° West from a pine stump cornered and marked;

Thence in extension of the northwesterly line of said 500 acres, North 40° East 3 chains to the center of said river;

Thence down along said center as it winds and turns northwesterly, southwesterly and westerly to the line of the East and Middle Third of the 9 East 14 North Ranges;

Thence along said line, being along the east line of land conveyed to John Farney, North 9.50° East 21.80 chains to a post, the northeast corner of said Farney's land, in the south line of 69 acres conveyed to N. Tonelia September 1, 1880;

Thence along same, South 85° East 22.44 chains to a post, the southeast corner of said 69 acres and the corner of the 9,10 East 14, 15 North Ranges;

Thence along the east line of said 69 acres, North 5° East 13.35 chains to a post marked N.T.;

Thence North 85° West 12 chains to a post a corner thereof;

Thence North 3° East 12 chains to a post marked N.T., the northeast corner thereof;

Thence along the north line thereof, North 86° West 20.40 chains to a post, the northwest corner thereof in the east line of 5 acres conveyed to John Zehr;

Thence along the same, North 4° East 5.73 chains to a post marked J.Z., the northeast corner thereof;

Thence along the north line thereof, North 88° West 3.56 chains to a post the northwest corner of said 5 acres in the east line of 127.72 acres conveyed to said John Zehr January 26, 1864;

Thence along the same, North 2° East 14.02 chains to a post marked J.Z., the southwest corner of 19 acres conveyed to said John Zehr;

Thence along the south line thereof, South 88° East 8.97 chains to a post marked J.Z., the southeast corner thereof;

Thence along the east line thereof, North 17° East 13.83 chains, to the northeast corner thereof;

Thence along the southwesterly line of the aforesaid 12.75 acres, South 62° East 8.83 chains to a hub in the center of the road and the southeast corner of said 12.75 acres; and

Thence along the southeasterly line thereof, North 58° East 13.50 chains to the place of beginning.

EXCEPTING therefrom and thereout all those 55 acres in the 10, 11 East, 15 North Ranges that were conveyed to John Kieb February 7, 1883, and containing, after said exception, 4,186.80 acres, more or less.

BEING the same premises conveyed by Lewis H. Bullard and others to Theodore B. Basselin by deed dated March 3, 1892, and recorded in the Clerk's Office of Lewis County March 21, 1892, in Liber 84 of Deeds, at page 522.

EXCEPTING also therefrom and thereout 8.84 acres in the Town of Croghan conveyed by said Theodore B. Basselin to John Zehr by deed dated April 9, 1898, and recorded in Lewis County Clerk's office in Liber 97 of Deeds, at page 358.

ALSO EXCEPTING 3.72 acres in the Town of Croghan conveyed by the executors of said Basselin to Northern New York Utilities, Inc., with other lands, by deed dated October 20, 1917 and recorded in said Clerk's Office in Liber 129 of Deeds, at page 446;

ALSO EXCEPTING 19.58 acres in the Town of Croghan conveyed by said executors to Christian W. Lehman by deed dated November 27, 1917, and recorded in said Clerk's Office in Liber 130 of Deeds, at page 4.

ALSO EXCEPTING 37.30 acres in the Town of Croghan conveyed by said executors to Benjamin Bachman by deed dated December 12, 1917.

ALSO EXCEPTING 120.5 acres in the Town of Croghan conveyed by said executors to Harry S. Lewis by deed dated September 16, 1919.

PARCEL TWO (Liber 136 cp 510 "THIRD PARCEL")

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Croghan, County of Lewis and State of New York, being part of the 12,13 East 19, 20 North Ranges of the subdivisions of Great Lot No. 5 of Macomb's Purchase, bounded and described as follows, viz:

BEGINNING at a post and stones, the corner of the 12,13 East 18, 19 North Ranges of said subdivisions and running thence along the west line of land conveyed to W.W. and Y. Rice, North 4° East 63 chains to the center of the Oswegatchie River;

Thence down along the same, southwesterly 15.50 chains, about, to the southwest corner of 32.80 acres surveyed for O.Sweet;

Thence along the west line of the same, North 5° East 21.50 chains to a hemlock post marked "Sweet", the northwest corner thereof;

Thence along the north line thereof, South 85° East 17 chains to a stake at the west side of a large rock, the northeast corner thereof;

Thence North 4° East 7 chains to a post;

Thence South 85° East 2.10 chains to a post and stones marked "Sweet", the southwest corner of 31 acres surveyed for said O. Sweet;

Thence along the same North 4° East 15.50 chains to a post and stones marked "Sweet";

Thence South 86° East 5 chains to a post and stones;

Thence North 4° East (10chairs, to a post and stones the N.W. corner of said 31 acres) 43.30 chains to a post and stones marked 33.30 B. in the line of 20,21 North Ranges;

Thence along the same, along a line of marked trees, about North 85° West, (6.75 chains a post marked 68.44 from the south 25.80 a post marked 57.50 from the original corner of 12, 13 East and 21, 22 North Ranges) 77 chains to a post and stones, 65 chains North 5° East from the corner of 19,20 North, 11,12 East Ranges;

Thence along the line of 11,12 East Ranges along a line of marked trees for the same, South 5° West 112 chains to a stake in the north line of 110 acres conveyed to Joseph Zehr October 21, 1874;

Thence along the same, South 85° East 40 links to a post, the northeast corner thereof;

Thence along land conveyed to F.V. Allen January 13, 1881, North 5° East 2 chains to a post in the northwest corner thereof;

Thence along the same, South 85° East 5.30 chains to a small spruce tree marked "A";

Thence South 26° East 5 chains to a hemlock post marked "A";

Thence South 77.50° 30 East 6.16 chains to a post and stones in the road line;

Thence South 32° East 10.66 chains to a post on the northerly bank of the Oswegatchie River;

Thence down along the same southwesterly 16.40 chains, about, to a post in the line of the 18,19, North Ranges; and

Thence along the same, South 85° East 55.15 chains to the place of beginning, **containing 916 acres** of land, more or less.

BEING the same premises conveyed by Lawrence J. Goodale and John A. Goodale to Theodore B. Basselin by deed dated January 19, 1891, and recorded in the Clerk's Office of Lewis County February 4, 1891, in Liber 82 of Deeds, at page 350.

PARCEL THREE (Liber 136 cp 510 "FOURTH PARCEL")

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Croghan, County of Lewis and State of New York and being part of the 11,12 East 14,15,16 North Ranges of the subdivisions of Great Lot No. 5 of Macomb's Purchase, bounded and described as follows, viz.;

BEGINNING at a post marked "S" standing 5 chains South 87° East and 10 chains South 3° West from the corner of the 11,12 East 15,16 North Ranges, and runs thence along the line of land heretofore surveyed for Norcross and Saunders, North 3° East 25.06 chains to a hemlock post marked "S";

Thence North 86° West 37.90 chains to a hemlock post marked "C.W.S.";

Thence South 5° West 53 chains to a post marked "N. S.";

Thence South 40° West 28.50 chains to a post marked "N. S.";

Thence South 50° East 47.50 chains to a post and stones marked "C.W.S." standing on the hypotenuse line;

Thence along the same, along the old marked line of trees, northeasterly 102.20 chains to a tamarack post in a small open swamp marked "N. S.", the southeast corner of the said land surveyed for Norcross and Saunders; and

Thence along the south line thereof, North 87° West 47.15 chains to the place of beginning, **containing 531.74 acres** of land, more or less, as surveyed by J.P Brownell in December 1872, and August, 1876.

BEING the same premises conveyed by Lawrence J. Goodale and wife to Theodore B. Basselin, by deed dated June 17, 1884, and recorded in Lewis County Clerk's Office June 27, 1884, in Liber 69 of Deeds, at page 21.

Excepting 19 acres in the Town of Croghan conveyed by said Executors of said Basselin to H.S. Lewis by deed dated September 16, 1919.

PARCEL FOUR (Liber 136 cp 510 "FIFTH PARCEL")

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Croghan, and being part of the 11,12,13, East 15,16,17 North Ranges of the subdivisions of Great Lot No. 5 of Macomb's Purchase, and is bounded and described as follows, viz:

BEGINNING at a post and stones standing 5 chains easterly (about South 85° East) and 16 chains 06 links North 3° East from the corner of the 11,12 East 15,16 North Ranges, and runs

Thence North 86° West 36 chains 87 links, to a post marked "T";

Thence North 4° East 75 chains to a hemlock post and stones marked "T";

Thence South 87° East 102 chains 20 links to a post marked "N.S.";

Thence South 50° East 48 chains 50 links to a hemlock post and stones in the Watson Tract line;

Thence along the same, along the line of original marked trees about South 44° West 96 chains to a tamarack post in an open swamp 11 chains 25 links southwesterly from the corner of the 15,16 North Ranges on said line;

Thence North 86° West 47 chains 15 links to a post in a small open swamp; and

Thence North 3° East 26 chains 06 links to the place of beginning, **containing 1000 acres** of land, more or less.

BEING the same premises conveyed by Charles Le Ray de Chaumont de Saint Paul to Theodore B. Basselin by deed dated March 15, 1894, and recorded in the Clerk's Office of Lewis County March 27, 1894, in Liber 88 of Deeds, at page 157.

PARCEL FIVE: (Liber 136 cp 510 "SIXTH PARCEL")

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Croghan, County of Lewis and State of New York, being part of the 9,10,11,12 East 18 North Ranges of the

subdivisions of Great lot No. 5 of Macomb's Purchase, and bounded and described as follows, viz.:

BEGINNING at a post on the line of the 18, 19 North Ranges 7 chains 30 links westerly along said line from the corner of the 9,10, East 18,19 North Ranges, and being the northeast corner of 37.50 acres conveyed to Jacob Zehr December 24, 1872, and running thence along the easterly line thereof South 3° West 24 chains to a post, an angle;

Thence South 42° East 18 chains 26 links to a point in the center of the road 50 links South 42° East from a post marked "J.Z."

Thence along the road leading to Sweet's Mill, North 70° East 20 chains 80 links to a hub in the center of said road 50 links North 10° West from a post marked "J.B.P.", the northeast corner of 33 acres surveyed for J.B. Phillips;

Thence along the east line thereof, South 10° East 15 chains 94 links to a post, the southeast corner thereof;

Thence along the south line thereof, South 84° West 31 chains 50 links to a post in the southeasterly line of land conveyed to Blodgett & Phillips June 17, 1873;

Thence along the line of lands surveyed for P. Yancey, South 63° East 12 chains 63 links to a post marked "P.Y.";

Thence South 5° West 15 chains, 83 links to a post in the line of the 17,18 North Ranges, 9 chains easterly from the corner of the 9,10, East 17,18 North Ranges 20 chains, 83 links to a point, an angle;

Thence South 64° West 9 chains 62 links to a post in the line of the 9,10 East Ranges;

Thence along the said line, Southerly to and along the east line of land conveyed to Waters & Butlin, August 6, 1866, to a post, a corner thereof;

Thence along the northerly line thereof, easterly 6 chains 40 links to the northeast corner of the 42.55 acres conveyed to Waters & Butlin, northwest corner thereof;

Thence along the north line thereof, South 86° East 19 chains 95 links to a post marked "M", the northeast corner of the said 53.10 acres;

Thence along the line of lands surveyed for Basselin, North 1° East 31 chains 50 links to a stake in the line in the said 17, 18 North Ranges;

Thence along said line easterly 53.10 chains to a post marked "B.& R". a corner of land surveyed for Basselin:

Thence North 5° East 24 chains 70 links to a post and stones marked "B. & R.";

Thence South 85° East 14 chains 30 links to a post marked "C.B.", the northwest corner of 46 acres conveyed to Charles Bachman February 28, 1878;

Thence along the same, South 71° East 19 chains to a hub, an angle;

Thence South 51° East 15 chains 20 links to a post and stones, the northeast corner of said 46 acres;

Thence along the line of land surveyed for said Basselin, North 30° East 25 chains to a stake, an angle;

Thence South 85° East 10 chains to a stake, an angle;

Thence North 40° East 42 chains 60 links to a post and stones in the line of the 18,19 North Ranges marked "B. & R.";

Thence along said line of 18, 19 North Ranges, along the line of marked trees of said line westerly 182 chains to the place of beginning.

EXCEPTING therefrom all those 20.55 acres that were conveyed to S.H. Snell February 11, 1878, and **containing**, after such exception, **1032.23 acres** of land, more or less, as surveyed by J.P. Brownell in 1883.

ALSO EXCEPTING 202.58 acres conveyed to John Yancey July 8, 1918.

BEING the same premises with others, conveyed by William H.Sherwood and others to Theodore B. Basselin, by deed dated August 3, 1897, and recorded in the Clerk's Office of Lewis County March 29, 1898, in Liber 95 of Deeds at page 272.

PARCEL SIX: (Liber 136 cp 510 "EIGHTH PARCEL")

ALL THAT TRACT OR PARCEL OF LAND, situate in the town of Croghan, County of Lewis and State of New York and in the County of Lewis, State of New York, and being part of the 13 East and 18 North Ranges of the subdivisions of Great Lot No. 5 of Macomb's Purchase, and bounded and described as follows, viz:

BEGINNING at a post and stones marked 12.13.17.18, being the corner of the 12,13, East 17,18 North Ranges and running thence along the line of the 17. 18 North Ranges South 85° East 30 chains to a post marked "S.B. & Co. & T.B.B.":

Thence North 5° East 10 chains 50 links to a post marked "S.B.& Co. & T.B.B.";

Thence North 65° West 11 chains to a post marked;

Thence South 75° West 20 chains 70 links to a post marked in the line of the 12,13, East Ranges; and

Thence along the same, South 5° West 6 chains 88 links to the place of beginning, **containing 33.40 acres** of land, more or less.

BEING the same premises conveyed by Lewis H. Bullard and others to Theodore B. Basselin by deed dated June 1, 1892, and recorded in the Clerk's Office of Lewis County November 17, 1893, in Liber 86 of Deeds, at page 514.

PARCEL SEVEN: (Liber 136 cp 510 "TENTH PARCEL")

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Watson, Lewis County, State of New York and in the Town of Webb, Herkimer County, State of New York, bounded and described as follows, viz: being Lot Twenty (20), except 249 acres of the east part thereof, and **containing** after said exception, **472 acres** of land, more or less, and being the same premises, with others, conveyed by Mary A. Strife to said Theodore B. Basselin by deed dated October 18, 1911, and recorded in the Clerk's Office of Lewis County October 31, 1911, in Book 118 of Deeds, at page 358.

Being and intending to convey all of said Lot 20 lying within the Town of Watson, County of Lewis.

PARCEL EIGHT: (Liber 136 cp 510 "ELEVENTH PARCEL")

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Watson, being all that tract or land being conveyed to Peter H. Strife by deed dated January 5, 1895, and recorded in Herkimer County Clerk's Office January 11, 1895, in Book 154 of Deeds, at page 97, said premises being more particularly described as follows: All the southwesterly part of Lot No. 22 in Watson's East Triangle; formerly in Herkimer County, **containing 168.50 acres** of land, more or less.

BEING the same premises conveyed by Mary A.Strife to Theodore B. Basselin by deed dated October 18, 1911, and recorded in the Clerk's Office of Lewis County October 31, 1911, in Book 118 of Deeds, at page 358.

PARCEL NINE: (Liber 136 cp 510 "TWELFTH PARCEL")

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Watson, County of Lewis and State of New York, bounded and described as follows, viz: Being the east part of Lot No. Three (3), Watson's East Triangle, and bounded north by Lot No 21, East by Lot No. 4, South by Township 4, John Brown's Tract, West by that part of said Lot No. 3 owned by Theodore B. Basselin, **containing 250 acres** of land, more or less

BEING the same premises conveyed by Frank H. Bigness and wife to Theodore B. Basselin, by deed dated September 27,1913 and recorded in the Clerk's Office of Lewis County October 13, 1913, in Liber 121 of Deeds, at page 164.

PARCEL TEN: (Liber 136 cp 510 "THIRTEENTH PARCEL")

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Watson, County of Lewis and State of New York described as follows, viz: known as and being Lot No Three (3) located in Watson's East Triangle **supposed to contain 298.36 acres** of land, more or less.

BEING the same premises conveyed by Julius H. Wood to Theodore B. Basselin, by deed dated September 13, 1887, and recorded in the Clerk's Office of Lewis County September 14, 1887, in Liber 75 of Deeds, at page 569.

PARCEL ELEVEN: (Liber 136 cp 510 "FOURTEENTH PARCEL")

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Watson, County of Lewis and State of New York, described as follows, viz: known as and being Lot No. Two (2) located in Watson's East Triangle, **containing 440 acres** of land, more or less.

BEING the same premises conveyed by Austin Prentice, Treasurer of Lewis County, to Theodore B. Basselin by deed dated February 17, 1890, and recorded in the Clerk's Office of Lewis County February 19, 1890, in Liber 80 of Deeds, at page 327.

PARCEL TWELVE: (Liber 136 cp 510 "FIFTEENTH PARCEL")

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Watson, County of Lewis and State of New York, described as follows, viz: known as and being Lot No. One (1) located in Watson's East Triangle, except 443.95 acres conveyed to M.W. Van Amber, **containing**, after said exception, **106 acres** of land, more or less.

BEING the same premises conveyed by Austin Prentice, Treasurer of Lewis County, to Theodore B. Basselin, by deed dated February 17, 1890, and recorded in the Clerk's Office of Lewis County February 19, 1890, in Liber 80 of Deeds, at page 327.

PARCEL THIRTEEN: (Liber 136 cp 510 "SIXTEENTH PARCEL")

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Watson, County of Lewis and State of New York, described as follows, viz: in Lot No. 1 of Watson's East Triangle, bounded and described as follows, viz:

BEGINNING at a point in the middle of Beaver River at the point where the line between the Brown and Watson Tracts crosses the same, and runs thence along said line north 39 chains 53 links to a tamarack tree cornered and marked "1842";

Thence still along said line, North 39° East 54 chains 64 links to a beech tree cornered and marked "XIII";

Thence along the southwesterly line of 96.05 acres conveyed to Jonas Hannaha, North 52° West 38 chains 17 links to a spruce cornered and marked "XIV" standing in the line between the Watson and Chassanis tracts;

Thence along said line, South 37.25° West 104 chains 23 links to the middle of Beaver River;

Thence up along the middle of said river as it winds and turns, to the place of beginning, **containing 443.95 acres** of land, more or less.

Being the same premises conveyed by M.W. Van Amber and wife to Theodore B. Basselin, by deed dated March 10, 1897, and recorded in the Clerk's Office of Lewis County, July 27, 1898, in Liber 96 of Deeds, at page 161.

EXCEPTING therefrom and thereout that portion thereof next to Beaver River deeded to Harry S. Lewis September 16, 1919, and containing 187 acres of land, more or less.

PARCEL FOURTEEN: (Liber 136 cp 510 "SEVENTEENTH PARCEL")

ALL THOSE SEVERAL LOTS OR PARCELS OF LAND, situate in what is known as Watson's West Triangle, in the Town of Watson, County of Lewis and State of New York, Watson's West Triangle, and identified as follows:

Being Lots Nos. 22, 23, 24, 25, 26, 47, 48, 49, 50, 51, 52, 73, 74, 75, 76, 77, 98, 99, 100, 101, 122, 123, 124, 145, and 146, **containing in all 2,498 acres** of land, more or less.

Excepting therefrom and thereout those parts or portions thereof of said Lots Nos. 25, 26, 51 and 52 sold to H.S. Lewis by deed dated September 16, 1919, and being next to Beaver River in said County, containing in all 62 acres of land, more or less.

ALL the exceptions hereinbefore referred to as being a parcel or parcel of land sold to Harry S. Lewis are fully described as a whole in the Sixth Parcel contained in the deed thereof made to him by the Executors of the Estate of Theodore B. Basselin, deceased, by deed dated September 16, 1919, and which contain in all 488½ acres, more or less and to which, and the record thereof in the Clerk's Office of Lewis County, reference is had for a full description of the said Lewis Property, inclusive of flowage rights on Beaver River as therein mentioned.

This grant is subject to the following rights and privileges granted by the said Executors to Harry S. Lewis by said deed dated September 16, 1919, to which reference is here had, to-wit:

FIRST: The right to flow any of said lands hereby conveyed lying above the dam to be constructed on Beaver River at or near Soft Maple Falls, when the same is due to excess high water, as provided by said Lewis Deed. The lands so subjected, if at all, lie outside of the following parcels conveyed to said Lewis as aforesaid, to wit:

187 ac. in Lot 1, Watson's East Triangle
17 ac. in Lot 51, Watson's West Triangle
28 ac. in Lot 52, Watson's West Triangle
10 ac. in Lot 26, Watson's West Triangle
7 ac. in Lot 25, Watson's West Triangle
18 ac. of the Prince Lot
19 ac. of the L.J. Goodale 531 Ac. Lot
82 ac. of the Rice Lot
120.5 ac. of the Bullard & Co. Lot.

SECOND: The right and privilege of constructing and maintaining an electric power transmission line 100 feet in width as described with other rights in said deed to Lewis.

THIRD: The roadways as fully described in said deed to Lewis.

This grant or conveyance, and the whole thereof, is made subject to the reservations contained in the original Letters Patent granting said several described pieces or parcels of land, and to such other reservations as to mines, minerals and roadways, or other reservations, found and contained in former instruments of record thereof, and is intended to grant and convey all the lands of every kind and description, situate, lying and being in the Counties of Lewis and Herkimer, State of New York, known as "the Basselin wild or timber lands" remaining after all exceptions hereinbefore mentioned, and containing after said exceptions, 17,641.85 acres of land, more or less, of which the said Theodore B. Basselin died seized, whether herein described or not,

AND FURTHER EXCEPTING AND EXCLUDING those parcels of land as described and conveyed by Deed from St. Regis Paper Company to Clarence L. Fisher & Florence Fisher

Jackson dated June 9, 1927 and recorded July 19, 1927 in Liber 283 cp 241 in the Herkimer County Clerk's Office and recorded in Liber 154 cp 359 in the Lewis County Clerk's Office.

The above-described Parcels One through Fourteen **BEING** a portion of the same premises conveyed to St. Regis Paper Company by deed from Fred C. Pierce, et al., dated September 30, 1920 and recorded October 5, 1920 in Lewis County in **Liber 136 of deeds at page 510**.

PARCEL FIFTEEN: (Liber 142 cp 499)

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, situate in the northerly part of the westerly one-half part of Township 4, John Brown's Tract, County of Lewis and State of New York, bounded and described as follows:

BEGINNING at a stake and stones monument in the Herkimer-Lewis County line 493.4 feet northerly from Monument #53 in said County line, said point also being the point of intersection of the northerly line of said Township Number 4, John Brown's Tract with the said County line; thence North 81° 30' West along the northerly line of said Township Number 4, 7,840.6 feet to a stake and stones corner;

Thence South 47° 30' West along the northwesterly line of said Township Number 4, 12,198.00 feet to a stake and stones corner;

Thence South 8° 30' West along the westerly line of said Township Number Four (4) 5,512.00 feet to an iron pipe monument set in a pile of stones;

Thence South 81° 30' East along a line marked trees 9,352.7 feet to an iron pipe monument set in a pile of stones;

Thence North 8° 30' East along a line of marked trees 6,341.9 feet to a iron pipe monument set in a pile of stones;

Thence South 81° 30' East along a line of marked trees 2,475.7 feet to an iron pipe monument set in a pile of stones;

Thence South 8° 30' West along a line of marked trees 6,341.9 feet to an iron pipe set in a pile of stones;

Thence South 81° 30' West along a line of marked trees 3,775.1 feet to an iron pipe monument set in a pile of stones in the Herkimer-Lewis County Line, and said pipe being 1,224.7 feet southerly of Monument #47 on said County line;

Thence North 8° 30' East along the said County Line 14,977.7 feet to the place of beginning, containing 4,161.6 acres of land, more or less.

EXCEPTING AND EXPRESSLY RESERVING from the lands and premises above described, 41.2 acres previously conveyed to the Beaver River Power Corporation, by deed dated February 27, 1914 and recorded in Lewis County Clerk's Office in Book 129 of Deeds at page 138 on August 28, 1917. The amount and quantity of land included in the description aforesaid, after deducting the lands hereby excepted and reserved, is 4120.4 acres, more or less. The map of the lands and premises above described and hereby intended to be conveyed, made by Wood and Sasbach, Civil Engineers, is on file in the Office of the Clerk of the County of Lewis.

ALSO, EXCEPTING AND RESERVING all rights of way, privileges and easements mentioned and described in a certain option or contract dated March 1, 1918, between G. Henry P. Gould and Clarence L. Fisher as Executors of and under the Last Will and Testament of Mary L. Fisher, deceased of the first part and George S. Reed and M.A. Phillips of the second part (known as the Crooked Lake Option), which said rights of way, privileges and easements are described in said option as being "a right of way to and from the Crooked Lake Camps over said Fisher lands by the trails and road now existing, rights of ingress and egress thereto and therefrom over the roads and trails now existing, with a right of way to Alder Creek from Crooked Lake Camps and property over the existing roads and trails."

This conveyance is also made subject to a contract for the sale and purchase of pulp wood, dated March 27, 1902, between Mary L. Fisher the J. P. Lewis of Beaver Falls, New York and John B. Todd, and subject to all rights, privileges, easements and estates therein granted to said J. P. Lewis of Beaver Falls, New York and John B. Todd or their successors or assigns.

BEING the same premises conveyed to St. Regis Paper Company by deed from Clarence L. Fisher and Rachel Fisher, his wife, and Florence Fisher Jackson dated November 21, 1922 and recorded January 4, 1923 in Lewis County in Liber 142 cp 499.

PARCEL SIXTEEN: (Liber 286 cp 58)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Watson, County of Lewis and State of New York containing 500 acres, more or less, known as and being Lot Number 21 of Watson's East Triangle;

BEING the same premises conveyed with other lands by Lucius Robinson, Comptroller of the State of New York to Andrew Simpson and William McKee by deed dated February 26, 1862 and recorded in the Herkimer County Clerk's Office in Book 82 of Deeds at page 118;

BEING the same premises conveyed to Earl M. Mills and Durwood L. Deynard by General Fabricating Construction Company by deed dated May 16, 1949 and recorded in the Lewis County Clerk's Office June 3, 1949 in Liber 214 of Deeds at page 213.

