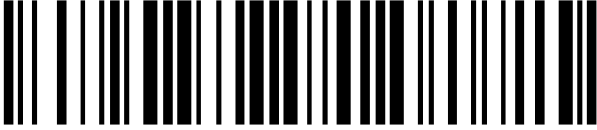




ST LAWRENCE COUNTY – STATE OF NEW YORK  
 SANDRA W. SANTAMOOR, COUNTY CLERK  
 48 COURT STREET, CANTON, NEW YORK 13617

COUNTY CLERK'S RECORDING PAGE  
 \*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: R-2021-00011487

Receipt#: 2021644767  
 Clerk: DB  
 Rec Date: 08/30/2021 10:12:33 AM  
 Doc Grp: RP  
 Descrip: EASEMENT  
 Num Pgs: 8

Party1: JT GRANSHUE TIMBERLAND LLC  
 Party2: NEW YORK STATE PEOPLE  
 Town: ALL TOWNS  
 COLTON  
 CLARE

Recording:

Pages	0.00
Recording Fee	0.00
Cultural Ed	0.00
Records Management - Coun	0.00
Records Management - Stat	0.00
TP 584	0.00

Sub Total: 0.00

Transfer Tax	
Transfer Tax	0.00

Sub Total: 0.00

Total: 0.00

\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: 393  
 Exempt

Total: 0.00

Record and Return To:

NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
 OFFICE OF REAL PROPERTY, ATTN: ROBERT A.  
 BURSHER  
 625 BROADWAY  
 ALBANY, NEW YORK 12233-4256  
 ENV

*Sandra W. Santamoor*

Sandra W. Santamoor  
 St Lawrence County Clerk

WARNING\*\*\*

\*\* Information may change during the verification process and may not be reflected on this page.

Proceeding 10088  
Department of Environmental  
Conservation  
Conservation Easement Modification  
Towns of Colton and Clare  
St. Lawrence 235 A

CONSERVATION EASEMENT MODIFICATION

This Modification to Conservation Easement made this 9<sup>th</sup> day  
of August, 20 21, between

**JT GRANSHUE TIMBERLAND, LLC**, a limited liability company organized under  
the laws of the State of Delaware, having an office for business at Ponce City Market, 675 Ponce  
de Leon Avenue, NE, 7<sup>th</sup> Floor, Atlanta, Georgia 30308 (“GRANSHUE”); and

**THE PEOPLE OF THE STATE OF NEW YORK**, acting by and through their  
Commissioner of Environmental Conservation, who has an address at 625 Broadway, 14<sup>th</sup> Floor,  
Albany, New York 12233 (“the STATE”).

WITNESSETH:

**WHEREAS**, reference is made to a conservation easement over approximately 18,950  
acres in the Towns of Colton and Clare, St. Lawrence County, New York (the “Protected  
Property”), granted by Long Pond L.L.C. and New River-Franklin, LTD., as tenants in common,  
to the STATE on the 29<sup>th</sup> day of January, 1999, which was recorded in the St. Lawrence County  
Clerk’s Office on 16<sup>th</sup> day of February, 1999, in Instrument No. 1999-0002868 (“Conservation  
Easement”); and

**WHEREAS**, GRANSHUE is the successor owner in fee of the lands subject to the  
Conservation Easement by virtue of a deed from Danzer Forestland, Inc., dated the 22<sup>nd</sup> day of  
April, 2020, recorded in the St. Lawrence County Clerk’s Office on the 1<sup>st</sup> day of May, 2020, as  
Instrument No. R-2020-00004266;

**WHEREAS**, pursuant to Article 49-0307 of the Environmental Conservation Law (ECL)  
and the express terms of said Conservation Easement, GRANSHUE and the the STATE are  
allowed to amend or modify the terms of this Conservation Easement;

**WHEREAS**, 6 NYCCR Part 592 sets forth the procedure for the modification or  
extinguishment of a conservation easement held by the New York State Department of  
Environmental Conservation (DEC); and

**WHEREAS**, pursuant to 6 NYCRR Part 592.3(4), the proposed modification of a DEC conservation easement shall result in a net conservation benefit to the People of the State of New York;

**WHEREAS**, GRANSHUE desires to re-establish its right to have more than six (6) camps to use as hunting, fishing and recreational camps (as "Hunting and Fishing Cabin" as defined by the Adirondack Park Agency) on the Protected Property;

**WHEREAS**, in exchange for modifying the Conservation Easement, the STATE has determined that GRANSHUE could provide consideration to the STATE to be applied toward the acquisition of approximately 946.77 acres in the Towns of Clifton and Colton, St. Lawrence County, New York, from The Conservation Fund (DEC Project: AFP St. Lawrence 280A, the "Net Conservation Benefit Parcel"); and

**WHEREAS**, in exchange for modifying the Conservation Easement, the STATE has determined that payment of ONE HUNDRED EIGHTY-FOUR THOUSAND, FOUR HUNDRED and NO/100 DOLLARS, lawful money of the United States, by GRANSHUE to the STATE towards the purchase price of the Net Conservation Benefit Parcel is sufficient for this exchange to result in a net conservation benefit to the People of the State of New York;

