



FEB 8 2007

SUFFOLK COUNTY CLERK  
RECORDS OFFICE  
RECORDING PAGE

Type of Instrument: EASEMENT/DOP  
Number of Pages: 13  
Receipt Number : 07-0013416  
TRANSFER TAX NUMBER: 06-22295

Recorded: 02/06/2007  
At: 01:33:34 PM  
LIBER: D00012490  
PAGE: 964

District: 0600      Section: 141.01      Block: 03.00      Lot: 005.000

EXAMINED AND CHARGED AS FOLLOWS

Deed Amount: \$0.00

Received the Following Fees For Above Instrument

		Exempt			Exempt
Page/Filing	\$0.00	YES	Handling	\$0.00	YES
COE	\$0.00	YES	NYS SRCHG	\$0.00	YES
TP-584	\$0.00	YES	Notation	\$0.00	YES
Cert.Copies	\$0.00	YES	RPT	\$0.00	YES
SCTM	\$0.00	YES	Transfer tax	\$0.00	YES
Comm.Pres	\$0.00	YES			
			Fees Paid	\$0.00	

TRANSFER TAX NUMBER: 06-22295

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

Judith A. Pascale  
County Clerk, Suffolk County

1 2

Number of pages

TORRENS

Serial # \_\_\_\_\_

Certificate # \_\_\_\_\_

Prior Ctf. # \_\_\_\_\_

RECORDED

2007 Feb 06 01:33:34 PM

Judith A. Pascale

CLERK OF

SUFFOLK COUNTY

L 000012490

P 964

DT# 06-22295

Deed / Mortgage Instrument

Deed / Mortgage Tax Stamp

Recording / Filing Stamps

## FEES

Page / Filing Fee \_\_\_\_\_

Handling \_\_\_\_\_ 5.00

TP-584 \_\_\_\_\_ 5-

Notation \_\_\_\_\_

EA-5217 (County) \_\_\_\_\_

EA-5217 (State) \_\_\_\_\_

R.P.T.S.A. \_\_\_\_\_ nca

Comm. of Ed. \_\_\_\_\_ 5.00

Affidavit \_\_\_\_\_

Certified Copy \_\_\_\_\_

Reg. Copy \_\_\_\_\_

Other \_\_\_\_\_ 15

Sub Total \_\_\_\_\_

Sub Total \_\_\_\_\_

Grand Total exempt

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.

11502

4

District

Section

Block

Lot

Real 0600 14101 0300 005000

Property

Tax Serv

Agency

Verificatio



5

## 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, New York 11739-0587

7

## Title Company Information

Co. Name \_\_\_\_\_

Title # \_\_\_\_\_

8

## Suffolk County Recording &amp; Endorsement Page

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

HENRY R. DITMER ANDJAMES A. MCDONOUGH LIN

TO

CENTRAL PINE BARRENS POLICY& PLANNING COMMISSION

The premises herein is situated in

SUFFOLK COUNTY, NEW YORK.

In the Township of Liverpool

In the VILLAGE

or HAMLET of \_\_\_\_\_

BOXES 6 THROUGH 8 MUST BE TYPED OR PRINTED IN BLACK INK ONLY PRIOR TO RECORDING OR FILING.  
(over)

# Conservation Easement

THIS INDENTURE, made this 5 day of January, <sup>2007</sup>~~2006~~,

## Witnesseth:

WHEREAS, Henry R. Dittmer, 139 West Main Street, P.O. Box 202, Bayshore, New York, 11706 and James A. McLoughlin, 2927 Southwest 40<sup>th</sup> Street, Cape Coral, Florida, 33914 hereinafter is called the Grantors that 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*

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 the Pine Barrens Credits pursuant to Grantors' Letter of Interpretation issued on August 23, 2006 in the amount of 1.00 Pine Barrens Credits and of the mutual covenants, terms, conditions and restrictions herein contained, do 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, their 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 his fee 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 Grantors have 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 the 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 divests themselves 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.