And BEING the same premises conveyed by Earl M. Mills to Durwood F. Daynard by deed dated January 28, 1955 and recorded in Lewis County Clerk's Office March 8, 1955 in Liber 232 of Deeds at page 412;

ALSO BEING the same premises conveyed to St. Regis Paper Company by deed from Durwood F. Daynard dated June 29, 1965 and recorded June 30, 1965 in Liber 286 of Deeds at page 58 in the Lewis County Clerk's Office.

RESERVING to the Grantor herein out of the above-described premises certain lands at the Soft Maple Flow, on the south side and north side thereof, more particularly described as follows:

Tract 1 - Soft Maple Flow, south side (Eagle Falls Areas I, II & III)

Being all that certain tract of land in the Towns of Croghan and Watson, Lewis County, New York, as shown on the map prepared by Lafave, Huntley, White & McGiven Land Surveyors and Engineers dated June 1975 and Revised August 15, 1975 and titled Eagle Falls Camp Lots - Soft Maple Flow, and being more particularly described as follows:

Eagle Falls Area I:	Lots 1 through 10 and any and all other land located between the north right of way line of Eagle Falls Road and the South lot lines of Lots 1 through 10;
Eagle Falls Area II:	Lots 1 through 13, 15 through 20, 23, 24, 26, 27, 28, 30 and any and all other land, including but not limited to that land designated as "Reserved and Not a Lot", lying between the north right of way line of the powerline and the reservoir;
Eagle Falls Area III:	Lots 1 through 11 and any and all other land lying between the north right of way line of the powerline and the north right of way of Eagle Falls Road, whichever is in closer proximity to the reservoir, and the reservoir;

Together with 30 foot wide easements, 15 foot wide on both side of the centerline, on all existing roads and driveways that provide access to the lots in Eagle Falls Areas I, II & III from Eagle Falls Road and **containing in total 45.16 acres, more or less**.

Tract 2 - Soft Maple Flow, north side

Being all that certain tract of land in the Towns of Croghan and Watson, Lewis County, New York, as shown on that certain map prepared by Dickerson, Czerwinski & Warneck, dated August, 1971 and recorded in the Lewis County Clerks Office as Map No. 408, and more particularly described as lots 1 through 5, 7 through 10, 19 through 139, and all land shown as "corridor" lying between lots 22 & 23, 26 & 27, 36 & 37, 41 & 42, 52 & 53, 62 & 63, 76 & 77, 80 & 81, 81 & 82, 83 & 84, 109 & 110, all that land shown as "boat launch" lying between lots 88 & 109, 4, 5 & 7, all that land between lots 89, 90, 91, 92, 94, 97, & 96, and all that land between lots 122, 123, 124, 129, 130, 132, 133, 134 & 135 and all that land between lots 1 and 111, and all that land within the road ways that lie adjacent to or between the lots , corridors or land areas referenced above, and **containing 74.00 acres more or less.**

EXCEPTING AND EXCLUDING from the premises described above, that portion or portions described in the following instruments:

a) Deed from St. Regis Paper Company to Northern New York Utilities Inc. dated 6/20/23 and recorded 6/26/23 in Liber 143 cp 587 in the Lewis County Clerk's Office;

b) Deed from St. Regis Paper Company to Northern New York Utilities Inc. dated 4/14/26 and recorded 4/24/26 in Liber 151 cp 139;

c) Deed from St. Regis Paper Company to Northern New York Utilities Inc. dated 7/30/29 and recorded 8/14/29 in Liber 159 cp 563;

d) Deed from St. Regis Paper Company to Alvin B. Farney dated 9/12/45 and recorded 10/1/45 in Liber 200 cp 359 in the Lewis County Clerk's Office;

e) Deed from St. Regis Paper Company to Carthage Rod & Gun Club Inc. dated 4/22/48 and recorded 9/4/48 in Liber 211 cp 570;

f) Deed from St. Regis Paper Company to Paul G. Germann and Doris L. Germann dated 3/10/55 and recorded 5/13/55 in Liber 233 cp 8, corrected by deed dated 6/17/55 and recorded 7/28/55 in Liber 233 cp 422 in the Lewis County Clerk's Office;

g) Deed from Champion International Corporation to Woodgate Properties dated 12/28/92 and recorded 12/31/92 in Liber 555 cp 61 in the Lewis County Clerk's Office;

h) Deed from Champion International Corporation to Thomas E. Duflo, Maria D. Vanier and Jeffrey T. Duflo dated 11/10/93 and recorded 11/12/93 in Liber 566 cp 88 in the Lewis County Clerk's Office.

FURTHER EXCEPTING AND EXCLUDING from the premises described above the following parcels generally described as follows:

ALL THOSE TWO TRACTS OR PARCELS OF LAND, situate in the Towns of Croghan and Watson, County of Lewis, and State of New York generally described as follows:

EXCEPTION I

ALL THAT TRACT OR PARCEL OF LAND, situate in Macomb's Purchase, Great Tract No. 5, Ranges 11, 12 and 13 East, and 17, 18, 19 and 20 North, in the Chassanis Tract, Town of Croghan, County and State aforesaid, and being more particularly described as follows:

BEGINNING at a point at the centerline of the town road known as Long Pond Road at its intersection with the so-called "Blue Line" marking the west boundary of the Adirondack Park, as described in Subdivision 1, §9-0101 of the Environmental Conservation Law, which line is also the division line between Ranges 10 and 11 East in the Chassanis Tract;

Thence southerly along said Blue Line and 10, 11 East Range line, 4,500± feet to a point at the centerline of the town road known as Prentice Road;

Thence easterly along the centerline of Prentice Road, 3,165 ±feet to a point on the western property line of lands now or formerly of Maynard Monnat (Liber 214 of Deeds, page 88);

Thence along the boundary line of said Monnat lands the following five (5) courses and distances:

1. Northerly, 1,122± feet to a point;
2. Easterly, 1,254 feet to a point;
3. Easterly, 1,003.2 feet to a point;
4. Northerly, 169.62 feet to a point;
5. Easterly, 363± feet to a point at the centerline of Prentice Road;

Thence easterly along the centerline of Prentice Road, 4,620± feet to a point at the west boundary line of lands of Future Farmers of America (Liber 231 of Deeds, page 96), said point being on the division line between Ranges 12 and 13 East in the Chassanis Tract;

Thence northerly along said Future Farmers of America lands, 6,410± feet to a point at the centerline of the Oswegatchie River (west branch);

Thence southwesterly along the centerline of said river, 1,023± feet to a point in the west line of lands now or formerly of Buckingham et al. (Liber 477 of Deeds, page 48);

Thence along the westerly boundary line of said Buckingham lands the following seven (7) courses and distances:

1. Northerly, 1,419 feet to a point:
2. Easterly, 1,122 feet to a point;
3. Northerly, 462 feet to a point;
4. Easterly, 138.6 feet;
5. Northerly 1,023 feet;
6. Easterly, 330 feet;
7. Northerly, 2,857 feet to the division line between Ranges 20 and 21 North and lands now or formerly of Lassiter Properties (Liber 504 of Deeds, page 267);

Thence westerly along said Lassiter Properties lands and the 20,21 North Range line, 5,082 feet to the 11, 12 East Range line and lands now or formerly of Zehr (Liber 579 of Deeds, page 61);

Thence southerly along said Zehr lands and along the 11, 12 East Range line, 7,392 feet to a point at the northwest corner of lands now or formerly of Dillon (Liber 617 of Deeds at page 23);

Thence the following six (6) courses and distances along the north line of said Dillon lands:

1. Easterly, 26.4 feet to a point,
2. Northerly, 132 feet to a point;
3. Easterly, 349.8 feet to a point;
4. Southeasterly, 330 feet to a point;
5 Easterly, 406.56 feet to a point;

6. Southeasterly 703.56 feet to a point at the northerly bank of the Oswegatchie River, (west branch);

Thence southwesterly, downstream along the northerly bank of said river, 1,082.4 feet to a point at the 18, 19 North Range line of the Chasssanis Tract,

Thence westerly along the 18, 19 North Range line and along lands of various owners, 4,215± feet to lands formerly of S. H. Snell (Liber 58 of Deeds, page 61);

Thence southerly along the east line of said Snell lands, 825 feet to a point;

Thence southwesterly along the south line of said Snell lands, 825 feet to a point;

Thence westerly along the south line of said Snell lands, 186.12 feet to a point;

Thence northerly along said Snell lands, 455± feet to a point in the centerline of the aforesaid Long Pond Road;

Thence westerly along the centerline of Long Pond Road, 225± feet to the POINT OF BEGINNING.

Containing 1,650 acres more or less.

BEING part of the First and Sixth Parcels and all of the Third Parcel in a conveyance by Fred C. Pierce, Fred W. Coburn and Henry Purcell, Executors and Trustees under the Last Will and Testament of Theodore B. Basselin, to St. Regis Paper Company dated September 30, 1920 and recorded October 5, 1920 in the Lewis County Clerk's Office in Liber 136 of deeds at page 510.

EXCEPTION II

ALL THAT TRACT OR PARCEL OF LAND, situate in Macomb's Purchase, Great Tract No. 5, Lots 3, 20 and 21 of Watson's East Triangle, and John Brown's Tract, Township 4, Town of Watson, County and State aforesaid, and being more particularly described as follows:

BEGINNING at the northwest corner of lands of The People of the State of New York, said point also being the northwest corner of Lot 4 of Watson's East Triangle;

Thence easterly along the north line of said Lot 4, 2,769.36 feet to a point on the Lewis/Herkimer County line;

Thence northerly along said county line, 600± feet to the centerline (or the extension thereof) of a road ;

Thence westerly along the centerline of said road, 4,100± feet to a road intersection;

Thence southerly along the centerline of a road, 4,580± feet to a road intersection;

Thence easterly along the centerline of a road, 3,800± feet to a point;

Thence easterly, 325± feet to a point on the Lewis/Herkimer County Line;

Thence northerly along said County Line, 1,010± feet to a point on the south line of Lot 4, Watson's East Triangle;

Thence westerly along the south line of Lot 4, 2,831.4 feet to a point marking the southwest corner of said Lot 4;

Thence northerly along the west line of Lot 4, 3,800.94 feet to the POINT OF BEGINNING.

Containing 155 acres, more or less.

BEING portions of lands conveyed to St. Regis Paper Company by three deeds: 1) by Clarence L. Fisher, et al, dated November 21, 1922 and recorded in Liber 142 of Deeds, page 499; 2) by Durwood F. Dayhard dated June 29, 1965 and recorded in Liber 286 of Deeds, page 58; and 3) by Fred C. Pierce, et al, dated September 30, 1920 and recorded in Liber 136 of Deeds, page 510. The St. Regis Paper Company, subsequently known as St. Regis Paper Corporation, merged into Champion International Corporation, certificate filed in the New York Department of State on January 31, 1985.

PARCEL III

FURTHER EXCEPTING from the premises described above, all those certain tracts or parcels of land located in Lewis County, New York lying west of the so called "Blue Line" and outside of the boundary of the Adirondack Park, as defined and described in §9-0101 of the Environmental Conservation Law, being a portion of the lands conveyed to Heartwood

Forestland Fund III, L.P. by The Conservation Fund by bargain and sale deed with covenant dated the date hereof and intended to be recorded in the Clerk's Office of Lewis County, New York.

ALL as shown on "Map showing Champion International Corporation Lands known as 'Croghan Tract' Projects: Herkimer 130 and Lewis 207", last revised June 25, 1999, by Michael J. Contino, Assistant Land Surveyor III, filed in the Department of Environmental Conservation in Albany, New York, as Map No. 11,535 and filed in Lewis County on June 28, 1999 in Map File # 2787.

ADDENDUM B

OBJECTIVES OF THE GRANT

Forest Management Objectives:

Allow the protected property to be managed as an economically viable investment.

Maintain acceptable periodic investment returns from forest products in perpetuity.

Practice sustainable forestry.[1]

Participate in a partnership to preserve working forests and natural resources.

Maintain a broad range of silvicultural options and opportunities to achieve management goals.

Conservation Objectives:

Protect riparian zones and wetlands from negative impacts of timber harvests and associated road construction.

Maintain a primarily forested landscape or other natural habitat conditions to advance principles of sustainable forestry.

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1. Goals of Sustainable Forestry:

Maintain soil productivity and prevent erosion.

Conserve water quality, wetlands and riparian zones.

Provide the opportunity for the continuous flow of timber, pulpwood, and other forest products.

Work toward a balance of forest age classes and native species composition as a long term objective.

Maintain or improve the overall quality of the timber resource.

Conserve habitats for plant and animal species, across the landscape.

Conserve scenic quality.

Protect unique or fragile areas.

Allow opportunities for recreational use.

Provide benefit to local forest products industry and recreational interests.

Protect property from excessive parcelization.

Manage property to allow and encourage public recreational access while avoiding risks to the public from conflicts with forest management operations.

Public Recreation Objectives:

Provide various non-motorized public recreation opportunities including, but not limited to, biking, hiking, hunting, fishing, camping, birdwatching, and canoeing.

Provide access to motorized public recreation including, but not limited to, access for the physically challenged, snowmobiling, and all terrain vehicles.

Provide public access to watercraft and watercraft-camping experiences along State-owned river corridors.

ADDENDUM C

SUMMARY OF SILVICULTURAL OPTIONS BY TYPE CLASS
CHAMPION INTERNATIONAL LANDS
NEW YORK REGION

A) OBJECTIVE: The purpose of this Addendum is to outline for this Conservation Easement silvicultural options for the former Champion International Corporation ("CIC") lands in New York. The primary goal being to create an overall silviculture matrix that can be incorporated by the Grantor into the Forest Management Plan, Annual Work Plan, and other requirements of the Easement so that the Purposes of the Grant can be achieved.

B) ASSUMPTIONS:

1) Grantor's investment strategy is to manage the land for long-term appreciation building towards a strong exit value in a 20 year period. Future owners will be looking to manage in a sustainable fashion as well due to the Purposes of the Grant.

2) The Easement has been crafted to leave future owners a broad range of silvicultural options that provide for an array of economic options with the aforementioned Goals of Sustainable Forestry.

3) The CIC lands are for all intents and purposes an even-aged forest that has been managed as such. To restrict even-aged techniques could alter the investment opportunities for current and future investors which would be contrary to the Purposes of the Grant.

4) These silvicultural options will be directed at the four broad Adirondack forest types presented as follows:

ADIRONDACK REGION FOREST TYPES: There are four major Adirondack Forest Types. These types represent the major forest conditions that are found on the CIC lands.

1) Spruce-fir flats: These stands are found on the lower elevation flats adjacent to wetlands and bogs. Quite often they are pure types on shallow and somewhat poorly drained soils. There will be little type conversion in these areas regardless of the management strategy implemented. Management limitations are primarily in the form of buffering water bodies and leaving a residual basal area of 30 square feet of basal area.

2) Low & Mid Slope Mixedwood Types: As the forest moves up slope from the softwood flats Mixedwood types dominated by Red maple, Yellow birch, Red spruce and Hemlock begin to dominate. These are very variable stand types that are typically called R types for their dominating Red maple component. These are moderately productive sites with type conversion opportunities to more productive softwood stocking, and often

excellent sites for high quality Red maple and Yellow birch sawtimber production.

3) Upland Mid Slope Hardwood Types: These are the most productive and valuable sites in the Adirondack Region. They are dominated by Sugar maple, White ash, Red maple, and Black cherry. These sites are found with the deepest and most fertile soils, the highest quality timber, and the best long-term potential for increasing stand value through silvicultural prescriptions. They are found on the mid slopes and up to where soils start to thin and elevation becomes a detrimental factor to growth and stem quality.

4) Upper Elevations Slopes: These are inferior Hardwood sites that are dominated by American beech, Yellow birch, and Red spruce. Sugar maple and Red maple are only minor components. Much of these areas have lower quality timber and difficult operational conditions.

C) SILVICULTURAL OPTIONS BY TYPE CLASS:

1) Spruce-fir flats: In general these types will be treated to maintain a vigorous softwood resource while simultaneously taking care to protect the riparian and water quality issues associated with this ecologically sensitive area.

A) Group Selection: This will be the most common method for working in this type class. These types tend to be on wetter soils with a high incidence of windthrow when partially cut. The use of multi-aged stands comprised of small even-aged pockets is an effective means for harvesting mature value while preparing the site for regenerating softwood. To properly utilize this method, the groups will be in reality a string of small group openings connected by skid trails. The goal being to limit impact on the residual stand and maintain a more irregular stand structure. In general, never more than 1/3 of the basal area shall be removed in any one entry. By avoiding fixed strip layouts, one can select the most mature or at risk timber and avoid the best growing stock. These cuts can be done either through mechanical or traditional cutting methods; the choice being driven by the stocking level and size of the advanced regeneration present.

B) Strip and Patch Cuts: In very uniform stands in need of regeneration, or in areas where salvage is the objective, the use of large patch cuts or uniform strips will be the option of choice. With these sites being readily regenerated to softwood and often having strong Spruce understories, the removal of the overstory utilizing larger openings would be appropriate. Mechanical harvest methods will be very key to the success of these cuts. Cuts will not exceed 15-25 acres, but option to exceed is maintained to insure future salvage opportunities are not precluded.

2) Low & Mid Slope Mixedwood Types: Represent some of the best silvicultural opportunities for increasing stand values through type conversion or species modification to favor the most vigorous elements of both the overstory and understory. With variable stand structures, several strategies can be employed to maximize value growth. In regeneration options favor Spruce, and Yellow birch and, where soils and seed source allow, Black cherry.

A) Release Cuts: These will in effect be partial overstory removal harvests, but for the most part carried out using very small patch or group selection techniques. These stands often have three size classes present. They are comprised of a mixture of unacceptable hardwood, acceptable hardwood and softwood poletimber and sawtimber, and finally a vigorous combination of Spruce and Yellow birch in the understory. As treatments are laid out, the goal will be to remove, in groups, overtopping unacceptable growing stock and financially mature sawtimber to release existing advanced seedling and sapling Spruce and Yellow birch. These cuts will primarily be under one acre in size, but in some very well regenerated stands could reach up to the 25 acre limit of the Adirondack Park Agency (APA) rules. Mechanical harvest methods will be very key to the success of these cuts. In general 25 to 33 percent of the basal area shall be removed.

B) Patch or Group Regeneration Cuts: On the more upland sites the creation of openings to favor intolerant Cherry can be the goal of these treatments. In a sense one is removing unacceptable and maturing overstory to create openings and disturb the site to favor the development of a new seedling class. There are some of these stands that due to prolonged high-grading should be regenerated in their entirety. While the Grantor may not chose this option the ability to carry out larger overstory removal or regeneration harvests should be maintained for future owners. In general 25 to 33 percent of the basal area shall be removed, with the option for broader harvest levels where overstory conditions dictate.

C) Combined Group and Individual Tree Selection Treatments: For a third option where there is a higher level of currently available growing stock, yet stands that either require thinning or the first levels of regeneration work a combination of small groups and the selection of individual trees will be a very effective means of managing these types. In this scenario the stand is treated with small group cuts on a hitch or multiple hitch sized openings (6-25 trees). Adjacent to these openings individual high value or volume stems that are deemed appropriate for removal are simultaneously harvested. This treatment can capture current value, release growing stock, reduce residual stand damage, and create multi-aged stands that build stand value while meeting aesthetic concerns.

D) Light Two-stage Shelterwoods: Where there is a poor overstory, or one with a limited sawtimber component that can be carried for 10 to 15 years the initiation

of Two stage shelterwoods will be an effective means of regeneration. The justification for two stage versus three is that these sites are often too shallow or favor softwood sufficiently that attempting three cuts on a short cycle would be ineffective due to site limitations and potential losses to blow-down. Additionally, this practice builds future value by utilizing the first cut as a pulpwood harvest leaving as much of the residual sawtimber growing stock as possible. This practice is also very effective for allowing the development of Spruce, Cherry and Yellow birch in the understory. These cuts would utilize the group shelterwood system due to variable stand and soil conditions. First cut would leave 60 to 70 square feet of residual BA depending on initial stocking and species composition.

E) Improvement Cuts: In those stands in this type class where current stocking levels are represented by a sufficient basal area of acceptable growing stock, partial cuts in the form of improvement thinnings would be very appropriate. Utilization of clustered thinnings would be the on-the-ground methodology. These modified traditional thinnings are designed to concentrate removals and the impact on the residual stand and soils. The release of Spruce, Yellow birch and Cherry crop trees would be the objective. Residual stand stocking would be in the 75 to 110 square feet in the mixed wood components, 60 to 70 square feet in the hardwood areas, and 80 to 150 in the softwood dominated portions of this type class.

3) Upland Mid Slope Hardwood Types: It is in these types where two major concerns are found that will be addressed very differently from a silvicultural standpoint. In those stands that have been harvested to such an extent that there is ample hardwood regeneration on the ground and a declining overstory, the use of release treatments will be suggested. On those higher quality and better stocked sites, with sufficient acceptable sawtimber growing stock, more cautious partial cuts will be implemented.

A) Overstory Removal or Release Harvests: These treatments are appropriate for the Northern Hardwood stands that CIC has reduced to under 60 sq. ft. of basal area and subsequently, due to a wide range of factors, are suffering from decline and the incidence of mortality in the overstory. While the goal will be to avoid clear-cuts of over 25 acres (or 15 in Wild River corridors) many of these stands are sufficiently stocked with 30 square feet of understory and a residual of 10 square feet can be left thereby complying with the 25 acre clear-cut limitation. More importantly though is the need to recognize that these stands offer cash flow, need treatment to avoid loss of overstory value due to decline, and the release of the vigorous understory will allow poletimber stands of acceptable growing stock to develop. Mechanical felling is a must to sustain understory.

B) Improvement Thinnings or Crop Tree Release: Where these stands have not been treated by CIC and are still in the poletimber to sawtimber classes, the use of thinnings in the form of improvement/ crop tree release cuts will serve sustainable

investment goals very well. While these treatments might be characterized as thinnings from below, the thinnings will be more evenly distributed across the range of diameter classes. Chosen for removal will be unacceptable growing stock and financially mature sawtimber. The residual basal areas will be in the 60 to 90 square feet per acre range. The goal being to have the next thinning set for a 10 to 15 year cycle. Typically these thinnings will occur in stands typed H2A and H3A. The H3A stands will be those on the lower end of the size and stocking requirements as typed by CIC.

C) Individual Tree Selection: In those limited acres of the most mature Northern Hardwoods typed as H3A (higher end of size and stocking) and H4A on the best sites, more classic individual tree selection treatments would be used to lightly thin these stands to maximize volume and value growth. This treatment would be employed on the best sites where current stocking levels are well over 100 square feet per acre with the majority of the growing stock considered of acceptable quality. The goal being here to remove pulpwood quality stems, some mature sawtimber, and maintain as much sawtimber volume as the site can carry and still demonstrate good growth rates. Some of these cuts will in effect be thinnings from below. There may be opportunities to stress uneven-aged silviculture where site quality, access, age and size class distributions allow.

D) Three Stage Shelterwoods: On good sites where the current overstory is of insufficient quality to be desirable for the long-term, the implementation of 3 stage shelterwoods would be an effective means of currently reducing unacceptable growing stock levels in the first entry and building future value and regeneration opportunities for the next owner of the investment. The key to the use of this treatment is that the stands at present are relatively well stocked, but are somewhat short on acceptable growing stock in the sawtimber size classes. These conditions justify the implementation of regeneration actions versus thinnings or improvement cuts. This would represent a small acreage in this general type class.

4) Upper Elevations Slopes: As these are stands often found with poor species composition and low site quality, treatments should reflect caution so as to not stress the residual stand. Light thinnings and carefully implemented regeneration harvests are suggested. Visual impacts are an important consideration as these stands are found at higher elevations.

A) Improvement Thinnings: Improvement cuts implemented by utilizing clustered thinnings will be very effective in these types. The cluster thinning method is a modification of group selection techniques that allow for low residual stand damage, yet effective crop tree release. Skidding is avoided near crop trees and areas where advanced regeneration may be established can be bypassed. The goal is to create a stand that is at or near the B-line and with a higher percentage

of acceptable growing stock.

B) Group Selection: Create conditions that will favor the development of intolerant species of higher value such as Birch and Ash in stands dominated by poor quality Red maple and American beech. To reduce the Beech component is the goal. The more drastic reduction of the canopy closure can allow for the Spruce and Birch to develop and compete with the vigorous and very tolerant Beech understory found in this type class. In addition, as some of these sites are difficult, the use of group cuts can minimize damage and lower logging costs.

In both of these techniques, the use of mechanical felling and bunching with a high speed circular saw head is suggested. This technology can be effective in the protection of acceptable stems in both the understory and overstory, as well as providing an opportunity to destroy as much of the competing Beech regeneration as is reasonably possible.

ADDENDUM D

GLOSSARY OF FORESTRY TERMS

BUFFER ZONE Areas on the edge of protected areas that have land use controls and allow only activities compatible with protection of the core area. ("Technologies to Maintain Biological Diversity" U.S. Congress Office of Technology Assessment, 1987, p.313)

CHIPPER Machine used to reduce logs or trees to chip size for use at paper mills, wood energy installations, etc. ("Handbook For Eastern Timber Harvesting" USDA Forest Service, #NA-GR-2, 1979 p.130)

CLEARCUT The cutting in which the entire stand is removed in one cutting, reproduction obtained artificially, or by natural seeding. ("Forestry Handbook" Second Edition, 1984, p.418)

FOREST 1. A collection of stands administered as an integrated unit. (Smith, David "The Practice of Silviculture" Seventh Edition, 1962, p.18)

2. Communities formed by trees with a canopy cover of at least 61 percent or more at maturity, with tree crowns usually interlocked. ("Ecological Communities of New York State" N.Y. Natural Heritage Program, 1990, p.81)

FOREST STAND A contiguous group of trees sufficiently uniform in species composition, arrangement of age classes, and condition to be a homogenous and distinguishable unit. (Smith, David "the Practice of Silviculture" Seventh Edition, 1962, p.18)

FORESTER A person who has been professionally educated in forestry, who possesses a Bachelor of Science degree in forestry from an educational institute with a forestry curriculum accredited by the Society of American Foresters.

FORESTRY The scientific management of forests for the continuous production of goods and services. ("Forest Terminology" Society of American Foresters p.18)

FORWARDER A machine used to carry logs to a landing. Usually applied to the specialized vehicles built specifically for this purpose.

