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DEED OF CONSERVATION EASEMENT IN GROSS
CARLETON ISLAND SHORELINE BUFFER ZONE

This Deed of conservation Easement in Gross is entered into by and between Patten Corporation Northeast, a Vermont corporation having an office at Main Road, Stamford, VT 05352 (hereinafter referred to as as the "grantor"), and Patten Environmental Trust, a Massachusetts non-profit corporation having an office at 28 Main Street, Montpelier, VT 05602 (hereinafter referred to as the "grantee").

WITNESSETH

WHEREAS, the grantor is the owner of certain real property in the Town of Cape Vincent, Jefferson County, New York, more particularly described in Exhibit A attached hereto and incorporated herein by this reference (hereinafter the "property"); and

WHEREAS, portions of the property remain in a substantially undisturbed, natural state and have significant, woodland, wildlife, and aesthetic values; and

WHEREAS, the property's natural attributes, and its woodland and aesthetic values are of great importance to the grantor, the grantee and people of the State of New York, and the general public, and are worthy of preservation; and

WHEREAS, the property is located on Carleton Island in the Thousand Island Region and the Thousand Island Region and Carleton Island were identified as unique, irreplaceable and high quality resources of state-wide and national significance by a 1983 report conducted by the National Park Service; and

WHEREAS, the 1983 National Park Service study of the St. Lawrence River--"The St. Lawrence - Thousand Islands Area Study"--recommended the use of scenic easements to protect the natural and scenic values of individual islands such as Carleton Island in the Thousand Islands Region; and

WHEREAS, the New York State Legislature has recognized that the "St. Lawrence River Valley and the lands adjacent to eastern Lake Ontario constitute a unique area containing a valuable yet vulnerable natural resource base of statewide and national significance" and created and funded the St. Lawrence-Eastern Ontario Commission to carry out the preservation of the area; and

WHEREAS, the State of New York has enacted Article 49, Title 3 of the Environmental Conservation Law to provide for the limitation and restriction of development, management, and use of real property by conservation easement including easement in gross; and

WHEREAS, New York State Coastal Zone Management Program has recognized the Thousand Islands as a site-specific Geographic Area of Particular Concern (GAPC); and

WHEREAS, Policy 24 of New York State's Coastal Zone Management Plan encourages the "prevention of impairment to scenic resources of statewide significance"; and

WHEREAS, Policy 25 of the New York State Coastal Zone Management Plan encourages the protection and enhancement of natural and man-made resources which are not identified as being of statewide significance but which contribute to the overall scenic quality of the coastal area; and

WHEREAS, the grantor, as owner in fee of the property, desires to identify and to assure the preservation in perpetuity of the property's significant natural elements, and to maintain its vegetative cover; and

WHEREAS, the grantee is a charitable organization exempt from tax as an organization described in Section 501 (c) (3) of the Internal Revenue Code of 1954, as amended; and

WHEREAS, the grantee is a "qualified organization" within the meaning of Section 170 (h) (3) of the Internal Revenue Code of 1954, as amended; and

WHEREAS, the grantee intends, by acceptance of the grant made hereby, forever to honor the intentitons of the grantor stated herein to preserve and protect in perpetuity the natural elements and aesthetic values of the property;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, based upon the common law, and further pursuant to Article 49 Title 3 of the Environmental Conservation Law of New York, as amended, grantor does hereby convey to grantee a conservation easement in gross (hereinafter, the "easement") consisting of the rights hereinafter enumerated, over and across the certain real property situated in Jefferson County, New York, more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

1. Purpose. It is the purpose of this easement to preserve and protect in perpetuity the scenic, aesthetic, natural, woodland, wildlife habitat, wetland, watershed, successional vegetative features, and open space features and value of the property.

2. Affirmative Rights Conveyed. The affirmative rights conveyed by this easement to the grantee are as follows:

(a) To identify, to preserve and to protect in perpetuity, the natural, wildlife, wetland, open space, aesthetic, scenic, successive vegetative, and woodland features and values of the property.

(b) To enter upon the property to inspect and to enforce the rights herein granted upon prior notice to grantor, their successors

and assigns, in a manner that will not unreasonably interfere with the proper uses being made of the property at the time of such entry.

