

1 2 3

ber of pages 9
TORRENS
al # _____
ificate # _____
r Ctf. # _____

RECORDED
2003 Mar 25 10:52:20 AM
Edward P. Romaine
CLERK OF
SUFFOLK COUNTY
L D00012242
P 211
DT# 02-32495

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

FEES

e / Filing Fee _____
rdling _____
-584 _____
ation _____
-52 17 (County) _____ Sub Total _____
-5217 (State) _____
P.T.S.A. _____
mi Ed. 5 00
fidavit _____
rtified Copy _____
g. Copy _____
her _____
Sub Total _____
GRAND TOTAL 5 00



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.

Real Property Tax Service Agency Verification

Dist.	Section	Block	Lot
0200	382.00	02.00	007.00

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 _____
Title # _____

Suffolk County Recording & Endorsement Page

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

Mountain Brook Homes, Inc. The premises herein is situated in
SUFFOLK COUNTY, NEW YORK.

TO
**Central Pine Barrens Joint
Planning & Policy Commission**
In the Township of _____
In the VILLAGE _____
or HAMLET of _____

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

(OVER)

Conservation Easement

THIS INDENTURE, made this 20 day of February, 2003,

Witnesseth:

WHEREAS, Mountain Brook Homes, Inc. Profit Sharing Plan, residing at 24 Canyon Street, Huntington, NY 11743 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,
382- New York 11739-0587, was created pursuant to the Long Island Pine Barrens Protection Act of
2- 1993 (the "Act") codified in New York Environmental Conservation Law Article 57 ("Article
7 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

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

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.

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.

x Doreen Brady Vice, President
Mountain Brook Homes, Inc., Profit Sharing Plan

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

On the 22nd day of Feb in the year 2003 before me, the undersigned, a notary public in and for said state, personally appeared Dorian Belknap, 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.

Mary A. Wolf
Notary Public

MARY A. WOLF
NOTARY PUBLIC, STATE OF NEW YORK
NO. 4883593
QUALIFIED IN SUFFOLK COUNTY
COMMISSION EXPIRES 2/9-2007

Central Pine Barrens Joint Planning and Policy Commission
GRANTEE

BY: George Provia Acting Chair

STATE OF New York)

STATE OF NEW YORK) SS:
COUNTY OF SUFFOLK)

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 2242 AT PAGE 211 RECORDED 3-25-03 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 25th DAY OF March 2003

Edward P. Romaine

CLERK

AFFIDAVIT

STATE OF New York)
COUNTY OF Suffolk) ss.:

Mountain Brook Homes, Inc. Profit Sharing Plan, residing at 24 Canyon Street, Huntington, NY 11743 , being duly sworn, deposes and says:

I am the owner of Suffolk County Tax Map Parcel # 200-382-2-7

I am aware that signing the conservation easement prepared for the parcel Suffolk County Tax Map Parcel # 200-382-2-7 affects the future use of the parcel. I am also aware that I will still own the parcel after the recording of the conservation easement with the Suffolk County Clerk's Office.

I have not been know by any other name in the previous ten years.

I further agree not to apply to the Commission or the Pine Barrens Credit Clearinghouse for a hardship, other permit, or Pine Barrens Credits under the Plan or under New York State Environmental Conservation Law Article 57 pertaining to the premises described in the conservation easement and will use the premises in accordance with the terms of the conservation easement.

Furthermore, there are no known hindrances to my ability to convey a conservation easement to the Central Pine Barrens Joint Planning and Policy Commission for this parcel.

I make this Affidavit knowing that the Central Pine Barrens Joint Planning and Policy Commission and the Pine Barrens Credit Clearinghouse will rely upon the truth of the statements made herein.

[Signature] Vice President
Mountain Brook Homes, Inc. Profit Sharing Plan

Sworn to before me this
20th day of Feb, 2003

[Signature] Notary Public

MARY A. WOLF
NOTARY PUBLIC, STATE OF NEW YORK
NO. 4883593
QUALIFIED IN SUFFOLK COUNTY
COMMISSION EXPIRES 2/19/2007

CONVEYED

Pine Barrens Credit Clearinghouse

Number: 0200-00432

Date Issued: April 7, 2003

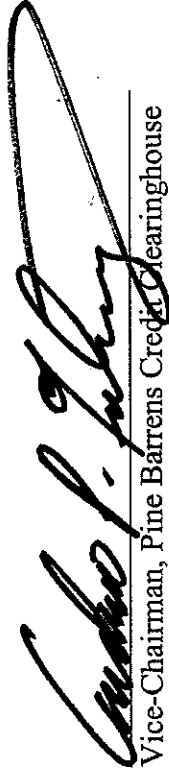
Pine Barrens Credit Certificate

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

This certifies that **Mountain Brook Homes, Inc.** hereby own:

0.80 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.



Andrew P. Kelly
Vice-Chairman, Pine Barrens Credit Clearinghouse

SALE, CONVEYANCE OR TRANSFER
OF
PINE BARRENS CREDITS

PINE BARRENS CREDITS
PLEGGED 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.

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.

When Pine Barrens Credits are pledged as security for loans, the lending institution shall return this certificate to the Pine Barrens Credit Clearinghouse properly completed, within ten (10) business days.

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

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.

Grantor (Seller) Mountain Brook Homes, Inc.
Name: Profit Sharing Plan
Address: 10 Cliff Drive, Kings Park, NY 11754
City/State/Zip Code: _____
Signature: *Debra Kelly, VP.*

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

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

Grantee (Buyer)
Name: Davis Homes, Inc.
Address: PO Box 69, E. Moriches, NY 11940
City/State/Zip Code: _____
Signature: *Ray A. Davis, ASST Sec.*

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: _____

Number of Credits Sold, Conveyed or Transferred: 80 (100%)
Date of Transaction: 4/15/03
Interest Secured: n/a
Consideration: \$38,000.00
Attach written evidence of the transaction (e.g., Contract of Sale, Bill of Sale)

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

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.)

Number of Pine Barrens Credits Redeemed: _____
Municipal development approval was issued: _____ date _____
Municipal Official issuing development approval: _____
Name: _____
Title: _____
Signature: _____