

DEED TO MAINLAND PARCEL

(CORPORATION) DEED COVENANT AGAINST GRANTOR 222 A
STATUTORY FORM 62

American Law Book Company
Albany, N.Y.

The Deerpark

Made the 4th day of April Nineteen Hundred and twenty-nine.

~~Deerpark~~ THE DEER ISLAND CORPORATION,

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

party of the first part, and

CAROLYN H. LYON, of the city of Rochester, State of New York,

party of the second part:

Witnesseth,

that the party of the first part, in consideration of

----- ONE ----- Dollar,
(\$ 1.00-----) lawful money of the United States, and other good and

valuable consideration paid by the party of the second part,

does hereby grant and release unto the party of the second part,

her heirs and assigns forever, all THAT TRACT OR PARCEL OF

LAND, situate in the town of Harrietstown, Franklin county, New

York, more particularly described as bounded on the east by the

shore of Upper Saranac Lake, on the west by the road known as the

Carry Road, on the south by a line parallel to the southerly

bounds of Lot 10, as laid down on a map made by Frank Wetmore

Smith in 1924 of the Wawbeek property; and seventy-five (75) feet

northerly therefrom; northerly, by a line parallel to said southerly

bounds of Lot 10 and one hundred (100) feet therefrom, said lot

having a frontage of twenty-five (25) feet on the lake shore and

slightly more on the road. Together with a perpetual right to

use the roads through the property of the party of the first part,

as now existing, from the property herein described in the highway.

EASEMENT DEED WITH REFERENCES TO ORIGINAL PURCHASES

THIS INDENTURE

Made this 25 day of September, 1978, by CAROLYN LYON REMINGTON, residing at 2085 Overlook Drive, Mt. Dora, Florida, and LINDA LYON VAN VOORHIS, residing at 714 Rock Beach Road, in the Town of Irondequoit, Monroe County, New York, herein called the Grantors, and the STATE OF NEW YORK, herein called the Grantee, WITNESSETH as follows:

WHEREAS the STATE OF NEW YORK and its Peoples by its legislative and executive pronouncements and policies and otherwise, as well as individuals and entities, both public and private, have recognized and determined that the lands, both public and private, constituting the Adirondack Park of the State of New York, provide a unique natural habitat for a variety of wild life, flora and fauna and are otherwise possessed of and endowed with unique scenic, aesthetic, recreational, historic, ecological and natural resources and that as a matter of sound public policy the said resources and present undeveloped open space character, ecology and wilderness environment of the said lands should be fostered, maintained, conserved, protected and preserved by appropriate controls and restrictions upon the present and future use and development of such lands, and

WHEREAS, the Grantors recognize the validity and desirability of this policy and desire by this Indenture to contribute to the immediate as well as to the permanent fulfillment of such policy, and

WHEREAS, the Grantors are the owners as tenants in common of equal undivided halves of the fee in and to certain parcels of real property upon what is known as Deer Island, in Upper Saranac Lake, in the Town of Santa Clara, Franklin County, New York, being a part of Township 23, Great Tract 1, Macomb's Purchase, within the Adirondack Park, which is more particularly hereinafter described, and

WHEREAS, the State of New York owns vast lands within said Adirondack Park which State lands, including but not limited to substantial State lands as a part of the Adirondack Forest Preserve in the area of the said real property of the Grantors, which

will be affected and benefited by the provisions of this Indenture, and which, together with any additional lands hereafter acquired by the State within the said Adirondack Park, are hereinafter sometimes referred to as the "Benefited Property", which will be benefited by keeping the Protected Property in its present undeveloped natural condition, and

WHEREAS, the Protected Property is a valuable natural, aesthetic and recreational resource and failure to protect same may result in the diminished scenic quality of the surrounding property, and

WHEREAS said Protected Property is woodland, in its natural, environmental state, the wild quality of which is not substantially affected or impaired by the continued use of the property on Deer Island that is retained by Grantors, their successors or assigns that is not subject to this easement, and

WHEREAS, the Grantors desire, for eleemosynary motives and the reasons herein expressed, by restricting the Protected Property as is done herein, to implement the said policy of the State of New York, by enhancing the scenic beauty of the land in the Adirondack Forest Preserve restricted to being kept in its undeveloped, natural condition (much of which is owned by the State of New York, and is required by the State Constitution to be kept forever wild), to grant to the State of New York and the Peoples thereof a Conservation Easement and Scenic Interest in certain parcels of the Grantors' said real property, which parcels are hereinafter sometimes referred to as the "restricted" or "Protected Property" and consist specifically of the Parcels described in the Description Schedule of Protected Property, which Schedule is annexed hereto, incorporated by reference herein and hereby made a part of this Indenture, and

