PLANS FOR THE PROGRAMMATIC USE AND MANAGEMENT OF THE STATE UNIVERSITY OF NEW YORK COLLEGE AT ONEONTA BIOLOGICAL FIELD STATION UPLAND NATURAL RESOURCES

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BIOLOGICAL FIELD STATION COOPERSTOWN, NEW YORK

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INTRODUCTION

As of this date more than 2,600 acres of land owned by the State University of New York (BFS upper site and lakeside site of the Main Laboratory), the College at Oneonta Foundation (Thayer Farm, Rum Hill and Goodyear Swamp Sanctuary), The Peterson Family Charitable Trust (Greenwoods Conservancy), Mr. William Isaacs (access to Weaver Lake) and Ms. Susanna Membrino (the top of Rum Hill) are under the stewardship of and maintained for the use of the Biological Field Station (BFS). All have been posted and have had trail systems developed for access of those involved in research programs and educational offerings. Some parcels have a long history of utilization for the benefit of the liberal arts academic programs at the SUNY College at Oneonta. They have been, and continue to be, under various management regimes for those purposes. They include activities to take advantage of unique natural and culturally impacted attributes of these sites and to protect their ecological character and biotic diversity for the benefit of the College and the community. Several parcels are managed by long-term BFS policies regulated under conservation easements and memoranda of agreement between donors or present landowners. Their relative locations are indicated in Figure 1.

This manuscript represents an effort to provide a synthesis of past and present patterns of use, management policies, activities and restrictions as well as potential future management goals and potentials. Documentation of annual research activities is presented in BFS Annual Reports, BFS Occasional Papers and BFS Technical Reports.

SITE OF THE MAIN LABORATORY

This parcel of less than 2 acres (Figures 1,2) consists primarily of vegetated roadsides and yards around the Main Laboratory on NYS Rt. 80, one mile north of Cooperstown on the west side of Otsego Lake. There is about 0.5 acre of forested bank between the building and docking facilities on Otsego Lake consisting of mature northern and Appalachian hardwoods. This area has been utilized for floral surveys, and the adjacent shaded lakeshore is used intensively for eulittoral (shore) studies in limnology and aquatic ecology offerings. The bay (Rat Cove) has been, and continues to be, utilized for intensive research and monitoring.

In general, lakeside disturbance creates serious problems of erosion and sediment control. Therefore, except for the removal of diseased and dead trees that may pose a hazard to personnel and infrastructure, this area has been and should continue to be left
Figure 1. Relative locations of Biological Field Station Natural Resources.
Figure 2. Ariel photograph of the Main Laboratory and associated lands (boundaries approximated).
undisturbed. The site shows no signs of previous timber harvesting. Several of the specimen trees located there are potentially of record size and valuable for academic, ecological and aesthetic reasons.

BFS UPPER SITE

This land, originally given to SUNY by the Clark Foundation for the establishment of the BFS at the same time as the site for the Main Laboratory, is located to the west of the laboratory and the Farmers Museum. It consists of 365 acres of northern hardwoods on mesic (moist) sites, old fields and conifer plantations. Included are the entire watershed of Moe Pond, and several beaver impoundments, one containing an extensive floating Sphagnum mat (Figures 1, 3, 4). Most slopes face the southwest. Elevations run from 1600 feet to about 1900 feet above sea level.

This area contains the oldest undisturbed, extensive areas of northern hardwood and hemlock forest under BFS stewardship. Vehicular access is restricted because of the condition and grade of the roads. Therefore, use by pre-college field trips programs is restricted to those who are willing and able to access the site on foot or with 4-wheel drive vehicles. There is a long history of biological monitoring as well as faculty and graduate student research on the site. Photographic and numerical databases of over 30 years are available for designated experimental areas. A gravel road and about four miles of trails provide access to research areas. Trails are maintained according to Figure 3. A field laboratory (in need of repair) equipped with a propane cooking range provides storage, table space, shelter and rustic living space for up to four individuals. An outhouse is maintained nearby.

Policy has been to avoid active forest management, despite stagnated stands of red pine, European larch and Norway spruce, since studies of old field and forest succession have been ongoing over the years. The only active terrestrial land cover management has been to remove stands of aggressive exotic introductions (e.g. Phragmites) that could irrevocably damage native plant communities. Under favorable economic conditions, such as a reasonable price for red pine pole timber, commercial thinning of red pine and Norway spruce should be considered. However, under the currently prevailing economic conditions, environmental disturbance from logging and cleanup appropriate to our educational needs would negate any potential profits. If pine is thinned, the construction of two or three Adirondack type shelters should be considered for overnight, wilderness camping for pre-college groups and selected researchers.

Moe Pond, New Pond and the Sphagnum bog have been used for over 35 years as resources for aquatic ecology offerings. Originally a wetland, Moe Pond was created in 1939 to serve a farm residence that was at the present site of the field laboratory. The pond was used by the Leatherstocking Corporation for irrigation of the Leatherstocking Golf Course. It is still connected to sprinkler systems for fire suppression in the Farmer’s Museum. The Clark Foundation retains their rights to use that water. Before the State took ownership the pond was limed to improve irrigation water quality. We believe that
Figure 3. Roads and trails, Biological Field Station Upper Site.
Figure 4. Ariel photograph of the Upper Site (boundaries approximated).
action was responsible for years of prevalent blue-green algal blooms. Submergent rooted aquatic vegetation was negligible. Golden shiner and brown bullhead were the only fish species in the Pond over that period. Sometime before 1999 large- and small-mouth black bass were illegally introduced. Since then golden shiner have been decimated, water clarity has improved dramatically and rooted aquatic plants now dominate the system. These phenomena illustrate impacts classic of “top down” water quality management practices.

THE THAYER FARM

The Farm parcels encompass about 167 acres from the west shore of Otsego Lake at 1195 feet to an elevation of slightly over 1500 feet above sea level (Figures 5,6) six miles north of the Main Laboratory. Somewhat less than \( \frac{1}{2} \) of that was given by William O. Thayer to the National Wildlife Federation in the early 1970s and in turn given to the Oneonta Foundation when the remainder of the Farm was deeded to the Foundation in Rufus J. Thayer’s estate. That latter land is entirely in mature forest, protected by conservation easement (Appendix 1) from any development except for trails (Figure 5) and associated minor, rustic structures. The area cannot be commercially logged and is effectively to be left forever-wild. It is dominated by white pine, eastern hemlock, white and red oak, black cherry and other northern hardwoods. The site contains the largest and oldest trees on BFS lands.

About 90 acres was actively farmed for cattle forage and maple sugar production at the time of Rufus Thayer’s death. It will remain so under restrictions contained in a 50 year farm-lease agreement with the Bartlett family (Appendix 2) and a conservation easement (Appendix 3). Those fields are off limits to College personnel unless specific permission is granted from the Bartlett’s. Woodlots in sugar production must not be treated in a way to impede those activities. The abovementioned lands must remain in active agriculture for the agreement to remain effective. Annual agricultural practices must conform to a long-term plan periodically approved and updated by BFS administrators in cooperation with the USDA-Natural Resource Conservation Service. All activities, including documentation of what goes on the land and what is removed, must be reported annually to BFS faculty. BFS researchers are monitoring water quality and discharge from the streams draining those lands to determine the impacts of agricultural practices from family farms on nutrient runoff and aquatic resources.

About 30 acres of old fields and brush make up the remainder of the land cover. About \( \frac{1}{2} \) of that is annually mowed for use of BFS educational and research programs. The remainder will be maintained in various stages of ecological succession. Eleven ponds are accessible for research and education (Figure 5). Access to Otsego Lake is provided by dockage on the lakeside parcel which is also protected from further development by easement (Appendix 3).

The Farm is unique to BFS resources in that there are 12 buildings that are available for programmatic use. The “Thayer Farm Master Plan” (Appendix 4) outlines their potential
Figure 5. Roads and trails. Thayer Farm including Nat’l Wildlife Federation, agricultural and lakeside parcels.
Figure 6. Ariel photograph of the Thayer Farm including Nat’l Wildlife Federation, agricultural and lakeside parcels (boundaries approximated).
utilization. It is expected that pre-college programs, related activities and the majority of processing of upland study materials and shop work will be conducted on this site, relieving the presently congested and untenable conditions for quality analytical research now prevailing in the main laboratory.

RUM HILL

Rum Hill, with elevations from 1480 feet to over 2100 feet above sea level, is one of the highest points in Otsego County. It is a xeric (dry) site of about 300 acres, of second growth hardwoods, old fields and beaver ponds (Figures 7,8). Most slopes face the northeast. Part of the original Thayer Farm, from near the summit an observer can view Otsego Lake and the upper fields and forests of the more recently acquired lakeside Farm parcels. There is a bluestone memorial bench to the Thayer family at an appropriate overlook.

We have posted and gated an adjacent additional 57.5 acres at the top of Rum Hill, owned by Ms. Susanna Membrino. This parcel is a valuable buffer for our Rum Hill properties. In the past the road across that land (that we have gated) provided historical access to the main parcel. It was heavily used by local youngsters for parties and parking and others for illegal disposal of trash. The land is available for our non-consumptive use until the time a contract stipulating same (Appendix 5) is terminated.

Development of the main parcel is regulated by conservation easement and a memorandum of understanding with the donors (Rufus Thayer and Janice Whipple). However, a road provides access to the center of the property and envelopes are designated for (yet to be constructed) parking areas and various academic support structures (Appendix 6). The hill supports our most developed trail system (Figure 7). Presently four primitive campsites are available for overnight student use (Figure 7). The foundations of four homes are evident and used in pre-college programs as are a series of ledges showing evidence of being used, at least seasonally, by Native Americans as rock shelters. The hill has been used intensively for all BFS educational and research programs.

The entire area had been in field and pasture, or at least routinely cut for firewood, for much of the last 200 years. It is now practically all wooded. There are no softwood plantations. Although removal of timber is potentially an available management tool, it is expected to be at least 20 or 30 years before commercial thinning of hardwoods should be considered, even then at only a few selected sites. A portion of the “potato patch”, three acres that up until the 1950s was planted in potatoes, is annually mowed to provide an area for students to collect a diversity of meadow inhabiting arthropods while on field trips.

