

SUFFOLK COUNTY CLERK  
 RECORDS OFFICE  
 RECORDING PAGE

Type of Instrument: EASEMENT/DOP  
 Number of Pages: 9  
 TRANSFER TAX NUMBER: 03-18423

Recorded: 12/03/2003  
 At: 11:32:07 AM  
 LIBER: D00012287  
 PAGE: 669

District: 0200                      Section: 454.00                      Block: 01.00                      Lot: 009.001

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	\$5.85	YES	RPT	\$0.00	YES
SCTM	\$0.00	YES	Transfer tax	\$0.00	YES
			Fees Paid	\$5.85	

TRANSFER TAX NUMBER: 03-18423

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

Edward P. Romaine  
 County Clerk, Suffolk County

1 2 3

Number of pages

TORRENS

Serial #

Certificate #

Recorder Clk. #

RECORDED  
2003 Dec 03 11:32:07 AM  
Edward P. Romaine  
CLERK OF  
SUFFOLK COUNTY  
L 000012287  
P 669  
DT# 03-18423

Deed / Mortgage Instrument

Deed / Mortgage Tax Stamp

Recording / Filing Stamps

FEES

Age / Filing Fee

Handling

P-584

Notation

A-52 17 (County)

A-5217 (State)

...P.T.S.A.

Comm. of Ed. 5 00

Affidavit

Certified Copy

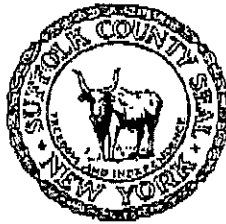
Leg. Copy

Other

Sub Total

Sub Total

GRAND TOTAL *exempt*



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

Stamp	Dist.	Section	Block	Lot
<i>12/29</i>	0200	454.00	01.00	009.001
Date				
Initials				

6 Community Preservation Fund

Consideration Amount \$

CPF Tax Due \$

Improved

Vacant Land

TD

TD

TD

Satisfactions/Discharges/Releases List Property Owners Mailing Address RECORD & RETURN TO:

Central Pine Barrens  
Joint Planning and Policy Commission  
P. O. Box 587  
Great River, New York 11739-0587

8 Title Company Information

Co. Name *Safe Harbor Title Agency, Ltd.*

Title # *5A232157*

9 Suffolk County Recording & Endorsement Page

This page forms part of the attached *Conservation Easement* made by:

(SPECIFY TYPE OF INSTRUMENT)

*Alan Simmons &* The premises herein is situated in

Joseph Caspelle

SUFFOLK COUNTY, NEW YORK.

TO

In the Township of Brookhaven

**Central Pine Barrens Joint**

In the VILLAGE

**Planning & Policy Commission**

or HAMLET of Middle Island

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

(OVER)

Dear Taxpayer,

Your satisfaction of mortgage has been filed in my office and I am enclosing the original copy for your records.

If a portion of your monthly mortgage payment included your property taxes, you will now need to contact your local Town Tax Receiver so that you may be billed directly for all future property tax bills.

Local property taxes are payable twice a year: on or before January 10<sup>th</sup> and on or before May 31<sup>st</sup>. Failure to make payments in a timely fashion could result in a penalty.

Please contact your local Town Tax Receiver with any questions regarding property tax payment.

Babylon Town Receiver of Taxes  
200 East Sunrise Highway  
North Lindenhurst, N.Y. 11757  
(516) 957-3004

Riverhead Town Receiver of Taxes  
200 Howell Avenue  
Riverhead, N. Y. 11901  
(516) 727-3200

Brookhaven Town Receiver of Taxes  
250 East Main Street  
Port Jefferson, N.Y. 11777  
(516) 473-0236

Shelter Island Town Receiver of Taxes  
Shelter Island Town Hall  
Shelter Island, N.Y. 11964  
(516) 749-3338

East Hampton Town Receiver of Taxes  
300 Pantigo Place  
East Hampton, N.Y. 11937  
(516) 324-2770

Smithtown Town Receiver of Taxes  
99 West Main Street  
Smithtown, N.Y. 11787  
(516) 360-7610

