

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT, made this ____ day of ___, 2003 by and between The Town of Woodstock, Ulster County, New York, having an office at 45 Comeau Drive, Woodstock, New York, (hereinafter 'Grantor') and the Woodstock Land Conservancy, Inc., a New York Not-for-Profit corporation with a mailing address of P.O. Box 864, Woodstock, New York 12498, (hereinafter the 'Grantee')

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property consisting of approximately seventy six (76) acres (hereinafter the 'Property') located on the South side of State Highway # 212, in the Town of Woodstock, Ulster County, State of New York, described in Exhibit A annexed hereto and made a part hereof and depicted on the Survey map prepared for Grantor, filed in the Office of the Clerk of Ulster County on***,2003 as map number ***, and as shown on the Tax Map of the Town of Woodstock as Parcel Number 27.13-1-13.100 ; and

WHEREAS, Grantor wishes to grant a Conservation Easement on the Property so that a portion of the Property (hereinafter referred to as the 'Open Area'), comprising approximately *** acres of the Property, more fully described and shown on Schedule B attached hereto and made a part hereof) shall remain in its open, undeveloped, and scenic state and a portion of the Property (hereinafter referred to as the 'Forest Area'), comprising approximately ***acres, more fully described and shown on Schedule B attached hereto, shall remain in its natural forested state, and the remainder of the Property (Referred to on the Survey map as the 'Government Areas" and described and shown on Schedule C attached hereto), hereinafter referred to as the 'Government Areas", comprising three parcels hereinafter referred to as Government Areas A (approximately one acre surrounding the present Town offices), B (approximately two acres near the foot of the present access road, and C (the area containing the building now housing the Woodstock Historical Society), more fully described in SCHEDULE C attached hereto and made a part hereof), may be further developed with limited structures and improvements as provided herein; and

WHEREAS, portions of the Property (the Government Areas) are used for Town government purposes including offices for the Town Supervisor, Assessor, Planning Board, Town Clerk, Building Inspector, Zoning Board of Appeals, Environmental Commission and Commission for Civic Design, and facilities for the Town Maintenance Department; and

WHEREAS, the Property has been used for many years by the public for recreation such as (but not limited to) hiking, soccer and sledding and for civic and cultural purposes such as (but not limited to) outdoor theater and the Historical Society of Woodstock; and

WHEREAS, the Property has approximately 681 feet of road frontage on State Highway #212 which offers the public significant scenic vistas from a public highway of the subject property; and

WHEREAS, the Property offers the public significant scenic vistas of open land from the public highway not only of the subject property but across the subject property to wooded mountains to the south and from the Property to wooded mountains to the north; and

WHEREAS, the Property has approximately 3400 feet of frontage on the Sawkill Creek; and

WHEREAS, the Property or portions of the Property are over the aquifer that provides water for the Town's water supply system, and

WHEREAS, the Property in its present scenic, and open space condition has substantial and significant value as an aesthetic, recreational and natural resource by reason of the fact that it has not been subject to any extensive development; and

WHEREAS, the Property contains significant wildlife habitat for such species as the Eastern Bluebird, and

WHEREAS, Grantor and Grantee recognize the value and special character of the area of the Town of Woodstock in which the Property is located, and Grantor and Grantee have, in common, the purpose and objective of protecting and conserving the inherent, tangible and intangible values of the Property as an aesthetic, natural, scenic and recreational resource; and

WHEREAS, Grantor and Grantee have determined it to be desirable and beneficial to grant a Conservation Easement to Grantee in order to restrict the development of the Property while permitting compatible uses thereof;

NOW THEREFORE:

0.01 Grantor's Warranty

Grantor warrants and represents to the Grantee that Grantor is the owner of the Property described in Exhibit A, free of any mortgages or liens and possesses the right to grant this easement.

0.02 Grantees' Status

Grantee warrants and represents to Grantor that Grantee is a qualified not-for-profit charitable organization under Section 170(h)(3) of the Internal Revenue Code of 1986, (hereinafter called

‘the Code’), and incorporated under the Not-For-Profit Corporation Law of New York State for the purpose, *inter alia*, of conserving and preserving the unique environmental, scenic and open space values of lands.

0.03 Purpose

The parties recognize the environmental, natural, scenic, open space, and recreational values of the Property and have the common purpose of preserving these values. This Deed is intended to convey a Conservation Easement on the Property by Grantor to Grantee, exclusively for the purpose of preserving its open space character in perpetuity for its environmental, scenic, recreational, and natural values, by preventing the use or development of the Property for any purpose or in any manner contrary to the provisions hereof, in furtherance of federal, New York State and local conservation policies.

