

CREDIT APPLICATION STAFF REPORT

Issue Date: 4/22/96

Field Visit: 4/4/96

Item	Tax Map Numbers: 200-461-2-11
Applicant Name	Wading River Northeast Associates - c/o Philip Sanderman
Location/Access	Northeast corner of LIE service road and Wading River Road, Manorville, Town of Brookhaven. Site fronts on and takes access from these two improved roads.
Hagstrom Map #	Map 20, M-25
Aerial #	Not available at this time.
Acreage	1.0 acre.
Topography/Geologic Features	Generally flat at approximately 45' above mean sea level.
Soils (<i>SC Soil Survey</i>)	PIA (Plymouth loamy sand, 0-3% slopes) with areas of Berryland mucky sand in the vicinity.
Wetlands, Depth to Seasonal High Water Table, Surface Water, etc.	According to NYS DEC maps, wetland # M-3, a large wetland system is located just to the northeast of the subject site.
Vegetative Cover Type	Cleared, agricultural, although the southern border of the parcel may contain freshwater wetland tree and understory species.
Rare and Endangered Species	According to 1995 Natural Heritage data, there are rare or endangered species associated with the wetland areas noted above.
Cultural Resources	Not available at this time
Land Use	Vacant, agricultural. There is farmland surrounding the site on the north and east. Suffolk County owns some of the surrounding land.
Zoning	A5 Residence. Minimum lot area 200,000 square feet.
School District	South Manor
Public Water	No
Public Sewer	No
Fire/Police District	Manorville
Comments	

11789 PG685

1 2 03673 3

RECORDED

96 AUG 28 PM 4: 16

EDWARD F. ROMAINE
CLERK OF
SUFFOLK COUNTY

SEP 3 0 1996

CENTRAL PINE BARRENS JOINT
POLICY AND PLANNING COMMISSION

Number of pages 9

TORRENS

Serial # _____

Certificate # _____

Prior Cif. # _____

RECEIVED
REAL ESTATE
AUG 28 1996
TRANSFER TAX
SUFFOLK
COUNTY

03673

Deed / Mortgage Instrument

Deed / Mortgage Tax Stamp

Recording / Filing Stamps

4

FEES

Page / Filing Fec _____

Handling _____

TP-584 _____

Notation _____

EA-5217 (County) _____ Sub Total _____

EA-5217 (State) _____

R.P.T.S.A. _____

Comm. of Ed. 5.00 _____

Affidavit _____

Certified Copy 0.75 _____

Reg. Copy _____

Other _____

Sub Total _____

GRAND TOTAL _____



Mortgage Amt. _____

1. Basic Tax _____

2. Additional Tax _____

Sub Total _____

Spec./Assit. _____

or _____

Spec./Add. _____

TOT. MTG. TAX _____

Dual Town _____ Dual County _____

Held for Apportionment _____

Transfer Tax _____

Mansion Tax _____

The property covered by this mortgage is or will be improved by a one or two family dwelling only.

YES _____ or NO _____

If NO, see appropriate tax clause on page # _____ of this instrument.

5

Real Property Tax Service Agency Verification

6

Title Company Information

Dist. Section Block Lot

200 461 2 11

Company Name _____

Title Number _____

Initials

8

FEE PAID BY:

Cash _____ Check _____ Charge _____

Payer same as R & R _____
(or if different)

NAME: _____

ADDRESS: _____

Central Pine Barrens Joint Planning
and Policy Commission
588 Veterans Highway
Hamppauge, NY 11785

RECORD & RETURN TO
(ADDRESS)

7

Suffolk County Recording & Endorsement Page

This page forms part of the attached Easement made by:

Mading River Northeast Assoc.

The premises herein is situated in
SUFFOLK COUNTY, NEW YORK.

TO

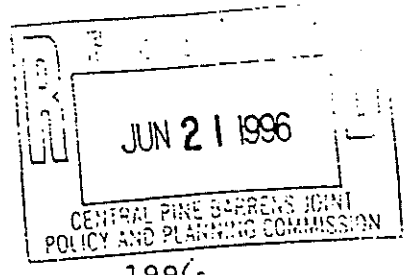
In the Township of Brookhaven

Central Pine Barrens Joint Planning
and Policy Commission

In the VILLAGE
or HAMLET of Manorville

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

CONSERVATION EASEMENT



THIS INDENTURE, made this 16th day of JUNE

, 1996

WITNESSETH:

WHEREAS, Wading River Northeast Associates, hereinafter called the Grantor, is the owner in fee simple of 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:

c/o Meyer + Weiler 29 Manor Rd Smithtown, NY 11787

See Exhibit A Attached

~~WHEREAS, the County of Suffolk, a municipal corporation and political subdivision of the State of New York, having its principal office at County Center, Riverhead, New York, is hereinafter described as the "Grantor" and~~

WHEREAS, the Central Pine Barrens Joint Planning and Policy Commission (the "Commission") 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"); and is hereinafter described as the "Grantee"; and

*at 888 Veterans Highway, Hauppauge, New York 11788

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 (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 goal 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 and manage 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 the Letter of Interpretation numbered 1.0 and issued to the Grantor on the 29th day of April, 1996, 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-xiii) 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 of law or in equity or both.
 - b. The right of the State of New York, 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 covenant, on behalf of himself, his successors, heirs and assigns, which covenant 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-xiii), unless otherwise expressly reserved herein.

