

SUFFOLK COUNTY CLERK
RECORDS OFFICE
RECORDING PAGE

Type of Instrument: EASEMENT/DOP
Number of Pages: 10
Receipt Number : 05-0073447
TRANSFER TAX NUMBER: 04-49134

Recorded: 07/15/2005
At: 09:32:51 AM
LIBER: D00012397
PAGE: 835

District: 0200 Section: 269.00 Block: 01.00 Lot: 003.000

EXAMINED AND CHARGED AS FOLLOWS

Deed Amount: \$0.00

Received the Following Fees For Above Instrument

		Exempt			Exempt
Page/Filing	\$30.00	NO	Handling	\$5.00	NO
COE	\$5.00	NO	NYS SRCHG	\$15.00	NO
TP-584	\$5.00	NO	Notation	\$0.00	NO
Cert.Copies	\$6.50	NO	RPT	\$30.00	NO
SCTM	\$0.00	NO	Transfer tax	\$0.00	NO
			Fees Paid	\$96.50	

TRANSFER TAX NUMBER: 04-49134

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

Edward P.Romaine
County Clerk, Suffolk County

1 2

RECORDED
2005 Jul 15 09:32:51 AM
Edward P. Romaine
CLERK OF
SUFFOLK COUNTY
L 000012397
P 835
DT# 04-49134

Number of pages 10

TORRENS

Serial # _____

Certificate # _____

Prior Ctf. # _____

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

3 FEES

Page / Filing Fee 30

Handling 5.00

TP-584 5

Notation _____

EA-5217 (County) _____ Sub Total _____

EA-5217 (State) _____

P.T.S.A. 30

Comm. of Ed. 5.00

Affidavit _____

Certified Copy 6 50

Reg. Copy _____ Sub Total _____

Other _____ Grand Total 96.50



Mortgage Amt. _____

1. Basic Tax _____

2. Additional Tax _____

Sub Total _____

Spec. / Assit. _____

or _____

Spec. / Add. _____

TOT. MTG. TAX _____

Dual Town _____ Dual County _____

Held for Appointment _____

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.

4 Dist 0200 26900 0100 003000 003.000 5

Real Property Tax Serv Agency Verification

PTS
R SFL A
15-JUL-05

Community Preservation Fund

Consideration Amount \$ _____

CPF Tax Due \$ _____

Improved _____

Vacant Land _____

TD _____

TD _____

TD _____

6 Satisfaction/Discharges/Release List Property Owners Mailing Address
RECORD & RETURN TO:
Central Pine Barrens
Joint Planning and Policy Commission
P.O. Box 587
Great River, NY 11739-0587

7 Title Company Information
CONTINENTAL ABSTRACT CORP
Co. Name
Title # 349343

8 Suffolk County Recording & Endorsement Page

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

William Kroll and Doris Kroll The premises herein is situated in
SUFFOLK COUNTY, NEW YORK.

TO In the Township of Brookhaven

Central Pine Barrens In the VILLAGE
Joint Planning and Policy Commission or HAMLET of Calveston

Conservation Easement

THIS INDENTURE, made this ^{ces to} 9th day of June, 2005,

Witnesseth:

WHEREAS, William Kroll, sole surviving heir at law and next of kin of William Kroll, deceased, and Doris Kroll, residing at 636 Dawson Hill Road, Spencer, New York 14883, hereinafter "Grantors," individually and collectively, own 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 and made a part hereof

SCTM
0200
269.00
01.00
003.000

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, Grantors 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, Grantors, for and in consideration of the facts above and hereinafter recited including, but not limited to, entitlement to receipt of 1.00 Pine Barrens Credits pursuant to Grantors' Letter of Interpretation 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 Grantors' forbearance from taking any of those actions constituting development pursuant to ECL Section 57-0107(13), and the Grantors' 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 Grantors, 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 Grantors 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, Grantors shall provide any third party with enforcement rights, or its agents, representatives or employees, access to cross other lands retained by Grantors, 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 Grantors make the following covenants, on behalf of themselves, 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 Grantors reserve for themselves, their 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 and does not have the potential to generate sanitary waste.

