

RECORDED NOV. 4, 1996

L 45 P M. DECK 214

at Deeds

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AND SIGNED

Margaret P. Perkins

By John A. Zarecki, Deputy

Easement

WHEREAS American Wilderness Resources, Inc., is the owner of a tract or parcel of land in the Town of Arietta, County of Hamilton, State of New York, Tax Map parcel 136.00-1-6; and

WHEREAS Spy Lake Corporation, a domestic corporation, is the purchaser from American Wilderness Resources, Inc. of the real property referred to above, and will become the Owner at or about the time this Agreement is executed and wishes to be a Party hereto;

WHEREAS said parcel contains a Dam commonly referred to as Piseco Outlet Dam; and

WHEREAS said Dam has an impact upon the water level and water quality of Piseco Lake; and

WHEREAS the Town of Arietta has maintained said Piseco Outlet Dam for many years prior to the date hereof and wishes to continue to maintain same in its current condition; and

WHEREAS American Wilderness Resources, Inc., and Spy Lake Corporation are willing to grant the Town of Arietta an easement for the Piseco Outlet Dam on the terms set forth below;

Now Therefore, the Parties agree as follow:

1. American Wilderness Resources, Inc., ("Owner") is a domestic corporation with its principal place of business at 138 Quaker Rd., Queensbury, N.Y. and, Spy Lake Corporation is a domestic corporation and is also referred to as Owner.
2. The Town of Arietta is a duly organized municipality of the State of New York.
3. Owner hereby grants a permanent easement to the Town of Arietta as follows:
 - a) to maintain, restore and renew the Piseco Outlet Dam on the southern most portion of Piseco Outlet, as shown on Tax Map No. 136.000-1-6.
 - b) the use of a right of way over and across a private road on Owner's property which extends from N.Y. State Route 10 to the approximate vicinity of the Piseco Outlet Dam. Said access to be limited to the use and maintenance of the Piseco Outlet Dam.

4. The Town of Arietta agrees to maintain, restore and renew the Piseco Outlet Dam, or cause same to be done on its behalf, at its sole expense.

5. The Owner has taken all steps necessary to authorize the execution of this agreement by the corporate officer who signed this agreement below and to make same binding upon Owner.

6. The Town of Arietta has taken all steps necessary pursuant to Town Law to authorize the execution of this agreement by its Supervisor, Henry Rogers, and to make same binding upon the Town of Arietta.

7. The Town hereby agrees to protect, defend and hold harmless the Owner from any claim, damage, cost or expense, including without limitation, reasonable attorney's fees, for any and all injuries to people or property which arise out of the Town of Arietta's use of the easement granted herein. At Owner's request, the Town of Arietta will make diligent efforts to have Owner named on its then existing and applicable insurance policies.

8. The Town shall repair or cause to be repaired any damage caused by the Town, its agents or employees, to the real property of the Owner as a result of the Town's performance of its obligations as noted in paragraphs 3 and 4 herein.

9. The Owner reserves the right to change the location of the right of way to the dam from time to time as the necessity may arise, extending, however, at all times, to the Town the right of ingress and egress from County Route 10 to the dam over said private road which shall be of sufficient width and shall be passable for automobiles, trucks and tractors.

10. The Town shall not assign its rights herein without the prior written consent of the Owner, which consent shall not be unreasonably withheld.

11. This agreement shall inure to, and be binding upon, the Parties, their heirs, successors and assigns.

12. This agreement shall be governed by the laws of the State of New York and the Parties hereby consent to Hamilton County as the venue for any action involving this agreement.

By: [Signature]

Title: American Wilderness Resources, Inc.

STATE OF NEW YORK)
COUNTY OF Saratoga) ss:

On the 19 day of September 1996, before me personally came Keith W. Busch to me known, who, being by me duly sworn, did depose and say that he resides at No. Bolton Landing, NY

that he is the President of American Wilderness Resources, Inc., the corporation described in and which executed the foregoing 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
MARTIN W. POZEFSKY
Notary Public, State of New York
Qualified in Saratoga County #4832929
Commission Expires November 30, 1997

By: Henry D. Rogers
Henry Rogers
Supervisor
Town of Arietta

STATE OF NEW YORK)
COUNTY OF Hamilton) ss:

On the 4th day of November 1996, before me personally came
Henry Rogers

to me known to be the individual described in and the Supervisor of the Town of Arietta and who executed the foregoing instrument, affirmed that he was authorized to execute this instrument acknowledged that he executed the same.

Mary A. Lichorowicz
Notary Public

Mary A. Lichorowicz
Notary Public, State of New York
No. 01LI5053792
Qualified in Hamilton County
Commission Expires Dec. 26, 1997

Mary A. Lichorowicz
Notary Public, State of New York
No. 01LI5053792
Qualified in Hamilton County
Commission Expires Dec. 26, 1997

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By: Takashi InoueTitle: President
Spy Lake CorporationSTATE OF NEW YORK)
COUNTY OF SARATOGA) ss:

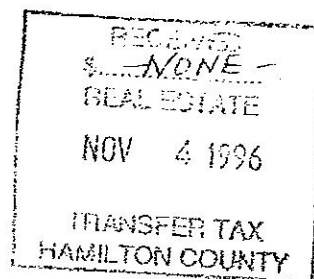
On the 29th day of September 1996, before me personally came Takashi Inoue to me known, who, being by me duly sworn, did depose and say that he resides at No. 285 Greeley Avenue Sayville, NY 12822 that he is the President of SPY LAKE CORPORATION, the corporation described in and which executed the foregoing 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.

