

SUFFOLK COUNTY CLERK RECORDS OFFICE RECORDING PAGE

Type of Instrument: EASEMENT/DOP

Number of Pages: 10

TRANSFER TAX NUMBER: 03-02863

271.00

Received the Following Fees For Above Instrument

Section:

01.00

D00012268 LIBER:

021.000

08/22/2003

10:12:43 AM

PAGE: 055

Recorded:

At:

Block: Lot:

Deed Amount:

District:

0200

EXAMINED AND CHARGED AS FOLLOWS \$0.00

Exempt Exempt Page/Filing \$0.00 YES Handling \$0.00 YES NYS SURCHG COE \$0.00 YES \$0.00 YES mn-584 \$0.00 YES Notation \$0.00 YES t.Copies \$0.00 YES RPT \$0.00 YES SCTM \$0.00 YES Transfer tax \$0.00 YES Fees Paid \$0.00

TRANSFER TAX NUMBER: 03-02863

THIS PAGE IS A PART OF THE INSTRUMENT

Edward P.Romaine

County Clerk, Suffolk County

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lumber of pages	RENS					RECORD 2003 Aug 22 1 Edward P.8	O:12:43 AM
						CLERK	OF
Serial #						SUFFOLK (L. DOOQ1	.2268
Certificate #						P 05 DT# 03-0	
Prior Ctf. #							
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4			ГЕ	DE0			
Page / Filing Fee						Mortgage Amt.	
Handling			1. Basic Tax				
TP-584			2. Additional Tax				
Notation						Sub Total _	
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EA-5217 (State)				Etc.		Spec. /Add.	
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Affidavit						Transfer Tax	Exempt
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Reg. Copy			-4-1			will be improved b dwelling only.	y a one or two fam
Other		Sub Te		cv. 1		VES	_or NO ate tax clause on page
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5 PROP	Real Prop	erty Tax Service		ion	6 Community Preservation Fund		
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7 Satisfaction	ns/Discharge	s/Releases List Pr RECORD & RET	roperty Owners I	Mailing Address			TD
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9	Suff	folk Cour	nty Recor	rding &	En	dorsement	Page
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Conservation Easement

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

Witnesseth:

WHEREAS, Kenneth Kristiansen as Administrator of the Estate of Rita Carol Kristiansen, residing at 354 South River Road, Calverton, New York 11933-2623 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: 0200 271.00 01.00 021.000 WHEREAS, the Central Pine Barrens Joint Planning and Policy Commission (the "Commission"), with offices at P.O. Box 587, 3525 Sunrise Highway, 2nd Floor, Great River, New York 11739-0587, was created pursuant to the Long Island Pine Barrens Protection Act of 1993 (the "Act") codified in New York Environmental Conservation Law Article 57 ("Article 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 July 14, 2003 in the amount of 1.00 Pine Barrens Credit 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:

- 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.
- 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:

- 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) including no activity pursuant to the core area hardship approval granted on March 20, 1996 unless otherwise expressly reserved herein.
- 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.
- 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

3

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.
- 6. The right to the continued use, maintenance, renewal and replacement of the existing garage and the right of vehicular and pedestrian ingress and egress over existing passageway (driveway) to the garage as both the garage and the passageway are depicted on the survey prepared by William R. Simmons Jr., Jamesport, New York and last dated October 24, 1994.

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.
- 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

SCTM: 200-271-1-21

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 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.
- 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.
Henrich History as Administrator of the Estate of Rita Carol Kristiansen
STATE OF Naulper)) SS:
COUNTY OF Sychely)
On the day of how in the year 2003 before me, the undersigned, a notary public in and for said state, personally appeared work 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.
Anne-Sigga Nicolazzi Notary Public, Stata of New York No. 02Ni5062154
Qualified in Suffolk County Commission Expires June 24, 2026
Central Pine Barrens Joint Planning and Policy Commission GRANTEE
BY: Leone Prois, Acting Chair
STATE OF Ale Usek) (COUNTY OF Suffolk)
On the 20 day of August in the year 2003 before me, the undersigned, a notary public in and for said state, personally appeared 6-eacy froids, 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.
Notary Public JANET LYONS - SMITH JANET LYONS - SMITH
NOTARY PUBLIC, State of New York
Commission Expires August 57, 200
SCTM: 200-271-1-21 /
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Schedule A

