PINE BARRENS CREDIT LETTER OF INTERPRETATION APPLICATION STAFF REPORT

Issue Date: 10/26/96

Re-issued as per renewal: 11/26/97

Item	Tax Map Number 900-333-3-13
Applicant Name	Harvey L. Ramsey
Location/Access	South of Hamilton Street, (air base housing) north of LIRR, Westhampton, Town of Southampton. Parcel has access from Jackson Street, an unimproved paper road within an old filed map, however it appears that the filed map is completely landlocked.
Hagstrom Map #	Map 24, P-30
Aerial #	Not available at this time.
Acreage	.09 acres
Topography/Geologic Features	Generally flat, approximately 50' above mean sea level with steeper slopes associated with glacial swales draining southerly towards Beaverdam Pond.
Soils (SC Soil Survey)	CpA(Carver Plymouth sands 0-3% slopes) and CpE (Carver Plymouth sands 15-35%) associated with the above noted swale areas.
Wetlands, Depth to Seasonal High Water Table, Surface Water, etc.	None.
Vegetative Cover Type	Pitch pine - oak forest as per Town of Southampton WGEIS.
Rare and Endangered Species	Not available at this time.
Cultural Resources	Not available at this time
Land Use	Vacant.
Zoning	CR200 Residence (200,000 square feet minimum)
School District	Westhampton Beach
Public Water	No
Public Sewer	No
Fire/Police District	Westhampton Beach

CREDIT APPLICATION STAFF REPORT

Issue Date: 10/26/96

Item	Tax Map Number 900-334-1-13
Applicant Name	Harvey L. Ramsey
Location/Access	East of Atlantic Parkway, an unimproved paper road north of LIRR, Westhampton, Town of Southampton. Parcel has access from unamed paper road.
Hagstrom Map #	Map 24, P-30
Aerial #	Not available at this time.
Acreage	.11 acres
Topography/Geologic Features	Generally flat, approximately 50' above mean sea level with steeper slopes associated with glacial swales draining southerly towards Beaverdam Pond.
Soils (SC Soil Survey)	CpA(Carver Plymouth sands 0-3% slopes) and CpE (Carver Plymouth sands 15-35%) associated with the above noted swale areas.
Wetlands, Depth to Seasonal High Water Table, Surface Water, etc.	None.
Vegetative Cover Type	Pitch pine - oak forest as per Town of Southampton WGEIS.
Rare and Endangered Species	Not available at this time.
Cultural Resources	Not available at this time
Land Use	Vacant.
Zoning	CR200 Residence (200,000 square feet minimum)
School District	Westhampton Beach
Public Water	No
Public Sewer	No
Fire/Police District	Westhampton Beach

BOXES 5 THRU 9 MUST BE TYPED OR PRINTED IN BLACK INK ONLY PRIOR TO RECORDING OR FILING.

Conservation Easement



THIS INDENTURE, made this 22 day of October, 19997

Witnesseth:

WHEREAS, Harvey Lee Ramsey, residing at 1750 Jackson Boulevard, Pecos, Texas 79772, who is the sole heir at law and next of kin of H.N. Ramsey, also known as Harvey Newton Ramsey, who died on April 23, 1972 and Salome Johnson Ramsey, who died on June 28, 1968, and who hereinafter is called the Grantor that owns certain real property, hereinafter called the "Property," which has ecological, scientific, groundwater recharge, scenic, educational, recreational and aesthetic value (the "Natural Values") in its present state as a natural area which property is described as follows:

See Schedule A annexed hereto

SCTM:	WHEREAS, the Central Pine Barrens Joint Planning and Policy Commission (the
900	"Commission"), with offices at P.O. Box 587, 3525 Sunrise Highway, 2nd Floor, Great River,
333	New York 11739-0587, was created pursuant to the Long Island Pine Barrens Protection Act of
3	1993 (the "Act") codified in New York Environmental Conservation Law Article 57 ("Article
13	57"), is hereinafter described as the "Grantee;" and

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WHEREAS, the Central Pine Barrens is a 100,000 acre area within the central and eastern portions of New York's Suffolk County which includes parts of the towns of Brookhaven, Riverhead and Southampton, and which is divided into two areas, the Core Preservation Area (the "Core") and the Compatible Growth Area (the "CGA"), as delineated in Article 57; and

