

SUFFOLK COUNTY CLERK  
RECORDS OFFICE  
RECORDING PAGE

Type of Instrument: EASEMENT/DOP  
Number of Pages: 10  
Receipt Number : 04-0090690  
TRANSFER TAX NUMBER: 04-02474

Recorded: 08/16/2004  
At: 12:53:08 PM  
LIBER: D00012337  
PAGE: 576

District: 0200                      Section: 511.00                      Block: 01.00                      Lot: 014.000

EXAMINED AND CHARGED AS FOLLOWS

Deed Amount: \$0.00

Received the Following Fees For Above Instrument

		Exempt			Exempt
Page/Filing	\$0.00	YES	Handling	\$0.00	YES
COE	\$0.00	YES	NYS SRCHG	\$0.00	YES
TP-584	\$0.00	YES	Notation	\$0.00	YES
Cert.Copies	\$0.00	YES	RPT	\$0.00	YES
SCTM	\$0.00	YES	Transfer tax	\$0.00	YES
			Fees Paid	\$0.00	

TRANSFER TAX NUMBER: 04-02474


THIS PAGE IS A PART OF THE INSTRUMENT  
THIS IS NOT A BILL

Edward P.Romaine  
County Clerk, Suffolk County

1	2
of pages <u>10</u>	
<b>TORRENS</b>	
erial # _____	
ertificate # _____	
ior Ctf. # _____	


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

ge / Filing Fee	<u>30</u>	 <i>Exempt</i>
andling	<u>5</u>	
>-584	<u>5</u>	
otation	_____	
A-52 17 (County)	_____	Sub Total <u>40</u>
A-5217 (State)	_____	
.P.T.S.A.	<u>30.00</u>	
onm. of Ed.	<u>5.00</u>	
ffidavit	_____	
ertified Copy	_____	
eg. Copy	_____	Sub Total <u>50</u>
ther	<u>15</u>	GRAND TOTAL <u>90</u>

Mortgage Amt.	_____
1. Basic Tax	_____
2. Additional Tax	_____
Sub Total	_____
Spec./Assit. Or 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.	

08-16-04

Real Property Tax Service Agency Verification				
Dist	Section	Block	Lot	
		0200 51100 0100	014000	
Stamp				
Date				
Initials				
Satisfactions/Discharges/Releases List Property Owners Mailing Address <b>RECORD &amp; RETURN TO:</b>  <b>Central Pine Barrens        Joint Planning and Policy Commission        P.O. Box 587        Great River, New York 11739-0587</b>				

6 Community Preservation Fund	
Consideration Amount \$	_____
CPF Tax Due \$	_____
Improved	_____
Vacant Land	<input checked="" type="checkbox"/>
TD	_____
TD	_____
TD	_____

8 Title Company Information
Co. Name _____
Title # _____

**9 Suffolk County Recording & Endorsement Page**

This page forms part of the attached Conservation Easement made by: \_\_\_\_\_  
 (SPECIFY TYPE OF INSTRUMENT)

Moholm Kaplan  
 \_\_\_\_\_

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

TO  
**Central Pine Barrens Joint  
 Planning & Policy Commission**

In the Township of Brookhaven  
 In the VILLAGE  
 or HAMLET of Eastport

# Conservation Easement

THIS INDENTURE, made this 16 day of August, 2004

## Witnesseth:

WHEREAS Malcolm Kaplan, residing at 5559 Aleman Dr. Las Vegas, NV 89113, hereinafter are called the Grantor that own 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  
200- "Commission"), with offices at P.O. Box 587, 3525 Sunrise Highway, 2nd Floor, Great River,  
511-1 New York 11739-0587, was created pursuant to the Long Island Pine Barrens Protection Act of  
-14 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

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

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.

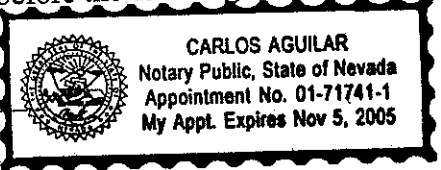
IN WITNESS WHEREOF, Grantor has executed and delivered and Grantee has accepted and received this Grant of Conservation Easement on the day and year set forth above.

