



SUFFOLK COUNTY CLERK
RECORDS OFFICE
RECORDING PAGE

Type of Instrument: EASEMENT/DOP
Number of Pages: 11
Receipt Number : 04-0075667
TRANSFER TAX NUMBER: 03-50746

Recorded: 07/08/2004
At: 11:53:07 AM
LIBER: D00012329
PAGE: 545

District: 0900 Section: 215.02 Block: 01.00 Lot: 012.000

EXAMINED AND CHARGED AS FOLLOWS
Deed Amount: \$0.00

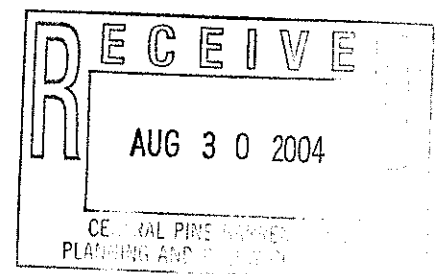
Received the Following Fees For Above Instrument

		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: 03-50746

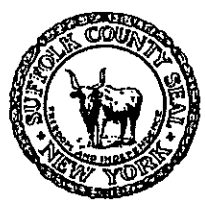
THIS PAGE IS A PART OF THE INSTRUMENT
THIS IS NOT A BILL

Edward P.Romaine
County Clerk, Suffolk County



1 of pages <u>11</u>	1	2	3	RECORDED 2004 Jul 08 11:53:07 AM Edward P. Romaine CLERK OF SUFFOLK COUNTY L 000012329 P 545 DT# 03-50746
TORRENS				
Serial # _____ Certificate # _____ Prior Ctf. # _____				
Deed / Mortgage Instrument		Deed / Mortgage Tax Stamp		
Recording / Filing Stamps				

4 FEES	
Page / Filing Fee <u>33-</u> Handling <u>5-</u> P-584 _____ Notation _____ SA-52 17 (County) _____ Sub Total <u>38-</u> SA-5217 (State) _____ R.T.S.A. <u>150-</u> Comm. of Ed. <u>5 00</u> Affidavit _____ Certified Copy _____ Reg. Copy _____ Other <u>13-</u> Sub Total <u>170</u> GRAND TOTAL <u>Exempt</u>	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. <u>7-8-04</u>



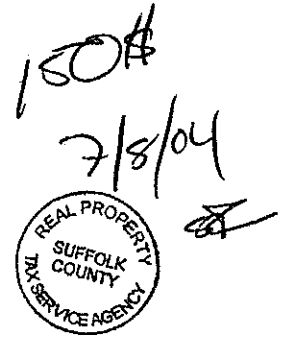
5 Real Property Tax Service Agency Verification <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:10%;">Dist.</th> <th style="width:10%;">Section</th> <th style="width:10%;">Block</th> <th style="width:10%;">Lot</th> </tr> <tr> <td colspan="4" style="text-align: center; height: 50px;"> <u>See Attached</u> </td> </tr> </table> Stamp _____ Date _____ Initials _____	Dist.	Section	Block	Lot	<u>See Attached</u>				6 Community Preservation Fund Consideration Amount \$ _____ CPF Tax Due \$ _____ Improved _____ Vacant Land _____ TD _____ TD _____ TD _____
Dist.	Section	Block	Lot						
<u>See Attached</u>									

7 Satisfactions/Discharges/Releases 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	8 Title Company Information Co. Name _____ Title # _____
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9 Suffolk County Recording & Endorsement Page	
This page forms part of the attached <u>Conservation Easement</u> made by: <u>Joseph F. Gayza</u> (SPECIFY TYPE OF INSTRUMENT) TO Central Pine Barrens Joint Planning & Policy Commission	The premises herein is situated in SUFFOLK COUNTY, NEW YORK. In the Township of <u>Lanthorn</u> In the _____ of HAMLET of <u>WESTHAMPTON</u>

