

PINE BARRENS CREDIT LETTER OF INTERPRETATION APPLICATION

STAFF REPORT

Issue Date: 3/24/97

Field Visit: 3/20/97

Revised: 11/4/97 (correct zoning designation)

Item	Tax Map Numbers: 200-460-2-4.1, 4.2, 4.3 4.4
Applicant Name	Anthony Cavalli
Location/Access	Four described parcels, south of North Street, west of Wading River Road, Manorville, Town of Brookhaven. All parcels have road frontage on North Street.
Hagstrom Map #	Map 20, M-25
Aerial #	Not available at this time.
Acreage	3.41 (house, two barns), 4.12, 4.20 and 7.30 acres respectively, as per tax bill. Total is 19.03 acres.
Topography/Geologic Features	Generally flat at approximately 100' above mean sea level.
Soils (<i>SC Soil Survey</i>)	PiA (Plymouth loamy sand 0-3% slopes) and PiB (Plymouth loamy sand 3-8% slopes) with small areas of De (Deerfield sand) and We (Wareham loamy sand)
Wetlands, Depth to Seasonal High Water Table, Surface Water, etc.	There are wetlands at the southwestern boundary of lot 4.4. These are shown as wetland number M-27 and are associated with wetlands within the Suffolk County owned Robert Cushman Murphy Park to the north and south of the subject property.
Vegetative Cover Type	A substantial portion of the site appears to be cleared for the use of horse corals. It is not possible to ascertain exactly how much of the site is cleared without an aerial photo or a survey indicating same.
Rare and Endangered Species	Yes, associated with the wetlands.
Cultural Resources	Not available at this time
Land Use	One single family residence and barns. It appears the the remaining land is being used for horses
Zoning	A5; one house per 200,000 square feet.
School District	outh Manor
Public Water	No
Public Sewer	No
Fire/Police District	Eastport

23924

RECORDED

11876PC397

1 2

RECEIVED
\$0
REAL ESTATE
FEB -3 1998
TRANSFER TAX
SUFFOLK
COUNTY

3

98 FEB -3 PM 3:51

EDWARD P. ROMAINE
CLERK OF
SUFFOLK COUNTY

RECEIVED
FEB 5 1998
CENTRAL PINE BARRENS JOINT
POLICY AND PLANNING COMMISSION
Recording / Filing Stamps

Number of pages 12
TORRENS
Serial #
Certificate #
Prior Ctf. #

Deed / Mortgage Instrument

Deed / Mortgage Tax Stamp

4

FEE'S

Page / Filing Fee 0 Exempt
Handling
TP-584
Notation
EA-5217 (County) Sub Total
EA-5217 (State)
R.P.T.S.A. 31
Comm. of Ed. 5.00
Affidavit
Certified Copy 10
Reg. Copy
Other
Sub Total 10
GRAND TOTAL 10



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.

5

Real Property Tax Service Agency Verification

6

Title Company Information

Dist.	Section	Block	Lot
0200	460.00	02.00	004.001
0200	460.00	02.00	004.002
0200	460.00	02.00	004.003

Company Name
Title Number

Central Pine Barrens
Joint Planning and Policy Commission
P O Box 587
3525 Sunrise Highway, 2nd Floor
Great River, New York 11739-0587

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

7

RECORD & RETURN TO (ADDRESS)

9

Suffolk County Recording & Endorsement Page

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

Anthony Cavalli, also known as Anthony Cavalli, Jr. and his wife Lucille Cavalli TO
Central Pine Barrens Joint Planning and Policy Commission

The premises herein is situated in SUFFOLK COUNTY, NEW YORK.
In the Township of Brookhaven
In the VILLAGE or HAMLET of Manorville

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

Conservation Easement

THIS INDENTURE, made this 23rd day of January, 1998.

Witnesseth:

WHEREAS, Anthony Cavalli, also known as Anthony Cavalli, Jr. and Lucille Cavalli, his wife, both residing at 164 North Street, Manorville, New York 11949, 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
200 "Commission"), with offices at P.O. 587, 3525 Sunrise Highway, 2nd Floor, Great River New
460 York 11739-0587, was created pursuant to the Long Island Pine Barrens Protection Act of 1993
2 (the "Act") codified in New York Environmental Conservation Law Article 57 ("Article 57"), is
4.001 hereinafter described as the "Grantee;" and

200 WHEREAS, the Central Pine Barrens is a 100,000 acre area within the central and eastern
460 portions of New York's Suffolk County which includes parts of the towns of Brookhaven,
2 Riverhead and Southampton, and which is divided into two areas, the Core Preservation Area (the
4.002 "Core") and the Compatible Growth Area (the "CGA"), as delineated in Article 57; and

200 WHEREAS, the Commission adopted the Central Pine Barrens Comprehensive Land Use
460 Plan (the "Plan") which is designed to protect, preserve and enhance the functional integrity of the
2 Pine Barrens ecosystem and its significant natural resources, including plant and animal
4.003 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 a Commission resolution of November 19, 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 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.
3. The existing non-residential structures as shown on the surveys prepared by Young and Young, Land Surveyors and dated July 2, 1997 and October 7, 1997 shall not be converted to residential structures.

