

RECORD AND RETURN TO:

Mark King  
Mohawk Hudson Land Conservancy  
425 Kenwood Ave.  
Delmar, NY 12054

New York State  
Albany County

**CONSERVATION EASEMENT**

**Carey Institute**  
**Approximately 88.73+/- Acres**

**Town of Rensselaerville**  
**Albany County**  
**New York State**

All of Tax parcel:  
136-1-31

CAREY INSTITUTE FOR GLOBAL GOOD, INC., Landowner  
MOHAWK HUDSON LAND CONSERVANCY INC., Holder

## CONSERVATION EASEMENT

This Conservation Easement ("Conservation Easement" or "Easement") is made and entered into as of the 17th day of December, 2021 between:

**CAREY INSTITUTE FOR GLOBAL GOOD, INC.,**

A Delaware not-for-profit corporation with an address of 63 Huyck Road, Rensselaerville, New York 12147 (hereafter "Landowner");

and

**MOHAWK HUDSON LAND CONSERVANCY, INC.,**

a New York State not-for-profit corporation organized and existing under New York law, with an office at 425 Kenwood Avenue, Delmar, New York 12054 (hereafter "Holder").

Exhibits to this Conservation Easement include the following:

- Exhibit A — Property Description
- Exhibit B — Conservation Easement Map
- Exhibit B1— Schedule of Commercial Buildings and Square Footage
- Exhibit B2— Schedule of Residential Buildings and Square Footage
- Exhibit C — Definitions

### 1. RECITALS

#### 1.1 Property

WHEREAS, Landowner is the sole owner in fee simple of certain real property (the "Property") consisting of approximately 88.73 acres, located in the Town of Rensselaerville, County of Albany, New York, more particularly described in "Exhibit A" attached hereto and shown on the map (the "Conservation Easement Map") attached hereto as "Exhibit B", and excluding the portion of the Property leased to Cellco Partnership, d/b/a/ Verizon Wireless, Tax Map 136-1-36.2;

#### 1.2 Property Attributes

WHEREAS, as determined in the Baseline Documentation Report prepared by Holder, the Property possesses the following attributes:

- (i) Located adjacent to the Edmund Niles Huyck Preserve;
- (ii) fields, meadows, and woodlands which provide significant habitat for a diversity of species;
- (iii) approximately one-half mile of frontage on N.Y.S Route 85, and approximately 1450 +/- feet of frontage along Pond Hill Road, both paved, scenic, rural roadways affording views of the Property;
- (iv) estate houses of historical significance; and
- (v) a significant area of watershed for Myosotis Lake.

### 1.3 New York State Authorizing Statute

WHEREAS, Article 14 of the New York State Constitution states that "the policy of this state shall be to conserve and protect its natural resources and scenic beauty and encourage the development and improvement of its agricultural lands for the production of food and other agricultural products", and the Legislature of the State of New York has declared conservation, preservation, and protection of its environmental assets and natural and man-made resources the public policy of the State, and in furtherance thereof has authorized the creation of conservation easements pursuant to Article 49, Title 3, of the New York State Environmental Conservation Law ("ECL"), and Landowner and Holder wish to avail themselves of the provisions of that law without intending that the existence of this Conservation Easement be dependent on the continuing existence of such law. Holder qualifies under Article 49, Title 3 of the ECL to receive and hold conservation easements by purchase, gift, conveyance, grant, demise, bequest, or otherwise;

### 1.4 Public Policy

WHEREAS, the Property is located within the Town of Rensselaerville, which identifies as a goal of its Comprehensive Plan adopted in 2007: "To protect important natural resources in the town such as water bodies and wetlands, water supply and recharge areas, important wildlife areas, natural habitats, stream corridors and scenic views which are an essential part of the rural character, quality of life and economic viability."; and

WHEREAS, protection of the property is consistent with a recommendation of the Town's Comprehensive plan which states: "1.1 Work with the Huyck Preserve and local land trust organizations ..... to continue preserving significant parcels of land that are environmentally fragile, or provide important wildlife and plant habitats. Encourage use and proper assessment of conservation easements."

WHEREAS, the Property is located within Albany County, which recognizes that "...working with owners of private property ... to conserve and protect their holdings is of critical importance..." as stated in the State Department of Environmental Conservation Region 4 Open Space Advisory Committee Report (2002), pursuant to Section 49-0209 of the Environmental Conservation Law.

### 1.5 Holder is a Tax-Exempt Charity

WHEREAS, Holder is a New York State not-for-profit corporation within the meaning of Article 49, Title 3 of the Environmental Conservation Law of the State of New York (together with any successor statute, the "Environmental Conservation Law" or "ECL") and has the power to acquire and hold conservation easements;

### 1.6 Holder's Mission

WHEREAS, Holder is incorporated for the charitable purposes of, among other things, the conservation and stewardship of natural and cultural resources in the Mohawk-Hudson Region;

WHEREAS, Holder has determined that acquiring a Conservation Easement on the Property, which protects the rural, natural, open space, scenic and cultural values of the Property, will further its charitable purposes of conserving the natural and cultural resources in the Mohawk-Hudson Region;

WHEREAS, the expanse of forests, wetlands and scenic areas found in Town of Rensselaerville, Albany County, including the area encompassed by the Property, is important to the natural and cultural values of the Hudson-Mohawk Region;

#### 1.7 Public Benefit

WHEREAS, the parties have entered into this Conservation Easement to provide a significant public benefit, as defined in section §1.170A-14(d)(2)(i) of the U.S. Internal Revenue Code and in accordance with ECL section §49-0301. The Property is a significant Natural Area due to its forests, open and scenic qualities, that consists of “a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem,” as that phrase is used in 26 USC 170(h)(4)(A)(ii) and applicable regulations;

WHEREAS, Landowner and Holder intend that the conservation of the Property will yield “public benefits” as defined under Section 170(h)(4)(A)(iii) of the Internal Revenue Code, as amended and the regulations promulgated thereunder;

#### 1.8 Legal Tax and Financial Advice

WHEREAS, Landowner has received such independent legal, tax and financial advice regarding this Conservation Easement that Landowner deemed necessary. Landowner freely and with full will signs this Conservation Easement in order to accomplish the Purposes of this Conservation Easement as stated in Section 3 herein; and

#### 1.9 Current Use of the Property

WHEREAS, the Property is currently used as a venue for conferences, temporary residencies, events and gatherings of a commercial nature in a natural and scenic setting, as hereinafter described in greater detail. The Conservation Values (defined below) of the Property have not been and are not likely to be adversely affected to any substantial extent by allowing the uses of the Property as authorized under this Conservation Easement. Also, the Conservation Values of the Property have not been and are not likely to be adversely affected to any substantial extent by limited development of the Property through the use and maintenance of those structures which presently exist on the Property, or the construction, use and maintenance of new structures, as permitted herein, including the limited additional development which is authorized under this Conservation Easement.

**NOW, THEREFORE**, for and in consideration of the facts recited above and of the mutual covenants, terms, conditions and restrictions contained herein, and in consideration for Ten Dollars U.S. (\$10.00) and other valuable consideration, Landowner hereby gives, grants, warrants and conveys unto Holder a Conservation Easement in perpetuity on, over, across, under and above the Property of the nature and character as follows:

## **2. DEFINITIONS SET FORTH IN EXHIBIT C**

Capitalized words or terms used in this Conservation Easement, and also used in the Property's Baseline Documentation Report referenced below, shall have the definition as set forth in Exhibit C attached hereto and incorporated herein. Notwithstanding, in the event of a conflict between the definitions and anything contained in this Conservation Easement, the language of this Conservation Easement shall control.

All references to Landowner herein shall include the Landowner, the Landowner's successors in interest, heirs and assigns, and shall also mean the masculine, feminine, corporate, singular or plural form of the word as needed in the context of its use. All references to Holder herein shall include Holder's successors in interest and assigns, and shall also mean the corporate, singular or plural form of the word as needed in the context of its use.

### **3. PURPOSE OF CONSERVATION EASEMENT**

The purpose of this Conservation Easement is to preserve and protect in perpetuity the Conservation Values of the Property (the "Conservation Values") and to prevent any activity or use of the Property that will destroy, impair, adversely impact, interfere with, diminish or harm the Conservation Values of the Property (the "Purpose" or the "Conservation Purpose").

### **4. CONSERVATION VALUES OF THE PROPERTY**

The attributes of the Property described in this Section and in the Baseline Documentation Report referenced below are collectively referred to in this Conservation Easement as the Conservation Values.

The Property is a Natural Area that consists of “a relatively natural habitat of fish, wildlife, or plants or similar ecosystem,” as that phrase is used in 26 USC 170(h)(4)(ii) and applicable regulations.

A majority of the Property is in natural land cover, primarily forest, meadow and includes open space views and recreational opportunities. The Property’s forest, meadow, and the open space values and viewshed associated with them, and its proximity to other protected lands, are its main Conservation Values.

#### 4.1 Corridor Values

The Property is located adjacent to the more than 2,000-acre Edmund Niles Huyck Preserve, lands open to the public and owned by The Edmund Niles Huyck Preserve, Inc., a 501 (c) 3 non-profit organization. The Property is also within close proximity to approximately 1,253 acres of existing protected lands and to property protected by a Conservation Easement held by the Mohawk Hudson Land Conservancy. The Property and nearby protected lands provide, or potentially provide, suitable habitat for many wildlife species of conservation interest including bobcat, black bear, and fisher. The protection of this Property along with nearby protected lands creates a significant habitat corridor, supporting wildlife migration between larger conserved lands for geneflow and buffering wildlife from human interactions.

#### 4.2 Forest and Habitat Values

Fragmentation and loss of Natural Areas due to human activities disturbs wildlife corridors, natural communities and ecosystems, impedes their natural function and processes, and degrades air and water quality and other ecosystem services.

This Conservation Easement reduces fragmentation and habitat loss by limiting future subdivision to no more than four (4) separate subdivisions. This limitation is intended to

increase resilience to climate change, facilitate large-scale ecosystem processes and services, and provide an important buffer, contributing to the ecological viability of surrounding protected lands.

#### 4.3 Freshwater Resource Values

The Property is wholly within the Myosotis Lake watershed, and the protection of the natural and undeveloped condition of the Property is, therefore, important for helping to ensure the quality of and the quantity of water resources in the watershed. Protecting the Property benefits these municipal water supplies and helps to maintain wildlife habitat for resident and migratory species, and consumptive and non-consumptive recreational opportunities.

