

This Indenture,

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JUL 29 1 15 PM '93

Made the 21st day of June

Nineteen Hundred and Ninety-Three

Between L. CORP., with a place of business at 73 Demars Boulevard,
Tupper Lake, New York 12986

a corporation organized under the laws of the State of New York

party of the first part, and

PATRICK D. STUDLEY and LINDA-MARIE C. STUDLEY, 157 Merlin Avenue,
North Tarrytown, New York 10591, Husband and Wife

Witnesseth that the party of the first part, in consideration of parties of the second part,
ONE AND No/100--

Dollar (\$ 1.00)

lawful money of the United States, and other good and valuable consideration
paid by the parties of the second part, does hereby grant and release unto the
parties of the second part, their heirs and assigns forever, ~~XXXX~~

A PORTION OF THAT TRACT, PIECE OR PARCEL OF LAND situate in the Town of Pierce-
field, County of St. Lawrence, State of New York, conveyed to L. Corp. by deed
from International Paper Realty Corporation dated May 11, 1989 and recorded
in the St. Lawrence County Clerk's Office on May 26, 1989 in Book 1029 of Deeds
at Page 638, and more particularly bounded and described as follows:

SEE SCHEDULE A ATTACHED HERETO
AND MADE A PART HEREOF

RECEIVED
\$ 260.00
REAL ESTATE
JUL 29 1993
TRANSFER TAX
ST. LAWRENCE
COUNTY

Deed BOOK 1070 PAGE 530

Orin B. Thomas

0004053

Record and return to:
David W. Johnson, Attorney
51 Lake Street
Tupper Lake, New York 12986

23.50
~~24.00~~
5.00

SCHEDULE A

ALL THAT TRACT, PART, PIECE OR PARCEL of land, situate in Lot 24, Township No. 6, and Lots 57 and 58 of Township No. 3, Great Tract 2, Macomb's Purchase, Town of Piercefield, County of St. Lawrence, State of New York, being more particularly bounded and described as follows:

BEGINNING at the point of centerline intersection of the **GULL POND ROAD** and New York State Route No. 3, and **RUNNING THENCE** southeasterly along the center of the **GULL POND ROAD**, a distance of 2989.87 feet, to a point, and to **THE TRUE POINT OF BEGINNING** of the parcel herein being described;

RUNNING THENCE the following four courses along the center of the **GULL POND ROAD**:

1. **S46°45'13"E**, a distance of 97.27 feet, to a point;
2. **THENCE S35°09'01"E**, a distance of 225.16 feet, to a point;
3. **THENCE S31°46'54"E**, a distance of 245.04 feet, to a point;
4. **THENCE S25°23'19"E**, a distance of 153.14 feet, to a point, and to the most southerly corner of the parcel herein being described;

THENCE TURNING and running **N88°58'22"E**, passing through an iron pipe at 26.10 feet, and passing through a lead plug in a drill hole at 38.95 feet, a total distance of 1341.10 feet, to a 5/8 inch iron rod, and to the southeasterly corner of the parcel herein described;

THENCE TURNING and running ^{JML} **N26°24'52"E**, a distance of 1513.35 feet, to a 5/8 inch iron rod;

THENCE RUNNING N08°40'52"E, passing through a drill hole in a boulder at 111.41 feet, a distance of 271 feet, more or less, to a point on the southerly shoreline of Piercefield Flow;

RUNNING THENCE westerly, along said shoreline, a distance of 1350 feet, more or less, to a point lying **N51°57'30"E**, a distance of 1541.6 feet, from the point of beginning of the parcel herein being described;

THENCE TURNING AND RUNNING S51°57'30"W, passing through a 3/4 inch iron pipe at 25 feet, a 3/4 inch iron pipe at 527.58 feet, a drill hole in a boulder at 1144.37 feet, and a 3/4 inch iron pipe at 1516.61 feet, a total distance of 1541.61 feet, to a point in the center of the **GULL POND ROAD** and to the **POINT OR PLACE OF BEGINNING** of the parcel herein being described, containing 51.6 acres of land, more or less.

