

Massawepie Conservation Easement Summary

Note: In case of conflict between the language of this summary and of the original easement, the original easement shall control.

The conservation easement lists the following considerations:

- 1) The protected property has been historically been used by the Boy Scouts as an educational resource.
- 2) The Legislature of the State of New York has declared the public policy to be conservation, preservation and protection of its environmental assets and natural and man-made resources, and has enacted Article 49, Title 3, of the Environmental Conservation Law to provide for and encourage the limitation and restriction of development and use of real property through conservation easements.
- 3) The property has significant natural resources and has not been extensively developed or exploited.
- 4) The property represents diverse wildlife habitat, plants and ecosystems, and offers unique recreational and educational opportunities.
- 5) The property contains several water bodies, wetlands, geologic features, and productive timberlands, and may be viewed from public roads.
- 6) The property contains a portion of the Massawepie Mire, a peatland with special natural communities.
- 7) The property is a breeding ground for the “threatened” spruce grouse listed in the Environmental Conservation Law.
- 8) The property has been carefully managed and contains valuable northern hardwoods.
- 9) There is a great public interest in additional public recreation opportunities in addition to hunting, fishing and trapping allowed by a NYSDEC Fish and Wildlife Cooperative Agreement.
- 10) The property contains a limited number of existing structures and facilities necessary for the current use by the grantor, located primarily in one area of the property, and use, maintenance and limited expansion will not adversely affect the conservation and recreational values of the property.

Grantee’s Affirmative Rights

Public Recreation Use: The grantor grants to the grantee and its successors and assigns the right of public access to the protected property for recreational purposes. This right of public access includes the following:

Uses: Hiking, mountaineering, tenting, camping, hunting, fishing, trapping, snowshoeing, ski touring, birding, nature study, boating, canoeing, kayaking, rowing, picnicking, swimming and other forms of primitive, unconfined recreational uses except as restricted in the easement. Horseback riding, other pack animals, and bicycles are allowed upon agreement by grantor and grantee.

Access: By foot including hiking, snowshoes, cross-country skiing, and boats by means of any navigable streams or bodies of water. Motor vehicle access is only on designated roads.

Roads: Public motor vehicles including automobiles, all-terrain vehicles, motorcycles, snowmobiles or other motor-driven vehicles and bicycles (except otherwise agreed upon) shall be limited to Town Line Road (Massawepie Road), Russell Road, and Carriage Road.

Closed to Use: There shall be no public use or access to the property (except by public road or navigable waterway) from June 15 through August 31 each year. There is no public use or access to the Base Camp Area, or within 50 feet of any buildings in Camp Forester.

Overnight Camping: Designated sites identified as “outposts” and “potential outposts”, other sites agreed upon by grantor and grantee, or other locations at least 150 feet from any designated site, road, trail, spring, stream, wetland, pond or other body of water.

Recreational Vehicles/Campers: Public may not stay overnight on property in a motor home, bus, van, recreational vehicle, camper trailer or other similar wheeled vehicle unless agreed upon by grantor and grantee.

Firewood: Firewood may be collected from dead and downed trees, only for on-site use to build fires for cooking or warmth. Open fires will be regulated in the same manner as on the Forest Preserve.

Hunting, Etc: Hunting, fishing and trapping is permitted September 1st through June 14th in accordance with established seasons and applicable rules and regulations.

Parking Lots: Grantee may construct 5 parking lots at designated locations. Additional lots may be developed if agreed upon by both parties. Parking lot size will be based upon mutual consent, though none may exceed ¼ acre in size except the Massawepie Lake access parking lot which will not exceed ½ acre in size. Parking lots will be bounded by stones, posts, or rails. All timber removed to construct parking lots shall belong to the grantor.

Motor Boats: Public restricted to electric motors only, not to exceed 4 horse-power nor be capable of speeds greater than 4 miles per hour. Publicly launched boats must be car top boats or canoes. Small boats may be launched from trailers at the designated site on Massawepie Lake.

