

APPENDIX E

Draft New York State Easement

Consent Decree in the matter of
*United States of America, State of New York and St. Regis Mohawk Tribe v. Alcoa Inc. and
Reynolds Metals, Co.*

Appendix E

DRAFT

DEED OF EASEMENT

FOR

PUBLIC FISHING RIGHTS AND BOATING ACCESS RIGHTS

[NOTE: Each easement is subject to the approval of the New York State Office of Attorney General.]

This grant of public fishing rights and boating access, made the _____ day
of _____ 20__, between

_____, [formerly known as _____, [if applicable]], having its
principal office for business at _____, New York [ZIP], Grantor, and

THE PEOPLE OF THE STATE OF NEW YORK, acting by and through the Commissioner
of Environmental Conservation of the State of New York, who has an office at 625 Broadway, Albany,
New York 12233-4256, Grantees.

WITNESSETH, that the Grantor, as an unconditional gift, does hereby grant, convey, and
release to the Grantees, their successors and assigns in perpetuity,

PERMANENT EASEMENT

THERE IS HEREBY GRANTED A PERMANENT EASEMENT of the construction,
maintenance and use by the public of an access road, parking area, boat launch and foot path over the
parcel of land described as follows:

ALL THAT PIECE OR PARCEL OF LAND, [LEGAL DESCRIPTION OF PROPERTY] to
the place and point of BEGINNING (hereinafter referred to as “the Protected Property”).

BEING _____ acres of land more or less.

ALL BEARINGS are with reference to Grid North, New York East Zone.

SUBJECT to [any other applicable and acceptable easement].

RESERVING a non-exclusive _____ foot wide right of way for ingress and egress; said right of way running from _____, through the herein described _____ acre permanent easement parcel, to the _____ bounds of the herein described _____ acre permanent easement parcel. The centerline of said _____ foot wide right of way being described as follows:

[LEGAL DESCRIPTION OF THE CENTERLINE OF THE RIGHT OF WAY]

ALL AS SHOWN on a certain map of _____, dated _____, 20____ prepared by _____, land surveyor for the New York State Department of Environmental Conservation and filed therewith as map # _____.

BEING a portion of premises conveyed to _____ by _____ by deed dated _____, and recorded in the _____ County Clerk's Office on _____, in Liber _____ of Deeds, at page _____, and by correction deed dated _____, and recorded in the _____ County Clerk's Office on _____, in Liber _____ of Deeds, at page _____.

Grantor grants to Grantees in perpetuity all rights necessary and desirable to establish and maintain an access road, parking lot, boat launch, and foot path for public ingress and egress to and from the _____ River and the Fishing Rights Easement described herein, and to direct and control use thereof by the public, subject to the reservations herein.

PUBLIC FISHING RIGHTS

THE SOLE AND EXCLUSIVE RIGHT, PRIVILEGE AND EASEMENT in perpetuity of occupying and using at all times hereafter as a fishing ground and boat launch, subject to the reservations herein, and for no purpose that would be inconsistent with the easement, for the use and benefit of the public:

UPON AND OVER ALL THOSE LANDS lying within the bed of the _____ River and within _____ feet (____') landward along the _____ [LEFT/RIGHT] bank of the _____ River for approximately _____ feet; running from the upstream lands of _____ [LANDOWNER'S NAME] (Cartridge _____ Frame _____) to the downstream [COMPASS DIRECTION] bounds of the _____ acre permanent easement described as Parcel One herein.

BEING a portion of premises conveyed to _____ by the following _____ [NUMBER QUANTITY] _____ deeds:

1) Deed granted by _____ to _____ dated by deed dated _____ [DATE] _____, and recorded in the _____ County Clerk's Office on _____ [DATE] _____, in Liber _____ of Deeds, at page _____.

2) [IF APPLICABLE] Deed granted by _____ to _____ dated by deed dated _____ [DATE] _____, and recorded in the _____ County Clerk's Office on _____ [DATE] _____, in Liber _____ of Deeds, at page _____.

