

NORTHEASTERN CAVE CONSERVANCY, INC.

Board Meeting Minutes

Submitted by Christa Hay

03/27/04 Cave House, Howes Cave, 2:00 pm

Meeting called to order at 2:00 p.m.

1. Introduction and greetings – President Bob Addis
2. Attendance:
Officers: B. Addis, B. Folsom, J. Levinson, C. Hay
Trustees: J. Allison, J. DeGroff (2:30), V. Kappler (2:14), A. Lehmann, E. Lucas,
P. Murphy, J. Siemion, M. Warner (2:09)
3. Absent without Proxy: S. McLuckie
4. Board voted Mike Chu as Proxy for S. McLuckie
5. President's Report – Bob Addis – Attachment A (found at end of document)
6. Vice President's Report –Bill Folsom – Attachment B
7. Treasurer's Report – Joe Levinson – Attachment C
8. Secretary's Report – Christa Hay – Attachment D
9. Acquisitions Committee Report –Chuck Porter –oral by Addis
 - Two faxes sent to realtor for Ella Armstrong but no reply yet. Will contact again.
10. Conservation Committee Report - Joe Armstrong –oral
 - Cleanup at Cave House – thanks to those that volunteered.
 - Setting up several more cave/sinkhole cleanups in the near future.
11. Publications/Publicity Committee Report - Christa Hay-oral
 - Contacted Environmental Management Council of Rensselaer County for information on the Troy Earth Day events on April 25th. They will be sending an information letter. NCC to participate also at the Howe Caverns Earth Day April 24th.
 - J. Siemion had the idea to contact local municipal offices about the NCC. Provided him with updated NCC brochures.
12. Fundraising Committee Report - Alan Traino-no report
13. Membership Committee Report - Tonya Smothers -no report
14. Office Committee Report – Emily Davis / Mike Warner – Attachment E
15. Knox Cave Preserve Report – Emily Davis – Attachment F
16. Onesquethaw Cave Preserve Report – Thom Engel –no report
17. Sellecks Karst Preserve Report - Jon Allison –oral

- M. Chu and J. Allison visited preserve before meeting. The adjacent landowners have purchased the land on the other side of the preserve. They do not have a problem with visitors walking along the drier edge of the field, which is actually their land. Sellecks is full of ice.

18. Proposed Clarksville Preserve Report - Mike Warner-oral

- A. Traino, C. Porter, B. Folsom helped clean up last week – cleaned out fire pit. J. Levinson said he went there today and the fire pit is already back and it looks as if some trees were cut down.

19. Website Subcommittee Report – Norm Berg - oral by Hay

- Ben Pikes is very busy and has not worked on creating the online NCC database. NSS will not give access to a database format online. He does not mind if we find another volunteer to do this. B. Folsom to contact M. Peterson to see if she can work on this. Folsom to also check on email alias for Board members.

20. Land Trust Liaison Committee Report – Mike Warner/Jon Allison – Attachment G

- Conservation easement- Knox, Onesquethaw
- Hopefully will get the Gregory Entrance in May.

21. NCKMS 2005 Report - Mike Warner -oral

- Spoke with conference center on some details. Have not signed contract yet.

22. Legal Committee Report – Dan Werner – no report

23. Science Coordinator Report – Dr. L. Davis – Attachment H

24. Addis moved to open the Committee of the Whole. The Vice President will preside.

2nd by Lehmann

Passed unanimously

- Ad hoc committee for Foundation Grants – Marie Christiano is writing grants.
- J. Allison- possibility of getting the Gregory Entrance before closing on Clarksville – do we need to start management then?
- Peter Youngbaer- there are some caves in Vermont that we may want to manager and/or buy.
- E. Lucas –Helderberg Hudson Grotto has addressed issues of insurance for events with the congress of grottos.
- Folsom – NCC should pay for personal liability insurance for officers.
- Addis –officers should have an umbrella policy on their own home insurance.
- Murphy – there are issues we need to look into on easements on NCC property.
- DeGross – Halloween at Howes went to the Animal Hospital in 2005. We should continue to be volunteers and keep applying.
- B. Simmons – any nominations for upcoming board elections please notify him. Paul Murphy, Steve McLuckie and Ed Lucas currently hold the trustee positions that are up for elections.