(c) The right to enforce the terms hereof by proceeding at law or in equity or as otherwise may be appropriate and to require the grantor, at the grantor's expense, to cease non-conforming uses and restore the protected property to the conditions that exist on the date of this grant.

Except as expressly provided herein, grantor retains exclusive access to and use of the property.

3. Prohibited Uses and Practices. The following uses and practices are inconsistent with the purpose of this easement and shall be prohibited upon or within the property:

(a) The construction or placement of any structures, permanent or temporary, with the exception of duck blinds, docks, and boathouses.

(b) The cutting of more than 50% of the natural vegetation. Within any 300' frontage there must be one contiguous strip of at least 100' parallel and perpendicular to the shore retained in natural vegetative condition. Except those lots of less than 200' frontage must retain a contiguous 50% of-said frontage in natural vegetative cover but said natural vegetative strip may be less than 100' in frontage.

(c) Temporary, seasonal or permanent occupancy of the shoreline buffer zone for residential purposes shall be prohibited.

(d) Man-caused fires in protected vegetation areas in the shoreline buffer zone are a management technique that is not permitted.

(e) Portions of downed trees extending outside the 100' shoreline buffer zone may be removed.

4. Reserved Rights of Grantor. Subject to Section 3, the following uses, though not an exhaustive recital of permitted uses and practices, are permitted under this easement:

(a) The right to use and allow the protected property to be used for picnicking, hiking, walking, nature study and other similar activities, even if such activities are not incidental to the residential or other permitted uses of the protected property.

(b) The right to lease or to give, sell, assign or otherwise transfer the property or any portion or portions thereof by operation of law by deed, subject and subordinate to this easement.

(c) Except as limited in this easement, the grantor reserves for itself and its successors and assigns, all rights as fee owner of the protected property, including the right to use the property for all purposes not inconsistent with this instrument. However, the

grantor shall notify the grantee, in writing, before exercising any reserved right the exercise of which may have an adverse impact on the natural and scenic value of the protected property.

5. Enforcement Rights of Grantee. In the event of a violation of any term, condition, covenant, or restriction contained in this easement, after thirty (30) days notice of violation to the grantor, the grantee may institute a suit to enjoin by temporary and/or permanent injunction such violation, or for damages for breach of covenant, or may take such other action as it deems necessary to insure compliance with the terms, conditions, covenants, and purposes of this easement; provided, however, that any failure to so act by the grantee shall not be deemed to be a waiver or a forfeiture of the right to enforce any term, condition, covenant, or purpose of this easement in the future.

6. Restoration. Grantor further intends that should any prohibited activity be undertaken on the property, the grantee, except in the case of emergencies requiring immediate action, shall after 30 days of written notification of such violation have the right to cause the restoration of that portion of the property affected by such activity to the condition that existed prior to the undertaking of such prohibited activity. In such case, the cost of such restoration shall be borne by grantor, its successors or assigns. Nothing contained herein shall be construed to preclude grantor from exhausting its legal remedies in determining whether the proposed activity to which the grantee has objected is consistent with this easement.

7. Costs and Taxes. Grantor agrees to bear all costs of operation, upkeep and maintenace of the property and does hereby indemnify the grantee therefrom. In addition, grantor agrees to pay any and all real property taxes and assessments levied by competent authority on the property or on its easement.

8. Access. Nothing contained herein shall be construed as affording the public access to any portion of the land subject to this easement. Nothing in this easement shall be construed to preclude grantor's right to grant limited public access to third parties across its land, provided that such access is allowed in a reasonable manner that does not result in degradation of the property and/or disturbance of plant or wildlife habitat and scenic considerations.

9. Assignment of Grantee's Interest. The parties hereto covenant and agree that the grantee shall assign its interest in this easement to a "qualified organization", within the meaning of Section 170(h) of the Internal Revenue Code of 1954, as amended, under the condition that the assignee carry out the "conservation purposes" for which the easement was given. Specific assignee shall be the Thousand Island Land Trust, Inc.

10. Grant in Perpetuity. The easement herein granted shall be a burden upon and shall run with the property in perpetuity and shall bind the grantor, its successors and assigns forever.

