

CREDIT APPLICATION STAFF REPORT

Issue Date: 11/21/96

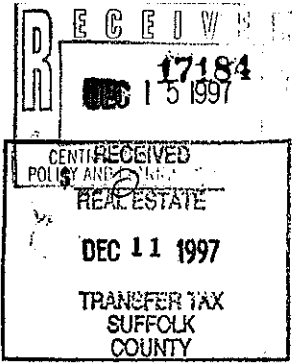
Site Visit: 10/16/96

Item	Tax Map Numbers:
Applicant Name	200-411-1-5, 6, 9 200-411-2-1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 29, 30, 31, 32, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 60, 61, 62, 63, 64, 65, 66, 67 Martha Barkus, Shirley Hershkowitz, Max Hershkowitz, Sharon Berman
Location/Access	Two tax parcels 200-411-5 & 9 and four parcels known as 200-411-2-3, 55, 58, and 60 front on Mill Road, an improved road. Two additional lots 200-411-2-10 & 53 have property lines that intersect at Mill Road and one lot does front on Mill Road however is smaller than the required minimum of 4000 square feet to be eligible for one credit. All other paper roads are not open except for the LILCO ROW which overlays Wilson Avenue. <i>(see attached survey)</i>
Hagstrom Map #	Map 20, L-26
Aerial #	Not available at this time.
Acreage	54 lots totalling 19.34 acres. <i>(See attached table for individual lot sizes)</i>
Topography/Geologic Features	Relatively flat, approximately 50' above mean sea level.
Soils <i>(SC Soil Survey)</i>	PiA (Plymouth loamy sand 0-3% slopes) and CpC (Carver and Plymouth sands 8-15% slopes)
Wetlands, Depth to Seasonal High Water Table, Surface Water, etc.	Yes, to the northwest and southeast of the subject old filed map there are regulated wetlands associated with the Peconic River. This is designated area R-5. It is not possible to say if and how much regulated area may exist on the subject parcels.
Vegetative Cover Type	Pitch pine - oak woods with areas of pine barrens shrub swamp.
Rare and Endangered Species	Yes, associated with wetland areas as per NYS DEC map dated 4/6/95.
Land Use	Vacant
Zoning	A5 Residence. Minimum lot area 200,000 square feet.
School District	South Manor
Public Water	No
Public Sewer	No
Fire/Police District	Manorville
Comments	Properties are located within the Wild, Scenic and Recreational Rivers Corrdior.

11867PG270

Number of pages 11

TORRENS
Serial # _____
Certificate # _____
Prior Ctf. # _____



RECORDED

97 DEC 11 PM 4:18
EDWARD P. ROMAINE
CLERK OF
SUFFOLK COUNTY

17184

Deed / Mortgage Instrument Deed / Mortgage Tax Stamp Recording / Filing Stamps

4 FEES

Page / Filing Fee	_____	<i>EYEMPT</i>	Mortgage Amt.	_____	
Handling	_____		1. Basic Tax	_____	
TP-584	_____		2. Additional Tax	_____	
Notation	_____		Sub Total	_____	
EA-5217 (County)	_____	Sub Total	_____	Spec./Assit.	_____
EA-5217 (State)	_____		or	_____	
R.P.T.S.A.	<i>Ntc.</i>		Spec. /Add.	_____	
Comm. of Ed.	5.00		TOT. MTG. TAX	_____	
Affidavit	_____		Dual Town _____ Dual County _____		
Certified Copy	_____		Held for Apportionment	_____	
Reg. Copy	_____	Sub Total	_____	Transfer Tax	<i>0</i>
Other	_____		Mansion Tax	_____	
		GRAND TOTAL	_____	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	Company Name
200	411	1	6	
200	411	1	9	
Initials	see attached sheet			Title Number

7 RECORD & RETURN TO (ADDRESS)

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

9 Suffolk County Recording & Endorsement Page

This page forms part of the attached conservation easement made by:
Shirley Hershkowitz
(SPECIFY TYPE OF INSTRUMENT)

The premises herein is situated in SUFFOLK COUNTY, NEW YORK.

TO
Central Pine Barrens Joint Planning and Policy Commission
In the Township of Brookhaven
In the VILLAGE or HAMLET of Manorville

Attachment to Suffolk County Recording and Endorsement Page
 Shirley Hershkowitz to Central Pine Barrens Joint Planning and Policy Commission

District	Section	Block	Lot
200	411	2	1
200	411	2	4
200	411	2	6
200	411	2	7
200	411	2	8
200	411	2	10
200	411	2	12
200	411	2	14
200	411	2	16
200	411	2	18
200	411	2	19
200	411	2	22
200	411	2	24
200	411	2	26
200	411	2	29
200	411	2	31
200	411	2	47
200	411	2	48
200	411	2	50
200	411	2	51
200	411	2	53
200	411	2	60
200	411	2	61
200	411	2	63
200	411	2	64
200	411	2	65

Attachment to Suffolk County Recording and Endorsement Page
Shirley Hershkowitz to Central Pine Barrens Joint Planning and Policy Commission

200	411	2	66
200	411	2	67

Conservation Easement

THIS INDENTURE, made this 11 day of December, 1997,

Witnesseth:

WHEREAS, Shirley Hershkowitz, residing at 217 Birchwood Road, Coram, New York 11727, 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

WHEREAS, the Central Pine Barrens Joint Planning and Policy Commission (the "Commission"), with offices at P.O. Box 587, 3525 Sunrise Highway, 2nd Floor, Great River, New York 11739-0587, 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 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

SCTM 200-411-1-6, 9; 200-411-2-1, 4, 6, 7, 8-10, 12, 14, 16, 18, 19, 22, 24, 26
29, 31, 47, 48, 50, 51, 53, 60, 61, 63, 64, 65, 67

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 a Commission resolution of March 12, 1997 and amended by a resolution of June 24, 1997 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 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 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. 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.