Trees and Vegetation: Neither the public nor grantee may remove trees, vegetation, firewood, or other forest products, nor any live, dead or downed trees except as outlined for firewood or to construct parking lots.

Signage: Grantee will erect signage directing the public to designated parking lots, and informing public of restrictions on the property. Such signage will be erected at the entry to the property and at each parking lot. It is the responsibility of the grantor to erect appropriate signage around closure zones during timber harvest, and (at its option) at the Base Camp Area and the Forester buildings.

Boundaries: Both the grantor and grantee may, but neither is under obligation to mark boundaries or corners of the property. Grantee shall survey the Base Camp Area and physically delineate the boundaries of Camp Forester.

Garbage: Grantee shall remove garbage and trash from grantee or public activity in a timely manner.

Keys: Grantor will provide Grantee keys to all gates on the property for administrative and enforcement access purposes.

Limitations: Nothing listed above shall be construed as a limitation on any retained rights of grantor.

Fish and Wildlife Management: The grantee shall have the right to manage the fish and wildlife resources on the protected property for the long term use and benefit of the public and the grantor.

Preservation of the Protected Property: In response to natural disaster, environmental hazard or threats to human safety, grantee may take emergency action necessary to preserve the protected property while not interfering with the grantor's retained rights. The grantor will be immediately notified of such emergency action.

Right of Entry: Grantee, its agents, employees and representatives, may enter the protected property at all reasonable times for the purpose of inspecting the property for compliance with the conservation easement, enforcing the terms of the conservation easement, and taking action with respect to the protected property as may be necessary to appropriate the rights of the grantee. Grantor may accompany grantee on any such entry.

Restrictions and Provisions

Structures: For purposes of the conservation easement, the protected property is considered as two areas to which different restrictions apply, the "Base Camp Area" and the "Undevelopable Area". "Camp Forester" including the Forester buildings is located within the Undevelopable Area. Structures include but are not limited to any residence, building, tower, mobile home, bridge, dock, utility, pavilion, outhouse and other sanitary facility, bunkhouse, lean-to, camp, or other structure.

Structures in the Undevelopable Area: No structures of any kind may be constructed or placed within this area, except for the following:

- 1) Structures in existence at the time of the grant (including but not limited to utilities, the Mire and White Trail boardwalks, footbridge at Massawepie Outlet, Forester buildings) may be repaired, replaced, and maintained, in whole or in part, by like structures having the same or similar purpose. The footprint of any existing structures, including repairs or replacements may be expanded up to 10%.

Each “Outpost” and “Potential Outpost” includes a radius of 75 feet and may have an Adirondack style lean-to constructed by the grantee or grantor with grantee permission.

- 2) These lean-tos must be set back at least 25 feet from any water body or wetland or as agreed upon by both parties.
- 3) Grantor may construct outhouses or other sanitary facilities in the vicinity of each Outpost including water provision and septic structures and other appurtenances. Outhouses/sanitary facilities must be set back at least 150 feet from any water body or wetland unless agreed upon by both parties.
- 4) Non-residential structures necessary for forest management, road maintenance and erosion control activities including culverts, waterbars, gates, fences, barriers and signs.
- 5) With approval of the grantee the boardwalks on the White Trail crossing wetlands south of the Massawepie Outlet and adjacent to Massawepie Lake, and on the Mire may be expanded for pedestrian and wheelchair use.
- 6) New utilities may be constructed above or underground or underwater with grantee approval. Impacts to wetlands, lake shores and scenic characteristics should be minimized.
- 7) Within Camp Forester grantor may construct 5 additional accessory structures at least 150 feet from any public road and Deer Pond. An accessory structure means any structure or portion of a main structure customarily incidental and subordinate to principal land use or development and that customarily accompanies or is associated with such principal land use or development and which is not a principal building as that term is defined in the conservation easement. Tents, tent platforms and other temporary removable and seasonal structures (water buffaloes, port-a-johns, portable generator) shall not be defined as accessory structures or principal buildings and may be erected within Camp Forester.