M. Warner leaves at 3:35 p.m. – appoints L. Davis as Proxy.

25. Folsom moved to close the Committee of the Whole. Items from this meeting will be introduced as new business.

2nd by Levinson

Passed unanimously

26. Hay moved to accept the minutes of the December 14, 2003 meeting.
2nd by Davis
Passed unanimously
27. Levinson moved to amend the fiscal 2004 budget to include \$500.00 in the treasures department for the purpose of opening and managing a credit card merchant account. This will entail signing an agreement once it has been review by the legal committee.
2nd by Siemion
For – Rest, Against- Allison, Abstained – Chu
Passed
28. Levinson moved to amend the budget for the Clarksville purchase as presented in the Treasure's report.
2nd by Allison
Passed unanimously
29. Levinson moved to give the NSS first right refusal, if required on the Clarksville property in return for the NSS giving a grant towards the purchase.
2nd by Allison
Motion to table by Lucas
2nd by Davis
Passed unanimously
30. Addis moved that Attachment H from the Science Coordinator be added as an appendix to the Board Manual.
2nd by Lehmann
Kappler moved to substitute Research & Policy Procedures for NCC be adopted as amended.
2nd by Levinson
Passed unanimously
- Final Motion: Addis moved that the Research & Policy Procedures for NCC is adopted as amended and will be added as an appendix to the Board Manual.
Passed unanimously
31. Addis moved to spend up to \$325.00 to share the back cover advertisement of the 2004 NSS Members Manual with Bob & Bob. His purpose will be to fund raise for the Clarksville purchase.
2nd by DeGroff
For-Rest, Against- Siemion, Folsom, Abstained- Levinson
Passed
32. Allison moved to accept the donation of Gregory's Entrance of Clarksville Cave from Albany County and to grant a conservation easement to Albany County Land Conservancy.
2nd by Lucas
Passed unanimously
33. Addis moved that the Officers will conduct an Executive Committee meeting on April 25th at 2:00 p.m. at the Earth Day Events in Troy, NY.
2nd by Folsom
For – Rest, Abstained- Lucas
Passed

34. Addis moved that the next NCC Board meeting be held on June 12th at 3:00 p.m. at the Schohaire Cabin. BBQ to follow.
2nd by Chu
For-Rest, Against-Lucas
Passed

35. Addis moved to thank the Cave House.
2nd by Levinson
Passed unanimously

36. Addis moved to adjourn.
2nd by Levinson
Passed unanimously

Meeting adjourned at 4:17 p.m.

Attachment A
PRESIDENT'S REPORT

3/27/04

1. CLARKSVILLE:

- A. Agreement w/the Alberts finalized. We are trading them a legal right of way on our 50 foot wide strip near the diner for short term parking, and we get cave rights to known & unknown caves under the remaining 10-11 Acres that the Alberts will retain.
- B. Contract drawn up by Mike Breen should be done very soon. Joe Levinson may have news or a copy. It will be mailed to the Alberts for review by their lawyer, then signatures.
- C. Surveyor Buckman & Whitbeck – Agenda Item to pay \$650 for the legal description and iron pins to be set on property corners.
- D. Fund Raising – See their report. The April issue of the NSS News will have a strong appeal for donations. See Agenda Item concerning an ad on the back cover of the NSS Members Manual.

2. CAVE HOUSE CLEANUP, 3/13?: NCC members Joe Armstrong, Tom Rider, Mike Chu, Chuck Porter, Bob Addis, (did I miss any members?) assisted in stripping the third floor plaster & lath, actually filling a large dump truck. Joe Armstrong had organized this one and will have others later. This is a good way for the NCC to keep its presence known to its owners and to the public, so keep an eye out for the next chance to help.

3. HOWE CAVERNS WISHING WELL AD HOC COMMITTEE: I have appointed Jeff Degroff and Jay Siemion to head up this effort. An ad hoc committee is temporary and also a way to track progress.

4. SCHENECTADY GAZETTE REPORTER: Ed Munger emailed the Board Plus seeking information on the NCC's relationship with the Cave House Museum and Cobleskill Stone Products, the owner of the quarry surrounding the Cave House. I gave him some brief comments, and we discussed getting together at a later date to do an article on the NCC and its work.

5. CAVE CONSERVANCY FORUM: Lewisburg, WV, April 16-17, sponsored by WVCC & NCC. I'm preparing to make a presentation there.

Attachment B
Vice President's Report

3/27/04

Clarksville fundraising update

Alan Traino and I raised over \$5000 in pledges at two events in January (Howe Caverns Cleanup and Met Grotto Annual Dinner). See the fundraising report elsewhere for more details.

A Clarksville fundraising mini-site with several articles (both historic and modern), photos and maps was created and is now up on the NCC website. Thanks to all who gave permission to republish their works, and a special thanks to Melanie Peterson who designed a nice set of webpages. The pages can found off the home page or at:

<http://www.caves.org/conservancy/ncc/Clarksville/clarksville.htm>

The NCC can now accept donations online via Paypal, and soon should be able to process credit cards on a monthly basis after the Treasurer has completed his due diligence on the merchant agreement.

