PINE BARRENS CREDIT LETTER OF INTERPRETATION APPLICATION STAFF REPORT

Issue Date: 4/22/96, Renewal Date: 12/7/98 Field Visit: 3/21/96

Item	Tax Map Numbers:
	200-454-1-8 200-480-3-1, 2
Applicant Name	John Migliore
Location/Access	East side of East Bartlett Road just south of its intersection with West Bartlett Road, Middle Island. Parcels are contiguous and all parcels front on and take access from East Bartlett Road, an improved roadway.
Hagstrom Map #	Map 16, K-21
Aerial #	Not available at this time.
Acreage	5.0 acres each as per tax map database, 15.0 acres total.
Topography/Geologic Features	Approximately 100' above mean sea level at the road edge. This is the lowest portion of the site and part of the contributing watershed to Spring Lake to the north. The property slopes upward from the road and contains some steeper slopes.
Soils (SC Soil Survey)	CpA (Carver and Plymouth sands, 15-35%)
Wetlands, Depth to Seasonal High Water Table, Surface Water, etc.	According to NYS DEC maps, a series of small freshwater wetland pockets exist to the south and west of the subject parcel across East Bartlett Road. These are labeled as B-13.
Vegetative Cover Type	Pitch pine - oak woods with areas of pine barrens shrub swamp.
Rare and Endangered Species	According to 1995 Natural Heritage data, there are no rare or endangered species in this vicinity.
Cultural Resources	Not available at this time
Land Use	Vacant. All of East Bartlett Road is residential, however not all lots are built out. Spring Lake Golf Course is located north of the subject parcel, approximately one mile.
Zoning	A1 Residence. Minimum lot area 40,000 square feet. (Town Zoning Map Sheet No. 7)
School District	Longwood
Public Water	SCWA has a tank site and pump station immediately to the south of the subject property, however it is not servicing the subject lots at this time.
Public Sewer	No
Fire/Police District	Middle Island.
Comments	

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TP-584				2. Additional Tax	
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EA-5217 (State)				Or Spec. /Add.	
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Conservation Easement

THIS INDENTURE, made this 18th day of Novamber, 1999,

Witnesseth:

WHEREAS, Rudolph F. Migliore residing at 750 Hawkins Avenue, Lake Ronkonkoma New York, 11779 and Rudolph F.X. Migliore, residing at 7 Singingwood Drive, Stony Brook, New York 11790, as joint tenants with right of survivorship, hereinafter called the Grantors, are the owners 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 Schedule A annexed hereto

SCTM: 0200 480

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WHEREAS, the Central Pine Barrens Joint Planning and Policy Commission (the "Commission"), with offices at P.O. 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 heremafter 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

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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, Grantors 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, Grantors, 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 Grantors' Letter of Interpretation issued on November 4, 1999, totaling 4.66 Pine Barrens Credits and of the mutual covenants, terms, conditions and restrictions herein contained, does hereby give, grant, bargain, sell and convey unto the Grantec, 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 Grantors' forbearance from taking any of those actions constituting development pursuant to ECL Section 57-0107(13), and the Grantors' 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 Grantors, 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 Grantors 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, Grantors shall provide any third party with enforcement rights, or its agents, representatives or employees, access to cross other lands retained by Grantors, 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 Grantors make the following covenants, on behalf of themselves, their 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 Grantors reserve for themselves, their 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 Grantors or their 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 Grantors, 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. Grantors 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 Grantors herein or their 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.
- 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 Grantors' 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 Grantors. 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, which is by nature and character primarily negative in that the Grantors have restricted and limited the Grantors' 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 the Grantors and Grantee, or their successors, heirs, representatives or assigns. Grantors and Grantee recognize that circumstances could arise which would justify the modification of certain of the restrictions contained herein. To this end, Grantee and the Grantors 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 Grantors agree 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 Grantors divests themselves 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 attixed and with return receipt requested. Mailed notice to the Grantors shall be addressed to Grantors' address as recited herein or to any such other address as the Grantors 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 Grantors, their 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 or the Pine Barrens Credit Clearinghouse for a hardship, other permit or Pine Barrens Credits under the Plan or under ECL Article 57 pertaining to the "Schedule A" premises.
- 10. The Grantors do further covenant and represent that the Grantors are 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.
- 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, Grantors have execut	ted and delivered and Grantee has accented and
received this Grant of Conservation Easement on	the day and your set forth above.
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Rudolph F. Migliore	Rudolph F.X. Migliore
	/
STATE OF Houda)	STATE OF NEW YORK)
COUNTY OF POLM BLACK	STATE OF <u>ALEW YORK</u>) SS: COUNTY OF <u>SUFFULIC</u>)
COUNTY OF WILL BLACK	COUNTY OF SUFFULK)
	-
On the 9th day of NOV in the year	On the 10 7th day of NUV. in the year
1999 before me, the undersigned, a notary	1999 before me, the undersigned, a notary
public in and for said state, personally appeared	public in and for said state, personally appeared
Rudolph F. Migliore personally	EvolPit F.K. HiELiake, personally
known to me or proved to me on the basis of	known to me or proved to me on the basis of
satisfactory evidence to be the individual(s)	satisfactory evidence to be the individual(s)
whose name(s) is (are) subscribed to the within	whose name(s) is (are) subscribed to the within
instrument and acknowledged to me that	instrument and acknowledged to me that
he/she/they executed the same in his/her/their	he/she/they executed the same in his/her/their
capacity(ies), and that by his/her/their	capacity(ics), and that by his/her/their
signature(s) on the instrument, the individual(s)	signature(s) on the instrument, the individual(s)
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individual(s) acted, executed the instrument.	individual(s) acted, executed the instrument.
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Notary Public	Notary Public
	SUSAN TREMBINSKI
	Notary Public, State of New York
AMALIA VALENTI	No. 4727370 Qualified in Suffeli County
Notary Public - State of Florida	Commission Expires Aircust 31
My Commission Expires Sep 7, 2003 Commission # CC869482	
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Central Pine Barrens Joint Planning and Po	olicy Commission	
GRANTEE BY: Leoye win A	Letin Chair	
STATE OF <u>lear lak</u>) SS: COUNTY OF <u>leffell</u>)		
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STATE OF NEW YORK COUNTY OF SUFFOLK	SS:	
, EDWARD P. ROMAINE, CLERK OF THE CO OF THE STATE OF NEW YORK IN AND FOR S OO HEREBY CERTIFY THAT I HAVE COMPAI DEED LIBER <u>/2003</u> AT PAGE <u>9</u> AND THAT IT IS A JUST AND TRUE COPY	SAID COUNTY (SAID COUI RED THE ANNEXED COPY TO 8 RECORDED	RT BEING A COURT OF RECORD) OF
HEREOF. TESTIMONY WHEREOF, I HAVE HEREL		
COUNTY AND COURT THIS 30 DAY OF 1	100 1	1999 Luxed P. Komaine
	CLERK	12-0168 4/98cb