BEING A PORTION OF lands belonging to **L. CORP.**, by virtue of a deed recorded in the Office of the St. Lawrence County Clerk in Book 1029 of Deeds at Page 638.

ALSO CONVEYING AND GRANTING a right of way and easement of ingress and egress in common with others over the existing gravel right of way for purposes of access to Gull Pond Road subject to the provisions of a Declaration of Easements and Covenants dated July 31, 1992 made by L. Corp. and recorded in the St. Lawrence County Clerk's Office on July 31, 1992 in Book 1060 at Page 962 and corrected by Declaration of Easements and Covenants recorded on February 8, 1993 in Book 1066 at Page 117.

SUBJECT TO all rights, title and interests held by the general public, and others, over that portion lying within the bounds of the **GULL POND ROAD**.

SUBJECT, also, to easements and rights of way of record, or discoverable by inspection of the parcel herein being described.

BEING LOT 3, as depicted on a subdivision map, prepared for **L. CORP.**, by Roderick N. Cobane, L.S., and filed in the Office of the St. Lawrence County Clerk in April of the year 1992.

The premises herein conveyed are **SUBJECT** to the following covenants, restrictions and conditions which shall run with, touch and concern the land and which covenants, restrictions and conditions shall benefit and may be enforced by the Adirondack Park Agency and State of New York, the Town of Piercefield and purchasers of lots in the named subdivision:

1. The lands conveyed herein are subject to Adirondack Park Agency Permit 91-2 issued September 18, 1991, the terms and conditions of which are binding upon the heirs, successors and assigns of the grantors and all subsequent grantees.

2. No boathouses shall be built on any lot or the shoreline of any lot, and no dock other than a common dock to be shared by lots 1 and 2 and a common dock to be shared by lots 3 and 4 shall be permitted. The dock for lots 1 and 2 shall be located between the shoreline and large boulder within the mean high water mark near the common lot line. Prior to construction of the common dock for lots 3 and 4 the location must be approved by the Adirondack Park Agency. The dock locations shall minimize visibility of the dock from the river and from Route 3.

Docks shall not be longer than 20 feet, wider than 6 feet or more than twelve inches above water nor shall they disturb wetlands. Docks shall be stained or painted a dark color except that such portions as shall be underwater shall not be treated with preservatives or other noxious substances.

Prior to the construction of any dock, a Town floodplain permit shall be obtained.

3. No lot may be further subdivided. There shall be permitted on each lot only one single family dwelling and accessory structures shall be located in the building envelope area as shown on the map entitled "L. Corp. Property Site Layout" by Andrew C. Abdallah, P.E. dated January 30, 1991, revised February 26, 1991 and June 4, 1991. No building shall be constructed on slopes greater than 15%, nor shall any building be constructed within 150 feet of the mean high water mark or the Raquette River or within 75 feet of any stream or wetland and not farther than 250 feet from the sewage absorption field.

4. Septic systems shall be constructed strictly in conformance with the site-septic sewage plans as shown on Sheet S-2, entitled "L. Corp. Detailed Site Layout and Sewage Disposal, Water Supply Details," by Andrew C. Abdallah, P.E. dated January 30, 1992 and revised February 26, 1991. Septic systems shall be located a minimum of 100 feet horizontally from any stream or wetland and a minimum of two feet vertically from seasonal high groundwater. These systems shall employ a shallow absorption trench type leaching system and shall include an upgradient surface water interception and diversion system. The construction of each system shall be inspected by a New York State licensed engineer, and the engineer shall certify in writing to the Agency prior to occupancy that the system is built in compliance with the approved specifications.

5. All driveways shall include culverts as necessary to maintain existing drainage patterns.

6. No vegetation shall be cut, culled, trimmed, pruned or otherwise disturbed or removed within 150 feet of the mean high water mark of the Raquette River, except that vegetation not exceeding two inches in diameter at breast height may be removed so as to allow a meandering path not exceeding five feet in width to be constructed on each lot to provide access to the shoreline. If steps are required to be constructed by lot purchasers they shall be constructed flush to the ground.