Update on establishing an NCC legal presence in states other than New York

I have not found an NCC member residing in VT willing to serve as our registered foreign agent yet, but am hopeful to settle this at the Spring NRO in Arlington, VT. Also, it turns out that as a non-profit, our filing fee with VT will only be \$15/year.

Preliminary investigation into registering in MA turned up a filing fee of \$400/year

Attachment C
Treasurers Report
For
The Northeastern Cave Conservancy, Inc.
27-Mar-04

As of 25-Mar-04 we had \$24,859.69 in our bank accounts. In addition, at the last accounting, we had assets around \$12,333 being held by the National Speleological Foundation.

We have a total of around \$15,000 raised and promised along with up to \$22,000 in temporary loans from private individuals towards the Clarksville purchase. Attached is a revised budget for the purchase of Clarksville with the changes in blue. I have also attached some of the e-mail with Phil Moss of the NSS Caves and Karst Acquisitions committee. They have concerns over the cave for pay issue, our granting of a conservation deed to the Albany County Land Trust, and they currently want to have the rights of first refusal.

I have also prepared an analysis for a credit card merchant account.

Respectively submitted,

Joe E. Levinson

Attachment D
Secretary's Report
03/27/2004

Convention: Currently working on items for convention. Have contacted the convention chair and we will have booth space and hopefully will be able to sell lanyards at registration. Tom Rider is checking on prices. Advertising in the program manual is also in the works. Volunteers will be needed to help run the table at convention.

Spring NRO Dinner: The dinner price has been set at \$7.50. Volunteer help will be needed; also coolers, ice and grills. Have already bought the meat as it was on sale for a great price. There is a possibility that we will be able to serve at the community center where the dance will be held. But if we are not able too and it rains we will have to bring NCC tent since there is no cover at campground.

Promotional Items: Checking on prices for embroidered items to give as gifts for Clarksville donations. Local business that has no limits- can buy her items or bring your own. No set up fee for only lettering.

Attachment E
Office Committee Report

03/27/04

In the first week of January we sent out letters to all donors who gave over \$15.00 and those who donated goods to the auctions. We have been answering questions regarding donations to Clarksville.

We sent letters to Pete Johnson's wife and sister with the names of those who had donated to the PJ fund.

All else is status quo.

Emily Davis
Northeastern Cave Conservancy
Office Committee

Attachment F
Knox Cave Preserve Report

03/27/04

Nothing doing through the winter. Getting Aaron and Amy Cox on line for summer camps and scouts. They have sent out a letter to all past groups that we have on record. We have already gotten several additionally insured certificates from some of the groups.

Emily Davis
Northeastern Cave Conservancy
Knox Cave Preserve

Attachment G

CONSERVATION EASEMENT

This Conservation Easement is made and entered into as of the ____ day of _____, 2004 between:
The Northeastern Cave Conservancy, Inc

("Grantor"), a New York not-for-profit corporation with a mailing address at P.O. Box 254, Schoharie, NY, 12157; and

THE ALBANY COUNTY LAND CONSERVANCY, INC.

("Grantee"), a New York not-for-profit corporation with a mailing address at P.O. Box 567, Slingerlands, NY, 12159.

WHEREAS:

A. Grantor is the sole owner in fee simple of certain real property ("the Property") consisting of 0.6 acres, located in the Town of New Scotland, Albany County, New York, more particularly described in "Exhibit A" attached hereto and shown on the map (the "Easement Map") attached hereto as "Exhibit B";

B. The Property possesses the following attributes:

- (i) _____ acres of prime and/or unique farmland, as defined by the U.S. Department of Agriculture ("USDA");
- (ii) _____ acres of farmland of statewide importance, as defined by USDA;
- (iii) 0.6 acres of forest;
- (iv) _____ acres of wetlands;
- (v) 100 feet of frontage on Route 443
- (vi) The Gregory Entrance to the Clarksville Cave System

J. Grantee has determined that acquiring a conservation easement on the Property which protects the unique values of the Property, and which promotes the use of sound conservation practices will further its charitable purposes of conserving the natural resources in the Albany County region;

K. Grantor and Grantee desire to ensure that the unique natural characteristics of the Property will be protected for the benefit of future generations, and desire to do this by entering into this Conservation Easement pursuant to the provisions of Article 49, Title 3 of the Conservation Law;

L. Grantor has received such independent legal and financial advice regarding this Conservation Easement that Grantor deemed necessary. Grantor freely and with full will signs this Conservation Easement in order to accomplish the purposes of this Conservation Easement as stated in Section 2 herein.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. GRANT OF CONSERVATION EASEMENT.