WHEREAS, the said Conservation Easement and scenic interest hereby granted by the Grantors shall consist of the restrictions hereinafter stated and imposed upon the use of the said Protected Property by the Grantors, their heirs, successors and assigns, resulting in a diminished use and enjoyment of the same by the Grantors, their heirs, successors and assigns, and thereby benefiting the said Benefited Property, all as herein stated, and

WHEREAS the continued use of the property and facilities that is retained by Grantors that is not subject to this easement will not adversely affect the Benefited Property, and

WHEREAS, the said State of New York, in the name of the People of the State, has received and accepted this Indenture and the benefits granted herein to and for the Benefited Property of the State of New York,

NOW, THEREFORE, for and in consideration of the premises and for the purpose of effectuating the aforesaid and the purely eleemosynary goals of the Grantors, and in accordance with the provisions of Section 3-0301 of the Environmental Conservation Law of the State of New York, the said grantors do hereby grant and convey as an absolute and unconditional gift, to the State of New York and the People of the State of New York, herein called the "Grantee", a Conservation Easement and scenic interest, in perpetuity, in the said Protected Property of the Grantors of the nature and character and to the extent hereinafter expressed to be and to constitute a servitude upon said real property, which Conservation Easement, scenic interest and servitude shall consist of and include the following:

A. Except as hereinafter reserved, the right of view of the Protected Property of the Grantors in its natural, scenic and wooded condition.

B. Except as hereinafter reserved, the right of the Benefited Property to be and remain free of any corruption or pollution of any character arising from any activity conducted on the Protected Property of the Grantors.

C. The right of the Grantee, in a reasonable manner and at reasonable times to enter upon and inspect the Protected Property of the Grantors upon prior notice to and with the consent of the Grantors, or their successor owner or owners of the portion of the Protected Property to be inspected, which consent shall be timely and shall not unreasonably be withheld, and to enforce by proceedings at law or in equity or otherwise, the restrictions constituting and resulting from the said Conservation Easement, interest and servitude, such entry to be for such inspection and

enforcement only neither the State nor the Grantors, their successors or assigns is or are under any duty to institute actions to bar prohibited activities on the Protected Property and no liability is incurred by any of them by reason of any such activity in which they have not participated.

D. The restrictions hereby imposed upon the said Protected Property of the Grantors and the uses and activities which the Grantors for themselves and their heirs, successors and assigns, hereby covenant to refrain from doing upon the said Protected Property or in connection therewith are and shall forever be as follows:

Except as otherwise hereinafter specifically excepted, reserved and allowed there shall not be undertaken, carried out, fostered nor authorized upon the restricted lands of the Grantors ("Protected Property") any use or any activity, which would have an adverse impact upon or detract from the resources and present undeveloped open space, scenic and natural character and ecology of the said lands of the existing environment, including without limitation, such uses and activities as any "Development", any "Construction", any "Improvement", any "Logging", any "Agricultural Use", any "Mineral Extraction", any "Waste Disposal", any change in "Water or Water Course Use", any "Open Space Recreational Use", any "Camping Use" or any "Public Attraction" use, ^{or} commercial or industrial activity of any kind, with the words and terms used herein to have the following meaning ascribed to them unless the context otherwise requires:

"Land" means the earth, water and air above, on or below the surface of the ground including the flora and fauna.

"Development" means any activity which materially affects or changes the existing condition, appearance, use or intensity of the use of any land, structure or improvement, including the actual or effective or proposed division of land into lots, parcels or units and changes in the topography of the land.

"Construction" means the construction, building, installation, erection or placing on, over or under land of any structure of any kind including structures as herein defined.

"Structure" means any object constructed, built, installed, erected or placed on, over or under land to facilitate land use

such as buildings, sheds, motor homes, mobile homes, campers, camping accommodations, trailers, tents, docks, signs, billboards or other advertising matter, tanks, fences, poles, towers, outdoor lighting, utility conduits or equipment of any kind and any fixtures, additions or parts thereof and whether or not the same shall be temporary or permanent.