Structures in the Base Camp Area: The following restrictions and provisions apply to the Base Camp Area of the protected property:

- 1) No structure may be constructed or placed within 100 feet from any wetland except:
 - a. As necessary for the maintenance of existing trails and roads as determined by grantor.
 - b. Structures in existence at the time of this grant within 100 feet from any wetland may be repaired, replaced, and maintained in whole or in part, by like structures having the same or similar purpose. The footprint of existing structures may be expanded by 10%, but not in the direction of water bodies or wetlands. Replacement of any septic or other sanitary facilities in existence within 100 feet from a wetland or water body must be set back at least 100 feet.
 - c. New utilities may be constructed above or underground or under water. Impacts to wetlands and scenic characteristics should be minimized.
- 2) No structures may be constructed or placed within 100 feet from any water body except for the following:
 - a. Existing structures may be repaired, replaced, and maintained, in whole or in part, by like structures having the same or similar purpose. Existing structures not currently used for residential or sleeping purposes may not be converted for such use. The footprint of existing structures may be expanded by 10%, but not in the

direction of water bodies or wetlands. Replacement of any septic or other sanitary facilities in existence within 100 feet from a wetland or water body must be set back at least 100 feet.

- b. Structures may be constructed within 50 feet of Catamount Pond within the “maintenance complex”.
 - c. Docks may be placed but must be temporary, not secured with permanent in-water footings, and are removed prior to ice up.
 - d. Non-residential structures necessary and appropriate to maintenance of roads and trails.
 - e. With grantee approval, grantor may construct and maintain water safety and other non-residential structures appropriate and necessary to camp waterfront uses in identified “existing beaches and associated waterfront areas.”
 - f. With grantee approval, grantor may construct and maintain any non-residential structures as necessary for the treatment of potable water within the Base Camp Area.
 - g. With grantee approval, grantor may construct non-residential, non-sanitary structures necessary and in support of its primary education programs. These structures should be open-sided, less than 600 square feet in size and be placed to minimize impacts to the natural scenic character of the shore and the natural shore habitat.
 - h. With grantee approval, grantor may clear and create new beaches and associated waterfront areas, including the construction of structures. Overall length of new and existing beaches and associated waterfront areas may not exceed 1,600 feet of the shoreline within the Base Camp Area.
 - i. With grantee approval, grantor may construct new utilities above or underground or under water. Impacts to wetlands and lake shores and scenic characteristics should be minimized.
 - j. New utilities may be constructed above or underground or under water. Impacts to wetlands and scenic characteristics should be minimized.
- 3) No more than 10 additional “principal buildings” as defined by the Adirondack Park Agency Act may be constructed within the Base Camp Area.

Development and Building Rights: No portion of the protected property shall be included for determining density, lot coverage, or open space requirements of other property under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development or principal building rights which have been encumbered, clustered or extinguished by the conservation easement shall be transferred to any other lands. This provision does not preclude such transfer to the Base Camp Area of the protected property of development or principal building rights otherwise allocated to the property in the Undevelopable Area (including Camp Forester) under applicable zoning or density regulations or as resulting from the destruction or demolition of any existing principal building on the property.

Laws: Any new land use, subdivision, construction and development must comply with all applicable local, state and/or federal laws.

Forest Resource Management: Forest management activities shall adhere to the following principles: maintenance of soil productivity, conservation of water quality, wetlands and riparian

zones; protection of scenic quality; maintenance or creation of a balance of forest ages classes

and native species composition; maintenance or improvement of the overall quality of the timber resource; conservation of viable populations of native plant and animal species. “Forest management” shall mean the right to manage the protected property for forest products, including the right to harvest for commercial forest management operations, (including but not limited to, the removal of forest products such as trees, logs, poles, posts, pulpwood, firewood, chips, seeds, pinestraw, stumps, seed cones, shrubs, lesser vegetation, and all sugar maple products); to plant trees in non-forested areas; to reforest, plant, grow and harvest forest products and other vegetation, and all sugar maple products); to plant trees in non-forested areas; to reforest, plant, grow and harvest forest products and other vegetation; to clear or restore forest cover damaged or destroyed by fire, water or natural disaster; to selectively prune or trim trees, foliage and other vegetation; to harvest forest products with mechanical equipment and/or with domestic animals; to apply any herbicides, pesticides, fungicides, rodenticides and insecticides as may be appropriate for forest management objectives and consistent with applicable statues and regulations; to clear areas necessary for the construction of permitted structures; and to maintain existing fields, meadows, roads, trails and landing yards including the use of culverts, fences and barriers.