Beaver ponds on the east boundary (Figures 7,8) are reference sites for degraded wetland mitigation studies coordinated by the United States Army Corps of Engineers. As such they are constantly monitored for water discharge and quality via weirs constructed on
Figure 7. Roads and trails. Rum Hill and Membrino parcels.
Figure 8. Ariel photograph of Rum Hill (boundaries approximated).
site by cooperating agencies, in this case, Ducks Unlimited. A weir downstream from the ponded area has been placed in part on land owned by Fraydon Manchurian with verbal permission from his representatives.

RIGHT-OF-WAYS BETWEEN RUM HILL AND THE THAYER FARM

Access from Thurston Hill Road west to the Centerline Road on Rum Hill is provided by a non-deeded right-of-way over lands owned by Fraydon Manchurian. Similarly a right-of-way from the same road to the east to the Thayer Farm crosses Manchurian lands. Both right-of-ways have been improved with local shale and gated. Both are noted on maps from the late nineteenth century and appear on aerial photographs from the 1960s. Before improvements and gating, registered letters were sent to Manchurian asking if he had any objections, and indicating a lack of response implied approval. No response was given. Since then there has been contact on his behalf requesting keys for individuals working on his lands and regarding the weir mentioned above.

There has been indication of some potential that Manchurian lands associated with the above mentioned right-of-ways may be offered to us. Figure 9 is a sketch of three scenarios that could be considered at the appropriate time. There is a remote chance that all of the lands in question could be offered to the Oneonta Foundation. They consist of parcels well exceeding 1000 acres that effectively surround Rum Hill, all of the lands between Rum Hill and the Thayer Farm and a swath of land along the south boundary of the Thayer Farm to State Route 80 along Otsego Lake. Some of that land was owned by the Thayer’s at various times in the past.

GREENWOODS CONSERVANCY

Greenwoods is located south of NYS Rt. 80 in the Town of Burlington. It comprises more than 1,200 acres of hardwood forests, conifer plantations, and meadows surrounding Cranberry Bog, a 70 acre pristine wetland supporting a unique flora including alkaline fens, a *Sphagnum* mat and bog community, marsh and open water (Figures 10,11). Elevation varies from a low of 1460 feet above sea level on Butternut Creek to the west to over 2000 feet on five different hilltops. Owned by the Peterson Family Charitable Trust (PFCT), and protected by conservation easements (Appendix 7), much of the wooded lands are managed for forest products under NYS 480a forestry management plans (Appendix 8). It is anticipated that long-term management will result in reducing the acreage in softwoods, enabling native northern hardwoods to reoccupy the majority of the forested areas.

In order to protect native biodiversity in Cranberry Bog we are attempting to reduce disturbance in the watershed by maintaining undisturbed forested buffers adjacent to it. Personnel are restricted to chiefly graduate students and faculty and access to the Bog is
Figure 9. Map of Rum Hill and Thayer parcels indicating potential options in obtaining lands to join the two properties.
Figure 10. Roads and trails. Greenwoods Conservancy.
Figure 11. Ariel photograph of Greenwoods Conservancy (boundaries approximated).
restricted to boats maintained on site to preclude the incidence of exotic introductions. It is anticipated that in the future, portions of Cranberry Bog Road adjacent to the bog will be closed to the public.

Outside the bog's watershed are large areas of forested land, meadow and agricultural lands available for a diversity of educational and research activities. There are more than 25 ponds and wetlands of various sizes. These range from beaver impoundments to man made ponds with maintained dikes. Collectively they form a diverse mosaic of more than 125 acres of wetlands. Cooperative efforts with the US Fish and Wildlife Service, Ducks Unlimited and the Delaware Otsego Audubon Society, the USDA Natural Resource and Conservation Service and PFCT are in progress to improve and protect existing wildlife and plant habitats.

Infrastructure on the site includes a trailhead shelter and storage area. A conference center including classroom spaces, a wet laboratory and bathroom facilities has been recently been completed. Offices, a conference room and a graduate student living space will soon be available in a renovated residential building. A log cabin, provided with full utilities, is available for short stays for student and faculty researchers. The Peterson Family Compound is located in an envelope near the southwestern corner of the property.

GOODYEAR SWAMP SANCTUARY

The Sanctuary is five acres of wetland at the north end and adjacent to Otsego Lake, reached from the lake by a floating dock, or off NYS Rt. 80 from Glimmerglass Opera parking areas (Figures 12,13). Actually a lakeside marsh bordered by northern and Appalachian hardwoods, the Sanctuary represents one of the last vestiges of this unique type of environment on Otsego Lake. Public access into the Swamp is provided via a series of trails and raised walkways (Figure 12). This is the only BFS parcel open to the public at all times. Registration forms available in trailhead shelters provide data on daily use. A self-guided nature guide keyed to areas and signage along the walkways explains the ecological and cultural values of such places. Typically over 400 persons from all over the world register annually, many while they are visiting the Opera. School groups are not included in that count. The Swamp is used extensively in the pre-college field trip programs and for undergraduate and high school course offerings. Graduate studies have been completed on the site.

This area is protected by conservation easement (Appendix 9) which precludes development other than that associated with trail maintenance. There has been a history of external support for the latter activities. Currently the Cooperstown Lake and Valley Garden Club (Garden Clubs of America) is a primary supporter.

For years the site has been dominated by the emergent aquatic purple loosestrife, an aggressive exotic. Through cooperative efforts with Cornell University, the plant is now
Figure 12. Roads and trails. Goodyear Swamp Sanctuary.
Figure 13. Ariel photograph of Goodyear Swamp Sanctuary (boundaries approximated).
being controlled by the introduction of an insect herbivore, the beetle *Galerucella*.
Ongoing monitoring documents the return of native species to the area and behavior of
the beetle as the loosestrife population is reduced.

**WEAVER LAKE AND MAUMEE SWAMP**

This 67 acre area between NYS Rt. 20 and the south shore of Weaver Lake west of
Richfield Springs, owned by Mr. William Isaacs, provides access to Weaver Lake and the
350+ acre Maumee Swamp (Figures 14,15). The lake is a shallow depression in
limestone bedrock at an elevation of about 1360 feet above sea level. It possesses a flora
and fauna typical of karst environments unique to our holdings. Maumee Swamp is a
classic northern hardwood swamp dominated by red maple, navigated by canoe from the
lake during typical springtime conditions. Most of the land is old field (on a drumlin) and
wetland.

One graduate student dissertation has been completed on the lake. A handful of studies
by summer interns have also been conducted on the lake and surrounding wetlands.
There have been no management activities other than posting the boundaries, which is
what the owner expects.
Figure 14. Weaver Lake, Maumee Swamp Access.
Figure 15. Ariel photograph of the Weaver Lake access site (boundaries approximated).
APPENDIX 1: Text of deed of conservation easement for the Thayer Farm “National Wildlife Federation” parcel with selected exhibits.

Summary: The land is to be left forever wild. There is effectively no development of any kind except construction and maintenance of trails and associated infrastructure such as bridges. No consumptive activities, such as commercial harvesting of timber or agricultural practices may be undertaken.
DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement") is made this 26th day of May, 2000, between THE STATE UNIVERSITY COLLEGE AT ONEONTA FOUNDATION CORPORATION, INC., a New York not-for-profit corporation having its principal office in the City of Oneonta, County of Otsego, State of New York (“Grantor”) and the OTSEGO LAND TRUST, INC., a New York not-for-profit corporation with its office at P.O. Box 173, Cooperstown, New York, 13326 (“Grantee”).

WITNESSETH

WHEREAS, Grantor is the owner in fee of real property (the “Property”) consisting of approximately 84.77 acres in the Town of Springfield, Otsego County, New York, more particularly described in Exhibit “A”, shown on the tax map marked Exhibit “B”, and shown on the map and associated photographs marked Exhibit “C”, all of which are attached hereto and made a part hereof, that is visible from State Highway 80 and County Highway 31, and Lake Otsego, and

WHEREAS, the protection of wetlands and their surrounding watersheds is an urgent priority of many clearly delineated state and federal governmental policies, including but not limited to Article 24 of the New York State Environmental Conservation Law and Section 404 of the Federal Clean Water Act;
WHEREAS, subdivision and development pressure in the area where the Property is located threaten rural, scenic, ecological, and open space character, water quality, and the scenic views from adjacent roads;

WHEREAS, the preservation of the streams, wetlands, ponds, fields and forests, scenic open space and watershed land located on the Property will protect a significant and unique natural habitat for wildlife and plant communities and will advance clearly delineated government policies for the protection of open space, wetlands, forest lands and ecological resources, while providing a significant public benefit by conserving a large contiguous area of scenic character and beauty;

WHEREAS, Grantee has determined that acquisition of a conservation easement on the Property will promote its charitable purpose of protecting areas of open space, ecological, aesthetic, watershed, and other natural resource values in Otsego County;

WHEREAS, Grantee is a New York not-for-profit corporation within the meaning of Article 49, Title 3 of the Environmental Conservation Law of the State of New York and is qualified to be the Grantee of tax deductible conservation easements pursuant to Sections 170(h) and 501(c)(3) of the Internal Revenue Code;

WHEREAS, Grantor shares the land conservation goals of Grantee and desires to ensure that the Property remains a wildlife refuge and intact ecosystem, through preservation and improvement of its habitat as a living laboratory for nature study and observation, while preserving air and
water quality, farmland, wetlands, open space, and scenic views for the benefit of present and future generations;

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the conservation value of the Property in perpetuity; and

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the conservation value of the Property for the benefit of this generation and the generations to come; and

WHEREAS, the Property is of great ecological value in that it constitutes a mature northern hardwood forest adjacent to a finger lake and contains a valuable habitat that is home to a wide variety of plant and animal species; and

WHEREAS, the Property constitutes much of the watershed of adjacent wetlands that are currently under study by the State University of New York at Oneonta Biological Field Station; and

WHEREAS, it is one of the purposes of this Easement to preserve the property for use as a valuable resource for education and scientific research, allowing limited access consistent with those needs; and
WHEREAS, the Property is visible from Lake Otsego, is an important part of its viewshed and
constitutes part of its watershed and is within the Glimmerglass Historic District; and

THEREFORE, in consideration of the above and mutual covenants, terms, conditions,
and restrictions contained in this Easement, and pursuant to the New York State Environmental
conservation Law, Section 49-0305, Grantor hereby voluntarily grants and conveys to Grantee a
conservation easement in perpetuity over the Property of the nature and character hereinafter set
forth.