0.04 Government Recognition and Approval

New York State has recognized the importance of efforts to preserve land in a scenic, natural and open condition through conservation restrictions by enactment of Environmental Conservation Law, Article 49-0301, et. seq. The execution of this easement has been authorized and approved by Grantor at a duly constituted meeting of the Town Board held on September 16, 2003, subject to a permissive referendum.

0.05 Grantee § Warranty

Grantee warrants and represents that it possesses the intent and ability to enforce the terms of this Conservation Easement on the Property, and that the Property satisfies the criteria adopted by Grantee relating to the quality and characteristics of land that should be protected and used as provided by this Conservation Easement, as determined by the Board of Directors of Grantee at a duly constituted meeting of that Board on **** 2003.

0.06 Documentation

Grantee acknowledges by acceptance of this Easement that the present uses of the Property are compatible with the purposes of this Easement. Grantor has made available to Grantee sufficient documentation to establish the condition of the Property at the time of this Easement. In order to aid in identifying and documenting the present condition of the Property § natural, watershed, scenic, recreational governmental and aesthetic resources and otherwise to aid in identifying and documenting the Property § open space values as of the date hereof, to assist Grantor and Grantee with monitoring the uses and activities on the Property and ensuring compliance with the terms hereof, Grantee has prepared, with Grantor § cooperation, an inventory of the Property § relevant features and conditions (the ‘Baseline Documentation’). This Baseline Documentation includes, but need not be limited to, a Survey of the Property, photographs of the Property, a topographical map, a description of existing land uses, features, and structures, and an

acknowledgment page signed by Grantor and Grantee which verifies that the Baseline Documentation report accurately represents the condition of the Property at the time of the easement. Grantor and Grantee acknowledge and agree that in the event a controversy arises with respect to the nature and extent of the Grantor's uses of the Property or its physical condition as of the date hereof, the parties shall not be foreclosed from utilizing any other relevant or material documents, surveys, reports, photographs, or other evidence to assist in the resolution of the controversy.

0.07 Recitation

In consideration of the previously recited facts, mutual promises, undertakings and forbearances contained in this Easement, the parties agree upon its provisions, intending to be bound by it.

ARTICLE ONE

THE EASEMENT

1.01 Type

This instrument conveys a Conservation Easement (herein called the "Easement"). This Easement shall consist of the covenants, restrictions, rights, terms, and conditions recited herein. Reference to this "Easement" or its "provisions" shall include any and all of those covenants, restrictions, rights, terms and conditions.

1.02 Duration

This Easement shall be a burden upon and run with the Property in perpetuity.

1.03 Effect

This Easement shall run with the Property as an incorporeal interest in the Property, and shall extend to and be binding upon Grantor, Grantor's agents, tenants, occupants, heirs, personal representatives, successors and assigns and all other individuals and entities. The word "Grantor" when used herein shall include all of those persons or entities. Any rights, obligations, and interests herein granted to Grantee shall also be deemed granted to each and every one of its subsequent agents, successors, and assigns, and the word "Grantee" when used herein shall include all of those persons or entities.

ARTICLE TWO

Grantor hereby grants, releases and conveys to Grantee, this Easement, in perpetuity, together with all rights to enforce it. Grantee hereby accepts this Easement in perpetuity, and undertakes to enforce it against Grantor.

ARTICLE THREE **PROHIBITED ACTS**

From and after the date of this Easement, the following acts, uses and practices shall be prohibited forever upon or within the Property:

3.01 Structures

Except as provided in Section 4.06 and this paragraph, the construction or placement of residential, commercial, industrial or other buildings, structures, or improvements of any kind or nature (including, but not limited to mobile homes, roads and parking areas), permanent or temporary, on, over, or under the Property, shall be prohibited. Existing roads, parking areas, structures and drainage facilities on the Property may be improved and maintained in their current location. If needed in the future, water wells may be drilled.

A new road to provide access to permitted structures and activities may be constructed if necessary to comply with Federal, State and County legal requirements. Such road, if constructed, must be located and constructed so as to minimize the impact on the Open and Forest areas and, to the extent feasible, avoid conflict with the purposes of this Easement. The exact location and specifications shall be subject to prior written approval of Grantee, which approval shall not unreasonably be withheld or delayed.

Structures and improvements, including, but not limited to, buildings, driveways, roads, and parking areas as permitted in this Easement, may not be made or erected on, over, or under the Property without prior written notice to the Grantee.

No fence shall be erected within sight of Route 212.

3.02 Excavation and Removal of Materials; Mining

The excavating or filling of the Property, (except as may be necessary to construct and maintain permitted structures and improvements including the additional access road referenced in ¶ 3.01 on the Property), shall be prohibited. Mineral exploitation, and extraction by any method, surface or subsurface, is prohibited. The removal of topsoil, sand, or other materials shall not take place, nor shall the topography of the Property be changed except to construct and maintain the permitted structures and improvements on the Property and for purposes of erosion control and soil management.

