



RECEIVED
 NOV 27 2017
 Central Pine Barrens
 Planning & Policy Commission



**SUFFOLK COUNTY CLERK
 RECORDS OFFICE
 RECORDING PAGE**

Type of Instrument: EASEMENT
 Number of Pages: 11
 Receipt Number : 17-0182647
TRANSFER TAX NUMBER: 17-09383

Recorded: 10/17/2017
 At: 03:08:27 PM
 LIBER: D00012934
 PAGE: 116

District: 0200 Section: 357.00 Block: 01.00 Lot: 001.005

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
Transfer tax	\$0.00	YES			
			Fees Paid	\$0.00	

TRANSFER TAX NUMBER: 17-09383

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

**JUDITH A. PASCALE
 County Clerk, Suffolk County**

1 2

RECORDED
2017 Oct 17 03:08:27 PM
JUDITH A. PASCALE
CLERK OF
SUFFOLK COUNTY
L 000012934
P 116
DT# 17-09383

Number of pages 11
TORRENS
Serial # _____
Certificate # _____
Prior Ctf. # _____

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

3 FEES

Page / Filing Fee 55
Handling 20.00
TP-584 5
Notation _____
EA-5217 (County) _____ Sub Total _____
EA-5217 (State) _____
R.P.T.S.A. 400
Comm. of Ed. 5.00
Affidavit _____
Certified Copy 198
Reg. Copy _____ Sub Total _____
Other NYS 15 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.
10/217

4 District 0200 3498654 see attached 5

Real Property Tax Service Agency Verification
PTS
R DGR A
17-OCT-17

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
624 Old Riverhead Road,
Westhampton Beach, NY 11978

7 Title Company Information
Co. Name _____
Title # _____

8 Suffolk County Recording & Endorsement Page

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

NUTOP LLC The premises herein is situated in _____
SUFFOLK COUNTY, NEW YORK.
TO In the Township of Brookhaven
In the VILLAGE _____
Central Pine Barrens Joint Planning and Policy Commission or HAMLET of _____

Stat ID: 3498654



Tax Maps

District	Secton	Block	Lot	School District
0200	35700	0100	001005	
0200	35700	0100	001006	



Conservation Easement

THIS INDENTURE, made this 12th day of October, 2017,

Witnesseth:

WHEREAS, NUTOP LLC with offices at 58 Vanderbilt Motor Parkway, Suite 100, Commack, New York 11725, (hereinafter called the "Grantor") 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 as described on Schedule A annexed hereto and made a part hereof, and

WHEREAS, the Central Pine Barrens Joint Planning and Policy Commission (the "Commission"), with offices at 624 Old Riverhead Road, Westhampton Beach, New York 11978, was created pursuant to the Long Island Pine Barrens Protection Act of 1993, as amended, (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 105,000 acre area within the central and eastern portions of New York's Suffolk County which includes parts of the towns of Brookhaven, Riverhead and Southampton, and which is divided into two areas, the Core Preservation Area (the "Core") and the Compatible Growth Area (the "CGA"), as delineated in Article 57; and

WHEREAS, the Commission adopted the Central Pine Barrens Comprehensive Land Use Plan (the "Plan") which is designed to protect, preserve and enhance the functional integrity of the Pine Barrens ecosystem and its significant natural resources, including plant and animal populations and communities, to protect the quality of surface water and groundwater, discourage piecemeal and scattered development, promote recreational and environmental educational uses that are consistent with the Plan, to accommodate development in a manner consistent with the long term integrity of the Pine Barrens ecosystem, and to ensure that the pattern of development is compact, orderly and efficient; and

WHEREAS, the Plan's goals for the Core include protecting and preserving the ecologic and hydrologic functions of the Central Pine Barrens by preserving the Central Pine Barrens area in its natural state, promoting compatible agricultural, horticultural and open space and certain recreational uses within the framework of maintaining a Pine Barrens environment and minimizing the impact of such activities thereon, prohibiting or redirecting new construction or development, accommodating specific Pine Barrens management practices, and protecting and preserving the quality of surface and groundwaters; and

WHEREAS, this grant of Conservation Easement is made pursuant to Environmental

Conservation Law ("ECL"), Title 3, Article 49 or its similar successor statute, and this Conservation Easement is intended to comply with said statute; and

WHEREAS, Grantor and Grantee recognize the ecological, scientific, groundwater recharge, scenic, educational, recreational and aesthetic value of the Property and have the common purpose of conserving the Natural Values of the Property by the conveyance to the Grantee of a Conservation Easement on, over and across the Property which shall conserve the Natural Values of the Property and advance the goals of the Commission pursuant to the Act and the Plan;