Grantor voluntarily grants to Grantee, and Grantee voluntarily accepts, a perpetual conservation easement (the "Conservation Easement") over the Property for the benefit of the general public, which Conservation Easement shall run with and bind the Property in perpetuity.

2. PURPOSE.

The purpose of this Conservation Easement is to conserve natural resources associated with the Property for the benefit of the public and for future generations, and also to conserve the scenic character of the Property for the benefit of the public and for future generations. Grantor and Grantee share the common desire to conserve these resources by the conveyance of this Conservation Easement, in order to prevent the use or development of the Property for any purpose or in any manner which would conflict with the maintenance of these resource values.

3. IMPLEMENTATION.

This Conservation Easement shall be implemented by limiting and restricting the development, management and use of the Property in accordance with the provisions of this Conservation Easement. The terms of this Conservation Easement are subject to all applicable laws and regulations.

4. DEFINITIONS.

As used in this Conservation Easement, the term "owner" includes the owner(s) of record title and/or the owner of any beneficial equity interest in the Property or any portion thereof; the term "Grantor" includes the original Grantor, their heirs, successors and assigns, all future owners of all or any portion of the Property, and any party entitled to possession or use thereof; and the term "Grantee" includes the original Grantee and its successors and assigns.

5. RESERVED RIGHTS.

Subject to the restrictions and covenants set forth in this Conservation Easement, Grantor reserves for themselves and their successors in interest with respect to the Property, all rights with respect to the Property, including, without limitation, the right of exclusive use, possession and enjoyment of the Property, and the right to sell, transfer, lease, mortgage or otherwise encumber the Property, as owner, as well as the right to exclude any member of the public from trespassing on the Property, subject to Section 8.6. herein. Nothing contained herein shall be construed as a grant to the general public of any right to enter upon any part of the Property.

6. PERMITTED USES.

6.1. Utilities, Driveways, Roadways. Grantor has the right to construct and repair utilities, driveways and/or parking areas necessary to access the property .

6.2. Forestry Management. Grantor has the right to harvest timber and other wood products and construct, maintain and repair unpaved access roads necessary for such activities, in accordance with generally-accepted forest management practices that shall not result in significant soil degradation, or degradation of the forest ecosystem. Said timber cutting shall be carried out in accordance with a forest management plan prepared by a reputable and qualified forester who is certified by the Society of American Foresters or such successor organization as is later created, except that Grantor may remove trees that are diseased or dangerous, without being subject to such a plan.

6.3. Fences. Existing fences may be repaired and replaced, and new fences may be constructed or installed anywhere on the property for purposes of reasonable and customary management of cave access, and to prevent trespassing on the Property.

6.4. Single-family Residential Dwellings. No single-family residential dwellings may be constructed on the property .

6.5. Recreational and Educational Uses. Grantor has the right to construct, maintain and repair structures for customary rural recreational and educational uses with the advance written permission of Grantee, provided that such recreational or educational uses do not cause damage to the property. These uses may include, but are not limited to, caving, hiking, camping, nature interpretation, and other educational programs. However, golf courses and golf driving or putting ranges are strictly prohibited from the Property. The land on which these structures stand shall not be subdivided into separate or individual lots.

6.6. Procedures for Granting Permission. In order to take any action under this Section 6 for which permission of Grantee is requested, Grantor must: show that the proposed action is consistent with the purpose of this Conservation Easement; would not be unnecessarily located on prime and/or unique soils or features. Grantee shall give written notification of its decision within 30 days of receipt of a request for such permission, provided that Grantor has supplied sufficient information to make such a determination. Permission shall be deemed granted if Grantor receives no response from Grantee within 30 days of the written request, pursuant to the terms of Section 9.2 herein.

6.7 Mowing. Grantor may mow native grasses on currently open land on the property.

7. RESTRICTED USES.

The restrictions imposed upon the Property are as follows:

7.1. Use and Building Prohibitions. No residential, commercial, industrial or mining activities shall be permitted, and no building, structure, appurtenant facility or improvement shall be constructed, created, installed, erected or moved onto the Property, except as expressly permitted by this Conservation Easement.

7.2. Improvement Restrictions. Except as expressly permitted by this Conservation Easement, no driveways, roads, or utility lines shall be constructed, developed or maintained into, on, over, under, or across the Property, without the prior written permission of the Grantee. Grantee may grant such permission if it determines that any such improvement would be consistent with the purposes of this Conservation Easement, and not adversely affect the protection or the scenic character of the Property.