3.03 Subdivision

The Property may not be divided, partitioned or otherwise converted into separate parcels.

3.04 Dumping

The dumping, burying, storage or accumulation of waste, sewage, vehicles or appliances or unsightly or offensive materials including, but not limited to trash, garbage, sawdust, ashes, or chemical waste on the Property shall be prohibited except (i) appropriate routine storage of garbage and wastes from permitted uses of the Property pending transport for proper disposal, (ii) garbage and wastes which flow into proper septic or other appropriate waste disposal systems including composting systems for organic biodegradable wastes produced on the Property, (iii) the storage of vehicles and equipment as necessary for permitted uses of the Property, and (iv) biodegradable materials (including but not limited to sawdust and ashes) generated, utilized or processed on the Property to further the permitted uses of the Property while maintaining the conservation purposes described herein and (v) the spreading of de-icing materials for maintaining road safety in inclement weather. The de-icing materials stored on the Property shall only be for use in keeping the sidewalks and walkways on the Property free of snow and ice.

3.05 Signs and Lighting

The display of signs, billboards, or advertisements shall be prohibited, except signs whose placement, number, and design do not significantly diminish the scenic character of the Property and are related to the use of the Property. Signs shall be subject to any governmental regulatory requirements. Lighting on signs or stages must be focused downward on the sign or stage. Other exterior lighting must be within thirty (30) feet of the centerline of permitted roads and driveways to illuminate such roads and driveways, or placed to illuminate permitted parking areas or structures. To the extent feasible, exterior lighting shall be placed and focused so as to minimize glare off the Property.

3.06 Cutting of Timber

The cutting or harvesting of trees on the Property shall be permitted only to control insects and disease, to prevent personal injury or property damage, to clear and restore forest cover that has been damaged or disturbed by forces of nature, to prune and selectively thin trees to create limited vistas in accordance with best forest management practices and the purposes of this Easement, to permit the development of the structures, clearings and improvements permitted by this Easement, to maintain the existing Open Areas, and to permit the construction and maintenance of permitted driveways, roads and trails on the Property. Any such cutting or harvesting of trees shall be conducted so as to minimize soil erosion and adverse impacts on the Property & streams and slopes.

3.07 Soil and Water

Any use or activity that causes or is likely to cause soil degradation or erosion or pollution of any surface or subsurface waters shall be prohibited.

3.08 Wetlands and/or Stream Buffer

The draining, filling, dredging, or diking of wetland areas including any enlargements thereof shall be prohibited except to maintain or enhance vegetation, prevent flooding or to clear debris and maintain the flow of streams.

3.09 Utilities

The creation or placement of new utility transmission lines, utility poles and wires shall be prohibited unless on the route of the existing transmission lines, or within thirty (30) feet of the center line of permitted roads or driveways or within Government Areas. Utilities may be used solely to service the permitted structures. Where feasible, all new utility lines shall be buried.

3.10 Uses

The use of the Property for any commercial or industrial purpose shall be prohibited except as specifically permitted herein. All governmental, cultural, residential, recreational and educational uses permitted in Sections 3.01, 4.05 and 4.06 hereof shall not be considered prohibited uses.

3.11 Drainage

The use of the Open Area and Forest Area for a leaching or sewage disposal field shall be prohibited except as may be necessary to service facilities within the Governmental Areas. The use of the Property for a drainage basin or sump shall be prohibited, except in accordance with sound management practices and in order to control flooding or soil erosion on the Property.

3.12 Development Rights

The use of the acreage of this Property for purposes of calculating lot yield on any other Property shall be prohibited. Grantor hereby grants to Grantee all existing development rights (and any further development rights that may be created through a rezoning of the Property) on the Property, except for the right to construct, maintain and replace the pre-existing structures, and as provided in Section 4.06, and the parties agree that such rights shall be terminated and extinguished and may not be used or transferred to any other parcels.

ARTICLE FOUR GRANTOR'S RIGHTS

4.01 Ownership

Subject to the provisions of ARTICLE THREE, Grantor shall retain all other customary rights of ownership in the Property, some of which are more particularly described in this ARTICLE FOUR.

4.02 Possession

Grantor shall continue to have the right to exclusive control and possession of the Property.

4.03 Use

Grantor shall have the right to use the Property in any manner and for any purpose consistent with and not limited or prohibited by this Easement or applicable local, New York State, or federal law.