#### 4.4 Climate Change and Resiliency Values

Landowner and Holder recognize that ecosystems, natural communities, and occurrences of native flora and fauna are dynamic and may change over time; thus, the ecosystems, natural communities, and flora and fauna that exist today may evolve, succeed, or change through natural processes, not including direct human actions. Maintaining the Property in relatively Natural Cover, with undisturbed habitat and ecosystem processes, be it the current or future composition of Natural Cover, will best allow the Property to adapt to new environmental variables and changes over time. In the event that global climate change, forest fires, disease and pests, and other potential and unforeseen threats causes unforeseen changes to the natural features and ecologically significant communities and species on the Property, the Purpose of this Conservation Easement, to preserve and protect in perpetuity the Conservation Values of the Property, shall endure, and the terms and provisions of this Easement shall continue to apply.

### **5. IMPLEMENTATION**

This Conservation Easement shall be implemented by limiting and restricting the development, management and use of the Property in accordance with the provisions of this Conservation Easement. The terms of this Conservation Easement are subject to all applicable local, state and federal laws and regulations.

### **6. RESERVED RIGHTS**

Subject to the restrictions and covenants set forth in this Conservation Easement, Landowner reserves for itself and its successors in interest with respect to the Property, all rights with respect to the Property, including, without limitation, the right of exclusive use, possession and enjoyment of the Property and the right to sell, transfer, lease, mortgage or otherwise encumber the Property, as owner, provided such encumbrances, use, possession and enjoyment are subject to the terms of this Conservation Easement. Nothing contained herein shall be construed as a grant to the general public of any right to enter upon any part of the Property.

### **7. PERMITTED STRUCTURES AND USES**

Permitted structures on and uses of the Property vary depending on the location on the Property where the uses occur. The Property is divided into three principal areas, all of which are depicted on the Conservation Easement Map attached hereto as Exhibit B:

1. the Acceptable Development Area (ADA), approximately 19 acres, which is focused around the Existing Structures and is depicted on Exhibit B and defined in Exhibit C;
2. the Active Area (AA), approximately 16 acres and is depicted in Exhibit B and defined in Exhibit C attached hereto.
3. Resource Protection Area (RPA), approximately 52 acres and consists of the remainder of the Property outside the ADA and the AA and is depicted in Exhibit B and defined in Exhibit C attached hereto.

### **7.1 Permitted Uses and Activities in All Property Areas**

The following activities and uses are permitted on all of the three areas (i.e., the ADA, the AA and the RPA) depicted on the Easement Map attached hereto as Exhibit B:

#### **7.1.1 Acceptable Use**

Acceptable Educational and Recreational uses may include, but are not limited to, education and nature interpretation classes and programming, hiking, cross-country skiing, horseback riding, provided same are not inconsistent with the Conservation Values and purposes of this Conservation Easement.

#### **7.1.2 Fences**

Existing fences or stone walls and gates may be repaired and replaced, and new fences or stone walls and gates may be constructed or installed for purposes of management and control of access to the Property, reasonable and customary management of livestock and wildlife, landscaping, and to prevent trespassing on the Property, provided same are not inconsistent with the Conservation Values and purposes of this Conservation Easement. Fences cannot limit access to the Property for annual easement monitoring by the Holder.

#### **7.1.4 Trails**

Any Existing Trails, including paved sidewalks, on the Property identified in the Baseline Document Report may be maintained, altered or abandoned.

##### **7.1.4.1 New Trail Construction Restrictions**

Trail construction, and subsequent maintenance and abandonment, must comply with the standards outlined below:

- (1) All construction and maintenance of Trails shall follow applicable New York State Forestry Best Management Practices for Water Quality to minimize any restriction or impairment of water flow on the Property in order to minimize soil erosion.
- (2) Any grading or change in topography necessary for Trails shall blend into the natural topography of the Property, shall control erosion, and shall be limited to the absolute minimum necessary for the uses permitted under this Conservation Easement.
- (3) Trails shall not be paved or otherwise covered with impervious material.

## **7.2 Acceptable Development Area (ADA)**

The following structures, activities and uses are permitted within the Acceptable Development Area as depicted on the Conservation Easement Map attached hereto as Exhibit B:

### **7.2.1 Improvements to Existing Commercial Structures**

All Existing Commercial Structures, as listed in the B1 Schedule of Buildings, are currently located within the ADA and together with customary appurtenances and existing accessory structures, may continue to be used for Permitted Uses and may be maintained, repaired, enlarged, replaced or removed in accordance with all applicable laws, ordinances, rules or regulations and the provisions of this Conservation Easement so long as the total square footage (excluding basements) of all Commercial Structures does not exceed, in the aggregate, 47,061.25 square feet (representing not more than a twenty-five percent (25%) increase in the total square footage of the existing Commercial Structures). As of the date of this Conservation Easement, the total square footage of all Existing Commercial Structures located within the ADA is approximately 37,649 +/- square feet (see Exhibit B1 Schedule of Commercial Buildings for current Existing Commercial Structure square footage (excluding the Residential Structures, i.e., Stonecrop, Huyck and the President's House (also referred to as the Lake House)).

Commercial Structures shall also not exceed 35 feet in height. As used in this Conservation Easement, the height of a Structure shall be determined by measuring the highest point of the roof, as measured from the mean grade level for Existing Structures or for enlarged, replaced or new structures, the mean grade level prior to construction or grade alteration. The "mean grade level" in all cases shall be determined by calculating the average of the elevations of the midpoints of each side of the Structure.

30 days prior to commencing the enlargement, replacement or construction of any Commercial Structure, Landowner shall provide the Holder with the construction drawings showing the increase in or new square footage and the height of the Commercial Structure for the Holder's written approval (see Section 9.8).

### **7.2.2 Removal of Structures**

Residential and Commercial Structures may be demolished and removed in accordance with all applicable laws, ordinances, rules or regulations.

### **7.2.3 Improvements to Existing Residential Structures**

All Existing Residential Structures i.e., the Estate Houses (known as Stonecrop, Huyck House, and President's House; hereinafter, individually or collectively, the "Estate Houses"), are currently located within the ADA (as described in Exhibit B1). The Residential Structures, together with existing accessory structures, may continue to be used for Permitted Uses and may be maintained, repaired, enlarged, constructed or replaced in accordance with all applicable laws, ordinances, rules or regulations and the provisions of this Conservation Easement so long the total square footage of each Residential Structure, including accessory structures, (excluding basements), shall not exceed the square footage



of that Structure, as provided in Schedule B2, Schedule of Residential Buildings, by more than 1000 square feet.

Residential Structures shall also not exceed 35 feet in height. As used in this Conservation Easement, the height of a Structure shall be determined by measuring the highest point of the roof, as measured from the mean grade level for Existing Structures or for enlarged, replaced or new structures, the mean grade level prior to construction or grade alteration. The "mean grade level" in all cases shall be determined by calculating the average of the elevations of the midpoints of each side of the Structure.

Prior to commencing the enlargement, replacement or construction of any Residential Structures, including accessory structures, Landowner shall provide the Holder with the construction drawings showing the increase in or new square footage and the height of any improvements for the Holder's written approval (see Section 9.8) to confirm the proposed work is allowed under this Section 7.2.3.

#### 7.2.4 Permitted Uses of Residential and Commercial Structures and Improvements within the ADA

i. Estate Houses are permitted to be used as single-family Residential Structures or for short term room rentals consistent with the Permitted Uses of the Property.

ii. Commercial Structures including, but not limited to, Ford, Straus, Guggenheim, Carriage House and Brewery, are permitted to be used in connection with the Commercial Permitted Use of the Property, as hereinafter provided, and shall be limited to:

- A. The Hospitality Industry, including the following uses of the Property:(a) conferences; (b) meetings; (c) presentations of programs in any of the creative arts, including, but not limited to, music, art, writing, literature; (d) celebratory events such as weddings, anniversaries, family reunions; residency programs, associated with programs stated in (c), above, such as the non-fiction residency program previously conducted at the Property;
- B. Programs relating to sustainable communities, agriculture, forest management, education and programs to support rural enterprises such as, winery, cidery, brewery, and sale of farm and forestry products; and
- C. Administrative Offices and Professional Offices, as those terms are defined in Exhibit C.

iii. In the event that the Cottage, Brewery and/or Maintenance Barn become part of a subdivision including one or more of the Residential Structures, but not any of the other Commercial Structures, as permitted herein, such structure(s) may be used for single family residential purposes and all structures located on such subdivided parcel shall become subject to the 1000 square foot increase in total square footage as provided in Section 7.2.3. For the avoidance of doubt, in the event that the Cottage, Brewery and/or Maintenance Barn become part of a subdivision including one or more of the Residential Structures, but not any of the other Commercial Structures, the permissible increase in the aggregate square footage of Commercial

Structures as provided in Section 7.2.1 shall not be decreased but shall remain as provided in Section 7.2.1.

#### 7.2.5 Landscaping

Landowner has the right to plant, cut and/or clear trees or shrubs and to undertake other landscaping, gardening and landscape improvement projects within the Acceptable Development Area.

#### 7.2.6 Customary Home Occupations or Cottage Industries

The Estate Houses may be used to carry out home occupations or cottage industries within the Acceptable Development Area, provided said activities are compatible with the rural character of the Property and in accordance with applicable laws, ordinances, rules and regulations. Examples of customary home occupations or cottage industries are, without limitation, professional offices within the home, bed and breakfasts, and crafts production, including arts and crafts related endeavors.

#### 7.2.7 Recreational and Educational Uses

Landowner has the right to undertake recreational and educational activities within the Acceptable Development Area as described below:

- i. Recreational and Educational Uses  
Acceptable recreational and educational uses may include, but are not limited to, cross-country skiing, non-commercial camping, horseback riding, tennis, swimming, agricultural classes, nature interpretation, and other educational programs.
- ii. Structures and Improvements for Recreational and Educational Use  
Landowner has the right to construct improvements for Recreational and Educational use and maintain, repair, or improve Existing Structures as described in Section 7.2.1 for customary rural, recreational, residential and educational uses. These improvements may include the construction of swimming pools and appurtenant structures and enclosed horseback riding structures within the Acceptable Development Area for the purposes of recreational and educational use.