Purpose.

1.1 It is the purpose of this Easement to conserve the scenic, open, ecological
functionality and natural character of the Property and to preserve the Property for use as a
viable resource for education and scientific research, while providing for its ecological
tegrity, sustainability, biodiversity, management, and use, consistent with the conservation
purposes of this Easement.

1.2 Grantor intends that this Easement will confine the use of the Property to such
activities as are consistent with the purposes of this Easement.

Prohibited Uses.

2.1 Subdivision: There shall be no subdivisions of the Property.
2.2 Use: Commercial development and residential development are prohibited. Additionally, recreational use of snowmobiles and any off-road vehicles are prohibited. Non-recreational use of motorized vehicles is permitted only in connection with educational, scientific, agricultural, or forestry uses of the Property and as necessary for patrolling or gaining access to the Property. Hunting and trapping only in furtherance of a land or wildlife management or research need is permitted. Prohibited shall not include forestry, education, scientific research, and pedestrian activities (such as hiking, snowshoeing and cross-country skiing).

2.3 Limitations on Agriculture: There shall not be any commercial agriculture permitted. Wildlife forage crops may be planted and indigenous plants reintroduced.

2.4 Limitations on Forestry: There shall be no commercial forestry, including maple syrup production. Selective cutting under a sound forestry management plan for habitat improvement and attainment of educational or research goals is permitted. Clearcutting is not permitted. Fallen, dead or dangerous trees may be removed as well as those necessary for the maintenance and construction of driveways, trails, utilities and other improvements allowed under this Easement.

2.5 Permitted Structures: None, other than walkways and foot bridges.

2.6 Fences: Fences and gates that are normal and customary in the vicinity of the Property may be erected, repaired or replaced.
2.7 **Sale or Transfer:** This Easement shall not restrict or affect the rights of any owner of the Property or any part thereof to sell, lease, transfer, convey, mortgage, or otherwise encumber the Property or any part thereof subject to the terms and conditions of this Easement. Nothing contained herein shall restrict an owner of the Property or part thereof from imposing further restrictions upon conveyance or otherwise.

2.8 **Chemicals:** No pesticide, herbicide, or other chemical treatment for land, vegetation, or animals shall be used unless its use is legal and not harmful to any wetlands or watercourses.

2.9 **Dumping and Storage:** No dumping of sewage, refuse, oil and its by-products, leached compounds, toxic materials, or any other unsightly or offensive materials shall be allowed. No storage of such substances or materials shall be permitted, except as may be necessary in connection with permitted uses of the Property. Non-toxic refuse and materials may be temporarily stored.

2.10 **Removal of Brush and Exotic Vegetation:** Brushland containing saplings no greater than 15 feet in height may be cleared for permitted conservation uses. Notwithstanding any other provisions of this Easement, vegetation which is not native to the Otsego County region may be removed from the Property, provided that such removal is conducted in a manner that does not cause erosion, sedimentation, or pollution.
2.11 **Mining, Pipelines and Landfills:** There shall be no surface or subsurface mining or quarrying on the Property except that shale may be mined for use on the Property and for use on other properties owned by the State University College at Oneonta Foundation Corporation. There shall be no placement of high voltage transmission lines, pipelines, landfills, or other land uses detrimental to the scenic character, water quality, and ecosystems of the Property. This shall not prevent the installation and maintenance of local utility distribution lines.

2.12 **Waterways:** No waterways located on or contiguous to the Property shall be polluted by sedimentation, siltation, agricultural run-off, or otherwise.

2.13 **Trails and Drainage:** Unpaved driveways, trails, and drainage ways may be constructed, maintained, and improved provided that they are constructed and located in a manner which minimizes erosion, sedimentation, and impacts on landscape quality, and are compatible with permitted uses of the Property.

2.14 **Prior Approval:** No land shall be excavated, logged, or cleared, and no work shall be commenced without Grantee's prior written approval. Upon receipt of the plans for the proposed work, Grantee will neither unreasonably delay its decision nor unreasonably withhold approval, but may issue its approval of the plans subject to reasonable conditions which must be satisfied. The actual clearing of land and change or improvement shall conform to the approved plans in all material respects.
Failure of Grantee to respond within 60 days to a notification required by this paragraph 2.14 shall be deemed to be approval of the proposed plans. Cost of any reviews undertaken by Grantee or by an agent or agents of Grantee pursuant to this paragraph 2.14 shall be the responsibility of the Grantee. Any party may refer a dispute arising under this paragraph 2.14 to arbitration pursuant to paragraph 16 below. Grantee shall, if requested by an owner of the Property, issue a certificate of compliance indicating that an alteration of the Property undertaken pursuant to this paragraph 2.14 was undertaken pursuant to the approval of the Grantee.

3. **Reserved Rights:** Grantor reserves all rights occurring from his ownership of the Property, including without limitation the right of exclusive use, possession, and enjoyment of the Property or any part thereof and the right to sell, transfer, lease, mortgage, or otherwise encumber the Property or any part thereof as owner subject to the restrictions and covenants set forth in this Easement. Without limiting the generality of the foregoing, Grantor specifically reserves the right to:

- build or enlarge ponds, wetlands, shallow water impoundments, or other improvements to enhance wildlife habitat, consistent with Federal and State authorizations;

- control, use, maintain, repair and improve all existing roads, trails, paths, hedgerows, waterways, docks, gates, fences, and fishing access areas and provide access as may be needed for any activity permitted in this Easement;

- use and control existing utilities, including their installation, construction, maintenance, repair, replacement, removal, relocation and placement on, over or under the Property, and to use any additional utilities, conduits, or equipment of
any kind, including wires, pipes, cables, water pipes, and lines, and similar utility
facilities, and to grant others easements and rights in regard to or for the same,
such additional utilities to be constructed under the surface of the Property, to the
extent reasonably possible, in a manner consistent with the natural character and
scenic beauty of the land.


To accomplish the purpose of this Easement, the following rights are conveyed to
Grantee by this Easement:

4.1 Grantee may preserve and protect the conservation values of the Property;

4.2 Grantee may enforce this Easement at law or in equity pursuant to the provisions
of Article 49, Title 3 of the Environmental Conservation Law against any or all owners of the
Property. If there is a violation of any of the provisions of this Easement, Grantee shall notify
the party in violation, who shall promptly cure the violation by (a) ceasing the violation, or (b)
restoring the Property to the condition before the violation, or (c) both, as appropriate. Failure 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. Disputes arising under this paragraph 4.2 may be referred to arbitration
pursuant to paragraph 16 below, provided that Grantor agrees to cease any alleged ongoing
violation pending resolution of the dispute.
4.3 Grantee shall have the right to enter upon and inspect the Property, at reasonable times and in a reasonable manner, upon prior notice to Grantor, to determine if Grantor is complying with the covenants and purposes of this Easement, provided that any such entrance and inspection may only be made in a manner which shall not disturb or unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

5. **Amendment:** This Easement may be amended upon the written consent of Grantee and the then-owner or owners of the Property. Any such amendment shall be consistent with the purposes of this Easement, shall not affect its perpetual duration, shall comply with Article 49, Title 3 of the Environmental Conservation Law, and shall comply with the deductibility requirements of Section 170(h) of the Internal Revenue Code, or any regulations promulgated pursuant thereto. If such amendment confers value upon the owner of the Property, the owner shall compensate Grantee for such value conferred, in an amount determined by a qualified appraiser retained and paid jointly by the owner and the Grantee. Any such amendment shall be recorded in the official record of the Clerk of Otsego County, State of New York.

6. **Waiver:** Grantee may, on a case-by-case basis, waive any provisions of this Easement that it deems to be non-essential to fulfilling the Easement's conservation purposes. Such waivers may not be granted with respect to residences that may be built. Any such waiver must be supported by a written finding in the minutes of the meeting of the Grantee at which it was approved. Such finding shall state the rationale for allowing the waiver and shall indicate why such a waiver will not compromise the conservation purposes of this Easement. Such individual waivers will not affect the future applicability of any waived provision as applied to other
situations, and any provision waived in an individual case shall continue in full force and effect for other cases. Any such waiver shall comply with Article 49, Title 3 of the Conservation Law and Section 170(h) of the Internal Revenue Code. Copies of resolutions of Grantee's Board of Directors approving such waivers shall be kept in the Grantee's permanent file with this Easement. Grantee shall, if requested by an owner of the Property, issue a certificate of compliance indicating that an alteration of the Property undertaken pursuant to this Section 6 was undertaken pursuant to an approved waiver of this Easement.

7. **Encumbrance by Conservation Easement:** Any conveyance including, without limitation, the transfer, lease, or mortgage of the Property or any part of the Property, shall be subject to this Easement, and 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 an Easement which runs with the land and which was granted to the Otsego Land Trust, Inc., dated ____________, 2000, recorded in the office of the Clerk of Otsego County at Liber ___ of Deeds at Page __.” The failure to include such language shall not affect the validity or applicability of this Easement to such property.

8. **Assignment:** This Easement is transferable by Grantee, but Grantee may transfer its rights and obligations under this Easement only to an organization whose purposes are similar to its own and only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under New York State statute (or any successor provision then
applicable). As a condition of such transfer, Grantee shall require that the conservation purposes of this grant continued to be carried out. If there is no organization in existence willing to receive such interest, then Grantee may transfer such interest to any public organization as shall be permitted by its organizational documents. If Grantee transfers any such interest to any organization other than an organization whose purposes are similar to its own and only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under New York State statute (or any successor provision then applicable), then a responsible official of Grantee shall file an affidavit in connection with any such transfer which shall detail its effort to comply with this paragraph.