WHEREAS, the Commission adopted the Central Pine Barrens Comprehensive Land Use Plan (the "Plan") which is designed to protect, preserve and enhance the functional integrity of the Pine Barrens ecosystem and its significant natural resources, including plant and animal populations and communities, to protect the quality of surface water and groundwater, discourage piecemeal and scattered development, promote recreational and environmental educational uses that are consistent with the Plan, to accommodate development in a manner consistent with the long term integrity of the Pine Barrens ecosystem, and to ensure that the pattern of development is compact, orderly and efficient; and

WHEREAS, the Plan's goals for the Core include protecting and preserving the ecologic and hydrologic functions of the Central Pine Barrens by preserving the Central Pine Barrens area in its natural state, promoting compatible agricultural, horticultural and open space and certain recreational uses within the framework of maintaining a Pine Barrens environment and minimizing the impact of such activities thereon, prohibiting or redirecting new construction or development,

accommodating specific Pine Barrens management practices, and protecting and preserving the quality of surface and groundwaters; and

WHEREAS, this grant of Conservation Easement is made pursuant to Environmental Conservation Law ("ECL"), Title 3, Article 49 or its similar successor statute, and this Conservation Easement is intended to comply with said statute; and

WHEREAS, Grantor and Grantee recognize the ecological, scientific, groundwater recharge, scenic, educational, recreational and aesthetic value of the Property and have the common purpose of conserving the Natural Values of the Property by the conveyance to the Grantee of a Conservation Easement on, over and across the Property which shall conserve the Natural Values of the Property and advance the goals of the Commission pursuant to the Act and the Plan;

NOW, THEREFORE, Grantor, for and in consideration of the facts above and hereinafter recited including, but not limited to, entitlement to receipt of the Pine Barrens Credits pursuant to Grantor's two Letters of Interpretation issued on November 5, 1996, both in the amount of 0.10 Pine Barrens Credits and of the mutual covenants, terms, conditions and restrictions herein contained, does hereby give, grant, bargain, sell and convey unto the Grantee, its successors and assigns forever a Conservation Easement in perpetuity over the Property consisting of the following:

- 1. The right of visual access to and view of the Property in its natural, scenic and open condition.
- 2. The Grantor's forbearance from taking any of those actions constituting development pursuant to ECL Section 57-0107(13), and the Grantor's forbearance from operations or uses pursuant to ECL Section 57-0107(13)(i-xiv) unless such operations or uses are otherwise expressly reserved herein.
- 3. a. The right of the Grantee, its respective agents, employees or other representatives, to enforce this Conservation Easement in an action at law or in equity or both.
 - b. The right of the State of New York, the County of Suffolk, the Township in which the Property is situated or their respective agents, employees or other representatives, exercising a third party enforcement right, to enforce this Conservation Easement in an action at law or in equity or both.

Enforcement pursuant to (a) and (b) hereinabove shall not be defeated because of any subsequent adverse possession, laches, estoppel or waiver. Grantee or any party with a third party enforcement right or their respective agents, employees or other representatives shall be permitted access, if necessary, to cross other lands retained by the Grantor, and to enter upon the Property at all reasonable times but solely for the purpose of inspection in order to enforce and assure compliance with the terms and conditions herein contained. Grantee, its agents, employees or other representatives, agree to give Grantor reasonable advance notice of its intention to enter and inspect the Property, and further such entrance and inspection shall be in a reasonable manner and at reasonable times. Furthermore, Grantor shall provide any third party with enforcement rights, or its agents, representatives or employees, access to cross other lands retained by Grantor, and permission to enter upon the Property, upon receipt of advance notice of such third party's intention to enter and inspect. Such entrance and inspection shall be in a reasonable manner and at reasonable times.

Covenants

In furtherance of the foregoing affirmative rights, the Grantor makes the following covenants, on behalf of himself, his successors, heirs and assigns, lessees, personal representatives and other successors in interest, which covenants shall run with and bind the Property in perpetuity:

- 1. There shall be no construction activity, alteration of vegetation or change in topography, no development as defined by ECL Section 57-0107(13) and no operations or uses not constituting development pursuant to ECL Section 57-0107(13)(i-xiv), unless otherwise expressly reserved herein.
- 2. There shall be no storing, dumping, discharging or placing of any substance in or on the Property in contravention of any applicable federal, state or local law or ordinance.