4.04 Landscaping Activities

Grantor shall have the right to continue the current modes of landscaping, pruning and grounds maintenance on the Property. Grantor shall have the right to remove or restore trees, shrubs, or other vegetation when dead, diseased, dangerously decayed or damaged and as provided in Section 3.06 hereof.

4.05 Activities and Uses

Grantor shall have the right to conduct governmental, residential and recreational uses as well as educational and cultural uses provided that such uses and activities shall be conducted in accordance with the purposes and provisions of this Easement. Structures, as provided in Sections 3.01 and 4.06, as may be reasonably necessary in connection with such uses may be constructed, maintained or replaced by Grantor.

4.06 Structures

A. Government Areas

Allowable Improvements and Uses in Government Areas A and B. and C:

Government Areas may be used for governmental purposes such as (but not limited to) offices, meeting spaces, and document storage for executive, legislative and judicial governmental

agencies, and for cultural, residential, recreational and maintenance facilities. They may not be used for the storage of vehicles (other than passenger cars, vans and light trucks used in connection with the permitted use of the Property) or materials and supplies except those vehicles, materials and supplies for use on the Property or in connection with governmental functions or other facilities located on the Property. Heavy equipment such as (but not limited to) bull dozers, back-hoes, trucks and fire engines may not be stored on the Property except when being used for authorized projects on the Property.

Structures in the Government Areas, including existing structures, may be constructed, replaced and enlarged only for the purposes permitted in Section 4.05 and this section 4.06 subject to the following conditions:

- i) No new structure may be more than thirty five (35) feet in height (except for chimneys and antennae used for reception by electronic equipment located in the structure) above average grade level surrounding the structure prior to its construction.
- ii) Additional parking areas to service Government Area A may be constructed at the existing parking area to the west of the access road north of Government Area A. That existing parking area may be expanded into the adjacent Open Area by not more than one additional acre.
- iii) Grantor shall have the right to remove trees, shrubs, or other vegetation reasonably necessary to construct or replace such structures and improvements.
- iv) The wood frame structure on Government Area C, now occupied by the Historical Society of Woodstock, may be maintained or replaced in its present location. It may be enlarged by not more than four hundred (400) square feet as measured at ground level. An area not more than ninety (90) feet from the foundation of the existing building may be cleared and landscaped or used for parking. Such open space may be used for recreational and cultural activities that do not require permanent structures.
- v) Paved or unpaved roads, driveways and parking areas necessary to service the permitted structures may be constructed in the Government Areas.

B. Open Area

The Open Area may only be used for non-motorized recreational purposes such as (but not limited to) hiking, soccer and sledding, temporary cultural purposes such as (but not limited to) concerts, theater, lectures, dance and cinema, and municipal (public) water supply wells and infrastructure as provided in section 3.01 hereof.

No motorized or wheeled vehicles or equipment (except for wheel chairs for the disabled) shall be used in the Open Area except for maintenance or emergency purposes.

Storage sheds or shelters must not exceed twelve (12) feet in height over average surrounding ground level, cannot be more than eighty (80) square feet in floor area and must be located near the edge of any Open Area so as not to interfere with the area's recreational or cultural use. Such existing structures may be maintained and replaced in their present locations. The total cumulative floor area of any such structures (not including existing structures) shall not exceed two hundred (250) square feet.

Temporary structures such as tents or stages for cultural events must have no permanent foundations and must be removed within two weeks of the termination of the event unless such removal is authorized by the Town Board for an additional period not to exceed an additional four weeks. The existing stage may remain and may be maintained or replaced in approximately the same location.

The Open Area may have no paved areas for recreational or cultural use, but may be maintained as meadow or mowed as lawn.

There are now trees existing in portions of Open Area Y (as designated in the baseline documentation). It is intended that such trees or stands of trees may remain. The Grantor, in its discretion from time to time, may maintain all or any part of Open Area Y as meadow or may allow brush or trees to grow in all or any part of Open Area Y. Any trees or plants introduced by Grantor into Open Area Y shall be native, non-invasive species.

The existing fields and meadows constituting Open Area X (as designated in the baseline documentation) must be mowed at least every three (3) years to prevent them from reverting to brush or forest.

C. Forest Area

No motorized or wheeled vehicles (except wheel chairs for the disabled) shall be used in the Forest Area except for maintenance or emergency purposes.

Nature trails or foot paths may be created and maintained, but may not be paved. No structures are permitted in the Forest Area.

Trees and other vegetation native to Ulster County may be planted and maintained and damage caused by fire, water or other natural causes may be restored.

D. Replacement of Structures In-Kind

In the event of damage resulting from casualty to an extent which renders repair of any improvements impractical, erection of a structure of comparable size, bulk, use, and general design to the damaged structure shall be permitted within the same general location subject to notice to and review by Grantee.