9. **Taxes and Assessments:** Each owner of the Property or any part thereof shall pay all taxes and assessments lawfully assessed against the Property or part thereof owned by such owner, who shall provide receipted tax bills to the Grantee upon request.

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

11. **Binding Effect:** The provisions of the Easement shall run with the land, shall inure to the benefit of the parties hereto, their heirs, successors, and assigns, and shall be binding on each owner and any party entitled to possession or use of the Property while such party is the owner or
entitled to possession or use thereof. As used in the Easement, the term "Grantor" shall include all successors in interest and any owner or party entitled to possession or use of any portion of the Property, and the term "owner" shall include the owner of any beneficial equity interest in the Property.

12. **Access:** No right of access by the general public to any portion of the Property is conveyed by this Easement. The Property shall remain for private use and may be posted by the Grantor.

13. **Acts Beyond Grantor's Control:** Nothing contained in this Easement shall be construed to entitle either Grantor or Grantee to bring any action against the other for any injury to, or change in, the Property resulting from causes beyond Grantor's control, including, but not limited to, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property or persons on the Property from such causes.

14. **Third Party Violations:** Grantor, Grantee, and their successors shall not be under any duty to prevent, and shall not be liable for, any violations of this Easement caused by third parties whose presence on the Property has not been authorized by Grantor, Grantee, or their successors.

15. **Standard of Reasonableness:** Whenever the parties hereto are required to provide consents or approvals, the same shall not be unreasonably withheld or delayed.
16. **Arbitration:** If a dispute arises between the parties concerning the consistency of any proposed or currently occurring use, activity, or construction with the purposes and provisions of this Easement, and Grantor agrees not to proceed with such use, activity, or construction pending resolution of the dispute, either party may refer the dispute to arbitration by request made in writing upon the other. Within thirty days of the receipt of such a request, the parties shall select a single arbitrator to hear the matter. If the parties are unable to agree on the selection of a single arbitrator, then each party shall name one arbitrator and the two arbitrators thus selected shall select a third arbitrator. However, if either party fails to select an arbitrator within fourteen days after the first arbitrator is selected, a proper court, on petition of a party, shall appoint the second or third arbitrator or both, as the case may be, in accordance with the laws of the State of New York. The matter shall be settled in accordance with applicable rules of the American Arbitration Association and a judgment on the arbitration award may be entered in any court of competent jurisdiction.

17. **Notices:** Any notice, demand, request, consent, approval, or communication that Grantor or Grantee is required to give to the other shall be in writing and sent by first class mail, postage prepaid, addressed as shown below or to such other address as Grantor or Grantee from time to time shall designate by written notice to the other:

**Grantor:** State University College at Oneonta Foundation Corporation, Inc. 
SUNY College at Oneonta 
308 Netzer Administration Building 
Oneonta, New York 13820

**Grantee:** Otsego Land Trust, Inc. 
P.O. Box 525 
Cooperstown, New York 13326
18. **Headings:** The headings in this Easement are inserted for purposes of convenience only and shall not be taken into account in any construction of this Easement.

19. **Recordation:** Grantor shall record this instrument in timely fashion with the County Clerk of Otsego County, New York.

20. **Controlling Law:** The interpretation and performance of this Easement shall be governed by the laws of the State of New York.

21. **Entire Agreement:** This instrument and the documentation referred to herein set forth the terms of this Easement and supersede all prior discussions, negotiations, understandings, or agreements relating to this Easement. No alteration or variation of this Easement shall be valid and binding unless contained in an amendment that complies with paragraph 5.

22. **No Forfeiture:** Nothing contained in this Easement will result in a forfeiture or reversion of Grantor's title in any respect.

23. **Successors:** All covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.
24. **Termination of Rights and Obligations:** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer, unless Grantor, prior to transfer, obtains a certificate of compliance or estoppel from Grantee.

25. **Extinguishment:**

25.1 If and when the restrictions contained in this Easement are involuntarily extinguished by eminent domain taking or otherwise, Grantor and Grantee agree to divide the proceeds in proportions equal to the fair market value of their interest in the Property as of the date of execution of this Easement, unless the laws of New York State provide otherwise. For purposes of this subparagraph 25.1, Grantor and Grantee agree that the value of Grantee's interest on the date of execution of this Easement shall equal the amount by which the fair market value of the Property immediately prior to the execution of this Easement is reduced by the restrictions imposed by this Easement. Grantee agrees to devote the proceeds it receives in a manner consistent with the conservation purposes inherent in this Easement.

25.2 If this Easement is extinguished pursuant to a judicial proceeding initiated by Grantor, Grantor shall pay to Grantee the greater of the amount specified in subparagraph 25.1 above or the fair market value of the Easement on the date of judicial extinguishment, as determined by an independent appraisal, the cost of which shall be divided equally between Grantor and Grantee.
Area = 86.6607 acres
APPENDIX 2: Farm Lease Agreement for the Thayer Farm lands in which the Bartlett, LLC (tenant) is conducting active agriculture.

Summary: BFS faculty, staff and students are prohibited from impacting or entering areas of active agriculture unless specific permission is given for a particular activity. The Bartlett’s likewise do not interfere with academic activities. BFS personnel should also constantly be aware of agricultural operations to assure BFS vehicles, staff and students do not inadvertently impede farming practices by blocking roads during field trips or other research or educational actions. Bartlett’s must be contacted in advance if a proposed activity has any potential of impacting their operations.

BFS personnel can enter and work in the sugar bushes as long as production maples or sap collecting infrastructure are not damaged.
FARM LEASE AGREEMENT

This Lease is made this ___ day of February, 2001, by and between the State University College at Oneonta Foundation Corporation, Inc., hereinafter called the “Landlord,” and Robert Bartlett and James Bartlett, both residing at Ringwood Farms, Bartlett Road, Cooperstown, New York 13326, referred to hereinafter collectively as “Tenants”. This Agreement is made to further define the instructions of the Last Will and Testament (The Will) of Rufus J. Thayer, deceased May 21, 1999.

1. Description of Property. The Landlord hereby leases to the Tenants, to use for agricultural purposes only, approximately 85.9 acres cultivated in 1999 and approximately 12 acres of two sugar bushes on the Thayer Farm (the “Farm”), located in the Town of Springfield, Otsego County, New York. This location is identified by Parcel Number 54.00-1-40 of the Town of Springfield Real Property Tax Map and further described as USDA-NRCS Otsego Farm Plan Tract No. 2550, shown by attached exhibit (Map and photo).

2. Term. This Lease shall become effective on the first day of March, 2000 and shall terminate on the twenty-eighth day of February, 2050. If the Tenants intentionally fail to cultivate the Farm for one entire year, barring conditions beyond their control, this Lease will terminate automatically at the end of that year. If any field, or series of fields, is allowed to remain fallow for more than one year, barring conditions beyond the control of the Tenants, provided that action is in violation of the Farm Plan, the Landlord, from that time onward, has the right to Lease such fields to other farmers, according to the spirit of the Will. This Lease may be terminated at any time at the volition of the Tenants, provided that the Tenants give written notice to the Landlord at least one year before the effective date of termination, barring conditions beyond their control.

3. Amount of Rent and Time of Payment. The Tenants shall pay to the Landlord the sum of $1,000.00 annual rent. The first year’s rent must be paid before or at the signing of this Lease by the Tenants. Each subsequent year’s rent shall be paid by the Tenants on or before the first day of March of that year to the Landlord at the address as set forth below.

4. Tenants’ Use of Farm.
A. Tenants’ use of the Farm will be limited to production of hay, silage, grain and similar crops as cultivated on the 85.9 acres worked during the five-year period (1995-1999) preceding the commencement of this lease. Cultivated acreage will not be added to the Farm as it existed in 1999.

B. Hedgerow clearing and field-boundary maintenance shall be preformed as needed to remove vegetation from areas contiguous with the crop production fields described above, removing trees grown into, overgrowing or fallen onto the cultivated fields. Removal of fire wood from this maintenance is permitted.

C. The tenant’s use of the Farm also includes collection of maple sap from the two (2) sugar bushes, consisting of approximately 12 acres of wood lot, using plastic tubing of professional
quality which is installed for multi-season use. Such tubing shall be first placed in the 2001 season.

D. Wood lot clearing of the sugar bushes shall be performed as necessary for sap collection but shall be limited to removal of debris which obstructs operations. Removal of firewood from this maintenance is reserved by the Landlord. No production maple trees shall be cut.

E. Tenant access and use of sugar bushes does not preclude the Landlords use of those lands for programmatic purposes as long as they do not negatively impact the activities of the Tenants.

5. **Landlord’s Covenants.**

A. The Landlord’s agent at the commencement of this Lease is the State University College at Oneonta Biological Field Station (BFS). Should there be any change during the term of this lease, the Landlord will give written notice to the Tenants at least one year before the date of the proposed change, barring conditions beyond its control.

B. The Landlord, or its agents, will communicate with the Tenants at least annually and, to the best of its efforts, upon any request from the Tenants. The Landlord, or it’s agents, will use their best efforts to coordinate BFS research and monitoring and educational programs with the Tenant’s seasonal crop production activities which are highly weather dependent. The Landlord, or it’s agent, will advise the Tenants of locations and purposes of monitoring equipment that would normally be encountered by the Tenants as they carry out permitted activities.

C. The Landlord will furnish and allow Tenants access to and from the Farm, including that available to the Landlord from Thurston Hill Road, such as has been in use historically by the Thayers’, and as has been in use by the Tenants since 1980s. The Landlord will guarantee that access will continue through the duration of the Lease even in the case that intervening parcels may be sold or otherwise transferred to new owners. This guarantee includes general use of the roads, tracks, and routes now used by the Tenants, including the track through the upper (“Getman Farm”) existing-building envelope.