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 and the existing improvements as shown on the surveys prepared by Young and Young, Land Surveyors and dated July 2, 1997 and October 7, 1997 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 and structures, including but not limited to barns, greenhouses, fences 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 as shown on the surveys prepared by Young and Young, Land Surveyors and dated July 2, 1997 and October 7, 1997. It is expressly understood that the use of the property as a horse farm at the date of this conveyance constitutes agriculture within the meaning of ECL Article 57.
4. The right to use the Property for operations or uses described in ECL Section 57-0107(13) (i, ii, iii, iv and vi) if such uses do not involve material alteration of native vegetation as shown on the surveys prepared by Young and Young, Land Surveyors and dated July 2, 1997 and October 7, 1997, 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 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 Grantors and Grantors' 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 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.

Thence along land now or formerly of John E. Dosiak, Jr., South 06 Degrees 07 Minutes 50 Seconds East, 1,133.34 feet.

Thence through land now or formerly of Lucille A. Cavalli the following two (2) courses:

1. South 79 Degrees 11 Minutes 00 Seconds West, 119.22 feet,
2. North 10 Degrees 49 Minutes 00 Seconds West, 1,048.98 feet, to the southerly side of North Street.

Thence easterly the following two (2) courses along the southerly side of North Street:

1. North 30 Degrees 46 Minutes 00 Seconds East, 40.43 feet,
2. North 63 Degrees 57 Minutes 40 Seconds East, 191.71 feet, to the point or place of beginning.

Said parcel being and intended to be the same as described in a deed dated March 18, 1996, between James D. Romanelli, as grantor and Anthony Cavalli and Lucille Cavalli, his wife, as grantees recorded at Liber 11768 and Page 814 in the offices of the Suffolk County Clerk.

SCTM: 200-460-2-4.002

PARCEL III

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Manorville, 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 southerly side of North Street. Said point being +/- 1,038 feet westerly along the southerly side of North Street, from the intersection of the westerly side of Wading River Road with the southerly side of North Street.

Thence through lands now or formerly of Lucille A. Cavalli the following two (2) courses:

1. South 10 Degrees 49 Minutes 00 Seconds East, 1,048.98 feet,
2. South 79 Degrees 11 Minutes 00 Seconds West, 192.47 feet, to the land now or formerly of Anthony Cavalli, Jr., and Lucille A. Cavalli.

Thence northerly along the land of Anthony Cavalli, and Lucille A. Cavalli, North 10 Degrees 49 Minutes 00 Seconds West, 832.06 feet to the southerly side of North Street.

Thence easterly along the southerly side of North Street, North 30 Degrees 46 Minutes 00 Seconds East, 290.00 feet, to the point or place of beginning.

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) HEREBY CERTIFY THAT I HAVE COMPARED THE ANNEXED COPY OF DEED LIBER 11876 AT PAGE 397 RECORDED 2/3/98 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 3 DAY OF Feb 1998
Edward P. Romaine

CLERK

12-0168.895ca

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.

[Signature]

Anthony Cavalli also known as
Anthony Cavalli, Jr.

[Signature]

Lucille Cavalli

STATE OF NY)
) SS:
COUNTY OF Nassau)

STATE OF NEW YORK)
) SS:
COUNTY OF NASSAU)

On this 16 day of Jan, 1998, before me personally came Anthony Cavalli, to me known and known by me to be the individual described in and who executed the foregoing instrument; and he acknowledged to me that he executed the same.

On this 16th day of Jan, 1998, before me personally came LUCILLE CAVALLI; to me known and known by me to be the individual described in and who executed the foregoing instrument; and he acknowledged to me that he executed the same.

[Signature]
Notary Public

[Signature]
Notary Public

CONCETTA M. GAMBA
Notary Public, State of New York
No. 4814747
Qualified in Nassau County
Commission Expires June 30, 1998.

DENNIS E. SZENTMARIAY
Notary Public, State of New York
No. 52-3923020
Qualified in Nassau County
Commission Expires September 30, 1999

Central Pine Barrens Joint Planning and Policy Commission
GRANTEE

BY: [Signature] Acting Chairman

STATE OF NEW YORK)
) SS:
COUNTY OF SUFFOLK)

On this 23rd day of January 1998, before me personally came GEORGE PROIOS, to me known, who, being by me duly sworn, did depose and say that he is the 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.