"Improvement" means any change in or addition to land, such as grading, filling, excavating, dredging, or adding, fences, banks, dikes, ditches, pipe lines, poles, utility conduits, roads, trails, paths, runways, streets, curbs, gutters, sidewalks, driveways or parking lots or spaces.

"Logging" means the cutting, felling, injuring, killing or destroying of any one or more trees, bushes, shrubs, plants or other forest products or vegetation or any activity related thereto such as the construction, alteration, maintenance or use of wood lots, skid ways, landings or other facilities for removal or harvesting any such forest products.

"Agricultural Use" means the use of any land for agricultural purposes such as raising cows, horses, pigs, poultry and other animals or livestock, grazing or keeping on the land of any such domestic animals or livestock, the clearing of any land for farm or growing purposes or the planting, growing, or harvesting of vegetables, fruits, wheats, berries, or other farm crops of any kind and the use of pesticides and insecticides as incidental thereto; or any activity related thereto including the construction, alteration, use or maintenance of any farm or agricultural facilities and any disturbance or change in the natural habitat; provided, however that this term shall include only domestic uses or activities and shall exclude all natural growth of every kind and all wild life.

"Mineral Extraction" means any extraction or removal, other than occasional specimens or samples, from the land of earth, stone, ore, sand, gravel, petroleum products or other materials of any kind or any activity related thereto such as the construction, drilling, alteration, maintenance or use of mines or mine facilities or other extraction facilities of any kind.

"Waste Disposal" means the deposit, storage, salvage, dumping, disposal or leaving of garbage, refuse, scrap and other waste or abandoned materials of any kind on, over or under the land whether or not processed by land fills or otherwise.

"Water or Water Course Use" means any use or activity which shall or may be likely to pollute, change or affect the intensity of use of water, the ecology related thereto, or access thereto or alter or regulate the natural flow, level, depth or condition of streams, brooks, ponds, lakes, or wetlands, including uses or activities which may be detrimental to drainage, wetlands, shorelines, flood control, water conservation, erosion control, soil conservation, fish and wildlife or habitat preservation.

"Open Space Recreational Use" means any recreational use or activity particularly oriented to or utilizing the outdoor character of an area, including without limitation, fishing, hunting, trapping, swimming, boating, picknicking, walking, hiking, skiing, camping, riding animals, or machines or similar uses and activities and any facilities of any kind for the same, such as paths, trails, parks, beaches, playgrounds, picnic areas, camps or similar uses or activity; and, without limiting the foregoing, said references to vehicles shall include any use or operations of snowmobiles, dune-buggies, motorcycles, allterrain vehicles or other such recreation vehicles.

"Camping" means any use or activity allowing or in furtherance of temporary or transient occupancy such as staying in, or camping in tents, trailers, motor homes, or similar facilities, designed for temporary shelter or bringing upon or leaving any of the same upon the land.

"Public Attraction" means any man made or natural place of interest open to or attracting the general public or part thereof such as animal farms, amusement parks, replicas of real or fictional places, things or people and natural geological formations or areas of any kind.

"Commercial or Industrial Uses" means any manufacturing or sales activity of a continuing nature that is carried on for profit.

A. As to all of said Protected Property there is specifically excepted and reserved as aforesaid the right:

1. To allow, continue, maintain and use existing structures* and improvements now upon the Protected Property except that no alteration may be made to such structures that changes the nature thereof and to hereafter demolish and remove any such structures.

2. To erect, maintain, repair, replace, and remove "no trespassing" and directional signs and sign posts and fences and fence posts including existing ones to prevent trespassing or to preserve the natural growth and wildlife of a kind and in a manner consistent with the scenic beauty and natural character of the land.

3. To reforest and to plant and otherwise grow trees and other vegetation of a kind and in a manner consistent with the scenic beauty and natural character of the land.

4. To treat, trim, cut, remove, use for firewood and otherwise dispose of any tree or trees and other vegetation that is diseased, rotten, damaged or fallen or that is a safety or health hazard or which is necessary for the protection or preservation of life, wildlife or property and to also do the same to the extent necessary in conjunction with any of the other uses reserved herein.

5. To take any steps and do any things necessary to preserve water levels, protect wetlands, to preserve the natural purity of the water, or to prevent the erosion of any shoreline of or in regard to any stream, pond, lake, or other water or waters of, upon or near the Protected Property or other lands nearby, provided, however, that all necessary permits are obtained and the conditions thereof are adhered to.

