

**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 (<i>SC Soil Survey</i>)	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	

Number of pages **12003PC907**

TORRENS
al # _____
Certificate # _____
Prior Clf. # _____

1 2 RECEIVED
\$ 0
REAL ESTATE
NOV 30 1999
TRANSFER TAX
SUFFOLK COUNTY

3 COPY
RECORDED
Nov 30 11 10 AM '99
EDWARD P. ROHAINÉ
CLERK OF
SUFFOLK COUNTY

18389

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

4 FEES

Page / Filing Fee _____
Handling _____
TP-584 _____
Notation _____
EA-52 17 (County) _____ Sub Total NC
EA-5217 (State) _____
R.P.T.S.A. 23
Comm. of Ed. 5 00
Affidavit _____
Certified Copy _____
Reg. Copy _____
Other _____ Sub Total _____
GRAND TOTAL NC



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

Dist.	Section	Block	Lot
0200	454.00	01.00	008.000
0200	480.00	03.00	001.000

6 Community Preservation Fund

Consideration Amount \$ _____
CPF Tax Due \$ _____
Improved _____
Vacant Land _____
TD _____
TD _____
TD _____

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

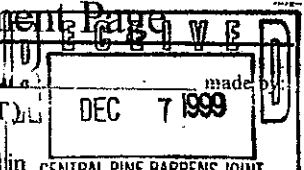
Central Pine Barrens
Joint Planning and Policy Commission
PO Box 587
3525 Sunrise Highway 2nd Floor.
Great River, ny. 11739-0587

8 Title Company Information
Co. Name **SAFE HARBOR TITLE AGENCY LTD**
Title # **SH990188**

9 Suffolk County Recording & Endorsement Page

This page forms part of the attached Conservation Easement
(SPECIFY TYPE OF INSTRUMENT)

John Migliore
TO
Central Pine Barrens Joint Planning and Policy Commission
The premises herein is situated in CENTRAL PINE BARRENS JOINT SUFFOLK COUNTY, NEW YORK
In the Township of Brookhaven
In the VILLAGE _____
or HAMLET of Middle Island



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

(OVER)

Conservation Easement

THIS INDENTURE, made this 18th day of November, 1999.

Witnesseth:

WHEREAS, John Migliore, residing at 261 Old Mill Road, Saint James, New York 11780 hereinafter is called the Grantor 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:

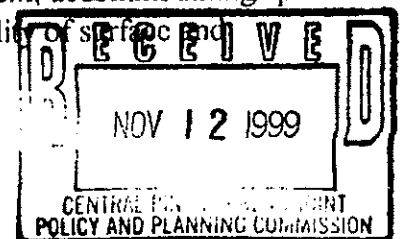
See Schedule A annexed hereto

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
8 57"), is hereinafter described as the "Grantee;" and

200 WHEREAS, the Central Pine Barrens is a 100,000 acre area within the central and eastern
480 portions of New York's Suffolk County which includes parts of the towns of Brookhaven,
3 Riverhead and Southampton, and which is divided into two areas, the Core Preservation Area (the
1 "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 two (2) Letters of Interpretation issued on November 4, 1999 in the amount of 9.34 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 not constituting development pursuant to ECL Section 57-0107(13)(i-xiv), unless otherwise expressly reserved herein.
2. There shall be no storing, dumping, discharging or placing of any substance in or on the Property in contravention of any applicable federal, state or local law or ordinance.

Reserved Rights

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

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

agriculture or horticulture if such use does not involve the material alteration of native vegetation; the right to use the Property for the erection of agricultural 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.

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

John Migliore
John Migliore

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

On the 10 day of NOV in the year 1999 before me, the undersigned, a notary public in and for said state, personally appeared JOHN MIGLIORE, 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

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 12003 AT PAGE 907 RECORDED 11-30-99 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 30 DAY OF NOV 1999

Edward P. Romaine
CLERK

12-0168.. 4/98cb

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

On the 18th day of NOV in the year 1999 before me, the undersigned, a notary public in and for said state, personally appeared George Brown, Acting Chair, 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.

Roseann Hansen
Notary Public

ROSEANN HANSEN
Notary Public, State of New York
No. 4917002
Qualified in Suffolk County
Commission Expires December 28, 1999

Schedule A

PARCEL 1

ALL that certain plot, piece, or parcel of land situate, lying and being in 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 on the easterly side of East Bartlett Road distant 1458 feet, more or less, southerly as measured along the easterly side of East Bartlett Road, from the corner formed by the intersection of the easterly side of East Bartlett Road and the southeasterly side of Bartlett Road;

RUNNING THENCE along the land now or formerly of Lachapelle/Simsons North 88 degrees 31 minutes 20 seconds East 1997.43 feet actual (2014.75 feet deed) to a monument;

RUNNING THENCE along the land now or formerly of Schmidt South 88 degrees 31 minutes 20 seconds West 1930.07 feet actual (1997.19 Deed) to a monument on the easterly side of East Bartlett Road;

RUNNING THENCE along the easterly side of East Bartlett Road North 1 degree 47 minutes 40 seconds West 108.57 feet to a monument and the point or place of BEGINNING.

The foregoing parcel being and intended to be the same as described in a deed dated April 19, 1985 and recorded April 25, 1999 in Liber 9777 Page 549 between Charles Shaver and Judith Shaver, his wife as grantors and John Migliore as grantee and recorded at Liber 9777 Page 549 in the offices of the Suffolk County Clerk. Grantor herein, John Migliore is the same party as the party of the second part in the deed recorded at Liber 9777 Page 549 in the offices of the Suffolk County Clerk.

SCTM # 200-454-1-8

PARCEL 2

ALL that certain plot, piece, or parcel of land situate, lying and being in 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 on the easterly side of Bartlett Road 100.20 feet northerly from a monument set on the easterly side of Bartlett Road and the intersection of the northerly boundary line of the land of Ernest Wilson;

continued ...

12003PC907

RUNNING THENCE North 88 degrees 31 minutes 20 seconds East 1994 feet to the westerly line of a ditch;

THENCE RUNNING North 4 degrees 31 minutes 50 seconds East 98.70 feet and

THENCE North 7 degrees 17 minutes 50 seconds East 11.25 feet;

THENCE RUNNING South 88 degrees 31 minutes 20 seconds east 1,997.39 feet more or less to the easterly side of Bartlett Road;

THENCE RUNNING South along the easterly side of said Bartlett Road about 109.92 feet to the point or place of BEGINNING.

The foregoing parcel being and intended to be the same as described in a deed dated March 6, 1986 recorded March 18, 1996 in Liber 9999 page 599 between Joseph J. Schmidt as grantor and John Migliore as grantee and recorded at Liber 9999 Page 599 in the offices of the Suffolk County Clerk. Grantor herein, John Migliore is the same party as the party of the second part in the deed recorded at Liber 9999 Page 599 in the offices of the Suffolk County Clerk.

SCTM # 200-480-3-1

Reconfigured

Number: 0200-00254
Date Issued: December 10, 1999

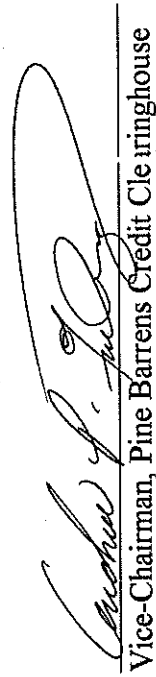
Pine Barrens Credit Certificate

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

This certifies that John Migliore hereby owns:

9.34 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