

CONSERVATION EASEMENT AGREEMENT

THIS CONSERVATION EASEMENT AGREEMENT, made and entered into as of the _____ day of _____, 2018, by **SHINRIN YOKU LLC**, a New York State Limited Liability Company, organized under the Limited Liability Company Law of New York State, with a mailing address of 3 Wythe Lane, Brooklyn, New York, 11249, hereinafter referred to as the “Grantor”; and

THE TOWN OF GARDINER, a New York Municipal Corporation and one of the Towns of the County of Ulster, State of New York, with municipal offices located at 2340 Route 44/55, Post Office Box 1, Gardiner, New York, 12525, hereinafter referred to as the “Grantee”.

WITNESSETH

A. WHEREAS, the Grantor is the sole owner in fee simple of certain real property (“the Property”) consisting of a parcel of land situate, lying, and being in the Town of Gardiner, County of Ulster, and State of New York, said property being more particularly described and shown upon a certain map entitled “Conservation Easement Plan,” as made by Medenbach and Eggers, PC and which map was filed within the Offices of the Ulster County Clerk as Map Number _____, reference to which is hereby made for a more complete description [S/B/L #93.4-1-42.100]; and,

B. WHEREAS, the Town of Gardiner Planning Board granted Final Lot Line Revision Approval for the parcel aforesaid on _____, 2018, and as a part of the administrative review of the lodging project known as “Heartwood”, the Grantor has represented that a portion of the Grantor’s ___ acre project premises will be subject to and affected by this Conservation Easement, which shall protect and conserve _____ acres of lands as shown upon the filed Lot Line Revision Map, the filed Conservation Easement Plan, and as otherwise described within Schedule “A” annexed, hereinafter the “Property” or “Easement Area”; and,

C. WHEREAS, the Grantor and the Grantee desire to protect and conserve the _____ acres of Conservation Easement area herein described and prevent the development of said lands, except as otherwise provided for herein, in order to foster the scenic, ecological, and environmental values of said lands; and,

D. WHEREAS, the Grantor and the Grantee are further desirous of having this Conservation Easement serve the health, safety, and general welfare of the Town of Gardiner by providing for the Town of Gardiner’s right, at law and in equity, to enforce this Conservation Easement.

E. WHEREAS, the conservation easement lands aforesaid are part of the Heartwood Project, said project having further garnered site development plan and special use permit Approvals from the Town of Gardiner Planning Board on _____, 2018; and,

F. WHEREAS, this Instrument is to be recorded within the Offices of the Ulster County Clerk immediately following the full execution hereof.

NOW, THEREFORE, in consideration of all of the foregoing recitals and the terms, conditions, and covenants contained herein, together with other good and valuable consideration, the receipt and authenticity of which are hereby acknowledged, the Grantor and Grantee hereby agree as follows:

1. GRANT OF CONSERVATION EASEMENT.

Grantor voluntarily imposes and grants to the Town of Gardiner a perpetual conservation easement (the "Conservation Easement") over the Property for the benefit of the Town of Gardiner and the Grantor, which Conservation Easement shall touch, concern, run with and bind the Property in perpetuity. [Said Conservation Easement is to encumber the lands as more particularly described as "the Easement Area" and as set forth within Schedule "A" annexed].

The general public shall not have the authority, right, or ability to enforce any of the terms, covenants or conditions of this Conservation Easement. Nor shall the general public have any right to utilize the easement areas herein described for any purposes whatsoever. The Grantee shall not have the right to grant permission to any persons, entities or others to utilize the easement areas herein described, except as stated herein.

2. PURPOSE.

The purpose of this Conservation Easement is to perpetually conserve and protect the Easement area for the enjoyment and benefit of the Grantor, the Town of Gardiner, and the Grantor's invitees, licensees, and guests utilizing the Heartwood Lodging Facility. The property comprising the lands affected by this Conservation Easement shall be held, conveyed, and transferred subject to the covenants and restrictions herein in all instances. Grantor and Grantee share the common desire to conserve the Easement Area and its resources by conveyance of this Conservation Easement.