Huntington Town Receiver of Taxes  
100 Main Street  
Huntington, N.Y. 11743  
(516) 351-3217

Southampton Town Receiver of Taxes  
116 Hampton Road  
Southampton, N.Y. 11968  
(516) 283-6514

Islip Town Receiver of Taxes  
40 Nassau Avenue  
Islip, N.Y. 11751  
(516) 224-5580

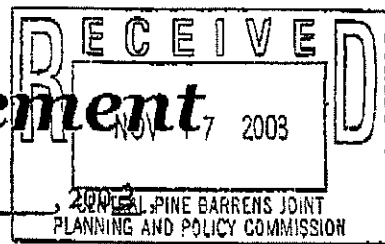
Southold Town Receiver of Taxes  
53095 Main Road  
Southold, N.Y. 11971  
(516) 765-1803

Sincerely,

*Edward P. ...*  
Great River, New York 11739-0587  
Suffolk County Planning and Zoning Commission  
P.O. Box 587

dw  
2/99

# Conservation Easement



THIS INDENTURE, made this 13 day of November

## Witnesseth:

WHEREAS, Allan Simmons & Jeanette Lachapelle, residing at 789 East Bartlett Road, Middle Island, NY 11953, hereinafter are called the Grantors that owns certain real property, hereinafter called the "Property," which has ecological, scientific, groundwater recharge, scenic, educational, recreational and aesthetic value (the "Natural Values") in its present state as a natural area which property is described as follows:

*See Schedule A annexed hereto*

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,  
 454 New York 11739-0587, was created pursuant to the Long Island Pine Barrens Protection Act of  
 1 1993 (the "Act") codified in New York Environmental Conservation Law Article 57 ("Article  
 9.1 57"), is hereinafter described as the "Grantee;" and

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

WHEREAS, the Commission adopted the Central Pine Barrens Comprehensive Land Use Plan (the "Plan") which is designed to protect, preserve and enhance the functional integrity of the Pine Barrens ecosystem and its significant natural resources, including plant and animal populations and communities, to protect the quality of surface water and groundwater, discourage piecemeal and scattered development, promote recreational and environmental educational uses that are consistent with the Plan, to accommodate development in a manner consistent with the long term integrity of the Pine Barrens ecosystem, and to ensure that the pattern of development is compact, orderly and efficient; and

WHEREAS, the Plan's goals for the Core include protecting and preserving the ecologic and hydrologic functions of the Central Pine Barrens by preserving the Central Pine Barrens area in its natural state, promoting compatible agricultural, horticultural and open space and certain recreational uses within the framework of maintaining a Pine Barrens environment and minimizing the impact of such activities thereon, prohibiting or redirecting new construction or development, accommodating specific Pine Barrens management practices, and protecting and preserving the quality of surface and groundwaters; and

WHEREAS, this grant of Conservation Easement is made pursuant to Environmental Conservation Law ("ECL"), Title 3, Article 49 or its similar successor statute, and this Conservation Easement is intended to comply with said statute; and

WHEREAS, Grantor and Grantee recognize the ecological, scientific, groundwater recharge, scenic, educational, recreational and aesthetic value of the Property and have the common purpose of conserving the Natural Values of the Property by the conveyance to the Grantee of a Conservation Easement on, over and across the Property which shall conserve the Natural Values of the Property and advance the goals of the Commission pursuant to the Act and the Plan;

NOW, THEREFORE, Grantor, for and in consideration of the facts above and hereinafter recited including, but not limited to, entitlement to receipt of the Pine Barrens Credits pursuant to Grantor's one (1) Letter of Interpretation issued on October 6, 2003 in the amount of 2.96 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 Grantor's forbearance from taking any of those actions constituting development pursuant to ECL Section 57-0107(13), and the Grantor's forbearance from operations or uses pursuant to ECL Section 57-0107(13)(i-xiv) unless such operations or uses are otherwise expressly reserved herein.
3.
  - a. The right of the Grantee, its respective agents, employees or other representatives, to enforce this Conservation Easement in an action at law or in equity or both.
  - b. The right of the State of New York, the County of Suffolk, the Township in which the Property is situated or their respective agents, employees or other representatives, exercising a third party enforcement right, to enforce this Conservation Easement in an action at law or in equity or both.