Malcolm Kaplan  
Malcolm Kaplan

STATE OF NEVADA )  
COUNTY OF CLARK ) ss.:

On the 22<sup>nd</sup> day of July in the year 2004, before me, the undersigned Notary Public, personally appeared MALCOLM KAPLAN 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 in the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), 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, and that such individual made such appearance before the undersigned in the

[Signature]  
Notary Public



Central Pine Barrens Joint Planning and Policy Commission  
GRANTEE

BY: [Signature]

STATE OF New York )  
COUNTY OF Suffolk ) ss.:

On the 16<sup>th</sup> day of August in the year 2004 before me, the undersigned, a notary public in and for said state, personally appeared Peter A. Scully, 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.

Janet Kolodziejski  
Notary Public  
**JANET KOLODZIEJSKI**  
Notary Public, State of New York  
No. 4844266  
Qualified in Suffolk County  
Commission Expires 2/28/06<sup>7</sup>

AFFIDAVIT

STATE OF NEVADA )  
COUNTY OF CLARK ) ss.:

Malcolm Kaplan, residing at 5559 Aleman Dr. Las Vegas, NV 89113, being duly sworn, deposes and says:

I have discretion over matters with Suffolk County Tax Map Parcel 200-511-1-14.

I am the only person that has the authority to grant a conservation easement to Suffolk County Tax Map parcel number 200-511-1-14.

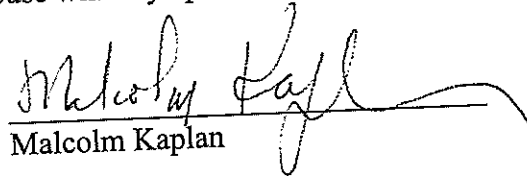
I am aware that signing the conservation easement prepared for Suffolk County Tax Map Parcel 200-511-1-14 affects the future use of the parcel. I am also aware that we will still own the parcels after the recording of the conservation easement with the Suffolk County Clerk's Office.

I have not been known by any other name in the previous ten years.

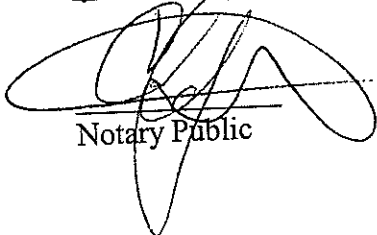
I further agree not to apply to the Commission or Pine Barrens Credit Clearinghouse for a hardship, other permit, or Pine Barrens Credits under the Plan or under New York State Environmental Conservation Law Article 57 pertaining to the premises described in the conservation easement.

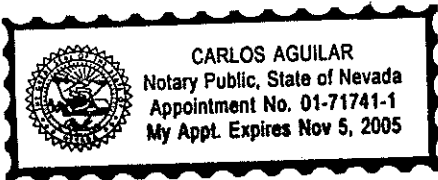
Furthermore, there are no known hindrances to my ability to convey a conservation easement to the Central Pine Barrens Joint Planning and Policy Commission for this parcel.

I make this Affidavit knowing that the Central Pine Barrens Joint Planning and Policy Commission and the Pine Barrens Credit Clearinghouse will rely upon the truth of the statements made herein.

  
Malcolm Kaplan

Sworn to before me this  
22<sup>nd</sup> day of July, 2004

  
Notary Public



**CONVEYED**

Pine Barrens Credit Clearinghouse

Number: 0200-00492

Date Issued: August 16, 2004

## *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 **Malcolm Kaplan** hereby owns:

### *1.00 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.*



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.

PINE BARRENS CREDITS  
PLEGGED 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

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.

Grantor (Seller)

Name: Malcolm J. Karvov  
Address: 5559 ALEMAR DR  
City/State/ Zip Code: 203 VEGAS NJ  
Signature: Malcolm J. Karvov 59113

Grantee (Buyer)

Name: PATRICK CURTIS  
Address: 200 LAKEWOOD AVE  
City/State/ Zip Code: BATTEA NY 11716  
Signature: Patrick Curtis

Number of Credits Sold, Conveyed or Transferred: ONE  
Date of Transaction: 9/22/2004  
Interest Secured: \$110,000  
Consideration: \$110,000  
Attach written evidence of the transaction (e.g., Contract of Sale, Bill of Sale)

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.)

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: \_\_\_\_\_