3. IMPLEMENTATION.

This Conservation Easement shall be implemented by limiting and restricting the development, management and use of the Property in accordance with the provisions of this Conservation Easement. The terms of this Conservation Easement are subject to all applicable laws and regulations of the Town of Gardiner and the State of New York. This Conservation Easement and the Property devoted to said Conservation Easement shall be maintained and utilized in an environmentally sustainable manner, which is consistent with this Agreement. Pursuant to Section 247 of the General Municipal Law and/or Section 49-0301 through 49-0311 of the Environmental Conservation Law, said Conservation Easement shall limit the Property affected hereby to the following uses: Recreation, protection of natural resources, or similar conservation purposes.

4. DEFINITIONS.

a.) As used in this Conservation Easement, the term "Grantor" includes the original Grantor herein, its heirs, successors and assigns, including the owner(s) of record title and/or the owner of any beneficial equity interest and/or possession interest in the Property or any portion thereof.

b.) the term Grantee includes the original Grantee herein, its successors and assigns.

c.) As used in this Conservation Easement, the term "bona fide conservation organization" shall be defined pursuant to the Conservation Law of New York State.

5. RESERVED RIGHTS.

Subject to the restrictions and covenants set forth in this Conservation Easement, the Grantor reserves for themselves and their successors in interest with respect to the Property, all rights at law and in equity with respect to the Property, including, without limitation, the right of exclusive use, possession and enjoyment of the Property, and the right to sell, transfer, lease, mortgage or otherwise encumber the Property, as owner, as well as the right to exclude any member of the public from trespassing on the Property. Nothing contained herein shall be construed as a grant to the general public of any right to enter upon or utilize any part of the Property. Nothing in this Conservation Easement shall limit, abrogate, nullify, or otherwise adversely affect the Grantor's retained rights to develop and occupy the areas of the lands which are not affected by this Declaration, pursuant to all Approvals granted for the Heartwood Projectand in accordance with the filed maps. In any instance where there is a conflict between this Instrument and the filed maps, the filed maps shall be controlling.

6. DECLARATION OF RESTRICTIONS.

The following activities are expressly prohibited within the Easement Area:

a.) Cutting or removing of trees and the harvesting of timber shall be prohibited, except to the minimum extent necessary to: (1) remove trees and limbs which are dead, diseased, or dangerous.

b.) Excavation or alteration of natural resources within the Easement Area, to this end, no topsoil, sand, gravel, rock, or mineral shall be excavated, disturbed, or removed from the Easement Area, except as may be shown upon the filed maps.

c.) Construction or maintenance of buildings, structures, walls, monuments, pipes, conduits, wire, or other improvements (hereinafter "improvements"), except improvements may be shown upon the filed subdivision maps or the site plan maps.