Enforcement pursuant to (a) and (b) hereinabove shall not be defeated because of any subsequent adverse possession, laches, estoppel or waiver. Grantee or any party with a third party enforcement right or their respective agents, employees or other representatives shall be permitted access, if necessary, to cross other lands retained by the Grantor, and to enter upon the Property at all reasonable times but solely for the purpose of inspection in order to enforce and assure compliance with the terms and conditions herein contained. Grantee, its agents, employees or

other representatives, agree to give Grantor reasonable advance notice of its intention to enter and inspect the Property, and further such entrance and inspection shall be in a reasonable manner and at reasonable times. Furthermore, Grantor shall provide any third party with enforcement rights, or its agents, representatives or employees, access to cross other lands retained by Grantor, and permission to enter upon the Property, upon receipt of advance notice of such third party's intention to enter and inspect. Such entrance and inspection shall be in a reasonable manner and at reasonable times.

## ***Covenants***

In furtherance of the foregoing affirmative rights, the Grantor makes the following covenants, on behalf of himself, his successors, heirs and assigns, lessees, personal representatives and other successors in interest, which covenants shall run with and bind the Property in perpetuity:

1. There shall be no construction activity, alteration of vegetation or change in topography, no development as defined by ECL Section 57-0107(13) and no operations or uses constituting development pursuant to ECL Section 57-0107(13)(i-xiv), unless otherwise expressly reserved herein.
2. There shall be no storing, dumping, discharging or placing of any substance in or on the Property in contravention of any applicable federal, state or local law or ordinance.

## ***Reserved Rights***

NEVERTHELESS, and notwithstanding any of the foregoing provisions to the contrary and as expressly limited herein, the Grantor reserves for himself, his heirs, successors and assigns the following reserved rights in addition to all those rights previously retained, reserved and defined herein, which may be exercised without written notice to the Grantee.

1. The right of exclusive possession of the Property.
2. The right to use the Property for passive recreational activities such as, but not limited to, hunting, fishing, camping, hiking and activities associated therewith so long as such activities conform to local zoning regulations and do not constitute development as defined in ECL Section 57-0107(13).
3. The right to use the Property for any existing, expanded, or new activity involving agriculture or horticulture if such use does not involve the material alteration of

native vegetation; the right to use the Property for the erection of agricultural buildings, including but not limited to barns, greenhouses and farm stands, required for the production of plants or animals as reflected under ECL Section 57-0107(14), if such activity does not involve material alteration of native vegetation.

4. The right to use the Property for operations or uses described in ECL Section 57-0107(13) (i, ii and vi), or environmental restoration projects commenced by the Grantor or his heirs, successors or assigns upon approval of any applicable Federal, State or local agency, or any activity authorized under the federal natural gas act (15 U.S.C. Sections 717- 717w), as same may be amended from time to time.
5. The right to sell, give or otherwise convey the Property or, consistent with the Covenants herein, any portion or portions of the Property, subject to the terms of this Conservation Easement. The Grantor, upon the sale, gift or other conveyance of his fee interest in the Property, shall have no further obligations or liabilities under this Conservation Easement. Grantor shall promptly notify Grantee of any conveyance of any interest in the Property, including the full names and mailing addresses of all Grantees, and the individual principals thereof, under any such conveyance. The instrument of any such conveyance shall specifically set forth that the interest thereby conveyed is subject to this Conservation Easement, without modification or amendment of the terms of this Conservation Easement, and shall incorporate this Conservation Easement by reference, specifically setting forth the date, office, liber and page of the recording thereof. The failure of any such instrument to comply with the provisions hereof shall not affect Grantee's rights hereunder.

## ***Rights of the Public***

Nothing contained in this Conservation Easement shall give or grant to the public a right to enter upon or to use the Property or any portion thereof where no such right existed in the public immediately prior to the execution of this Conservation Easement except as may be granted by the Grantor herein or his successors.