LANDING A place where logs are accumulated and sorted prior to loading and hauling to market. ("Handbook For Eastern Timber Harvesting" USDA Forest Service, #NA-GR-2, 1979, p.132)

PULPWOOD Wood cut or prepared specifically for conversion to paper pulp. ("Handbook For Eastern Timber Harvesting" USDA Forest Service #NA-GR-2, 1979, p.132)

REGENERATION The act of replacing old trees, either naturally or artificially. Also refers to

the new growth that develops. (Smith, David "The Practice of Silviculture" Seventh Edition, 1962, p.10)

SPECIES A natural group of plants composed of similar individuals that can produce similar offspring. (Leopold, McComb & Muller, "Trees of the Central Hardwood Forests of North America" 1998 p.453)

SAWTIMBER Trees that will yield logs suitable in size and quality for the production of lumber ("Forest Terminology" Society of American Foresters, p.72)

SITE CLASS A designation of the relative productive capacity of a site with reference to the species employed. ("Forestry Terminology" Society of American Foresters, p.15)

SILVICULTURE The art of producing and tending a forest; the application of knowledge of silvics in the treatment of a forest; the theory and practice of controlling forest establishment, composition and growth. (Smith, David "The Practice of Silviculture" Seventh Edition, 1962, p.1)

SKIDDER A machine used to skid logs or trees to a landing. Usually applied to the specialized four-wheel-drive rubber-tired vehicles built specifically for this purpose. ("Handbook For Eastern Timber Harvesting" USDA Forest Service, #NA-GR-2, 1979, p.133)

SKID TRAIL The road or trail used to drag, or skid, trees from the stump to the log landing.

STOCKING An indication of the relative density of a stand, or degree of crowding or competition among the trees that comprise a stand. ("A Silvicultural Guide For White Pine In The Northeast" USDA Forest Service #NE-41, 1978, p.4)

SUSTAINED YIELD The achievement and maintenance in perpetuity of a reasonable regular periodic output of the various renewable resources without impairment of the land's productivity. (Chambers, Robert "Integrating Timber and Wildlife Management Handbook" 1983, Chapter 1 P.1-2)

Proceeding 10088
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Champion Tooley Pond Tract
St. Lawrence 239B
Champion/Santa Clara Tract
St. Lawrence 246B

CONSERVATION EASEMENT

This Indenture, made this 30th day of June 1999, between **THE CONSERVATION FUND** having its principal office at 1800 North Kent Street, Suite 1120, Arlington, Virginia, 22209-2156, 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 50 Wolf Road, Albany, New York 12233-0001, Grantee.

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

WHEREAS, the Protected Property is shown on the following maps intended to be filed in the Office of the Clerk of the County listed thereon, prior to the recording of this Conservation Easement, hereinafter referred to as "Maps of the Protected Property":

1. "Map showing Champion International Corporation Lands known as Tooley Pond Tract designated as Project: St. Lawrence 239", dated June 25, 1999, by Robin A. Disbro, Assistant Land Surveyor II, filed in the Department of Environmental Conservation in Albany, New York, as Map No. 11,536, filed in the St. Lawrence County Clerk's Office on June 28, 1999 as Instrument No. 1999-12815, in Envelope 385B;

2. "Map showing former Champion International Corporation Lands being a portion of lands known as Santa Clara Tract designated as Project: St. Lawrence 246", dated , 1999, by Mark T. Effley, Assistant Land Surveyor II, filed in the Department of Environmental Conservation in Albany, New York, as Map No. 11,537, filed in the St. Lawrence County Clerk's Office on June 28, 1999: Sheet 1, as Instrument No. 1999-12816, in Envelope 386A, Sheet 2, as Instrument No. 1999-12817, in Envelope 386A; and

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

WHEREAS, the Protected Property in its present natural condition has substantial and significant natural resources value by reason of the fact that it has historically been managed for silvicultural purposes and for the production of timber, and that it has not been subject to any extensive development; and

WHEREAS, the Department of Environmental Conservation desires to implement the Environmental Conservation Law in a way that encourages various forms of public recreation upon the subject lands, protects the subject lands from excessive subdivision and development, and ensures that the subject lands continue to contribute to the forest products industry; and

WHEREAS, the Adirondack 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 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 Environmental Conservation Law, the Grantee has determined it to be desirable and beneficial and has requested the Grantor, for itself and its successors and assigns, to grant a Conservation Easement to the Grantee in order to limit the future development of the Protected Property while encouraging compatible uses consistent with the statement of purposes of the grant below;

PURPOSE OF THE GRANT

Grantor its agents, assigns and successors-in-interest and Grantee acknowledge the Purposes of this Easement are as follows (hereinafter "Purposes of this Grant"):

1). The principle objective of this Easement is to perpetuate, as a sustainable working forest, the productive forest resources on the Protected Property ; to encourage the long-term, professional management of those forest resources; and to facilitate the biologically and economically sustainable production of forest resources while minimizing the impacts on water quality, scenic benefits, wildlife habitat, recreational and other conservation values.

2). The second objective of the Easement is to conserve the wildlife habitat and other natural resource features associated with the Protected Property, especially the diversity of forest types and conditions.

3). The third objective of the Easement is to provide opportunities for Public Recreation in a manner that is consistent with the forest management and resource conservation purposes outlined above.

WHEREAS, by this deed and deeds and conservation easements of even date hereof, Grantor is conveying to Grantee fee title and conservation easements over lands in Lewis, Herkimer, St. Lawrence and Franklin Counties, for a total consideration of TWENTY-FOUR MILLION NINE HUNDRED NINETY-SEVEN THOUSAND AND NO/00 DOLLARS ($24,997,000.00);

NOW, THEREFOR, Grantor, for said total consideration of $24,997,000.00, lawful money of the United States, paid by the Grantee, receipt of which is hereby acknowledged, grants, conveys and releases to the Grantee and its successors forever for the benefit of the Grantee, an easement in perpetuity pursuant to Article 49, Title 3 of the Environmental Conservation Law in, on, over, under and upon the Protected Property consisting of entry, inspection and limited public recreational access and use, as hereinafter more fully described together with the DECLARATION OF RESTRICTIONS as hereinafter delineated and enumerated in the Section of that name, which restrictions the Grantor hereby imposes upon the Protected Property in perpetuity.

The Grantor, however, reserves to itself and its successors and assigns the rights hereinafter more fully set forth in the Section captioned RESERVED RIGHTS along with all rights as fee owner including the right to use the property for all purposes not inconsistent with this Easement.

AFFIRMATIVE RIGHTS

Those rights agreed to by the parties herein as running with the Protected Property are more fully described as follows:

1). The Grantor grants to the Grantee, its successors and assigns, the right to view the Protected Property in its current state.

2). The Grantor grants to the Grantee, its successors and assigns, rights of access to the Protected Property including the right of access for administrative purposes and the right of public access for recreational purposes only, subject to the TERMS AND CONDITIONS and RESERVED RIGHTS set forth herein.

3). The Grantor grants to the Grantee, its successors and assigns, the right and responsibility to manage the public on the Protected Property in accordance with the purposes of this Easement, the Land Management Plan, as defined in the TERMS AND CONDITIONS of this Easement, and operable laws and regulations administered by the State of New York.

4). The Grantor grants to the Grantee, its successors and assigns, a right of public access for recreational purposes, to include the following:

(a). Public access to and over the Protected Property by foot, bicycle or other non-motorized means including hiking, snowshoes, cross-country skiing, mechanized aids for persons with disabilities, and/or horseback. The use of horses or other similar animals for riding or transportation of supplies is permitted.

(b). Public access to and over the Protected Property by canoe and other waterborne travel by the public on any streams or bodies of water crossing or situated on the Protected Property.

(c). Public Access over specifically designated Motorized Access Corridors by motor vehicle or other mechanized means. As used herein, the term "motorized access" includes access by motor vehicle, snowmobile, all terrain vehicle, or other mechanized recreational vehicle. Only those Motorized Access Corridors which have been designated in the Land Management Plan and which have been specifically marked for the type of motorized vehicular

travel permitted shall be available for public recreational access. The Grantee is responsible for all necessary signs indicating the specific corridors which may be opened for public motorized access and the type of motorized access (e.g. motor vehicle, snowmobile, all terrain vehicle) permitted upon said specific corridors. Notwithstanding the foregoing, prior to the adoption of the Land Management Plan, the public may use Rifle Season Primary Access Corridors, as defined under TERMS AND CONDITIONS, for access by motor vehicle to the adjoining forest preserve lands owned by Grantee. The Rifle Season Primary Access Corridors are delineated on the Maps of the Protected Property.

The motorized public access provided for above is subject to the RESERVED RIGHTS of Grantor, including the right to close Motorized Access Corridors to public use in the manner and for the reasons specifically provided for in the RESERVED RIGHTS and TERMS AND CONDITIONS Sections of this Easement.

5). Grantee, its successors and assigns, shall have the right to construct and maintain new trails for foot, bicycle, or horseback travel by the public, to construct and maintain new parking lots, and to construct and maintain new Motorized Access Corridors in addition to those which may already exist on the Protected Property, so as long as such trails, parking lots, or roads do not interfere with the Grantor's Reserved Right of Forest Management, and as are provided for in Grantee's Land Management Plan or have been otherwise approved by Grantor, approval not unreasonably withheld. Any timber removed by the construction of these roads, trails or parking lots shall belong to the Grantor. Grantor shall be given reasonable time to remove such timber.

6). The Grantee, its successors and assigns, shall have the right to utilize on-site gravel in furtherance of Grantee's AFFIRMATIVE RIGHTS under this Easement, subject to the approval of the Grantor with regard to the location from which said gravel may be removed as described in the RESERVED RIGHTS Section of this Easement. The siting of said gravel removal area shall comply with all applicable laws and regulations. Grantor's approval of the siting of the gravel removal area shall not be unreasonably withheld.

7). The Grantee, its successors and assigns, shall have the right to permit camping by the public in the same manner as currently regulated (or to be regulated) on State lands, provided, however, that designated camping sites shall be delineated in the Land Management Plan.

8). The Grantee, its successors and assigns, shall have the right to permit the public to build fires for cooking, warmth or smudge only with firewood gathered from on-site dead and downed trees. Open fires will be regulated in the same manner as on Forest Preserve.

9). The Grantee, its successors and assigns, shall have the right to permit the public to hunt, fish and trap in accordance with established New York State seasons, applicable rules and regulations and the RESERVED RIGHTS section of this Easement.

10). The Grantee, its successors and assigns, shall have the right and responsibility to manage the fish and wildlife resources on the Protected Property in accordance with regulations or other generally accepted standards for the long term use and benefit of the public within this Easement's "Purposes of this Grant" Section.

11). Grantee, its successors and assigns, shall have the right and responsibility to take any emergency action necessary in response to natural disaster, environmental

hazard or threats to human safety to preserve the Protected Property and protect the public in response to natural disaster, environmental hazard or threats to human safety. The Grantor shall be immediately notified and consulted with regards to any such emergency action.

12). Grantee, its successors and assigns, shall have the right to enter the Protected Property at all reasonable times and with prior notice for the purpose of:

(a). Inspecting the Protected Property to determine if the Grantor is complying with the covenants and purposes of this Conservation Easement.

(b). Enforcing the terms of the Conservation Easement.

(c). Taking any and all legal actions with respect to the Protected Property as may be necessary or appropriate to remedy or abate violations hereof.

13). Grantee, its successors and assigns, shall have the right with the consent of Grantor, to construct, use, repair, maintain, improve, demolish, replace, expand or extend lean-tos, cabins or other structures designed to facilitate public recreation and management of the Protected Property subject to applicable laws and regulations and the provisions of the Land Management Plan. Should said structures no longer serve their intended purpose, Grantee shall remove such structures within two (2) years.

14). The public access granted herein shall be limited by Grantor's Reserved Rights to, among other things, conduct forest management activities (including the designation of closure zones); access and maintain principal buildings, structures and

uses set forth in APA Permit No. 98-313 per subdivided parcel and the forestry use structures provided for in the RESERVED RIGHTS Section of this Easement; exclude the public from one-acre tracts as provided for in paragraph nine (9) of the RESERVED RIGHTS Section of this Easement; and to exercise exclusive hunting rights on leased lands as provided for in paragraph seven (7) of the RESERVED RIGHTS Section of this Easement.

RESERVED RIGHTS

Notwithstanding the foregoing, the Grantor reserves to itself, its successors, lessees, invitees, contractors, agents and assigns the following rights with regard to the Protected Property:

1). The right to conduct commercial forestry activities related to the management of forest resources and harvesting of timber and other forest products in a manner consistent with the RESERVED RIGHTS and TERMS AND CONDITIONS of this Easement. Forest management and harvesting activities, as defined herein, shall be performed, to the extent reasonably practicable, to meet the following objectives and conditions:

(a) Objectives:

(i) To perpetuate as a sustainable working forest the productive forest resources on the Protected Property.

(ii) To encourage the long-term, professional management of the forest resources.

(iii) To facilitate the biologically and economically sustainable production of forest resources while minimizing the impacts on water quality, scenic benefits, wildlife habitat, recreational and other conservation values.

(b). Conditions:

(iv) To conduct forest management and harvest activities on the protected property in accordance with sound and generally accepted silvicultural standards at the time of harvest.

(v) To follow a written Forest Management Plan the goals of which will be consistent with the objectives above.

(vi) To implement the management plan under the supervision of a professional forester possessing a bachelor of science degree in forestry from an education institute with a forestry curriculum accredited by the Society of American Foresters.

2). The exclusive right to construct, install or place new forestry use structures as defined by the Adirondack Park Agency and new accessory structures customarily incidental and subordinate to forestry use activities, provided any such structures are specified in the Forest Management Plan or otherwise agreed upon by Grantor and Grantee, said consent not to be unreasonably withheld. Any such structures are

subject to review and approval pursuant to all laws and regulations applicable at that time by those regulatory agencies vested with such jurisdictional authority.

3). Grantor, its successors and assigns, reserves the right to place one forest products concentration yard, encompassing not more than ten (10) acres in size on each of the three large tracts [Tooley Pond, Santa Clara, Croghan] making up the Protected Property as identified on Maps of the Protected Property and as set forth in APA Permit No. 98-313. Grantor further reserves the right to construct one (1) commercial saw mill on the Protected Property. The location of said commercial saw mill shall be identified on the Maps of the Protected Property and as set forth in APA Permit No. 98-313. The area disturbed by said sawmill shall not exceed ten (10) acres in size. Nothing contained herein should be construed to remove the necessity of obtaining any permits or approvals otherwise required by law.

4). Grantor, its successors and assigns, reserves the right to subdivide the Protected Property into a maximum of thirteen individual parcels, the approximate boundaries of which are outlined on the Maps of the Protected Property and as set forth in APA Permit No. 98-313. Each of the thirteen parcels will have set aside a five (5) acre development site to be excluded from the public recreation rights provided for herein. Grantor reserves the right to post such areas as restricted from public use. The approximate location of these five (5) acre development sites and the principal buildings, structures and uses are set forth on the Maps of the Protected Property and identified in APA Permit No. 98-313. The five (5) acre development sites shall not be configured in a manner which restricts access on roads or trails which would otherwise be available to Grantee. Each five (5) acre development site will be

allowed two (2) principal buildings and accessory structures determined necessary by Grantor to compliment the land use. One of the principal buildings on each of the five acre development sites shall be either a single family dwelling, a private hunting and fishing club structure, or a private research, educational and/or administrative building associated with forestry and/or recreational use which also contains permanent and/or transient living quarters. A second principal building on each development site shall be limited to either a caretaker's residence or a guest cottage. In no event shall the two principal buildings on each site exceed 6,000 square feet in the aggregate. Except for administrative purposes associated with forestry, only non-commercial uses will be associated with each development site. Grantor further reserves the right to construct a one-story boathouse on Lake Ozonia, parcel 53, Town of Santa Clara subject to APA Permit No. 98-313. It is acknowledged that APA Permit No. 98-313 governs the final location of any new structure. The five (5) acre limitation to each development area shall not apply to water and sewer facilities in the event the Adirondack Park Agency determines that additional contiguous space is needed for those services to accommodate the proposed use. No such limited use of additional area beyond the five (5) acre development site will impede the public recreational opportunities provided pursuant to this Conservation Easement. Any structure on the Protected Property determined to be of historic significance pursuant to Section 14.09 of the New York State Historic Preservation Act of 1980 shall not be considered as one of the principal buildings, structures or uses set forth in APA Permit No. 98-313, unless Grantor elects to utilize such historic structure as one of its principal buildings upon a particular subdivided parcel. Any historic structure which Grantor is required to

preserve, but which is not used as an allowed principal building, may not be occupied for any purpose.

5) The right to lease the protected lands to existing or successor Hunting and Fishing Clubs for a period of fifteen years from closing and the right to let, occupy, use, repair maintain, demolish, vacate, but not expand or extend, hunting and fishing camps for a period of fifteen years from closing. "Hunting and Fishing Camps" shall be defined as existing structures, including associated outbuildings, located on the Protected Property which are owned by individuals or organizations for hunting, fishing and trapping purposes pursuant to leases granted by Champion International Corporation. Within three (3) years after the termination of this reservation, it shall be the responsibility of the Grantor to acquire the legal authority and implement removal or demolition of all such Hunting and Fishing Camps, buildings, outbuildings, lessee postings and refuse which exist on the property at the time by burning and burying the rubble subject to existing laws and regulations.

6). Grantor reserves the right to allow, at it's sole discretion, Hunting and Fishing Camps currently located on the Forest Preserve lands to be relocated to the Protected Property, where existing leases encumber lands that are both partly on the Protected Property and partly on adjoining Forest Preserve lands. The siting of the new location for such camps shall be subject to the DECLARATION OF RESTRICTIONS herein and consent of the Grantee, which consent shall not be unreasonably withheld. Any such relocated Hunting and Fishing Camp must be the same size as the original, and constructed and located in a manner which is in full compliance with federal, state and local laws and regulations. All other provisions

of this Conservation Easement shall govern the use and occupancy of the relocated Hunting and Fishing Camps.

7). The Grantor, its successors, assigns, lessees and invitees reserves the exclusive right to hunt during the period of September 1 through December 31 of each year for a period of 15 years from closing, subject to applicable laws and regulations. The reserved hunting rights permit the exclusive right to post all hunting boundaries consistent with the hunting rights reserved herein and the applicable posting laws. Grantor or its agents can assign any such posting rights to its lessees.

During the period of September 1 through December 31, 1999 any and all public use of the Protected Property shall be prohibited with the exception of roads or trails designated as Rifle Season Public Access Corridors on Maps of the Protected Property. During the rifle season for white tail deer within the remaining period of 15 years from closing, any and all public use of the Protected Property shall be prohibited with the exception of roads or trails designated as Rifle Season Public Access Corridors in Maps of the Protected Property or in the Land Management Plan. Grantee shall erect signs, gates, fences or barriers as may be necessary to carry out limitations on public use as set forth in this paragraph. Grantee shall enforce said restrictions on public use through the use of signage and gates. It is mutually understood that the "rifle season for white tail deer" shall not be interpreted to include muzzle loading rifle season.

8). Where practicable, Grantor agrees to first offer any vacated existing leases to those lessees previously occupying lands entirely acquired by the State in fee simple.

9). Grantor reserves the right to exclude from the public recreation rights provided for herein, including the right to post such areas as restricted from public use, a one (1) acre area surrounding each of the leased Hunting and Fishing Camps. The one (1) acre area surrounding each leased Hunting and Fishing Camp shall not be configured in a manner which restricts access on roads or trails which would otherwise be available to Grantee. Furthermore, Grantor reserves the right for its lessees to access leased lands and camps on the Protected Property across existing roads closed to the public where the primary and secondary public corridors are inadequate. The one (1) acre area around each leased Hunting and Fishing Camp authorized herein shall be excluded from public use throughout the year during the fifteen (15) year period during which such camps are authorized, any seasonal limitation on hunting rights notwithstanding. In cases where multiple Hunting and Fishing Camps are located in close proximity to each other, a common area equal to one acre per Hunting and Fishing Camp may be excluded from public use under the terms of this paragraph.

10). Grantor reserves the right to use, repair, maintain, improve, correct, upgrade or otherwise relocate any and all existing trails, paths and roadways on the Protected Property and to construct such new roads and trails as are necessary for the implementation of the Grantor's reserved right to harvest forest products, or to gain access to other lands of the Grantor subject to the TERMS AND CONDITIONS of this Easement.

11). Grantor reserves the right to utilize on-site gravel under this Easement. Grantor further retains the right to designate the location from which Grantee may

remove gravel, provided that such location is within a reasonable distance of Grantee's proposed use of said gravel. All such gravel or borrow pits located on the Protected Property shall be maintained in such a way as to minimize the adverse effects of open pit mining and shall be operated in accordance with all applicable laws and regulations. No gravel pits may be located within Forest Management Buffer Areas as described in this Easement or within 100 feet of any State or local highway.

12). Grantor reserves the right to clear for reforestation; to plant trees in non-forested areas; to reforest, plant, grow and harvest forest products and other vegetation; to clear or restore forest cover damaged or destroyed by fire, water or natural disaster; to selectively prune or trim trees; to harvest, selectively prune or trim foliage and other vegetation; to harvest forest products with domestic animals or mechanical equipment; and maintain existing field and meadows. Harvesting shall include, but not be limited to, the removal of forest products such as trees, logs, poles, posts, pulpwood, firewood, chips, seeds, pinestraw, stumps, seed cones, shrubs, lesser vegetation, and all sugar maple products. The harvesting and removal of any and all forest products as herein described shall be permissible by any and all current and future harvesting and removal techniques allowable under the law. All harvesting and related activities shall be conducted in accordance with any applicable laws, rules and regulations of any governmental agency having jurisdiction. In conjunction with such forestry use, the Grantor reserves the right to apply, consistent with applicable statutes and regulations, any herbicides, pesticides, fungicides, rodenticides and insecticides as may be appropriate. The Grantor shall

have the right to practice all accepted forest management practices allowable under the law to the extent permitted under the terms of this Easement.

13). Grantor reserves the right to trim, cut, remove, use for firewood or otherwise dispose of any trees or vegetation which are diseased, rotten, damaged or fallen, or that are safety or health hazards; to trim, cut, remove or otherwise dispose of any trees or vegetation as is necessary to maintain existing fire lanes, footpaths, roadways and utility rights-of-ways.

14). Grantor reserves the right to take any action necessary to preserve water levels, to preserve the natural purity of the water, or to prevent the erosion of any slope or shoreline on the Protected Property, provided the written consent of the Grantee is first obtained, and any appropriate regulatory approvals are obtained. Consent of Grantee is not necessary when actions are taken pursuant to silvicultural activities permitted under this Easement or in cases of emergencies. Grantor shall immediately notify Grantee of any actions taken in an emergency situation.

15). Grantor reserves the right to use, maintain and repair existing trails and roads and to build new trails and roads for its use in the furtherance of Grantor's Reserved Rights. New roads and trails may be made available to the public through revision of the Land Management Plan; specific uses of these new roads and trails by the public shall also be addressed in the Land Management Plan.

16). Grantor reserves the right to build, maintain and repair roads which create access over, through, and across the Protected Property to other properties now or hereafter owned by Grantor, together with the right of Grantor to grant to its successors and assigns the rights of ingress and egress, for any lawful use, over, on

and through such roads for access to adjoining properties. Provided, however, that any roads which provide access to adjacent lands now owned, or hereafter acquired by the Grantor, shall be routed across the Protected Property by a reasonably direct route that is practical and feasible so as to lessen the impact on natural resources or the recreational rights available on the Protected Property. Said rights shall also include the right of Grantor to work with adjoining landowners in granting reciprocal rights of ingress and egress for the exclusive purpose of forest management activities and the hauling of forest products.

17). Grantor reserves the right to install gates or other barriers and otherwise prohibit motorized public access to any roads over which the public has not been granted a right of use pursuant to this Easement. In the event that the Grantor installs any gates on the property where permitted, the Grantee shall be given the necessary keys to open all gates for administrative use by the Grantee, its officers, employees and agents.

18). Grantor reserves the right to take emergency action to preserve and protect Grantor's Reserved Rights in response to natural disaster, environmental hazards, or threats to human safety.

19). Grantor reserves the right to use all recreational rights under the same guidelines and restrictions as the public.

20). Grantor reserves the right to give, sell, assign, lease, or otherwise transfer the Protected Property by operation of law, by deed, or by indenture, subject and subordinate to this Easement. Grantor also reserves the right to give, sell, assign,

lease, or otherwise transfer the Grantor's Reserved Rights by operation of law, by deed, or by indenture, subject and subordinate to this Easement.

21). Grantor reserves all rights as fee owner to the Protected Property, including the right to use the Property for all purposes not inconsistent with, or limited by, this grant of Easement.

22). Grantor reserves the right to prohibit or otherwise restrict, public access to limited areas of the Protected Property that are being actively logged by designating the active logging areas a "Logging Operation Closure Zone." The restriction upon public access to such Logging Operation Closure Zone shall be limited to those areas being actively logged and shall be effective only for those periods during which the area is being actively logged and, unless mutually agreed upon by the parties, any such closure shall not exceed twenty four (24) months in duration. No closure or other access restriction implemented pursuant to this provision shall apply to Rifle Season Primary Access Corridors or Primary Access Corridors as defined in the TERMS AND CONDITIONS of this Easement. The closure rights set forth herein with regard to the public and its exercise of recreational use are intended to apply both to motorized and non-motorized access, subject to the exemption from closure of any Primary Access Corridor. Grantor shall inform Grantee of proposed Logging Operation Closure Zones in writing no less than 30 days prior to closure and Grantor shall use all best efforts to predict future Logging Operation Closure Zones in the Forest Management Plan or Annual Work Plan. No more than 10% of the Protected Property can be closed at any one time under this closure zone provision. Grantor

shall be responsible for the posting and marking of areas subject to closure under this provision.

TERMS AND CONDITIONS

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

1). In order to provide for the safe and reasonable cooperative use of the Protected Property, the parties agree to:

(a) Grantee will prepare a Land Management Plan, as amended or revised from time to time, which will be subject to review and approval by Grantor with respect to the lands encumbered by this Easement, which approval shall not be unreasonably withheld. Said Land Management Plan shall incorporate the AFFIRMATIVE RIGHTS set forth in this Easement and only those rights and privileges herein granted to the public unless others are agreed upon by the Grantee and Grantor.

(b) Grantor will prepare a Forest Management Plan which will be subject to review and approval by Grantee, which approval shall not be unreasonably withheld. Said Forest Management Plan shall address, at a minimum, those elements set forth in paragraphs 2, 3 and 4 below (see also Addendum B). Prior to completion of the plan, Grantor may prepare an Interim Forest Management Plan for salvage work which will also require approval of Grantee, which approval will not be unreasonably withheld.