- d.) Creation of any impervious surfaces.
- e.) Storage of any vehicles, mobile home, truck, tractor, trailer, camper, boat, or other vehicle, nor repair thereof.
- f.) Placement, construction, or maintenance of wells, drainage structures, impervious surfaces or other improvements affecting surface water or groundwater, other than as permitted pursuant to the Town of Gardiner Zoning Law and/or Subdivision Regulations and/or as shown on the filed maps, but this shall not preclude the utilization, repair, replacement and maintenance of existing drainage pipes or the creation of retention ponds and/or drainage improvements with the approval of the Town Engineer in order to sustain stormwater pollution prevention plans for the premises.
- g.) Disturbance within the drip line of trees located within the boundaries of the Easement Area, whether the drip line of such trees is located inside or outside of the Easement Area.
- h.) Placement or maintenance of ashes, trash, rubbish, garbage, yard debris, waste oil, petroleum products, toxic substances, hazardous materials, fill materials, or any unsightly and offensive materials.
- i.) The Easement Area shall be managed in accordance with sound and generally accepted soil and water conservation practices. No pesticide, herbicide, fertilizer, or other chemical treatment for land, vegetation, or animals shall be used within the Easement Area.
- j.) Leg holds, conabear implements, and trapping of all kind is prohibited upon the Easement Area.
- k.) All terrain vehicles, motorcycles, minibikes, and snowmobiles are prohibited for use upon the Easement Area.
- l.) This Conservation Easement is restricted so that amendment to permit residential use of the open space beyond that which is stated within this Instrument shall be prohibited.
- m.) No livestock or animal grazing shall be permitted within the Easement Area.
- n.) No Build Area. The Declarants hereby further create and impose a protective “No Build Area” as applicable to the ____ acres of “Open Space” as shown upon the Conservation Easement Plan and the associated Lot Line Revision Map. Said No Build Area shall be applicable to ____ acres of lands which are adjacent to the Shawangunk Kill and said lands shall be maintained as a private deed restriction and negative easement upon the lands of the Declarants as described herein. [A metes and bounds description of said No Build Area is annexed hereto and made a part hereof as Exhibit “B”.] Said No Build Area shall be further governed by the following additional restrictions and conditions:

I. There shall be no building, emplacing, or constructing of buildings or structures of any kind within the No Build Area, except as herein set forth.

II. The purpose of this No Build Area is to conserve, buffer, and protect the No Build Area for the enjoyment, benefit, and use of the invitees, licensees, and guests of the Grantor, as well as the Town of Gardiner, while conserving the scenic character and protecting the environment of the Shawangunk Kill area.

III. Notwithstanding the references to such "No Build Area", the Grantor and Grantor's invitees, licensees, and guests shall have the right, in accordance with federal, state, and local laws and regulations, to utilize said No Build Area for the following purposes:

i) To utilize the Open Space for walking, hiking, running, and biking along natural and/or constructed trails, as well as for access to the Shawangunk Kill for all lawful recreational purposes.

ii) Any lawfully approved purposes under law and those purposes as shown upon the Heartwood Project site plan.

iii) The above described Open Space shall be improved by the Heartwood trail system and be maintained in a natural state and may be used only for access to the Shawangunk Kill and for walking, hiking, running, or biking and as set forth within this Instrument. Signage in accordance with NYSDEC requirements, as well as wayfinding signage for lodging guests, shall be permitted.

iv) No structures or impervious surfaces of any kind shall be constructed in the Open Space, excepting a kayak/canoe launch area if lawfully approved pursuant to all Local and New York State Approvals.

v) The Open Space designation shall be perpetual and shall be binding upon the heirs, successors, or assigns of the Declarants and any future owners of the Property affected by this No Build Area and attendant Conservation Easement.

vi) This Open Space shall also act as a Negative Easement and Restrictive Covenant by way of Private Deed Restriction upon said Open Space lands.

7. ENFORCEMENT.

a.) The Grantor and the Grantee may enforce this Conservation Easement at law or in equity and jointly and/or separately, including, without limitation, pursuant to the provisions of Article 49, Title 3 of the Conservation Law, against any of the owners of the Property or any part thereof. If there is a violation, or threatened violation, of this Conservation Easement, Grantor and/or Grantee shall notify the party in violation or threatening the violation, who shall, in the

case of an existing violation, promptly cure the violation by (a) ceasing the same or (b) restoring the Property to the condition before such violation, or (c) both, or, in the case of a threatened violation, refrain from the activity that would result in the violation. If a violation continues for more than 30 days after notice is given without the violator taking steps to cure the same, or at any time if the violation or a threatened violation threatens immediate and irreparable harm to the resource values of the Property that this Conservation Easement is intended to protect, Grantor and/or Grantee may seek immediate injunctive relief and shall have the right, but not the obligation, to correct said violation by pursuing all available remedies at law or in equity, including the right to be awarded attorney's fees. Failure of the Grantor and/or the Grantee to enforce any restriction or covenant herein contained shall in no event be deemed a waiver of a right to do so thereafter as to the same violation or breach or as to one occurring prior or subsequent thereto.