[Signature]
Notary Public

7 LAUREL A. LEIGH
NOTARY PUBLIC, State of New York
No. 4679745, Suffolk County
Commission Expires DEC. 31, 1998

Schedule A

PARCEL I

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Manorville, 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 southerly side of North Street. Said point being +/-1,328 feet westerly along the southerly side of North Street, from the intersection of the westerly side of Wading River Road with the southerly side of North Street.

Thence the following three (3) courses along land now or formerly of Anthony Cavalli, Jr., and Lucille A. Cavalli; and along land now or formerly of Lucille A. Cavalli:

1. South 10 Degrees 49 Minutes 00 Seconds East, 832.06 feet,
2. South 79 Degrees 11 Minutes 00 Seconds West, 210.53 feet,
3. North 10 Degrees 49 Minutes 00 Seconds West, 580.00 feet to the southerly side of North Street.

THENCE easterly along the southerly side of North Street the following three (3) courses:

1. North 14 Degrees 47 Minutes 40 Seconds East, 39.86 feet,
2. North 31 Degrees 10 Minutes 40 Seconds East, 159.95 feet,
3. North 30 Degrees 46 Minutes 00 Seconds East, 130.00 feet to the point or place of BEGINNING.

Said parcel being and intended to be the same as described in a deed dated January 2, 1993, between James D. Romanelli, as grantor and Anthony Cavalli, Jr. and Lucille Cavalli, his wife, as grantees recorded at Liber 11619 and Page 650 in the offices of the Suffolk County Clerk.

SCTM: 200-460-2-4.001

PARCEL II

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Manorville, 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 southerly side of North Street. Said point being +/- 806 feet westerly along the southerly side of North Street, from the intersection of the westerly side of Wading River Road with the southerly side of North Street.

Said parcel being and intended to be the same as described in a deed dated March 18, 1996, between James D. Romanelli, as grantor and Anthony Cavalli and Lucille Cavalli, his wife, as grantees recorded at Liber 11779 and Page 769 in the offices of the Suffolk County Clerk.

SCTM: 200-460-2-4.003

11876PC397

COUNTY OF SUFFOLK



ROBERT J. GAFFNEY
SUFFOLK COUNTY EXECUTIVE

ROBERT J. CIMINO
COUNTY ATTORNEY

DENNIS

DEPARTMENT OF LAW
DIVISION OF REAL ESTATE
ADDRESS ALL COMMUNICATIONS
IN THIS MATTER TO:

MEMORANDUM

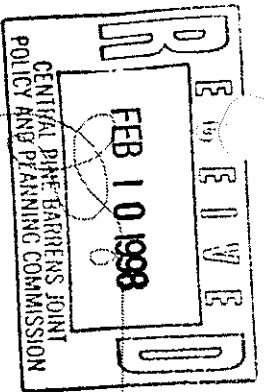
TO: EDWARD ROMAINE, County Clerk

FROM: ALLAN D. GRECCO, Deputy Director, Division of Real Estate
Vice Chairman, Pine Barrens Clearing House

DATE: 1/26/98

RE: Conservation Easement
District: 200
Section: 460
Block: 2
Lot: 4.004

Presented for recording herewith is a conservation easement which has been given over the above property in connection with the Pine Barrens Clearing House Transfer Development and Rights Program. Please record same without recording charge since the grantee is the Central Pine Barrens Joint Planning and Policy Commission of which the County of Suffolk is a member.



CONVEYED

Pine Barrens Credit Clearinghouse

Number: 0200-00083
Date Issued: February 4, 1998

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 **Anthony and Lucille Cavalli**, his wife hereby own:

10.75 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.

Alex Stacey

Vice-Chairman, Pine Barrens Credit Clearinghouse

SALE, CONVEYANCE OR TRANSFER
OF
PINE BARRENS CREDITS

PINE BARRENS CREDITS
PLEGDED AS SECURITY

REDEMPTION
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.

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.

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.

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.

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

Grantee (Buyer)

Name: MINBLE ISLAND ASSOCIATES 98, LLC
Address: 40 S. STANFORD PARKWAY
City/State/ Zip Code: BAKERSFIELD CA 93309
Signature: [Signature]

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

Lending Institution

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

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: _____

Grantors (Sellers)
Name: ANTHOONY LOCILLE CAVALI
Address: 1641 NORTH STREET, MARIETTA
City/State/ Zip Code: ALBANY GA 31706
Signature: [Signature]
Signature: [Signature]

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

Municipal development approval was issued: _____

Number of Credits Sold, Conveyed or Transferred: 10
Date of Transaction: 2/6/98
Interest Secured: _____
Consideration: 4161250

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.)

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

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

Signature: _____