2). Grantor and Grantee acknowledge the vital importance of the forest resources on the Protected Property. Grantor agrees to implement its forest management activities, to the extent reasonably practicable, to meet the following objectives and conditions:

(a) Objectives:

(i) To perpetuate as a sustainable working forest the productive forest resources on the Protected Property.

(ii) To encourage the long-term, professional management of the forest resources.

(iii) To facilitate the biologically and economically sustainable production of forest resources while minimizing the impacts on water quality, scenic benefits, wildlife habitat, recreational and other conservation values.

(b). Conditions:

(iv) To conduct forest management and harvest activities on the protected property in accordance with sound and generally accepted silvicultural standards at the time of harvest.

(v) To follow a written Forest Management Plan the goals of which will be consistent with the objectives above.

(vi) To implement the management plan under the supervision of a professional forester possessing a bachelor of science degree

in forestry from an education institute with a forestry curriculum accredited by the Society of American Foresters.

The Forest Management Plan shall be consistent with the Objectives and Conditions above and shall guide the silvicultural activities on the Protected Property. The Forest Management Plan shall include, as a minimum:

(a) Grantor's forest management objectives;

(b) Forest stand descriptions and locations at a level of detail feasible for operations pursuant to this Easement, including species composition, stocking levels, site classes and volumes and, where available soil types;

(c) Forest-type map showing topographic and hydrographic features, forest stands, roads, planned roads and other improvements, scale, and north arrow;

(d) Strategies to protect threatened or endangered species, unique habitats or cultural and archaeological sites, and forested wetland and streamside buffers that are identified in the Report of Physical Inspection of the Protected Property required under the TERMS AND CONDITIONS Section of this Easement and subsequent biological and cultural inventories conducted by the Grantee;

(e) Description of management actions and silvicultural practices to be employed to accomplish the stated management objectives.

3). The Forest Management Plan required under the TERMS AND CONDITIONS Section of this Easement shall be written not to exceed a 15 year period with an update required at no later than ten year intervals. The plan will be provided to the Grantee for review as to compliance with this Easement. On an annual basis, the Grantor and Grantee will meet to review proposed Annual Work Plans and review activities completed in the previous year. Forest management activities shall be guided by the current generally accepted silvicultural standards and guidelines as such standards evolve over time. Some examples of current silvicultural guidelines are: "a Silvicultural Guide for Spruce-Fir in the Northeast" by Frank and Bjorkbom; "Silvicultural Guide for Northern Hardwood Types in the Northeast" by Leak, Solomon and Debald; "A Silvicultural Guide for White Pine in the Northeast" by Lancaster and Leak; "Unevenaged Management of Northern Hardwoods in New England" by Leak and Filip. This is not intended to be an exhaustive list. Other publications may be utilized as they become available. The "Summary of Silvicultural Options by Type Class" (Addendum C) describes acceptable silvicultural practices so long as they are employed consistently with the silvicultural guidelines noted above.

4). The Grantor recognizes the importance of following sound and generally accepted silvicultural standards and restrictions to the extent reasonably practicable including the following:

(a) Timber Harvesting: The harvesting and removal of forest products as herein described shall be conducted under the supervision of a

professional forester possessing a bachelor of science degree in forestry from an education institute with a forestry curriculum accredited by the Society of American Foresters, and be guided by New York State Department of Environmental Conservation Timber Harvesting Guidelines for New York, LF-P815, or its successor. All harvesting and related activities shall be conducted in accordance with all applicable local, state and federal laws, rules and regulations. Prior to any harvest, an analysis of the area to be harvested shall be completed and a silvicultural prescription and cutting plan shall be developed.

(b) Forest Management Buffer Areas: Lakes, Ponds, Bogs Buffer -No forest management activities may take place within this Buffer Area, which is defined as all land 100 feet from the high water mark of all lakes, ponds and bogs, except under the following conditions:

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

(ii) proposed activities are upon mutual agreement of both parties as provided for in the management plan development process; and

(iii) such activities are planned and supervised by a professional forester, as defined previously in this document, in consultation with a habitat biologist; and

(iv) such activities are guided by the current New York State Department of Environmental Conservation Timber Harvesting Guidelines for New York, LF-P815, or its successor, and other applicable standards as set forth herein.

Streams, Rivers, Wetlands Buffer – Forest Management along streams, rivers or in forested wetlands must meet or exceed currently accepted silvicultural best management practices.

Visual and Auditory Buffer – Visual and auditory impacts of tree harvesting shall be minimized within one-half mile of wild, scenic or recreational rivers. No timber harvesting or road building activities shall take place within one-half mile of the banks of Oswegatchie, Grasse, St. Regis and Deer Rivers from May 1 to October 15 of each year except as provided for and justified in the Forest Management Plan. The purpose of this provision is to minimize visual and auditory impacts upon recreational users of river corridors and to minimize adverse environmental impacts upon such corridors.

(c) Forested Wetlands: Forest Management activities in the boreal wetland areas will be consistent with generally accepted silvicultural guidelines such as "A Silvicultural Guide for Spruce-Fir in the Northeast" by Robert Frank and John Bjorkbom.

(d) Regeneration Standards: Stand density shall not be reduced below the C-line of the appropriate silvicultural guides for the

forest type being treated unless one of the following conditions are met:

(i) Sufficient regeneration is present. Regeneration shall be deemed sufficient if Grantee and Grantor agree that field sampling and observation show sufficient regeneration is present as referenced in the appropriate current silvicultural guide.

(ii) In those stands where insufficient regeneration is present, but the species and site conditions, by mutual agreement of the Grantee and Grantor, warrant a regeneration harvest to promote the establishment and growth of desirable regeneration. In both instances, the Forest Management Plan and Annual Work Plan will outline those types and subsequent stands to be treated with harvests that create residual stand stocking under C-line stocking.

(e) Harvesting Restrictions: The following restrictions are designed to create a sustained yield of forest products and prevent liquidation harvest practices --

(i) No clear-cut, as defined by the Adirondack Park Agency, will exceed 25 acres in area (size).

(ii) Any clear cut must be in compliance with Adirondack Park Agency laws, rules and regulations, all other applicable laws, and regulations, and consistent with generally accepted silvicultural guidelines.

(iii) The grantor agrees to restrict harvest levels to a volume that does not exceed 70% of the periodic annual growth[1] on growing stock trees in accordance with the United States Department of Agriculture Forest Service Forest Inventory Analysis (1995) (USDA FS FIA). This restriction shall remain in force for 20 years from the date of this grant.

(iv) The Grantor and Grantee shall review harvest levels after 10 years to determine if the level should be adjusted to reflect forest stocking levels at that time.

(v) Harvest levels after the initial 20 year period shall be restricted to periodic annual growth on growing stock trees.

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[1]Periodic Annual Growth for the purposes of this Easement shall be defined as: The total volume of wood produced by all growing stock trees in the forest net the losses attributable to mortality. The percentage of periodic growth referred to in paragraph (e) (iii) above shall be interpreted as a percentage of the periodic growth of all properties subject to this Easement that are under common ownership at the time of harvest. Periodic annual growth shall be calculated as an average for a ten year period. Allowable cut would be monitored and tracked over ten year intervals to reflect the ability of managers to address market, weather, and other management considerations on an annual basis. Managers would either increase or decrease the harvest on an annual basis to fall within the allowable cut parameters for a ten year period. Annual harvest targets and growth information would be presented in the Annual Work Plan. Growing stock is defined by the USDA Forest Service Forest Inventory and Analysis as all trees of commercial species found in the seedling, sapling, poletimber, and sawtimber size classes.

(f) Roads and Trails: No roads, trails or timber landing yards may be located within one hundred (100) feet of any State or local highway, except at existing access points where existing landings meet or exceed Best Management Practices and are acceptable to Grantee, or designated points mutually agreed upon which will provide required access to public highways. Grantor may maintain, repair and construct trails and roads on the Protected Property necessary for uses permitted herein, provided that any landing yard may not be located within the Forest Management Buffer Areas. Any grading or change in topography necessary for roads and trails shall blend into the natural topography of the Protected Property and be limited to the minimum necessary for the uses permitted under this Easement. Mining activities are allowed for non-commercial sand and gravel extraction for use by Grantor and Grantee for on-site road construction and maintenance. No new mining operations may be located in the Forest Management Buffer areas or within 100 feet of any state or local highway.

5). Grantor acknowledges the vital importance of the road and trail systems upon the Protected Property to the exercise of the Affirmative Rights of Grantee. Grantee acknowledges the vital importance of the road and trail systems upon the Protected Property to the exercise of the Reserved Rights of the Grantor. Grantor and Grantee agree to cooperate in the management of the road and trail systems in such a way that balances and considers public recreational access and administrative access with the principle objective to conduct forest management activities including the exclusion of the public from areas of forest management operations and reserved

property rights as detailed in the RESERVED RIGHTS and TERMS AND CONDITIONS Sections of this Easement.

6). Grantor and Grantee shall designate the existing roads and trails located upon the Protected Property into three categories: Rifle Season Primary Access Corridors, Primary Access Corridors, and Secondary Access Corridors. These categories are intended to represent the following:

(a). Rifle Season Primary Access Corridors are defined as those Motorized Access Corridors which are open to public motor vehicle traffic as access to the adjoining Forest Preserve lands including the rifle season for white tail deer. During the rifle season for white tail deer, the Rifle Season Primary Access Corridors will be the only roads opened to the public on the Protected Property. The Grantor may not close these travel corridors for any purpose. These corridors may only be closed by Grantee.

(b). Primary Access Corridors are defined as those roads and trails necessary to assure administrative and public access to areas having critical public recreational value, to assure access to adjoining lands owned or later acquired by Grantee, to assure reciprocal access to both Grantor and Grantee to the Protected Property and adjoining fee lands of Grantee (Forest Preserve) to further the objectives of this Easement, to assure access to leased lands and camps. These travel corridors may not be closed by Grantor except to maintain the structural integrity of the road whenever it is adversely affected by weather conditions creating such hazards as mud and ice. The roads

to be closed under this provision and the duration of said closure shall be mutually agreed upon by Grantor and Grantee. Primary Access Corridors shall be closed by the Grantee during the white tail deer season or as otherwise set forth in the Land Management Plan. Grantee may also close these corridors to public recreational access at its discretion.

The designation of Rifle Season Primary Access Corridors and Primary Access Corridors shall be set forth on the Maps of Protected Property and may be amended in the Land Management Plan as new roads and trails are constructed or as Grantor and Grantee agree to otherwise redesignate existing roads and trails.

(c). Secondary Access Corridors are defined as those roads and trails which, although not critical to the administrative and public access rights of Grantee, may be necessary for Grantee and the public to obtain full benefit of the recreational rights granted herein. Secondary Access Corridors shall be designated in the Land Management Plan. Secondary Access Corridors may be closed to public recreational access by Grantee. Secondary Access Corridors may also be closed to public recreational access upon a showing by Grantor that closure is necessary to:

(i) seasonably avoid damage to the road surface due to weather conditions which would create such hazards as mud or ice; or

ii) avoid potential conflicts with forestry management activities including logging operations.

In order to effectuate a closing, Grantor must demonstrate that, where practicable, an alternate route of a Secondary Access Corridor will be made available.

(d). The closure of Secondary Access Corridors pursuant to this Section is not intended to apply to closure of acreage generally, but only to the subject Secondary Access Corridor itself. The right of Grantor to close certain acreages of the Protected Property during active logging operations is limited as set forth in the RESERVED RIGHTS Section of this Easement.

(e). With the exception of closure zones, Primary Access Corridors and Secondary Access Corridors may be utilized by the Grantee's employees, agents, contractors, etc. for administrative purposes by means of motorized vehicle or any other means Grantee elects. This right is not subject to the requirement that a particular corridor be marked for use by a specific type of motorized access.

(f). Primary and Secondary Access Corridors may be utilized for public travel by any means permitted under this grant of Easement, provided, however, that said corridors are specifically designated with appropriate signage for the use

permitted. Certain corridors designated as Motorized Access Corridors including Rifle Season Primary Access Corridors may be utilized by means of motorized access only as described in Affirmative Rights Paragraph 4(c) herein.

7). The Grantor and the Grantee acknowledge value of the present road and trail systems located on the Protected Property and will accordingly undertake good faith efforts to preserve and maintain the integrity of the road and trail systems upon the Protected Property. Each party at its sole expense may maintain, repair, correct, upgrade or otherwise improve those roads and trails over which it has the right of use subject to the AFFIRMATIVE RIGHTS, DECLARATION OF RESTRICTIONS AND RESERVED RIGHTS, herein. The Grantor shall have the duty and responsibility to repair and correct at the Grantor's expense damages caused to these roads and trails by the Grantor, its invitees, licensees, guests, lessees, officers, employees, agents or contractors. The Grantee shall have the duty and responsibility to repair and correct at the Grantee's expense, and subject to the availability of funds, damages to those portions of the roads and trails to which it and the public have the right of use caused either by the public's recreational use of the property or directly by Grantee, it's invitees, guests, officers, employees, agents and contractors. Minimum standards and specifications for forestry use roads and trails and minimum standards and specifications for roads and trails to be used by the public are to be incorporated into the Land Management Plan. The information contained in the Land Management Plan shal serve to determine whether such road or trail meets said standards and specificat ons to be opened to the public and whether a road or trail, while in use for forestry purposes by the Grantor and/or by the public as a

Primary or Secondary Access Corridor, requires maintenance, repair, upgrade or other corrective action. If funding by the Grantee is not available for such corrective action once a road or trail is opened to the public, (i) the road shall be closed until such repairs are made; or (ii) the Grantor may undertake the work with said road or trail closed to public access until Grantee reimburses Grantor, said reimbursement to include comparable road and/or trail work mutually agreed to by the parties elsewhere on the Protected Property. The parties may mutually agree to temporarily close any road or trail or portion thereof or other appropriate action to protect the public, to protect the structural integrity of a road or trail, and protect against other abusive actions by the public. The parties may mutually agree to abandon any road or trail or portion thereof located on the Protected Property, but any abandonment shall not preclude the reopening of any such road or trail in the future by mutual agreement and, unless otherwise agreed upon, at the expense of the party desiring to reopen any such road. Mutual agreement as used in this paragraph will not be unreasonably withheld by either party.

8). The Grantor, for itself and its successors and assigns, and the Grantee hereby agree that the terms of this Easement are to be construed so as to preserve perpetually the Protected Property as a sustainable forest, provided however that nothing herein contained shall impair the exercise of the Reserved Rights.

9). Grantor and Grantee shall make every reasonable effort to abide by the terms of the agreement. However, the failure of the Grantee to insist upon the strict performance of any of the terms, conditions, covenants, or restrictions contained herein, shall not be deemed a waiver of any terms, nor shall any such failure of the

Grantee in any way bar its enforcement rights hereunder in the event of any subsequent breach of, or noncompliance with, or fault in observance of, any of the terms, covenants or restrictions contained herein.

10). The Grantor and the Grantee agree that within six (6) months of the recording of this Easement, a Report of Physical Inspection of Protected Property will be completed by Grantee at no expense to Grantor except that Grantor shall bear the expense of the involvement, if any, of its staff. Said Report will accurately and completely describe the natural and manmade condition of the Protected Property on the date thereof. Said Physical Inspection Report will be subscribed to by both the Grantor and the Grantee indicating their concurrence that such report accurately and completely describes the Protected Property as of the date thereof.

11). In the event of a breach of any of the covenants, restrictions, terms or conditions of this Easement, and notwithstanding any other language in this instrument to the contrary, either party shall notify the other of any failure to comply with any of the terms of this instrument. Such notice shall set forth how the accused party can cure such alleged noncompliance and give the accused party 60 days from the date of receipt of the notice in which to cure, which time period may be extended in light of the severe weather conditions that exist during the months of November through April of each year. In the alternative, the accused party shall within the same 60 day period initiate dispute resolution proceedings as set forth in the Land Management Plan pursuant to paragraph 24 of the TERMS AND CONDITIONS Section of this Easement. At the expiration of such period of time to cure, the complaining party shall notify the accused party of any failure to adequately cure the

deficiencies set forth in the initial notice. The accused party shall then have an additional fifteen (15) days from receipt of such notice to cure such deficiencies. At the expiration of said fifteen-day (15) period or dispute resolution, but not prior thereto, either party may commence legal proceedings to require compliance with the terms of this Easement. All notices required by this paragraph and by any other provisions of this Easement, shall be in writing and delivered to the appropriate party by personal service or delivered by certified mail return receipt requested.

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

13). In the event that any existing structure on the Protected Property legally owned by Grantor is determined, according to applicable local land use regulations, to have deteriorated to such a condition that it is dangerous to occupy or be around, the Grantor, at its sole cost and expense, shall either correct the hazard, or demolish such structures. The Grantor may remove those structures by burning and burying the rubble subject to existing laws and regulations.

14). Both the Grantor and the Grantee may, but neither is under obligation to the other to, mark boundaries or corners of the Protected Property. Subject to available funding, the Grantee will erect such signs and install gating or other barriers as are necessary to describe the rights, and insure implementation of those rights, both the Grantor and the Grantee have to the Property. The Grantor and the Grantee shall

mutually agree to the wording of said signs prior to their erection. Grantee shall survey, at its own expense, the boundaries of Grantee's fee lands which adjoin the Protected Property.

15). The Grantee in cooperation with Grantor shall develop a method to be detailed in the Land Management Plan for the removal of any new debris, such as papers, bottles, cans or other garbage or debris left on the Protected Property by the public utilizing the same. The Grantee, at its sole expense, subject to availability of funds, is obligated to promptly remove such trash as may be created by the public, Grantee, or its employees, agents and invitees. If funding is not available for trash removal, the Grantee and Grantor may mutually agree to close the Property to public use. Grantee shall be solely responsible for implementing and enforcing any such closure.

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

17). Nothing herein contained shall be construed to permit the removal of any trees, plants, firewood or other forest products by the general public or lessees of Grantor, provided, however, that dead or downed trees may be used only for purposes of on-site cooking, and warming or smudge. Any other use of the wood by the public, or by lessees of Grantor, is expressly prohibited.

18). This Conservation Easement shall not be construed to remove the necessity of the Grantor or Grantee from obtaining any permit and/or approval from any governmental agency having jurisdiction over any activity on the Protected Property.

19). This Easement may be amended by the parties hereto by mutual agreement in writing, executed by both parties and recorded in the Clerk's office, or in accordance with the provisions of Section 49-0307 of the Environmental Conservation Law.

20). Except as otherwise specifically provided for herein, it is mutually agreed that whenever a consent or approval is required from either the Grantor or the Grantee, the party seeking the consent or approval shall send a written request for such consent or approval by registered or certified mail, return receipt requested, to the address of the other party as hereinafter provided and said party shall respond to said request within sixty (60) days of its receipt. In the event that the consenting or approving party fails to respond within said sixty (60) day period, its consent or approval shall be implied. The Grantor and Grantee can provide for alternative means of receiving mutual consent or approval such as telephone communications provided said means are established in the Land Management Plan.

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

Heartwood Forestland Fund III, LP
c/o Thomas Massengale, President
The Forestland Group, LLC
1512 East Franklin Street
Chapel Hill, North Carolina 27516

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

Director, Division of Lands and Forests
NYS Department of Environmental Conservation
50 Wolf Road
Albany, NY 12233-4250.

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

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

23). The Grantee intends to schedule periodic inspections of the Protected Property to determine compliance with the terms of this Easement. In doing so, the Grantor will be provided with fourteen (14) days notice and the Grantor will have the right to accompany the Grantee on said inspection trips. Grantor will be provided with a copy of the Inspection Report within thirty (30) days of the inspection.

24). Grantor and Grantee agree that the Land Management Plan shall include a Dispute Resolution Process to assure those provisions in this Easement requiring consent, agreement, approval or compliance by any party are resolved.

25). In the event this Conservation Easement should be determined to be "void ab initio" by a court of competent jurisdiction in accordance with the provisions of Section 49-0311 of the Environmental Conservation Law, the Grantor shall, upon request by the Grantee, reconvey without change or modification and for no consideration this Conservation Easement to a qualified nominee selected by the Grantee; said reconveyance to be made after such declaration that the Conservation

Easement is "void ab initio" regardless of the fact that the Grantee may pursue its right of appeal, or otherwise. In furtherance of this provision:

(a). The Grantee shall have the right of enforcement of the reconveyance by the Grantor to the nominee by any legal means.

(b). The form of reconveyance shall be satisfactory to the Grantee and approved by the Attorney General of the State of New York.

(c). This provision shall inure to the benefit of and bind the successors and assigns of both the Grantor and Grantee.

(d). The Grantee shall pay any costs and expenses, including but not limited to taxes, filing fees and reasonable attorney's fees that the Grantor may incur as a result of the reconveyance of the Conservation Easement pursuant to the terms of this paragraph.

DECLARATION OF RESTRICTIONS

The parties, their assigns and successors-in-interest, agree that the following restrictions shall apply to the Protected Property in perpetuity:

1). No Forest Management Activities shall be permitted except as provided for in the RESERVED RIGHTS and TERMS AND CONDITIONS Sections hereof.[2]

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2 As used herein, the term "forest management" shall mean: the right to manage the Protected Property to meet landowner objectives for forest products, consistent with the terms of this Easement, including the right to harvest for commercial forest management operations, (including, but not limited to, the removal of forest products such as trees, logs, poles, posts, pulpwood, firewood, chips, seeds, seed cones, and all sugar maple products); to allow for forest related recreational activities (including, but not limited to, hunting, fishing, hiking, mountain biking, horseback riding, cross-country skiing, snowmobiling); to plant trees in non-forested areas; to reforest, plant, grow and harvest forest products and other vegetation; to clear or restore forest cover damaged or destroyed by fire, water, ice, or natural disaster; to selectively prune or trim trees, foliage and other vegetation; to harvest forest products with mechanical equipment and/or with domestic animals; to apply any herbicides, pesticides, fungicides, rodenticides and insecticides as may be appropriate for forest management objectives and consistent with applicable statues and regulations; to maintain existing fields, meadows, roads, trails and landing yards including the use of culverts, fences and barriers. This shall include the right to the cutting and

2). No buildings, residences, mobile homes or other structures, signs, billboards or other advertising material shall be constructed or placed in, on, over, under or upon the Protected Property except as allowed on the 5-acre development sites permitted in APA Permit No. 98-313, or as otherwise provided for in this Easement. Both Grantor and Grantee may erect signs, gates, fences or other barriers as may be necessary to carry out their rights and obligations hereunder, provided that all signs, gates, fences and barriers displayed by Grantor or Grantee shall conform to the Land Management Plan and Forest Management Plan.

3). The property may not be subdivided except as provided for in the RESERVED RIGHTS Section. The correction of a boundary line location, the maintenance of existing recreational leases or the creation of new leases shall not constitute a subdivision for purposes of this provision.

4). No application of pesticides, including but not limited to insecticides, fungicides, rodenticides and herbicides shall be allowed except as provided in the RESERVED RIGHTS Section.

5). No dumping or storing of ashes, sawdust, noncomposted organic waste (excepting organic logging debris), "offsite" sewage or garbage, scrap material, sediment discharges, oil and its by-products, leached compounds, toxic fumes or any other unsightly or offensive material shall be allowed in, on, over, under or upon the Protected Property, except as provided in the RESERVED RIGHTS Section.

6). No motorized vehicles shall be operated on the Protected Property by Grantor, its employees, agents, contractors and invitees, except as they may be used to carry out

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removal of trees from the growing site, and the attendant operation of mobile or portable sawmills or chippers, the use of a limited number of concentration yards and one commercial sawmill, and of cutting, forwarding and skidding machinery or such future equipment or technology as shall perform the same or similar tasks, including the creation and use of skid trails, skid roads and winter haul roads, including associated bridges, culverts and log yards and the construction or creation of permanent land management roads except as otherwise restricted or reserved herein.

forest management activities, fire protection or other emergency needs, and for the furtherance of Grantor's RESERVED RIGHTS. No off-road or off-trail use of motorized vehicles shall be permitted on the Protected Property by Grantor, its employees, agents, contractors and invitees, except as they may be used to carry out forest management activities, fire protection or other emergency needs, and for the furtherance of Grantor's Reserved Rights. This restriction does not impair the public access rights provided for herein, or access rights enjoyed by Grantor as a member of the public, or any of Grantee's access rights described in this Easement.

7). No permanent exterior artificial illumination shall be employed on the Protected Property, other than that employed on the date hereof, without prior written consent of the Grantee, except as is reasonably required for enjoyment of the RESERVED RIGHTS by the Grantor.

8). No residential, commercial or industrial activities of any kind shall be permitted on the Protected Property other than those specifically provided for in this Easement.

9). Except as may be specifically permitted in the RESERVED RIGHTS Section or pursuant to Environmental Conservation Law Section 49-0307, no new telephone, telegraph, cable television, electric, gas, water or sewer or other utility lines shall be routed over, under, in, on, upon or above the Protected Property without the prior material written consent of the parties hereto, such consent not to be unreasonably withheld.

10). No mining will be conducted and no minerals, gas or oil will be extracted from the Protected Property except the on-site use of gravel as provided for in the Affirmative and Reserved Rights Sections of this Easement.

AND THE GRANTOR DOES FURTHER COVENANT AND REPRESENT AS FOLLOWS:

FIRST: The Grantor, for itself, its successors and assigns, covenants and agrees to pay all taxes and assessments lawfully assessed against its interest in the Protected Property and to furnish upon request to the Grantee copies of tax receipts showing such payment. In the event that the Grantor, its successors or assigns fail to pay any such taxes or assessments within twelve (12) months of their original due date, then the Grantee may pay such taxes or assessments. The Grantee shall seek to recover the cost of taxes through the appropriate legal means.

SECOND: The Grantor for itself and its successors and assigns covenants and agrees that any subsequent conveyance of the Protected Property, or any lease, mortgage, or other transfer or encumbrance of the Protected Property 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 dated , and recorded in the Office of the Clerk of , in Book of Deeds and Page .

THIRD: The Grantor, for itself and its successors and assigns, covenants and agrees to indemnify and hold the Grantee harmless against all claims, loss, damage and expense the Grantee may suffer as a result of the Grantors negligence in the course of exercising the forest management rights reserved hereunder.

The Grantee, for itself and its successors and assigns, agrees to indemnify and hold the Grantor harmless against claims, loss, damage and expense the Grantor may suffer as a result of the Grantee's negligence in properly constructing,

maintaining, repairing, replacing or managing any public recreation or recreational amenities and actionable conduct of the Grantee as permitted by the Court of Claims Act and Section 17 of the Public Officers Law.