1. 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' addresses 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, other permit or Pine Barrens Credits 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.



## **SCHEDULE A**

All that certain plot, piece or parcel of land lying and being situate in the Town of Riverhead, County of Suffolk, State of New York, known and designated as Lot 19, Block 1, on a certain map entitled, "Map of Section 1, Estates of Wading River, property of W.C. Reeves & Co., surveyed by Francis A. Hawkins, C.E., Port Jefferson, N.Y., July 1910," and filed in the Office of the Clerk of the County of Suffolk, October 15, 1910 as Map No. 29.

Said parcel being and intended to be the same as described in a deed dated March 2, 1967 between Sara W. Pettit (Mrs. Albert Pettit) and Henry R. Dittmer and James A. McLoughlin (who are certified as Grantors in this Instrument) and recorded at Liber 6142 Page 318 in the Office of the Suffolk County Clerk.

SCTM #600-141.01-3-5

# AFFIDAVIT

STATE OF FLORIDA )  
COUNTY OF LEE ) ss.:

James A. McLoughlin, residing at 2927 Southwest 40<sup>th</sup> Street, Cape Coral, Florida, 33914, being duly sworn, deposes and says:

I am a co-owner of Suffolk County Tax Map Parcels #600-141.01-3-5 (the "Parcel"). The other owner is Henry R. Dittmer. We are the only persons that have the authority to grant a Conservation Easement on the Parcel. There are no known hindrances to my ability to convey a Conservation Easement to the Central Pine Barrens Joint Planning and Policy Commission for the Parcel.

I have not been known by any other name in the previous ten years. I know of no facts by reason of which said possession or title might be called in question, or by reason of which any claim to any part of said Parcel or any interest therein adverse to me might be set up. There are no Federal tax claims or liens assessed or filed against me. There are no judgments against me unpaid or unsatisfied of record entered in any court of this state, or of the United States. The judgment against James C. McLoughlin and McLoughlin Construction, both with an address of 69 Pine Neck Avenue, Sag Harbor, New York in the amount of \$1,069.22 filed by the Commissioner of Taxation and Finance on June 22, 2006 is not against me. I do not and have not live in Sag Harbor nor do I have a interest in McLoughlin Construction. The Parcel is, as far as I know, free from all leases, mortgages, taxes, assessments, water charges, sewer rents and other liens and encumbrances. There are no actions pending affecting said Parcel.

I am aware that signing the Conservation Easement prepared for the Parcel by the Commission affects the future use of the Parcels. I am also aware that I will still co-own the Parcel after the recording of the conservation easement with the Suffolk County Clerk's Office.

I agree not to apply to the Commission or Pine Barrens Credit Clearinghouse for a hardship, appeal, determination, other permit, or Pine Barrens Credits under the Plan or under New York State Environmental Conservation Law Article 57 for the Parcel.

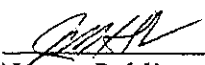
I further agree to defend, indemnify and hold harmless the Commission, the Clearinghouse and their members, officers and agents against any claims contesting its title to this Conservation Easement made by any person taking any interest from the person from whom I acquired the Parcel (excluding strawman conveyances). The limit of my liability shall be equal to the number of Pine Barrens Credits I am to receive for the Parcel multiplied by \$60,000.

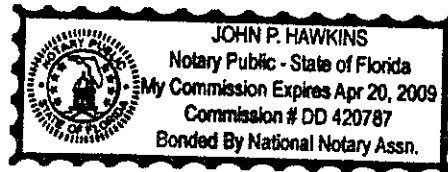
I make this Affidavit knowing that the Central Pine Barrens Joint Planning and Policy Commission and the Pine Barrens Credit Clearinghouse will rely upon the truth of the statements made herein.