7. Within 100 feet of the centerline of Gull Pond Road, no vegetation may be cut, culled or otherwise removed except for an area not to exceed 25 feet in width for driveway construction and utility installation.

8. No cutting, trimming and pruning of existing trees shall occur beyond 15 feet from the approved house, accessory structures, sewage disposal system, driveway and utilities.

In any event, no more than one-half acre of clearing for the homesite shall occur. All disturbed areas shall be reclaimed by grading to a slope of three horizontal to one vertical and by mulching and revegetation within 15 days of attaining final grade and during the same growing season as the start of disturbance.

9. No new land use, development, vegetative cutting or "regulated activities" as defined by 9 NYCRR 578.3(n) including filling, draining or other activities which impairs the wetland functions, shall occur in or within 100 feet of wetlands, except the improvements to the existing logging road for the common driveway and utilities near the wetland.

10. No structures exceeding 35 feet in height may be constructed on the lots authorized herein. The height of the structure shall be measured from the point at which the structure meets lowest naturally occurring ground surface to the highest point of the structure. Any accessory structures shall be located behind the residences and shall be invisible from the river.

All structures, including the roof and trim, shall be painted or stained a dark green or brown color that is harmonious with the existing natural environment.

11. Prior to any timber harvesting, a Forest Management Plan shall be prepared by a forester from the New York State Department of Environmental Conservation list of "New York State Cooperating Consulting Forester," and shall be approved by the Adirondack Park Agency. The plan shall be prepared in accordance with the Adirondack Park Agency's guidelines for the preparation of such plans, and shall not include harvesting north of the existing logging road, in wetlands, within 100 feet of Gull Pond Road, or within 35 feet of intermittent streams.

12. No pesticides shall be used within 200 feet of any surface waters or wetlands on the project site without prior Agency approval of a chemical use plan, or formal determination of non-jurisdiction pursuant to 9 NYCRR Part 571.

13. Within the area labelled "Private Open Space" on the map referred to above, there shall be construction of buildings and there shall be no cutting or trees in excess of six inches in diameter at breast height, excepting, however, the cutting of

trees which are dead, diseased, dying or rotten or which pose safety or health hazards.

14. Within the areas labelled "Common Open Space" on all four lots depicted on the map referred to above, the restrictions set forth in paragraph 13 above shall apply except that in the portion of "Common Open Space" areas greater than 250 feet from the shoreline of Piercefield Flow an owner may engage in forest management activities in compliance with all applicable laws, rules and regulations and restrictions set forth in Paragraph 11 above and in addition, each lot owner shall have a mutual and reciprocal right to use said "Common Open Space" areas for private recreational walking and cross-country skiing and non-motorized nature study.

15. The premises herein conveyed are further subject to the Declaration of Easements and Covenants dated July 31, 1992 by L. Corp. and recorded in the St. Lawrence County Clerk's Office on July 31, 1992 in Book 1060 at Page 962, which was amended by Corrected Declaration of Easements and Covenants dated July 31, 1992 and recorded in the St. Lawrence County Clerk's Office on February 8, 1993 in Book 1066 at Page 117.

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

To have and to hold the premises herein granted unto the parties of the second part, their heirs and assigns forever.

And the party of the first part covenants as follows:

First. That the parties of the second part shall quietly enjoy the said premises;

Second. That the party of the first part will forever Warrant the title to said premises.

In Presence of

In Witness Whereof, the party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer this 21st day of June Nineteen Hundred and Ninety-Three

L. CORP.

By [Signature] JAMES M. LAVALLEY

State of New York } County of Franklin } before me personally came

ss. On this 21st day of June Nineteen Hundred and Ninety-Three

JAMES M. LAVALLEY

to me personally known, who, being by me duly sworn, did depose and say that he resides in Tupper Lake, New York that he is the Vice President of L. CORP. the corporation described in, and which executed, the within 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.

ALUVA M. MARCONI Notary Public in State of N.Y. Franklin County No. 44 My Comm. Expires Mar. 28 1994

[Signature] NOTARY PUBLIC