Tax Maps

District	Secton	Block	Lot	School District
0900	21502	0100	012000	RIVERHEAD CENTRAL SCHOOL
0900	21502	0100	018000	RIVERHEAD CENTRAL SCHOOL
0900	21503	0100	008000	RIVERHEAD CENTRAL SCHOOL
0900	21503	0100	012000	RIVERHEAD CENTRAL SCHOOL
0900	21503	0100	022000	RIVERHEAD CENTRAL SCHOOL
0900	21503	0100	049000	RIVERHEAD CENTRAL SCHOOL
0900	21503	0100	057000	RIVERHEAD CENTRAL SCHOOL



Conservation Easement

THIS INDENTURE, made this 7 day of July, 2004,

Witnesseth:

WHEREAS, Joseph Frederick Gazza, residing at 5 Ogden Lane, Quogue, New York, 11959 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:

900-
215.02-
1-12
&18;
900-
215.03-
1-
8,12,22,4
9 &57

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, 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

JF3

including, but not limited to, entitlement to receipt of the Pine Barrens Credits pursuant to Grantor's Letters of Interpretation issued on March 22, 2004 in the amounts of 0.22, 0.24, 0.24, 0.16, 0.18, 0.44 and 0.26 respectively, Pine Barrens Credits and of the mutual covenants, terms, conditions and restrictions herein contained, does hereby give, grant, bargain, sell and convey unto the Grantee, its successors and assigns forever a Conservation Easement in perpetuity over the Property consisting of the following:

1. The right of visual access to and view of the Property in its natural, scenic and open condition.
2. The Grantor's forbearance from taking any of those actions constituting development pursuant to ECL Section 57-0107(13), and the Grantor's forbearance from operations or uses pursuant to ECL Section 57-0107(13)(i-xiv) unless such operations or uses are otherwise expressly reserved herein.
3.
 - a. The right of the Grantee, its respective agents, employees or other representatives, to enforce this Conservation Easement in an action at law or in equity or both.
 - b. The right of the State of New York, the County of Suffolk, the Township in which the Property is situated or their respective agents, employees or other representatives, exercising a third party enforcement right, to enforce this Conservation Easement in an action at law or in equity or both.

Enforcement pursuant to (a) and (b) hereinabove shall not be defeated because of any subsequent adverse possession, laches, estoppel or waiver. Grantee or any party with a third party enforcement right or their respective agents, employees or other representatives shall be permitted access, if necessary, 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, and permission to enter upon the Property, upon receipt of advance notice of such third party's intention to enter and inspect. Such entrance and inspection shall be in a reasonable manner and at reasonable times.

Covenants

In furtherance of the foregoing affirmative rights, the Grantor makes the following covenants, on behalf of himself, his successors, heirs and assigns, lessees, personal representatives and other successors in interest, which covenants shall run with and bind the Property in perpetuity:

1. There shall be no construction activity, alteration of vegetation or change in topography, no development as defined by ECL Section 57-0107(13) and no operations or uses not constituting development pursuant to ECL Section 57-0107(13)(i-xiv), unless otherwise expressly reserved herein.

2. There shall be no storing, dumping, discharging or placing of any substance in or on the Property in contravention of any applicable federal, state or local law or ordinance.

Reserved Rights

NEVERTHELESS, and notwithstanding any of the foregoing provisions to the contrary and as expressly limited herein, the Grantor reserves for himself, his heirs, successors and assigns the following reserved rights in addition to all those rights previously retained, reserved and defined herein, which may be exercised without written notice to the Grantee.

1. The right of exclusive possession of the Property.
2. The right to use the Property for passive recreational activities such as, but not limited to, hunting, fishing, camping, hiking and activities associated therewith so long as such activities conform to local zoning regulations and do not constitute development as defined in ECL Section 57-0107(13).
3. The right to use the Property for any existing, expanded, or new activity involving agriculture or horticulture if such use does not involve the material alteration of native vegetation; the right to use the Property for the erection of agricultural buildings, including but not limited to barns, greenhouses and farm stands, required for the production of plants or animals as reflected under ECL Section 57-0107(14), if such activity does not involve material alteration of native vegetation.
4. The right to use the Property for operations or uses described in ECL Section 57-0107(13) (i, ii and vi), or environmental restoration projects commenced by the Grantor or his heirs, successors or assigns upon approval of any applicable Federal, State or local agency, or any activity authorized under the federal natural gas act (15 U.S.C. Sections 717- 717w), as same may be amended from time to time.
5. The right to sell, give or otherwise convey the Property or, consistent with the Covenants herein, any portion or portions of the Property, subject to the terms of this Conservation Easement. The Grantor, upon the sale, gift or other conveyance of his fee interest in the Property, shall have no further obligations or liabilities under this Conservation Easement. Grantor shall promptly notify Grantee of any conveyance of any interest in the Property, including the full names and mailing addresses of all Grantees, and the individual principals thereof, under any such conveyance. The instrument of any such conveyance shall specifically set forth that the interest thereby conveyed is subject to this Conservation Easement, without modification or amendment of the terms of this Conservation Easement, and shall incorporate this Conservation Easement by reference, specifically setting forth the date, office, liber and page of the recording thereof. The failure of any such instrument to comply with the provisions hereof shall not affect Grantee's rights hereunder.