Forest Management Restrictions on the Property:

- 1) Forest Management: Management should be in accordance with sound and generally accepted silvicultural standards, follow a written forest management plan with goals reflective of “Forest Resource Management” objectives and principles listed above, conducted under supervision of a professional DEC forester, DEC professional cooperating forester, or professional forester as defined by the Society of American Foresters. Forest management activities shall be guided by the New York State Department of Environmental Conservation policies and procedures, Title 8409.12 Timber Management Handbook or its successor and the above objectives and principles.
- 2) Timber Harvesting: Except for incidental removal of trees and shrubs, harvesting shall be conducted under supervision of a professional DEC forester, DEC professional cooperating forester or professional forester as defined by the Society of American Foresters, and adhere to U.S. Natural Resource Conservation Service standards and the current Society of American Foresters’ Timber Harvesting Guidelines for New York, LF-P185, or its successor. All harvesting and related activities shall be conducted in accordance with applicable rules, regulations, and the Environmental Conservation Law.
- 3) Forest Management Buffer Area: Except otherwise noted in the easement, no forest management activities may take place within the Forest Management Buffer Area shown in Exhibit B (except as necessary to maintain existing roads, utilities, new and existing trails and structures, views, and for safety concerns and protection of structures, or to create and maintain new and existing beaches).
- 4) Wetlands: Forest Management Activities may take place within 100 feet of wetlands within the Forest Management Buffer Area (identified in Exhibit B) only under the following conditions:
 - a. Proposed activities intended to enhance ecological goals related to native boreal species.
 - b. Proposed activities are approved by both parties in consultation with an independent third party science or education based entity.

- c. Activities are planned and supervised by a professional DEC forester, DEC professional cooperating forester or professional forester as defined by the Society of American Foresters in consultation with a qualified ecologist.
 - a. Activities adhere to the current Society of American Foresters' Timber Harvesting Guidelines for New York, LF-P185, or its successor and other standards listed by the easement.
- 5) Roads and Trails: No forest management activities may take place within 100 feet of either side of Massawepie (Town Line) Road, Russell Road and State Route 3 (except as necessary for road and trail maintenance, construction and safety). Grantor may maintain, repair, and construct trails and roads on the property necessary for permitted uses provided that landing yards may not be located within Forest Management buffer Areas shown in Exhibit B. Any grading or change in topography on roads and trails shall blend into the natural topography and be limited to the minimum necessary for uses permitted by the easement.
- 6) Closure Zones: Grantor may designate "closure zones" during timber harvest operations. Notification of closures should be provided to grantee at least 30 days in advance. Closed areas (grantor's option) may be posted as such by the grantor, for a maximum of 2 years. No more than 250 acres of the property may be closed at one time. The grantor is responsible to erect closure zone signs.

Mining: The only mining activities allowed are non-commercial sand and gravel extraction for use by the grantor and grantee on the protected property. Sand and gravel may be extracted from the existing pit shown on Exhibit B and a second pit, for which the location will be mutually agreed upon by the parties. The second pit may not be located within the Forest Management Buffer Area. Neither pit shall exceed 2.5 acres of disturbance. If a second pit location cannot be found the grantor may expand the existing pit without regard to the Forest Management Buffer Area, to a total of 3 acres. The half acre expansion must be located to the northeast or east of the existing area. Both sand/gravel pits shall conform to applicable laws, and be regraded to a slope of one-on-two when activities cease. The regraded area shall be reseeded with a mixture of 20 pounds red fescue, 2 pounds red top clover and 8 pounds trefoil per acre following regrading. Soil extraction, grading and excavation for new structures, roads, trails and landings is permitted, including septic facilities is allowed.