#### 7.2.8 Utilities, Driveways, Roadways and Parking Areas

Landowner has the right to construct and repair utilities, driveways and/or roadways and parking areas located within the Acceptable Development Area necessary to serve any permitted uses in the Acceptable Development Area. Such utilities include water lines, sewer lines, gas lines, cable, fiber optic or telecommunications lines, electric lines, wells and septic systems.

#### 7.2.9 Non-Commercial Clean Renewable Energy Structures and Improvements

With advance written permission from Holder that shall not be unreasonably withheld, conditioned, or delayed, Landowner shall be permitted to install, repair, replace, maintain

and use structures and improvements necessary to undertake non-commercial, clean renewable energy activities. This includes but is not limited to wind, solar, geothermal, and other similar energy generation activities for the primary purpose of generating electricity to support the permitted uses established herein, provided such activities are compatible with the Purpose of this Conservation Easement and are located within the Acceptable Development Area and are placed on Existing Structures.

### **7.3 Active Area**

Land use within the AA, depicted on the Easement Map (see Exhibit B), shall encompass education, recreation, agriculture, forestry and/or wildlife management activities on the Property. Commercial and Residential Structures of any type shall not be permitted within the AA; however, tents and other temporary structures shall be permitted within the AA for any Commercial Permitted Use.

#### **7.3.1 Forest Resources**

Landowner may selectively cut trees for firewood to heat Structures located on the Property and Landowner may remove trees that are diseased, dead, or dying or are dangerous without a Forest Management Plan. Landowner may also remove trees identified by the NYSDEC as Invasive Species. All activities conducted under this section shall be carried out in accordance with Sound Forest Management Practices, as defined in Exhibit C herein.

#### **7.3.2 Timber Harvesting**

Timber harvests are only allowed if a Forest Management Plan has been provided to and approved by the Holder. The plan must be provided to the Holder for review at least forty-five (45) days prior to any harvest activities, marking of trees, and/or construction of access roads. The Holder may require modifications to such plan to be consistent with the purposes of this Conservation Easement. The Forest Management Plan must be prepared by a reputable and qualified forester with at least five years professional experience in the practice of forestry and a degree from an accredited school of forestry.

#### **7.3.4 Wildlife Management**

##### **7.3.4.1 Maintenance of Lands**

Landowner has the right to maintain lands for the protection of wildlife and promotion of natural propagation and maintenance of desirable native species in accordance with generally-accepted management practices as recommended by the NYSDEC or by the USDA Natural Resources Conservation Service, taking into consideration relevant guidance from state and federal agencies in keeping with trends for recognized wildlife management practices, provided such recommendations and guidance are not inconsistent with the Purpose of the Conservation Easement.

##### **7.3.4.2 Improvements Related to Wildlife Management**

Landowner has the right to enhance wildlife habitat in accordance with generally accepted wildlife management practices as recommended by the NYS DEC. Any management recommendations that would impact more than 2-acres requires advance written permission of Holder, pursuant to Section 9.8 herein.

#### 7.3.5 Landscaping

Landowner also has the right to remove trees within the AA, as necessary to maintain or enhance views from the Estate Houses.

### **7.4 Resource Protection Area**

The RPA shall be maintained as a forested area without the addition of any new improvements or structures of whatever nature (including temporary structures) and only dead or diseased trees and invasive species, as identified by the NYSDEC, shall be removed from such area.

#### 7.4.1 Livestock Grazing

Grazing of livestock within the RPA is prohibited.

#### 7.4.2 Mowing

Landowner may continue to mow Existing areas of lawn that are located within the RPA as depicted on the Easement Map, Exhibit B.

#### 7.4.3 Trails

Landowner may create and maintain unpaved trails, including wooden boardwalks, ramps and ADA accessible trails, within the RPA. Landowner must obtain prior written permission of Holder if trails are to be paved.

#### 7.4.4. Forest Resources

Management of forest resources within the RPA does not include the allowance of timber harvesting which is prohibited within the RPA with the following exceptions: (i) Landowner may remove trees that are diseased, dead, or dying or are dangerous without a Forest Management Plan; (ii) stands of Red Pine and Norway Spruce may be removed without a Forest Management Plan; and (iii) Landowner may remove trees identified by the NYSDEC as Invasive Species. All activities conducted under this section shall be carried out in accordance with Sound Forest Management Practices, as defined in Exhibit C herein.

### **7.5 Reaffirmation**

No use shall be made of the Property, no actions taken, and no activity thereon shall be permitted which, in the reasonable opinion of Holder, is or is likely to become inconsistent with the purposes of this Conservation Easement as stated in Section 3 herein.

## **8. RESTRICTED USES**

The restrictions imposed upon the Property are as follows:

### **8.1 Use and Building Prohibitions**

Except as expressly permitted by this Conservation Easement, no residential, commercial, industrial or mining activities shall be permitted, and no building, Structure, appurtenant facility or Improvement shall be constructed, created, installed, erected or moved onto the Property.

### 8.2 Improvement Restrictions

Except as expressly permitted by this Conservation Easement, no driveways, roads, or utility lines shall be constructed, developed or maintained into, on, over, under, or across the Property, without the prior written permission of the Holder, which shall not be unreasonably withheld, conditioned or delayed. Holder shall grant such permission if it determines that any such improvement would be consistent with the Purpose of this Conservation Easement as set forth in Section 3 and would not adversely affect the scenic and rural character of the Property.

#### 8.2.1 Dumping

There shall be no treatment, storage or disposal of trash, garbage, solid waste, or other unsightly or offensive material, hazardous substance, or toxic waste, nor any placement of underground storage tanks of any kind in, on, or under the Property other than temporary storage of trash and garbage consistent with the use of the Property as allowed by this Conservation Easement and any Existing underground storage tanks; there shall be no changing of the topography through the placing of soil or other substance or material, including, but not limited to, fill material, construction and demolition debris, sewage, sludge, septage or dredging spoils, nor shall activities be conducted on the Property that could cause erosion or siltation on or off the Property.

### 8.3 Excavating

There shall be no ditching, draining, diking, filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials, nor any building of roads or change in the topography of the land in any manner, unless directly associated with and incidental to Permitted Uses or archeological exploration by a qualified not-for-profit, state or federal governmental agency.

### 8.4 Industrial Use

Industrial Use of the Property is generally prohibited.

### 8.5 Signage and Lighting Restrictions

No internally lit or neon signs shall be erected or displayed on the Property. No billboards or any other sign shall be erected or displayed on the Property, which are defined for the purpose of this Conservation Easement as signs larger in size of 16 square feet or which are higher, at the highest point of the sign, than 12 feet above ground level. Any new lighting of any kind on the Property shall comply with the International Dark Sky Association guidelines or any successor guidelines.

### 8.6 Waste Management

The treatment, storage or disposal of trash, abandoned vehicles (including trailers and associated equipment), solid waste, human waste, refuse or debris on the Property shall not be permitted.

However, Landowner shall be allowed to temporarily store in receptacles such wastes as are generated on the Property from activities permitted by this Conservation Easement and any applicable law, rule or regulation, for ultimate disposal off-site. This prohibition shall not apply to (a) the construction and maintenance of septic or other sanitary systems for human wastes generated from dwellings and other structures upon the Property, which Structures are otherwise permitted by this Conservation Easement; (b) the storage and spreading of fertilizer or soil conditioner related to landscaping for the Property in accordance with all applicable laws, rules and regulations.

### 8.7 Chemicals

All pesticides, herbicides, fertilizers, or other chemical treatment of the Property shall be used in accordance with applicable laws, ordinances, rules and regulations.

### 8.8 Mining

#### 8.8.1 Mining Prohibitions

There shall be no excavation, dredging, ditching, filling, drilling, or any other surface development of the Property to extract, store or transport any Mineral Resources in any manner. Use of the Property for Mining, including removal of soil, loam, peat or sod, sand, gravel, rock, minerals, coal, natural gas or other materials is generally prohibited, except for any activity duly authorized under the applicable provisions of ECL Section 49-0305 3(b) and as may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Property by this Conservation Easement. This shall not prevent the installation of local and residential utility lines, wells, septic systems or other utilities as reasonably necessary to serve the Structures permitted herein, or the construction of driveways as permitted herein.

#### 8.8.2 Mineral Rights

The Property subject to this Conservation Easement includes all surface and subsurface mineral rights, including all mining and quarrying rights and all rights to excavate or remove subsurface oil, gas, and other minerals, all geothermal energy rights, water and water rights, ditches and ditch rights, springs and spring rights, reservoir and storage rights, wells and groundwater rights, and other rights in and to the use of water historically used on or otherwise appurtenant to the Property (collectively "Water Rights"). Landowner shall not transfer, encumber, sell, lease, or otherwise separate the Water Rights or mineral rights for the Property.

### 8.9 Recreational Commercial Use Prohibitions

Except as expressly permitted by this Conservation Easement, commercial recreational, educational and outdoor uses of the Property are prohibited. With this prohibition, it is the intent of the parties to prevent the Property from becoming the site of commercial recreational enterprises such as, but not limited to, a golf course, an exclusive hunting grounds or club, a commercial site for a snowmobiling, ATV, motocross, or other racetrack, landing strip, or other similar intensive or predominantly Commercial Use, inconsistent with the terms of this Conservation Easement. This restriction shall not be construed to mean the occasional or casual use of or access to the

Property by individuals or groups who pay a fee to a guide, educator, or outfitter to supervise outdoor recreational activities.

#### 8.10 ATV, Snowmobile and Other Motorized Vehicle Use

Notwithstanding the language of paragraph 8.9 above, the Landowners may operate ATV's, snowmobiles, tractors and other Motorized Vehicles on the Property for property management including forestry use and for management of the facilities on the Property. Landowner shall indemnify and hold the Holder harmless for any injury to person or Property incurred as a result of the operation of said vehicles. Landowners will repair any damage to the Property caused by such use, other than normal wear and tear, and in particular will take steps to prevent trail or stream erosion as a result of such use. Use, other than normal wear and tear, includes changes in topography and increases in erosion because of overuse from motor vehicles.

#### 8.11 Invasive Species

No Invasive Species shall be planted, intentionally introduced, or released by Landowner on the Property. The killing, control, or removal of Invasive Species is permitted, subject to the limitations on chemicals set forth herein in Section 8.7.