The duty to indemnify and save harmless prescribed by this paragraph shall be conditioned upon (i) delivery to the Attorney General by the Grantor of the original or a copy of any summons, complaint, process, notice, demand or pleading within fifteen (15) business days after it is served with such document, (ii) representation by the Attorney General or representation by private counsel of Grantor's choice, subject to the approval of the Attorney General, whenever the Attorney General determines in his sole discretion based upon his investigation and review of the facts and circumstances of the case that representation by the Attorney General would be inappropriate, and (iii) the full cooperation of the Grantor in the defense of such action or proceeding against the Grantee based upon the same act or omission, and in the prosecution of any appeal.

FOURTH: The parties agree that the provisions of this Indenture are severable and that if any court of competent jurisdiction shall render a judgment voiding or nullifying any provisions hereof, the effect of said judgment shall be limited to the nullified or voided portion of this Easement, and the remaining provisions hereof shall continue in full force and effect.

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

And the Grantor does covenant with the Grantee as follows:

FIRST: The Grantor covenants that it has not done or suffered anything whereby the said premises have been encumbered in any way whatever;

SECOND: This Conservation Easement is subject to those "Permitted Encumbrances" identified at paragraph 3.3 of the Timberland Purchase and Sale Agreement dated December 3, 1998 between Champion International Corporation, the Conservation Fund, and First American Title Insurance Co.; and

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

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

Fed ID # 52-1388917

THE CONSERVATION FUND

By: _____

Its: Sr. V.P.

THE PEOPLE OF THE STATE OF NEW YORK
Acting by and through the
Department of Environmental Conservation

By _____
John P. Cahill, Commissioner

STATE OF NEW YORK)

) ss.:

COUNTY OF ALBANY)

On this 30th day of June, 1999, before me came Richard L. Erdmann to me known who, being by me duly sworn, did depose and say that he resides at 907A Seneca Road, Great Falls, VA, that he is the Senior Vice President of The Conservation Fund, the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

NOTARY PUBLIC STATE OF NEW YORK

ROBERT K. DAVIES
Notary Public, State of New York
No. 02DA6014462
Qualified in Albany County
Commission Expires 10/13/2000

STATE OF NEW YORK)

) ss.:

COUNTY OF ALBANY)

On this 30th day of June, 1999, before me, personally came John P. Cahill to me known, who being by me duly sworn, did depose and say that he resides at , New York and is the Commissioner of the New York State Department of Environmental Conservation, that he executed the foregoing on behalf of the New York State Department of Environmental Conservation, pursuant to authority of law duly delegated.

NOTARY PUBLIC STATE OF NEW YORK

ROBERT K. DAVIES
Notary Public, State of New York
No. 02DA6014462
Qualified in Albany County
Commission Expires 10/13/2000

ADDENDUM A - ST. LAWRENCE COUNTY

PARCEL ONE (Liber 257 Cp 364, Parcel No. 1)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of HOPKINTON, County of St. Lawrence, and State of New York, being part of subsections 1 & 3 of Section 14, of the Palmer Tract, in Township 15, of Macomb's Purchase, Great Tract 2, and bounded as follows: - BEGINNING at the N.W. corner of subsection 3 of said section No. 14; thence N. 2 degrees W. 9 chs. 22 lks.; to the S.W. corner of 71 acres deeded to George S. Wright May 16, 1871; thence S. 86 E. 31 chs. 50 lks; along the south line of the said Wright lot to corner of 34.09 acres deeded to John Harran Nov. 11, 1895, and S. 2 degrees E. 22 chs. 75 lks. to S.W. corner of said Harran lot and N. line of land owned by F. Heath; thence N. 86 deg. W. 32 chains to W. line of said section 14; thence N. 1 degree W. 13 chs. 25 lks. to the place of beginning. CONTAINING 71 acres, more or less.

PARCEL TWO (Liber 257 Cp 364, Parcel No. 2)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of HOPKINTON, County of St. Lawrence, and State of New York, aforesaid, and being a part of subsection 1, of section No. 14, of the Palmer Tract (so called) and bounded and described as follows, to wit: - BEGINNING in the W. line of said section 14, and subsection 1, distant S. 2 degrees W. 14 chs. from the N.W. corner of said Section 14, and running thence S. 86 degrees E. 47 chs. 40 lks. to the E. line of subsection 1; thence S. 1 degree E. on said E. line 15 chains; thence N. 86 degrees W. 47 chains 25 links to the W. line of said section 14, and thence N. 2 degrees W. on said section line 15 chains to the place of beginning. CONTAINING 71 acres, more or less.

PARCEL THREE (Liber 257 Cp 364, Parcel No. 3)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in said Town of HOPKINTON, County of St. Lawrence and State of New York, being in that part of Township No. 15 in "Trect" Tract No. 2 of Macomb's Purchase, called the Palmer Tract, and being in subsection 1 of section 19 thereof, BEGINNING in the W. line of section 19, at a point 15 chs. and 75 lks. N. 1 degree W. from the S.W. corner of subsection 1, running thence along said section line N. 1 degree W. 11 chs. 40 lks; thence S. 86 degrees E. 44 chs. 74 lks. to the E. line of said subsection 1; thence on said subsection line S. 2 degrees W. 11 chs. 40 lks.; thence N. 86 degrees W. 44 chs. 20 lks. to the place of beginning. CONTAINING 50.69 acres.

PARCEL FOUR (Liber 257 Cp 364, Parcel No. 4)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of HOPKINTON, County of St. Lawrence and State of New York, aforesaid, being in that part of Township No. 15 in Great Tract No. 2 of Macomb's Purchase, called the Palmer Tract, and in subsection 2 of section 18, thereof, COMMENCING in the E. line of said section, at the S.E. corner of said subsection; thence N. 86 degrees W. along the S. line of said subsection 32 chs. 9 lks. to the S.W. corner thereof; thence N. 2 degrees W. along said subsection line twenty six chains and 24 links; thence S. 86 degrees E. 33 chains to the E. line of said subsection 2, said point being distant 10 chs. 50 lks. from the N.E. corner of said section 18; thence S. 1 deg. E. 26 chs. 72 lks. along the E. Line of said section to the point of beginning. CONTAINING 86.16 acres, more or less.

PARCEL FIVE (Liber 257 Cp 364, Parcel No. 5)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of HOPKINTON, County of St. Lawrence and State of New York, aforesaid, in subsection 1, of section 5, of the Palmer Tract, so called, and also being in Township 15, of Great Tract 2, of Macomb's Purchase, and bounded and described as follows, viz: - BEGINNING at the S.W. corner of subsection 1, of section 5 and running thence N. 3 degrees E. 12 chs. 30 lks. on the W. line of said section 5; thence S.86 degrees E. 45 chs. to the center of a road and W line of land deeded Cheeney and Smith in 1878; thence S. 3 degrees W. 12 chs. 50 lks. along the center of said road to the S. line of said subsection 1, and the N.E. corner of 91.21 acres deeded to Lyman Day in 1864; thence N. 86 degrees W. 45 chs. 34 lks. along said S. line to the place of beginning. CONTAINING 55.18 acres of land.

PARCEL SIX (Liber 257 Cp 364, Parcel No. 6)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in said Town of HOPKINTON, County of St. Lawrence and State of New York, in Township 15, Great Tract No. 2, of Macomb's Purchase, being part of Section 19, and of subsection 1 & 3, of the Palmer Tract, and bounded as follows: - BEGINNING in the W. line of section 19 at the S.W. corner of 50.69 acres deeded Ashel Jenne, Jan. 17, 1878; thence S. 86 degrees E. 6 chs. 25 lks.; along said Jenne line to N.W. corner of 25 acres deeded George Wells, Dec. 23, 1885; thence S. 2 degrees W. 32 chs. 80 lks. to the S.W. corner of said Wells lot; thence S. 55 degrees W. 5 chains 67 lks. along center of a road and N. line of land contracted to George Sheldon; thence S. 88 degrees W. 2 chs. 17 lks. along center of road to W. line of section 19; thence N. 2 degrees E. 21 chs. 67 lks. to N.W. corner of subsection 3; thence N. 1 degree W. 15 chs. 75 lks. to the place of beginning. CONTAINING 22 acres more or less.

PARCEL SEVEN (Liber 257 Cp 364, Parcel No. 7)

ALSO ALL THAT TRACT OR PARCEL OF LAND, in said Town of HOPKINTON,

County of St. Lawrence and State of New York, being in Township 15, Great Tract No. 2 of Macomb's Purchase, and known as part of subsection 4, of section 10, of the Palmer Tract, so called; and bounded and described as follows: - viz: - BEGINNING at the N.W. corner of said subsection 4, and running thence S. 84 degrees E. along said subsection line, 24 chains to 400.24 acres in sections 5 & 10 of the said Palmer Tract deeded to O. P. Dexter Aug. 18, 1902, by Frederick M. Heath; thence S. 3 degrees 45 minutes W. 10 chs. 41 lks.; thence N. 84 degrees W. 24 chs. all along the said last mentioned deeded land; to the W. line of said subsection 4; thence N. 3 degrees 45 minutes E. along the W. line 10 chs. 41 links to the place of beginning. CONTAINING 25 acres of land.

PARCEL EIGHT (Liber 257 Cp 364, Parcel No. 8)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in said Town of HOPKINTON, County of St. Lawrence and State of New York, known as part of subsection No. 1 of section No. 9 of the Palmer Tract, and described as follows: - BEGINNING in the W. line of said section No. 9, at a point 9 chs. 22 lks. from the N.W. corner thereof, and also at the S.W. corner of 40 acres deeded H. C. Whiters Jan. 1878, and running thence S. 84 degrees E. 43 chs. 79 lks. along the S. line thereof to the E. line of said subsection No. 1; thence S. 10 chs. 60 lks. to the N.E. corner of a lot surveyed for John Goodnow; thence N. 86 degrees W. 44 chs. 22 lks. to the W. line of section No. 9; thence N. 40 degrees 30' E. on said section line to the place of beginning. 13 chs. CONTAINING 51.92 acres of land, more or less.

PARCEL NINE (Liber 257 Cp 364, Parcel No. 9)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in said Town of HOPKINTON, County of St. Lawrence and State of New York, being in Township No. 15, of Great Tract No. 2 of Macomb's Purchase, and known as part of subsection 2 and section 25 of the Palmer Tract, so called; and bounded and described as follows: - viz: - BEGINNING at the N.E. corner of said section 25 which is also the S.E. corner of Section 20; thence S. along the East line of said section 25, which is also the E. line of St. Lawrence County, 19 chs. 50 lks. to the N.E. corner of 30 acres bargained to George Raymo; thence N. 88 degrees W. 25 chs. 50 lks. to the N.W. corner of said 30 acres; thence N. 19 chs. 35 lks. to the N. line of said section 25, which is also the S. line of section 20; thence S. 88 degrees 30' E. 25 chs. 42 lks.; to the place of beginning. CONTAINING 49.55 acres of land, more or less.

PARCEL TEN (Liber 257 Cp 364, Parcel No. 10)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in said Town of HOPKINTON, County of St. Lawrence and State of New York, being in that part of Township No. 15 in Great Tract No. 2 of Macomb's Purchase, called the Palmer Tract, and in subsection 3 of section 14 thereof; BEGINNING at the S.W. corner of section 14 and running thence N. 1 degree W. 10 chs. along the W. line of said section 14; thence S. 84 degrees E. 40 chs. 40 lks. to the E. line of said subsection 3 of section 14, S. 1 degree W. 8 chs. 95 lks. along said subsection

line to the S.E. corner thereof in the S. line of section 14; thence N. 86 degrees W. 45 chs. 95 lks. along the S. line of said section 14 to the place of beginning. CONTAINING 42.81 acres. more or less.

PARCEL ELEVEN (Liber 257 Cp 364, Parcel No. 11)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in said Town of HOPKINTON, County of St. Lawrence and State of New York, being in that part of Township 15, Great Tract No. 2 of Macomb's Purchase, called the Palmer Tract, and in subsection 3 of section 14 thereof; BEGINNING in the W. line of section 14, at the N.W. corner of 42.91 acres deeded to George McNeil, Nov. 18, 1886, by the Trustees of Agnes Oelrichs, thence N. 1 degree W. along said section line 16 chs. 21 lks. to the S.W. corner of 71 acres deeded Arthur Flanders Oct. 11, 1897, by the children of John Palmer the second; thence S. 86 degrees E. 46 chs. to the S.E. corner of 34.09 acres deeded John Harran Nov. 11, 1895; by the children of John Palmer the second; and the E. line of subsection 3; thence S. 1 degree W. along said subsection line, 16 chs. 48 lks. to the N.E. corner of said McNeil lot; thence N. 87 degrees W. 45 chs. 40 lks. along said lot to the place of beginning. CONTAINING 73.40 acres.

PARCEL TWELVE (Liber 257 Cp 364, Parcel No. 12)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in said Town of HOPKINTON, County of St. Lawrence and State of New York, being in that part of Township No. 15, in Great Tract 2 of Macomb's Purchase, called the Palmer Tract, and in subdivision 3 of section 19 thereof; BEGINNING at the S.W. corner of section 19, and running thence N. 2 degrees E. along the W. line of section 19, 16 chs. 63 lks. to the center of the road; thence along the center of said road; and the S. line of lands deeded to Caroline P. Wells, George Wells, Adell Sampier, John Stark and A. E. Blake as follows: - S. 87 degrees E. 2 chs. 17 lks, N. 77 degrees E. 5 chs. 67 lks.; thence S. 89 degrees E. 5 chs. 89 lks.; thence N. 74 degrees E. 6 chs. 1 lk. S. 62 degrees E. 1 ch. 80 lks.; S. 35 and 1/2 degrees E. 1 ch. 46 lks.; S. 81 degrees E. 9 chs. 56 lks.; thence S. 68 degrees E. 3 chs. 72 lks.; S. 74 degrees E. 2 chs. 59 lks.; S. 72 degrees E. 3 chs. 73 lks.; S. 79 degrees E. 3 chs. 94 lks. all along said road line to the E. line of subsection 3; thence S. 3 degrees W. 20 chs. 23 lks. to the S.E. corner of said subsection 3; thence No. 87 & 1/2 degrees W. 42 chs. 23 lks. to the place of beginning. CONTAINING 87.78 acres, more or less.

PARCEL THIRTEEN (Liber 257 Cp 364, Parcel No. 13)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in said Town of HOPKINTON, County of St. Lawrence and State of New York, being in Township No. 15, Great Tract No. 2 of Macomb's Purchase, and known as parts of subsections 2 and 4 of section 4 of the Palmer Tract, so called, and bounded as follows, viz: - BEGINNING at the N.E. corner of subsection 4, aforesaid, thence S. 4 degrees 30' W. 8 chs. 89 lks. along the E. line of said subsection which is also the E. line of said section 4; thence N. 86 degrees W. 37 chs. 70 lks. to the W. line of said subsection; thence No. 8 chs. 89 lks. all along said W. line to the N.W. corner

of said subsection 4: thence S. 86 degrees E. 25 chs. 70 lks.; along the N. line of said subsection and along the S. line of 50 acres contracted to Charles R. Harriman. to the S.E. corner thereof; thence N. 3 degrees E. 18 chs. 30 lks. in subsection 2, to the N.E. corner of said Herriman lot; thence E. 12 chs. 3 lks. to the S.E. corner of 52.65 acres deeded to Dennis Stacy on the 4 of Oct. 1864; thence S. 3 degrees W. 18 chs. 30 lks. on the E. line of said subsection 2, to the S.E. corner thereof, to the place of beginning. CONTAINING 57.51 acres, more or less.

PARCEL FOURTEEN (Liber 257 Cp 364, Parcel No. 14)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in said Town of HOPKINTON, County of St. Lawrence and State of New York, being part of subsection 4 of section 14 of the Palmer Tract, in Township 15, Macomb's Purchase, Great Tract 2, and bounded as follows: - BEGINNING at the N.E. corner of said subsection 4; thence S. 1 degree W 20 chs. 75 links along E. line of section 14; thence N. 86 degrees W. 33 chs. 67 lks. to the W. line of said Subsection 4; thence N. 1 degree E. 21 chs. to the N.W. corner of said subsection 4; thence S. 86 degrees E. 33 chs. 63 lks. to place of beginning. CONTAINING 70.23 acres of land, more or less.

PARCEL FIFTEEN (Liber 257 Cp 364, Parcel No. 15)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in said Town of HOPKINTON, County of St. Lawrence and State of New York, being part of subsection 2, of section 14 of the Palmer Tract, in Township 15 of Macomb's Purchase, Great Tract 2, and bounded as follows: - BEGINNING at the S.E. corner of said subdivision 2, and also at the N.E. corner of 70.23 acres deeded to John Harran Dec. 17, 1892; thence N. 86 degrees W. 33 chs. 63 lks. to the S.W. corner of subsection 2; thence N. 1 degree W. 6 chs. 11 lks. to a corner of land contracted to Jas. H. Knowlton; thence S. 86 degrees 30' E. 33 chs. 63 lks. along said Knowlton's line to E. line of section 14; thence S. 1 degree W. 7 chs. 7 lks. to place of beginning. CONTAINING 22 acres of land, more or less.

PARCEL SIXTEEN (Liber 257 Cp 364, Parcel No. 16)

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, situate in said Town of HOPKINTON, County of St. Lawrence and State of New York, being part of subsections 1 & 3 of section 14 of the Palmer Tract, in Township 15, Macomb's Purchase, Great Tract 2, and bounded as follows: BEGINNING in the E. line of said subsection 1 at the S.E. corner of 71 acres deeded George S. Wright May 10, 1871; thence S. 1 degree E. 9 chs. 86 lks. to the S.E. corner of said subsection; thence S. 1 degree W. 13 chs. 25 lks. along E. line of subsection 3; thence N. 86 degrees W. 14 chains to a corner of land sold A. Flanders; thence N. 2 degrees W. 22 chs. 75 lks. to the N.E. corner of said Flanders lot; thence S. 86 degrees E. 15 chs. 75 lks. to the place of beginning. CONTAINING 34.09 acres of land, more or less.

PARCEL SEVENTEEN (Liber 257 Cp 364, Parcel No. 17)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Town of HOPKINTON, County of St. Lawrence and State of New York, in that part of Township No. 15 in Great Tract No. 2 of Macomb's Purchase, called the Palmer Tract, being the whole of subsections 3 and 4 of section 23 and part of subsections 1, 2 and 4 of section 28 thereof; BEGINNING in the W. line of section 23 at the N.W. corner of subsection 3, thence S. 86 degrees E. along the N. line of said subsection 42 chains 96 links to the N.E. corner of said subsection 3, which is also the N.W. corner of said subsection 4; thence along the N. line of subsection 4, S. 85 degrees E. 36 chains 6 lks. to its N.E. corner in the E. line of section 23; thence S. 1 degree W. along the E. line of section 23, 40 chs. 18 lks. to its S.E. corner which is also the N.E. corner of section 28; thence along its E. line S. 1 degree E. 39 chs. 85 lks. to the S.E. corner of its subsection 2, which is also the N.W. corner of its subsection 4; thence continuing along the E. line of section 28, S. 1 degree 30' W. 37 chs. 80 lks. to the S.E. corner of section 28; thence N. 82 degrees W. along the S. line of section 28, 19 chs. 78 lks. to a stake and stones; thence N. 30 degrees W. 29 chs. 33 lks. to a post in the S. line of the Arthur J. Phillips lot; thence easterly on said Phillips southerly line 3 chs. 50 links to the S.E. corner of the Phillips lot; thence N. 4 degrees E. along said Phillips' E. line 31 chs. 63 lks. to a spruce post, being the N.E. corner of the Phillips' lot; thence N. 86 degrees W. along said Phillips' N. line 31 chs. 63 links to a hemlock post being the N.W. corner of the Phillips' lot; thence S. 4 degrees W. along said Phillips' W. line 6 chs. 13 lks. to a post; thence westerly 15 chs. 40 lks. to the W. line of subsection 1, of section 28, said point being 9 chs. from the S.W. corner of said subsection 1; thence N. 1 degree 30' E. along the W. line of said sections 28 and 23, 71 chs. 37 links to the place of beginning. CONTAINING 677.32 acres. Subject to the right of way across said land to the N. line of Arthur J. Phillips land, as contained in a deed from Simeon L. Clark to Arthur J. Phillips on May 23, 1896, and recorded October 30th, 1896, in the St. Lawrence County Clerk's Office in Liber of deeds No. 147 C. at page 1751.

PARCEL EIGHTEEN (Liber 257 Cp 364, Parcel No. 18)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Town of HOPKINTON, County of St. Lawrence and State of New York, in Macomb's Purchase, Township 15, of Great Tract No. 2, being in that part of said Township known as the Palmer Tract, and part of subdivision 4 of section 9, subsection 3 of section 10, and subsection 2 of section fourteen and bounded as follows: - viz: - BEGINNING in section 9 at the N.W. corner of its subsection 4; and runs thence S. 86 degrees E. along the N. line of subsection 4, 35 chs. 2 lks. to the N.E. corner of said subsection 4, in the E. line of section 9, which is also the W. line of section 10, and which corner is also the N.W. corner of subsection 3 of section 10; thence S. 88 degrees 30' E. on the N. line of said subsection 3, 6 chs. 29 lks.; thence S. 1 degree 15' E. 39 chs. 78 lks. to the S. line of said section 10; thence N. 86 degrees W. along the S. line of section 10, 6 chs. 29 lks. to its S.W. corner; thence N. 1 degree 15' W. along the W. line of said section 10, which is also the E. line of section 9, 9 chs. 84 lks. to the N.E. corner of 45 and 1/2 acres deeded to Morris W. Day by Charles S. Olmstead, Oct. 1, 1898; thence N. 86 degrees W. 14 chs. 12 lks.; thence S. 2 degrees E. 35 chs.; thence S. 86 degrees E. 12 chs. all along said Day lot, to the E.

line of said section 14; thence S. 1 degree W. along said E. line 5 chs. 77 lks. to the N.E. corner of 22 acres deeded John Harran, Nov. 4, 1893; thence N. 86 degrees W. along the N. line of said Harren lot. 33 chs. 63 lks. to the N.W. corner thereof; and the W. line of subsection 2 of section 14; thence N. 1 degree W. 32 chains, along said subsection line, to its N.W. corner, in the N. line of section 14; which is also the S. line of section 9, and the S.W. corner of subsection 4 thereof; thence N. 1 degree 30' W. along its W. line 39 chs. 79 lks. to the place of beginning. CONTAINING 231.75 acres, more or less.

PARCEL NINETEEN (Liber 257 Cp 364, Parcel No. 19)

ALSO ALL THAT TRACT OR PARCEL OF LAND, situate in the said Town of HOPKINTON, County of St. Lawrence and State of New York, being in Macomb's Purchase Great Tract No. 2, Township 15, of said tract and part of sections 5 & 10 of the Palmer Tract, and bounded as follows: - BEGINNING at the S.E. corner of said section No. 10, thence N. 86 degrees W. 47 chains 47 lks. to the S.W. corner of subsection 4, of said section 10; thence N. 1 degree 30' W. 30 chs. 49 lks. along subsection line to S.W. corner of 25 acres deeded to C. V. McEwen May 1871; thence S. 86 degrees E. 24 chs. to S.E. corner of said 25 acres; thence N. 3 degrees E. 23 chs. 37 lks. along E. line of said McEwen lot and E. line of 31.10 acres deeded to Morris Day to N.E. corner of said Day lot; thence N. 84 degrees W. 24 chs. to N.W. corner of said Day lot and W. line of subsection 2 of said section 10; thence N. 3 degrees 30' E. along said W. line 13 chains 44 lks. to an angle in a surveyed road; thence N. 28 degrees W. 18 chs. 73 lks. and N. 3 degrees E. 6 chs. along said road line to the S.W. corner of 34.02 acres deeded to Harvey Brown; thence S. 87 degrees E. 36 chains 44 lks. along S. line of said Brown lot and of 26.41 acres held by Morris Day to the S.E. corner of said Day lot; thence N. 3 degrees E. 8 chs. to S.W. corner of 150.67 acres deeded Charles B. Weller; thence S. 87 degrees E. 21 chains to S.E. corner of said Weller lot and to the E. line of above mentioned section 5; thence S. 17 chs. 14 lks. along said E. line to the S.E. corner of said section 5 and the N.E. corner of above mentioned 10; thence S. along E. line of said section 10 to the place of beginning. a distance of 80 chs. 18 lks. CONTAINING 400.24 acres of land, be the same more or less.

PARCEL TWENTY (Liber 257 Cp 364, Parcel No. 21, 1st)

ALSO ALL THOSE SEVERAL PIECES OR PARCELS OF LAND, situate in said Town of HOPKINTON, County of St. Lawrence and State of New York, being in that part of Township 15, in Great Tract No. 2 of Macomb's Purchase, known as the Palmer Tract and bounded as follows, viz: -

FIRST: - Part of subsection 1 of section 5. BEGINNING in their W. line at the S.W. corner of 37.46 acres deeded to Lyman Page on the 23rd day of April, 1873, thence S. 87 degrees E. 45 chains 92 links to the S.E. corner of said Page lot and the E. line of subsection 1; thence S. 3 degrees W. along the said subsection line 13 chs. 70 links to the N.E. corner of 55.18 acres

deeded to O. P. Dexter on the 17th day of September, 1902, by James Tharrett; thence N. 87 degrees W. 45 chs. to the N.W. corner of said Tharrett lot and the W. line of said section and subsection; thence N. 2 degrees E. along their said west line 12 chs. 44 lks. to the place of beginning. CONTAINING 57.50 acres of land.

PARCEL TWENTY-ONE (Liber 257 Cp 364, Parcel No. 21, 2nd)

SECOND: - Part of subsection 4 of section 5; BEGINNING at the S.E. corner of 59.02 acres deeded Lucien S. Brown on the 13th day of January 1891; thence N. 3 & 1/3 degrees E. 23 chs. 50 lks. to the N.E. corner thereof, and to 131.59 acres deeded to said Dexter 21 of August, 1902, by Azro L. Blake; thence S. 86 degrees E. 11 chs. 34 links along said Blake lot to the S.E. corner thereof and to one hundred and fifty acres and sixty seven hundredths of an acre once deeded to Charles B. Weller; thence S. 3 degrees W. 23 chs. 50 lks. along said Weller lot and along 400.24 acres deeded said Dexter Aug. 18, 1902, by Frederick M. Heath, to an angle therein; thence N. 86 degrees W. along said Heath lot 11 chains 14 lks. to the place of beginning. CONTAINING 26.41 acres, more or less.

