

**PINE BARRENS CREDIT LETTER OF INTERPRETATION APPLICATION**

**STAFF REPORT**

Issue Date: 1/16/98

Field Visit: 1/15/98

<b>Item</b>	<b>Tax Map Number</b>
	200-294-4-4
Applicant Name	Sophie Andrews
Location/Access	East side of Wm. Floyd Parkway, (CR46), north of NYS Route 25, Ridge, Town of Brookhaven. Parcel appears to be landlocked.
Hagstrom Map #	Map 19, K-23
Aerial #	Not available at this time.
Acreage	2.0 acres as per tax map.
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.	None.
Vegetative Cover Type	Pitch pine-oak woods.
Rare and Endangered Species	No.
Cultural Resources	Not available at this time
Land Use	Vacant.
Zoning	A2; one house per 80,000 square feet as per Town zoning map.
School District	Longwood
Public Water	No
Public Sewer	No
Fire/Police District	Ridge

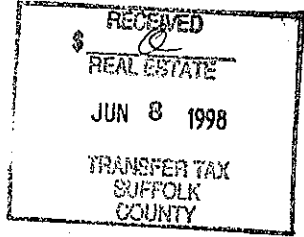
RECORDED

11897PG717

39428

98 JUN -8 AM 9:06  
EDWARD P. ROMAINE  
CLERK OF  
SUFFOLK COUNTY

Number of pages 9



TORRENS  
Serial # \_\_\_\_\_  
Certificate # \_\_\_\_\_  
Prior Cif. # \_\_\_\_\_

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

4 FEES

Page / Filing Fee _____	Mortgage Amt. _____
Handling _____	1. Basic Tax _____
TP-584 <u>NU</u> _____	2. Additional Tax _____
Notation _____	Sub Total _____
EA-5217 (County) _____ Sub Total <u>Exempt.</u> _____	Spec./Assit. _____
EA-5217 (State) _____	or _____
R.P.T.S.A. <u>NU</u> _____	Spec./Add. _____
Comm. of Ed. <u>5.00</u> _____	TOT. MTG. TAX _____
Affidavit _____	Dual Town _____ Dual County _____
Certified Copy <u>NU</u> _____	Held for Apportionment _____
Reg. Copy _____	Transfer Tax <u>Ø</u> _____
Other _____	Mansion Tax _____
Sub Total _____	The property covered by this mortgage is or will be improved by a one or two family dwelling only.
GRAND TOTAL <u>Exempt.</u> _____	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	29400	0400	004000
Date <u>6-8-98</u>			
Initials <u>[Signature]</u>			

6 Title Company Information

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

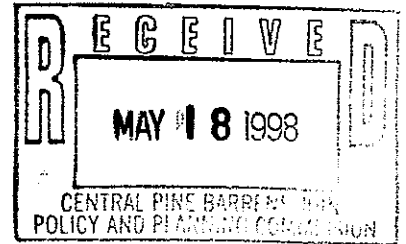
8 FEE PAID BY:  
Cash \_\_\_\_\_ Check \_\_\_\_\_ Charge \_\_\_\_\_  
Payer same as R & R \_\_\_\_\_  
(or if different)  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

7 RECORD & RETURN TO (ADDRESS)

9 Suffolk County Recording & Endorsement Page

This page forms part of the attached conservation easement made by:  
Sophie Andrews  
(SPECIFY TYPE OF INSTRUMENT)  
The premises herein is situated in  
SUFFOLK COUNTY, NEW YORK.  
In the Township of Brookhaven  
In the VILLAGE  
or HAMLET of Ridge

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



## Conservation Easement

THIS INDENTURE, made this 3<sup>rd</sup> day of June, 1998,

### Witnesseth:

WHEREAS, Sophie Andrews, residing at 4205 48<sup>th</sup> Avenue, Woodside, New York 11377, 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,  
294 New York 11739-0587, was created pursuant to the Long Island Pine Barrens Protection Act of  
4 1993 (the "Act") codified in New York Environmental Conservation Law Article 57 ("Article  
4 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 Letter of Interpretation issued on January 29, 1998, in the amount of 0.76 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

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 for a hardship or other permit 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.