NOW, THEREFORE, Grantor, for and in consideration of the facts above and hereinafter recited including, but not limited to, entitlement to receipt of the Pine Barrens Credits pursuant to Grantor's Letter of Interpretation issued on September 29, 2017 in the total amount of 5.65 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-xv) 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) herein above shall not be defeated because of any subsequent adverse possession, laches, estoppel or waiver. Grantee or any party with a third party enforcement right or their respective agents, employees or other representatives shall be permitted access, if necessary, to cross other lands retained by the Grantor, and to enter upon the Property at all reasonable times but solely for the purpose of inspection in order to enforce and assure compliance with the terms and conditions herein contained. Grantee, its agents, employees or other representatives, agree to give Grantor reasonable advance notice of its

intention to enter and inspect the Property, and further such entrance and inspection shall be in a reasonable manner and at reasonable times. Furthermore, Grantor shall provide any third party with enforcement rights, or its agents, representatives or employees, access to cross other lands retained by Grantor, and permission to enter upon the Property, upon receipt of advance notice of such third party's intention to enter and inspect. Such entrance and inspection shall be in a reasonable manner and at reasonable times.

Covenants

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

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-xv), 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 except as noted below.

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 operations or uses described in ECL Section 57-0107(13) (i, ii and vi) upon approval of applicable Federal, State, and local agencies and upon the approval of the Commission, or environmental restoration projects commenced by the Grantor or his heirs, successors or assigns upon

approval of applicable Federal, State, and local agencies and upon the approval of the Commission.

4. 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 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 Grantor's activities, which is determined to be invalid or unenforceable by a court, shall not be rendered a nullity. Instead, that provision shall be reduced or limited to whatever extent that the court determines will make it enforceable and effective. Any other provision of this Conservation Easement which is determined to be invalid or unenforceable by a court shall be severed from the other provisions, which shall remain enforceable and effective.
4. Regardless of any contrary rule of construction, no provision or alleged ambiguity of this

Conservation Easement shall be construed in favor of one of the parties because it was drafted by the other party's attorney. If any provision of this Conservation Easement is ambiguous or shall be subject to two or more interpretations, one of which would render that provision invalid, then that provision shall be given such interpretation as would render it valid and consistent with the purposes of this Conservation Easement as intended by Grantor. Any rule of strict construction designed to limit the breadth of the restrictions on use of the Property shall not apply in the construction or interpretation of this Conservation Easement, and, this Conservation Easement shall be interpreted broadly to effect the purposes of this Conservation Easement as intended by Grantor. The parties intend that this Conservation Easement, which is by nature and character primarily negative in that Grantor has restricted and limited Grantor's right to use the Property, except as otherwise recited herein, be construed at all times and by all parties to effectuate its purposes.

5. This Conservation Easement can be terminated only in accordance with the law of the State of New York applicable to the termination of easements and covenants running with the land. This Conservation Easement may be modified only upon the written consent of both Grantor and Grantee, or their successors, heirs, representatives or assigns. Grantor and Grantee recognize that circumstances could arise which would justify the modification of certain of the restrictions contained herein. To this end, Grantee and Grantor shall mutually have the right, in their sole discretion, to agree to amendments to this Conservation Easement which are not inconsistent with the basic purpose of this Conservation Easement, provided, however, that the Grantee shall have no right or power to agree to any amendments hereto that would result in this Conservation Easement failing to qualify as a valid conservation easement under ECL, Title 3, Article 49 as the same may be hereafter amended.
6. The Grantor agrees that the terms, conditions, restrictions and purposes of this Conservation Easement shall continue as a servitude running in perpetuity with the Property and will be incorporated by reference in any subsequent deed or other legal instrument by which the Grantor divests himself of either the fee simple title to or his possessory interest in the Property or any portion thereof specifically setting forth the date, and the liber and page of the Suffolk County Clerk's records of the recording hereof.
7. Any notices required in this Conservation Easement shall be written. Notices shall be given either by manual delivery or by mailing in a mail receptacle maintained by the United States Postal Service. Mailed notices must be contained in an accurately addressed, sealed envelope, marked for delivery by first class registered or certified mail, with sufficient prepaid postage affixed and with return receipt requested. Mailed notice to the Grantor shall be addressed to Grantor's address as recited herein or to any such other address as the 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. It is understood and agreed by the Parties hereto that the Grantor, his successors, heirs and assigns, shall not be liable for any changes to the Property caused by any natural disaster or Act of God.
9. The Grantor 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.
10. 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.
11. 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.
12. This grant is made in the regular course of business actually conducted by the Grantor and upon the consent of all its stockholders.

