

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

Field Visit: 11/14/95

Issue Date: 11/28/95

Revision/Renewal Date: 6/1/99

<b>Item</b>	Tax Map Number: 200-462-4-2.1 (new) (Formerly part of retired tax map number: 200-462-4-2)
Applicant Name	Nicholas Aliano
Location/Access	North of CR 111, west of Halsey Manor Road, Manorville, Town of Brookhaven. Parcel has road frontage on CR 111, paved improved road.
Hagstrom Map #	Map 20, M-26
Aerial #	Not available at this time
Acreage	Lot 2.1 is 10 acres as per survey drawn by Matthew Crane, survey dates 3/2 through 3/5/98.  Note: Old tax map parcel 200-462-4-2 was originally 101.08 acres as per map prepared by Lee Lutz, P.C., dated 9/5/91. Suffolk County purchased 91.07 acres (given new tax map number 200-462-4-2.2) with Aliano retaining 10 acres (given new tax map number 200-462-4-2.1)
Topography/Geologic Features	Gently sloping with an average highpoint of 60' above msl in the south sloping down to an average of 45' in the north.
Soils (SC Soil Survey)	CpC (Carver and Plymouth sands, 3-15% slopes) (Soil Survey Map Sheet No. 58)
Wetlands, Depth to Seasonal High Water Table, Surface Water, etc.	Not available at this time
Vegetative Cover Type	Pitch Pine/Oak Woods predominantly.
Rare and Endangered Species	None according to Natural Heritage Data produced on a map prepared by the NYS DEC dated 4/6/95
Cultural Resources	Not available at this time
Scenic Resources	Along uninterrupted portion of CR 111
Physical Data:	
Land Use	Vacant except for previous foundation as noted in application. This was not observed during site visit.
Zoning	A2 - Minimum Lot Area 80,000 square feet
School District	Eastport as per map prepared by SC Planning dated 8/95
Public Water	Yes
Public Sewer	No
Fire/Police District	Manorville as per map prepared by SC Planning dated 8/95

33000

RECORDED

12028003

RECEIVED  
\$ D  
REAL ESTATE  
MAR 15 2000  
TRANSFER TAX  
SUFFOLK  
COUNTY

00 MAR 15 PM 12:28  
EDWARD P. ROMAINE  
CLERK OF  
SUFFOLK COUNTY

Number of pages

TORRENS

Serial # \_\_\_\_\_  
Certificate # \_\_\_\_\_  
Prior Ctf. # \_\_\_\_\_

33000

Deed / Mortgage Instrument

Deed / Mortgage Tax Stamp

Recording / Filing Stamps

FEES

Page / Filing Fee \_\_\_\_\_  
Handling \_\_\_\_\_  
TP-584 \_\_\_\_\_  
Notation \_\_\_\_\_  
EA-5217 (County) \_\_\_\_\_ Sub Total 0  
EA-5217 (State) \_\_\_\_\_  
R.P.T.S.A. 42.00  
Comm. of Ed. 5.00  
Affidavit \_\_\_\_\_  
Reg. Copy \_\_\_\_\_  
Other \_\_\_\_\_  
Sub Total 0  
GRAND TOTAL 0



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 0  
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.

Real Property Tax Service Agency Verification

Stamp	Dist.	Section	Block	Lot
	0200	462.00	04.00	002003
Date		Mar 2	Mar	
Initials	0200	4620	0400	002007

Title Company Information

Company Name CTIC  
Title Number 2908-01280

Central Pine Barrens  
Joint Planning and Policy Commission  
P.O. Box 667  
3625 Sunrise Highway, 2nd Floor  
Orangetown, New York 11739-0567

RECORD & RETURN TO  
(ADDRESS)

FEE PAID BY:

Cash \_\_\_\_\_ Check  Charge \_\_\_\_\_

Payer same as R & R  
(or if different)

NAME: CTIC

ADDRESS: \_\_\_\_\_

Suffolk County Recording & Endorsement Page

This page forms part of the attached conservation easement made by:

(SPECIFY TYPE OF INSTRUMENT)

Nicholas Aliano  
Margaret Aliano

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

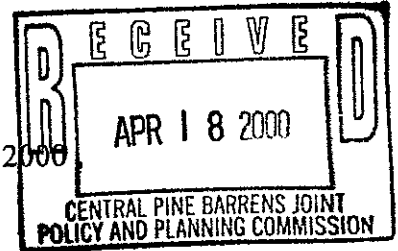
TO  
Central Pine Barrens Joint Planning  
and Policy Commission