11. Amendment. Grantor and grantee recognize that circumstances could arise which would justify any modification of certain of the restrictions contained in this easement. To this end, the grantee shall have the right to agree to amendments to this easement provided that they are not inconsistent with the basic purpose of the easement to protect the scenic watershed and natural values of the protected property. Furthermore, the grantee shall have no right or power to agree to any amendments that would result in this easement failing to quaify as a valid conservation easement under Atricle 49, Title 3, of the Environmental Conservation Law of the State of New York, any regulations issued purusant thereto, or Section 170(h) of the Internal Revenue Code governing "Qualified Conservation Contributions".

12. Notice. All notices required by this deed must be written. Notice shall be given either by manual delivery or by mailing in a mail receptacle maintained by the United States Postal Service. Mailed notice must be contained in an accurately addressed, sealed envelope marked for delivery by first class registered or certified mail, with sufficient prepaid postage affixed and with return receipt requested. Mailed notice to grantor shall be addressed to its address as recited herein, or to such other address as it may designate by notice. Mailed notice to grantee shall be addressed to its principal office, recited herein. Notice shall be deemed given and received as of the date of its manual delivery or the date of its mailing.

13. Condemnation. If all or any part of the protected property is taken under the power of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this deed and the easement, the grantor and the grantee or their respective successors and assigns shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. All expenses incurred by the parties to this deed and the easement shall be paid out of the recovered proceeds. The remaining recovered proceeds (including for the purposes of this Section, proceeds from any lawful sale of the property unencumbered by the restrictions hereunder) shall be distributed among the parties to this deed and the easement or their successors and/or assigns in shares in proportion to the fair market value of their interests in the property on the date of execution of this deed and the easement. The grantee shall use its share of the proceeds in a manner consistent with the conservation purposes of this deed of easement.

14. Miscellaneous.

(a) The terms "grantor" and "grantee", wherever used herein and any pronouns used in place thereof, shall mean and include the above-named grantor and its successors, personal representatives, and assigns and the above-named grantee its successors, personal represetatives, and assigns.

(b) If any provisions of this easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Deed of Conservation Easement in Gross and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

(c) The grantor agrees that reference and notification to this easement will be made in any subsequent deed, or other legal instrument by means of which they convey any interest in the property (including a leasehold interest) and that they will attach a copy of this Deed of Conservation Easement in Gross thereto and notify grantee of any such conveyance.

IN WITNESS THEREOF, Grantors have executed this Deed of Easement this 6th day of August, 1986

Acknowledged and accepted:

THE PATTEN ENVIRONMENTAL TRUST

BY: Robert A. Apple Jr.
Robert A. Apple - Executive Director

(State of Vermont)
(County of Washington)ss.

On this 6th day of August, nineteen hundred eighty six, before me personally came Robert A. Apple, to me personally known, who, being by me duly sworn, did depose and say that he resides at RR3, Montpelier, VT, that he is the Executive Director of the Patten Environmental Trust, the corporation described in, and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Marci L. Jerd
Notary Public

Commission Expires 2/87

PATTEN CORPORATION NORTHEAST

BY: [signature]
Michael Patten, President

(State of Vermont)
(County of Bennington)ss.

On this 7th day of August, nineteen hundred eighty six, before me personally came Michael Patten, to me personally known, who being by me duly sworn, did depose and say that he resides at Williamsport, MA., that he is President of Patten Corporation Northeast, the corporation described in, and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

[signature]
Notary Public

Commission Expires 2/1/88

SCHEDULE A.

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Cape Vincent, County of Jefferson and State of New York, being part of Carleton Island in said Town, and being more particularly known and described as Lots 1 through 20, inclusive, of Carleton Island, according to a map thereof made by Rhinevault Surveyors dated June 2, 1986 and filed in the Jefferson County Clerk's Office on July 9, 1986 in Map Book No. 17 at page 29.

Being part of the same premises conveyed by John C. MacFarlane to Patten Corporation Northeast by deed dated July 2, 1986 and recorded in the Jefferson County Clerk's Office on July 9, 1986 in Book 1029 of Deeds at page 152.

Particular reference is made to that portion of Lots 1 through 20 designated on said map and referred to as "100' shoreline buffer strip", which zone encompasses all lands within 100' (horizontal distance) of the Saint Lawrence River shoreline.