* Only existing structures and improvements on Protected Property are two rustic lean-tos, a small studio, a well and a disintegrated dock.

6. To sell, give, devise, pass by operation of law, convey, deed, transfer or divide or subdivide all or any part of the Protected Property at any time or times to or among any one or more persons or entities, subject to the restrictions imposed hereby and transferring to the extent desired the uses and rights reserved herein.

7. To assign or otherwise transfer to any successor or successors of the Grantors or any owner or owners at the time of all or any part of the other remaining lands now owned or hereafter acquired by the Grantors to the extent desired all or any part of the uses and rights reserved and excepted to the Grantors herein, subject to the restrictions imposed hereby.

B. As to said Protected Property there is specifically excepted and reserved as aforesaid the right:

1. To use, install, build, construct, maintain, repair, replace, remove, relocate or place on, over or under the lands utility conduits or equipment of any kind, including and limited to wires, pipes, cables, water pipes and lines, conduits, poles, towers and similar utility facilities, including existing ones, and to grant others easements and rights in regard to or for the same with the same to be installed to the extent reasonably possible, in a manner consistent with the scenic beauty and the natural character of the land.

2. To go upon the lands comprising said Protected Property to use the same for hunting, fishing, trapping, picnicking, camping out, swimming, boating (including landing from and temporarily beaching boats or airplanes), walking, hiking, skiing, riding animals or for similar activities as well as riding snow-mobiles for purposes of property maintenance and emergency situations only, and to maintain, improve, use and make minor relocations of all trails, paths, roads, and bridle paths* now existing on or through the Protected Property for the foregoing and similar

*There are no roads or bridle paths, and the only trails or paths are around the island near the water front and a cross-island path or trail near the middle of the island known as the "Ellsworth Trail".

activities, provided that such use shall be solely for residential recreational purposes in conjunction with and as appurtenant to all or a part of the other remaining lands now owned or hereafter acquired by the Grantors and that such use shall not be for public use nor for commercial purposes.

In addition to the foregoing there is hereby reserved to the Grantors, and their successors and also to the successors and assigns of the Grantors' rights hereunder who are also the owners at the time of the remaining unrestricted lands presently owned by the Grantors the right:

1. To amend the provisions of this Indenture with the consent of the Grantor only to the extent necessary to qualify all or any portion of the Protected Property, as herein restricted, for conformation with the provisions of any statute hereafter enacted concerning the validity or effect as interests in lands or otherwise of scenic or conservation easements, conservation restrictions or other restrictions of the kind imposed herein provided that any such amendment shall adhere to and not violate the intention of this Indenture to preserve the open space character and scenic beauty of the Protected Property.

2. Without prejudice to the right in Grantors, their successors or assigns under A 6 and 7 and without limiting any of the generality of the foregoing, to sell, give, convey and transfer all or any part of the Protected Property at any time or times to any government, or governmental unit or agency or to any entity which is permanently dedicated to the trust of the maintenance of the open space character and scenic beauty of the restricted land subject to the restrictions imposed hereby and releasing to the extent desired the uses and rights reserved and excepted to the Grantors herein, provided that any such transfer to the State of New York, or its successor as owner of state lands within the Adirondack Park, may also to the extent desired ^{by the State} remove all or any part of the restrictions imposed hereby, on the parcels so conveyed.

3. To release and give up or to limit at any time or times all or any part of the uses and rights hereunder and herein reserved and excepted.

All instruments authorized by any of the last three preceding numbered Paragraphs shall be duly acknowledged and recorded in the Franklin County Clerk's Office or its successor recording office.

Grantors are the owners of the Protected Property in fee simple, they have the right to grant this Conservation Easement, they will remain liable to pay the real property taxes on the Protected Property subject to this easement while they continue to be the owners of the underlying fee, there are no mortgages or other encumbrances on the protected property except the common right to navigate and pass and repass through the waters adjoining Deer Island in boats and of towing rafts and timber through said waters at suitable places in passing from one portion of Upper Saranac Lake to another, as thus described in the deed from Mary Townsend White to Edmond Lyon and Carolyn H. Lyon dated June 26, 1917 and recorded in the Franklin County Clerk's Office in Liber 15B of Deeds at page 583.