## ***Miscellaneous***

1. The parties hereto understand and agree that all the terms and provisions of ECL, Title 3, Article 49, as the same may be hereafter amended, entitled Conservation Easements, shall apply to this Conservation Easement.



2. This Conservation Easement contains the entire understanding between its parties concerning its subject matter. Any prior agreement between the parties concerning its subject matter shall be merged into this Conservation Easement and superseded by it.
3. Any provision of this Conservation Easement restricting Grantor's activities, which is determined to be invalid or unenforceable by a court, shall not be rendered a nullity. Instead, that provision shall be reduced or limited to whatever extent that the court determines will make it enforceable and effective. Any other provision of this Conservation Easement which is determined to be invalid or unenforceable by a court shall be severed from the other provisions, which shall remain enforceable and effective.
4. Regardless of any contrary rule of construction, no provision or alleged ambiguity of this Conservation Easement shall be construed in favor of one of the parties because it was drafted by the other party's attorney. If any provision of this Conservation Easement is ambiguous or shall be subject to two or more interpretations, one of which would render that provision invalid, then that provision shall be given such interpretation as would render it valid and consistent with the purposes of this Conservation Easement as intended by Grantor. Any rule of strict construction designed to limit the breadth of the restrictions on use of the Property shall not apply in the construction or interpretation of this Conservation Easement, and, this Conservation Easement shall be interpreted broadly to effect the purposes of this Conservation Easement as intended by Grantor. The parties intend that this Conservation Easement, which is by nature and character primarily negative in that Grantor has restricted and limited Grantor's right to use the Property, except as otherwise recited herein, be construed at all times and by all parties to effectuate its purposes.
5. This Conservation Easement can be terminated only in accordance with the law of the State of New York applicable to the termination of easements and covenants running with the land. This Conservation Easement may be modified only upon the written consent of both Grantor and Grantee, or their successors, heirs, representatives or assigns. Grantor and Grantee recognize that circumstances could arise which would justify the modification of certain of the restrictions contained herein. To this end, Grantee and Grantor shall mutually have the right, in their sole discretion, to agree to amendments to this Conservation Easement which are not inconsistent with the basic purpose of this Conservation Easement, provided, however, that the Grantee shall have no right or power to agree to any amendments hereto that would result in this Conservation Easement failing to qualify as a valid conservation easement under ECL, Title 3, Article 49 as the same may be hereafter amended.
6. The Grantor agrees that the terms, conditions, restrictions and purposes of this Conservation Easement shall continue as a servitude running in perpetuity with the Property and will be incorporated by reference in any subsequent deed or other legal instrument by which the Grantor divests himself of either the fee simple title to or its possessory interest in the Property or any portion thereof specifically setting forth the

date, and the liber and page of the Suffolk County Clerk's records of the recording hereof.

7. Any notices required in this Conservation Easement shall be written. Notices shall be given either by manual delivery or by mailing in a mail receptacle maintained by the United States Postal Service. Mailed notices must be contained in an accurately addressed, sealed envelope, marked for delivery by first class registered or certified mail, with sufficient prepaid postage affixed and with return receipt requested. Mailed notice to the Grantor shall be addressed to Grantor's address as recited herein or to any such other address as the Grantor may designate by notice in accordance with this section. Mailed notice to the Grantee shall be addressed to Grantee's address as recited herein or to any such other address as the Grantee may designate by notice in accordance with this section.
8. It is understood and agreed by the Parties hereto that the Grantor, its successors, heirs and assigns, shall not be liable for any changes to the Property caused by any natural disaster or Act of God.
9. The Grantor and Grantor's lessees, representatives, successors, heirs and assigns, shall not apply to the Commission 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 Grantor does further covenant and represent that the Grantor is seized of the Property in fee simple and has good right to grant and convey the aforesaid Conservation Easement, that the Property is free and clear of any and all encumbrances, other than those of record, and that the Grantee shall have the use of, and enjoy all of the benefits derived from and arising out of, the aforesaid Conservation Easement.
11. The parties hereto recognize and agree that the benefits of this Conservation Easement are in gross and assignable, and the Grantee hereby covenants and agrees that any transferee or assignee will be an organization or public body qualified to hold a Conservation Easement pursuant to ECL, Title 3, Article 49, as the same may be hereafter amended, and the regulations promulgated thereunder.
12. All references to statutory provisions of Article 57 shall be as such provisions were in effect on the date of execution of this Conservation Easement.