  
James A. McLoughlin

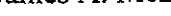
Sworn to before me this

12<sup>TH</sup> day of DECEMBER, 2006

  
Notary Public



*Henry R. Dittmer*  
Henry R. Dittmer

  
James A. McLoughlin

CLERK.....*Judith A. Pascale*

# AFFIDAVIT

STATE OF NEW YORK       )  
COUNTY OF SUFFOLK     ) ss.:

Henry R. Dittmer, residing at 139 West Main Street, P.O. Box 202, Bayshore, New York, 11706, being duly sworn, deposes and says:

I am a co-owner of Suffolk County Tax Map Parcels #600-141.01-3-5 (the "Parcel"). The other owner is James A. McLoughlin. We are the only persons that have the authority to grant a Conservation Easement on the Parcel. There are no known hindrances to my ability to convey a Conservation Easement to the Central Pine Barrens Joint Planning and Policy Commission for the Parcel.

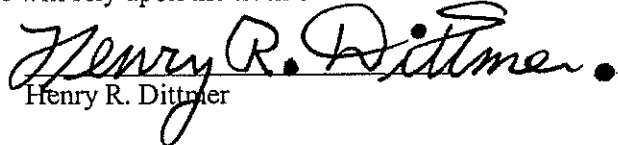
I have not been known by any other name in the previous ten years. I know of no facts by reason of which said possession or title might be called in question, or by reason of which any claim to any part of said Parcel or any interest therein adverse to me might be set up. There are no Federal tax claims or liens assessed or filed against me. There are no judgments against me unpaid or unsatisfied of record entered in any court of this state, or of the United States, and said Parcel is, as far as I know, free from all leases, mortgages, taxes, assessments, water charges, sewer rents and other liens and encumbrances. There are no actions pending affecting said Parcel.

I am aware that signing the Conservation Easement prepared for the Parcel by the Commission affects the future use of the Parcels. I am also aware that I will still co-own the Parcel after the recording of the conservation easement with the Suffolk County Clerk's Office.

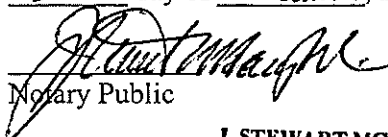
I agree not to apply to the Commission or Pine Barrens Credit Clearinghouse for a hardship, appeal, determination, other permit, or Pine Barrens Credits under the Plan or under New York State Environmental Conservation Law Article 57 for the Parcel.

I further agree to defend, indemnify and hold harmless the Commission, the Clearinghouse and their members, officers and agents against any claims contesting its title to this Conservation Easement made by any person taking any interest from the person from whom I acquired the Parcel (excluding strawman conveyances). The limit of my liability shall be equal to the number of Pine Barrens Credits I am to receive for the Parcel multiplied by \$60,000.

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.

  
Henry R. Dittmer

Sworn to before me this  
27<sup>th</sup> day of December, 2006

  
Notary Public

J. STEWART MC LAUGHLIN  
NOTARY PUBLIC - STATE OF NEW YORK  
NO. 02MC7856735  
QUALIFIED IN SUFFOLK COUNTY  
MY COMMISSION EXPIRES MAY 31, 2010

Central Pine Barrens Joint Planning and Policy Commission

BY: \_\_\_\_\_

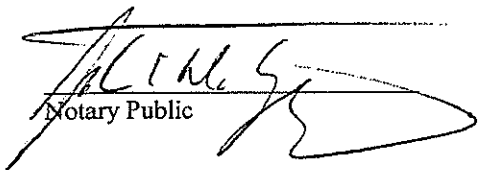
  
Peter A. Scully, Chairman

STATE OF NEW YORK )

) SS:

COUNTY OF SUFFOLK )

On the 5<sup>th</sup> day of July in the year <sup>2007</sup>2006 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 whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

Number: 0600-62  
Date Issued: 2/9/2007

# *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 Henry R. Dittmer & James A. McLaughlin hereby owns:

## *1.00 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.*

1.00 credits generated from the Riverhead School District

  
Vice-Chairman, Pine Barrens Credit Clearinghouse