#### 8.12 Soil and Water Pollution, Contamination, and Erosion

Any use of or activity on the Property that causes or, in the sole good faith opinion of Holder, is likely to cause contamination, degradation, erosion, sedimentation or pollution to any soil and/or surface or subsurface waters is prohibited, other than may be caused by Existing Structures.

### **9. ADDITIONAL COVENANTS AND PROVISIONS**

#### 9.1 Subdivision

The Property may only be subdivided under the conditions set forth below. Mortgages and other non-possessory interests in land do not constitute subdivisions for the purposes herein. All subdivision must also conform to standards and requirements of the Town of Rensselaerville subdivision regulations as they exist at the time of the requested subdivision. The terms of this Conservation Easement and applicability of same to the Acceptable Development Area, Active Area and Resource Protection Area shall not be affected by any subdivision or boundary line adjustments.

##### 9.1.1 Boundary Disputes

The subdivision prohibitions in Section 9.1 do not apply to boundary line adjustments necessary to resolve bona fide boundary disputes, clarify or update old legal descriptions and/or correct survey errors. Landowner must first provide notice to and obtain approval of Holder (which shall not be unreasonably withheld or delayed) consistent with Section 9.8. No boundary line change may be made unless it complies fully with the requirements of Holder's internal policies and procedures and standards (including necessary due diligence and approvals, and Landowner payment of Holder's costs at Holder's discretion), and federal, state and local laws.

##### 9.1.2 Conservation Purposes

Notwithstanding the limitations on subdivision set forth in section 9.1, Landowner may sell or convey to the State of New York or to a qualified conservation organization (as defined in ECL Article 49, title 3), a portion of the Property in fee, or sell, convey, or grant to the State of New York or a qualified conservation organization any other rights in all or a portion of the Property, including additional conservation easement interests and recreational rights.

#### 9.1.3 Permitted Subdivision

In addition to subdivision provisions 9.1.1 and 9.1.2 the Property may also be Subdivided to create as many as four (4) separate parcels: (a) up to three (3) subdivided parcels, to include one or more Estate Houses within such subdivided parcel; and (b) one subdivided parcel including the remainder of the Property.

#### 9.1.4 Subdivision and Boundary Line Adjustment Expenses

Any and all fees and costs associated with a subdivision or boundary line adjustment shall be the responsibility of the Landowner.

### 9.2 Conveyances

#### 9.2.1 Conveyance of Entire or Subdivided Property

Landowner retains the right to sell, transfer, lease or otherwise convey the entire Property or subdivided parcels, subject to the restrictions and covenants set forth in this Conservation Easement.

#### 9.2.2 Notice of Property Conveyance

Thirty (30) days prior to sale, transfer, lease for a term of greater than one (1) year or other conveyance, Landowner must provide prior written notice to Holder pursuant to Section 10 below. With regard to leases, written notice shall be provided to Holder as more fully set forth in Section 9. 3.2.5.

#### 9.2.3 Deed of Conveyance

Any deed of conveyance or agreement shall include language substantially in the form set forth in Section 11.

Nothing in this Conservation Easement shall be construed as limiting the rights of the holder of such conveyance or mortgage from foreclosing or otherwise enforcing its rights thereunder, provided that any such foreclosure or enforcement of a subsequent or otherwise subordinated or junior mortgage, or other property interest, or other action shall not extinguish this Conservation Easement and Holder's rights hereunder.

### 9.3 Conveyances of Partial Interests; Mineral Interests, Leases

#### 9.3.1 Partial Interests

The sale, transfer or conveyance of an interest or partial ownership interest in any of the rights in the Property such as timber rights, mineral development rights and other such rights that when exercised affect the Conservation Values and/or the Holder's ability to



enforce the terms of the Conservation Easement, to an individual or entity other than the Landowner, is prohibited.

### 9.3.2 Leases

Subject to the provisions of this Conservation Easement, the Landowner may lease the Property, in whole or in part, provided the following provisions are met:

9.3.2.1 Any lease shall be subject to this Conservation Easement.

9.3.2.2 Leasehold uses of the Property must be consistent with the terms of this Conservation Easement, and the lessees must be bound by the provisions of this Conservation Easement.

9.3.2.3 Landowner shall provide a copy of this Conservation Easement and any amendments hereto to all lessees.

9.3.2.4 Landowner shall include notice of this Conservation Easement in any written lease agreement. Any deed or other instrument evidencing or affecting such conveyance shall contain a notice of the encumbrance of this Conservation Easement substantially as follows:

"This {lease} is subject to a Conservation Easement which runs with the land and which was granted to The Mohawk Hudson Land Conservancy, Inc. by instrument dated \_\_\_\_\_ and recorded in the office of the Clerk of Albany County as instrument \_\_\_\_\_

The failure to include such language in any lease shall not, however, affect the validity or applicability of this Conservation Easement to the Property or limit its enforceability in any way.

9.3.2.5 Landowner shall notify Holder as described in Section 10 of any pending lease at least five (5) days in advance of the execution of any lease and provide Holder with (a) the full name, mailing address and telephone number of all lessees and parties in possession of the Property, and, if applicable, the individual principals thereof, (b) a description and map of what portion of the Property is being leased, and (c) the lease term.

9.3.2.6 Landowner shall provide to Holder a copy of any legal instrument effecting such lease within thirty (30) days following its execution; provided, however, that any financial terms may be redacted from said copy.

9.3.2.7 As set forth more fully in Section 9.5, Landowner shall be responsible for the acts and omissions of Landowner's lessees and parties in possession, and Holder has the right to enforce against Landowner for events or circumstances of non-compliance resulting therefrom.

The failure of Landowner to comply with this Section 9.3 shall not impair the validity of this Easement or limit its enforceability in any way.

#### 9.4 Existing Conditions, Baseline Documentation Report

The parties acknowledge that a Baseline Documentation Report ("BDR") has been prepared and approved in writing by Holder and Landowner. By its execution of this Conservation Easement, Holder acknowledges that the present known uses of the Property are permitted by this Conservation Easement. In order to evidence the present condition of the Property (including both natural and man-made features) the BDR contains: (a) an accurate representation of the natural resources and physical condition of the Property at the time of this conveyance, and (b) a description of the current and historical uses of the Property. The BDR includes, among other things, a written report, maps, photographs, and other documentation pertaining to the Property.

The BDR may be used to determine compliance with, and to enforce, the terms of this Conservation Easement; however, the parties are not precluded from using other relevant evidence or information to assist in that determination or for enforcement of this Conservation Easement. In case of any conflict or inconsistency between the terms of this Conservation Easement and the BDR, the terms of this Conservation Easement shall prevail. An original of the BDR is on file with Holder. The Holder agrees to provide a copy of the BDR to the Landowner at closing and provide additional copies to the Landowner and Landowner's successors in title upon written request.

#### 9.5 Enforcement

Holder may enforce this Conservation Easement at law or in equity, including, without limitation, pursuant to the provisions of Article 49, Title 3 of the Environmental Conservation Law, against any or all of the owners of the Property or any part thereof. If there is a violation, or threatened violation, of this Conservation Easement, Holder shall notify the party in violation or threatening the violation, who shall, in the case of an existing violation, promptly cure the violation by (a) ceasing the same or (b) restoring the Property to the condition before such violation, or (c) both, or, in the case of a threatened violation, refrain from the activity that would result in the violation. The party threatening or in violation shall cure the violation or threatened violation within a reasonable time under the circumstances. If a violation continues for more than 14 days after notice is given without Landowner taking steps to cure the same; or at any time if the violation or a threatened violation threatens immediate and irreparable harm to the resource values of the Property that this Conservation Easement is intended to protect, Holder may seek immediate injunctive relief, without filing any related bond or surety, and shall have the right, but not the obligation, to correct it by pursuing all available remedies at law or in equity. If Holder undertakes such measures to cure the violation, then the full cost thereof including, but not limited to, Holder's expenses, reasonable costs and attorney fees, shall be paid by Landowner to Holder. Failure to enforce any restriction or covenant herein contained shall in no event be deemed a waiver of a right to do so thereafter as to the same violation or breach or as to one occurring prior or subsequent thereof.

#### 9.6 Violations Due to Causes Beyond Landowner's Control (Natural Disasters/Unauthorized Acts by Third Parties)

Nothing herein shall be construed to entitle the Holder to institute any enforcement proceedings against the Landowner for any changes to the Easement Area due to causes beyond the

Landowner's control, such as natural events or natural causes beyond Landowner's control, including, without limitation, fire, flood, storm, earthquake, infestations, natural deterioration, earth movement, climate change, or from any prudent action taken by Landowner under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area resulting from such natural events or causes or the unauthorized wrongful acts of third persons. In the event a natural disaster or emergency conditions alter the Easement Area, Landowner and Holder will work together to identify restoration or rehabilitation activities and develop a restoration plan, or otherwise the parties may determine that the Conservation Easement may be terminated in accordance with New York State law.

Landowner shall notify Holder of any act or occurrence that Landowner has been made aware of that would adversely affect or interfere with this Conservation Easement that is caused by a third party or parties. In the event of violations of this Conservation Easement caused by the wrongful acts of a third party, Landowner shall cooperate fully with Holder in enforcement of this Conservation Easement, including but not limited to: gathering facts and information relevant to the violation; assigning its right of action to the Holder; joining in any claim or legal action; and/or appointing the Holder as its attorney-in-fact for purposes of enforcement, all at the election of the Holder. In the event that such third-party acts interfere with the Conservation Values of this Conservation Easement, Landowner and Holder shall work together to identify restoration or rehabilitation activities and develop a restoration plan. This section shall not be construed to relieve Landowner of the obligation to clean up garbage or materials dumped on the Property by third parties, to take all reasonable actions to prevent violations of the Conservation Easement by third parties, or to otherwise maintain the Property in a condition consistent with the purposes of this Conservation Easement.

#### 9.7 Amendment

This Conservation Easement may be amended only upon the written consent of Holder and Landowner, and only if such amendment has a neutral or positive effect on the Conservation Values. Any such amendment shall be consistent with the Purpose of this Conservation Easement as established in Section 3 herein, and shall comply with Article 49, Title 3, of the Environmental Conservation Law. Any such amendment that does not comply with the Environmental Conservation Law shall be void and of no force or effect. The party or parties requesting an amendment shall be responsible for all costs relating to the evaluation of said request and the amendment's evaluation including, but not limited to, staff costs and legal fees incurred by Holder if said request is made by Landowner.