Anthony J. Amodeo, Jr.
Notary Public

RL7743

ANTHONY J. AMODEO, JR.
Notary Public, State of New York
No. 02AM4801422
Qualified in Albany County
Commission Expires June 30, 1997

1996



Combined Real Property Transfer Gains Tax Affidavit Real Estate Transfer Tax Return Credit Line Mortgage Certificate

See instructions (TP-584-I) before completing this form. Please print or type.

Schedule A - Information Relating to Conveyance

(Transferor/grantor)	Name (if individual; last, first, middle initial) American Wilderness Resources, Inc.	Social security number
<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation	Mailing address 138 QUAKER RD, QUEENSBURY, N.Y.	Federal employer identification number 22 2918673
<input type="checkbox"/> Partnership <input type="checkbox"/> Other		Social security number
(Transferee/grantee)	Name (if individual; last, first, middle initial) TOWN OF ARIETTA	Federal employer identification number
<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation	Mailing address Lake Pleasant NY	Social security number
<input type="checkbox"/> Partnership <input type="checkbox"/> Other		Federal employer identification number 17 6062069

Location and description of property conveyed

Tax map designation			Address	City/Village	Town	County
Section	Block	Lot				
136.00	1	6			ARIETTA	HAMILTON

Type of property conveyed (check applicable box)

- ☐ 1 - 3 family house
☐ 2 Residential cooperative
☐ 3 Residential condominium
☐ 4 Vacant land
☐ 5 Commercial/Industrial
☐ 6 Apartment building
☐ 7 Office building
☒ 8 Other

Date of conveyance

14 29 96
month day year

Percentage of real property conveyed which is residential real property _____ %
(see instructions)

Condition of conveyance (check all that apply)

- a. ☐ Conveyance of fee interest
 b. ☐ Acquisition of a controlling interest (state percentage acquired _____ %)
 c. ☐ Transfer of a controlling interest (state percentage transferred _____ %)
 d. ☐ Conveyance to cooperative housing corporation
 e. ☐ Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)
 f. ☐ Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)
 g. ☐ Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)
 h. ☐ Conveyance of cooperative apartment(s)
 i. ☐ Syndication
 j. ☐ Conveyance of air rights or development rights
 k. ☐ Contract assignment
 l. ☐ Option assignment or surrender
 m. ☐ Leasehold assignment or surrender
 n. ☐ Leasehold grant
 o. ☒ Conveyance of an easement
 p. ☐ Conveyance for which exemption from transfer tax is claimed (complete Schedule C, Part III)
 q. ☐ Conveyance of property partly within and partly without the state
 r. ☐ Other (describe) _____

Schedule B - Real Property Transfer Gains Tax Affidavit (Article 31-B of the Tax Law)

- ☐ Check this box if a Tentative Assessment and Return is being filed with respect to your current transfer, and proceed to Schedule C without completing the following affidavit. Also, enter the assessment number shown on the Tentative Assessment: _____

I (we) certify that: (check appropriate box)

- 1 ☐ The transfer of real property consists of the execution of a contract to sell real property without the use or occupancy of such property or the granting of an option to purchase real property without the use or occupancy of such property.
 2 ☐ The transfer is a transfer of real property where the consideration is less than \$500,000, and the transfer is neither (A) pursuant to a cooperative or condominium plan, nor (B) a partial or successive transfer (i.e., a transfer that is one of a series of transfers of contiguous or adjacent interests in real property e.g., subdivided parcels).
 3 ☐ The transfer is a transfer of real property by tenants in common, joint tenants or tenants by the entirety where the aggregate consideration is less than \$500,000. (All such transferors must sign this form.)
 4 ☐ The conveyance is not a transfer of real property within the meaning of section 1440.7 of Article 31-B of the Tax Law. (Attach documents supporting such claim, and sign on back as required.)
 5 ☐ The transfer of real property consists of premises wholly occupied and used by the transferor exclusively as his residence, including a cooperative apartment or condominium occupied by the transferor exclusively as a residence. (This exemption may only be claimed and attested to by a transferor that is an individual, estate or trust.)
 6 ☐ Transferor is the state of New York, or any of its agencies, instrumentalities, political subdivisions, or public corporations, including a public corporation created pursuant to an agreement or compact with another state or Canada.
 7 ☐ Transferor is the United Nations or any other international organization of which the United States is a member, the United States of America or any of its agencies or instrumentalities.

Schedule C - Real Estate Transfer Tax Return (Article 31 of the Tax Law)

Part I - Computation of Tax Due

- 1 Enter amount of consideration for conveyance (if you are claiming a total exemption from tax, enter consideration and proceed to Part III) _____

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