7.2.A. Hydrology. There shall be no alterations depletion or extraction of surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies on the Property.

7.2.B. Dumping. There shall be no storage or dumping of trash, garbage, or other unsightly or offensive material, hazardous substance, or toxic waste, nor any placement of underground storage tanks in, on, or under the Property; there shall be no changing of the topography through the placing of soil or other substance or material such as land fill or dredging spoils, nor shall activities be conducted on the Property that could cause erosion or siltation on or off the Property.

7.2.C. Pollution. There shall be no pollution, of surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies, nor shall activities be conducted on the Property that would be detrimental to water quality or purity or that could alter the natural water level or flow in or over the Property.

7.2.D. Excavating. There shall be no ditching, draining, diking, filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rock, minerals or other materials, nor any building of roads or change in the topography of the land in any manner, unless directly associated with and incidental to Permitted Uses.

7.3. Signage Restrictions. No internally-lit or neon signs shall be erected or displayed on the Property. No billboards shall be erected or displayed on the Property, which are defined for the purposes of this Conservation Easement as signs larger in size than 32 square feet.

7.4. Waste Management. The dumping, collection or storage of trash, human waste, refuse or debris on the Property shall not be permitted other than at such locations, if any, and in such a manner as shall be approved in advance in writing by Grantee.

7.5. Chemicals. All pesticides, herbicides, fertilizers, or other chemical treatment of the Property shall be used in accordance with applicable laws.

7.6. Mining Prohibitions. There shall be no excavation, removal of topsoil, sand, gravel, rocks or minerals, in any manner, except as may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Property by this Conservation Easement. No quarry, gravel pit, mining or drilling, or other mining or drilling activities prohibited under applicable provisions of Section 170(h) of the Internal Revenue Code are permitted on or under the Property. This shall not prevent the installation of driveways or parking areas as permitted herein.

7.7. Reaffirmation. No use shall be made of the Property, and no activity thereon shall be permitted which, in the reasonable opinion of Grantee, is or is likely to become inconsistent with the purposes of this Conservation Easement as stated in Section 2 herein.

8. ADDITIONAL COVENANTS AND PROVISIONS.

8.1. Subdivision.

8.1.A. For Conservation Purposes. The Property may be partitioned or subdivided only with the prior written permission of Grantee, which permission shall be granted only if all parcels of land thereby created will not adversely affect the unique resources of the property. Any subdivided parcels would be subject to the terms of this Conservation Easement.

8.1.B. For Residential Lots. Subdivision to create parcels for residential, commercial or industrial use is prohibited.

8.2. Existing Conditions; Baseline Data Report. By its execution of this Conservation Easement, Grantee acknowledges that the present uses of the Property are permitted by this Conservation Easement. In order to evidence the present condition of the Property (including both natural and man-made features) so as to facilitate future monitoring and enforcement of this Easement, a Baseline Data Report, including photographs, describing such condition at the date hereof, has been prepared and subscribed by both parties, and a copy thereof is on file with Grantee and Grantor.

8.3 Enforcement. Grantee may enforce this Conservation Easement at law or in equity, including, without limitation, pursuant to the provisions of Article 49, Title 3 of the Conservation Law, against any or all of the owners of the Property or any part thereof. If there is a violation, or threatened violation, of this Conservation Easement, Grantee shall notify the party in violation or threatening the violation, who shall, in the case of an existing violation, promptly cure the violation by (a) ceasing the same or (b) restoring the Property to the condition before such violation, or (c) both, or, in the case of a threatened violation, refrain from the activity that would result in the violation. If a violation continues for more than 30 days after notice is given without Grantee taking steps to cure the same, or at any time if the violation or a threatened violation threatens immediate and irreparable harm to the resource values of the Property that this Conservation Easement is intended to protect, Grantee may seek immediate injunctive relief and shall have the right, but not the obligation, to correct it by pursuing all available remedies at law or in equity. 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 thereof.

8.4. Amendment.

8.4.A. General. This Conservation Easement may be amended only upon the written consent of Grantee and Grantor. Any such amendment shall be consistent with the purposes of this Conservation Easement as established in Section 2 herein, and shall comply with Article 49, Title 3, of the Conservation Law, and Section 170(h) of the Internal Revenue Code. Any such amendment that does not comply with Article 49 or, where applicable, Section 170(h) shall be void and of no force or effect.

8.5. Approvals In Writing. Any approval, waiver, or other form of consent or permission required or permitted to be given by Grantee under this Conservation Easement shall only be effective if in writing and duly executed on behalf of Grantee, except in such cases where permission is, pursuant to this Conservation Easement, expressly deemed granted if no response is given by Grantee within a specific time period.