E. Environmental Sensitivity During Construction

The use and location of any improvement permitted to be constructed pursuant to this Easement, shall be consistent with the conservation purposes intended herein, and construction of any such improvement shall minimize disturbances to the environment. Grantor shall employ erosion and sediment control measures to insure that storm water runoff will not carry eroded and other deleterious materials into any stream or wetland area, including but not limited to minimal removal of vegetation, minimal movement of earth and minimal clearance of access routes for construction vehicles.

4.07 Notice

Grantor shall notify Grantee, in writing, before taking any action or before exercising any reserved right with respect to the Property which could adversely affect the environmental, scenic, open space and natural values which are the subject of this Easement. This includes the construction of any permanent structures and improvements as provided in Sections 3.01 and 4.06 hereof. Grantor shall provide Grantee with complete documentation including information on the use of such structures, and architectural plans of any proposed permanent structures and improvements. Written comments of Grantee shall be given to Grantor within 45 days after all necessary documentation and information is submitted to Grantee. If Grantee determines that the proposed action is in violation of any of the terms of this easement, it shall notify Grantor, in its comments, which term or provision it believes is violated. Grantor shall review such comments in a public hearing and make a determination with respect to Grantee's comments before proceeding.

4.08 Alienability

Grantor shall have the right to convey all or lease all or any part of its interest in the Property but only subject to this Easement. Grantor shall promptly notify Grantee of any conveyance of any interest in the Property, including the full name and mailing address of any Grantee of such conveyance, and the individual principals thereof, under any such conveyance. The instrument of any such conveyance shall specifically set forth that the interest thereby conveyed is subject to this Easement, without modification or amendment of the terms of this Easement, and shall incorporate this Easement by reference, specifically setting forth the date, office, and instrument number of the recording hereof. The failure to comply with the provisions hereof shall not affect Grantee's rights hereunder.

Any conveyance or lease of all or a part of Grantor's interest in the property shall contain an express grant to the public of access to the trails on the Property as the same may be maintained or replaced from time to time.

ARTICLE FIVE GRANTOR'S OBLIGATIONS

5.01 Taxes and Assessments

Grantor shall pay all taxes, levies, and assessments and other governmental charges which may become a lien on the Property, including any taxes or levies imposed to make those payments. If Grantor fails to make such payments, Grantee is authorized to make such payments (but shall have no obligation to do so) upon ten days prior written notice to Grantor, according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy thereof. That payment, if made by Grantee, shall become a lien on the Property of the same priority as the item if not paid would have become, and shall bear interest until paid by Grantor at two percentage points over the prime rate of interest from time to time charged by Citibank, N.A., or its corporate successor.

5.02 Indemnification

Grantor shall indemnify and hold Grantee harmless for any liability, costs, attorneys' fees, judgments or expenses to Grantee or any of their officers, directors, employees, agents or independent contractors arising from the physical maintenance or condition of the Property or from any taxes, levies or assessments upon it or resulting from this Easement, all of which shall be considered Grantor's obligations.

5.03 Third Party Claims

Grantee has no obligations relating to the maintenance of the Property. Grantor shall indemnify and hold Grantee harmless from any and all claims or liability, costs, attorneys' fees, judgments, or expenses to Grantee or any of their officers, directors, employees, agents or independent contractors arising or resulting: (a) from injury to persons or damages to property arising from any activity on the Property, except those due solely to the acts of the Grantee, its officers, directors, employees, agents, or independent contractors; and (b) from actions or claims of any nature by third parties arising out of the entering into or exercise of rights under this Easement, excepting any of those matters arising solely from the acts of Grantee, its officers, directors, employees, agents, or independent contractors.

ARTICLE SIX GRANTEE'S RIGHTS

6.01 Entry and Inspection

Grantee shall have the right to enter upon the Property at reasonable times during daylight hours, upon prior notice to Grantor, and in a manner that will not interfere with Grantor's quiet use and enjoyment of the Property, for the purpose of inspection to determine whether this Easement and its purposes and provisions are being complied with. Any report of violation shall be in writing and signed by Grantee's Executive Director.

6.02 Restoration

Grantor shall not be liable for any changes to the Property resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to persons or to the Property resulting from such causes.