Rights of the Public

Nothing contained in this Conservation Easement shall give or grant to the public a right to enter upon or to use the Property or any portion thereof where no such right existed in the public immediately prior to the execution of this Conservation Easement except as may be granted by the Grantor herein or his successors.

Miscellaneous

1. The parties hereto understand and agree that all the terms and provisions of ECL, Title 3, Article 49, as the same may be hereafter amended, entitled Conservation Easements, shall apply to this Conservation Easement.
2. This Conservation Easement contains the entire understanding between its parties concerning its subject matter. Any prior agreement between the parties concerning its 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

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.

Joseph Frederick Gazza

STATE OF New York)
) SS:
COUNTY OF Suffolk)

On the 23rd day of JUNE in the year 2004 before me, the undersigned, a notary public in and for said state, personally appeared JOSEPH FREDERICK GAZZA, 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.

Beverly E. Strong
Notary Public

BEVERLY E. STRONG
NOTARY PUBLIC, ST. OF NY
NO. 01ST5046737
QUALIFIED IN NASSAU CTY.
COMMISSION EXPIRES 7/17/07

Central Pine Barrens Joint Planning and Policy Commission
GRANTEE

BY: Peter A. Scully, chairman

STATE OF _____)
) SS:
COUNTY OF _____)

On the 8th day of July in the year 2004 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

ELAINE LISSAUER
Notary Public, State of New York
No. 01LI5021405
Qualified in Suffolk County
Commission Expires Dec. 13, 2004

SCTMs: 900-215.02-1-12 &18;
900-215.03-1-8,12,22,49 &57

Schedule A

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

SW2
SCTM # 900-215.2-1-12 Area=44000 s.f.
Vanderbilt Park, Map No. 120, Lake Section. Section B. as per Map filed in the Suffolk County Clerks Office in Riverhead, New York, on November 15, 1910. Lot Nos. 1 thru 11 inclusive and Lot Nos. 34 through 44 inclusive, all in block No. 3. *Map of Vanderbilt Park, Map B, Lake Section*
Grantors source of tile Deed Dated 3/13/1998 Recorded 6/3/1998 at L. 11897 p.73.

SCTM # 900-215.2-1-18 Area=48000 s.f.
Lots numbered 11 through 34, Block 5, as shown on a certain map entitled, MAP OF VANDERBILT PARK, MAP B, LAKE SECTION" and filed in the Office of the Clerk of the County of Suffolk on November 15, 1910, as Map No. 120.
Grantors source of tile Deed Dated 9/1/1987 Recorded 9/16/1987 at L. 10420 p.529.

SCTM # 900-215.3-1-8 Area=48000 s.f.
Lots 22 to 45 inclusive in block 4, as shown on the map of "Vanderbilt Park, Map C, Lake Section" filed in the Suffolk County Clerk's Office under Map File # 108.
Grantors source of tile Deed Dated 8/24/1990 Recorded 9/7/1990 at L. 11133 p.65

SCTM # 900-215.3-1-12 Area=32000 s.f.
Lots numbered 7 through 22, Block 5, as shown on a certain map entitled, "MAP OF VANDERBILT PARK, MAP C, LAKE SECTION" and filed in the Office of the Clerk of the County of the Suffolk on October 25, 1911, as Map No. 108.
Grantors source of tile Deed Dated 9/1/1987 Recorded 9/16/1987 at L. 10420 p.529.