Reserved Rights

NEVERTHELESS, and notwithstanding any of the foregoing provisions to the contrary and as expressly limited herein, the Grantor reserves for himself, his heirs, successors and assigns the following reserved rights in addition to all those rights previously retained, reserved and defined herein, which may be exercised without written notice to the Grantee.

- 1. The right of exclusive possession of the Property.
- 2. The right to use the Property for passive recreational activities such as, but not limited to, hunting, fishing, camping, hiking and activities associated therewith so long as such activities conform to local zoning regulations and do not constitute development as defined in ECL Section 57-0107(13).

- 3. The right to use the Property for any existing, expanded, or new activity involving agriculture or horticulture if such use does not involve the material alteration of native vegetation; the right to use the Property for the erection of agricultural buildings, including but not limited to barns, greenhouses and farm stands, required for the production of plants or animals as reflected under ECL Section 57-0107(14), if such activity does not involve material alteration of native vegetation.
- 4. The right to use the Property for operations or uses described in ECL Section 57-0107(13) (i, ii and vi), or environmental restoration projects commenced by the Grantor or his heirs, successors or assigns upon approval of any applicable Federal, State or local agency, or any activity authorized under the federal natural gas act (15 U.S.C. Sections 717-717w), as same may be amended from time to time.
- 5. The right to sell, give or otherwise convey the Property or, consistent with the Covenants herein, any portion or portions of the Property, subject to the terms of this Conservation Easement. The Grantor, upon the sale, gift or other conveyance of his fee interest in the Property, shall have no further obligations or liabilities under this Conservation Easement. Grantor shall promptly notify Grantee of any conveyance of any interest in the Property, including the full names and mailing addresses of all Grantees, and the individual principals thereof, under any such conveyance. The instrument of any such conveyance shall specifically set forth that the interest thereby conveyed is subject to this Conservation Easement, without modification or amendment of the terms of this Conservation Easement, and shall incorporate this Conservation Easement by reference, specifically setting forth the date, office, liber and page of the recording thereof. The failure of any such instrument to comply with the provisions hereof shall not affect Grantee's rights hereunder.

Rights of the Public

Nothing contained in this Conservation Easement shall give or grant to the public a right to enter upon or to use the Property or any portion thereof where no such right existed in the public immediately prior to the execution of this Conservation Easement except as may be granted by the Grantor herein or his successors.

Miscellaneous

1. The parties hereto understand and agree that all the terms and provisions of ECL, Title 3, Article 49, as the same may be hereafter amended, entitled Conservation Easements, shall

- apply to this Conservation Easements, shall apply to this Conservation Easement.
- 2. This Conservation Easement contains the entire understanding between its parties concerning its subject matter. Any prior agreement between the parties concerning its subject matter shall be merged into this Conservation Easement and superseded by it.
- 3. Any provision of this Conservation Easement restricting Grantor's activities, which is determined to be invalid or unenforceable by a court, shall not be rendered a nullity. Instead, that provision shall be reduced or limited to whatever extent that the court determines will make it enforceable and effective. Any other provision of this Conservation Easement which is determined to be invalid or unenforceable by a court shall be severed from the other provisions, which shall remain enforceable and effective.
- 4. Regardless of any contrary rule of construction, no provision or alleged ambiguity of this Conservation Easement shall be construed in favor of one of the parties because it was drafted by the other party's attorney. If any provision of this Conservation Easement is ambiguous or shall be subject to two or more interpretations, one of which would render that provision invalid, then that provision shall be given such interpretation as would render it valid and consistent with the purposes of this Conservation Easement as intended by Grantor. Any rule of strict construction designed to limit the breadth of the restrictions on use of the Property shall not apply in the construction or interpretation of this Conservation Easement, and, this Conservation Easement shall be interpreted broadly to effect the purposes of this Conservation Easement as intended by Grantor. The parties intend that this Conservation Easement, which is by nature and character primarily negative in that Grantor has restricted and limited Grantor's right to use the Property, except as otherwise recited herein, be construed at all times and by all parties to effectuate its purposes.
- 5. This Conservation Easement can be terminated only in accordance with the law of the State of New York applicable to the termination of easements and covenants running with the land. This Conservation Easement may be modified only upon the written consent of both Grantor and Grantee, or their successors, heirs, representatives or assigns. Grantor and Grantee recognize that circumstances could arise which would justify the modification of certain of the restrictions contained herein. To this end, Grantee and Grantor shall mutually have the right, in their sole discretion, to agree to amendments to this Conservation Easement which are not inconsistent with the basic purpose of this Conservation Easement, provided, however, that the Grantee shall have no right or power to agree to any amendments hereto that would result in this Conservation Easement failing to qualify as a valid conservation easement under ECL, Title 3, Article 49 as the same may be hereafter amended.
- 6. The Grantor agrees that the terms, conditions, restrictions and purposes of this Conservation Easement shall continue as a servitude running in perpetuity with the