D. The Landlord will maintain the north driveway to the Farm, providing access from NYS Route 80, and will maintain the existing from road across the field and uphill to the Getman Farm and sugar bushes. At the Landlord’s option, the driveway will be gated and kept locked when the Tenants are not present on the Farm unless the Tenants find the gate unlocked upon their arrival, which would indicate use by the BFS. The Landlord will provide the Tenants with a key to the gate. Should the Landlord require the gate, it shall be placed a minimum of eighty feet from the edge of the roadway of NYS Route 80 and will be a minimum of twenty-four feet wide to accommodate farm vehicles and equipment temporary parking. The Landlord will use its best efforts to assure that any use of this driveway by vehicles used by the Landlord, or its agents, or personnel involved in ongoing academic programs will not interfere with the Tenant’s use of the Farm.

E. The Landlord will reserve and maintain existing farm roads, tracks and routes for the Tenant’s use. Additionally, should the Landlord need to relocate, improve and construct driveways suitable for BFS programmatic use, or to demolish, reconstruct or modify existing
structures within the building envelopes for use in BFS programs, that have the potential of impacting the Tenant’s permitted activities, the Landlord will make its best efforts to give Tenants written notice at least one year before the proposed dates of such activity. The Landlord will use its best efforts to prevent damage to existing crops and to avoid encroachment upon crop land, excluding the Grantor’s planned road improvements that may necessitate minimal widening of the present roads and tracks to facilitate increased programmatic traffic and the use of the Tenant’s agricultural equipment (e.g. 5.D). Encroachment upon original acreage of crop land, including sugar bushes, will be cause for monetary or other compensation based on the % of agricultural land removed from the original 98 acres (1.) in agricultural use, relative to the per acre value of the use of the land as determined by the annual rent. The Landlord will be responsible for all permits for construction activities not involving those exclusively undertaken for the benefit of the Tenants.

F. The Landlord, or its agent, will advise the Tenants prior to the signing of this lease the nature of their general plans for existing and new driveways and the nature of combined or separate traffic for BFS and Tenant’s vehicles.

6. Tenants’ Covenants.

A. The Tenants will follow the farming practices that are recommended by the U.S. Department of Agriculture (Natural Resource and Conservation Service [NRCS]) and any other guidelines offered by the US Dept. Agriculture and Markets and the NYS Department of Environmental Conservation. These practices are those best suited to the current type of agriculture and the local soil characteristics and topography. The Tenants have provided to the Landlord a copy of their existing Conservation Plan executed by the NRCS for Tract 2550 and which addresses dimensions and locations of fields, crop rotation, pasture and hayland management, nutrient management, waste utilization and record keeping.

B. The Tenants will furnish to the Landlord a statement of their plans annually for each new year at least three (3) months before the start of spring agricultural activities. The Tenants will furnish to the Landlord in the form of a plan, annual summaries consisting of a written field-by-field record of the amounts, kinds, and dates of applications of fertilizers and any pesticides as prepared for the NRCS. The Tenants shall provide, in addition to these, notice of any amendments or modifications to the Conservation Plan at least one year in advance of implementation. Should any deviations from the Plan be instituted, they must be agreed upon by the Tenants, the landlord or its agents, and must follow the advice of the NRCS, and that of any regulatory agencies that does not conflict with the NRCS, including but not limited to, NYS and federal agencies as well as any County or Town agencies in existence at the time.

C. The Tenants will furnish all labor, power, machinery and movable equipment and underwrite all related operation expenses to operate the Farm. The Tenants will furnish all labor and material for repair and improvement of farm-related drains and improvements, but only to the extent that they are solely needed by their operations alone. Such drains and improvements are to be kept in as good repair and condition as they are at the commencement of the Lease, subject to ordinary wear, depreciation or unavoidable destruction.
D. The Tenants will use fertilizers, pesticides, fuels and other chemicals in accordance with state and federal regulations. The Tenants will not store motor vehicles, tractors, fuels and chemicals on the Farm in violation of any applicable insurance policy, conservation easement or state or federal regulations. The Tenants farm equipment which is in active use in planting, tilling or harvesting may be left overnight on the Farm during those active periods only.

E. The Tenants will not use any of the buildings on the Farm or any of the lands uncultivated at the commencement of the Lease which are immediately adjacent to those buildings, without the Landlord’s express permission.

F. The Tenants will use their best efforts to assure that any use of roads and driveways by vehicles used by the Tenants will not interfere with the Landlord’s research and educational activities.

G. The Tenants will communicate at least annually with the Landlord regarding details of current and future plans for farming activities. The Tenants will use their best efforts to coordinate their activities with the scientific research, monitoring, and educational programs of BFS as permitted by weather and crop conditions. The Tenants will provide notice to the Landlord regarding farming activities which cannot be delayed to accommodate BFS programs or which might create safety hazards. The Tenants will make every effort to keep communication flowing between them and the Landlord provided that the Landlord makes a similar effort.

H. The Tenants will cooperate with the terms of the Landlord’s conservation easement drawn upon the Farm that reflect the instructions of the Will, however, such easement between the Landlord and the Otsego Land Trust shall be construed to conform with the terms and conditions of the lease.

I. The Tenants will not assign this Lease to any person or persons nor sublet any part of the Farm; provided, however, if either or both of the Tenants die or become disabled, or are otherwise unable or unwilling to continue farming during the 50-year term of this lease, Ringwood Farms LLC may appoint another person to assume such Tenant’s interests and obligations for the remainder of this lease.

J. The Tenants will yield peaceable possession of the Farm at the termination of this Lease.

7. **Landlord’s Access.** Landlord and its representatives shall have full access to the Farm for conservation, environmental education or ecological research purposes and will use their best efforts not to interfere with the farming activities of the Tenants. The Landlord will not repeatedly or continually damage crops or encroach upon agricultural areas. This does not preclude the Landlord’s access and use of wood lots used as sugar bushes as long as those uses do not negatively impact the activities of the Tenants.

The Landlord shall specifically notify all onsite users, researchers and students, that crops shall not be damaged (e.g., by indiscriminate trampling by foot or vehicular traffic). The Landlord may offer students an educational background introducing them to the nature of farming practices. The Landlord will designate permanent limited access corridors to ponds, wetlands and other student attractions, with the full notification and agreement of the Tenants. The Landlord, or its agent, will closely supervise student groups to prevent unwarranted or unsafe trespass. The Landlord, and its representatives, will use their best efforts not to interfere
with the farming activities of the Tenants undertaken in full compliance with this Lease. It is recognized that properly supervised access may occasionally result in negative impacts beyond the control of the Landlord, despite every effort to prevent such occurrences.

8. **Tenants’ Indemnification of Landlord.** The Tenants agree to indemnify and hold harmless the Landlord from any and all liability, including attorneys’ fees, arising out of the Tenants’ activities on the Farm.

9. **Landlord’s Indemnification of Tenants.** The Landlord agrees to indemnify and hold harmless the Tenants from any and all liability, including attorneys’ fees, arising out of Landlord’s activities on the Farm.

10. **No Partnership or Joint Venture.** None of the terms of this Lease shall be construed as creating a partnership or joint venture between Landlord and the Tenants.

11. **Entire Agreement.** This Lease shall be considered the entire agreement between Landlord and the Tenants. The Landlord’s Conservation Easement granted to the Otsego Land Trust shall be construed to conform with the terms and conditions of this Lease. Any amendments to this Lease must be in writing and signed by Landlord and the Tenants. This Lease may be recorded separately from the deed to the property.

12. **Damages.** Failure of either party to comply with the agreement and covenants set forth in this Lease, shall be subject to resolution under the terms of Article 7 of the Real Property Actions and Proceedings Law of the State of New York or any other applicable statute or regulation of the State of New York, which is in existence at that time.

Dated: February __, 2001

LANDLORD:
The State University College at Oneonta
Foundation Corporation, Inc.
308 Netzer Administration Building
College at Oneonta
Oneonta, New York 13820

By:
Title:

TENANTS:

__________________________
Robert Bartlett

__________________________
James Bartlett
APPENDIX 3. Text of conservation easement for the Thayer Farm “agricultural” parcels with selected exhibits.

Summary: Surveyed building envelopes on the property are the only areas where infrastructure can be developed. The property is uniquely situated to provide educational advantages by incorporating cultural and historical elements into at least BFS pre-college field trip programs. Since it is in a designated federal and state historic district, and since it is our intention to secure funds through barn preservation programs operated by the NYS Office of Parks, Recreation and Historical Preservation, it is necessary to keep the appearance of the property similar to that of a turn-of-the-century farm. Any permanent construction must conform to those intentions and should, when at all possible, appear similar to buildings that have been previously razed.

We have maintained fruit trees, gardens, a grape trellis and an asparagus bed to contribute to the appearance of the farm and for use of faculty and staff. Likewise, a shale pit has been designated. Several acres of meadow are mowed by BFS personnel for academic use that are not part of the lands worked under the Farm Lease Agreement. Selected items of old farm equipment have been left in the open for educational and aesthetic reasons.

The Morris family has lifelong hunting rights on the property, and similarly, BFS personnel have routinely been given permission to hunt on the property.
DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement") is made this 16th day of February, 2001, between THE STATE UNIVERSITY COLLEGE AT ONEONTA FOUNDATION CORPORATION, INC., a New York not-for-profit corporation having its principal office in the City of Oneonta, County of Otsego, State of New York ("Grantor") and the OTSEGO LAND TRUST, INC., a New York not-for-profit corporation with its office at P.O. Box 173, Cooperstown, New York, 13326 ("Grantee").