STATE OF NEW YORK  
COUNTY OF SUFFOLK

SS:

I, EDWARD P. ROMAINE, CLERK OF THE COUNTY OF SUFFOLK AND CLERK OF THE SUPREME COURT OF THE STATE OF NEW YORK (IN AND FOR SAID COUNTY (SAID COURT BEING A COURT OF RECORD) DO HEREBY CERTIFY THAT I HAVE COMPARED THE ANNEXED COPY OF DEED LIBER 12287 AT PAGE 649 RECORDED 12/63/2003 AND THAT IT IS A JUST AND TRUE COPY OF SUCH ORIGINAL EASEMENT AND OF THE WHOLE THEREOF.

IN TESTIMONY WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED THE SEAL OF SAID COUNTY AND COURT THIS 3RD DAY OF December 2003

CLERK

*Edward P. Romaine*

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.

*Alan B. Simmons*  
Alan Simmons

*Jeanette Lachapelle Simmons*  
Jeanette Lachapelle

STATE OF New York )  
  ) SS:  
COUNTY OF Suffolk )

On the 13 day of Nov. in the year 2003 before me, the undersigned, a ~~notary public in~~ and for said state, personally appeared ~~Alan Simmons & Jeanette Simmons~~ 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

*Joseph Vilardi*  
Notary Public

JOSEPH VILARDI  
Notary Public, State of New York  
No. 01VI601836  
Qualified in Suffolk County  
Commission Expires Sept. 21, 2006

Central Pine Barrens Joint Planning and Policy Commission  
GRANTEE

BY: *George Provia, Acting Chair*

STATE OF New York )  
  ) SS:  
COUNTY OF Suffolk )

On the 19 day of Nov. in the year 2003 before me, the undersigned, personally appeared, George Provia, 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 Lyons-Smith*  
Notary Public

JANET LYONS - SMITH  
NOTARY PUBLIC, State of New York  
No. 4839136  
Qualified in Suffolk County  
Commission Expires August 31, 2005

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 point on the Easterly side of Bartlett Road, 438.01 feet Northerly from a monument set on the Easterly side of Bartlett Road at the intersection of the Northerly line of land of Ernest Wilson;

RUNNING THENCE North 88 degrees 31 minutes 20 seconds East, 1887.38 feet actual (1905.64 feet deed) to a point or monument on said line;

THENCE South 65 degrees 59 minutes 33 seconds East actual (South 67 degrees 00 minutes 15 seconds East deed), 129.96 feet to a point or monument;

THENCE South 7 degrees 17 minutes 50 seconds West, 56.14 feet to a point or monument on the Northerly boundary line of the land of Shaver;

THENCE South 89 degrees 37 minutes 00 seconds West, 1997.68 feet actual (South 88 degrees 31 minutes 20 seconds West, 2014.75 feet deed) to a point or monument set on the Easterly side of Bartlett Road;

THENCE North 0 degrees 40 minutes 37 seconds West, along the Easterly side of Bartlett Road, 109.32 feet to the point or place of BEGINNING.

SCTM#: 200-454-1-9.1

Number: 0200-00461

Date Issued: December 8, 2003

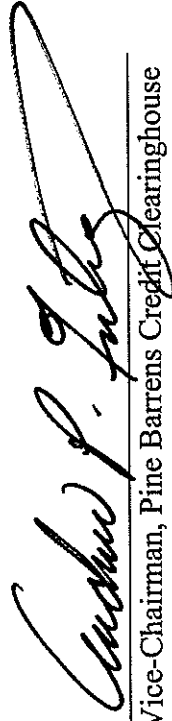
## *Pine Barrens Credit Certificate*

Issued Pursuant to the Long Island Pine Barrens Protection Act  
and the *Central Pine Barrens Comprehensive Land Use Plan*

This certifies that Jeanette Lachapelle & Allan Simmons hereby own:

### *2.96 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