b.) The Grantee is hereby deemed a beneficiary of this Declaration and the Grantee shall have the right, at law and in equity, to enforce this Conservation Easement in the manner set forth above within paragraph 7(a) and/or at law or in equity pursuant to Section 247 of the General Municipal Law of the State of New York and in accordance with Section 220-20(E)(2) of the Town of Gardiner Zoning Law against the Grantor and any other property owner pursuant to the enforcement provisions herein stated. The Grantee, in its sole discretion, may have the Town of Gardiner Building Inspector/Code Enforcement Officer, or any other duly authorized municipal Official or agency, enforce this Conservation Easement Agreement pursuant to the enforcement provisions as stated herein. The Town of Gardiner, in its sole discretion, shall be entitled to lawfully prosecute the enforcement of this Conservation Easement pursuant to the terms, conditions, and covenants set forth above.

c.) The Grantor reserves and is hereby granted all rights at law and in equity to challenge, defend and otherwise prosecute all affirmative defenses, objections in point of law and the interposition of counterclaims with respect to any and all enforcement actions involving the Grantee and/or any persons or entities.

8. MONITORING THE EASEMENT.

The Grantee may further elect to select a bona fide conservation organization to monitor the Property in order to confirm that the conservation easement area is being maintained consistently with this Declaration. Said conservation organization shall be permitted to access the Conservation Easement lands once per year for up to a maximum eight (8) hour period and upon written notice given to any affected Property owner a minimum of 48 hours in advance by way of certified mail, return receipt requested. In the alternative, the Grantor hereby sets forth the date of October 1st in any given year as being the date on which such monitoring shall occur and notice for such monitoring shall not be required to be given in advance thereof. In all instances whereby said conservation organization is monitoring the Property, said conservation organization shall be required to show that it possesses general liability insurance, naming the Declarant and Declarant's successors and/or assigns as additional insureds in minimum amounts of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate prior to accessing the Property.

Notwithstanding any other recital set forth herein, in the instance of a violation or suspected violation of this Conservation Easement, which has caused or threatens to cause irreparable harm to any of the conservation values, this Instrument is designed to protect, no such advance notice is required to be given by the Grantee or said bona fide conservation organization.

9. LIMITATION OF LIABILITY.

Grantor and any successive owners of the Property, or any portion thereof, shall have no liability for the observance or performance of the terms of this Declaration after such party has transferred his or her interest in the Property, but shall remain liable and responsible for any acts done or conditions that occurred during the period of the transferor's ownership of the premises provided that transferor received written notice of such violation prior to the date of such conveyance and provided that such violation has, in fact, occurred.

The Grantee shall not be liable for any claims arising in connection with the ownership and use of the premises. Nothing in this Agreement creates any affirmative obligation relating to the maintenance of property or any express or implied obligation that requires the Grantee to be responsible for any liability pursuant to the provisions of this Declaration.