Shirley Hershkowitz
Shirley Hershkowitz

N.Y. 314289-374

STATE OF Florida)

COUNTY OF Broward) SS:

12/11/97 *AL: AS*

STATE OF NEW YORK
COUNTY OF SUFFOLK

SS.

I, 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) DO HEREBY CERTIFY THAT I HAVE COMPARED THE ANNEXED COPY OF

DEED LIBER 11867 AT PAGE 270 RECORDED 12-11-97 AND THAT IT IS A JUST AND TRUE COPY OF SUCH ORIGINAL EASEMENT AND OF THE WHOLE THEREOF.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE SEAL OF SAID COUNTY AND COURT THIS 11th DAY OF December 1997

Edward P. Romaine

CLERK

COUNTY OF Suffolk)

On this 11th day of December 1997, before me personally came George Provia to me known, who, being by me duly sworn, did depose and say that he is the Acting Chairman of the Central Pine Barrens Joint Planning and Policy Commission, the Commission described in and which executed the foregoing instrument; and he acknowledged to me that he signed his name thereto by order of the Commissioners of the Commission which has no seal.

Roseann Hansen

Notary Public

ROSEANN HANSEN
Notary Public, State of New York
No. 4917002
Qualified in Suffolk County
Commission Expires December 28, 1997

Schedule A

All that certain plot, piece or parcels of land situate, lying and being in the Town of Brookhaven, County of Suffolk and State of New York known and designated as follows on a certain map entitled, "Map of Prudence Homesites" and filed in the Suffolk County Clerk's Office as Map No. 806 on May 3, 1926:

Lots 1 to 7 and Lots 16 to 19 in Block 1; Lots 1 to 10, Lots 19 to 29, Lots 41 to 48 and Lots 57 to 65 all in Block 2; Lots 1 to 5, Lot 8, Lots 25 to 42, and Lots 51 to 61 all in Block 3; Lots 1 to 7 and the easterly half of Lot 8, Lots 29 and 30, Lots 16 to 20 and the westerly half of 28 all in Block 5; Lots 1 to 5 and Lots 11 to 13, Lots 22 to 28 and the westerly half of Lot 21, Lots 37 to 43 and the westerly half of Lot 36, Lots 47 to 53 and the easterly half of Lot 54, Lots 62 to 68 and the easterly half of Lot 69, all in Block 6; Lots 1 to 10, Lots 21 to 27 and the easterly half of Lot 28, Lots 36 to 51, Lots 60 to 67 all in Block 7; Lots 1 to 7 and the easterly half of Lot 8, Lots 29 and 30, Lots 16 to 20 and the westerly half of Lot 28 all in Block 8; Lots 1 to 7 in Block 9.

Said parcels being and intended to be the same as described in a deed dated March 1974 between Martha Barkus and Shirley Hershkowitz as executors of the last will and testament of David Rand as grantors, and Shirley Hershkowitz, as grantee recorded at Liber 7614 and Page 61 in the Suffolk County Clerk's office.

CONVEYED

Pine Barrens Credit Clearinghouse

Number: 0200-00075

Date Issued: December 15, 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 Shirley Hershkowitz hereby owns:

9.91 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.

A. D. Sisco

Vice-Chairman, Pine Barrens Credit Clearinghouse

SALE, CONVEYANCE OR TRANSFER
OF
PINE BARRENS CREDITS

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

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

Grantee (Buyer)
Middle Island Associates 98 LLC
Name: c/o Mars, Sloane & Conlon
Address: 1770 Motor Parkway
City/State/ Zip Code: Hempstead, NY 11788

Signature: [Signature]

Grantor (Seller)
Name: Shirley Hershkowitz
Address: 217 Birchwood Road
City/State/ Zip Code: Coram, NY 11727

Signature: [Signature]
Shirley Hershkowitz by Martha Barkus, attorney-in-fact

Number of Credits Sold, Conveyed or Transferred: 9.91
Date of Transaction: 1-27-97
Interest Secured: _____
Consideration: \$148,650

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

PINE BARRENS CREDITS
PLEDGED AS SECURITY

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

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

Owner (Borrower)
Name: _____
Address: _____
City/State Zip Code: _____
Signature: _____

Lending Institution
Name: _____
Address: _____
City/State Zip Code: _____
Signature: _____
Title: _____

Amount of loan: _____
Term of Loan: _____
Number of Pine Barrens Credits pledged as collateral: _____

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

REDEMPTION
OF
PINE BARRENS CREDITS

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

Owner (Person Redeeming)
Name: _____
Address: _____
City/State Zip Code: _____
Signature: _____

Town in which Pine Barrens Credits are redeemed.
Town: _____

School District in which Redeemed: _____
Suffolk County Tax Map of parcel where Pine Barrens Credits redeemed: _____

Number of Pine Barrens Credits Redeemed: _____

Municipal development approval was issued: _____ date _____

Municipal Official issuing development approval: _____
Name: _____
Title: _____
Signature: _____