

**FOURTH AMENDMENT TO  
REAL ESTATE AGREEMENT**

**FOURTH AMENDMENT**, dated October 1, 2020 (“Fourth Amendment”), to **REAL ESTATE AGREEMENT (SKI LIFT PARCEL)**, dated February 5, 2009 (the “Real Estate Agreement”), and Amendments thereto ( the First Amendment to the Real Estate Agreement dated September 15, 2011 and the Second Amendment to the Real Estate Agreement dated September 12, 2016 and Third Amendment to the Real Estate Agreement dated November 25, 2019), between **THE TOWN OF JOHNSBURG**, a governmental entity, having an address at P.O. Box 7, North Creek, New York 12853 (“the Town”), and **FRONTSTREET MOUNTAIN DEVELOPMENT, LLC**, a Delaware limited liability company, having an address at P.O. Box 142, Darien, CT 06820 (“FrontStreet”).

**RECITALS**

A. **WHEREAS**, the parties hereto are parties to the Real Estate Agreement, which was recorded on March 2, 2009 in the Warren County Clerk’s Office, Queensbury, New York in Liber 3716, Page 237, and to the First Amendment to the Real Estate Agreement, dated September 12, 2011 and to the Second Amendment to the Real Estate Agreement dated September 12, 2016 recorded on July 30, 2018 in the Warren County Clerk’s Office, Queensbury, New York in Liber 5793, Page 8, and to the Third Amendment to the Real Estate Agreement dated November 25, 2019.

B. **WHEREAS**, the parties wish to revise the term and conditions of the Real Estate Agreement and Amendments to correct an inadvertent omission therefrom;

C. **WHEREAS**, by this Fourth Amendment, the parties desire to amend the deed restrictions, easements and rights-of-way currently burdening the Town’s lands under the Real Estate Agreement.

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

Section 1. Definitions. Except as otherwise provided herein, capitalized terms used in this Fourth Amendment shall have the meanings set forth in the Real Estate Agreement.

Section 2. Amendments. Amend Section 2 of the Real Estate Agreement as follows (changes shown in **bold**): “A perpetual easement and right-of-way upon, over and through the Ski Lift Parcel for ingress and egress to the FrontStreet Land by all means not prohibited by Section 1, and, in addition, by vehicles (motorized or otherwise) used in conjunction with **the occupation**, construction and maintenance of buildings, structures, roads, trails and other improvements now or in the future permitted on the FrontStreet Land. **Except for approved roads** ~~or as otherwise agreed~~, FrontStreet shall, subsequent to its entry upon the Ski Lift Parcel pursuant to the foregoing easement, restore the surface of the surrounding ground to the same condition as existed prior to said entry hereto.

Section 3. Other Sections Not Affected. On and after the date hereof each reference to the Real Estate Agreement shall mean the Real Estate Agreement as amended hereby. Except as specifically amended hereby,