Property and will be incorporated by reference in any subsequent deed or other legal instrument by which the Grantor divests himself of either the fee simple title to or its possessory interest in the Property or any portion thereof specifically setting forth the date, and the liber and page of the Suffolk County Clerk's records of the recording hereof.

- 7. Any notices required in this Conservation Easement shall be written. Notices shall be given either by manual delivery or by mailing in a mail receptacle maintained by the United States Postal Service. Mailed notices must be contained in an accurately addressed, sealed envelope, marked for delivery by first class registered or certified mail, with sufficient prepaid postage affixed and with return receipt requested. Mailed notice to the Grantor shall be addressed to Grantor's address as recited herein or to any such other address as the Grantee shall be addressed to Grantee's address as recited herein or to any such other address as the Grantee may designate by notice in accordance with this section.
- 8. It is understood and agreed by the Parties hereto that the Grantor, its successors, heirs and assigns, shall not be liable for any changes to the Property caused by any natural disaster or Act of God.
- 9. The Grantor and Grantor's lessees, representatives, successors, heirs and assigns, shall not apply to the Commission for a hardship or other permit under the Plan or under ECL Article 57.
- 10. The Grantor does further covenant and represent that the Grantor is seized of the Property in fee simple and has good right to grant and convey the aforesaid Conservation Easement, that the Property is free and clear of any and all encumbrances, other than those of record, and that the Grantee shall have the use of, and enjoy all of the benefits derived from and arising out of, the aforesaid Conservation Easement.
- 11. The parties hereto recognize and agree that the benefits of this Conservation Easement are in gross and assignable, and the Grantee hereby covenants and agrees that any transferee or assignee will be an organization or public body qualified to hold a Conservation Easement pursuant to ECL, Title 3, Article 49, as the same may be hereafter amended, and the regulations promulgated thereunder.
- 12. All references to statutory provisions of Article 57 shall be as such provisions were in effect on the date of execution of this Conservation Easement.

IN WITNESS WHEREOF, Grantor has executed and delivered and Grantee has accepted and
received this Grant of Conservation Easement on the day and year set forth above.
Harvey Lee Ramsey, the sole heir at law and next of kin of Harvey Newton Ramsey and Salome Johnson Ramsey
STATE OF Jose
COUNTY OF Level
On this 22 day of Ortoles, 1997 before me personally came <u>HARVEY LEE RAMSEY</u> , to me known and known by me to be the individual described in and who executed the foregoing
instrument; and he acknowledged to me that he executed the same.
JO ALLGOOD Notary Public * STATE OF TEXAS
My Comm. Exp. 07/24/2000 Notary Public
and the state of t
STATE OF NEW YORK SS: COUNTY OF SUFFOLK
EDWARD P. ROMAINE, CLERK OF THE COUNTY OF SUFFOLK AND CLERK OF THE SUPREME COURT OF THE STATE OF NEW YORK IN AND FOR SAID COUNTY (SAID COURT BEING A COURT OF RECORD) OF THE STATE OF NEW YORK IN AND FOR SAID COUNTY (SAID COURT BEING A COURT OF RECORD) OF THE STATE OF NEW YORK IN AND FOR SAID COUNTY (SAID COURT BEING A COURT OF RECORD) OF THE SUPREME COURT OF THE SUPREM
N TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE SEAL OF SAID
Edward P. Romaine
CLERK
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Typomry I done
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ROSEANN HANSEN
Notary Public, State of New York No. 4917002 Qualified in Suffolk County

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Schedule A

All that certain plot, piece or parcel of land situate, lying and being in the Town of Southampton, County of Suffolk and State of New York known and designated as follows:

Parcel I

Lots numbered Thirty-one (31) and Thirty-two (32), in Block One Hundred Forty-Three (143), as shown on a certain map entitled "Section 5, of Hampton Spring Park," filed in the office of the County Clerk of Suffolk County on the eighth day of September, 1910, under the number 394.