10. INDEMNIFICATION.

The Grantee or bona fide conservation organization has no affirmative obligations whatsoever, express or implied, relating to the maintenance, management or operation of the Conservation Easement and exercise of, or failure to exercise, any right conferred by this Conservation Easement shall not be deemed to be management or control of the activities on the conservation easement lands by the Grantee or bona fide conservation organization. The Grantee or bona fide conservation organization shall not be responsible for injury, damage or death to persons or property in connection with enforcement of this Conservation Easement or otherwise with respect to the condition of the Property, provided that the foregoing shall not absolve the Grantee or any bona fide conservation organization of any liability it might otherwise have, for wrongfully, without the participation or consent of the owner, causing any dangerous and/or negligent condition to arise on the subject premises. Except in the last described instance, Grantor agrees to indemnify and hold the Grantee and/or any bona fide conservation organization, their officers, employees agents or independent contractors harmless from any and all costs, claims or liability, including reasonable attorney's fees arising from any negligence which causes personal injury, accidents or damage relating to the Grantee and/or the bona fide conservation organization, their officers, employees agents or independent contractors harmless from and against any and all claims, costs, expenses, fines, penalties, assessments, citations, personal injury or death. Notwithstanding anything herein to the contrary, the Grantee, and/or a bona fide conservation organization shall not be responsible for indemnifying the Grantor for any acts by third parties not within their control including but not limited to members of the general public that may access the Property from other lands. Without limiting the foregoing, the cost and expense of curing or attempting to cure any breach, default or violation of this Conservation Easement shall be borne by the responsible party. This paragraph does not limit any

responsibility the Grantor may have to cure a violation of this Conservation Easement caused by a third party.

11. ENCUMBRANCE BY CONSERVATION EASEMENT.

Any subsequent conveyance, including, without limitation, transfer, lease or mortgage of the Property, shall be subject to this Conservation Easement, which shall be recorded of record in the Offices of the Ulster County Clerk. Any deed or other instrument evidencing or effecting such conveyance shall contain language substantially as follows: "This {conveyance, lease, mortgage, easement, etc.} is subject to a Conservation Easement which runs with the land and which was granted by instrument recorded in the office of the Clerk." The failure to include such language in any deed or instrument shall not, however, affect the validity or applicability of this Conservation Easement to the Property. Nothing in this Conservation Easement shall be construed as limiting the rights of the holder of such conveyance or mortgage from foreclosing or otherwise enforcing its rights thereunder, provided that any such foreclosure or enforcement of a subsequent or otherwise subordinated or junior mortgage, or other property interest, or other action shall not extinguish this Conservation Easement.

12. SEVERABILITY.

Invalidation of any provision of this Conservation Easement Agreement by court judgment, order, statute or otherwise shall not affect any other provisions, which shall be and remain in force and effect.

13. BINDING EFFECT.

The provisions of this Conservation Easement shall touch, concern and run with the Property in perpetuity and shall bind and be enforceable against the Grantor, and all future lot owners and any party entitled to possess or use the Property or any portion thereof while such party is the owner or entitled to possession or use thereof. Notwithstanding the foregoing, upon any transfer of title, the transferor shall, with respect to the Property transferred, cease being a Grantor or owner with respect to such Property for purposes of this Conservation Easement and shall, with respect to the Property transferred, have no further responsibility or liability hereunder for acts done or conditions arising thereafter on or with respect to such Property.

14. FURTHER ACTS.

The Grantor shall perform any further acts and execute and deliver any documents to the Grantee, including amendments to this Conservation Easement, which may be reasonably necessary to carry out the provisions of this Conservation Easement or which are necessary to qualify this instrument as a conservation easement under Article 49, Title 3, of the Conservation Law or any regulations promulgated pursuant thereto.

15. CONTROLLING LAW.

The interpretation and performance of this Conservation Easement shall be governed by the Laws of the State of New York. Venue for any action or proceeding arising out of this Agreement shall be at the Supreme Court, State of New York, County of Ulster.

16. TOWN OF GARDINER INSPECTION.

The Grantee and its duly authorized representatives shall have the right to enter onto the Property at reasonable times, in a reasonable manner, and, where practicable, after giving a minimum of 48 hours prior notice, to inspect the Property and the activities thereon for compliance with the terms of this Conservation Easement. In the instance of a violation of the terms of this Conservation Easement, which has caused or threatens to cause irreparable harm to any of the Property and the activities thereon values this Conservation Easement is designed to protect, no such advance notice is required. This paragraph is intended to be read together with and in addition to the paragraph recitals herein which is entitled "Monitoring the Easement"; said recitals are in addition to the standard Town of Gardiner Inspection language which is customarily employed within Conservation Easement Instruments.