It is the intention of the Grantors to preserve by this Indenture the open space character and the scenic beauty of the Protected Property and accordingly the restrictions set forth herein are to be construed strictly against the Grantors, and their successors and assigns, so as to preserve the said Protected Property in its present natural state. The Grantee shall however, not be obligated to manage the Protected Property.

NOTHING herein shall be deemed to relieve the Grantor of the obligation of complying with any applicable law or regulation or acquiring any required governmental permit or other approval.

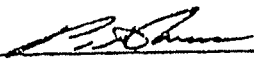
Nothing contained in this Indenture shall give or grant the public a right to enter upon or use the Protected Property or any portion thereof where no such right heretofore existed in the public or unless specifically reserved to the public by the terms hereof, nor shall any of the provisions hereof place any affirmative obligation, affirmative duty or affirmative requirement upon the Grantors, or their successors and assigns.

IN WITNESS WHEREOF, the Grantors have caused this Indenture to be duly executed and delivered upon the date above set forth.

Edmond Lyon L.S.
Carolyn H. Lyon L.S.

STATE OF *New York*)
COUNTY OF *Monroe*) SS:


On this *25th* day of *September*, 1978, before me,
the subscriber personally appeared CAROLYN LYON REMINGTON, to me
known, and known to me to be the same person described in and
who executed the foregoing Indenture and she duly acknowledged
to me that she executed the same.



PETER M. RUSSO, Notary Public
State of New York, Monroe County *80*
My commission Expires March 30, *1980*

STATE OF NEW YORK)
COUNTY OF MONROE) SS:

On this *26th* day of *September*, 1978, before me,
the subscriber, personally appeared LINDA LYON VAN VOORHIS, to
me known, and known to me to be the same person described in and
who executed the foregoing Indenture and she duly acknowledged to
me that she executed the same.



MATTHEW T. FALANGA
Notary Public in the State of New York
MONROE COUNTY, N.Y. *20*
Commission Expires March 30, *1980*

ADDENDUM

DESCRIPTION SCHEDULE OF "PROTECTED PROPERTY"

The protected property covered by this instrument consists of all of Deer Island, in Upper Saranac Lake, Franklin County, New York, with the exceptions hereafter described, to-wit:

All those certain lots, pieces or parcels of land situate, lying and being in and on Deer Island, in Upper Saranac Lake, Franklin County, New York, and conveyed by deed dated June 26, 1917 by Mary Townsend White TO Edmund Lyon and Carolyn H. Lyon, recorded in Franklin County Clerk's Office in Liber 158 of Deeds at page 583, and the property conveyed to Carolyn H. Lyon by Deer Island Corporation by deed dated December 31, 1923 and recorded in Franklin County Clerk's Office in Liber 182 of Deeds at page 587, and land, conveyed to Linda Lyon Van Voorhis and Carolyn Lyon Remington by Henry J. Gaisman by deed dated July 13, 1955 and recorded July 21, 1955 in the Franklin County Clerk's office in Liber 347 of Deeds at page 549.

X. A.
L.V.V.
The first deed above mentioned ran to Edmund Lyon and his wife Carolyn H. Lyon as tenants by the entirety, and the full title to the land thereby conveyed passed to Carolyn H. Lyon upon the death of her husband Edmund Lyon in 1920; the title thereto and the title to the parcels above described conveyed to Carolyn H. Lyon in 1923 passed to her three daughters, Carolyn Lyon Remington, Linda Lyon Van Voorhis and Elizabeth Lyon Kidd in equal undivided shares under the will of Carolyn H. Lyon upon her death in 1936, she then being a resident of the City of Rochester, Monroe County, New York, where her will was probated. The one-third undivided share of Elizabeth Lyon Kidd was conveyed by her in equal portions to Carolyn Lyon Remington and Linda Lyon Van Voorhis as tenants in common by deed executed in November, 1938, and recorded on March 30, 1939 in the Franklin County Clerk's Office in Liber 225 of Deeds at page 296.