**WHEREAS**, GRANSHUE has made payment of ONE HUNDRED EIGHTY-FOUR THOUSAND, FOUR HUNDRED and NO/100 DOLLARS, lawful money of the United States, to the STATE, receipt thereof which is hereby acknowledged; and

**WHEREAS**, by deed dated February 19, 2021, recorded in the St. Lawrence County Clerk's Office on April 22, 2021, as Instrument No. 2021-00005067, the STATE acquired the Net Conservation Benefit Parcel from The Conservation Fund;

**NOW THEREFORE**, in consideration of ONE HUNDRED EIGHTY-FOUR THOUSAND, FOUR HUNDRED and NO/100 DOLLARS, lawful money of the United States, paid by GRANSHUE to the STATE to secure the acquisition of the Net Conservation Benefit Parcel and the mutual covenants herein, GRANSHUE and the STATE expressly agree to modify the Conservation Easement as follows:

**1. (a) THE FOLLOWING TERMS UNDER PARAGRAPH 3 OF THE SECTION ENTITLED "RESERVED RIGHTS" IN THE CONSERVATION EASEMENT ARE HEREBY DELETED:**

3. The exclusive right to occupy, use, repair, maintain, improve, demolish, replace, abandon, vacate, but not expand or extend all other structures, outbuildings, hunting facilities and dams that currently exist on the Protected Property but which are not listed in item 2 of this section. This reservation shall include an acre of land surrounding each hunting camp and shall run for a period of fifteen (15) years from the date this document is recorded in the St. Lawrence Co. Clerk's Office. Within one year after the termination of this reservation it shall be the responsibility of the Grantor to remove all buildings, outbuildings and refuse which exists on the property at the time.



The Grantor may remove those structures by burning and burying the rubble subject to existing laws and regulations.

**(b) THE FOLLOWING TERMS REPLACE THOSE TERMS DELETED ABOVE FROM PARAGRAPH 3 UNDER THE SECTION ENTITLED "RESERVED RIGHTS" IN THE CONSERVATION EASEMENT:**

3. The permanent right to use as hunting, fishing and recreation camps (as "Hunting and Fishing cabin" as currently defined by the Adirondack Park Agency) only, including the right to exclusively occupy, use, repair, maintain, improve, demolish, replace, abandon, vacate, move, but not expand or extend beyond a maximum size of five hundred (500) square feet, no more than fifteen (15) recreation camp structures, and associated Accessory Structures, in addition to those six (6) allowable recreation camp envelopes and associated recreation camps listed in Item 2 of the Reserved Rights section of the 1999 Conservation Easement. This reservation shall include no more than fifteen (15) one (1) acre camp envelopes of land, or one (1) acre per each envelope to surround each hunting, fishing and recreation camp structure and Accessory Structures. The one (1) acre camp envelopes shall not restrict access on roads/trails that would otherwise be available to Grantee or for public use. Any additional existing buildings and associated structures outside of said fifteen (15) camp envelopes, and refuse, must be removed within one (1) year from the date this easement Modification is recorded in the St. Lawrence Co. Clerk's Office. The Grantor must remove those structures subject to existing laws and regulations. The Grantor will designate and identify in the baseline documentation all access roads/trails to the hunting, fishing and recreational camps to be used by the Grantor's lessees for motor vehicle, snowmobile and ATV access. In addition to the baseline documentation, the Grantor will provide an updated camp access map of the designated camp access roads/trails to the Grantee annually, or as needed.

- (a) Existing Hunting, Fishing, Recreation Camps ("Camps") or Accessory Structures that have occupied five hundred (500) or more square feet of ground area or Building Footprint, as defined in Section 3(h) below, in compliance with the 1999 Conservation Easement, shall not be expanded, enlarged, or in any way increased in size. The baseline document must be revised to identify these structures.
- (b) Existing Hunting, Fishing, Recreation Camps ("Camps") and Accessory Structures that exceed area and height limitations described herein, which are in compliance with the 1999 Conservation Easement, and built prior to the date of this Modification may remain as built, including the right to repair, maintain, improve, demolish, abandon, vacate, but not expand or extend said Camps and Accessory Structures.
- (c) Upon thirty (30) days prior written notice to Grantee, Hunting, Fishing and Recreation Camps that occupy less than five hundred (500) square feet of ground area or Building Footprint as of the date of this Modification may be expanded to occupy no greater than five hundred (500) square feet of area. The baseline

document must be revised to identify all structures expanded to the five hundred (500) square feet limit.