8.6. Encumbrance by Conservation Easement. Any subsequent conveyance, including, without limitation, transfer, lease or mortgage of the Property, shall be subject to this Conservation 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 a Conservation Easement which runs with the land and which was granted to The Albany County Land Conservancy, Inc., by instrument dated _____, and recorded in the office of the Clerk of _____ County at Liber _____ of Deeds at Page _____." The failure to include such language in any deed or instrument shall not, however, affect the validity or applicability of this Conservation Easement to the Property. Nothing in this Conservation Easement shall be construed as limiting the rights of the holder of such conveyance or mortgage from foreclosing or otherwise enforcing its rights thereunder, provided that any such foreclosure or enforcement of a subsequent or otherwise subordinated or junior mortgage, or other property interest, or other action shall not extinguish this Conservation Easement and Grantee's rights hereunder. Grantor shall provide 30 days notice to Grantee prior to any such action occurring, but Grantor's failure to provide such notice shall not adversely affect the rights of any holder of any mortgage or other security instruments.

8.7. Taxes and Assessments. Each owner of the Property shall pay all taxes and assessments lawfully assessed against the Property or portion thereof owned by such owner, who shall provide received tax bills to Grantee upon request.

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

8.9. Binding Effect. The provisions of this Conservation Easement shall run with the Property in perpetuity and shall bind and be enforceable against the Grantor and all future owners and any party entitled to possess or use the Property or any portion thereof while such party is the owner or entitled to possession or use thereof. Notwithstanding the foregoing, upon any transfer of title, the transferor shall, with respect to the Property transferred cease being a Grantor or owner with respect to such Property for purposes of this Conservation Easement and shall, with respect to the Property transferred, have no further responsibility or liability hereunder for acts done or conditions arising thereafter on or with respect to such Property, but the transferor shall remain liable for earlier acts and conditions done or occurring during the period of his or her ownership or conduct. Likewise, this Conservation Easement confers no liability to any owner for monetary damages relating to acts which said owner clearly establishes were done by a prior owner, but this sentence shall not be construed as limiting the right of Grantee to seek direct action by the current owner to cure any violation arising before said owner came into title to the Property.

8.10. Liability; Indemnification.

8.10.A. Grantee has no obligations whatsoever, express or implied, relating to the use, maintenance or operation of the Property. Grantee's exercise of, or failure to exercise, any right conferred by this Conservation Easement shall not be deemed be a management or control of the activities on the Property.

8.10.B. Grantee shall not be liable to Grantor for injuries or death to persons or damage to property or other harm in connection with Grantee's administration and/or enforcement of this Conservation Easement, unless such harm is due to the negligence of Grantee or its agents, in which case liability shall be apportioned accordingly.

8.10.C. Grantor agrees to indemnify and hold Grantee harmless from any and all costs, claims or liability, including but not limited to reasonable attorneys fees arising from any personal injury, accidents, negligence or damage relating to the Property, or any claim thereof, unless due to the negligence of Grantee or its agents, in which case liability shall be apportioned accordingly.

8.10.D. Grantor further agrees to indemnify and hold Grantee harmless from and against any and all claims, costs, expenses, fines, penalties, assessments, citations, personal injury or death, and the like arising from or out of the existence (actual or alleged) of any and all environmentally hazardous or toxic substances or materials whatsoever on or under the Property.

8.10.E. Grantee shall have no liability to Grantor or any other owner for Grantee's acts, taken in good faith, in connection with the administration of this Conservation Easement.

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

8.12. No Forfeiture. Nothing herein contained will result in a forfeiture of Grantor's title in any respect.

8.13. Controlling Law . The interpretation and performance of this Conservation Easement shall be governed by the Laws of the State of New York.

8.14. Right of First Refusal. In order to afford Grantee the opportunity to ensure that the Property remains protected in perpetuity, Grantor hereby gives to Grantee a Right of First Refusal to purchase the Property or a portion of the Property, which Right shall be of perpetual duration.

8.14.A. Applicability. This Right of First Refusal also shall not apply to any sales made pursuant to any judicial sale of all or any portion of the Property (including but not limited to a sale made in connection with mortgage foreclosure), to the conveyance to a mortgage holder by deed in lieu of foreclosure, nor to a subsequent conveyance by any mortgagee who acquires title by virtue of foreclosure sale or deed in lieu of foreclosure. This Right of First Refusal also shall not apply to any sale of the Property to a responsible person or persons who, in the reasonable judgment of Grantee, demonstrate(s) an intent and ability to conserve the resources of the Property. The Right of First Refusal shall apply to all other sales and conveyances of the Property (including any conveyance by, or any interest in, a family corporation to non-family members).