6.03 Enforcement Rights of Grantee

Grantor acknowledges and agrees that Grantee's remedies at law for any violation of this Easement are inadequate. Therefore, in addition to, and not in limitation of, any other rights of Grantee hereunder at law or in equity, in the event any breach, default or violation of any term, provision, covenant or obligation on Grantor's part to be observed or performed pursuant to this Easement is not cured by Grantor within thirty (30) days notice thereof by Grantee (which notice requirement is expressly waived by Grantor with respect to any such breach, default or violation which, in Grantee's reasonable judgment, requires immediate action to preserve and protect any of the open space values or otherwise to further the purposes of this Easement), Grantee shall have the right at Grantor's sole cost and expense and at Grantee's election:

- (i) To institute a suit to enjoin or cure such breach, default or violation by temporary and/or permanent injunction; and
- (ii) To seek or enforce such other legal and/or equitable relief or remedies as Grantee deems necessary or desirable to ensure compliance with the terms, conditions, covenants, obligations and purposes of this Easement; provided, however, that any failure, delay or election to so act by Grantee shall not be deemed to be a waiver or a forfeiture of any right or available remedy on Grantee's part with respect to such breach, default, or violation or with respect to any other breach, default or violation of any term, condition, covenant or obligation under this Easement.

Grantor shall pay, either directly or by reimbursement to Grantee, all reasonable attorney § fees, court costs and other expenses incurred by Grantee (herein called ‘Legal Expenses’) in connection with any proceedings brought under this Section. If Grantor prevails in any proceeding (or appeal thereof) brought under this Section, it shall be relieved of its obligation to pay Grantee § Legal Expenses.

6.04 No Waiver

Grantee § exercise of one remedy or relief under this ARTICLE SIX shall not have the effect of waiving or limiting any other remedy or relief, and the failure to exercise or delay in exercising any remedy shall not have the effect of waiving or limiting the use of any other remedy or relief or the use of such other remedy or relief at any other time.

6.05 Assignability

Grantee shall have the right to assign this Easement and all of its rights, title and interest in and to this Easement only to a qualified organization (or organizations) (herein called ‘the Assignee’). In the event it wishes to make such an assignment it shall first notify the Grantor in writing, including the name and address of the proposed assignee. The Grantor may, within thirty (30) days of receiving such notice, object to such assignee in writing and submit the names and addresses of one or more qualified New York organizations with offices in the State of New York within one hundred (100) miles of the Property. Grantee can then assign only to an organization proposed by Grantor. If Grantor does not submit the names of one or more alternate organizations within thirty (30) days, or if no organization proposed by Grantor agrees to accept the assignment, Grantee may assign to its original proposed assignee. As used herein: the term ‘qualified organization’ means a not-for-profit corporation, or a governmental unit or agency, which is qualified to receive such interests pursuant to Article 49 of the New York Environmental Conservation Law, and is a qualified organization within the meaning of Section 170(h)(3) of the Internal Revenue Code, which is organized or operated primarily or substantially for one of the conservation purposes specified in Section 170(h)(4)(A) of the code. Any assignment by a Grantee or a successor Grantee must require the Assignee or Assignee § successors to carry out the purposes of this Easement. The Assignee and its successors and assigns shall have the same right of assignment, subject to compliance with the provisions of this Section 6.05.

6.06 Succession

If at any time Grantee or any Assignee is unable to enforce this Easement for any reason including but not limited to bankruptcy, insolvency or dissolution, then this Easement shall be vested in such qualified corporation, body or agency as defined and upon the conditions contained in Section 6.05. If Grantee fails to propose an assignee, it shall assign to a qualified assignee proposed by Grantor as provided in Section 6.05. If, on the occurrence of any of these events, Grantee or any successor or assignee fails to assign all of its rights and responsibilities

under this Easement and all of its rights, title and interest in and to this Easement to a qualified organization, then the rights and responsibilities under this Easement shall become vested in another qualified organization, designated by Grantor and ordered by a court of competent jurisdiction. In the event Grantor does not so designate then such rights shall be vested and determined an action brought in any court of competent jurisdiction. Such action shall be governed by the equitable doctrine of *cy pres* so as to assure that the intent and purpose of this easement are followed to the maximum extent possible.

ARTICLE SEVEN MISCELLANEOUS

7.01 Entire Understanding

This Easement contains the entire understanding between its parties concerning its subject matter. Any prior agreement between the parties concerning its subject matter shall be merged into this Easement and superseded by it.

7.02 Amendment

A. This Easement can be terminated or modified in accordance with the common and statutory law of the State of New York applicable to the termination and modification of easements and covenants running with the land. Grantee and Grantor shall mutually have the right to agree to amendments to this Easement that are not inconsistent with the purposes of this Easement; provided, however, that Grantee shall have no right or power to agree to any amendments hereto that would result in this Easement failing to qualify as a valid Conservation Easement under Article 49, Title 3 of the Environmental Conservation Law of the State of New York, as the same may be hereafter amended.