PARCEL TWENTY-TWO (Liber 257 Cp 364, Parcel No. 21, 3rd)

THIRD: Part of subsection 3 of section 5 and of subsection 1, 2 and 3 of section 10; BEGINNING at the S.W. corner of section 5 and running thence N. 4 degrees 30' E. along said section line 27 chs. 80 lks. to the S.W. corner of 91.21 acres deeded Lyman Day Apr. 18, 1864; thence E. 47 chs. 80 lks.; along said Day lot to the S.E. corner thereof and to 59.02 acres deeded Lucien S. Brown Jan. 13, 1891; thence along said Brown lot S. 7 degrees W. about 7 chs.; thence S. 3 degrees W. about 17 chains 75 links part along said Brown lot and part along said 400.24 acres deeded said Dexter Aug. 18, 1902, by Frederic N. Heath; thence S. 28 degrees E. 18 chs. 40 lks; thence S. 3 degrees 30' W. 13 chs. 44 lks.; thence S. 86 degrees E. 24 chs.; thence S. 3 degrees W. 12 chains 96 lks. all along said Health lot to the S. line of said subsection 2, of section 10 and the N.E. corner of 25 acres in subsection 4, deeded said Dexter by Azro L. Blake Oct. 21, 1902; thence N. 86 degrees W. along the S. line of said subsection 2, which is also the N. line of said subsection 4, and along said Blake lot; 24 chs. to the S.W. corner of said subsection 2, which is also the N.W. corner of subsection 4, the N.W. corner of said Blake lot and the N.E. corner of subsection 3; thence S. 1 degree 30' W. along the E. line of subsection 3 and the W. line of said Blake and Heath lots 40 chs. 90 lks. to the S.E. corner of subsection 3 and the S. line of section 10; thence N. 86 degrees W. 48 chains 15 lks. along the S. line of section 10 and its subsection 3, to the S.E. corner of lands contracted to James H. Knowlton; thence N. 1 degree 15' W. 30 chains 78 lks. to the N.E. corner of said Knowlton lot and to the N. line of said subsection 3; which is also the S. line of subsection 1, to the W. line of section 10; thence N. 37 chs. 90 lks. along the W. line of said section 10 to the place of beginning. CONTAINING 557.47 acres, more or less.

PARCEL TWENTY-THREE (Liber 257 Cp 364, Parcel No. 21, 4th)

FOURTH: - Part of subsection 4 of section 9, and of subsection 2 of section 14; BEGINNING at the N.E. corner of section 14, which is also the S.E. corner of section 9, and running thence S. 1 degree W. along the E. line of section 14, 25 chs. 25 lks.; thence N. 87 degrees W. 12 chs.; thence N. 2 degrees E. 35 chs.; thence S. 86 degrees E. 14 chs. 12 lks. to the E. line of section 9, which is the W. line of section 10; thence S. 1 degree E. along the E. line of section 9, 9 chs. 84 lks. to the S.E. corner of section 9; which is also the S.W. corner of section 10; and the N.W. corner of section 15, and the place of beginning. CONTAINING 45.50 acres more or less.

PARCEL TWENTY-FOUR (Liber 257 Cp 364, Parcel No. 22)

ALSO ALL THAT OTHER PIECE OR PARCEL OF LAND, situate in the said Town of HOPKINTON, County of St. Lawrence and State of New York, being part of subsection 2 of section 9, of Township 15, of said Town of Hopkinton which Township is known as the Palmer Tract, and bounded as follows: - BEGINNING at the S.E. corner of said subsection 2; thence N. 86 degrees W. 35 chs. 2 lks. to the S.W. corner of said subsection 2; thence N. 17 chs. 87 lks. along the subsection line to the S.W. corner of 25 acres deeded James H. Knowlton, September 24, 1891; thence E. 35 chs. 50 lks. to the S.E. corner of the Knowlton lot and the E. line of said subsection 2; thence S. 20 chains to the place of beginning. CONTAINING 66.17 acres, more or less.

PARCEL TWENTY-FIVE (Liber 257 Cp 364, Parcel No. 23)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of HOPKINTON, County of St. Lawrence and State of New York, and bounded and described as follows: - BEGINNING at the S.W. corner of subdivision No. 1 of section No. 5, running thence along the S. line of said subsection No. 1, S. 86 degrees E. 45 chs. 34 lks. to the line surveyed for a road; thence along said road line S. 3 degrees W. 10 chs. 30 lks.; thence S. 12 degrees E. 6 chains; thence S. 7 degrees W. 12 chs. 10 lks.; thence W. along a line of marked trees 47 chs. 80 lks. to the E. line of section 4; thence N. 4 degrees 30' East along said E. line 21 chs. 20 lks.; to the place of beginning. CONTAINING 91.24 acres of land, more or less. Being the same premises deeded to Henry Phelps, George B. Conger, and Alpheus B. Conger, by deed dated Dec. 14, 1903 and recorded in the office of the Clerk of St. Lawrence County in book of deeds No. 164 B. at page 1274, by Charles S. Olmstead.

PARCEL TWENTY-SIX (Liber 257 Cp 364, Parcel No. 24)

Said lands are more particularly described as follows: - All that Timber lot or Piece of Land, lying in the Town of HOPKINTON, County of St. Lawrence and State of New York,

being part of subsection #1 of section #19, of the Palmer Tract and bounded as follows: - BEGINNING at the northwest corner of said section 19: thence S. 86 degrees E. forty five chains twenty five links (45.25) to the N.E. corner of said Subsection # 1; thence S. 2 degrees W. ten chains fifty links (10.50) to N.E. corner of 50 69/100 acres deeded Asahel Jenne, Jan. 17, 1878; thence N. 86 degrees W. forty four chains seventy four links (44.74) to N.W. corner of said Jenne lot; thence N. one degree W. ten chains and fifty links (10.50) along west line of said section # 19 to place of beginning. CONTAINING 47 25/100 acres of land, more or less.

PARCEL TWENTY-SEVEN (Liber 257 Cp 364, Parcel No. 25)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of HOPKINTON, County of St. Lawrence and State of New York, being part of sections # 14 and # 19 of the Palmer tract and bounded as follows: - BEGINNING in east line of section # 14, subsection 4, and S.E. corner of 70 23/100 acres deeded John Harran December 17, 1892; thence N. 86 degrees W. thirty three chains sixty seven links (33.67) to W. line of subsection # 4 and S.W. corner of said Harran lot; thence S. one degree W. seventeen chains sixty eight links (17.68) along W. line subsection # 4 of section # 14; thence S. 2 degrees W. six chains eighty five links (6.85) along W. line of subsection # 2 of Section # 19; thence S. 86 degrees W. thirty three chains eighty five links (33.85) in E. line of Section # 19; thence N. six chains to N.E. corner of Sec. # 19; thence N. 1 degree E. seventeen chains fifty links (17.50) along E. line of Section # 14 to place of beginning. CONTAINING 81 10/100 acres, more or less.

PARCEL TWENTY-EIGHT (Liber 257 Cp 364, Parcel No. 26)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of HOPKINTON, County of St. Lawrence and State of New York, being part of sec. 20 of the Palmer Tract and bounded as follows: - BEGINNING at a point in the E. line of St. Lawrence Co., which is distant N. 5 degrees 30 minutes E. twenty chains two links (20.02) from S.E. corner of said Sec. 20; thence N. 84 degrees 30 minutes W. twenty eight chains (28) to post and stones set on E. bank of east brook at highwater mark; thence S. 10 degrees W. two chains; thence S. 3 degrees W. seven chains (7); thence S. 21 degrees 30 minutes E. five chains twenty eight links (5.28); thence S. 34 degrees E. nine chains seventy eight links (9.78) to S. line of Sec. 20 and N. line of Sec. 25; thence S. 84 degrees 30 minutes E. eighteen chains twenty five links (18.25) to county line between St. Lawrence and Franklin; thence N. 5 degrees 30 minutes E. twenty chains two links (20.02) to place of beginning. CONTAINING 51 54/100 acres, more or less.

PARCEL TWENTY-NINE (Liber 257 Cp 364, Parcel No. 27)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of HOPKINTON, County of St. Lawrence and State of New York, being in that part Township No. 15 in Great Tract No. 2 of Macomb's Purchase called the Palmer tract, and in subdivision 2 of section 20,

being in the County line of the south east corner of said subsection 2 and running thence north 88 degrees west. along the south line of said subdivision 25 chains and 40 links to the southwest corner thereof: thence north 3 degrees 30 minutes east along the west line of said subdivision 2, 19 chains and 14 links to land once deeded to George Wilkins; thence south about 88 degrees east along the south bounds of said Wilkins land 50 chains and 57 links to the south east corner thereof, in the Town and County line; thence south along said Town and County line 19 chains and 29 links to the place of beginning. CONTAINING 96 and 95/100 acres of land, more or less.

EXCEPTING AND RESERVING out of the above described premises and the operation of this deed 25 acres off of the south end as described in a deed from Alexander Raymo and his wife, to Daniel Raymo dated December 1st, 1882 and recorded in St. Lawrence County Clerk's Office on the 27th day of September, 1883, in Liber 118 C. at page 423.

The lands hereby intended to be conveyed are the same, with the exception therein contained, conveyed by Samuel W. Chambers and Nancy his wife, to Edwin E. Chambers by deed dated the 12th day of February, 1903, and recorded in St. Lawrence County Clerk's Office on the 13th day of February, 1903, at 9 o'clock A.M., in book No. 161 of deeds, at page 233.

PARCEL THIRTY (Liber 257 Cp 364, Parcel No. 28)

ALSO ALL THAT CERTAIN OTHER PIECE OR PARCEL OF LAND, lying in the Town of HOPKINTON, County of St. Lawrence, State of New York, being part of subsection 3 of section 20, of the Palmer Tract and bounded as follows, to wit: BEGINNING at the northeast corner of subsection 3, above mentioned, and running thence south 4 degrees west 18 chains and 25 links along subsection line to land contracted to John Stark; thence north eighty six degrees west 36 chains to the east line of Blake lot; thence north 3 degrees east 13 chains and 75 links to corner of Blake lot; thence south 85 degrees east 14 chains and 67 links along the south line of 13 71/100 acres deeded to S. Chambers in November 1888; thence north 3 degrees east 4 chains and 80 links to the northeast corner of said deeded lot and the north line of said subsection 3; thence south 86 degrees east 21 chains and 68 links to the place of beginning. CONTAINING 59 66/100 acres of land, more or less, being the same lands conveyed by Frederic M. Heath and wife on the 7th day of September, 1894, to Samuel W. Chambers and Edwin Chambers.

PARCEL THIRTY-ONE (Liber 257 Cp 364, Parcel No. 29)

ALSO ALL THAT CERTAIN OTHER PIECE OR PARCEL OF LAND, lying in the Town of HOPKINTON, County of St. Lawrence and State of New York, known as part Section 20, and subsection 1 of the Palmer Tract and bounded as follows: - to wit: - BEGINNING at the southwest corner of said subsection 1 of section 20 and running thence north 19 chains and twenty five links along section line to the southwest corner or 995 77/100 acres deeded George Wilkins January 21st, 1861; thence south 86 degrees east 49 chains and 75 links along south line

thereof to the east line of said subsection 1; thence south 3 degrees 30 minutes west, 19 chains and 14 links to the southeast corner of said subsection; thence north 86 degrees west, 48 chains and 1 link to the place of beginning. CONTAINING 94 acres, more or less, being the same lands conveyed to Samuel Chambers by Frederic M. Heath and wife on February 25th, 1891.

PARCEL THIRTY-TWO (Liber 257 Cp 364, Parcel No. 30)

ALSO ALL THAT CERTAIN OTHER PIECE OR PARCEL OF LAND SITUATE in the Town of HOPKINTON, County of St. Lawrence and State of New York, and known as part of subsection No. 3 of section No. 20 of the Palmer Tract and is bounded as follows: - to wit: - BEGINNING in the west line of said section 20 and at the northwest corner of said subsection 3, and running thence south 86 degrees east 26 chains 33 links along the north line of said subsection 3; thence south 4 degrees west, 4 chains and 80 links; thence north 88 degrees west 26 chains to the west line of said section 20; thence north 3 degrees east 5 chains and 69 links to the place of beginning. CONTAINING 13 and 71/100 acres of land, more or less, being the same lands conveyed on the 6th day of November 1888, by Frederick M. Heath and wife to Samuel W. Chambers.

PARCEL THIRTY-THREE (Liber 257 Cp 364, Parcel No. 31)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of HOPKINTON, County of St. Lawrence and State of New York, being part of Palmer Tract so called, and bounded and described as follows: - BEGINNING at a post and stones in the line between St. Lawrence-Franklin Counties at the south east corner of section No. 10 of the Palmer Tract and runs thence along the said County line as formerly run ninety eight chains twenty eight links (98-28) to a hemlock stake and stones marked D. P. Co., eighteen chains and sixty links south of the southeast corner of section No. 15 of said tract; thence north eighty degrees west along a line of marked trees one hundred chains and seventy five links to a spruce stake in the east line of section No. 19 of said tract marked D. P. & Co., twenty chains south of southwest corner of section No. 15; thence along the line between sections Nos. 19 and 20, 14 and 15 north 1 degree east ninety six chains and fifty links to a post and stones as the southwest corner of section No. 10; thence south eighty six degrees east along the line between section No. 10 and No. 15 one hundred one chains and ninety one links to the place of beginning. CONTAINING nine hundred ninety five acres and seventy seven one hundredths of an acre of land.

PARCEL THIRTY-FOUR (Liber 257 Cp 364, Parcel No. 32)

ALL THAT PIECE OR PARCEL OF LAND, situate in the Town of HOPKINTON, County of St. Lawrence and State of New York, known as the north half of the Mahar lot CONTAINING 94 88/100 acres, be the same more or less.

PARCEL THIRTY-FIVE (Liber 257 Cp 364, Parcel No. 33)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of HOPKINTON, County of St. Lawrence and State of New York, being part of section 23, subsections 1 and 2 of the Palmer Tract and bounded as follows: - BEGINNING at the N.E. corner of section 23 of the Palmer Tract; thence S. 1 degree W. forty eight chains fifty four links (48.54) to N.E. corner of subsection 4 of said section; thence N. 85 degrees W. thirty six chains six links (36.06) to the N.W. corner of said subsection of said section; thence N. 86 degrees W. twenty eight chains fifty links (28.50) along the N. line of subsection 3; thence N. 3 degrees 30 minutes E. forty seven chains twenty links (47.20) to the N. line of said section; thence S. 86 degrees E. thirty chains (30) to N.W. corner of subsection 2; thence S. 86 degrees E. thirty four chains twenty one links (34.21) to place of beginning. CONTAINING three hundred eight 18/100 acres, more or less.

PARCEL THIRTY-SIX (Liber 257 Cp 364, Parcel No. 34)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of HOPKINTON, County of St. Lawrence and State of New York, being part of section 23 subsection 1 of the Palmer Tract and bounded as follows: - BEGINNING at N.W. corner of section 23; thence S. 86 degrees E. fifteen chains eighty eight links (15.88) along N. line of section 23 to N.W. corner of 308.18 acres deeded M. J. Clifford and Son in 1904; thence S. 3 degrees 30 minutes W. forty seven chains twenty links (47.20) along W. line of said Clifford lot to N. line of subsection 3 of section 23; thence N. 86 degrees west fourteen chains forty six links (14.46) along said N. line of subsection 3 to W. line of section 23; thence N. 1 degree W. forty seven chains sixty four links (47.64) along W. line of section 23 to beginning. CONTAINING 73 66/100 acres, more or less.

PARCEL THIRTY-SEVEN (Liber 296 Cp 52, Parcel No. 1)

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of HOPKINTON, County of St. Lawrence and State of New York, being the northeast quarter of Township No. 12, called Riversdale, of Great Tract No. 2 of Macomb's Purchase, bounded northerly by the southerly line of Township No. 15 of said Great Tract, east by the east line of said Great Tract, being the line between the said County of St. Lawrence and the County of Franklin, south by the south half of said township No. 12 and west by the northwest quarter thereof, CONTAINING 7,571 acres of land, be the same more or less;

EXCEPTING therefrom the parcel conveyed by Wm. F. Edlefson, et al., Trustees, to the Brooklyn Cooperage Company, a corporation organized under the laws of the State of New York, and having an office at 117 Wall Street, in the City of New York, by a deed dated July 30, 1925, and recorded in the Clerk's Office of the County of Saint Lawrence on the 29th day of

August. 1925. in Liber 228 of Deeds. at page 488. and particularly described as follows:

ALL THAT TRACT OR PARCEL OF LAND. situate. lying and being in Big Lot #12 as shown on map of F. A. Cutting of N.E. 1/4 of Township of Riversdale and more particularly described as follows: BEGINNING at a point in the north line of the south 1/2 of Riversdale at the S.W. corner of said Big Lot #12 as shown on said Cutting map and running thence North 5° East 45.80 chains to a post and stones; thence South 85° East 44 chains to a post and stones thence South 5° West 45.80 chains to a post and stones; and the place of beginning, CONTAINING 201.52 acres of land as surveyed by H. H. Hazen, surveyor, April 1925, as shown on a plat attached to and made a part of the deed given to the said Brooklyn Cooperage Company.

AND also all the right, title and interest of the parties of the first part in and to the right of way over and upon a certain road in the northeast corner of the property conveyed by Wm. F. Edlefson, et al., Trustees, to the Brooklyn Cooperage Company by the said deed dated July 30th, 1925, which said road is particularly shown and marked "Train Pond Road" on the plat attached to and made a part of the aforesaid deed and which right of way was reserved in and by the said aforesaid deed;

PARCEL THIRTY-EIGHT (Liber 296 Cp 52, Parcel No. 2)

ALSO all that tract or parcel of land, situate in the Town, County and State aforesaid, and known as section No. 29 of the Palmer Tract and bounded and described as follows: BEGINNING in the south line of the said Palmer Tract at the southwest corner of Section No. 30 of said tract, and running thence west along the south line of said tract as the compass formerly bore, 79 chains 75 links to the southeast corner of section No. 28 of said tract; thence along the east bounds of said section No. 28 north 1 1/2° east 37 chains 80 links and north 1° west 39 chains 85 links to the northeast corner thereof, and the southwest corner of section No. 24 of said tract; thence along the south line of said section No. 24 of said tract south 85° east 40 chains 72 links and south 85 1/2° east 39 chains 90 links to the southeast corner of section No. 24 and northeast corner of section No. 30 of said tract; thence along the west line of said section No. 30 south 2° west 38 chains 74 links and south 30' west 37 chains 10 links to the place of beginning, CONTAINING 608 and 34/100 acres of land, be the same more or less, as formerly surveyed by A. S. Smith.

PARCEL THIRTY-NINE (Liber 296 Cp 52, Parcel No. 3)

ALSO all that other tract or parcel of land in the Town, County and State aforesaid, being the whole of subdivision #3 of Section #30 of the Palmer Tract, so called, and bounded and described as follows: BEGINNING at the southwest corner of said section #30 and running

thence north 30' east 37 chains and 10 links along the west line of said section #30: thence south 86° east 39 chains and 48 links to the northwest corner of subsection #4 of said section #30; thence south 3° 30' west 34 chains and 78 links to the southwest corner of said subsection #4 and south line of Palmer Tract: thence north 89° west 37 chains and 96 links along said south line of Palmer Tract to the place of beginning, CONTAINING 139 and 15/100 acres, more or less.

PARCEL FORTY (Liber 296 Cp 52, Parcel No. 4)

ALSO all that tract or parcel of land, situate in the County of Franklin and State of New York, in the westerly portion of Township No. 13 of Great Tract No. 1, Macomb's Purchase, bounded and described as follows: BEGINNING at a spruce post and stones set in the line between St. Lawrence and Franklin Counties, whence the east center corner of Riversdale township in St. Lawrence County bears North 4° East 2 and 89/100 chains and the westerly center corner of Township No. 13 of Franklin County (or Wilson Cor.) bears North 4° East 3 and 98/100 chains; thence South 86° East 25 chains to a spruce post 4" x 4" in stones; thence North 4° East 21 and 50/100 chains to a spruce post 4" x 4" set on S. W. side of high rocky bluff, thence North 86° West 25 chains intersecting said county line at a pine tree 5" Dia. squared, thence South 4° West 21 and 50/100 chains along the county line across Train Pond to the place of BEGINNING. CONTAINING 53 and 3/4 acres of land and water, be the same more or less.

RESERVING, however, from the first above described parcels the following tract or parcel of land conveyed by Gould Paper Company to Clifford Mason, and described as follows: All that tract or parcel of land, situate in the Town of HOPKINTON, County of St. Lawrence and State of New York and being a part of Great Tract No. 2 of Macomb's Purchase, more particularly bounded as follows: BEGINNING at a point on the shore of Lake Ozonia at low water mark, said point of beginning, being on the line which is the southerly line of lands of Northern New York Utilities, Inc. and which line is also the northerly line of lands formerly of Cutting Forest Preserve, Inc. and Frank A. Cutting, and runs thence S. 82° E. along the said line 8 ch. 18 lk. to a post standing in the line between the Counties of St. Lawrence and Franklin; thence southerly along the said county line 6 ch. 11 lk. to a stake; thence S. 79 3/4° W. 9 ch. 35 lk. along a line of marked trees to the shore of Lake Ozonia at low water mark; thence in a northeasterly and northerly direction along the low water line of said lake to place of beginning, CONTAINING 5 and 75/100 acres of land, more or less, as surveyed by S. J. Neff August 1927. (The second course in this deed "thence southerly along the said county line 6 ch. 11 lks. to a stake" is omitted from the record of this deed in St. Lawrence County Clerk's Office.)

The above reserved parcel was conveyed by deed dated Oct. 2, 1929, recorded in St. Lawrence County Clerk's Office on Nov. 12, 1929 in Liber 259 of Deeds at page 136.

PARCEL FORTY-ONE (Liber 225 Cp 305, Parcel 1)

ALL the westerly two-thirds of a parcel of 3,487.52 acres of land in the north one-half of the northwest quarter of Township 10, Great Tract 3, Macomb's Purchase, St. Lawrence, New York. BEGINNING at the northeast corner of Lot No. 1, which is in the north line of Township 10, Great Tract 3, Macomb's Purchase; thence South 83 degrees 30' East 20.83 chains from the northwest corner of said Township 10; thence South 6 degrees 30' West 47.16 chains along the easterly line of Lot No. 1; thence North 83 degrees 30' West along the southerly line of Lot No. 1, 11.25 chains to the center of the Grasse River; thence up the center of the said Grasse River the following courses and distances: South 12 degrees 40' East 16.90 chains; thence South 33 degrees 30' West 7.94 chains; thence South 15 degrees 15' East 8.93 chains; thence South 47 degrees 30' East 4.79 chains; thence South 64 degrees 25' West 7.15 chains; thence South 30 degrees East 5.53 chains; thence South 22 degrees 20' West 5.58 chains; thence South 28 degrees East 5.58 chains; thence South 43 degrees 20' East 5.71 chains; thence North 75 degrees 40' East 21.16 chains; thence South "thence south" 41 degrees East 9.35 chains; thence South 2 degrees 45' East 10.12 chains; thence South 51 degrees 20 West 3.23 chains; thence South 20 degrees 40' East 6.06 chains; thence North 68 degrees 10' East 13.05 chains; thence South 4 degrees 20' East 4.62 chains to the center of the highway bridge on the road leading from Clarksboro to Benson Mines; thence South 38 degrees 50' East 12.76 chains; thence South 9 degrees 40' West 3.41 chains; thence South 57 degrees East 10.73 chains; thence North 64 degrees 45' East 5.53 chains; thence South 66 degrees East 7.49 chains; thence South 18 degrees 40' East 6.50 chains; thence South 68 degrees 30' East 9.33 chains; thence North 76 degrees East 6.56 chains; thence South 55 degrees East 4.18 chains; thence North 0 degrees 10' West to a squared post in the highway leading from Clarksboro to Degrasse on the north side of the Grasse River at a point 4 chains northwesterly along the highway from the old hotel; thence along the highway South 16 degrees 50' East 17.10 chains; thence North 85 degrees East 3.20 chains; thence North 89 degrees 20' East 4.73 chains; thence South 41 degrees 20' East 4.76 chains to a point in the center of the highway and in the south line of the northwest quarter of the north half of said Township 10. This point is 3.84 chains northwesterly along the center of the highway from a cement culvert. Thence along the said south line of the north half of the northwest quarter of said Township 10 South 83 degrees 30' East 45.96 chains; thence North 5 degrees 50' East 143.01 chains to the north line of the northwest quarter of said township; thence North 83 degrees 30' West 176.21 chains to the place of beginning. CONTAINING 2,325.02 acres, more or less, according to a survey made by Wilbur F. Smith for the Conservation Commission of the State of New York, in 1920 and shown upon Map No. 1314 on file in their office.

EXCEPTIONS AND RECITATIONS (Liber 225 Cp 305)

SUBJECT, however, to all minerals and mineral rights reserved in a deed from George C. Clark and John C. Thompson and their respective wives to the party of the first part, dated January 23, 1906, and recorded in St. Lawrence County Clerk's Office on January 26, 1906, in Liber 167 B. of Deeds, page 1048.

BEING the same lands described in a certain judgment making actual partition and division between William H. Shannon and Clarence A. Ludlum of lands in Township 10, Great

Tract 3, Macomb's Purchase, St. Lawrence County, which said judgment was duly entered in the office of the Clerk of St. Lawrence County on December 17, 1923, reference thereto being had for greater particularity.

EXPRESSLY EXCEPTING AND RESERVING from the premises above described, that part thereof heretofore conveyed by the party of the first part to Grantees as follows:

1. Northern New York Utilities, Inc. by deed dated December 31, 1924, and recorded in St. Lawrence County Clerk's Office in Book 225 of Deeds at page 178.

2. The Power Corporation of New York by deed dated December 31, 1924, and recorded in St. Lawrence County Clerk's Office in Book 225 of Deeds at page 176.

Reference to which instruments and the record thereof being here made for a more particular description of the premises, easements, rights and privileges therein conveyed and herein excepted and reserved.