- (d) Location or relocation of any Recreation Camp Envelopes shall be subject to the DECLARATION OF RESTRICTIONS in the Conservation Easement, federal, state and local laws and regulation, and the consent of the Grantee, which consent shall not be unreasonably withheld.
- (e) No Hunting, Fishing and Recreation Camp or Accessory Structure shall be expanded or enlarged so as to exceed one (1) story in height or twenty (20) feet high as measured from the bottom of the foundation to the top of the peak of the roof.
- (f) Upon thirty (30) days prior written notice to Grantee, Grantor may locate or relocate Hunting, Fishing, and Recreation Camps and Accessory Structures, however, no such Camp or Accessory Structure shall be located or relocated within one hundred (100) feet of a river, pond, lake, nor within one hundred (100) feet of any perennial stream or government-regulated wetland. The baseline document must be revised to identify new locations of relocated structures.
- (g) For the purposes of this Modification and the Conservation Easement, "Accessory Structure" shall be defined as a structure that customarily accompanies a Hunting, Fishing and Recreation Camp and that is commonly associated with its use; such Accessory Structures include but are not limited to: outhouses; decks; enclosed porches; storage sheds; wood and machinery sheds; sheds for motorized vehicles; and docks. Furthermore, "deck" shall be defined as an accessory structure attached to or directly accessed from a Camp and which may or may not include: a roof, a raised platform above the surface of the ground and no more than one other solid wall beyond that shared with the Camp. The ground area or Building Footprint occupied by Accessory Structures shall not be considered part of the "Camp" Building Footprint. The cumulative total ground area or Building Footprint occupied by all Accessory Structures within each one (1) acre camp envelope cannot exceed five hundred (500) square feet.
- (h) For the purposes of this Modification and the Conservation Easement "Building Footprint" shall be defined as the largest two-dimensional square footage enclosed by or occupied by the external dimensions of a building or other Structure. Entry steps, railings, landing areas less than thirty (30) square feet and ramps for mobility impaired camp lessees shall not be considered part of the building footprint. In the case of three-sided, open-faced structures (such as firewood shelters or recreational lean-to shelters), or other open-sided structures (such as pavilions with no walls), the length of the open side(s) of the structure shall be included in calculations of Building Footprint area, and the footprint shall be as seen two-dimensionally from above.



- (i) Grantor reserves the right to exclude from the public recreation rights provided for herein, including the right to post such areas as restricted from public use, a one (1) acre camp envelope for each of the fifteen (15) Hunting, Fishing and Recreation Camp structures referenced above in the Reserved Rights Section 3 and which area shall contain all lease improvements including but not limited to Accessory Structures and mowed or improved areas (such areas referred to herein as "Recreation Camp Envelopes"). A Recreation Camp Envelope may contain more than one Camp and, in such instances, the Grantor may increase the size of the Camp Envelope by a factor of no more than one (1) acre per Camp structure occupying such Camp Envelope, provided however, grantor cannot exceed the maximum allowable fifteen (15) hunting, fishing, and recreation camp structures in addition to those six (6) allowable recreation camp envelopes and associated recreation camps listed in Item 2 of the Reserved Rights section.

**OTHER THAN THE MODIFICATION EXPRESSLY AGREED UPON HEREIN,**  
all rights, obligations, restrictions, terms, and conditions of the Conservation Easement not expressly modified or amended hereby are ratified and confirmed. To the extent that there is any conflict or inconsistency between the terms of this Modification and the 1999 Conservation Easement, the terms of this Modification will control.

**IN WITNESS WHEREOF,** the parties hereto have executed this Amendment the day and year first above written.

**JT GRANSHUE TIMBERLAND, LLC**

By: JTF Operating Partnership, L.P.,  
a Delaware limited partnership


Its: Sole Member

By: Jamestown Timberland GP, L.P.,  
a Delaware limited partnership

Its: General Partner

By: Jamestown Properties Corp.,  
a Georgia Corporation

Its: General Partner

By:   
Troy Harris,  
Asset Management  
Authorized Signatory

ACCEPTED:  
THE PEOPLE OF THE STATE OF  
NEW YORK, acting by and through their  
Commissioner of Environmental Conservation

By: *Nancy Lussier*  
Print Name: Nancy Lussier  
Its: Dr. MBS

GRANSHUE'S ACKNOWLEDGMENT:

STATE OF Georgia  
) ss.:  
COUNTY OF Fulton

On the 27<sup>th</sup> day of July in the year 2021, before me, the undersigned, personally appeared Troy Harris, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.



Wendy T. Chambers  
Notary Public, State of Georgia

STATE'S ACKNOWLEDGMENT:

STATE OF NEW YORK )  
) ss.:  
COUNTY OF Albany

On the 9 day of AUGUST in the year 2021, before me, the undersigned, personally appeared NANCY LUSSIER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

Richard W. Palmer  
Notary Public, State of New York

RICHARD W. PALMER  
Notary Public, State of New York  
No. 01PA6299773  
Qualified in Albany County  
Commission Expires March 24, 2022

RECORD AND RETURN TO:

Mr. Robert A. Burgher  
Superintendent of Real Property  
New York State Department  
of Environmental Conservation  
625 Broadway  
Albany, New York 12233