SCTM # 900-215.3-1-22 Area=36000 s.f.
Lots numbered 1 through 18, Block 10, as shown on a certain map entitled, "MAP OF VANDERBILT PARK, MAP C, LAKE SECTION" and filed in the Office of the Clerk of the County of the Suffolk on October 25, 1911, as Map No. 108.
Grantors source of tile Deed Dated 9/1/1987 Recorded 9/16/1987 at L. 10420 p.529.

SCTM # 900-215.3-1-49 Area=88000 s.f.
Lots 1 through 44 inclusive, Block 23, Lake Section C, Map C, Map 108 Vanderbilt Park, As per map filed in the Suffolk County Clerks Office at Riverhead, New York on October 25, 1911.
Grantors source of tile Deed Dated 7/25/1961 Recorded 7/26/1961 at L. 5023 p.237.

SCTM # 900-215.3-1-57 Area=52000 s.f.
Lots 1 through 26 inclusive, Block 30, Lake Section C, Map C, Map 108 Vanderbilt Park, which map was filed in the Suffolk County Clerks Office at Riverhead, New York on October 25, 1911.

Grantors source of tile Deed Dated 1/13/1989 Recorded 2/27/1989 at L. 10805 p.372.

The party of the first part warrants that there are no mortgages or liens against premises and that there are no judgments against me in any Jurisdiction and that I have been known by no other names in the ten years last past.

Being and intended to be the same premises acquired by the party of the first part herein via Deed dated March 12, 2004, recorded March 12, 2004 at Liber 12306 page 900.

JF9

AFFIDAVIT

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

Joseph Frederick Gazza, residing at 5 Ogden Lane, Quogue, New York, 11959, being duly sworn, deposes and says:

I am the owner of Suffolk County Tax Map Parcel numbers 900-215.02-1-12 & 18;
900-215.03-1-8, 12, 22, 49 & 57

I am the only person that has the authority to grant a conservation easements to Suffolk County Tax Map Parcel numbers 900-215.02-1-12 & 18; 900-215.03-1-8, 12, 22, 49 & 57

I am aware that signing the conservation easement prepared for the parcels Suffolk County Tax Map Parcel #s: 900-215.02-1-12 & 18; 900-215.03-1-8, 12, 22, 49 & 57 affects the future use of the parcel. I am also aware that I will still own the parcels after the recording of the conservation easement with the Suffolk County Clerk's Office.

I have not been known 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.

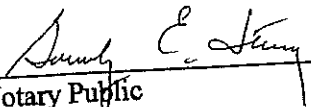
Furthermore, there are no known hindrances to my ability to convey a conservation easement to the Central Pine Barrens Joint Planning and Policy Commission for these parcels.

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.



Joseph Frederick Gazza

Sworn to before me this
23rd day of JUNE, 2004



Notary Public

BEVERLY E. STRONG
NOTARY PUBLIC, ST. OF NY
NO. 01ST5046737
QUALIFIED IN NASSAU CTY.
COMMISSION EXPIRES 7/17/07

CONVEYED

Pine Barrens Credit Clearinghouse

Number: 0900-00157
Date Issued: July 8, 2004

Pine Barrens Credit Certificate

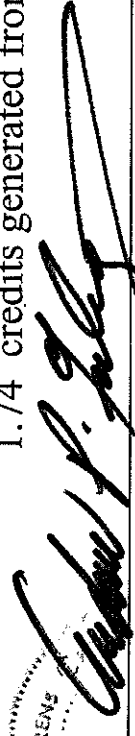
Issued Pursuant to the Long Island Pine Barrens Protection Act
and the *Central Pine Barrens Comprehensive Land Use Plan*

This certifies that **Joseph Frederick Gazza** hereby owns:

1.74 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.

1.74 credits generated from the Riverhead School District


Vice-Chairman, Pine Barrens Credit Clearinghouse

BARRENS

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.

their redemption.

City/State Zip Code:

Signature: _____

Name: _____

50

Term of Loan: _____

collateral:

Attach written evidence of the transaction

as security, the Clearinghouse will again

notification by the owner and the lender.)

Title: _____

Signature: _____