PARCEL FORTY-TWO (Liber 225 Cp 307, Parcel 1)

ALL the eastern one-third of a parcel of 3,487.52 acres of land in the north one-half of the northwest quarter of Township 10, Great Tract 3, Macomb's Purchase, St. Lawrence County, New York: BEGINNING at a post set by Wilbur F. Smith in 1920 for the northeast corner of the northwest quarter of said Township 10; thence South 5 degrees 50' West along the easterly line of said northwest quarter, 143.01 chains to a post and stones; thence North 83 degrees 30' West 81.29 chains; thence North 5 degrees 50' East 143.01 chains to the north line of the northwest quarter which is also the north line of said Township 10; thence South 83 degrees 30' East 81.29 chains to the place of beginning. CONTAINING 1,162.50 acres.

EXCEPTIONS AND RECITATIONS (Liber 225 Cp 307)

SUBJECT, however, to all minerals and mineral rights RESERVED in a deed from George C. Clark and John C. Thompson and their respective wives to the party of the first part, dated January 23, 1906, and recorded in St. Lawrence County Clerk's Office on January 26, 1906, in Liber 167 B. of Deeds, page 1048.

BEING the same lands described in a certain judgment making actual partition and division between William H. Shannon and Clarence A. Ludlum of lands in Township 10, Great Tract 3, Macomb's Purchase, St. Lawrence County, which said judgment was duly entered in the Office of the Clerk of St. Lawrence County on December 17, 1923, reference thereto being had for greater particularity.

EXPRESSLY EXCEPTING AND RESERVING from the premises above described, that

part theretofore conveyed by the party of the first part to Grantees as follows:

1. Northern New York Utilities, Inc. by deed dated December 31, 1924, and recorded in St. Lawrence County Clerk's Office in Book 225 of Deeds at page 183.

2. The Power Corporation of New York, by deed dated December 31, 1924, and recorded in St. Lawrence County Clerk's Office in Book 225 of Deeds at page 181, reference to which instruments and the record thereof, being here made for a more particular description of the premises, easements, rights and privileges therein conveyed and herein excepted and reserved.

PARCEL FORTY-THREE (Liber 225 Cp 308, Parcel 1)

ALL those tracts, pieces or parcels of land, situate in the County of St. Lawrence and State of New York, described as follows: in the Town of CLIFTON, in said St. Lawrence County, New York, being the northwest quarter of Township 4, in Great Tract 2, Macomb's Purchase.

PARCEL FORTY-FOUR (Liber 225 Cp 308, Parcel 2

ALSO in the Town of "Claire", in said St. Lawrence County, New York, being the southwest and southeast quarters of Township 10, in Great Tract 3, Macomb's Purchase.

PARCEL FORTY-FIVE (Liber 225 Cp 308, Parcel 3

ALSO the south half of the northwest quarter of Township 10, Great Tract 3, Macomb's Purchase.

EXCEPTIONS AND RECITATIONS (Liber 225 Cp 308, Parcels 1-3)

EXCEPTING from the above mentioned and described lands in so far as dedicated by law for the purpose of a highway, the highway leading from DeGrasse and Cranberry Lake, being a strip of land fifty (50) feet in width, twenty-five (25) feet on each side of the center line thereof. Such center line was surveyed by E. W. Blue and a map thereof No. R-463 is on file in the Office of the Conservation Commission of the State of New York, at Albany, New York. The said highway so excepted, CONTAINS about 69.89 acres.

ALSO EXCEPTING AND RESERVING unto the predecessors in title of Robert W. Higbie Company, a corporation, their heirs and assigns, the minerals and mineral rights, upon or under the lands hereby conveyed, which said minerals and mineral rights are the same as those expressly excepted and reserved in the following deeds, viz: Deed made and executed by George

C. Clark and Harriet S. A. Clark, his wife, John C. Thompson and Lilla L. Thompson, his wife, to Robert W. Higbie Company, dated January 23, 1906, and recorded in St. Lawrence County Clerk's Office January 26, 1906, in Liber 167 B. at page 1048; also deed made and executed by Milo E. Woodcock and Cora H. Woodcock, his wife, William S. Woodcock an Carrie I. Woodcock, his wife, to Robert W. Higbie Company, dated January 19, 1906, and recorded in St. Lawrence County Clerk's Office January 26, 1906, in Liber 167 A. at page 609; also deed made and executed by Robert W. Higbie and Anna P. Higbie, his wife, to Robert W. Higbie Company, dated January 22, 1906, and recorded in St. Lawrence County Clerk's Office January 26, 1906, in Liber 167 A. at page 611; also in any and all other deeds of conveyance to the said Robert W. Higbie Company, of any portion of the lands hereby conveyed, which contain exceptions and reservations to the Grantors therein or to their predecessors in title of all said minerals and mineral rights.

PARCEL FORTY-SIX (Liber 225 Cp 308, Parcel 4)

ALSO all that tract or parcel of land in the north half of the northwest quarter of Township 10, Great Tract 3, of Macomb's Purchase, St. Lawrence County, New York, described as follows: BEGINNING at a point at the intersection of the center of the Grasse River and the south boundary of the north half of the northwest quarter of Township 10, Great Lot No. 3, Macomb's Purchase, St. Lawrence County, New York; thence North 0 degrees 10' West 8.45 chains to the center of the highway; thence along the center of the highway South 16 degrees 50' East 17.10 chains; thence North 85 degrees East 3.20 chains; thence North 89 degrees 20' East 4.73 chains; thence South 41 degrees 20' East 4.76 chains to a point in the south line of said north half of the said northwest quarter, which point is 152.19 chains from the southwest corner of said north one-half of said northwest one-quarter and is also 3.84 chains north along the center of said highway from the center of a cement culvert; thence westerly along the southerly line of said north half of said northwest quarter to the center of said Grasse River at the place of beginning, comprising what was formerly the Village of Clarksboro.

EXCEPTING however, therefrom, two certain lots described as follows:

(a) A certain lot of land situate in the Village of Clarksboro in the Town of CLIFTON, St. Lawrence County, New York, described in a certain deed of the Clifton Iron Company to William D. Thompson dated October 29, 1869, and recorded in St. Lawrence County Clerk's Office in Book 86 C. of Deeds at page 421, to which deed and the record thereof reference is here made for a more particular description.

(b) A certain lot of land situate in the Village of Clarksboro in the Town of CLIFTON, St. Lawrence County, New York, distinguished as Lot 1 in Block 14 in said Village of Clarksboro according to a map made by J. Varden, Jr., Surveyor, and which is on file in St. Lawrence County Clerk's Office, reference being had thereto for a more particular description, and being the premises conveyed by Clifton Mining Company to James Sheridan by deed dated June 20,

1874. and recorded in St. Lawrence County Clerk's Office in Book 101 of Deeds at page 549.

EXCEPTIONS AND RECITATIONS (Liber 225 Cp 308)

IT BEING INTENDED by this instrument to convey, in addition to the lands hereinabove particularly described, all those lands, rights, titles, privileges, interests conveyed by George C. Clark and Harriet S. A., his wife, and John C. Thompson and Lilla L., his wife, to Robert W. Higbie Company by deed dated January 23, 1906, and recorded in St. Lawrence County Clerk's Office January 26, 1906, in Book No. 167 B. of Deeds at page 1048, to which deed and the record thereof, reference is here made for a more particular description of the lands, rights, titles, privileges and interests therein conveyed.

EXCEPTING, however, only such part thereof as was conveyed by Robert W. Higbie Company to the People of the State of New York by deed dated April 26, 1921, and recorded in St. Lawrence County Clerk's Office June 15, 1921 in Book No. 203 of Deeds at page 144, to which last mentioned instrument and the record thereof, reference is here made for a more particular description of the premises so excepted.

BEING the premises contracted to be sold and conveyed by the Robert W. Higbie Company to F. L. Carlisle & Co., Inc. by instrument of agreement dated January 11, 1923, and consisting of all the lands owned on said January 11, 1923, in St. Lawrence County by parties of the first part, and/or Robert W. Higbie Company.

EXPRESSLY EXCEPTING AND RESERVING from the premises above described, that part thereof heretofore conveyed by the parties of the first part to Grantees as follows:

1. Northern New York Utilities, Inc. by deed dated January 12, 1925, and recorded in St. Lawrence County Clerk's Office in Book 225 of Deeds at page 245.

2. The Power Corporation of New York by deed dated January 12, 1925, and recorded in St. Lawrence County Clerk's Office in Book 225 of Deeds at page 240.

Reference to which instruments and the record thereof, being here made for a more particular description of the premises, easements, rights and privileges therein conveyed and herein excepted and reserved.

SUBJECT to right of way recited in deed from Simeon L. Clark to Arthur J. Phillips dated May 23, 1896 and recorded in the St. Lawrence County Clerk's Office on October 30, 1896 in Liber 147-"C" Cp 1751.

SUBJECT to right of way in instrument between St. Regis Paper Company and The Northern New York Trust Company dated September 4, 1929 and recorded in the St. Lawrence County Clerk's Office on September 21, 1929 in Liber 258 Cp 171.

SUBJECT to right of way and Easement Agreement in instrument between St. Regis Paper Company and McCavanaugh Pond Club. Inc. dated September 1. 1955 and recorded in the St. Lawrence County Clerk's Office on September 12, 1955 in Liber 563 Cp 184.

SUBJECT to Electric and Telephone Easements to Niagara Mohawk Power Corporation and New York Telephone Company recorded in the St. Lawrence County Clerk's Office on June 8, 1988 in Liber 1019 Cp 446.

SUBJECT to terms and conditions referenced in Permit (Project No. 90-501) issued by Adirondack Park Agency recorded 4/23/91 in Miscellaneous Liber 34 at page 173 in the St. Lawrence County Clerk's Office.

SUBJECT to grant of easements set forth in Option Agreement between St. Regis Paper Company and Clifton Ore Company Inc. dated 8/6/41 and recorded 9/4/41 in Liber 332 Cp 49 in the St. Lawrence Clerk's Office (amended by Liber 335 Cp 448 infra), as assigned by Liber 343 Cp 227.

SUBJECT to grant of easement and agreement in instrument between St. Regis Paper Company and Clifton Ore Company Inc. date 4/1/42 and recorded 4/16/42 in Liber 335 Cp 448 in the St. Lawrence County Clerk's Office (as assigned by Liber 343 Cp 227).

SUBJECT to grant of easement and agreement in instrument between St. Regis Paper Company and Clifton Ore Company Inc. dated 8/18/42 and recorded 8/24/42 in Liber 338 Cp 469 in the St. Lawrence County Clerk's Office.

SUBJECT to terms and conditions referenced in Permit (Project No. 83-153) issued by Adirondack Park Agency recorded 9/21/83 in miscellaneous Liber 30 at page 890 in the St. Lawrence County Clerk's Office.

SUBJECT to terms and conditions referenced in Permit (Project No. 83-212) issued by Adirondack Park Agency recorded 10/28/83 in miscellaneous Liber 30 at page 954 in the St. Lawrence County Clerk's Office.

SUBJECT to terms and conditions referenced in Permit (Project No. 84-162) issued by Adirondack Park Agency recorded 7/25/84 in miscellaneous Liber 31 at page 59 in the St. Lawrence County Clerk's Office.

SUBJECT to terms and conditions referenced in Permit (Project No. W84-25/84-131) issued by Adirondack Park Agency recorded 8/3/84 in miscellaneous Liber 31 at page 83 in the St. Lawrence County Clerk's Office.

SUBJECT to terms and conditions referenced in Permit (Project No.85-1087) issued by

Adirondack Park Agency recorded 12/10/85 in miscellaneous Liber 31 at page 681 in the St. Lawrence County Clerk's Office.

EXCEPTING the lands described in a deed granted by St. Regis Paper Company to Clifton Ore Company, Inc. dated November 3, 1941 and recorded in the St. Lawrence County Clerk's Office April 8, 1942 in Book 335 of Deeds at page 388.

EXCEPTING the lands described in a deed granted by St. Regis Paper Company to Twin Falls Club, Inc. dated September 11, 1951 and recorded in the St. Lawrence County Clerk's Office June 23, 1952 in Book 494 of Deeds at page 527.

TOGETHER with the rights reserved by St. Regis Paper Company in a deed granted to Clifton Ore Company dated November 3, 1941 and recorded April 8, 1942 in Liber 335 Cp 388.

TOGETHER WITH AND EXCEPTING the lands acquired and conveyed by boundary line agreements:

a. Boundary line agreement between Edmund Chase, St. Regis Paper Company and Clifton Hunt Club, Inc. dated July 13, 1981 and recorded August 10, 1981 in Liber 960 Cp 941 in the St. Lawrence County Clerk's Office.

b. Boundary line agreement between Long Pond Club, Inc. and St. Regis Paper Company, Inc. dated April 11, 1983 and recorded May 2, 1983 in Liber 973 Cp 523 in the St. Lawrence County Clerk's Office.

SUBJECT to the mineral rights conveyed by the listed instruments:

a. Reservation of minerals and mineral rights in deed from George C. Clark, et al. to William H. Shannon dated January 23, 1906 and recorded January 26, 1906 in Liber 167-B Cp 1048 in the St. Lawrence County Clerk's Office.

b. Reservation of minerals and mineral rights in deed from Milo E. Woodcock, et al. to Robert W. Higbie Company recorded January 26, 1906 in Liber 167-A Cp 609 in the St. Lawrence County Clerk's Office.

c. Reservation of minerals and mineral rights in deed from Robert W. Higbie, et al. to Robert W. Higbie Company recorded January 26, 1906 in Liber 167-A Cp 611 in the St. Lawrence County Clerk's Office.

SUBJECT to the water power flooding easements granted to The Power Corporation of New York:

a. Robert W. Higbie Company, et al. dated January 12, 1925 and recorded January 28, 1925 in Liber 225 Cp 240.

b. Clarence A. Ludlum dated December 31, 1924 and recorded January 17, 1925 in Liber 225 Cp 181.

c. William H. Shannon dated December 31, 1924 and recorded January 17, 1925 in Liber 225 Cp 176.

SUBJECT to the transmission line easements granted to Northern New York Utilities, Inc. to the extent the easements still exist and are enforceable:

a. Robert W. Higbie Company, et al. dated January 12, 1925 and recorded January 28, 1925 in Liber 225 Cp 245.

b. Clarence A. Ludlum dated December 31, 1924 and recorded January 17, 1925 in Liber 225 Cp 183.

c. William H. Shannon dated December 31, 1924 and recorded January 17, 1925 in Liber 225 Cp 178.

Said rights were extended by Liber 347 Cp 425 and Liber 529 Cp 379.

SUBJECT to private road easement granted by St. Regis Paper Company to Clifton Ore Company, Inc. dated April 8, 1942 and recorded June 16, 1942 in Liber 336 p 452 to the extent the easement may still exist and be enforceable.

SUBJECT to right of way for a water pipe line in deed between St. Regis Paper Company and Twin Falls Club, Inc. dated September 11, 1951 and recorded June 23, 1952 in Liber 494 Cp 527 in the St. Lawrence County Clerk's Office.

FURTHER EXCEPTING from the above described premises the parcels more generally described as follows:

ALL THAT PIECE OR PARCEL OF LAND situate in Township 10, Great Tract 3, Macomb's Purchase, Town of Clare and the northwest 1/4 of Township 4, Great Tract 2, Macomb's Purchase, Town of Clifton, St. Lawrence County, State of New York, said parcel being generally bounded and described as follows:

BEGINNING at a point in the centerline of a road known as the Tooley Pond Road where the division line between the herein described parcel and lands now or formerly of John F. and Astasia Hammill intersect said centerline, said division line also being the division line between

Lots 1 and 15 of the subdivision of the northerly half of the northwest 1/4 of said Township 10, said point being located southeasterly along said centerline approximately 4020 feet from its point of intersect with the centerline of St. Lawrence County Rt. 27 (Degrasse - Canton Rd.);

THENCE in a southeasterly direction along the centerline of Tooley Pond Road approximately 5132 feet to a point;

THENCE South 66° 54' East approximately 9084 feet to a point in the centerline of Tooley Pond Road;

THENCE in a southeasterly direction along the centerline of the Tooley Pond Road approximately 20577 feet to a point, said point being located northwesterly along said centerline approximately 1675 feet from its point of intersection with the centerline of the South Branch of the Grasse River;

THENCE continuing the following nine (9) courses and distances:

1) North 84° 58' East approximately 3841 feet to a point;
2) North 68° 17' East approximately 3926 feet to a point, said point being in the centerline at the end of a road;
3) Easterly and southeasterly along the centerline of said road as it winds and turns approximately 8956 feet to a point at the end of said road;
4) South 70° 41' East approximately 5807 feet to a point, said course crosses from the Town of Clare, Township 10, Great Tract 3 into the Town of Clifton, Township 4, Great Tract 2;
5) North 70° 25' East approximately 5209 feet to a point in the centerline of a road, said point being located northerly along said road approximately 2033 feet from the South Branch of the Grasse River;
6) South 49° 00' East approximately 2298 feet to a point in the centerline of another road;
7) Southeasterly along the centerline of the last mentioned road approximately 1287 feet to a point;
8) South 04° 39' East approximately 4955 feet to a point;
9) North 68° 21' East approximately 3589 feet to a point in the westerly line of lands now or formerly of Cranberry Lake Forestry, Inc., said point also being in the division line between the northwest one quarter and the northeast one quarter of said Township 4;

THENCE along lands now or formerly of Cranberry Lake Forestry and the division line between the northwest and northeast one quarter of Township 4 South 02° 06' West approximately 4316 feet to a point, said point being the southeasterly corner of the herein described parcel and the common easterly corner of Lots 20 and 21 of the subdivision of the west half of said Township 4;

THENCE along the lands now or formerly of Cranberry Lake Forestry and the division line between said Lots 20 and 21 South 89° 09' West approximately 5976 feet to a point in the

centerline of a creek known as the Cook Pond Outlet:

THENCE. the following four (4) courses and distances:

1) Northerly and downstream along the Cook Pond Outlet as it winds and turns to its point of intersection with a road and continuing northerly along the centerline of said road for a total distance of approximately 3165 feet to a point;

2) South 83° 47' West approximately 4615 feet to a point;

3) North 72° 17' West approximately 4579 feet to a point in the division line between Township 4 of Great Tract 2, Town of Clifton and Township 10 of Great Tract 3, Town of Clare;

4) South 01° 05' East along said division line approximately 7371 feet to a point, said point being the southeast corner of Township 10 and the northeast corner of Township 13 of said Great Tract 3;

THENCE along lands now or formerly of Clerical Medical Forestry Limited in Township 13 and said division line between Townships 10 and 13 South 89° 19' West approximately 11374 feet to a point in the centerline of an old railroad bed;

THENCE along other lands of Grantor intended to be conveyed to Heartwood Forestland Fund III, L.P., by deed intended to be recorded immediately after this deed, the following nine (9) courses and distances:

1) Northerly along the centerline said railroad bed approximately 530 feet to a point;

2) North 55° 42' East approximately 2260 feet to a point;

3) North 83° 03' East approximately 1899 feet to a point in the end of a road;

4) Northeasterly along the centerline of said road as the same winds and turns approximately 6495 feet to a point in the centerline of the Tooley Pond Road;

5) Northwesterly along the centerline of the Tooley Pond Road approximately 9465 feet to a point where said centerline intersects a creek known as the Moose Head Pond Outlet;

6) South 79° 25' West approximately 5567 feet to a point in the centerline of a road, said point also being the terminus point of a right of way designated as No. 7;

7) North 36° 06' West approximately 7407 feet to a point in the centerline of a road, said point being the terminus point of a right of way designated as No. 6;

8) North 20° 54' West approximately 7993 feet to a point in the centerline of a road;

9) Northerly and northwesterly along the centerline of said road as the same winds and turns approximately 13845 feet to a point in the centerline of a road known as the Lake George Road, said centerline being a portion of the division line between the northerly and southerly half of the northwest one-quarter of Township 10;

THENCE along said centerline in Lots 31 and 34 of the subdivision of the northerly half of said northwest quarter North 87° 47' East approximately 4425 feet to a point in the center of the South Branch of the Grasse River;

THENCE in a generally northwesterly direction and going downstream along the centerline of said South Branch as the same winds and turns located on the south-westerly side of said centerline in Lots 15, 19, 20, 30, 31 and 34 of the subdivision of the northerly half of the northwest one-quarter of Township 10 approximately 12151 feet to a point in the southerly line of lands now or formerly of John F. and Astasia Hammill;

THENCE along said lands now or formerly of Hammill North 88° 50' East approximately 428 feet to the point or place of BEGINNING.

CONTAINING approximately 6154 acres.

ALL bearings are referenced to Grid North as per NYS plane coordinate system NAD27.

EXCEPTING from the above described parcel the following parcels of land;

1) ALL those parcels conveyed from the St. Regis Paper Company to the Twin Falls Club, Inc. by a deed dated September 11, 1951 and recorded in the St. Lawrence County Clerk's Office on June 23, 1952 in Liber of Deeds 494 at Page 527, said three parcels consisting of a 28 acre parcel, a 0.5 acre parcel and a 20 foot wide right of way for a pipe line from the 0.5 acre piece to the 28 acre piece;

2) ALL that piece or parcel conveyed from Ruth T. Fesko to Eric Schisler by a deed dated August 16, 1984
and recorded in the St. Lawrence County Clerk's Office on October 1, 1984 in Liber of Deeds 985 at Page 88, said parcel containing 12.55 acres and is what remains of the Village of Clarksboro.

It being the intent of this instrument to convey approximately 6113 acres in fee, contained within the bove described parcel.

The above described parcel being a portion of lands conveyed from the Robert W. Higbie Company to St. Regis Paper Company by a deed dated January 12, 1925 and recorded in the St. Lawrence County Clerk's Office on February 7, 1925 in Liber of Deeds 225 at Page 308 and being a portion of lands conveyed from William H. Shannon to St. Regis Paper Company by a deed dated January 9, 1925 and recorded in the St. Lawrence County Clerk's Office on February 7, 1925 in Liber of Deeds 225 at Page 305.

All as shown on the following map filed in the St. Lawrence County Clerk's Office on June 28, 1999 as Instrument No. 1999-12815, in Envelope 385B (hereinafter "Project Map"):

"Map showing Champion International Corporation Lands known as Tooley Pond Tract designated as Project: St. Lawrence 239", revised June

25, 1999, by Robin A. Disbro, Assistant Land Surveyor II, filed in the Department of Environmental Conservation in Albany, New York, as Map No. 11,536;

ALSO, ALL THAT TRACT, PIECE OR PARCEL OF LAND, situate in the Town of Brasher, County of St. Lawrence, and State of New York, being on the northwest side of the highway leading from Helena to Brasher Center on the east side of the St. Regis River and bounded as follows: northerly by the bank of the St. Regis River at low water mark as it winds and turns and on the east side of the river from the Old Hastings Falls Mill property and a part of said property; easterly by the lands now or formerly owned by Herman Perry and described in a deed recorded in St. Lawrence County Clerk's Office in 121 C. of Deeds on page 482; southerly by the center of the "the" highway leading from Helena to Brasher Center; westerly by the lands now or formerly owned by Geo. Vice and in a deed recorded in the St. Lawrence County Clerk's Office in Liber 114 B. at page 594. The above described property contains about eight acres of land and water more or less.

Also, one acre of land on the west side of St. Regis River in Town and County aforesaid, being part of the Hastings Falls Mill property reserved in a deed from E. S. Crapser and wife in November, 1888 and described in said deed as follows:

EXCEPTING AND RESERVING from the said lands above described, one acre thereof , at the easterly end of said first mentioned highway and adjoining said river to be land out in such form as said Crapser, his heirs and assigns, shall choose and being the same premises conveyed to the party of the first part by Elizabeth M. Crapser by deed dated July 21, 1904, and "and" recorded in the County Clerk's Office of St. Lawrence County in Liber 1165 A., page 604. Being the same property conveyed by Lamott L. Pierce and wife to Charles H. Remington, Harry C. Smith and Frank A. Fletcher by deed dated March 4, 1905, and recorded in St. Lawrence County Clerk's Office April 7, 1905, in Book 165 B. of Deeds, page 1253.

Also all the water and flowage rights formerly owned by Elizabeth M. Crapser and now owned by the party of the first part connected with the Hastings Falls Water Property so called in the Town of Brasher, County of St. Lawrence and State of New York. This is intended to convey any and all flowage rights which the party of the first, the said Elizabeth M. Crapser and any of the children of the late E. S. Crapser own and which are connected with the Hastings Falls Water Power and being the same right and premises conveyed to the party of the first part by Elizabeth M. Crapser by deed dated September 1, 1904, and recorded in the County Clerk's Office of St. Lawrence County in Liber 165 C. at page 1358. Being the same property conveyed to Charles H. Remington, Harry C. Smith and Frank A. Fletcher by deed dated January 28, 1905, and recorded in the St. Lawrence County Clerk's Office April 7, 1905, in Book 165 B. of Deeds at page 1251.

ADDENDUM B

OBJECTIVES OF THE GRANT

Forest Management Objectives:

Allow the protected property to be managed as an economically viable investment.

Maintain acceptable periodic investment returns from forest products in perpetuity.

Practice sustainable forestry.[1]

Participate in a partnership to preserve working forests and natural resources.

Maintain a broad range of silvicultural options and opportunities to achieve management goals.

Conservation Objectives:
Protect riparian zones and wetlands from negative impacts of timber harvests and associated road construction.

Maintain a primarily forested landscape or other natural habitat conditions to advance principles of sustainable forestry.

Protect property from excessive parcelization.

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1. Goals of Sustainable Forestry:

Maintain soil productivity and prevent erosion.

Conserve water quality, wetlands and riparian zones.

Provide the opportunity for the continuous flow of timber, pulpwood, and other forest products.

Work toward a balance of forest age classes and native species composition as a long term objective.

Maintain or improve the overall quality of the timber resource.

Conserve habitats for plant and animal species, across the landscape.

Conserve scenic quality.

Protect unique or fragile areas.

Allow opportunities for recreational use.

Provide benefit to local forest products industry and recreational interests.

Manage property to allow and encourage public recreational access while avoiding risks to the public from conflicts with forest management operations.

Public Recreation Objectives:

Provide various non-motorized public recreation opportunities including, but not limited to, biking, hiking, hunting, fishing, camping, birdwatching, and canoeing.

Provide access to motorized public recreation including, but not limited to, access for the physically challenged, snowmobiling, and all terrain vehicles.

Provide public access to watercraft and watercraft-camping experiences along State-owned river corridors.

ADDENDUM C

SUMMARY OF SILVICULTURAL OPTIONS BY TYPE CLASS
CHAMPION INTERNATIONAL LANDS
NEW YORK REGION

A) OBJECTIVE: The purpose of this Addendum is to outline for this Conservation Easement silvicultural options for the former Champion International Corporation ("CIC") lands in New York. The primary goal being to create an overall silviculture matrix that can be incorporated by the Grantor into the Forest Management Plan, Annual Work Plan, and other requirements of the Easement so that the Purposes of the Grant can be achieved.