Waste Disposal: There shall be no dumping of trash, garbage, oil or other petroleum products or waste, or hazardous waste, nor storage of hazardous waste (except legal storage incidental to the operation and maintenance of the property) nor substantially changing of topography through the placing of soil or other substance or material (land fill, dredging spoils) except that slash from timber harvest operations may be left on the property and rubble from the removal of structures on the property may be buried (provided rubble does not contain hazardous waste and is buried at least 100 feet from any wetland, stream, lake or other water body).

Reserved Rights

The grantor reserves to itself, its successors, lessees, invitees, contractors, and assigns the following rights with regards to the property.

Use: The right to perform any act not specifically prohibited or restricted by the conservation easement, including but not limited to, the right of exclusive use, possession and enjoyment of the protected property, including all rights as fee owner to the protected property and the right to use the protected property for all purposes not inconsistent with the conservation easement.

Conveyance: The right to give, sell, assign, lease, mortgage or otherwise transfer all or any portion of the protected property by operation of law, by deed, or by indenture, subject and subordinate to the conservation easement.

Protection: The right to take action necessary to preserve water levels, to preserve the natural purity of the water, or to prevent the erosion of any slope or shoreline on the protected property, provided the written consent of the grantee is first obtained, and any appropriate permits are obtained.

Emergency Action: In response to natural disaster, environmental hazards, or threats to human safety, grantor may take emergency action to preserve and protect grantor's rights.

Terms and Conditions

Perpetuity: The grantor, for itself and its successors and assigns, and the grantee agree that the terms of the conservation easement are to be construed to preserve perpetually the protected property in its natural condition, but not impair the exercise of Reserved Rights.

Failure to Act: The grantor and grantee shall make every reasonable effort to abide by the terms of the conservation easement. Failure of the grantee or grantor to insist upon the strict performance of any terms, conditions, covenants, or restrictions shall not be deemed a waiver of, or bar enforcement of subsequent breaches or noncompliance with terms, covenants or restrictions contained in the easement.

Physical Inspection Report: The grantor and grantee agree that within 6 months of the recording of the conservation easement a report of physical inspection of the protected property will be completed by the grantee at no expense to the grantor (except any involvement of grantor staff). The physical inspection report will accurately and completely describe the existing condition of the protected property, and be signed by both the grantor and grantee. Copies of the report shall be available on any reasonable request of the grantor, its successors and assigns. The report may include but is not limited to the following items: appropriate survey maps and maps from the United States Geological Survey, maps of the property showing all existing manmade improvement or incursions (such as roads, buildings, land-use, other structures, gravel pits) maps and/or descriptions of natural features, forest resources and habitat on the property, aerial photographs at an appropriate scale taken as close as possible to the date the easement was recorded, on-site photographs, and an affidavit subscribed by the grantor and grantee indicating the report accurately and completely describes the protected property. The report will be

updated with addenda as conditions change over time on the property, and the addenda will be available to the grantor upon request.

Enforcement

Grantee's Rights: In the event of a breach of any of the covenants, restrictions, terms or conditions of the conservation easement, the grantee shall notify the grantor of such noncompliance. Such notice will identify how the grantor may cure noncompliance and give the grantor a reasonable timeframe in which to do so considering the severe weather conditions that exist from November through April of each year. When the timeframe for curing breaches has expired the grantee shall notify the grantor of any failures to cure deficiencies. The grantor shall then have an additional 15 days from receipt of such notice to cure deficiencies. Following this 15 day period the grantee may commence legal proceedings to require compliance with terms of the conservation easement. It is understood and agreed by the parties that the grantor, its successors and assigns shall not be liable for any changes to the protected property caused by natural disaster or acts of God, acts of the grantee, its agents and representatives or the acts of the public while on the property pursuant of public access rights granted by the easement.