WITNESSETH

WHEREAS, Grantor is the owner in fee of real property (the "Properties") consisting of approximately 167.57 acres (Property "A" The Thayer Farm) and 1.652 acres (Property "B" The Lakefront) in the Town of Springfield, Otsego County, New York, as per "Exhibit 1", the deed; the existing conditions of which are more particularly described in the attached Exhibits 2 through 8. "Exhibit 2", the property survey, illustrates the boundaries and salient features; "Exhibit 3", a 1999 aerial photograph of the properties; "Exhibit 4", boundaries of agricultural fields; "Exhibit 5", elevations; "Exhibits 6 and 7", related photographs; "Exhibit 8", Otsego Lake tributaries with headwaters originating on the Thayer properties; all of which are attached hereto and incorporated herein by reference; and
WHEREAS, the protection of wetlands and their surrounding watersheds is an urgent priority of many clearly delineated state and federal governmental policies, including but not limited to Article 24 of the New York State Environmental Conservation Law and Section 404 of the Federal Clean Water Act; and

WHEREAS, subdivision and development pressure in the area where the Properties are located threaten rural, scenic, ecological, and open space character, water quality, and the scenic views from adjacent roads; and

WHEREAS, the preservation of the streams, wetlands, ponds, fields and forests, scenic open space and watershed land located on the Properties will protect a significant and unique habitat for wildlife and plant communities and will advance clearly delineated government policies for the protection of farmland, open space, wetlands, forest lands and ecological resources, while providing a significant public benefit by conserving a large contiguous area of scenic character and beauty; and

WHEREAS, Grantee has determined that acquisition of a conservation easement on the Properties will promote its charitable purpose of protecting areas of open space, ecological, aesthetic, watershed, and other natural resource values in Otsego County; and
WHEREAS, Grantee is a New York not-for-profit corporation within the meaning of Article 49, Title 3 of the Environmental Conservation Law of the State of New York and is qualified to be the Grantee of tax deductible conservation easements pursuant to Sections 170(h) and 501(c)(3) of the Internal Revenue Code; and

WHEREAS, Grantor owns lands nearby Property A operated by the State University College of Oneonta as a biological field station (the "Biological Field Station"); and

WHEREAS, Grantor shares the land conservation goals of Grantee and desires to ensure that the Properties become a wildlife refuge and protected ecosystem, through preservation and improvement of their habitat as a living laboratory for nature study and observation, while preserving air and water quality, farmland, wetlands, open space, and scenic views for the benefit of present and future generations; and

WHEREAS, Grantor further intends, as owner of the Properties, to convey to Grantee the right to preserve and protect the conservation value of the Properties in perpetuity; and

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the conservation value of the Properties for the benefit of this generation and the generations to come; and
WHEREAS, Property A:
- contains wetlands, small ponds and the headwaters of at least four small streams and wetlands with unique ecological value and which, along with groundwater, feed into Otsego Lake, itself a critical environmental resource for the entire region. The water quality of three such streams has been manually sampled at the stream mouths by the Biological Field Station (BFS) and found to be of "excellent quality". The land supports abundant wildlife, including beaver, and is of great scenic beauty, and
- Property A also is adjacent to approximately 84.7 acres of land owned by the Grantor and protected by conservation easement; and
- is visible from Lake Otsego and is part of Lake Otsego’s viewshed and constitutes part of Lake Otsego’s watershed; and
- is within the Glimmerglass Historic District; and
- contains open fields currently under cultivation; and

WHEREAS, Property B has approximately 257 feet of frontage on New York State Highway 80 and approximately 158.85 feet of frontage on Otsego Lake and is severely threatened by development pressure; and
WHEREAS, Grantor is directed in Article VI of the Last Will and Testament ("the Will") of Rufus J. Thayer (deceased May 21, 1999) to "grant a conservation easement that shall protect the property, consistent with these covenants and restrictions" (as stated in Article VI); and

WHEREAS, Grantor is directed in the same Article VI of the same document above to permit farming as further delineated in the Farm Lease Agreement and to which the Conservation Easement shall be construed to conform with these terms and conditions of this lease; and

NOW, THEREFORE, in consideration of the above and mutual covenants, terms, conditions, and restrictions contained in this Easement, and pursuant to the New York State Environmental Conservation Law, Section 49-0305, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Properties of the nature and character hereinafter set forth.

1. **Purpose.**

   1.1 **Property A.** It is the purpose of this Easement, with respect to Property A, to conserve the scenic, open, ecological functionality and pastoral natural character of Property A and to preserve Property A for use as a valuable resource for education and scientific research, while providing for its ecological integrity, sustainability, biodiversity, management, and use, consistent with the conservation purposes of this Easement. The purpose is construed to
conform with the terms and conditions of The Will, by which the Deviser/Grantee will hold, maintain and use the said premises in its pastoral state, shall preserve it in its pastoral state, and usage shall be such that the pastoral habitat shall not be endangered or destroyed.

1.2 Property B. It is the purpose of this Easement, with respect to Property B, to conserve and improve the scenic shoreline and natural character of the Property B by consolidating existing building lots and defining and restricting further construction.

1.3 Grantor intends that this Easement will confine the use of the Properties to such activities as are consistent with the purposes of this Easement.


2.1 Property A.

2.1.1 Subdivision: Property A may be subdivided subject to the restrictions and terms of the Easement. However, no structures may be erected outside existing building envelopes, or within three feet of the boundaries thereof, as shown on Exhibit “2”.

2.1.2 Use: Commercial use, development, recreational use of snowmobiles, and use of off-road vehicles are prohibited. Horseback riding is prohibited while under Biological
Field Station management. Non-recreational use of motorized vehicles is permitted only in connection with educational, scientific, agricultural, or forestry uses of the Properties and as necessary for patrolling or gaining access to the Properties. Hunting and trapping is permitted only in furtherance of a land or wildlife management or research need. An exception is that Douglas Morris, his spouse Susan Morris and their son, Douglas, are permitted to hunt large and small game for the remainder of their lifetimes providing they give reasonable notification to Grantor in accordance with Section 17 and do not endanger staff or ongoing research. Permitted uses of Property A include:

- forestry, agriculture, education, scientific research, and non-consumptive activities (including but not limited to hiking, snowshoeing and cross-country skiing). It is expected that agriculture will be practiced on the property by Robert and James Bartlett (and/or their designees) according to a 50 year lease between them and the grantor. This Easement shall be construed to conform with the terms and conditions of said lease. If for any reason the Bartletts are unable to farm for the duration of the lease, and after the termination of the lease, and as long as the grantor remains in possession of the property, the grantor will maintain the right to arrange for others to continue practicing agriculture according to the programmatic needs of the Biological Field Station;
- construction and maintenance of a trail system including wooden walkways and bridges, and temporary project-related structures; and
residential use of the Thayer homestead, with preference given to Biological Field
Station students, faculty, caretakers and their immediate families. Should the
homestead be leased or sold otherwise, its use shall be limited to a single family
residence and may only be replaced with a single family residence.

2.1.3 Limitations on Agriculture: Agriculture is limited to those areas
currently under cultivation as in 1999(Exhibit “4”). Farming practices shall meet the criteria of
the USDA-Natural Resources Conservation Service (NRCS) and other relevant federal, state and
county agencies. Farming is limited to the growing and harvesting of field crops, including
commercial traditional hybrid varieties now available. Future crops may include field and
forage crops and wildlife forage crops, and educational or experimental plantings. Controlled
grazing by domestic animals may be carried out. Genetically modified plants and seeds may not
be used without prior approval of Grantor and Grantee.

2.1.4 Limitations on Forestry: Harvesting of maple sap from the two major
and the one minor sugar bushes shall be permitted by the farm lease agreement and or for BFS
programmatic purposes. No healthy, producing maple trees shall be cut. Firewood may be cut
in relation to hedgerow clearing and field boundary maintenance. Firewood may be cut by the
grantor from diseased, dying, dead, injured, fallen or dangerous trees and in relation to wood lot
conservation management practices as well as those necessary for the maintenance of driveways,
trails, utilities and other improvements allowed under this Easement. Timber may be harvested

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as part of forest stewardship activities, for maintenance of natural habitats and or educational or research purposes, but not primarily for income. All wood lot operations will follow the guidelines of the NYS Department of Environmental Conservation (NYSDEC) and other relevant agencies which will, in part, necessitate adequate erosion and sedimentation controls. High-grading and clear-cutting are to be strongly discouraged and may only be considered a management tool when deemed necessary by the NYSDEC for disease or insect control.

2.1.5 Permitted Structures: Existing structures may be maintained, improved, replaced or razed. New structures may be built within the existing building envelopes as shown on Exhibit 2 only to support educational or programmatic needs. The Thayer homestead may be maintained, improved, enlarged, replaced or razed. Trailers and modular homes are not permitted. All supporting utilities shall be underground. Billboards and advertising signs are prohibited. Signage shall not exceed twenty-five square feet nor six feet in height.

2.1.6 Exterior Appearance: Permitted Grantor-owned accessory structures will all have a weathered, rustic or "Adirondack style" appearance. Painted or stained surfaces will be a "Forest Service brown", earth tones or colors and design consistent with the region and its heritage. All structures will be maintained in good repair. Structures in poor repair will be restored, replaced or razed and the site returned to its natural condition.

The exterior of the Thayer homestead will be maintained in a manner consistent with its present appearance, or its architectural period, or/and other homesteads within the
Glimmerglass Historic District. Any new construction will utilize natural materials (wood, stone or brick) on its exterior and use colors and design consistent with the region and its heritage.

Antennae, communication towers or similar structures may not exceed building height nor be free standing.

2.2 Property B.

2.2.1 Subdivision: Property "B" may not be subdivided. Existing plot lines will be consolidated into a single parcel.

2.2.2 Use: Commercial use and/or development is prohibited. The recreational use of snowmobiles and off-road vehicles is not permitted. Educational, scientific research and non-consumptive activities are permitted.

2.2.3 Limitations on Agriculture: There shall not be any commercial agriculture permitted.

2.2.4 Limitations on Forestry: No trees or tree limbs may be removed within 100 feet of the shoreline without the prior approval of the Grantee. Cutting of firewood in accordance with sound conservation practices is permitted. Fallen, dead or dangerous trees may
be removed as well as those necessary for the maintenance of driveways, trails, utilities and other improvements allowed under this Easement.

2.2.5 Permitted Structures: Existing structures may be maintained, improved, replaced, or razed. No more than one dock is permitted and may not project more than seventy-five feet from the shoreline, exceed five feet in width or three hundred square feet in surface area.

Upon sale of the property the existing cinder block and wood frame building and the small cottage must be removed and the sites returned to a natural condition. Any new construction must have a setback of at least 100 feet from the shoreline of Otsego Lake. One single family home may be built. All utilities must be underground. No trailers or modular homes are permitted.