2. See Below **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 agricultural or horticulture if such use does not involve the material alteration of
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.

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 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, 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 Declarations set forth in the WHEREAS CLAUSES contained herein shall be deemed and construed to be promises, covenants and restrictions as if fully repeated and set forth herein.

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 of this Conservation Easement shall be construed in favor of one of the parties because it was drafted by the other party's attorney. No alleged ambiguity in this Conservation Easement shall be construed against the party whose attorney drafted the portion containing the alleged ambiguity. If any provision of this Conservation Easement is ambiguous or shall be subject to two or more interpretations, one of which would render that provision invalid, then that provision shall be given such interpretation as would render it valid and consistent with the purposes of this Conservation Easement as intended by Grantor. Any rule of strict construction designed to limit the breadth of the restrictions on use of the Property shall not apply in the construction or interpretation of this Conservation Easement, and, this Conservation Easement shall be interpreted broadly to effect the purposes of this Conservation Easement as intended by Grantor, the parties intend that this Conservation Easement which is by nature and character primarily negative in that Grantor has restricted and limited Grantor's right to use the Property, except as otherwise recited herein, be construed at all times and by all parties to effectuate its purposes.

5. This Conservation Easement can be terminated only in accordance with the law of the State of New York applicable to the termination of easements and covenants running with the land. This Conservation Easement may be modified only upon the written consent of both Grantor and Grantee, or their successors, heirs, representatives or assigns. Grantor and Grantee recognize that circumstances could arise which would justify the modification of certain of the restrictions contained herein. To this end, Grantee and Grantor shall mutually have the right, in their sole discretion, to agree to amendments to this Conservation Easement which are not inconsistent with the basic purpose of this Conservation Easement, provided, however, that the Grantee shall have no right or power to agree to any amendments hereto that would result in this Conservation Easement failing to qualify as a valid conservation easement under ECL, Title 3. Article 49 as the same may be hereafter amended.

6. The Grantor agrees that the terms, conditions, restrictions and purposes of this Conservation Easement 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 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. In 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 covenants agreed to, and the terms, conditions, restrictions and purposes imposed with this grant, shall not only be binding upon the Grantor but also upon its lessees, agents, personal representatives, successors, heirs and assigns, and all other successors in interest and shall continue as a servitude running in perpetuity with the Property.

10. 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.

11. 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.

12. 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 amended, and the regulations promulgated thereunder.

13. All references to statutory provisions shall be as such provisions were in effect on the date of execution of this

11789 PG 685

Exhibit A

All those certain pieces or parcels of land situate lying and being at Manorville, Town of Brookhaven, County of Suffolk and State of New York, bounded and described as follows:

Beginning at a point at the Northwesterly extremity of a "bull nose" connecting the Northerly line of Long Island Expressway with the Easterly line of Wading River Road; running thence North 31 degrees 36 minutes 05 seconds West a distance of 175.00 feet; running thence North 69 degrees 54 minutes 36 seconds East a distance of 204.59 feet; running thence South 31 degrees 36 minutes 05 seconds East a distance of 211.96 feet to the Northerly line of the Long Island Expressway; running thence along the Northerly line of the Long Island Expressway in a Westerly direction along the arc of a curve to the left having a radius of 830 feet an arc length distance of 175.00 feet to the Southeasterly end of a "bull nose" connecting the Northerly line of Long Island Expressway with the Easterly line of Wading River Road; running thence along the aforementioned "bull nose" North 66 degrees 28 minutes 10 seconds West a distance of 52.50 feet to the point or place of beginning.

Said property being and intended to be the same as described in Schedule "B" to a deed dated February 6, 1974 between Wading River Northeast and Howard Johnson Company, Inc., recorded at Liber 7586 and Page 372.

SCHEDULE "A"

District: 0200
Section: 461.00
Block: 02.00
Lot: 011.000

REDEEMED

Number: 200-2

Date Issued: August 30, 1996

27 1996 PINE BARRENS CREDIT CLEARINGHOUSE

Central 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: *Wading River Northeast Associates* hereby own(s)

1.00 Pine Barrens Credit

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

Allan P. Ghose

Vice-Chairman, Central Pine Barrens 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.

Grantee (Buyer)
Name: Campo Brothers
Address: 60 North Country Rd.
City/State/ Zip Code: Pt. Jeff., N.Y. 11777
Signature: [Signature]

Grantor (Seller)
Name: WINDING RIVER NORTHEAST ASSOCIATES
Address: 68 SHELL OIL, GLEN COVE, NY 11542
City/State/ Zip Code: 11542
Signature: [Signature]

Number of Credits Sold, Conveyed or Transferred: One (1.00)
Date of Transaction: September 20, 1996
Interest Secured: Fee Interest
Consideration: \$7,500.00

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: _____
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: Campo Brothers
Address: 60 N. Country Road
City/State Zip Code: Pt. Jeff. NY 11777
Signature: [Signature]

Town in which Pine Barrens Credits are redeemed: _____
Town: Brookhaven

School District in which Redeemed: Country Middle

Suffolk County Tax Map of parcel where Pine Barrens Credits redeemed: _____
0200 337.2 30 & 31

Number of Pine Barrens Credits Redeemed: One (1.00)

Municipal development approval was issued: _____
date _____

Municipal Official issuing development approval: _____
Name: _____
Title: _____
Signature: _____