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Ridge in the Town of Brookhaven, County of Suffolk and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly line of South River Road, a Town Highway 49.50 feet in width, which point bears North 89 degrees 34 minutes 10 seconds East a distance of 623.62 feet from a concrete monument marking the intersection of the easterly line of Peconic River Park, Section 2, a subdivision filed in the office of the Clerk of Suffolk County April 18, 1946 No. 1483, with the northerly line of South River Road,

THENCE running North 00 degrees 25 minutes 50 seconds West along lands now or formerly of Louis Robbins a distance of about 150 feet to the Peconic River,

THENCE running easterly along the Peconic River a distance of about 115 feet to a point which is distant 9.94 feet westerly from the division line between lands now or formerly of Louis Robbins and lands now or formerly of James Vail, as measured at right angles thereto; THENCE running South 05 degrees 50 minutes 40 seconds West along the westerly line of a drainage area heretofore conveyed to the Town of Brookhaven a distance of about 95 feet to a point on the northerly line of South River Road;

THENCE running South 89 degrees 34 minutes 10 seconds West, along the northerly line of South River Road, a distance of 90.00 feet to the point or place of beginning.

Being and intended to be the same premises conveyed to Rita Kristiansen by Walter J. LeMyre and Litha Puckett LeMyre, his wife by deed dated August 8, 1970 recorded August 13, 1970 at Liber 6790 Page 309 in the office of the Suffolk County Clerk.

Said property is designated as: SCTM: 0200-271.00-01.00-021.000

AFFIDAVIT

STATE OF NewYork

Kenneth Kristiansen as Administrator of the Estate of Rita Carol Kristiansen, residing at 354 South River Road, Calverton, New York 11933-2623 being duly sworn, deposes and says:

I am the owner of Suffolk County Tax Map Parcel #'s 200-271-1-21.

I am aware that signing the conservation easement prepared for the parcel Suffolk County Tax Map Parcel #'s 200-271-1-21 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. AS A DM. NISTRAMA OF: ESTATE OF RAY CAPAL CRISTIANS

Kenneth Kristiansen as Administrator of the Estate

of Rita Carol Kristiansen

Anna-Sigga Nicolazzi Hotary Public, State of Hew York No. 02NI5062154 Qualified in Suffolk County

Commission Expires June 24, 20, 0 (c

CONVEYED

Pine Barrens Credit Clearinghouse

Number: 0200-00454 Date Issued: August 22, 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 Kenneth Kristiansen hereby owns:

1.00 Pine Barrens Credit

increase as provided in the Central Pine Barrens Comprehensive Land This certificate entitles the owner to a land use density or intensity Use Plan and pursuant to local ordinances.

Vice-Chairman, Pine Bafrens 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.

Name: <u>KANNETH</u> KAIST ITMSEN

Address: <u>PLOKE MANT</u> CANT

City/State/ Zip Code: CALUGATEN NY.

Signature: The product

11933

Grantor (Seller)

Grantee (Buyer)

Name: ROBA Realty
Address: 200 Motor Park

Address: 200 Motor Parkway

City/State/Zip Code: Hauppauge 11788 Signature: Queloco 12

Amount of loan:

Term of Loan:

Number of Credits Sold, Conveyed or
Transferred: One (1) Credit
Date of Transaction: 10/4/06
Interest Secured: One (1) Credit
Consideration: \$100,000.00
Attach written evidence of the transaction (e.g., Contract of Sale, Bill of Sale)

PINE BARRENS CREDITS PLEDGED 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:
Title:

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.

Title:Signature:	date Municipal Official issuing development approval: Name:	Municipal development approval was issued:	Number of Pine Barrens Credits Redeemed:	Suffolk County Tax Map of parcel where Pine Barrens Credits redeemed:	School District in which Redeemed:	Town in which Pine Barrens Credits are redeemed. Town:	Owner (Person Redeeming) Name: Address: City/State Zip Code: Signature:
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