#### 9.8 Approval

This Section 9.8 is only intended for requests for approval for activities, uses and actions which are expressly allowed in the Conservation Easement, but are subject to Holder's approval or consent. It is not intended for any other purpose, including, without limitation, to request approval for activities, uses or actions that are expressly prohibited or for which an amendment of this Conservation Easement is required. To request an amendment, refer to Section 9.7 Amendment.

### 9.8.1 Approvals in Writing

Any approval, waiver, or other form of consent or permission required or permitted to be given by Holder under this Conservation Easement shall only be effective if in writing and duly executed on behalf of Holder.

### 9.8.2 Approval Format

The Landowner's request for approval must be in writing and must be complete and comprehensive. It shall include information identifying the proposed activity and the reasons for the proposed activity with reasonable specificity. The request for approval shall describe the nature, scope, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Holder to evaluate such activity and shall include any drawings, specifications or maps. The request shall identify the applicable Section(s) of this Easement under which approval is requested along with information evidencing the conformity of such activity with the requirements of this Conservation Easement. Landowner's request for approval shall follow any procedures, forms, and formats now required by Holder or that Holder may require in the future.

### 9.8.3 Approval Timeframe

When Holder's approval is required pursuant to the terms of this Easement, Holder shall grant or withhold its approval in writing delivered to Landowner within forty-five (45) days of Holder's receipt of Landowner's complete and comprehensive written request. Landowner and Holder may mutually agree to extend the 45-day period.

### 9.8.4 Holder's Judgment

Holder agrees to evaluate Landowner's requests under this Conservation Easement based on a good faith exercise of its professional judgment. Holder may request further information of Landowner if Landowner's request fails to be sufficient for Holder to reasonably assess Landowner's request pursuant to this section. In the event that Holder requires the assistance of a professional architect to confirm compliance with the provisions of Section 7.2.1 (relating to the aggregate square footage of Commercial Structures), Holder may notify Landowner and Landowner shall bear the cost of the services of the professional architect selected by Holder. Such request by the Holder will suspend Holder's forty-five (45) day period to grant or withhold its approval during the length of time Landowner takes to respond to Holder's information request or request for payment of the professional architect.

### 9.8.5 Notification

In the case of withholding of approval, Holder shall notify Landowner in writing with reasonable specificity of the reasons for withholding of approval (unless such approval is at Holder's sole discretion), and the conditions, if any, on which approval might otherwise be given.

## 9.9 Taxes and Assessments

Each owner of the Property shall pay all taxes and assessments lawfully assessed against the Property or portion thereof owned by such owner, who shall provide receipted tax bills to Holder

upon request. Holder shall have no obligation or responsibility for payment of any such taxes and assessments.

#### 9.10 Severability

Invalidation of any provision of this Conservation Easement by a court of competent jurisdiction, other applicable judgment, order, statute or otherwise shall not affect any other provisions, which shall be and remain in full force and effect.

#### 9.11 Binding Effect

The provisions of this Conservation Easement shall run with the Property in perpetuity and shall bind and be enforceable against the Landowner and all future owners and any party entitled to possess or use the Property or any portion thereof while such party is the owner or entitled to possession or use thereof. Notwithstanding the foregoing, upon any transfer of title, the transferor shall, with respect to the Property transferred cease being a Landowner or owner with respect to such Property for purposes of this Conservation Easement and shall, with respect to the Property transferred, have no further responsibility or liability hereunder for acts done or conditions arising thereafter on or with respect to such Property, but the transferor shall remain liable for earlier acts and conditions done or occurring during the period of his or her ownership or conduct. Likewise, this Conservation Easement confers no liability to any owner for monetary damages relating to acts which said owner clearly establishes were done by a prior owner, but this sentence shall not be construed as limiting the right of Holder to seek direct action by the current owner to cure any violation arising before said owner came into title to the Property.

#### 9.12 Liability; Environmental

Landowner is solely responsible, and Holder has no responsibility, for the operation of the Property or the monitoring of hazardous or other conditions thereon. Landowner covenants, represents and warrants that, to the best of its knowledge without investigation:

- (1) Landowner and the Property are in compliance with, and shall remain in compliance with, all applicable Environmental Laws (as defined in Exhibit C). Landowner has no actual knowledge of and has received no notices from any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under any Environmental Law relating to the operations or conditions on the Property. Landowner has no actual knowledge of any use or release of Hazardous Materials (as defined in Exhibit C) on the Property that is in violation of any Environmental Laws.
- (2) To the knowledge of Landowner, no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements, or if there have been or are any such tanks located on the Property, their location has been identified to the Holder in writing, they have been properly registered with all appropriate and required authorities, they are in full compliance with all applicable statutes, ordinances and regulations, and they have not resulted in the known release of any substances regulated by Environmental Laws into the environment.
- (3) Without limitation of any other indemnity or release set forth in this Conservation Easement, Landowner releases and shall indemnify, defend (with counsel that is approved by Holder, which approval shall not be unreasonably withheld or conditioned) and hold

Holder and its officers, directors, and employees, harmless from any and all liability, litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, related to Landowner's representations and warranties in this section 9.13 and/or related to the use, deposit or release of any Hazardous Materials and/or substances regulated by Environmental Laws on the Property. Nothing in this Conservation Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability to Holder to exercise physical or managerial control over the day-to-day operations of the Property, or any of Landowner's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended ("CERCLA"), or any successor,

(4) If, at any time, there occurs, or has occurred, a release in, on, or about the Property of any Hazardous Material, Landowner shall take all steps as are reasonable and necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Holder, in which case Holder shall be responsible therefore.

### 9.13 Liability; Indemnification

9.13.1 Holder has no obligations whatsoever, express or implied, relating to the use, payment of taxes or other fees, maintenance or operation of the Property. Holder's exercise of, explicit waiver or failure to exercise, any right conferred by this Conservation Easement shall not be deemed to be a management or control of the activities on the Property.

9.13.2 Holder shall not be liable to Landowner for injuries or death to persons or damage to property or other harm in connection with Holder's administration and/or enforcement of this Conservation Easement, unless such harm is due to the negligence of Holder or its agents, in which case liability shall be apportioned accordingly under applicable law.

9.13.3 Landowner shall indemnify and hold Holder harmless from any and all judgments, costs, claims or liability, including but not limited to reasonable attorney's fees arising from any personal injury, accidents, negligence or damage relating to the Property, or any other claim otherwise arising out of the Property unless due to the negligence of Holder or its agents, in which case liability shall be apportioned accordingly under applicable law.

9.13.4 Landowner shall indemnify and hold Holder harmless from and against any and all claims, costs, expenses (including attorney's fees), fines, penalties, assessments, citations, personal injury or death, and the like arising from or out of the existence (actual or alleged) of any and all environmentally hazardous or toxic substances or materials whatsoever on or under the Property.

9.13.5 Holder shall have no liability to Landowner or any other owner for Holder's acts, taken in good faith, in connection with the administration of this Conservation Easement.

9.13.6 In the event that any person or entity other than Landowner or Holder claims title to the Property or otherwise challenges this Conservation Easement, and such claim impairs or interferes with the rights granted hereunder to Holder, Landowner hereby agrees to undertake any action as is reasonably and necessary to perfect or defend Landowner's title to and Holder's interests in the Property at Landowner's sole cost and expense.

#### 9.14 Further Acts

Each party shall perform any further acts and execute and deliver any documents, including amendments to this Conservation Easement, which may be reasonably necessary to carry out the provisions of this Conservation Easement or which are necessary to qualify this instrument as a conservation easement under Article 49, Title 3, of the Environmental Conservation Law or any regulations promulgated pursuant thereto, or other applicable laws.

#### 9.15 No Forfeiture

Nothing herein contained will result in a forfeiture of Landowner's title in any respect.

#### 9.16 Controlling Law

The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of New York.

#### 9.17 Boundary Survey and Map

The parties acknowledge that the Property Map attached hereto as Exhibit B is the principal visual document representing the terms of this Conservation Easement. It is further acknowledged that the boundaries of the Acceptable Development Area, Active Area and Resource Protection Area have been determined using GPS coordinates and are not otherwise marked by pin or other permanent fixture. In the event that a survey of the property is completed, and the boundary lines produced conflict with the boundary lines as depicted on the Property Map or from the GPS coordinates, then the survey will control, subject to the restrictions related to the Acceptable Development Area, Active Area and Resource Protection Area acreage.

#### 9.18 Boundary Lines and Posting

Landowner shall mark and maintain boundaries and corners of the Property, at Landowner's sole expense, including, if determined necessary by Landowner, obtaining a certified survey for such purposes. Holder has the right, after consultation with Landowner, to install and maintain small signs along boundary line to identify easement boundaries and assist with annual property inspections.

#### 9.19 Recording

This Conservation Easement shall be recorded in the office of the Albany County Clerk and with the NYDEC and as otherwise required under applicable law.

## **10. NOTICES**

### 10.1 Notice

In addition to any other notice or approval requirements set forth in this Conservation Easement, Landowner shall provide notice in writing to Holder at least thirty (30) days before exercising any

reserved or retained right under this Conservation Easement that may have an adverse impact on the Conservation Values (unless a different time period is otherwise expressly required in this Conservation Easement).

10.1.1 Unless otherwise agreed upon by the Landowner and Holder, all notices required in this Conservation Easement shall be in writing and sent one of the following ways:

- (1) U.S. mail, return receipt requested, postage prepaid, or equivalent; or
- (2) Delivery in person; or
- (3) Delivery by reputable commercial courier service, charges prepaid.

10.1.2 A notice or other document that is sent by U.S. certified mail shall be deemed given upon the earlier of the date of first attempted delivery or the third day after deposit in the mail.

10.1.3 A notice or other document delivered in person shall be deemed given upon delivery (or refusal of delivery).

10.1.4 A notice or other document sent by commercial courier service shall be deemed given upon the earlier of the date of first attempted delivery or the third day after deposit with the courier service.

10.1.5 For all activities allowed under this Conservation Easement that do not require prior notice and approval of Holder, Landowner may, nevertheless, provide prior notice to Holder and request written approval of Holder as set forth herein.