17. INTERPRETATION.

This Instrument is intended to create a "qualified real property interest" for "conservation purposes," as defined in Section 170(h) of the Internal Revenue Code, and the Grantor may be entitled to qualify the interest hereby granted as such a "qualified real property interest" for "conservation purposes." This Agreement shall be construed as a negative easement running with the Property for a perpetual duration and said Agreement shall be subordinate to any mortgages, security agreements or other financing instruments of record.

18. LIABILITY; INDEMNIFICATION.

a.) Upon conveyance of lots by deed, the Grantor shall have no obligations whatsoever, express or implied, relating to the use, maintenance or operation of said lot and the fee owner of said lots shall be responsible for compliance with the terms, covenants and conditions of this Agreement. Grantors' exercise of, or failure to exercise, any right conferred by this Conservation Easement shall not be deemed to be management or control of the activities on the Property.

b.) The Grantor shall obtain general comprehensive liability insurance upon the Property in such amounts as the Grantor shall deem sufficient and Grantor shall name the Grantee as additional insured thereunder and provide proof that said insurance is maintained, renewed and in effect on the property. In no event shall said insurance be in minimum amounts less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

c.) The cost and expense of curing or attempting to cure any breach, default or violation of this Conservation Easement and of restoring any portion of the property affected thereby,

whether such cure is affected by Grantor or Grantee, shall be borne solely by the party responsible for the breach, default, or violation.

19. TAXES AND ASSESSMENTS.

The Grantor and its successors and/or assigns, while fee owners of the Property, shall pay all taxes and assessments lawfully assessed against the Property or portion thereof.

20. NO FORFEITURE.

Nothing herein contained will result in a forfeiture of Grantor's title in any respect.

21. QUALIFIED CONSERVATION CONTRIBUTION COVENANTS.

a.) Continuity. This grant of Conservation Easement is limited solely to the Town of Gardiner as Grantee. The Grantee agrees that it will not assign this Conservation Easement without the written consent of the Grantor and Grantor's heirs, executors, successors and/or assigns. Any assignee, other than a governmental unit, must also be an entity able to enforce this Conservation Easement, having purposes similar to those of the Grantee which encompass those of this Conservation Easement. If the Grantee ever ceases to exist or no longer qualifies under Section 170 (h) of the Internal Revenue Code, or applicable state law, a court with jurisdiction shall transfer this easement to another qualified organization having similar purposes that agrees to assume the responsibility. Said Grantee shall give the Grantor thirty (30) day notice of any assignment of this Conservation Easement in accordance with the procedures set forth herein.

b.) The Instrument of any assignment shall be interpreted to provide that in the event this Conservation Easement is determined by a court of competent jurisdiction to be invalid in the hands of the assignee under such instrument, or if such assignee is determined not to be a "qualified organization", such instrument of assignment shall be void and of no force or effect and the purported assignment pursuant thereto deemed void ab initio, and this Conservation Easement shall remain in full force and effect in the hands of the assignor thereunder.

c.) If Grantee or any successor or assign ceases or fails (i) to enforce this Conservation Easement, or (ii) to exist, and upon the occurrence of such event fails to assign all its rights and interest in the property, and delegate all its responsibilities under this Conservation Easement, to such a "qualified organization", then the rights and interest of Grantee under this Conservation Easement shall be vested in another "qualified organization" in accordance with a cy pres proceeding of a court of competent jurisdiction.