SCTM 900-333-3-13

Parcel II

Lots Nos. 6 and 12 in Block 13, Plot No. 3, of Second Ward, Westhampton Beach, Long Island New York, as shown on the map entitled "Development A, Second Ward of Westhampton, Long Island, as surveyed by J.S. Raynor, Civil Engineer," filed in the office of the County Clerk of Suffolk County on the eighth day of October, 1909, under the number 365.

Said parcels being and intended to be the same as described in a deed dated April 2, 1958 between Aggie L. Griggin as grantor and H.N. Ramsey and Salome Johnson Ramsey and recorded in the offices of the Suffolk County Clerk at Liber 4683 and Page 542.

Harvey Lee Ramsey is the sole heir at law and next of kin of H.N. Ramsey who died on April 23, 1972 and Salome Johnson Ramsey, who died on June 28, 1968.

SCTM: 900-334-1-13

CONVEYED

Pine Barrens Credit Clearinghouse

Number: 0900-00036 Date Issued: December 23, 1997

Pine Barrens Credit Certificate

Issued Pursuant to the Long Island Pine Barrens Protection Act and the Central Pine Barrens Comprehensive Land Use Plan

This certifies that the Harvey Lee Ramsey hereby owns

0.20 Pine Barrens Credits

This certificate entitles the owner to a land use density or intensity increase as provided in the Central Pine Barrens Comprehensive Land Use Plan and pursuant to local ordinances.

These Credits were generated from property in the Westhampton Beach School District

Vice-Chairman, Pine Barrens Credit Clearinghouse



SALE, CONVEYANCE OR TRANSFER PINE BARRENS CREDITS

shall deliver to the Pine Barrens Credit Pine Barrens Credit, or any interest therein, selling, conveying, transferring or pledging a Credits sold, conveyed, transferred, or Clearinghouse this Certificate representing the Within ten (10) business days the person

be issued in the name of the person(s) who represented by this Certificate. Certificate will be issued to the grantor if he Upon Clearinghouse receipt, a Certificate will has retained any interest in the Credits have secured an interest in the Credits. A new

Name: WEST KAMPATON BAY CAMPANY LLC City/State/ Zip Codely FTHOW Prom BEACH / 14 119 78 Address: 41 SUNSET AVENUE Signature

City/State/ Zip Code: Signature: Arang

Number of Credits Sold, Conveyed or

Date of Transaction:

Consideration: _ Interest Secured: \$4000.00

(e.g., Contract of Sale, Bill of Sale) Attach written evidence of the transaction

PINE BARRENS CREDITS PLEDGED AS SECURITY

security for loans, the lending institution shall return this certificate to the Pine Barrens within ten (10) business days. Credit Clearinghouse properly completed When Pine Barrens Credits are pledged as

Upon Clearinghouse receipt, a revised Pine will be re-issued Barrens Certificate reflecting the encumbrance

Owner (Borrower)

City/State Zip Code: Address:

Signature:

Lending Institution

Address: Name:

City/State Zip Code: Signature:

Title:

Term of Loan: Amount of loan:

Number of Pine Barrens Credits pledged as collateral:

reissue a Pine Barrens Certificate upon as security, the Clearinghouse will again (Note: When Pine Barrens Credits are released notification by the owner and the lender.) Attach written evidence of the transaction

PINE BARRENS CREDITS REDEMPTION

shall return this Certificate to the Pine Barrens the person redeeming the Pine Barrens Credit approved by a municipal approving agency, association with a development project days of their redemption. Credit Clearinghouse within ten (10) business When Pine Barrens Credits are redeemed in

Owner (Person Redeeming

Name: WESTHAMPTON BAY CON PANY LLC
Address: AI SUNSET AUGNUE

City/State Zip Code: PARTURMEDIN BEAGH NU

Town in which Pine Barrens Credits are

Signature

Town: SOUTHAMPTON

School District in which Redeemed: WESTLAMTON

Barrens Credits redeemed: Suffolk County Tax Map of parcel where Pine

GOD- 334-

Number of Pine Barrens Credits Redeemed: O. 2.0

Municipal development approval was issued: SEPT 28, 2001 (CO9-01-002) (09-01-0028)

approval Municipal Official issuing development

Title: CHAIR - BO, OF REVIEW Name: SC DEPT HEALTH SERVICES

Signature: 出言が下でる