

**PINE BARRENS CREDIT CLEARINGHOUSE
CREDIT APPLICATION STAFF REPORT**

Issue Date: 12/14/95

Field Visit: 12/13/95

Item	Tax Map Number: 200-411-5-3.1 thru 17.4
Applicant Name	Bernard & Terrence Meyer, Expressway 60 Patent c/o Philip Sanderman
Location/Access	North of Mill Road, just west of Halsey Manor Road, Manorville, Town of Brookhaven. Access from Mill Road.
Hagstrom Map #	Map 20, L-26
Aerial #	Not available at this time
Acreage	35 lots at .49 acres. The remainder contain .26, .53, .57 & .60 acres respectively.
Topography/Geologic Features	Generally flat at approximately 48' above mean sea level.
Soils (<i>SC Soil Survey</i>)	CpA, CpC and PIB
Wetlands, Depth to Seasonal High Water Table, Surface Water, etc.	None on site but to the north (Peconic River) and east.
Vegetative Cover Type	Pitch Pine/Oak-Heath Woods
Rare and Endangered Species	In general vicinity, associated with Peconic River.
Cultural Resources	Not available at this time
Scenic Resources	Very wild area of core with mostly surrounding vacant, wooded lands.
Land Use	Vacant, LILCO ROW and LIRR to north.
Zoning	A5 Residence
School District	Eastport
Public Water	No
Public Sewer	No
Fire/Police District	Manorville
Other	The property is posted with a notice that it is being used as a hunting preserve, there are scattered trails on the site.

11808 PG304

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RECORDED

19942

96 DEC 30 PH 2:49

EDWARD J. ...
CLERK OF
SUFFOLK COUNTY

19042

JAN - 6 1997

Number of pages

TORRENS

Serial #

Certificate #

Prior Clf. #

RECEIVED
\$ 0
REAL ESTATE
DEC 30 1996
TRANSFER TAX
SUFFOLK
COUNTY

Deed / Mortgage Instrument

Deed / Mortgage Tax Stamp

Recording / Filing Stamps

4 FEES

Page / Filing Fee φ Exempt.

Handling

TP-584

Notation

EA-5217 (County) Sub Total

EA-5217 (State)

R.P.T.S.A. n/c

Comm. of Ed. 5.00

Affidavit

Certified Copy

Reg. Copy

Other

Sub Total
GRAND TOTAL φ D.S.



Mortgage Amt.

1. Basic Tax

2. Additional Tax

Sub Total

Spec./Assit.

Spec./Add.

TOT. MTG. TAX

Dual Town Dual County

Held for Apportionment

Transfer Tax

Mansion Tax

The property covered by this mortgage is or will be improved by a one or two family dwelling only.

YES or NO
If NO, see appropriate tax clause on page # of this instrument.

5 Real Property Tax Service Agency Verification

6 Title Company Information

	Dist.	Section	Block	Lot
Stamp	0200	411	5	3.2, 3.3, 3.4 4.2, 4.3, 4.4
Date	12/29/96			9.2, 9.3, 9.4 10.2, 10.3, 10.4 15.2, 15.3 17.1, 17.2
Initials	PS			

Company Name
Title Number

Central Pine Barrens Joint
Planning + Policy Commission
P.O. Box 587, #
Great River, NY 11739-0587

8 FEE PAID BY:
Cash Check Charge
Payer same as R & R
(or if different)
NAME:
ADDRESS:

7 RECORD & RETURN TO (ADDRESS)

9 Suffolk County Recording & Endorsement Page

This page forms part of the attached Cons Easement made by:

Expressway 60 Patent
The premises herèin is situated in SUFFOLK COUNTY, NEW YORK.

TO
Central Pine Barrens Joint Planning + Policy Commission
In the Township of Brook

In the VILLAGE or HAMLET of Manorville

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

CONSERVATION EASEMENT

NOV - 8 1996

THIS INDENTURE, made this 24th day of ~~September~~ October, 1996,

W I T N E S S E T H:

WHEREAS, Expressway 60 Patent, hereinafter called the Grantor, is the owner in fee simple of 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 Exhibit A Attached

WHEREAS, the Central Pine Barrens Joint Planning and Policy Commission* (the "Commission") was created pursuant to the Long Island Pine Barrens Protection Act of 1993 (the "Act") codified in New York Environmental Conservation Law Article 57 ("Article 57"); is hereinafter described as the "Grantee;" and

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 (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 goal 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

* with offices at P.O. Box 587, Great River, New York 11739-0587

c/o sc Dept of Law Bldg 158 Vets Mem. Hwy Hemp NY

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 and manage 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 the Letter of Interpretation ~~numbered 40~~ and issued to the Grantor on the 19th day of July, 1996, 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-xiii) 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 of law or in equity or both.
 - b. The right of the State of New York, 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 covenant, on behalf of himself, his successors, heirs and assigns, which covenant 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-xiii), unless otherwise expressly reserved herein.

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 agricultural 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, 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 Declarations set forth in the WHEREAS CLAUSES contained herein shall be deemed and construed to be promises, covenants and restrictions as if fully repeated and set forth herein.

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 of this Conservation Easement shall be construed in favor of one of the parties because it was drafted by the other party's attorney. No alleged ambiguity in this Conservation Easement shall be construed against the party whose attorney drafted the portion containing the alleged ambiguity. 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 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 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 Grantor may designate by notice in accordance with this section. Mailed notice to 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. In 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 covenants agreed to, and the terms, conditions, restrictions and purposes imposed with this grant, shall not only be binding upon the Grantor but also upon its lessees, agents, personal representatives, successors, heirs and assigns, and all other successors in interest and shall continue as a servitude running in perpetuity with the Property.

10. 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.

11. 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.

12. 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 amended, and the regulations promulgated thereunder.

13. All references to statutory provisions 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.

EXPRESSWAY 60 PATENT
GRANTOR

BY: Bernard K Meyer, General Partner

THE COMMISSION
GRANTEE

BY: George Proios
Acting Chairman

NORTH CAROLINA
STATE OF NEW YORK)

ss.:
COUNTY OF SUFFOLK)
NEW HANOVER

On this ^{9th} day of ^{October} ~~September~~, 1996, before me personally came Bernard K Meyer, to me known, who being by me duly sworn, did depose and say that he is a member of the firm of EXPRESSWAY 60 PATENT, a partnership described in and which executed the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

[Signature]
Notary Public
The General Partner

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

On this ¹⁶ day of ^{December} ~~September~~, 1996, before me personally came ^{George Proios}, to me known, who being duly sworn, did depose and say that he resides at Bldg 158 Vets Mem. Hwy. ^{Head} and is the Acting Chairman of the Central Line Correns Joint Planning ^{Policy Commission} and that he executed the foregoing on behalf of the said Commission pursuant to law duly delegated.

[Signature]
Notary Public

SCHEDULE "A"

EXPRESSWAY 60 PATENT

SCTM Nos.: 200-411-5- 3.2, 3.3, 3.4, 4.2, 4.3, 4.4, 9.2, 9.3, 9.4, 10.2, 10.3, 10.4, 15.2, 15.3, 17.1 and 17.2

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Manorville, Town of Brookhaven, County of Suffolk and State of New York, known and designated as Lots 14, 16, 18, 36, 38, 40, 59, 61, 63, 83, 85, 87, 108, 110, 135 and 137 on a certain map entitled "Map of Pine River Park" file in the Suffolk County Clerk's Office on June 16, 1926 as Map No. 149 .