**Schedule A**

All that certain tract, piece or parcel of land, situate, lying and being at Ridge in the Town of Brookhaven, County of Suffolk and State of New York and being more fully bounded and described as follows; to wit: BEGINNING at a point on the easterly side of Hay Road 1021.59 feet southwesterly from a point where the easterly line of Hay Road intersects with the land now or formerly of the United States Government and running thence easterly on a course South 77 degree 55 minutes 30 seconds East a distance of 667.82 feet to the northeast corner of the premises herein described and the land now or formerly of the United States Government; thence southeasterly on a course South 16 degrees 55 minutes 30 seconds East a distance of 200 feet to the southeast corner of the premises as herein described; thence westerly on a course North 77 degrees 55 minutes 30 seconds West a distance of 776.59 feet to the easterly line or side of Hay Road; thence northerly along the easterly line or side of Hay Road on a course North 15 degrees 56 minutes 10 seconds East a distance of 175.32 feet to the point and place of beginning.

Excepting therefrom all that certain plot piece or parcel of land:

Commencing at a monument located on the easterly line of Hay Road distant 1021.59 feet southerly from the southerly line of property of the United States Government, as measured along the easterly line of Hay Road, and running thence along the southerly line of lands now or formerly of Zambrotta South 77 degrees 55 minutes 30 seconds East a distance of 249.03 feet to a point; running thence along lands now or formerly of Westfall South 15 degrees 56 minutes 10 seconds West a distance of 175.32 feet to a point; running thence along the northerly line of lands now or formerly of Monastero North 77 degrees 55 minutes 30 seconds West a distance of 249.03 feet to a monument set in the easterly line of Hay Road; running thence along the easterly line or side of Hay Road North 15 degrees 56 minutes 10 East a distance of 175.32 feet to the monument at the point or place of beginning.

Being and intended to be part of the premises described in Certificate #123784 in the name of Sophie Andrews and which said Certificate excepted therefrom so much as has been conveyed to Alfred E. Westfall and Mary Westfall, his wife on November 6, 1953 under document # 43545 and Certificate #13201 leaving Sophie Andrews approximately 1.9 acres +/- Subject to and together with such memorials as shown on Certificate of Title #123784.

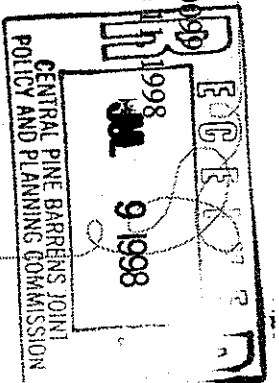
SCTM: 200-294-4-4

# CONVEYED

Pine Barrens Credit Clearinghouse

Number: 0200-00099

Date Issued: June



## *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 **Sophie Andrews** hereby owns:

### *0.76 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.*

Vice-Chairman, Pine Barrens Credit Clearinghouse

SALE, CONVEYANCE OR TRANSFER  
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.

Grantor (Seller)  
Name: Sophie Andrews  
Address: 4205 48th Ave  
City/State/ Zip Code: Lebanon, NJ 07037  
Signature: Sophie Andrews

Grantee (Buyer)  
Name: Carol Beames  
Address: 60 N. County B  
City/State/ Zip Code: Lebanon, NJ 07037  
Signature: [Signature]

Number of Credits Sold, Conveyed or Transferred: 0.76  
Date of Transaction: 6/15/98  
Interest Secured: \_\_\_\_\_  
Consideration: \$10,000

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

PINE BARRENS CREDITS  
PLEGGED AS SECURITY

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

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

Lending Institution  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State Zip Code: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

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.)

REDEMPTION  
OF  
PINE BARRENS CREDITS

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.

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

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 Pine Barrens Credits Redeemed: \_\_\_\_\_

Municipal development approval was issued: \_\_\_\_\_ date \_\_\_\_\_  
Municipal Official issuing development approval:  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_