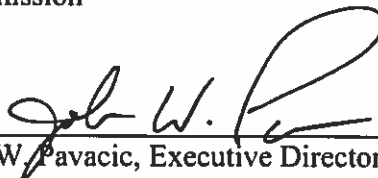


IN WITNESS WHEREOF, Grantor has executed and delivered and Grantee has accepted and received this Grant of Conservation Easement on the day and year set forth above.

NUTOP LLC

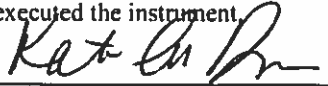
By: 
Douglas S. Partrick
Member

Central Pine Barrens Joint Planning and Policy Commission

By: 
John W. Pavacic, Executive Director

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

On the 3rd day of October in the year 2017 before me, the undersigned, a notary public in and for said state, personally appeared Douglas Partrick, 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

Katie Ann Donaldson
Notary Public, State of New York
Registration No. 01D06362228
Qualified in Suffolk County
Commission Expires 07/31/2021

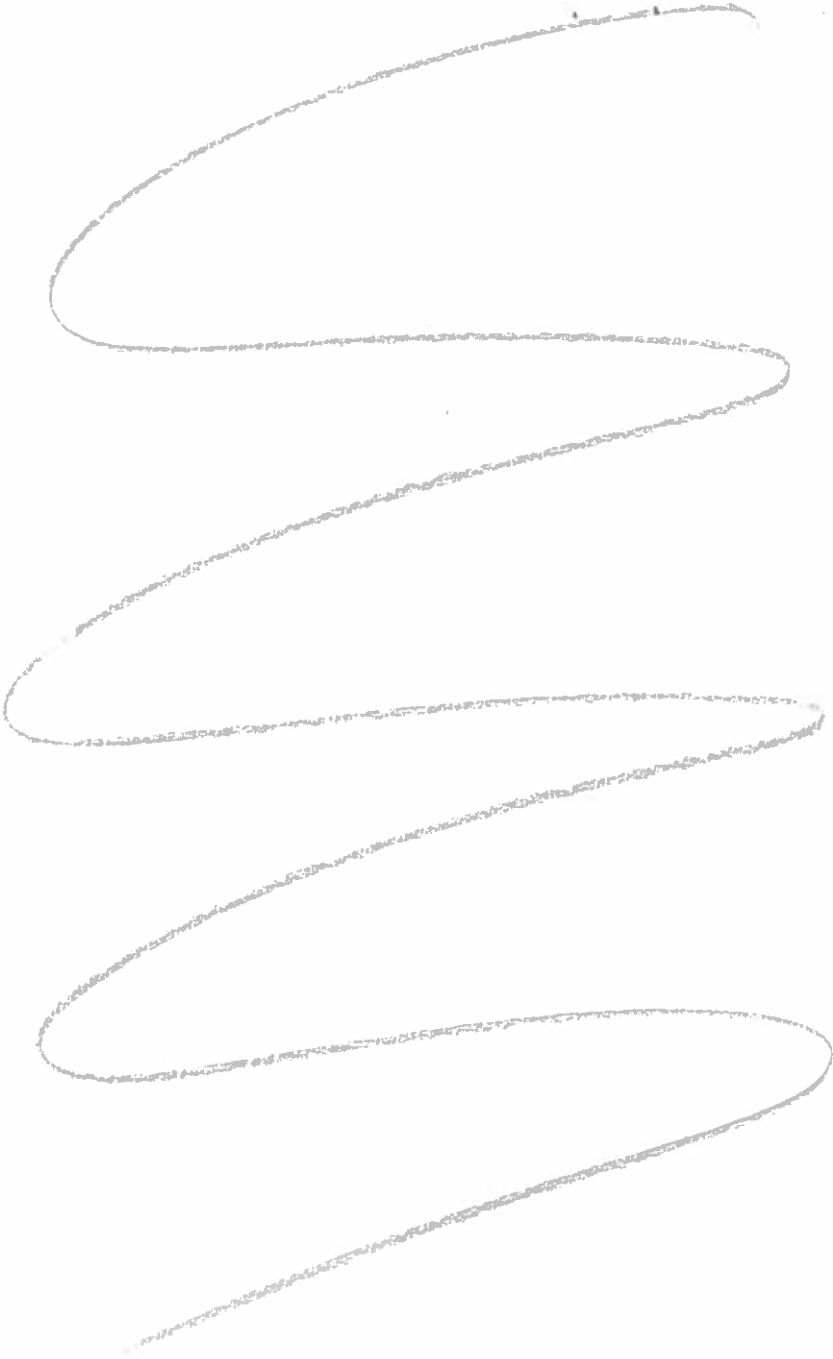
STATE OF NEW YORK)
COUNTY OF SUFFOLK) ss.:

On the 12 day of Oct in the year 2017 before me, the undersigned, a notary public in and for said state, personally appeared John W. Pavacic, 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