EXCEPTED, from the "Protected Property" to which the Conservation Easement and scenic interest hereby created attaches, and not included in said easement are the following described parcels of real property on Deer Island:

1. ALL that tract or parcel of land on the southwesterly part or portion of the island known as Deer Island, Upper Saranac Lake, and the land under water adjacent thereto, situate, lying and being in what is called the "Harbour Tract of Four Thousand Acres", being the easterly four thousand acres of the west ten thousand six hundred and sixty-one acres of the north half of Township No. 23, MacComb's Purchase, Great Tract No. One, Town of Santa Clara, County of Franklin and State of New York, being more particularly bounded and described as follows:

BEGINNING AT A POINT standing on the southwesterly shore of Deer Island, said point of beginning being the southwesterly corner of Parcel One, as described in a deed dated December 31, 1923 from Deer Island Corporation to Carolyn H. Lyon and recorded in Franklin County Clerk's Office in Liber 182 of Deeds, at page 587, which point is at or near the southwesterly end of the private cross-island path or trail known as the Ellsworth Trail, thence north $36^{\circ} 22'$ east a distance of 14 feet to a point marked by a 1 1/4" iron pipe, thence north $36^{\circ} 22'$ East a distance of 314.21 feet to a point marked by a 1 1/4" iron pipe, thence north $34^{\circ} 26'$ east a distance of 189.19 feet to a point marked by a 1 1/4" iron pipe, thence north $58^{\circ} 29'$ west a distance of 294.47 feet to a point marked by a 1 1/4" iron pipe, thence north $81^{\circ} 22'$ west a distance of 223.40 feet to a point marked by a 1 1/4" iron pipe, thence south $59^{\circ} 00'$ west a distance of 135.55 feet to a 1/2" drill hole and cross set in top of a large boulder, thence south $59^{\circ} 00'$ west a distance of 167.42 feet to a 1 1/4" iron pipe set at base of a 20" white pine, thence south $59^{\circ} 00'$ west a distance of about 4 feet to the shore of Upper Saranac Lake at a point approximately 105 feet northwesterly along the southwesterly shore of said Deer Island from the Single slip boathouse known as the "To-And-Fro" boathouse which is at the extreme northwest end along said shore of the complex of buildings and grounds of the summer camp known as Birchholm, thence southeasterly along the said southwesterly shoreline of said Deer Island, on Upper Saranac Lake as it winds and turns a distance of about 650 feet to the point or place of beginning containing 5.9 acres of land as surveyed by Creighton C. Fee, L.S. 34394 on October 27, 1977.

Bearings by reference to Magnetic Meridian of 1977.

Together with all the right, title and interest in the waters and lands under water in Upper Saranac Lake immediately adjacent to the 5.9 acre parcel described above.

- and 2. Excepted also is the land situated on the southeastern tip of Deer Island conveyed by Linda Lyon Van Voorhis and Carolyn Lyon Remington to James Craig Potter and Mary Greer Potter by two deeds, one dated March 2, 1951 and recorded in the Office of the Clerk of Franklin County,

New York, on March 7, 1951, in Liber 307 of Deeds at page 521, and the other by deed dated September 25, 1964 and recorded in the Office of the County Clerk of Franklin County, New York, on September 28, 1964 in Liber 422 of Deeds at page 408, plus an area belonging to Linda Lyon Van Voorhis and Carolyn Lyon Remington one hundred (100) feet wide surrounding said parcels conveyed to James Craig Potter and Mary Greer Potter by the two deeds last mentioned. The said two parcels as conveyed to the Potters as above set forth are subject to two agreements between Linda Lyon Van Voorhis and Carolyn Lyon Remington, parties of the first part, and James Craig Potter and Mary Greer Potter, dated respectively December 29, 1960 and March 12, 1973 which abolish any and all rights of said parties to any easements or other rights which could possibly arise from areas designated as roadways and "common" areas on a map of the Eastern Portion of Deer Island made by Wilbur F. Smith, Surveyor, in the year 1922, which was referred to in some of the deeds, and said agreement dated March 12, 1973 (which was recorded in the Franklin County Clerk's office in Liber 485 of Deeds at page 812) modified the deed restrictions in said deeds to the Potters so as to allow the subdivision of said Potter property into two lots of approximately equal size and in no event with less than 200 feet of Lake frontage of either lot. Those two agreements qualifying the conveyances to James Craig Potter and Mary Greer Potter and the rights both granted and retained therein are excepted from the "Protected Property" which is the subject of said easement along with the property conveyed by the deeds to which they relate.

No rights or easements are hereby transferred to the State of New York arising by implication from the designation of roadways or common areas on said 1922 map by said Wilbur F. Smith, Surveyor, which was never put into effect, nor any other rights or easements arising by implication from any maps previously made which may have been referred to in the chain of title in respect of projected developments of the said land which were never accomplished.

L. K.
J. V. V.