2.2.6 Exterior Appearance: Existing structures will be maintained in good repair unless they are scheduled for removal within a reasonable time period. New construction will utilize natural materials, wood, stone or brick, for exterior siding and use colors and design consistent with the region and its heritage. Non-reflective materials will be used on the lakeside exposure and the structure will not exceed two stories in height nor extend above the tree line. Antennae, communication towers or similar structures may not exceed building height nor be free standing.
2.3 Additional Restrictions on the Properties.

2.3.1 Fences: Fences and gates that are normal and customary in the vicinity of the Properties may be erected, repaired or replaced.

2.3.2 Sale or Transfer: This Easement shall not restrict or affect the rights of any owner of the Properties or any part thereof to sell, lease, transfer, convey, mortgage, or otherwise encumber the Properties or any part thereof subject to the terms and conditions of this Easement, The Will, and the Farm Lease Agreement. Nothing contained herein shall restrict an owner of the Properties or part thereof from imposing further restrictions upon conveyance or otherwise, as long as the farming activities are not in any way impaired or that the directions of The Will are not disregarded.

2.3.3 Chemicals: No pesticide, herbicide, or other chemical treatment for land, vegetation, or animals shall be used unless its use is legal and not defined as harmful by agency standards to any wetlands or watercourses.

2.3.4 Dumping and Storage: No dumping of sewage, refuse, oil and its by-products, leached compounds, toxic materials, or any other unsightly or offensive materials shall be allowed. No storage of such substances or materials shall be permitted, except as may be
necessary in connection with permitted uses of the Properties. Non-toxic refuse and materials may be temporarily stored.

2.3.5 Removal of Brush and Exotic Vegetation: Brushland, not associated with wetlands, containing saplings no greater than 15 feet in height may be cleared for permitted conservation uses, however the property shall be preserved in its pastoral condition. This does not preclude removal or damage to vegetation necessarily incurred during permitted improvements of, or maintenance of roads and lanes, necessary to reduce erosion and sedimentation, and assure adequate safety to those engaged in on-site activities, nor does it preclude removal of vegetation in selected areas facilitating programmatic goals. Notwithstanding any other provisions of this Easement, vegetation which is not native to the Otsego County region may be removed from the Properties, provided that such removal is conducted in a manner that does not cause erosion, sedimentation, or pollution or regrowth of the exotic species.

2.3.6 Mining, Pipelines and Landfills: There shall be no surface or subsurface mining or quarrying on the Properties except that the existing shale pit located on Property A (Exhibit 2) may continue to be mined. The Grantor and Grantee shall make every effort to ensure that there shall be no placement of high voltage transmission lines, cellular towers, microwave relays, pipelines of any nature, landfills, or other land uses detrimental to the scenic character, agricultural use, air and water quality, and natural health of all living ecosystems on
Properties A and B. This shall not prevent the installation and maintenance of local utility
distribution lines, which may be underground within the building envelopes and which in any
case shall not interfere with cultivation of the areas farmed as in 1999.

2.3.7 Waterways and Waterbodies: No waterways or waterbodies located on
or contiguous to the Properties shall be polluted by overt human activity causing sedimentation,
siltation, or other water quality degradation. Any activity in areas likely to be subject to Section
404 of the Federal Clean Water Act may require prior written authorization from the US Army
Corps of Engineers, New York District.

2.3.8 Trails and Drainage: Unpaved (packed granular) driveways, trails,
wooden walkways and drainage ways may be constructed, maintained, and improved provided
that they are constructed and located in a manner which minimizes erosion, sedimentation, and
impacts on landscape quality and encroachment of farm lease area and activities, and are
compatible with permitted uses of the Properties and may be continued to be used by farmers as
in 1999. Paved driveways, parking areas and walkways are permitted within building envelopes
as in existence in 1999. Driveways for school bus traffic will be located and designed in
advance for high safety standards, and to avoid conflict of use and encroachment of agricultural
lands as used in 1999. Permits will be obtained before any new construction from relevant
agencies. The forgoing does not preclude maintenance activities necessary to minimize erosion
and sedimentation and facilitate safe access and egress by personnel engaged in on site activities on roads and lanes used historically to access various parts of the properties.

2.3.9 Water Supply and Sewage Disposal: Drilled wells for potable water and for sanitary and fire protection purposes, including pressure tanks, treatment and pumping stations, storage tanks, distributions lines, and sewage treatment and disposal facilities shall be properly located and designed to preclude excessive mining of ground, water, reduction of stream flow and lowering of local nearby water-pumping levels, to prevent water quality degradation of streams and aquifers, and to avoid encroachment upon cultivated farm areas. No water shall be withdrawn for commercial irrigation or snow-making. Permits will be obtained before construction from all relevant regulatory agencies, including, but not limited to the NYS Department of Health and NYS Department of Environmental Conservation.

2.3.10 Prior Approval: No improvement or substantial change to the Properties (such as the construction of, addition to, or exterior modification of any agricultural, accessory, scientific research, educational, or lodging structure, or the construction, relocation or improvement of any farm driveway for school busses, or any parking lot, or the construction and enlargement of ponds, development of shallow-water impoundments and alterations to wetlands shall be made until plans for the work are submitted to and approved in writing by Grantee and all relevant regulatory agencies as to compliance of the proposed structural, driveway or waterway work with the purposes and restrictions contained in this Easement. In connection
with such improvement or substantial change, no land shall be excavated, logged, or cleared, and no work shall be commenced without relevant regulatory agency and the Grantee's prior written approval. Upon receipt of the plans for the proposed work, Grantee will neither unreasonably delay its decision nor unreasonably withhold approval, but may issue its approval of the plans subject to reasonable conditions which must be satisfied. The actual clearing of land and the completed structure, change or improvement shall conform to the approved plans in all material respects. These provisions are not intended to thwart the intention of the Grantor to improve the main access road through the property from NYS Rt. 80 to the western boundary of the property along the historically used route as shown in Exhibit 2; USDA aerial photograph, 1999, Exhibit 3; nor to provide adequate parking facilities for programmatic use.

Failure of Grantee to respond within 60 days to a notification required by this paragraph 2.3.10 shall be deemed to be approval of the proposed plans. Cost of any reviews undertaken by Grantee or by an agent or agents of Grantee pursuant to this paragraph 2.3.10 shall be the responsibility of the Grantee. Any party may refer a dispute arising under this paragraph 2.3.10 to arbitration pursuant to paragraph 16 below. Grantee shall, if requested by an owner of the Properties, issue a certificate of compliance indicating that an alteration of the Properties undertaken pursuant to this paragraph 2.3.10 was undertaken pursuant to the approval of the Grantee.
3. **Reserved Rights:** Grantor reserves all rights occurring from his ownership of the Properties, including without limitation the right of exclusive use, possession, and enjoyment of the Properties or any part thereof and the right to sell, transfer, lease, mortgage, or otherwise encumber the Properties or any part thereof as owner subject to the restrictions and covenants set forth in this Easement, the Will, and the Farm Lease Agreement. Without limiting the generality of the foregoing, Grantor specifically reserves the right to:

- use, convert to a different non-commercial use, maintain, repair, remodel, replace, relocate and/or demolish any and all structures which presently exist within the existing envelopes on the Properties as shown in Exhibit “2”, including houses, outbuildings, offices, lean-tos, fences, gates, etc.;

- build or enlarge ponds, wetlands, shallow water impoundments, or other improvements to enhance wildlife habitat, consistent with Federal and State authorizations;

- control, use, maintain, repair and improve all existing roads, trails, paths, hedgerows, waterways, docks, gates, fences, and fishing access areas and provide access as may be needed for any activity permitted in this Easement;

- use and control existing utilities, including their installation, construction, maintenance, repair, replacement, removal, relocation and placement on, over or
under the Properties, and to use any additional utilities, conduits, or equipment of any kind, including wires, pipes, cables, water pipes, and lines, and similar utility facilities, and to grant others easements and rights in regard to or for the same, such additional utilities to be constructed under the surface of the Properties, to the extent reasonably possible, in a manner consistent with the natural character and scenic beauty of the land.

4. **Rights of Grantee.**

To accomplish the purpose of this Easement, the following rights are conveyed to Grantee by this Easement:

4.1 Grantee may preserve and protect the conservation values of the Properties;

4.2 Grantee may enforce this Easement at law or in equity pursuant to the provisions of Article 49, Title 3 of the Environmental Conservation Law against any or all owners of the Properties. If there is a violation of any of the provisions of this Easement, Grantee shall notify the party in violation, who shall promptly cure the violation by (a) ceasing the violation, or (b) restoring the Properties to the condition before the violation, or (c) both, as appropriate. Failure
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. Disputes arising under this paragraph 4.2 may be referred to arbitration pursuant to paragraph 16 below, provided that Grantor agrees to cease any alleged ongoing violation pending resolution of the dispute.

4.3 Grantee shall have the right to enter upon and inspect the Properties, at reasonable times and in a reasonable manner, when practicable, upon prior notice to Grantor, to determine if Grantor is complying with the covenants and purposes of this Easement, provided that any such entrance and inspection may only be made in a manner which shall not disturb or unreasonably interfere with Grantor's use and quiet enjoyment of the Properties.

5. Amendment: This Easement may be amended upon the written consent of Grantee and the then-owner or owners of the Properties. Any such amendment shall be consistent with the purposes of this Easement, shall not affect its perpetual duration, shall comply with Article 49, Title 3 of the Environmental Conservation Law, and shall comply with the deductibility requirements of Section 170(h) of the Internal Revenue Code, or any regulations promulgated pursuant thereto. Reasonable effort should be utilized to advise immediate members of the Thayer family of any such amendment. If such amendment confers value upon the owner of the Properties, the owner shall compensate Grantee for such value conferred, in an amount determined by a qualified appraiser retained and paid jointly by the owner and the Grantee. Any
such amendment shall be recorded in the official record of the Clerk of Otsego County, State of New York.