Grantor's Rights: In the event of a breach of any of the covenants, restrictions, terms or conditions of the conservation easement, the grantor shall notify the grantee of such noncompliance. Such notice will identify how the grantee may cure noncompliance and give the grantee a reasonable timeframe in which to do so considering the severe weather conditions that exist from November through April of each year. When the timeframe for curing breaches has expired the grantor shall notify the grantee of any failures to cure deficiencies. The grantee shall then have an additional 15 days from receipt of such notice to cure deficiencies. Following this 15 day period the grantor may a) commence legal proceedings to require compliance with terms of the conservation easement and/or at its option, close the protected property to public access and use until the failure is cured. It is understood and agreed by the parties that the grantee, its successors and assigns shall not be liable for any changes to the protected property caused by natural disaster or acts of God, acts of the grantor, its agents and representatives while on the property pursuant of public access rights granted by the easement.

Disputes: The parties agree that to the extent permissible the provisions of section 3222 of the Civil Practice Law and Rules or successor, will govern any dispute between the grantor and grantee.

Fee Title: It is understood and agreed by the parties that the underlying fee title to the protected property remains in the grantor, subject to the terms of the conservation easement, and that the lands constituting the protected property do not, by the granting of this conservation easement, become part of the Forest Preserve.

Permits: Acquisition of the conservation easement does not remove the necessity of the grantor for obtaining any permit and/or approval from any governmental agency having jurisdiction which may be required for normal maintenance, construction, changes in land use, or any other activity on the protected property.

Amendment: The conservation easement may be amended by the parties by mutual agreement in writing, executed by both parties and recorded in the St. Lawrence County Clerk's office, or in accordance with provisions of section 49-0307 of the Environmental Conservation Law or successor.

Consent and Approval and Notices: Except as otherwise noted it is mutually agreed that whenever a consent or approval is required from or notice required to either the grantor or grantee, the party seeking the consent or approval or giving notice shall send written request for such consent or approval by personal service or delivered by certified mail return receipt requested to the address of the other party provided and said party shall respond within 20 days of its receipt. If the consenting or approving party fails to respond in writing within 20 days, its consent or approval shall be deemed given and notice deemed adequately given. It is mutually agreed that consent or approval shall not be arbitrarily or unreasonably withheld and shall be judged solely on the consistency of the proposed action with the purposes and conditions of the conservation easement.

Addresses: Any notice required to be sent to the grantor shall be addressed to: Seneca Waterways Council, Inc., 2320 Brighton Henrietta Town Line Rd., Rochester, NY, 14623, ATTN: Council Executive or as otherwise provided. Any notice required to be sent to the grantee shall be addressed to: Regional Director, New York State Department of Environmental Conservation, 317 Washington Street, Watertown, NY 13601 with a copy to Director, Division of Lands and Forests, NYS Dept. of Environmental Conservation, 50 Wolf Road, Albany, NY, 12233-4250, or as otherwise provided. Either party may change the individual or address to which notices are to be sent by giving written notice thereof to the other party.

Other Parties: The grantor and grantee will cooperate in the enforcement of the terms of the conservation easement. If the grantee determines that legal proceedings are necessary against some party other than the grantor, its successors, assigns, agents, contractors, invitees, then the grantor may agree to join the grantee in pursuing such legal proceeding provided that the grantor is not obligated to expend any funds other than for its review of papers and execution.

Captions: The captions listed within the conservation easement are solely for convenience of reference and are not part of the conservation easement itself.

Further Covenants and Representations

Taxes: The parties, their successors and assigns, covenant and agree to pay all taxes and assessments lawfully assessed against their respective interest in the protected property and upon request to furnish to the other party copies of tax receipts showing such payment.