B. Notwithstanding the provisions of Article 7.02 (A) the Town shall have the right to adjust the boundary lines of any parcel defined as a ‘Government Area’ in Article 4.06 (A). Such boundary line adjustment shall not serve to increase the acreage of any designated Government Area but shall only be for the purpose of complying with environmental, regulatory or site specific issues existed that would not allow the proposed work within the boundary of the particular Governmental area as originally established under this easement. Any such boundary line adjustment shall be subject to prior written approval of Grantee, which approval shall not unreasonably be withheld or delayed.

7.03 Severability

Any provision of this Easement restricting Grantor's activities, which is determined to be invalid or unenforceable by a court, shall not be invalidated. Instead, that provision shall be reduced or limited to whatever extent that court determines will make it enforceable and effective. Any other provision of this Easement that is determined to be invalid or unenforceable by a court shall be severed from the other provisions, which shall remain enforceable and effective.

7.04 Notice

All notices required by this Easement must be written. Notices shall be delivered by hand or registered mail, return receipt requested, or by certified mail, with sufficient prepaid postage affixed and with return receipt requested. Mailed notice to Grantor shall be addressed to Grantor's address as recited herein, or to such other address as Grantor may designate by notice in accordance with this Section 7.04. Mailed notice to Grantee shall be addressed to its principal office, recited herein, marked for the attention of the President, or to such other address as Grantee may designate by notice in accordance with this Section 7.04. Notice shall be deemed given and received as of the date of its manual delivery or the date of its mailing.

7.05 Governing Law

New York Law applicable to deeds and conservation easements pertaining to land located within New York shall govern this Easement in all respects, except as provided in Section 7.06 hereof. Notwithstanding any provision of this Easement, Grantor can comply with any federal, state or county law with which it is legally required to comply.

7.06 Interpretation

Regardless of any contrary rule of construction, no provision of this Easement shall be construed in favor of one of the parties because it was drafted by the other party's attorney. No alleged ambiguity in this Easement shall be construed against the party whose attorney drafted it. If any provision of this Easement is ambiguous or shall be subject to two or more interpretations, one of which would render that provision invalid, then that provision shall be given such interpretation as would render it valid and be consistent with the purposes of this Easement. Any rule of strict construction designed to limit the breadth of the restrictions on use of the Property shall not apply in the construction or interpretation of this Easement, and this Easement shall be interpreted broadly to effect the purposes of this Easement as intended by the parties. The parties intend that this Easement, which is by nature and character primarily negative in that Grantor has restricted and limited its right to use the Property, except as otherwise recited herein, be construed at all times and by all parties to effectuate its purposes.

7.07 Warranties

The warranties and representations made by the parties in this Easement shall survive its execution.

7.08 Recording

Grantee shall record this Easement in the land records of the office of the Clerk of the County of Ulster, State of New York.

7.09 Headings

The headings, titles and subtitles herein have been inserted solely for convenient reference.

7.10 Further Acts

Each party shall perform any further acts and execute and deliver any documents, including amendments to this easement, which may be reasonably necessary to (a) carry out the provisions of this easement and (b) qualify this easement under Article 49, Title 3, of the New York Environmental Conservation law.

7.11 Perpetuation of Easement

This easement shall be of perpetual duration, and no merger of title, estate or interest shall be deemed effected by any previous, contemporaneous or subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion thereof, to Grantee, it being the express intent of the parties that this Easement shall not be extinguished by, or merged into, any other interest or estate in the Property.

IN WITNESS WHEREOF, Grantor has executed and delivered and Grantee has accepted and received this Deed of Conservation Easement on the day and year set forth above.

Town of Woodstock

BY:

Jeremy Wilber, Supervisor,

ACKNOWLEDGED AND ACCEPTED:

Woodstock Land Conservancy

BY:

President

STATE OF NEW YORK SS:
COUNTY OF ULSTER

On this day of in the year 2003 before me, the undersigned, personally appeared Jeremy Wilber, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

EXHIBIT A: Metes and Bounds Description of the Property
SCHEDULE B: Map and Description of the Open Area and Forest Area
:SCHEDULE C Map and Metes and Bounds Description of the Government areas.

5

FIRST AMENDMENT TO DEED OF CONSERVATION EASEMENT

**THIS FIRST AMENDMENT TO DEED OF CONSERVATION
EASEMENT** ("First Amendment"), made this 16th day of November, 2009, by and
between The Town of Woodstock, Ulster County, New York, having an office at 45
Comeau Drive, Woodstock, New York, ("Grantor") and the Woodstock Land
Conservancy, Inc., a New York Not-for-Profit corporation with a mailing address of P.O.
Box 864, Woodstock, New York 12498 ("Grantee")