10.1.6 Notices shall be sent to the following address or such address as may be hereafter specified by notice in writing by the parties:

Landowner:

Carey Institute for Global Good, Inc.  
Attn: President  
63 Huyck Road  
Rensselaerville, NY 12147

Holder:

Mohawk Hudson Land Conservancy, Inc.  
Attn: Executive Director  
425 Kenwood Avenue  
Delmar, NY 12054

10.1.7 Each party shall provide the other party with its current valid address, telephone number and email address, if applicable. The failure to provide current contact information is a violation of this Conservation Easement.



10.1.8 If the Landowner fails to provide the Holder with an address for purposes of contacting Landowner or for purposes of notice, then the address on record with the Tax Assessor for the Town of Rensselaerville, Albany County, may be used by Holder for any notice or communication sent pursuant to this Conservation Easement, and notice delivered to such address shall be deemed good and sufficient notice to Landowner.

## 10.2 Right of Entry

10.2.1 The Holder has the right to enter the Property in a reasonable manner and at all reasonable times to preserve and protect the Conservation Values of the Property and enforce the terms of this Conservation Easement; provided, however, in the absence of an emergency or a perceived violation of this Conservation Easement, the Holder will not enter onto the Property more than once per quarter. The right of entry may be exercised for the following purposes:

10.2.2 To inspect, view, monitor, test, plot, measure, document, and photograph (still and motion) the Property, including all improvements, Structures, utilities, roads, etc. located thereon, i) for monitoring purposes, ii) to determine if there is compliance with the covenants, terms, conditions, restrictions and Purposes of this Conservation Easement, iii) for gathering information to respond to a request from Landowner, iv) to evaluate and document uses or activities for which Landowner has received Holder's approval, v) to determine if Landowner is complying with Holder's request(s) to remedy, abate, or cure a violation of this Conservation Easement; and

10.2.3 To obtain evidence for the purpose of seeking judicial enforcement of this Conservation Easement;

10.2.4 To enforce the terms of this Conservation Easement;

10.2.5 To take any and all actions with respect to the Property as may be necessary or appropriate, with or without order of court, to remedy or abate violations hereof;

10.2.6 To engage in affirmative acts or obligations required by the terms of this Conservation Easement;

10.2.7 To update or expand the Holder's records and documentation of the Property, including but not limited to creating updated Baseline Documentation Reports or current conditions reports, taking photographs or video recordings, conducting structure inventories, or boundary marking (such as described in Section 9.4);

10.2.8 To attend an annual meeting with Landowner for annual monitoring as described in Section 10.3;

The foregoing provisions of Section 10.2 shall not relieve Landowners from any obligations to comply with the terms of this Conservation Easement or waive any of Holder's rights or remedies to enforce this Conservation Easement against any violation.

10.2.9 Holder agrees that entry shall be done in a manner that will not interfere unreasonably with Landowner's permitted uses of the Property.

10.2.10 Holder has the right to enter onto the Property free of any impediments that will unreasonably interfere with Holder's rights under this Conservation Easement, including but not limited to the following:

(1) In the event Landowner elects to maintain gated, fenced and/or locked access to and through the Property, a security system, electrical fencing, or other structure or device that might pose a threat or menace to the safety of Holder, or limit Holder's access to all or portions of the Property, Landowner shall provide Holder with notice of such structures or devices pursuant to the notice provisions of Section 10.2, and shall provide Holder with all the necessary security codes, keys, combinations or other means of access to the Property.

(2) In the event there are animals such as domesticated pets or farm animals on the Property that pose a threat or menace to the safety of Holder, or limit Holder's access to all or portions of the Property, Landowner shall notify the Holder, pursuant to the notice provisions of Section 10.1, that such animals are on the Property, and shall restrain or remove such animals when Holder enters upon the Property with notice.

10.2.11 This right of entry shall include the right to access the Property's airspace for remote monitoring and the right to access over the Property, and roads owned by Landowner and any rights-of-way or other access ways now or hereafter available to Landowner for access to the Property.

10.2.12 Holder agrees to provide 48 hours advance notice to Landowner prior to entering the Property, except in any instance where:

10.2.12.1 Holder does not have the name(s) and contact information for any or all of the legal owner(s) of the Property or of the lessees or parties in possession of the Property; or

10.2.12.2 Immediate entry is necessary or desirable to prevent, terminate, or mitigate damage to, or the destruction of, the Conservation Values, or to investigate a possible or an actual violation, or to prevent, terminate or mitigate a violation of the terms of this Conservation Easement.

### 10.3 Extinguishment

If circumstances arise in the future which render the Purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of any proceeds to which Holder shall be entitled, after the satisfaction of prior claims, shall be determined in accordance with New York State law at the time.

#### 10.4 Merger

Landowner and Holder agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Property.

### **11. TRANSFER OF PROPERTY**

11.1 Landowner agrees that a reference to this Conservation Easement shall be inserted by Landowner in any subsequent deed or other legal instrument by which Landowner divests either the fee simple title or possessory interest in the Property, including without limitation a leasehold or mortgage interest. Any deed or other instrument evidencing or effecting such conveyance shall contain a notice of the encumbrance of this Conservation Easement substantially as follows:

"This {conveyance, lease, mortgage, easement, etc.} is subject to a Conservation Easement, which runs with the land, and which was granted to The Mohawk Hudson Land Conservancy, by instrument dated \_\_\_\_\_ and recorded in the office of the Clerk of Albany County as instrument \_\_\_\_\_.

Landowner further agrees to notify Holder of any pending transfer of title or any possessory interest for a term greater than one (1) year, at least thirty (30) days in advance of transfer and to provide Holder with a copy of any legal instrument affecting such transfer within thirty (30) days following its execution.

The failure of Landowner to comply with this Section shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Any successor in interest of Landowner, by acceptance of a deed or other document purporting to convey an interest in the Property, shall be deemed to have consented to, reaffirmed and agreed to be bound by all of the terms, covenants, restrictions and conditions of this Conservation Easement.

#### 11.1 Transfer of Development Rights

No development rights in and to the Property, or any part thereof which have been encumbered or extinguished by this Conservation Easement shall be transferred to any location outside the Property, whether pursuant to a cluster development plan or any other agreement or plan for transferable development rights, provided, however, that development rights resulting from the destruction or demolition of any Existing or other permitted building on the Property may be transferred to other land or property upon the prior written consent of Holder.

#### 11.2 Condemnation

If the Conservation Easement is taken, in whole or in part, by exercise of the power of eminent domain, Holder shall be entitled to compensation in accordance with applicable law. Upon learning of government efforts to condemn the Conservation Easement, in whole or part, the Landowner and Holder agree to cooperate to preserve the conservation purposes of this Conservation Easement by any legal means available.

#### 11.3 Interpretation

This instrument is intended to create a "qualified real property interest" for "conservation purposes," as defined in Section 170(h) of the Internal Revenue Code and shall be

interpreted consistently with such intention. In the event any provision has been omitted from this instrument necessary to qualify the interest hereby granted as such a "qualified real property interest" for "conservation purposes," such provision shall be deemed incorporated herein to the extent necessary to cause the interest hereby granted to be so qualified.

11.4 Subordination of Prior Mortgage or Lien

The Landowner covenants, represents and warrants that Landowner is the sole owner and is seized of the Property in fee simple and has good right to grant and convey this Easement; that the Property is free and clear of any and all encumbrances, including but not limited to, any mortgages or deeds of trust not subordinated to this Conservation Easement.

IN WITNESS WHEREOF, the parties have executed this instrument as of this 17th day of December 2021.

Landowner: CAREY INSTITUTE FOR GLOBAL GOOD, INC.

\_\_\_\_\_  
By: Gareth Crawford, President

STATE OF NEW YORK  
COUNTY OF ALBANY, ss.:

On the \_\_\_ day of \_\_\_\_\_ in the year 2021, before me, the undersigned, personally appeared GARETH CRAWFORD personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.

\_\_\_\_\_  
Notary Public

The W.P Carey Foundation hereby joins in the granting of the foregoing Conservation Easement.

THE W.P. CAREY FOUNDATION

\_\_\_\_\_  
By:

STATE OF NEW YORK  
COUNTY OF \_\_\_\_\_, ss.:

On the \_\_\_ day of \_\_\_\_\_ in the year 2021, before me, the undersigned, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.

\_\_\_\_\_  
Notary Public

Holder:  
MOHAWK HUDSON LAND CONSERVANCY, INC

By: \_\_\_\_\_  
Mark King, Executive Director

STATE OF NEW YORK  
COUNTY OF ALBANY, ss.:

On the \_\_\_ day of \_\_\_\_\_ in the year 2021, before me, the undersigned, personally appeared MARK KING personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**DESCRIPTION OF PROPERTY**

{legal metes-and-bounds description}

## EXHIBIT A TO DEED

### Legal Description

All that certain tract, piece, or parcel of land, situate in the Town Rensselaerville, County of Albany, State of New York, lying Westerly of New York State Route 85, Delaware Turnpike, Part 5 (S.H. No. 199) and Easterly and Northeasterly of Pond Hill Road, and being more particularly bounded and described as follows:

BEGINNING at a point on the Easterly road boundary of Pond Hill Road at its point of intersection with the division line between the lands now or formerly of The Institute on Man and Science as described in Book 1833 of Deeds at Page 174 and Book 1976 of Deeds at Page 379 on the Northwest and the lands now or formerly of Alfred R. Heath and Barbara C. Heath as described in Book 2177 Deeds at Page 223 as shown on a map entitled "Proposed Subdivision Of Lands Of Alfred R. Heath And Barbara C. Heath," prepared by C.T. Male Associates, P.C., dated December 12, 1989, last revised January 10, 1990 and filed in the Albany County Clerk's Office on April 3, 1990 in Drawer 172 as Map No. 9100 on the Southeast and runs thence from said point of beginning along said Easterly road boundary of Pond Hill Road North 07 deg. 10 min. 15 sec. West 110.00 feet to its point of intersection with the Northeasterly road boundary of Pond Hill Road; thence along said Northeasterly road boundary the following eleven (11) courses: 1) North 58 deg. 02 min. 56 sec. West 300.00 feet to a point; 2) North 53 deg. 18 min. 32 sec. West 538.00 feet to a point; 3) North 52 deg. 04 min. 25 sec. West 365.00 feet to a point; 4) North 56 deg. 18 min. 38 sec. West 275.00 feet to a point of curvature; 5) in a Northwesterly direction along a curve to the right having a radius of 500.00 feet, an arc length of 155.00 feet and a chord bearing of North 47 deg. 25 min. 47 sec. West 154.38 feet to a point of tangency; 6) North 38 deg. 32 min. 56 sec. West 110.00 feet to a point; 7) North 30 deg. 42 min. 41 sec. West 100.00 feet to a point; 8) North 28 deg. 00 min. 35 sec. West 200.00 feet to a point; 9) North 29 deg. 37 min. 40 sec. West 430.00 feet to a point of curvature; 10) in a Northwesterly direction along a curve to the left having a radius of 1,000.00 feet, an arc length of 150.00 feet and a chord bearing of North 33 deg. 55 min. 30 sec. West 149.86 feet to a point of tangency; and 11) North 38 deg. 13 min. 20 sec. West 149.45 feet to its point of intersection with the division line between the said lands now or formerly of The Institute on Man and Science on the South and the lands now or formerly of The Edmund Niles Huyck Preserve, Inc. as described in Book 1978 of Deeds at Page 483 on the North; thence North 81 deg. 00 min. 20 sec. East along the last mentioned division line 1,221.11 feet to its point of intersection with the division line between the said lands now or formerly of The Institute on Man and Science on the West and the lands now or formerly of Andrew A. Rooney as described in Book 2923 of Deeds at Page 634 on the East; thence South 00 deg. 37 min. 15 sec. West along the last mentioned division line 556.80 feet to its point of intersection with the division line between the said lands now or formerly of The Institute on Man and Science on the North and the said lands now or formerly of Andrew A. Rooney on the South; thence North 89 deg. 22 min. 45 sec. West along the last mentioned division line 68.00 feet to its point of intersection with the division line between the said lands now or formerly of The Institute on Man and Science on the West and the said lands now or formerly of Andrew A. Rooney on the East; thence South 10 deg. 12 min. 45 sec. East along the last mentioned division

line 361.80 feet to its point of intersection with the division line between the said lands now or formerly of The Institute on Man and Science on the South and the said lands now or formerly of Andrew A. Rooney on the North; thence North 86 deg. 50 min. 15 sec. East along the last mentioned division line 189.70 feet to its point of intersection with the division line between the said lands now or formerly of The Institute on Man and Science on the East and the said lands now or formerly of Andrew A. Rooney on the West; thence along the last mentioned division line the following four (4) courses: 1) North 05 deg. 40 min. 15 sec. East 292.00 feet to a point; 2) North 14 deg. 30 min. 15 sec. East 159.60 feet to a point; 3) North 01 deg. 39 min. 15 sec. East 124.10 feet to a point; and 4) North 16 deg. 38 min. 15 sec. East 107.00 feet to its point of intersection with the division line between the said lands now or formerly of The Institute on Man and Science on the Southeast and the said lands now or formerly of Andrew A. Rooney on the Northwest; thence North 64 deg. 02 min. 15 sec. East along the last mentioned division line 84.90 feet to its point of intersection with the division line between the said lands now or formerly of The Institute on Man and Science on the East and the said lands now or formerly of Andrew A. Rooney on the West; thence along the last mentioned division line the following two (2) courses: 1) North 00 deg. 17 min. 15 sec. East 79.80 feet to a point; and 2) North 09 deg. 37 min. 45 sec. West 190.00 feet to its point of intersection with the division line between the said lands now or formerly of The Institute on Man and Science on the South and the lands now or formerly of The Edmund Niles Huyck Preserve, Inc., formerly lands of Edmund N. Huyck as described in Book 505 of Deeds at Page 460 on the North; thence along the last mentioned division line the following four (4) courses: 1) North 77 deg. 13 min. 40 sec. East 160.00 feet to a point; 2) North 81 deg. 55 min. 44 sec. East 200.00 feet to a point; 3) North 80 deg. 08 min. 13 sec. East 413.00 feet to a point; and 4) North 77 deg. 11 min. 53 sec. East 144.24 feet to its point of intersection with the Westerly highway boundary of New York State Route 85, Delaware Turnpike, Part 5 (S.H. No. 199); thence along said Westerly highway boundary as established as a 3-rod right-of-way the following five (5) courses: 1) in a Southerly direction along a curve to the left having a radius of 724.75 feet, an arc length of 185.82 feet and a chord bearing of South 00 deg. 18 min. 16 sec. East 185.31 feet to a point of tangency; 2) South 07 deg. 38 min. 58 sec. East 211.78 feet to a point of curvature; 3) in a Southerly direction along a curve to the left having a radius of 4,024.75 feet, an arc length of 180.09 feet and a chord bearing of South 08 deg. 55 min. 53 sec. East 180.07 feet to a point of tangency; 4) South 10 deg. 12 min. 47 sec. East 315.03 feet to a point; and 5) South 10 deg. 22 min. 21 sec. East 90.74 feet to its point of intersection with the Westerly 1928 highway boundary of New York State Route 85, Delaware Turnpike, Part 5 (S.H. No. 199); thence along the Westerly and Southwesterly 1928 highway boundary of New York State Route 85, Delaware Turnpike, Part 5 (S.H. No. 199) as shown on a map entitled "State Of New York Department Of Public Works Division Of Highways Lands To Be Provided For The Reconstruction Of The Delaware Turnpike Section 5 County Highway No. 199, Albany County, New York From E.N. Huyck Reputed Owner Map No. 26," dated February 13, 1928 and filed in the Office of the New York State Department of Transportation Region 1 Headquarters the following two (2) courses: 1) South 09 deg. 49 min. 08 sec. East 813.00 feet to a point; and 2) South 33 deg. 36 min. 30 sec. East 18.21 feet to its point of intersection with the Westerly highway boundary of New York State Route 85, Delaware Turnpike, Part 5 (S.H. No. 199) as established as a 3-rod right-of-way; thence along said Westerly highway boundary the following three (3) courses: 1) South 10 deg. 16 min. 52 sec. East 280.19 feet to a point; 2) South 13 deg. 12 min. 22 sec. East 201.23 feet to a point; and 3) South 15 deg. 47 min. 27 sec. East 234.80 feet to its point of intersection with the division line between the said lands now or



formerly of The Institute on Man and Science on the Northwest and the lands now or formerly of The Rensselaerville Volunteer Fire Company, Inc. as described in Book 2096 of Deeds at Page 486 on the Southeast; thence South 65 deg. 45 min. 05 sec. West along the last mentioned division line 130.04 feet to its point of intersection with the division line between the said lands now or formerly of The Institute on Man and Science on the West and the said lands now or formerly of The Rensselaerville Volunteer Fire Company, Inc. on the East; thence South 04 deg. 55 min. 30 sec. East along the last mentioned division line 257.63 feet to its point of intersection with the division line between the said lands now or formerly of The Institute on Man and Science on the South and the said lands now or formerly of The Rensselaerville Volunteer Fire Company, Inc. on the North; thence North 79 deg. 49 min. 55 sec. East along the last mentioned division line 83.44 feet to its point of intersection with the division line between the said lands now or formerly of The Institute on Man and Science on the West and the lands now or formerly of John Arrighi and Sharon Costello as described in Book 2965 of Deeds at Page 819 on the East; thence South 13 deg. 09 min. 16 sec. East along the last mentioned division line 108.61 feet to its point of intersection with the division line between the said lands now or formerly of The Institute on Man and Science on the North and other lands now or formerly of John Arrighi and Sharon Costello as described in Book 2748 of Deeds at Page 228 on the South; thence South 80 deg. 14 min. 19 sec. West along the last mentioned division line 157.62 feet to its point of intersection with the division line between the said lands now or formerly of The Institute on Man and Science on the East and the said lands now or formerly of Alfred R. Heath and Barbara C. Heath as described in Book 2177 of Deeds at Page 223 on the West; thence North 15 deg. 34 min. 46 sec. West along the last mentioned division line 27.90 feet to its point of intersection with the division line between the said lands now or formerly of The Institute on Man and Science on the North and the said lands now or formerly of Alfred R. Heath and Barbara C. Heath on the South; thence South 85 deg. 48 min. 14 sec. West along the last mentioned division line 14.70 feet to its point of intersection with the division line between the said lands now or formerly of The Institute on Man and Science on the East and the said lands now or formerly of Alfred R. Heath and Barbara C. Heath on the West; thence North 16 deg. 08 min. 46 sec. West along the last mentioned division line 110.50 feet to its point of intersection with the division line between the said lands now or formerly of The Institute on Man and Science on the South and the said lands now or formerly of Alfred R. Heath and Barbara C. Heath on the North; thence North 80 deg. 30 min. 14 sec. East along the last mentioned division line 54.10 feet to its point of intersection with the division line between the said lands now or formerly of The Institute on Man and Science on the East and the said lands now or formerly of Alfred R. Heath and Barbara C. Heath on the West; thence North 04 deg. 57 min. 46 sec. West along the last mentioned division line 212.60 feet to its point of intersection with the division line between the said lands now or formerly of The Institute on Man and Science on the North and the said lands now or formerly of Alfred R. Heath and Barbara C. Heath on the South; thence South 80 deg. 11 min. 14 sec. West along the last mentioned division line 148.20 feet to its point of intersection with the division line between the said lands now or formerly of The Institute on Man and Science on the East and the said lands now or formerly of Alfred R. Heath and Barbara C. Heath on the West; thence North 05 deg. 28 min. 46 sec. West along the last mentioned division line 438.30 feet to its point of intersection with the division line between the said lands now or formerly of The Institute on Man and Science on the North and the said lands now or formerly of Alfred R. Heath and Barbara C. Heath on the South; thence South 80 deg. 10 min. 14 sec. West along the last mentioned division line 388.90 feet to its point of intersection with the above first mentioned

division line; thence along said above first mentioned division line South 39 deg. 40 min. 14 sec. West 324.08 feet to the point or place of beginning and containing 88.73 acres of land, more or less.