B) ASSUMPTIONS:

1) Grantor's investment strategy is to manage the land for long-term appreciation building towards a strong exit value in a 20 year period. Future owners will be looking to manage in a sustainable fashion as well due to the Purposes of the Grant.

2) The Easement has been crafted to leave future owners a broad range of silvicultural options that provide for an array of economic options with the aforementioned Goals of Sustainable Forestry.

3) The CIC lands are for all intents and purposes an even-aged forest that has been managed as such. To restrict even-aged techniques could alter the investment opportunities for current and future investors which would be contrary to the Purposes of the Grant.

4) These silvicultural options will be directed at the four broad Adirondack forest types presented as follows:

ADIRONDACK REGION FOREST TYPES: There are four major Adirondack Forest Types. These types represent the major forest conditions that are found on the CIC lands.

1) Spruce-fir flats: These stands are found on the lower elevation flats adjacent to wetlands and bogs. Quite often they are pure types on shallow and somewhat poorly drained soils. There will be little type conversion in these areas regardless of the management strategy implemented. Management limitations are primarily in the form of buffering water bodies and leaving a residual basal area of 30 square feet of basal area.

2) Low & Mid Slope Mixedwood Types: As the forest moves up slope from the softwood flats Mixedwood types dominated by Red maple, Yellow birch, Red spruce and Hemlock begin to dominate. These are very variable stand types that are typically called R types for their dominating Red maple component. These are moderately productive sites with type conversion opportunities to more productive softwood stocking, and often

excellent sites for high quality Red maple and Yellow birch sawtimber production.

3) Upland Mid Slope Hardwood Types: These are the most productive and valuable sites in the Adirondack Region. They are dominated by Sugar maple, White ash, Red maple, and Black cherry. These sites are found with the deepest and most fertile soils, the highest quality timber, and the best long-term potential for increasing stand value through silvicultural prescriptions. They are found on the mid slopes and up to where soils start to thin and elevation becomes a detrimental factor to growth and stem quality.

4) Upper Elevations Slopes: These are inferior Hardwood sites that are dominated by American beech, Yellow birch, and Red spruce. Sugar maple and Red maple are only minor components. Much of these areas have lower quality timber and difficult operational conditions.

C) SILVICULTURAL OPTIONS BY TYPE CLASS:

1) Spruce-fir flats: In general these types will be treated to maintain a vigorous softwood resource while simultaneously taking care to protect the riparian and water quality issues associated with this ecologically sensitive area.

A) Group Selection: This will be the most common method for working in this type class. These types tend to be on wetter soils with a high incidence of windthrow when partially cut. The use of multi-aged stands comprised of small even-aged pockets is an effective means for harvesting mature value while preparing the site for regenerating softwood. To properly utilize this method, the groups will be in reality a string of small group openings connected by skid trails. The goal being to limit impact on the residual stand and maintain a more irregular stand structure. In general, never more than 1/3 of the basal area shall be removed in any one entry. By avoiding fixed strip layouts, one can select the most mature or at risk timber and avoid the best growing stock. These cuts can be done either through mechanical or traditional cutting methods; the choice being driven by the stocking level and size of the advanced regeneration present.

B) Strip and Patch Cuts: In very uniform stands in need of regeneration, or in areas where salvage is the objective, the use of large patch cuts or uniform strips will be the option of choice. With these sites being readily regenerated to softwood and often having strong Spruce understories, the removal of the overstory utilizing larger openings would be appropriate. Mechanical harvest methods will be very key to the success of these cuts. Cuts will not exceed 15-25 acres, but option to exceed is maintained to insure future salvage opportunities are not precluded.

2) Low & Mid Slope Mixedwood Types: Represent some of the best silvicultural opportunities for increasing stand values through type conversion or species modification to favor the most vigorous elements of both the overstory and understory. With variable stand structures, several strategies can be employed to maximize value growth. In regeneration options favor Spruce, and Yellow birch and, where soils and seed source allow, Black cherry.

A) Release Cuts: These will in effect be partial overstory removal harvests, but for the most part carried out using very small patch or group selection techniques. These stands often have three size classes present. They are comprised of a mixture of unacceptable hardwood, acceptable hardwood and softwood poletimber and sawtimber, and finally a vigorous combination of Spruce and Yellow birch in the understory. As treatments are laid out, the goal will be to remove, in groups, overtopping unacceptable growing stock and financially mature sawtimber to release existing advanced seedling and sapling Spruce and Yellow birch. These cuts will primarily be under one acre in size, but in some very well regenerated stands could reach up to the 25 acre limit of the Adirondack Park Agency (APA) rules. Mechanical harvest methods will be very key to the success of these cuts. In general 25 to 33 percent of the basal area shall be removed.

B) Patch or Group Regeneration Cuts: On the more upland sites the creation of openings to favor intolerant Cherry can be the goal of these treatments. In a sense one is removing unacceptable and maturing overstory to create openings and disturb the site to favor the development of a new seedling class. There are some of these stands that due to prolonged high-grading should be regenerated in their entirety. While the Grantor may not chose this option the ability to carry out larger overstory removal or regeneration harvests should be maintained for future owners. In general 25 to 33 percent of the basal area shall be removed, with the option for broader harvest levels where overstory conditions dictate.

C) Combined Group and Individual Tree Selection Treatments: For a third option where there is a higher level of currently available growing stock, yet stands that either require thinning or the first levels of regeneration work a combination of small groups and the selection of individual trees will be a very effective means of managing these types. In this scenario the stand is treated with small group cuts on a hitch or multiple hitch sized openings (6-25 trees). Adjacent to these openings individual high value or volume stems that are deemed appropriate for removal are simultaneously harvested. This treatment can capture current value, release growing stock, reduce residual stand damage, and create multi-aged stands that build stand value while meeting aesthetic concerns.

D) Light Two-stage Shelterwoods: Where there is a poor overstory, or one with a limited sawtimber component that can be carried for 10 to 15 years the initiation

of Two stage shelterwoods will be an effective means of regeneration. The justification for two stage versus three is that these sites are often too shallow or favor softwood sufficiently that attempting three cuts on a short cycle would be ineffective due to site limitations and potential losses to blow-down. Additionally, this practice builds future value by utilizing the first cut as a pulpwood harvest leaving as much of the residual sawtimber growing stock as possible. This practice is also very effective for allowing the development of Spruce, Cherry and Yellow birch in the understory. These cuts would utilize the group shelterwood system due to variable stand and soil conditions. First cut would leave 60 to 70 square feet of residual BA depending on initial stocking and species composition.

E) Improvement Cuts: In those stands in this type class where current stocking levels are represented by a sufficient basal area of acceptable growing stock, partial cuts in the form of improvement thinnings would be very appropriate. Utilization of clustered thinnings would be the on-the-ground methodology. These modified traditional thinnings are designed to concentrate removals and the impact on the residual stand and soils. The release of Spruce, Yellow birch and Cherry crop trees would be the objective. Residual stand stocking would be in the 75 to 110 square feet in the mixed wood components, 60 to 70 square feet in the hardwood areas, and 80 to 150 in the softwood dominated portions of this type class.

3) Upland Mid Slope Hardwood Types: It is in these types where two major concerns are found that will be addressed very differently from a silvicultural standpoint. In those stands that have been harvested to such an extent that there is ample hardwood regeneration on the ground and a declining overstory, the use of release treatments will be suggested. On those higher quality and better stocked sites, with sufficient acceptable sawtimber growing stock, more cautious partial cuts will be implemented.

A) Overstory Removal or Release Harvests: These treatments are appropriate for the Northern Hardwood stands that CIC has reduced to under 60 sq. ft. of basal area and subsequently, due to a wide range of factors, are suffering from decline and the incidence of mortality in the overstory. While the goal will be to avoid clear-cuts of over 25 acres (or 15 in Wild River corridors) many of these stands are sufficiently stocked with 30 square feet of understory and a residual of 10 square feet can be left thereby complying with the 25 acre clear-cut limitation. More importantly though is the need to recognize that these stands offer cash flow, need treatment to avoid loss of overstory value due to decline, and the release of the vigorous understory will allow poletimber stands of acceptable growing stock to develop. Mechanical felling is a must to sustain understory.

B) Improvement Thinnings or Crop Tree Release: Where these stands have not been treated by CIC and are still in the poletimber to sawtimber classes, the use of thinnings in the form of improvement/ crop tree release cuts will serve sustainable

investment goals very well. While these treatments might be characterized as thinnings from below, the thinnings will be more evenly distributed across the range of diameter classes. Chosen for removal will be unacceptable growing stock and financially mature sawtimber. The residual basal areas will be in the 60 to 90 square feet per acre range. The goal being to have the next thinning set for a 10 to 15 year cycle. Typically these thinnings will occur in stands typed H2A and H3A. The H3A stands will be those on the lower end of the size and stocking requirements as typed by CIC.

C) Individual Tree Selection: In those limited acres of the most mature Northern Hardwoods typed as H3A (higher end of size and stocking) and H4A on the best sites, more classic individual tree selection treatments would be used to lightly thin these stands to maximize volume and value growth. This treatment would be employed on the best sites where current stocking levels are well over 100 square feet per acre with the majority of the growing stock considered of acceptable quality. The goal being here to remove pulpwood quality stems, some mature sawtimber, and maintain as much sawtimber volume as the site can carry and still demonstrate good growth rates. Some of these cuts will in effect be thinnings from below. There may be opportunities to stress uneven-aged silviculture where site quality, access, age and size class distributions allow.

D) Three Stage Shelterwoods: On good sites where the current overstory is of insufficient quality to be desirable for the long-term, the implementation of 3 stage shelterwoods would be an effective means of currently reducing unacceptable growing stock levels in the first entry and building future value and regeneration opportunities for the next owner of the investment. The key to the use of this treatment is that the stands at present are relatively well stocked, but are somewhat short on acceptable growing stock in the sawtimber size classes. These conditions justify the implementation of regeneration actions versus thinnings or improvement cuts. This would represent a small acreage in this general type class.

4) Upper Elevations Slopes: As these are stands often found with poor species composition and low site quality, treatments should reflect caution so as to not stress the residual stand. Light thinnings and carefully implemented regeneration harvests are suggested. Visual impacts are an important consideration as these stands are found at higher elevations.

A) Improvement Thinnings: Improvement cuts implemented by utilizing clustered thinnings will be very effective in these types. The cluster thinning method is a modification of group selection techniques that allow for low residual stand damage, yet effective crop tree release. Skidding is avoided near crop trees and areas where advanced regeneration may be established can be bypassed. The goal is to create a stand that is at or near the B-line and with a higher percentage

Champion Property					
Map Parcel #	**Town**	**Description**	**County**	**Acres**	**School Dist.**
077.00-01-05.110	Croghan	N & S Sides Texas RD	Lewis	2463.20	Beaver River
082.00-01-02.000	Watson	W Side County Line	Lewis	140.70	Beaver River
087.00-01-18.000	Croghan	N of Old State Rd.	Lewis	69.60	Beaver River
093.00-01-01.100	Watson	N & S SI Fish Creek	Lewis	464.80	Beaver River
093.00-01-02.100	Watson	N & S SI Fish Creek	Lewis	291.10	Beaver River
093.00-01-04.100	Watson	N & S SI Roaring Brook	Lewis	494.40	Beaver River
105.00-01-01.000	Watson	N of Soft Maple Reservoir	Lewis	264.80	Beaver River
105.00-01-02.120	Croghan	N Side of Beaver River	Lewis	4327.10	Beaver River
105.00-01-02.130	Croghan	N&S Sides Fish Creek Road	Lewis	1498.30	Beaver River
106.00-01-01.000	Watson	S of Roaring Brook	Lewis	439.40	Beaver River
106.00-01-02.100	Watson	N of Beaver River	Lewis	3903.10	Beaver River
108.000-1-2	Hopkinton	Riverdale Township	St. Lawrence	7589.00	St. Regis Falls
119.00-02-01.200	Croghan	S SI Soft Maple Reservoir	Lewis	6.30	Beaver River
119.00-03-03.000	Watson	E Side Soft Maple Reservoir	Lewis	31.70	Beaver River
119.00-03-04.200	Watson	S SI Soft Maple Reservoir	Lewis	68.20	Beaver River
119.00-03-05.100	Watson	S SI Soft Maple Reservoir	Lewis	68.30	Beaver River
119.00-03-06.200	Watson	S SI Soft Maple Reservoir	Lewis	68.20	Beaver River
119.00-03-07.200	Watson	S SI Soft Maple Reservoir	Lewis	79.30	Beaver River
119.00-03-08.100	Watson	S SI Soft Maple Reservoir	Lewis	117.10	Beaver River
120.00-01-01.100	Watson	S of Beaver River	Lewis	44.60	Beaver River
120.00-01-01.200	Watson	S of Beaver River	Lewis	11.90	Beaver River
120.00-01-03.000	Watson	S of Beaver River	Lewis	2.50	Beaver River
132.00-01-14.000	New Bremen	E SI Beecher Rd.	Lewis	605.30	Beaver River
133.00-01-01.000	Watson	N of Co RT 26	Lewis	90.10	Beaver River
133.00-01-02.000	Watson	N of Co RT 26	Lewis	100.60	Beaver River
133.00-01-03.000	Watson	N of Co RT 26	Lewis	118.40	Beaver River
133.00-01-04.000	Watson	N of Co RT 26	Lewis	120.30	Beaver River
133.00-01-05.000	Watson	N of Co RT 26	Lewis	119.70	Beaver River
133.00-01-06.000	Watson	N of Co RT 26	Lewis	116.90	Beaver River
133.00-01-07.000	Watson	N of Co RT 26	Lewis	100.10	Beaver River
133.00-01-08.000	Watson	N of Co RT 26	Lewis	75.50	Beaver River
133.00-01-09.000	Watson	N of Co RT 26	Lewis	127.10	Beaver River
133.00-01-10.000	Watson	N of Co RT 26	Lewis	83.10	Beaver River
133.00-01-11.000	Watson	N of Co RT 26	Lewis	118.10	Beaver River
133.00-01-12.000	Watson	N of Co RT 26	Lewis	75.90	Beaver River
133.00-01-13.000	Watson	N of Co RT 26	Lewis	101.60	Beaver River
133.00-01-14.000	Watson	N of Co RT 26	Lewis	116.60	Beaver River
133.00-01-15.000	Watson	N of Co RT 26	Lewis	119.20	Beaver River
133.00-01-17.000	Watson	N of Co RT 26	Lewis	117.20	Beaver River
133.00-01-18.000	Watson	N of Co RT 26	Lewis	102.40	Beaver River
133.00-01-19.000	Watson	N of Co RT 26	Lewis	76.10	Beaver River
133.00-01-20.000	Watson	N of Co RT 26	Lewis	116.80	Beaver River
133.00-01-21.000	Watson	N of Co RT 26	Lewis	123.90	Beaver River
178.000-1-6.1	Clare	Lake George Road	St. Lawrence	1686.30	Edward Knox
178.000-1-6.3	Clare	Tooley Pond Road	St. Lawrence	4036.60	Edward Knox
178.000-2-1	Clare	Tooley Pond Road	St. Lawrence	159.00	Edward Knox
191.000-1-1.1	Clare	Tooley Pond Road	St. Lawrence	6844.30	Edward Knox
191.000-2-1	Clare	Tooley Pond Road	St. Lawrence	2895.10	Edward Knox
192.000-1-1.1	Clare	Tooley Pond Road	St. Lawrence	2061.30	Edward Knox
192.000-2-1.1	Clifton	Grasse Riv	St. Lawrence	1332.40	Clifton-Fine
192.000-2-1.3	Clifton	Off Tooley Pond	St. Lawrence	5071.70	Clifton-Fine

Champion Property					
Map Parcel #	**Town**	**Description**	**County**	**Acres**	**School Dist.**
197.-1-7.100	Brandon	Walker Road	Franklin	456.08	Brushton-Moira Central
210.-1-1	Santa Clara	Red Tavern/ RT 458	Franklin	19043.00	St. Regis Falls
212.-1-3	Brandon	Walker Road	Franklin	299.00	Malone Central
213.-2-1	Santa Clara	RT 458	Franklin	8256.00	St. Regis Falls
224.-9-1	Waverly	Champion	Franklin	19550.06	St. Regis Falls
240.4-3-3.100	Santa Clara	RR Ave.	Franklin	8.40	St. Regis Falls
240.4-4-4	Santa Clara	Railroad Ave.	Franklin	0.77	St. Regis Falls
240.4-4-9	Santa Clara	Fraser Ave.	Franklin	1.32	St. Regis Falls
241.3-1-3	Santa Clara	Red Ave.	Franklin	1.03	St. Regis Falls
241.3-1-5	Santa Clara	Red Ave.	Franklin	3.26	St. Regis Falls
241.3-1-6	Santa Clara	Red Ave.	Franklin	1.15	St. Regis Falls
255.2-1-5	Santa Clara	Fraser Ave.	Franklin	0.50	St. Regis Falls
255.2-2-2	Santa Clara	Railroad Ave.	Franklin	0.17	St. Regis Falls
255.2-4-1	Santa Clara	Mill St.	Franklin	0.20	St. Regis Falls
259.-1-1	Duane	Champion	Franklin	6950.00	Malone Central
303.-1-1	Santa Clara	Forestland	Franklin	6216.00	Saranac Lake
313.-1-1.1	Waverly	Azure Mountain Camps	Franklin	0.01	St. Regis Falls
313.1-1.10	Waverly	Waverly	Franklin	0.01	St. Regis Falls
313.-1-1.101	Waverly	Waverly	Franklin	0.00	St. Regis Falls
313.-1-1.11	Waverly	Waverly	Franklin	0.01	St. Regis Falls
313.-1-1.12	Waverly	Waverly	Franklin	0.01	St. Regis Falls
313.-1-1.13	Waverly	Waverly	Franklin	0.01	St. Regis Falls
313.-1-1.14	Waverly	Waverly	Franklin	0.01	St. Regis Falls
313.-1-1.140	Waverly	Waverly	Franklin	0.00	St. Regis Falls
313.-1-1.141	Waverly	Blue Mt Rd	Franklin	0.00	St. Regis Falls
313.-1-1-.142	Waverly	Blue Mt Rd	Franklin	0.00	St. Regis Falls
313.-1-1.15	Waverly	Waverly	Franklin	0.00	St. Regis Falls
313.-1-1.16	Waverly	Waverly	Franklin	0.00	St. Regis Falls
313.-1-1.17	Waverly	Waverly	Franklin	0.00	St. Regis Falls
313.-1-1.18	Waverly	Waverly	Franklin	0.00	St. Regis Falls
313.-1-1.19	Waverly	Club 30 Camp #226	Franklin	0.00	St. Regis Falls
313.-1-1.2	Waverly	Waverly	Franklin	0.01	St. Regis Falls
313.-1-1.21	Waverly	Sunbeam Park Main Camp	Franklin	0.00	St. Regis Falls
313.-1-1.22	Waverly	Sunbeam Park Guide Camp	Franklin	0.00	St. Regis Falls
313.-1-1.23	Waverly	Sunbeam Park Cook Camp	Franklin	0.00	St. Regis Falls
313.-1-1.24	Waverly	Sunbeam Park Power House	Franklin	0.00	St. Regis Falls
313.-1-1.25	Waverly	Sunbeam Park Guard Camp	Franklin	0.00	St. Regis Falls
313.-1-1.26	Waverly	Sunbeam Park Garage #06	Franklin	0.00	St. Regis Falls
313.-1-1.27	Waverly	Sunbeam Park Garage #05	Franklin	0.00	St. Regis Falls
313.-1-1.29	Waverly	East Brook Club Camp #212	Franklin	0.00	St. Regis Falls
313.-1-1.3	Waverly	Waverly	Franklin	0.01	St. Regis Falls
313.-1-1.30	Waverly	East Brook Club Camp #213	Franklin	0.00	St. Regis Falls
313.-1-1.31	Waverly	East Brook Club Camp #223	Franklin	0.00	St. Regis Falls
313.-1-1.32	Waverly	East Brook Club Camp #215	Franklin	0.00	St. Regis Falls
313.-1-1.33	Waverly	East Brook Club Camp #216	Franklin	0.00	St. Regis Falls
313.-1-1.34	Waverly	East Brook Club Camp #217	Franklin	0.00	St. Regis Falls
313.-1-1.35	Waverly	East Brook Club Camp #214	Franklin	0.00	St. Regis Falls
313.-1-1.36	Waverly	East Brook Club Camp #220	Franklin	0.00	St. Regis Falls
313.-1-1.37	Waverly	East Brook Club Camp #221	Franklin	0.00	St. Regis Falls
313.-1-1.38	Waverly	East Brook Club Camp 219	Franklin	0.00	St. Regis Falls
313.-1-1.39	Waverly	East Brook Club Camp #222	Franklin	0.00	St. Regis Falls

Champion Property					
Map Parcel #	**Town**	**Description**	**County**	**Acres**	**School Dist.**
313.-1-1.4	Waverly	Waverly	Franklin	0.01	St. Regis Falls
313.-1-1.41	Waverly	Lake Ozonia Road Camp #225	Franklin	0.00	St. Regis Falls
313.-1-1.42	Waverly	River Camp	Franklin	0.00	St. Regis Falls
313.-1-1.43	Waverly	Beaver Pond Club Camp #201	Franklin	0.00	St. Regis Falls
313.-1-1.44	Waverly	Beaver Pond Club Camp 202	Franklin	0.00	St. Regis Falls
313.-1-1.45	Waverly	Camp #202	Franklin	0.00	St. Regis Falls
313.-1-1.47	Waverly	3 Wilcox Camp #203	Franklin	0.00	St. Regis Falls
313.-1-1.48	Waverly	Azure Mountain Clubs	Franklin	0.00	St. Regis Falls
313.-1-1.49	Waverly	Azure Mountain Clubs	Franklin	0.00	St. Regis Falls
313.-1-1.5	Waverly	Waverly	Franklin	0.01	St. Regis Falls
313.-1-1.50	Waverly	East Brook Club	Franklin	0.00	St. Regis Falls
313.-1-1.51	Waverly	Benz Pond Club	Franklin	0.00	St. Regis Falls
313.-1-1.52	Waverly	Benz Pond Club	Franklin	0.00	St. Regis Falls
313.-1-1.53	Waverly	Benz Pond Club	Franklin	0.00	St. Regis Falls
313.-1-1.54	Waverly	Benz Pond Club	Franklin	0.00	St. Regis Falls
313.-1-1.55	Waverly	Benz Pond Club	Franklin	0.00	St. Regis Falls
313.-1-1.56	Waverly	Benz Pond Club	Franklin	0.00	St. Regis Falls
313.-1-1.57	Waverly	Benz Pond Club	Franklin	0.00	St. Regis Falls
313.1-1.58	Waverly	Waverly	Franklin	0.00	St. Regis Falls
313.-1-1.59	Waverly	Waverly	Franklin	0.00	St. Regis Falls
313.1-1.6	Waverly	Waverly	Franklin	0.01	St. Regis Falls
313.-1-1.60	Waverly	Waverly	Franklin	0.00	St. Regis Falls
313.-1-1.7	Waverly	Waverly	Franklin	0.01	St. Regis Falls
313.-1-1.8	Waverly	Waverly	Franklin	0.01	St. Regis Falls
313.-1-1.9	Waverly	Waverly	Franklin	0.01	St. Regis Falls
313.-1-54	Waverly	Jocks Road	Franklin	0.10	St. Regis Falls
330.-1-1.1	Waverly	Waverly	Franklin	0.00	St. Regis Falls
68.004-2-12	Hopkinton	Off SH 458	St. Lawrence	26.40	St. Regis Falls
68.004-2-14	Hopkinton	Off Hariman Rd.	St. Lawrence	267.70	Parishville-Hopkinton Central
80.002-1-5	Hopkinton	Off Lake Ozonia Rd.	St. Lawrence	363.60	St. Regis Falls
80.002-1-6	Hopkinton	Off Lake Ozonia Rd.	St. Lawrence	437.40	St. Regis Falls
80.002-1-7	Hopkinton	Off Lake Ozonia Rd.	St. Lawrence	197.70	St. Regis Falls
80.002-1-8	Hopkinton	Off Lake Ozonia Rd.	St. Lawrence	45.50	Parishville-Hopkinton Central
80.002-1-9	Hopkinton	Off Lake Ozonia Rd.	St. Lawrence	224.10	Parishville-Hopkinton Central
80.003-2-7	Hopkinton	Off Lake Ozonia Rd.	St. Lawrence	86.10	Parishville-Hopkinton Central
80.004-1-1	Hopkinton	Off Lake Ozonia Rd.	St. Lawrence	259.30	Parishville-Hopkinton Central
80.004-1-13	Hopkinton	Lake Ozonia Rd.	St. Lawrence	207.70	Parishville-Hopkinton Central
80.004-1-2	Hopkinton	Off Lake Ozonia Rd.	St. Lawrence	208.90	St. Regis Falls
80.004-1-3	Hopkinton	Off Lake Ozonia Rd.	St. Lawrence	976.20	St. Regis Falls
80.004-1-4	Hopkinton	Off Lake Ozonia Rd.	St. Lawrence	73.10	St. Regis Falls
80.004-1-6	Hopkinton	Lake Ozonia Rd.	St. Lawrence	146.40	St. Regis Falls
80.004-1-8	Hopkinton	Off Lake Ozonia Rd.	St. Lawrence	69.50	St. Regis Falls
80.004-1-9	Hopkinton	Off Lake Ozonia Rd.	St. Lawrence	91.60	St. Regis Falls
80-002-1-14	Hopkinton	Off Meacham Rd.	St. Lawrence	118.70	St. Regis Falls
94.001-1-19	Hopkinton	Off Lake Ozonia Rd.	St. Lawrence	393.10	Parishville-Hopkinton Central
94.002-2-1	Hopkinton	Off Lake Ozonia Rd.	St. Lawrence	55.90	St. Regis Falls
94.001-1-20	Hopkinton	Lake Ozonia Rd.	St. Lawrence	664.90	Parishville-Hopkinton Central
94.004-1-2	Hopkinton	Off Lake Ozonia Rd.	St. Lawrence	137.40	Parishville-Hopkinton Central
94.004-1-1	Hopkinton	Off Lake Ozonia Rd.	St. Lawrence	580.80	Parishville-Hopkinton Central