8.14.B. Procedure. The conditions of this Right of First Refusal shall be such that whenever Grantor receives a written offer from a responsible person or persons, subject to Section 8.14.A herein, Grantor shall deliver to Grantee a true copy of the written offer, together with such other instruments as may be reasonably required to show the bona fides of the offer. Grantee may elect to purchase the Property or portion of the Property at the offered price and subject to such other terms and conditions not less favorable to Grantor than those contained in the offer by giving to Grantor written notice of such election within thirty (30) days after delivery of the offer to Grantee. If Grantee does not elect to meet such offer within the thirty day period, or grants a limited waiver of this Right of First Refusal, Grantor may accept the offer as written. Any notice required or desired to be given pursuant to this Section shall be carried out in accordance with Section 9.2 herein.

8.15. Easement Map and Boundary Survey. The parties acknowledge that the Easement Map attached hereto as Exhibit B is the principal visual document representing the terms of this Conservation Easement. The parties also acknowledge that a boundary survey has been created which contains metes and bounds descriptions of the Property as a whole. Said boundary survey is to be filed with the Clerk of Albany County.

9. QUALIFIED CONSERVATION CONTRIBUTION COVENANTS

9.1. Continuity. Grantee agrees that it will assign this Conservation Easement only to an assignee that (a) is a qualified organization as defined in Section 170(h) of the Internal Revenue Code and which (b) agrees to continue to carry out the conservation purposes of this Conservation Easement as defined under Section 170(h) and the regulations thereunder. Any assignee other than a governmental unit must also be an entity able to enforce this Conservation Easement, having purposes similar to those of Grantee which encompass those of this Conservation Easement. If Grantee ever ceases to exist or no longer qualifies under Section 170 (h) or applicable state law, a court with jurisdiction shall transfer this easement to another qualified organization having similar purposes that agrees to assume the responsibility.

9.2. Notice. Grantor agrees to give Grantee written notice before exercising any reserved right, the exercise of which may have an adverse impact on the conservation interests of this Conservation Easement. Grantor further agrees to notify Grantee of any conveyance, lease or transfer of all or any part of the Property, such notice to be given in writing at least thirty (30) days in advance of such conveyance, lease or transfer. Any notice required or desired to be given under this Conservation Easement shall be in writing and shall be deemed given when received or three days after mailing, by public or private delivery service which provides receipt of delivery, properly addressed as follows: (a) if to Grantee, at the address set forth above; (b) if to Grantor, at the address set forth above; or (c) if to any subsequent owner, at the address of the Property. Any party can change the address to which notices are to be sent to him, her or it by duly giving notice pursuant to this paragraph.

9.3. Inspection. Grantee and its duly authorized representatives shall have the right to enter onto the Property at reasonable times, in a reasonable manner, and, where practicable, after giving a minimum of 48 hours prior notice, to inspect for compliance with the terms of this Conservation Easement. In the instance of a violation or suspected violation of the terms of this Conservation Easement, which has caused or threatens to cause irreparable harm to any of the resource values this Conservation Easement is designed to protect, no such advance notice is required.

9.4. Extinguishment. If a subsequent unexpected change in the conditions surrounding the Property make impossible or impractical the continued use of the property for conservation purposes, and if the restrictions are extinguished by judicial proceeding, then, upon any subsequent sale, exchange or involuntary conversion by the Grantor, unless State law provides that the Grantor is entitled to the full proceeds therefrom without regard to the terms of the conservation restrictions, Grantee shall be entitled to that portion of the proceeds equal to the proportionate value of the conservation restrictions as provided immediately below. For such purposes only, Grantor agrees that the conveyance of this Conservation Easement to Grantee gives rise to a property right, immediately vested in Grantee, with a fair market value that is equal to the proportionate value that the conservation restrictions hereby created at the date hereof bears to the value of the Property as a whole at the date hereof (subject to reasonable adjustment to the extent permissible under Section 170(h) of the Internal Revenue Code for any improvements which may hereafter be made on the Property). Grantee agrees to use its share of such proceeds in a manner consistent with the conservation purposes of this Conservation Easement.

9.5. Interpretation. This instrument is intended to create a "qualified real property interest" for "conservation purposes," as defined in Section 170(h) of the Internal Revenue Code, and shall be interpreted consistently with such intention. In the event any provision has been omitted from this instrument necessary to qualify the interest hereby granted as such a "qualified real property interest" for "conservation purposes," such provision shall be deemed incorporated herein to the extent necessary to cause the interest hereby granted to be so qualified.