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 Grantors or their 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 Grantors, upon the sale, gift or other conveyance of their interest in the Property, shall have no further obligations or liabilities under this Conservation Easement. Grantors 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 Grantors herein or their 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 Grantors' 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 Grantors. 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 Grantors. The parties intend that this Conservation Easement, which is by nature and character primarily negative in that Grantor has restricted and limited Grantors' 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 Grantors and Grantee, or their successors, heirs, representatives or assigns. Grantors and Grantee recognize that circumstances could arise which would justify the modification of certain of the restrictions contained herein. To this end, Grantee and Grantors 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 Grantors agree 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 Grantors divest themselves of either the fee simple title to or their 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 Grantors shall be addressed to Grantors' address as recited herein or to any such other address as the Grantors 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 Grantors, their 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 Grantors and Grantors' lessees, representatives, successors, heirs and assigns, shall not apply to the Commission or the Pine Barrens Credit Clearinghouse for a hardship determination, other determination or permit under the Plan or under ECL Article 57 pertaining to the "Schedule A" premises.
10. The Grantors do further covenant and represent that the Grantors are 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, Grantors have executed and delivered and Grantee has accepted and received this Grant of Conservation Easement on the day and year set forth above.

GRANTORS:

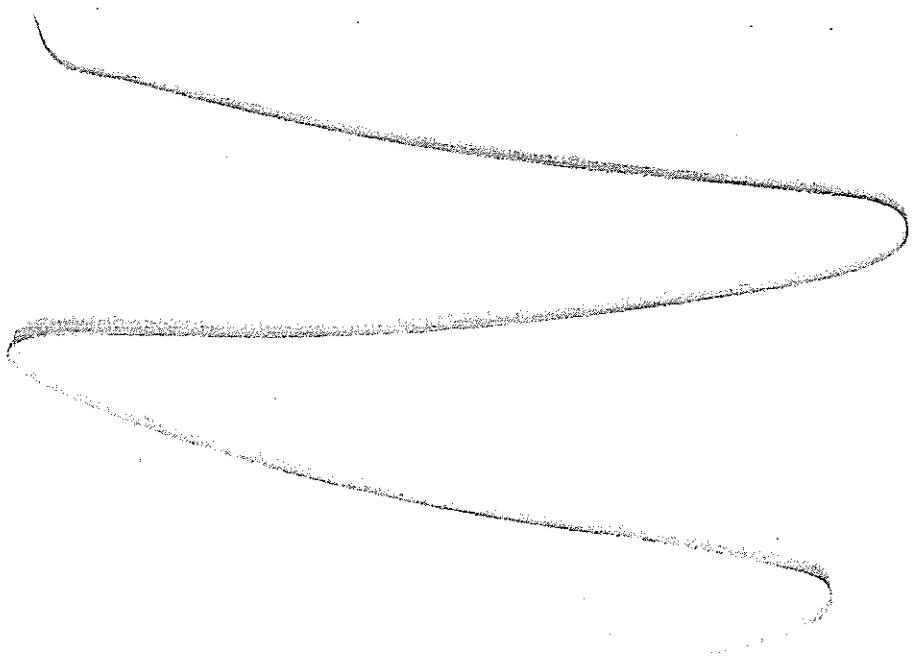
William Kroll
William Kroll, sole surviving heir
at law and next of kin of William Kroll

Doris Kroll
Doris Kroll

GRANTEE:

Central Pine Barrens Joint Planning and
Policy Commission

By: [Signature]
Title Peter A. Santop
Chairman



ACKNOWLEDGMENTS

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

On the 5th day of May in the year 2005, before me, the undersigned, a notary public in and for said state, personally appeared William Kroel 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.

Wendy D. Martin
Notary Public

WENDY D. MARTIN
Notary Public - State Of New York
No. 01MA4716275
Reg. In Tioga County
My Commission Expires December 31, 2006

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

On the 5th day of May in the year 2005, before me, the undersigned, a notary public in and for said state, personally appeared Doris Knell 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.

Wendy D. Martin
Notary Public

WENDY D. MARTIN
Notary Public - State Of New York
No. 01MA4716275
Reg. In Tioga County
My Commission Expires December 31, 2006

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

On the 9th day of June in the year 2005, before me, the undersigned, a notary public in and for said state, personally appeared Peter A. Scully 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.

Elaine Lissauer
Notary Public
Notary Public, State of New York
No. 01LI5021405
Qualified in Suffolk County
Commission Expires Dec. 13, 2005

STATE OF _____)
COUNTY OF _____) ss.:

On the _____ day of _____ in the year 2005, before me, the undersigned Notary Public, personally appeared _____ 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 in the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), 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, and that such individual made such appearance before the undersigned in the _____.