In the Township of Brookhaven

In the VILLAGE  
or HAMLET of \_\_\_\_\_

# Conservation Easement

THIS INDENTURE, made this 2<sup>nd</sup> day of February, 2000



*Witnesseth:*

WHEREAS, Nicholas Aliano and Margaret Aliano both residing at 11 Ashley Lane, Shoreham, New York, 11786, 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: WHEREAS, the Central Pine Barrens Joint Planning and Policy Commission (the  
0200 "Commission"), with offices at P.O. 587, 3525 Sunrise Highway, 2nd Floor, Great River New  
462 York 11739-0587, was created pursuant to the Long Island Pine Barrens Protection Act of 1993  
4 (the "Act") codified in New York Environmental Conservation Law Article 57 ("Article 57"), is  
2.001 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

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 June 16, 1999, totaling 4.00 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 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.
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 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 as intended by Grantors. The parties intend that 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 affixed 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.
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, Grantors have executed and delivered and Grantee has accepted and received this Grant of Conservation Easement on the day and year set forth above.

Nicholas Aliano

Nicholas Aliano

Margaret Aliano

Margaret Aliano

STATE OF New York  
COUNTY OF Suffolk ) SS:

STATE OF New York  
COUNTY OF Suffolk ) SS:

On the 2nd day of February in the year 2000 before me, the undersigned, personally appeared Nicholas Aliano, 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.

On the 2nd day of February in the year 2000 before me, the undersigned, personally appeared Margaret Aliano, 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.

Deirdre D. Fedun

Notary Public

Deirdre D. Fedun

Notary Public

**DEIRDRE D. FEDUN**  
Notary Public, State of New York  
No. 4994281  
Qualified in Suffolk County  
Commission Expires March 30, 2002

**DEIRDRE D. FEDUN**  
Notary Public, State of New York  
No. 4994281  
Qualified in Suffolk County  
Commission Expires March 30, 2002



*Schedule A*

ALL that certain plot, piece, or parcel of land situate, lying and being in the Town of Brookhaven, County of Suffolk and State of New York, being more particularly bounded and described as follows:

BEGINNING at a point on the Northerly side of Port Jefferson Westhampton Road (C.R. 111) Where the same is intersected by the Westerly boundary line of land now or formerly of Cord Meyer Co., said point or place of Beginning being distant the following four (4) courses and distances from the Southwesterly end of a tie line which tie line connects the Northerly side of Port Jefferson-Westhampton Road (C.R. 111) with the Westerly side of Halsey Manor Road:

1. South 64 Degrees 40 Minutes 10 Seconds West 53.87 Feet;
2. North 57 Degrees 55 Minutes 20 Seconds West 74.27 Feet;
3. Northwesterly along the arc of a curve bearing to the left having a radius of 5695.58 Feet a Distance of 347.92 Feet;
4. North 54 Degrees 25 Minutes 20 Seconds West 419.11 Feet to the true point or place of beginning;

RUNNING THENCE from the point or place of beginning along the Northerly side of Port Jefferson-Westhampton Road (C.R. 111) North 54 Degrees 25 Minutes 20 Seconds West 1000.00 Feet;

RUNNING THENCE North 07 Degrees 31 Minutes 40 Seconds East 493.33 Feet;

RUNNING THENCE South 54 Degrees 25 Minutes 20 Seconds East 1000.63 Feet to land now or formerly of Catherine Smith; and

THENCE along said last mentioned land and land now or formerly of Cord Meyer Co. The following (2) Courses and Distances:

- 1) South 07 Degrees 41 Minutes 50 Seconds West 187.51 Feet;
- 2) South 07 Degrees 31 Minutes 40 Seconds West 305.52 Feet; to the Northerly side of Port Jefferson-Westhampton Road (C.R. 111), THE POINT OR PLACE OF BEGINNING.

The foregoing parcel being and intended to be the same as described in a deed dated January 5, 1981 between Nicholas Aliano as grantor and Expressway 110, a limited partnership as grantee and recorded at Liber 8955 Page 308 in the offices of the Suffolk County Clerk. Grantor herein, Nicholas Aliano is the same party as the party of the second part in the deed recorded at Liber 8955 Page 308 in the offices of the Suffolk County Clerk. The foregoing parcel being and intended to be the same as described in a deed dated April 30, 1998 between Nicholas Aliano as grantor and Margaret Aliano as grantee and recorded at Liber 11891 Page 811 in the offices of the Suffolk County Clerk. Grantor herein, Margaret Aliano is the same party as the party of the second part in the deed recorded at Liber 11891 Page 308 in the offices of the Suffolk County Clerk.

SCTM # 200-462-4-2.001

Number: 0200-00276  
Date Issued: April 20, 2000

*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 **Nicholas Aliano** and **Margaret Aliano** hereby owns:

*4.00 Pine Barrens Credit*

*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