**EXHIBIT B**  
**CONSERVATION EASEMENT MAP**



MOHAWK HUDSON  
LAND CONSERVANCY




### Exhibit B Carey Institute Conservation Easement Map

-  Acceptable Development Area (± 20 acres)
-  Active Area (± 16 acres)
-  Resource Protection Area (± 52 acres)
-  Carey Institute (± 88 acres)



0 0.035 0.07 0.14 Miles



333

**EXHIBIT B1**  
**SCHEDULE OF BUILDINGS AND SQUARE FOOTAGE**

## Exhibit B1 - Schedule of Commercial Structures

Building Name/ID	Stories/Basement	Use	# Rental Rooms	Existing Sq.ft. GBA*	GBA Calculation Comments
Straus Building	3-Story on slab	Rental Rooms/Meeting Space	27	13,196	On slab
Ford Building	2-Story over full unf bsmt	Rental Rooms/Gathering Space	10	4,539	Basement not included in GBA
Restaurant	1-Story over full unfinished basement	Restaurant/Banquet Center/Bar	0	4,133	Basement not included in GBA
Main Office/Conference Center	1 & part 2-Story over full unfinished basement	Office/Conference Center	0	8,829	Basement not included in GBA
Brewery	1-Story over full finish basement	Brewery/Laundry for Rooms	0	2,588	Finished basement is included in GBA
Cottage	1-Story over crawl space	Rental Rooms	2	848	Crawl space not included in GBA
Maintenance Barn	1-Story over unfinished basement w/loft	Maintenance Barn	0	2,460	Basement & loft not included in GBA
3-Sided Garage	1-Story open ended building	Maintenance Garage	0	1,056	No basement or foundation
Total:			39	37,649	

**EXHIBIT B2**  
**SCHEDULE OF RESIDENTIAL STRUCTURES**

**Exhibit B2 - Schedule of Residential Structures/Estate Houses**

<b>Building Name/ID</b>	<b>Stories/Basement</b>	<b>Use</b>	<b># Rental Rooms</b>	<b>Existing Sq Footage GBA</b>	<b>Additional 1,000 Sq Ft</b>	<b>Final Allowed Sq Ft After Improvements</b>	<b>GBA Comments</b>
Stonecrop	2-Stories over full unfinished basement	Rental Rooms/Gathering Space	7	6,634	1,000	7,634	Basement not included in GBA
Huyck House	2-Story over full unfinished basement	Rental Rooms/Gathering Space	6	5,083	1,000	6,083	Basement not included in GBA
President's House (AKA Lake House)	1-Story over garage/unfinished basement	Administrative House	0	1,812	1,000	2,812	Basement not included in GBA
		<b>Total:</b>	13	13,529	3,000	16,529	



## **EXHIBIT C**

### **DEFINITIONS**

When used in this Conservation Easement, the following terms are defined as:

#### **Acceptable Development Area:**

Shall be defined as the area(s) depicted in Exhibit B. This property delineation is the most flexible for development and outlines the amount of and type of development allowed within this area of the Property. Permanent Residential Structures and appurtenances are only allowed in this area on the Property and support the Conservation Purpose of limited development within an open space.

**Accessory structure** means a structure which is: 1) detached from and clearly incidental and subordinate to the principal use of or structure on a lot, 2) located on the same lot as the principal structure or use, and 3) clearly and customarily related to the principal structure or use. For residential uses these include, but may not be limited to garages, barns, garden and tool sheds, playhouses, pools, tennis courts, and pool houses.

#### **Active Area:**

Shall be defined as the area(s) depicted in Exhibit B. No permanent structures are allowed in this area on the Property.

#### **Administrative Offices:**

Shall be defined as offices for the management and operation of for-profit or not-for-profit entities that do not include (i) manufacturing, (ii) industrial operations or (iii) research and development and laboratory activities involving the use of hazardous substances, including biologic materials.

#### **Baseline Documentation Report:**

The Baseline Documentation Report is a document including photographs, maps and Conservation Easement Map, Exhibit B, that describes the condition of the Property and Conservation Values at the time of grant of the Conservation Easement. The document has been prepared and subscribed by both parties and a copy thereof is on file with Landowner and Holder and includes Certification and Acknowledgement of Baseline Documentation by the Landowner and Holder to verify the accuracy of the document.

**Certified Forester:** A Certified Forester is an individual who has earned a degree at the Baccalaureate or Master's level from a Society of American Forester-accredited (SAF) degree program; or has gained SAF certification per the guidelines outlined by the Society of American Foresters.

#### **Commercial Use:**

Use involving the sale or rental of or payment for the distribution or use of goods, services or commodities, either retail or wholesale, including payment for Open Space Recreational activities.

#### **ECL:**

New York State Environmental Conservation Law.

#### **Environmental Laws:**

Any and all Federal, state, local, or administrative agency statutes, regulations, rules, codes, ordinances or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) regarding air, water, solid waste, Hazardous Materials (as defined below), worker and community right-to-know, hazard communication, radioactive material, resource protection, Wetlands and watercourses, health protection and similar environmental health, safety, building and land use laws and regulations as may now or at any time hereafter be in effect.

**Existing:**

Shall mean in existence as of the date of this Conservation Easement and as shown on the Baseline Documentation Report referenced hereinafter and certified and acknowledged by Landowner.

**Forest Management Plan:**

Shall be defined as a document prepared to guide the forest management activities on the Property. This plan must be prepared by a Certified Forester.

**Hazardous Materials:**

Means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment. The term "Hazardous Materials" shall also include related materials defined in the CERCLA (42 USC 9601 et seq.), and the Hazardous Materials Transportation Act (49 USC section 6901 et seq.), and in the regulations adopted and publications promulgated pursuant to them, and any other applicable federal, state, or local laws, ordinances, rules, or regulations now in effect or enacted after this date.

**Holder:**

Shall mean the original Holder and its successors and assigns.

**Hospitality Industry:**

Shall mean lodging, food and beverage, and event services, and ancillary activities expressly permitted by the Conservation Easement.

**Invasive Species:**

Shall mean those plant and animal species listed as "invasive" by The Nature Conservancy, the United States Department of Agriculture, New York State Department of Environmental Conservation, or The New York State Office of Parks, Recreation and Historic Preservation.

**Landowner:**

Shall mean the original Landowner, its heirs, successors and assigns, all future owners of any legal or equitable interest in all or any portion of the Property, and any party entitled to the possession or use of all or any part thereof. "Landowner" includes the original Landowner, their heirs, successors and assigns, all future owners of all or any portion of the Property, and any party entitled to possession or use thereof.

**Mineral Resource(s):**

As currently defined or used in Articles 22 and 23 of the ECL and regulations promulgated pursuant to such laws; and such definition shall include oil and gas commodities; solution and solution mining; and all manner of minerals in the ground.

**Mining:**

The extraction or removal of Mineral Resources from the ground or breaking the surface soil in order to facilitate or accomplish the extraction or removal of such Mineral Resources for commercial or industrial use.

**Motorized Vehicle:**

Passenger and non-passenger motorized vehicles powered by an engine, motor, or any mechanized means other than human or animal power, including those vehicles manufactured for use on or off public roads and highways. The definition of Motorized Vehicle shall not include bicycles or other similar modes of transport or recreation that rely on human muscle power for propulsion.

Types of Motor Vehicles further defined herein include: All-terrain Vehicles and Motorized Recreational Vehicles.

**Natural Area(s):**

Areas allowed to exist in a natural condition by allowing physical and biological processes to operate, usually without direct human intervention, structures or paved roads.

**Natural Cover:**

Land cover refers to the habitat or vegetation type present, such as forest, agriculture, and grassland. Natural cover is a type of land cover and refers to those cover types that are not anthropogenic (of, relating to, or resulting from the influences of human beings on nature), such as forest, Wetlands, ponds, and lakes.

**Professional Offices:**

Shall be defined as offices for any licensed professional activity, e.g., offices for physicians, attorneys, accountants, architects, surveyors, engineers, etc. and their staff.

**Residential Structure(s):**

A Structure such as a cabin, house, or cottage generally constructed and maintained for the purpose of human habitation and used for residential use, together with any attached accessory improvements, whether or not the structures are used as the primary residence of a Property owner and/or operator.

**Residential Use:**

Use for primarily residential purposes.

**Resource Protection Area:**

Shall be defined as the area(s) depicted in Exhibit B, which contain unique or special features and natural resources including, but not limited to streams, wetlands, wildlife habitat or steep slopes and their supporting buffer lands. This is the most restrictive area on the Property, designed to protect natural resources and special features of the Property as listed in this Conservation Easement.

**Sound Forest Management Practices:**

Is defined as generally-accepted forest management practices that shall not result in significant soil erosion or significant degradation of the forest ecosystem and/or Wetlands. This includes adherence to *New York State Forestry Best Management Practices for Water Quality*, as outlined in the 2011 BMP Field Guide, or successive editions.

**Structure(s):**

Any building, facility, edifice, or human-made improvement of any kind or nature, above or below the ground, including but not limited to a Residence, commercial or industrial building, tower, mobile home, parking lot, bridge, dock, utility, pavilion, fence, gate, sign, billboard or other advertising material, outhouse and other sanitary facility, shed, swimming pool, tennis court, bunkhouse, lean-to, camp, rip-rap, boat rack.

**Structures and Improvements for Forest Management Activities:**

Shall mean normal and customary structures or improvements used for forest management activities and on-farm production of wood products, preparation, and storage for personal, non-commercial purposes or for commercial purposes. Forest Management Structures and Improvements include, but are not limited to, Structures for wood storage, wood shop, sugaring house and sap extracting infrastructure, and other similar facilities related to forest management activities.

**Temporary Structures:**

Shall mean a structure not containing a foundation or other permanent components (including footings) and shall not significantly disturb the soil profile in a way that could significantly impair, impact or interfere with the allowed uses of the Property during or after their construction. Temporary Structures shall be located 100 feet from any stream or other water body.

**Trail(s):**

A route not wider or broader than six (6) feet, including structures associated with drainage, safety, construction and maintenance. The width of the route surface is measured; width does not include associated drainage ditches, etc. The surface is dirt or other unimproved surface, and it is designed and used solely for forest management purposes, recreational use activities or similar, and not intended for use by the general public, and is simply constructed by grading, filling and/or corduroying, without extensive finish or maintenance work.

**Water Rights:**

Shall mean real property interest in the use of surface water, subsurface water or use of adjacent waterbodies that exist on the Property including but not limited to: water and water rights, ditches and ditch rights, springs and spring rights, reservoir and storage rights, wells and groundwater

rights, and other rights in and to the use of water historically used on or otherwise appurtenant to the Easement Area