1200310908

Schedule A

ALL that certain plot, piece, or parcel of land situate, lying and being at Middle Island, near West Yaphank, Town of Brookhaven, County of Suffolk and State of New York, bounded and described as follows:

BEGINNING at a monument set at a point formed by the intersection of the northerly line of side of land of Ernest Wilson and the easterly line of side of Bartlett Road;

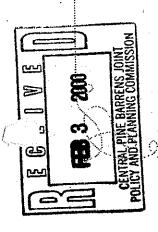
RUNNING THENCE North 6 degrees 46 minutes 30 seconds East, along the easterly side of Bartlett Road, 110.20 feet to another monument set on said easterly side of Bartlett Road;

THENCE RUNNING North 88 degrees 31 minutes 20 seconds East 1,994.30 feet to a line bordering on a ditch;

RUNNING THENCE southerly along two courses, the first being South 4 degrees 31 minutes 50 seconds West 19.20 feet and the second course being South 7 degrees 25 minutes 20 seconds West 90.55 feet;

THENCE RUNNING South 88 degrees 31 minutes 20 seconds West along the northerly line of side of land of Ernest Wilson 1,994.05 feet to the point or place of BEGINNING.

The foregoing parcel being and intended to be the same as described in a deed dated October 17, 1995 recorded October 26, 1995 in Liber 11747 page 470 between Rudolph F. Migliore as surviving tenant by the entirety of Eileen Migliore as grantor and Rudolph F. Migliore and Rudolph F.X. Migliore as joint tenants with right of survivorship as grantees and recorded at Liber 11747 Page 470 in the offices of the Suffolk County Clerk. Grantors herein, Rudolph F. Migliore and Rudolph F.X. Migliore are the same parties as the parties of the second part in the deed recorded at Liber 11747 Page 470 in the offices of the Suffolk County Clerk.



CONVEYED

Pine Barrens Credit Clearinghouse

Number: 0200-00253

Date Issued: December 10, 1999

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 Rudolph F. Migliore and Rudolph FX. Migliore as Joint Tenants with Right of Survivorship hereby owns:

4.66 Pine Barrens Credit

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

Vice-Chairman, Pine Barrens Crudit Clearinghous

SALE, CONVEYANCE OR TRANSFER OF FINE 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.

Owner (Borrower)

Address:

Name: RupolpH F. MIGLIURE & RupolpHFx MIGLIORE
Address: 750 Hawkins Atl LK. Romkond MyLending Institution City/State/ Zip Code: Grantee (Buyer) City/State/ Zip Code: Grantor_(Seller) Date of Transaction: 12/15/99 Number of Credits Sold, Conveyed or Address: 60 N County Attach wri ten evidence of the transaction (e.g., Interest Secured: Consideration: $\frac{4/04}{170}$ Transferred:__ Signature: CAMPO Signature: 466 Stather V Jeff NY רנונו AT, City/State Zip Code: Amount of loan: Address: Name: City/State Zip Code: a Pine Barrens Certificate upon notification by Number of Pine Barrens Credits pledged a as security, the Clearinghouse will again reis:ue (Note: When Pine Barrens Credits are rele collateral: Term of Loan: Attach written evidence of the transaction Title: Signature: Signature:

Contract o Sale, Bill of Sale)

the owner and the lender.)

Municipal Official issuing development

approval

Name: Title:

Signature:

PINE BARRENS CREDITS PLEDGED AS SECURITY

PINE BARRENS CREDITS

REDEMPTION

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 (Person Redeeming)

business days of their redemption.

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)

date	ased
Municipal development approval was issued:	
Number of Pine Barrens Credits Redeemed:	is .
Suffolk County Tax Map of parcel where Pin Barrens Credits redeemed:	
School District in which Redeemed:	
Town in which Pine Barrens Credits are redeemed. Town:	ř
Name: Address: City/State Zip Code: Signature:	