d.) Extinguishment. If a subsequent unexpected change in the conditions surrounding the Property, including condemnation of the Property, make impossible or impractical the continued use of the property for the purposes set forth herein, and if the restrictions are extinguished by judicial proceeding, then, upon any subsequent sale, exchange or involuntary conversion by the Grantor, unless State law provides that the Grantor is entitled to the full

proceeds therefrom without regard to the terms of the conservation restrictions, Grantee shall be entitled to that portion of the proceeds equal to the proportionate value of the conservation restrictions as provided immediately below. For such purposes only, Grantor agrees that the conveyance of this Conservation Easement to Grantee gives rise to an incorporeal property right, immediately vested in Grantee, with a fair market value that is equal to the proportionate value that the conservation restrictions hereby created at the date hereof bears to the value of the Property as a whole at the date hereof (subject to reasonable adjustment to the extent permissible under Section 170(h) of the Internal Revenue Code for any improvements which may hereafter be made on the Property). Grantee agrees to use their share of such proceeds in a manner consistent with the Purposes of this Conservation Easement as stated herein. The cessation of any particular permitted activities on the Property shall not be construed to be grounds for extinguishment of this Conservation Easement.

22. TAX DOCUMENTATION.

a.) This instrument is intended to create a "Qualified real property interest for conservation purposes" as defined in Section 170(h) of the Internal Revenue Code and shall, if qualifying, be interpreted consistently with said intention.

b.) The Grantee agrees to execute any documents and provide any information as reasonably requested by the Grantor to be provided to the Internal Revenue Service and/or the New York State Department of Taxation and Finance or other taxing authority, so long as the Grantee incurs no costs therefor.

c.) In the event that such a request is made to the Grantee, the Grantee shall not be obliged to sign such documents unless the Grantor pays the Grantee's reasonable attorney's fees for the cost of reviewing same before execution of the document.

23. AMENDMENT.

This Conservation Easement may be amended only upon the written agreement of Grantor and the Grantee (or Grantor's successor in interest if Grantor no longer owns the Property), which agreement may be withheld in Grantor's or Grantee's sole and absolute discretion. Any and all amendments shall: (a) have a neutral or positive effect on the conservation values that are protected by this Conservation Easement; (b) be consistent with the purposes of this Conservation Easement as established herein; (c) not affect the term of this Conservation Easement; (d) comply with applicable law; and (e) not have a negative impact on the fair market value of the restrictions contained in this Conservation Easement. Any such amendment that does not comply with the Conservation Law shall be void and of no force or effect. The party requesting an amendment shall be responsible for all costs related to the evaluation of said request and the amendment's execution, including staff costs incurred by the non-requesting part. This Agreement is fully integrated and shall not be changed, altered, abrogated or nullified orally.

24. FURTHER ACTS.

The Grantor shall perform any further acts and execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Conservation Easement Agreement in the future, as may be determined by the Grantee, a bona fide conservation organization and/or any other governmental entity.

25. BASELINE CONDITIONS.

The Baseline Conditions of the subject premises affected by this Conservation Easement shall be interpreted to be in accordance with and as established by the GIS Mapping at the County of Ulster Department of Planning upon the date of full execution of this Instrument by the Grantor and the Grantee. Said GIS Mapping and associated Baseline Conditions establishment is hereby incorporated by reference herein and made a part hereof, for all purposes as set forth within this Instrument.

26. COUNTERPARTS.

This Agreement may be executed in multiple counterparts each of which shall be considered an original document.

IN WITNESS WHEREOF, the Grantor and the Grantee have set their hands and seals as of the date and year above first written.

GRANTOR:

SHINRIN YOKU, LLC

BY: PHILLIP RAPOPORT, Member

GRANTEE:

TOWN OF GARDINER

By: _____
MARYBETH MAJESTIC, Supervisor

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

On the ____ day of _____, 2018, before me, the undersigned, personally appeared PHILLIP RAPOPORT, 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 which the individual acted, executed the instrument.

Notary Public

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

On the ____ day of _____, 2018, before me, the undersigned, personally appeared MARYBETH MAJESTIC, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

RECORD AND RETURN TO:
Riseley and Moriello, PLLC
Michael A. Moriello, Esq.
111 Green Street
Post Office Box 4465
Kingston, New York 12402