9.6. Transfer of Development Rights. No development rights in and to the Property, or any part thereof which have been encumbered or extinguished by this Conservation Easement shall be transferred to any location outside the Property, whether pursuant to a cluster development plan or any other agreement or plan for transferable development rights, provided, however, that development rights resulting from the destruction or demolition of any existing or other permitted building on the Property may be transferred to other land or property upon the prior written consent of Grantee.

IN WITNESS WHEREOF, the parties have executed this instrument this day of , 2004.

Grantor:

THE NORTHEASTERN CAVE CONSERVANCY, INC.,

By: _____
its President

Grantee:

THE ALBANY COUNTY LAND CONSERVANCY, INC.,

By: _____
its President

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

On this day of , 2004, before me personally came Robert Addis, and acknowledged that he is the President of the Northeastern Cave Conservancy, Inc., a New York nonprofit corporation, and that the execution of this Instrument is with the authority of the Board of Directors of said corporation.

Notary Public

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

On this day of , 2004, before me personally came , and acknowledged that she is the President of the Albany County Land Conservancy, Inc., a New York nonprofit corporation, and that the execution of this Instrument is with the authority of the Board of Directors of said corporation.

Notary Public

EXHIBIT A

DESCRIPTION OF PROPERTY
{legal metes-and-bounds description}

EXHIBIT B

CONSERVATION EASEMENT MAP

Attachment H
Research Policy and Procedures
for Northeastern Cave Conservancy Owned Properties

General Policy

The Northeastern Cave Conservancy encourages individuals and organizations to undertake research at its properties as long as it meets one or more of the following general objectives:

- 1) Increases the understanding of processes and features on NCC properties or those in other karst regions.
- 2) Leads to better management of NCC properties or those in other karst regions.
- 3) Improves the overall “experience” of those visiting NCC properties or other karst regions
- 4) Increases the safety of those visiting NCC properties or other karst regions.

In addition, all research carried out on NCC properties must meet the following criteria:

- 1) The goals and objectives of the research must be clearly defined.
- 2) The research must not duplicate research already carried out. Note that this does not preclude appropriate follow-up studies designed to detect changes or to supplement previous work.
- 3) There must be a clear beginning and end to each project.
- 4) The work must not cause permanent damage to any caves, natural features, biota, or historical resources nor interfere with natural hydrologic or chemical processes.
- 5) The research plan must assure the maximum safety of all concerned.
- 6) Unless specifically authorized by the NCC Board, researchers must operate within the confines of the established management plans for each property.
- 7) The work must not interfere with the “experience” of other property visitors.

Procedure for Proposing a Research Project

Those desiring to conduct research at NCC properties must submit a proposal to the Science Coordinator. Proposals will first be evaluated by the Coordinator and the appropriate Property Manager, along with anyone else that they deem appropriate. They may request that the proposer modify the proposal before it is sent on, with recommendations, to the NCC Board for a final decision. It is important that proposers understand that final approval rests entirely with the NCC Board. While proposals may be submitted at any time, we recommend that proposers allow at least six weeks for revision and approval.

The proposal will include the following information.

- 1) A short abstract (250 words or less) of the proposed research
- 2) A detailed narrative outlining the proposed research. This narrative should include the following parts: Introduction, Statement of Problem, Background, Research Methods, Analysis Methods, Expected Results.
- 3) An estimate of the beginning and ending dates of the research.
- 4) A list of the names, addresses, telephone numbers, and email contacts of the principal investigator and all co-investigators along with their university or other affiliations as appropriate.
- 5) A detailed c.v. of the principle investigator including education, previous experience related to the proposed research, and a list of any publications.
- 6) A statement outlining plans for publishing or distributing the results of the research.
- 7) Any other information that will help the Science Coordinator and the Board understand the research and its importance.

Procedure for Evaluating a Proposal

The Science Coordinator and the NCC Board will evaluate proposals as to whether:

- 1) They meet the general objectives and criteria outlined above.
- 2) NCC properties are an appropriate place to carry out the proposed research.
- 3) The proposers have the qualifications and training needed to carry out the research safely and with a reasonable chance of success.

- 4) There is a reasonable expectation that the results of the research will be peer-reviewed and published in a recognized journal or distributed by other appropriate means.

After evaluation is completed, the science coordinator will notify the proposer, in writing, of the decision of the NCC Board, and if that decision is negative, the reasons for it. Successful applicants will be expected to sign appropriate legal documents before beginning work and to provide periodic reports to the Science Coordinator and the NCC Board concerning the progress of the work.