(Insert city or other political subdivision and the state or country or other place the acknowledgment was taken).

Notary Public

Schedule A

All those tracts, pieces or parcels of land situated in the Town of Brookhaven, County of Suffolk, State of New York, known as part of lots 81, 82, and 84 on Map 567 of Claverton Heights which part of lots are bounded and described as follows:

BEGINNING at a concrete monument is North 75 degrees 50 minutes East 130.88 feet from a concrete monument set at the intersection of the northerly line of South River Road with the Easterly line of Toppings Path; and

RUNNING THENCE from said point of beginning North 18 degrees 05 minutes East along the land of Geiger 211.00 feet to concrete monument;

THENCE North 7 degrees 25 minutes East along the land of Mary Danowski 140.9 feet, more or less, to Peconic River;

THENCE Northeasterly along the Peconic River to a point in the Westerly line of Main View Avenue, said Avenue being shown on a certain map designated as "Claverton Heights" filed in the Office of the Clerk of Suffolk County on September 21, 1897 as Map #567;

THENCE South 6 degrees 34 minutes 20 seconds along the Westerly line of said Main View Avenue 40.27 feet, more or less, to a concrete monument set on the Northerly line of the South River Road;

THENCE in a general Westerly direction along the Northerly line of the South River Road, the following courses and distances:

1. North 53 degrees 36 minutes West 29.32 feet to a monument,
2. South 75 degrees 50 minutes West 130.36 feet to the point or place of BEGINNING.

William and Olga Kroll acquired the parcel from Louis F. Skarka by deed dated November 8, 1958 and recorded at Liber 4561 Page 81 in the Offices of the Suffolk County Clerk. Olga Kroll died in 1961 and William Kroll died in 1986 leaving two children, William Kroll and Richard Martin Kroll and no other children and no children predeceased them. Richard Martin Kroll died on January 24, 1992 leaving his wife, Marcella (Novicki) Kroll and no issue. On June 30, 2000, William Kroll and Doris Kroll purchased from Marcella Kroll her interests in the property for \$5,000.00. Marcella Kroll died on March 19, 2004 leaving no children.

Said parcel being and intended to be the same as described in a deed dated November 8, 1958 and recorded at Liber 4561 Page 81 in the Offices of the Suffolk County Clerk.

CONVEYED

Pine Barrens Credit Clearinghouse

REDEEMED

PINE BARRENS CREDIT CLEARINGHOUSE

Number: 0200-00507

Date Issued: September 22, 2005

*Around Existing Cert w/ Place of
will be releasing SCPTHS for one @*

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 **William Kroll** hereby owns:

1.0 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.

Grantors (Sellers)
Name: WILLIARD KROLL
Address: 636 Dawson Hill Rd
City/State/Zip Code: Spencer N.Y. 14883-5712
Signature: William Kroll

Grantee (Buyer)
Name: Aram Enterprises Inc.
Address: 620 Belle Terre Rd
City/State/Zip Code: Port Jefferson, N.Y.
Signature: William Kroll

Number of Credits Sold, Conveyed or Transferred: one
Date of Transaction: 4-11-06
Interest Secured: _____
Consideration: \$125,000.00

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: _____

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 not accepted by
Dorothy House New owner must
REDEMPTION HAVE cert in his
NAME to redemption
PINE BARRENS CREDITS sent letter to
5/11/06
Brockhaven

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: Aram Enterprises, Inc.
Address: 620 Belle Terre Road
City/State/Zip Code: Port Jefferson, NY
Signature: William Kroll

Town in which Pine Barrens Credits are redeemed:
Town: Brockhaven

School District in which Redeemed: Three Village

Suffolk County Tax Map of parcel where Pine Barrens Credits redeemed:
0200-307-2-3012

Number of Pine Barrens Credits Redeemed:
0.88

Municipal development approval was issued:
January 19, 2006

Municipal Official issuing development approval:

Name: Walter Demayeur
Title: SCDH Case Officer
Signature: Walter Demayeur

Amount of interest determination done
SCDH accepts PAC on 5/1/06
- letter Brockhaven
Redemption repaid with
new cert 200-513 dated 5/10/06