Subsequent Conveyances: The grantor for itself and successors and assigns covenants and agrees that any subsequent conveyance of the protected property, except one to the grantee, or any lease, mortgage, or other transfer or encumbrance of the property shall be subject to the conservation easement. Any instrument used for such transfer, lease, mortgage or encumbrance shall contain the following statement: "This (grant, lease, mortgage, easement, etc.) is subject to

a certain conservation easement entered into between Otetiana Council, Inc. and The People of the State of New York, dated May 6, 1998, and recorded in the Office of The Clerk of St. Lawrence County; instrument ID 1998-00000884.”

Grantee’s Negligence: The grantee, agrees to hold the grantor harmless against claims, loss, damage and expense the grantor may suffer as a result of the grantee’s negligence in the course of exercising its rights within the terms of the easement. The grantor is obligated to inform the grantee of any summons, complaint, process notice, demand, or pleading within fifteen days of receipt of such and cooperate in defense and/or appeal. The grantee may be represented by the state Attorney General if appropriate , or if the Attorney General determines that his representation would be inappropriate, then by private counsel of grantor’s choice subject to the approval of the Attorney General.

Severability: Both parties agree that the provisions of the easement are severable.

Additional Covenants: The grantee may enjoy conveyed rights under the easement. Also, at the time of grant the property was free from encumbrances, subject to easements, covenants or other recorded restrictions. The grantor will execute or procure assurance of the title to the property as requested by the grantee. Lastly, the grantor will forever warrant the title to the premises.

EXHIBIT C

Sign Plan Massawepie Easement

A. **Area Signs** - DEC will make signs, designed in cooperation with Massawepie

Rt. 3 and Massawepie Road; and Southern boundary on Massawepie Road	<ul style="list-style-type: none">.Parties involved.Acreage.Closed/open to use period.Park in designated areas only.Motor boats prohibited.Maps & info. at parking lots
Carriage Road at Massawepie Rd; and Russell Road at Massawepie Road	<ul style="list-style-type: none">.Parties involved.Acreage.Closed/open to use period

B. **Parking Lots** - DEC will make signs, designed in cooperation with Massawepie

Massawepie L./Catamount Pond	<ul style="list-style-type: none">. Large painted/routed wooden sign map of entire area. Entrance sign to parking area noting area map and indicating parking in designated parking areas only. Applicable rules & regs. including especially those unique to Massawepie such as, "No overnight Occupation of RV's". Trail register, brochure holder. Closed/open sign on entrance sign
All Other Parking Areas	<ul style="list-style-type: none">. Entrance sign indicating parking in designated parking areas only. Trailhead type trail register/info. station w/small map & brochures. Applicable rules & regs, especially those unique to Massawepie. Closed/open sign on entrance sign

C. Boundaries

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| Roads at intersection w/exterior boundaries | .Area signs as indicated under A. |
| Roads & trails at intersection w/base camp boundaries | .Base camp area - No public use allowed /Leaving base camp area Public use allowed |
| -DEC will make signs, designed in cooperation with Massawepie | |
| Base Camp Boundaries | .Posted sign indicating boundary of base camp area/no public use |
| - Massawepie design and install, DEC will be able to print up | .May want to pub up signs off Massawepie Road on roads not open to the public within the base camp area |
| Protected Property Boundary | . Conservation easement sign as now designed, standard sign lists both owners, and would indicate "Public Use Sept. 1- June 15 only" (See attached example) |
| -DEC will make and install | |

D. Trails, Campsites

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| -DEC can make signs for campsites and trails, designed in cooperation w/Massawepie | . Signs indicating trailheads, trail name, destination, distance, & trail markers, and campsite location (when within 150' of trail, road, waterbody or is otherwise desirable to mark a campsite). |
| Massawepie name for campsites/outposts takes priority | |

E. Time Frame

All signs for A,B and C will be in place before the Massawepie Conservation Easement lands are open to the public except:

- signs for parking lots where the lot has not been built or opened for use
- posted signs for exterior protected property boundary until boundary line is identified or surveyed
- trails and campsite signs both parties feel are not yet necessary

The remainder of signing will be in place within six months of the easement lands being open to the public.

DSS:jes
June 24, 1997