CAROL A. SHOLL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SH6180927
Qualified in Nassau County
My Commission Expires January 22, 2020

Schedule A



Chicago Title Insurance Company
TITLE NO. C16-7474-17131-SUFF

SCHEDULE A-1 (Description)

Amended 09/19/2017

ALL that certain plot, piece or parcel of land, situate, lying and being at Calverton, Town of Brookhaven, County of Suffolk and State of New York, being bounded and described as follows:

BEGINNING at a point on the easterly side of Hill Rise (private road) distant 231.64 feet northerly end of a curve connecting the northerly side of Wooded Way (private road) with the easterly side of Hill Rise (private road);

RUNNING THENCE along the easterly side of Hill Rise (private road) the following two (2) courses and distances:

1.
 - 1) North 06 degrees 30 minutes 30 seconds West, 173.08 feet;
 - 2) Northeasterly along the arc of a curve bearing to the left having a radius of 62.00 feet and a length of 47.11 feet to the southerly side of Toppings Path;

THENCE northeasterly along the southerly side of Toppings Path the following two (2) courses and distances:

- 1) North 39 degrees 57 minutes 22 seconds East, 1.37 feet;
- 2) Along the arc of a curve bearing to the left having a radius of 1,030.00 feet and a length of 241.50 feet;

THENCE North 66 degrees 51 minutes 55 seconds East, 43.45 feet to the southerly side of Edwards Avenue South (Nugent Drive, C.R. 94 & S.R. 24);

THENCE easterly along the southerly side of Edwards Avenue South (Nugent Drive, C.R. 94 & S.R. 24) the following two (2) courses and distances:

- 1) Along a non-tangent curve to the left having a radius of 2,258.59 feet, and a length of 260.61 feet, a chord of which bears South 73 degrees 10 minutes 18 seconds East, for a distance of 260.46 feet;
- 2) South 80 degrees 38 minutes 48 seconds East, 11.41 feet;

THENCE South 06 degrees 30 minutes 30 seconds East, 539.76 feet to a point on the northerly line of Map of Heathwood at Calverton Section 1, Filed 09/21/1973 as File No. 6011;

THENCE South 83 degrees 29 minutes 30 seconds West, 423.98 feet;

THENCE North 00 degrees 48 minutes 50 seconds East, 6.99 feet;

THENCE North 26 degrees 18 minutes 40 seconds East, 7.82 feet;

THE POLICY TO BE ISSUED under this commitment will insure the title to such buildings and improvements on the premises which by law constitute real property.

FOR CONVEYANCING ONLY: Together with all the right, title and interest of the party of the first part, of in and to the land lying in the street in front of and adjoining said premises.

SCHEDULE A-1 (Description)
Rev. (03/04)

Chicago Title Insurance Company
TITLE NO. C16-7474-17131-SUFF

SCHEDULE A-1 (Description)
(Continued)

THENCE North 51 degrees 25 minutes 05 seconds East, 14.62 feet;
THENCE North 27 degrees 18 minutes 04 seconds East, 13.38 feet;
THENCE North 05 degrees 57 minutes 29 seconds East, 9.78 feet;
THENCE North 04 degrees 10 minutes 55 seconds West, 21.93 feet;
THENCE North 18 degrees 04 minutes 18 seconds East, 2.44 feet;
THENCE North 31 degrees 09 minutes 59 seconds West, 6.66 feet;
THENCE North 43 degrees 12 minutes 56 seconds West, 5.87 feet;
THENCE North 39 degrees 10 minutes 20 seconds West, 13.18 feet;
THENCE North 26 degrees 21 minutes 31 seconds West, 23.40 feet;
THENCE North 19 degrees 14 minutes 45 seconds West, 18.69 feet;
THENCE North 11 degrees 56 minutes 14 seconds West, 13.57 feet;
THENCE North 05 degrees 13 minutes 31 seconds West, 13.57 feet;
THENCE North 05 degrees 19 minutes 37 seconds West, 13.29 feet;
THENCE North 12 degrees 14 minutes 31 seconds West, 13.29 feet;
THENCE North 19 degrees 43 minutes 12 seconds West, 18.44 feet;
THENCE North 16 degrees 46 minutes 22 seconds West, 10.43 feet;
THENCE North 08 degrees 20 minutes 25 seconds West, 21.69 feet;
THENCE South 83 degrees 29 minutes 30 seconds West, 0.50 feet to the easterly side of Hill Rise (private road) and the point or place of BEGINNING.

THE POLICY TO BE ISSUED under this commitment will insure the title to such buildings and improvements on the premises which by law constitute real property.

FOR CONVEYANCING ONLY: Together with all the right, title and interest of the part of the first part, of in and to the land lying in the street in front of and adjoining said premises.