6. **Waiver:** Grantee may, on a case-by-case basis, waive any provisions of this Easement that it deems to be non-essential to fulfilling the Easement's conservation purposes. Such waivers may not be granted with respect to residences that may be built or to activities subject to governmental permits. Any such waiver must be supported by a written finding in the minutes of the meeting of the Grantee at which it was approved. Such finding shall state the rationale for allowing the waiver and shall indicate why such a waiver will not compromise the conservation purposes of this Easement. Such individual waivers will not affect the future applicability of any waived provision as applied to other situations, and any provision waived in an individual case shall continue in full force and effect for other cases. Any such waiver shall comply with Article 49, Title 3 of the Conservation Law and Section 170(h) of the Internal Revenue Code. Copies of resolutions of Grantee's Board of Directors approving such waivers shall be kept in the Grantee’s permanent file with this Easement. Grantee shall, if requested by an owner of the Properties, issue a certificate of compliance indicating that an alteration of the Properties undertaken pursuant to this Section 6 was undertaken pursuant to an approved waiver of this Easement.

7. **Encumbrance by Conservation Easement:** Any subsequent conveyance including, without limitation, the transfer, lease, or mortgage of the Property or any part of the Property,
shall be subject to this Easement, and 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 an Easement which runs with the land and which was granted to the Otsego Land Trust, Inc., dated [February 16], 2001, recorded in the office of the Clerk of Otsego County at Liber ___ of Deeds at Page ____." The failure to include such language shall not affect the validity or applicability of this Easement to such property.

8. Assignment: This Easement is transferable by Grantee, but Grantee may transfer its rights and obligations under this Easement only to an organization whose purposes are similar to its own and only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under New York State statute (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the conservation purposes of this grant continued to be carried out. If there is no organization in existence willing to receive such interest, then Grantee may transfer such interest to any public or private organization as shall be permitted by its organizational documents. If Grantee transfers any such interest to any organization other than an organization whose purposes are similar to its own and only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold
conservation easements under New York State statute (or any successor provision then applicable), then a responsible official of Grantee shall file an affidavit in connection with any such transfer which shall detail its effort to comply with this paragraph.

9. **Taxes and Assessments:** Each owner of the Properties or any part thereof shall pay all taxes and assessments lawfully assessed against the Properties or part thereof owned by such owner, who shall provide receipted tax bills to the Grantee upon request.

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

11. **Binding Effect:** The provisions of the Easement shall run with the land, shall inure to the benefit of the parties hereto, their heirs, successors, and assigns, and shall be binding on each owner and any party entitled to possession or use of the Properties while such party is the owner or entitled to possession or use thereof. As used in the Easement, the term "Grantor" shall include all successors in interest and any owner or party entitled to possession or use of any portion of the Properties, and the term "owner" shall include the owner of any beneficial equity interest in the Properties.
12. **Access:** No right of access by the general public to any portion of the Properties is conveyed by this Easement. The Properties shall remain for private use and may be posted by the Grantor.

13. **Acts Beyond Grantor’s Control:** Nothing contained in this Easement shall be construed to entitle either Grantor or Grantee to bring any action against the other for any injury to, or change in, the Properties resulting from causes beyond Grantor’s control, including, but not limited to, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Properties or persons on the Properties from such causes.

14. **Third Party Violations:** Grantor, Grantee, and their successors shall not be under any duty to prevent, and shall not be liable for, any violations of this Easement caused by third parties whose presence or activities on the Properties have not been authorized by Grantor, Grantee, or their successors.

15. **Standard of Reasonableness:** Whenever the parties hereto are required to provide consents or approvals, the same shall not be unreasonably withheld or delayed.

16. **Arbitration:** If a dispute arises between the parties concerning the consistency of any proposed or currently occurring use, activity, or construction with the purposes and provisions of
this Easement, and Grantor agrees not to proceed with such use, activity, or construction pending resolution of the dispute, either party may refer the dispute to arbitration by request made in writing upon the other. Within thirty days of the receipt of such a request, the parties shall select a single arbitrator to hear the matter. If the parties are unable to agree on the selection of a single arbitrator, then each party shall name one arbitrator and the two arbitrators thus selected shall select a third arbitrator. However, if either party fails to select an arbitrator within fourteen days after the first arbitrator is selected, a proper court, on petition of a party, shall appoint the second or third arbitrator or both, as the case may be, in accordance with the laws of the State of New York. The matter shall be settled in accordance with applicable rules of the American Arbitration Association and a judgment on the arbitration award may be entered in any court of competent jurisdiction.

17. Notices: Any notice, demand, request, consent, approval, or communication that Grantor or Grantee is required to give to the other shall be in writing and sent by first class mail, postage prepaid, addressed as shown below or to such other address as Grantor or Grantee from time to time shall designate by written notice to the other:

Grantor: State University College at Oneonta Foundation Corporation, Inc.
SUNY College at Oneonta
308 Netzer Administration Building
Oneonta, New York 13820

Grantee: Otsego Land Trust, Inc.
P.O. Box 173
Cooperstown, New York 13326
18. **Headings:** The headings in this Easement are inserted for purposes of convenience only and shall not be taken into account in any construction of this Easement.

19. **Recordation:** Grantor shall record this instrument in timely fashion with the County Clerk of Otsego County, New York.

20. **Controlling Law:** The interpretation and performance of this Easement shall be governed by the laws of the State of New York.

21. **Entire Agreement:** This instrument and the documentation referred to herein set forth the terms of this Easement and supersede all prior discussions, negotiations, understandings, or agreements relating to this Easement. No alteration or variation of this Easement shall be valid and binding unless contained in an amendment that complies with paragraph 5.

22. **No Forfeiture:** Nothing contained in this Easement will result in a forfeiture or reversion of Grantor’s title in any respect.

23. **Successors:** All covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective representatives.
heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Properties.

24. **Termination of Rights and Obligations:** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or the Properties, except that liability for acts or omissions occurring prior to transfer shall survive transfer, unless Grantor, prior to transfer, obtains a certificate of compliance or estoppel from Grantee.

25. **Extinguishment:**

25.1 If and when the restrictions contained in this Easement are involuntarily extinguished by eminent domain taking or otherwise, Grantor and Grantee agree to divide the proceeds in proportions equal to the fair market value of their interest in the Properties as of the date of execution of this Easement, unless the laws of New York State provide otherwise. For purposes of this subparagraph 25.1, Grantor and Grantee agree that the value of Grantee's interest on the date of execution of this Easement shall equal the amount by which the fair market value of the Properties immediately prior to the execution of this Easement is reduced by the restrictions imposed by this Easement. Grantee agrees to devote the proceeds it receives in a manner consistent with the conservation purposes inherent in this Easement.
25.2 If this Easement is extinguished pursuant to a judicial proceeding initiated by Grantor, Grantor shall pay to Grantee the greater of the amount specified in subparagraph 25.1 above or the fair market value of the Easement on the date of judicial extinguishment, as determined by an independent appraisal, the cost of which shall be divided equally between Grantor and Grantee.

IN WITNESS WHEREOF, Grantor has set its hand and has caused this Easement to be executed indicating its acceptance hereof, and Grantee has caused this Deed of Conservation Easement to be executed by its duly authorized officer indicating its acceptance hereof, on the day and in the year first above written.

Grantor:

By: ______________

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

On the __________ day of ______________________, in the year 2001, before me, the undersigned, a notary public in and for said state, personally appeared, ______________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

MELISSA A. NICOSIA
Notary Public, State of New York
No 01N#018462
Qualified in Otsego County
Commission Expires Feb 1, 2007
86686/01 02/12/2000
STATE OF NEW YORK |
COUNTY OF ______________ |

On the __________ day of January, in the year 2001, before me, the undersigned, a notary public in and for said state, personally appeared ___ J. E. L. ___ , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

DEBORAH L. GREEN
Notary Public
State of New York
Notary Public, State of New York
No. 4527020
Qualified in Otsego County
Commission Expires September 30, 2022
Survey of Thayer Farm
Map of a portion of the Thayer Farm showing location of proposed new shale bank.
APPENDIX 4: Selected portions of the “Thayer Farm (infrastructure) Master Plan”.

Summary: This plan was developed to guide administrative action relative to occupancy and use of the Farm for BFS programmatic requirements and to coordinate funding sources.

It should be reviewed with the narrative and appendices 1,2 and 3 (of this document) in order to get a holistic view of BFS utilization and plans for future use of the site.
Thayer Farm Master Plan
The Biological Field Station at Lake Otsego
The State University of New York College at Oneonta

Kenneth A. Gifford RLA
Landscape Architect and Planner
4459 NY 43, Rensselaer NY 12144
518-283-0878

January 2003
Thayer Farm Master Plan

Introduction:

Since 1967 the State University of New York College at Oneonta (SUNY Oneonta) has operated a Biological Field Station (BFS) on Lake Otsego, near Cooperstown NY. The BFS missions have been ecological research and natural resource monitoring, environmental education, and public outreach. Success in all these areas has greatly increased demands on the facilities that were developed in the late 1960's. Local partnerships and extensive stewardship has added other properties such as Rum Hill, Goodyear Swamp Sanctuary, Greenwoods Conservancy and Weaver Lake/Maumee Swamp. All of these properties have increased natural areas for research and opportunities for programs. However, the original field station laboratory of 10,687 square feet on the shores of Lake Otsego is now too small to accommodate the needs of the program.

In 2001 another property, the Thayer Farm, was added to the growing assemblage of lands in the immediate area. Acquired as a donation from Rufus Thayer, this property added about 100 acres of active farmlands, and 164 acres of woodlands and old fields, including 1.6 acres of Otsego Lake frontage approximately 6 miles from the main laboratory. Equally important to the acquisition of the land was a cluster of historic farm buildings. The acquisition and subsequent renovation of these structures and addition of a building housing a small classroom/interpretive center will allow the BFS program to expand by focusing high school and undergraduate enrollment from the existing BFS structures to the new properties. Developing facilities at the Thayer Farm will relieve the severe overcrowding of the existing BFS Main Laboratory, which presently hampers research and graduate programs. Additionally, new pre-college programs in sustainable agriculture will be added to enhance the missions of the BFS. Finally, the acquisition and renovation of the historic farm buildings preserve the last operating farm along the Route 80 corridor from Cooperstown to US Route 20 in the Glimmerglass Historic District.