WITNESSETH

WHEREAS, by Deed of Conservation Easement from Grantor to Grantee dated November 16, 2009 and recorded on November 17, 2009 in the office of the Clerk of Ulster County, New York, as Instrument No. 09-18565, (the "Original Deed"), Grantor conveyed to Grantee a Conservation Easement on certain property belonging to Grantor, *located at 20-47 Comeau Drive, a town of Woodstock, NY, County of Ulster, State of New York, also known by tax map designation as S BL 27.13-1-13.100.*

WHEREAS, the Grantor and the Grantee agree that this Amendment will facilitate processes to maintain the Property and to administer and manage allowed uses and activities, including without limitation recreational, cultural and municipal uses and activities, as provided in the Original Deed and as may be allowed in the future:

WHEREAS, the Grantor and the Grantee agree that this Amendment will further the conservation purposes and intents of the Original Deed;

WHEREAS, the Grantor and Grantee have determined in consultation with their respective legal counsels that the conservation values established by the Original Deed will be upheld and even enhanced by the provisions of this First Amendment; and,

WHEREAS, the Grantor and the Grantee agree to amend the Original Deed in accordance with the terms and provisions of this First Amendment;

NOW THEREFORE, in consideration for the mutual agreements contained in this First Amendment, and other good consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Grantee hereby agree as follows:

1. The Original Deed is hereby amended by adding the following three (3) Provisions to Article Five of the Original Deed:

5.04 Stewardship Plan

Specific uses of, activities on and maintenance of, the Property shall be governed by standards, specific procedures and directives, and other guidance set forth in a Stewardship Plan for the Property. The first version of said Stewardship Plan shall be written and implemented by the Grantor within eighteen (18) months after the date of recordation of this First Amendment with the Office of the Ulster County Clerk. Failure

CHECKED

AC

ENTERED

gml

MARK/OFF

1

R&L:
Jeffrey P. Siegel, ESG.
P.O. Box 219
Woodstock, NY 12498

to complete and implement the Stewardship Plan within the specified period shall in no way restrict, impair, invalidate, or terminate the Deed of Conservation Easement or alter the purposes for which said Deed of Conservation Easement is established. The terms of the Stewardship Plan and any modifications and/or amendments thereto shall not violate the terms and conditions of the Original Deed and shall be consistent with the Purposes of the Original Deed.

5.05 Review, Additions and Revisions

The Stewardship Plan shall be reviewed, updated and approved by the Grantor no less than one time every twenty (20) years, commencing from the date of recordation of the Original Deed and at such times that new uses or activities are proposed by the Town. The Stewardship Plan, however, may be reviewed, updated and approved more frequently. Failure to review or update the Stewardship Plan shall in no way restrict, impair, invalidate, terminate or nullify this Conservation Easement or alter the purposes for which it is established.

5.06 Parties Responsibilities

In accordance with Paragraph 7.04 of the Original Deed, Grantor shall provide notice to Grantee of all activities in relation to the preparation, review, revision and implementation of the Stewardship Plan, and shall additionally provide to Grantee copies of all related documentation, the opportunity to participate in meetings and the opportunity to submit to Grantor comments and suggestions in relation to the Stewardship Plan and its preparation, review, revision and implementation. Final determination of the content of the Stewardship Plan is and will remain the responsibility of the Grantor. It is not the intent of this First Amendment to give to Grantee a right to approve or disapprove either the content or implementation of the Stewardship Plan. It is intended to require that the Stewardship Plan and its implementation comply with the terms and conditions of the Original Deed and this First Amendment and that it not attempt to place upon Grantee burdens or responsibilities beyond those which are specifically described in the Original Deed and this First Amendment.

2. Any capitalized terms used but not defined herein shall have the meaning given to them in the Original Deed.

3. This First Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

4. If any covenant, condition, or provision herein is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not in any way affect any other covenant, condition or provision.

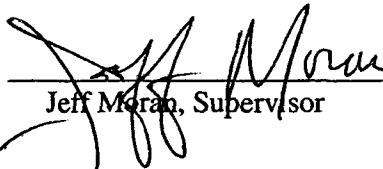
5. The terms and provisions of this First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective transferees,

representatives, successors and assigns. In the event of a conflict between the terms and provisions of this First Amendment and the Original Deed, this First Amendment shall control. This First Amendment and the rights and duties of the parties hereto shall be controlled by and interpreted in accordance with the laws of the State of New York.

6. In all other respects, the Original Deed shall remain in full force and effect. Grantor and Grantee hereby reaffirm all of the covenants, agreements, terms conditions and other provisions of the Original Deed except as modified hereby, and the Original Deed is hereby incorporated in full herein by reference.

GRANTOR:

TOWN OF WOODSTOCK

By: 
Jeff Moran, Supervisor

GRANTEE:

WOODSTOCK LAND CONSERVANCY, Inc.

By: 
Kevin D. Smith, President