3) [IF APPLICABLE] Deed granted by _____ to _____ dated by deed dated _____ [DATE] _____, and recorded in the _____ County Clerk's Office on _____ [DATE] _____, in Liber _____ of Deeds, at page _____.

SUBJECT to any easements or rights-of-way of record.

The terms "Right" or "Left" bank, as used herein, refer to "Right" or "Left" as one faces downstream. The distances landward from the bank begin at ordinary highwater mark of the stream.

RESERVATIONS: [This section of each easement will include reservations by Grantor as pertinent to each individual RFP parcel, such as reservations that allow access for the continuation of current municipal uses and public recreational uses, including the ability of the municipality to exclude the public for health and safety reasons during facility maintenance activities, and that allow Alcoa to use the Massena Center RFP for operation and maintenance of the Grasse River remedial action, including the ability of Alcoa to exclude the public consistent with the applicable Health and Safety Plan when the Massena Center RFP is being used for maintenance of the remedy.]

It is mutually covenanted and agreed by and between the parties hereto that the occupation and use of the parcel above-described as a fishing ground and boat launch for the use and benefit of the public is understood to include the following rights, privileges and easements in perpetuity:

1. To persons legally entitled to do so, to catch and take fish from said stream by legal means and for this purpose to travel said stream and to utilize the lands above described for the full enjoyment of this easement.

2. At the discretion of Grantees to improve the said stream by the installation and maintenance of current deflectors and retarders and any other means for the purpose of fostering and improving fishing therein.

3. At the discretion of Grantees to protect the Property from erosion by mechanical means or by the planting of trees, plants or shrubs and by the means to provide shade for the protection of the fish in said stream.

4. To post signs and posters along the land, including on trees, as deemed necessary and suitable by the Grantees.

5. In case the course of the stream of water located on the strip of land above described shall be changed by natural or artificial means, the easement shall follow the course of the stream as changed.

6. No right or title of either party hereto, other than as hereby agreed to be conveyed, is to be affected by the execution or acceptance of this easement.

7. The Grantor reserves to itself, its heirs and assigns, the right to the use of said land, including the right of fishery in the stream, provided that such use is not inconsistent with the use of the same as a public fishing ground and boat launch and with the easement hereby granted, and further reserves the right to use the water in the stream as if this grant had not been made.

8. The rights, privileges and easements hereby granted are to be used by the Grantees for the benefit of the public, subject to and in accordance with the provisions of the Environmental Conservation Law of the State of New York as now enacted or hereafter amended or enacted and the rules and regulations of the Department of Environmental Conservation of the State of New York as now in force or hereafter adopted.

9. The Grantor retains the right to post signs against trespassing on the Easement areas as described herein, provided however, that the content of any such sign shall not work to discourage legitimate access for purposes contemplated by this deed of easement and the content of such signs shall be in a form mutually agreeable to the parties.

10. Any subsequent conveyance by Grantor shall be subject to this EASEMENT and any deed or other instrument evidencing or effecting such conveyance shall contain language substantially as follows: "This deed is subject to a fishing rights and boating rights easement which runs with the land and which was granted to The People of the State of New York 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 EASEMENT to lands above described.

These covenants are to run with the land and are to apply to and bind the grantees, successors and assigns of the Grantor.

TO HAVE AND TO HOLD the above granted rights unto the Grantees, their successors and assigns forever.

And the Grantor covenants with the Grantees as follows:

FIRST: That the Grantor is seized of said premises in fee simple, and has good right to convey these easement rights;

SECOND: That the Grantees shall quietly enjoy said rights;

THIRD: That said premises are free from encumbrances except as set forth herein;

FOURTH: That the Grantor will execute or procure any further necessary assurance of the title to said premises; and

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed by its duly authorized officer the day and year first above written.

[NAME OF GRANTOR]

By: _____

Name: _____

Its: _____

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

On the _____ day of _____ in the year 20____, before me, the undersigned, 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, State of New York

RECORD AND RETURN TO:

Supervisor of Real Property
Region 6 Headquarters
New York State Department of Environmental Conservation
317 Washington St.
Watertown, NY 13601