



SUFFOLK COUNTY CLERK
 RECORDS OFFICE
 RECORDING PAGE

Type of Instrument: EASEMENT/DOP
 Number of Pages: 12
 TRANSFER TAX NUMBER: 01-28990

Recorded: 03/04/2002
 At: 12:25:53 PM
 LIBER: D00012172
 PAGE: 324

District:	Section:	Block:	Lot:
0200	594.00	02.00	004.000

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	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		
		Fees Paid	\$0.00	

TRANSFER TAX NUMBER: 01-28990

THIS PAGE IS A PART OF THE INSTRUMENT

Edward P.Romaine
 County Clerk, Suffolk County

1 2 Cert. Copy 3

RECORDED
2002 Mar 04 12:25:53 PM
Edward P. Romsine
CLERK OF
SUFFOLK COUNTY
L 000012172
P 324
DT# 01-28990

Number of pages
TORRENS
Serial # _____
Certificate # _____
Prior Cif. # _____

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

4 FEES

Page / Filing Fee _____	Mortgage Amt. _____
Handling _____	1. Basic Tax _____
TP-584 _____	2. Additional Tax _____
Notation _____	Sub Total _____
EA-52 17 (County) _____ Sub Total _____	Spec./Assit. _____
EA-5217 (State) _____	Or _____
R.P.T.S.A. <u>N/C</u> _____	Spec. /Add. _____
Comn. of Ed. <u>5 00</u> _____	TOT. MTG. TAX _____
Affidavit _____	Dual Town _____ Dual County _____
Certified Copy _____	Held for Apportionment _____
Reg. Copy _____	Transfer Tax _____
Other _____	Mansion Tax _____
Sub Total _____	The property covered by this mortgage is or will be improved by a one or two family dwelling only.
GRAND TOTAL _____	YES _____ or NO _____
	If NO, see appropriate tax clause on page # _____ of this instrument.



5 Real Property Tax Service Agency Verification 6 Community Preservation Fund

Stamp	Dist.	Section	Block	Lot	Consideration Amount \$	CPF Tax Due \$
<u>6/10</u>	<u>0200</u>	<u>594.00</u>	<u>02.00</u>	<u>004.000</u>		
Initials <u>W</u>					Improved _____	
					Vacant Land _____	

7 Satisfactions/Discharges/Releases List Property Owners Mailing Address
RECORD & RETURN TO:

Central Pine Barrens
Joint Planning and Policy Commission
P.O. Box 587
3525 Sunrise Highway, 2nd Floor
Great River, New York 11739-0587

8 Title Company Information
Co. Name FIDELITY NATIONAL TITLE
Title # FNT 99-20941

9 Suffolk County Recording & Endorsement Page

This page forms part of the attached conservation easement made by:
LONG ISLAND WYANDANCH CLUB INC. AS SUCCESSOR TO OXFORD BOD & GUN CLUB, LONG ISLAND COUNTRY CLUB, NISSEQUOQUE RIVER CLUB INC. WYANDANCH SPORTSMAN'S CLUB INC. BY CERTIFICATE OF MERGER FILED WITH NEW YORK STATE DEPARTMENT OF STATE ON MARCH 22, 1978 The premises herein is situated in
SUFFOLK COUNTY, NEW YORK

TO
Central Pine Barrens Joint
Planning and Policy Commission
In the Township of BROOKHAVEN
In the VILLAGE
or HAMLET of _____

Conservation Easement

THIS INDENTURE, made this 28 day of JANUARY, 2002,

Witnesseth:

WHEREAS, Long Island Wyandanch Club, Inc. as successor to Oxford Rod & Gun Club, Long Island Country Club, Nissequogue River Club, Inc., Wyandanch Sportsman's Club, Inc., by Certificate of Merger Filed with the New York Department of State on March 22, 1978, with offices at 300 Old Country Road, Eastport, New York 11941, 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:

See Schedule A annexed hereto

WHEREAS, the Central Pine Barrens Joint Planning and Policy Commission (the SCTM: "Commission"), with offices at P.O. Box 587, 3525 Sunrise Highway, 2nd Floor, Great River, 200 New York 11739-0587, was created pursuant to the Long Island Pine Barrens Protection Act of 594 1993 (the "Act") codified in New York Environmental Conservation Law Article 57 ("Article 2 57"), is hereinafter described as the "Grantee;" and

4

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 including, but not limited to, entitlement to receipt of the Pine Barrens Credits pursuant to Grantor's Letter of Interpretation issued on November 15, 2001 in the amount of 96.68 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, 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 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 including the existing use as a shooting ground for game birds and clay targets, 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 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, farm stands, and bird pens, required for the production of plants or animals and the use of the property as a shooting grounds as reflected under ECL Section 57-0107(14), if such activity does not involve material alteration of native vegetation.

4. The right to use and maintain, by mowing or cutting, the existing fields, to maintain and replace in kind (without increasing the foot print) existing buildings and equipment, and replace one single family residential building as the same presently exists adjacent to Old Country Road.
5. The right to use the Property for operations or uses described in ECL Section 57-0107(13) (i, ii, iii, iv, vi and viii), 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.
6. 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 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 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 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, 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 Grantor and Grantor's 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 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.
11. The parties hereto recognize and agree that the benefits of this Conservation Easement are in gross and assignable, and the Grantee hereby covenants and agrees that any transferee or assignee will be an organization or public body qualified to hold a Conservation Easement pursuant to ECL, Title 3, Article 49, as the same may be hereafter amended, and the regulations promulgated thereunder.
12. All references to statutory provisions of Article 57 shall be as such provisions were in effect on the date of execution of this Conservation Easement.

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

Carl B. Menges

Carl B. Menges, Acting in his capacity as President of the Long Island Wyandanch Club, Inc. and duly authorized by a resolution of the Club's Board of Directors

STATE OF NY)
) SS:
COUNTY OF NY)

On the 18 day of Dec in the year 2001 before me, the undersigned, personally appeared Carl Menges, 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.

Lynn Sperandio
Notary Public

LYNN SPERANDIO
Notary Public, State of New York
No. 01SP4888723
Qualified in Westchester County
Commission Expires 04/30/02

Central Pine Barrens Joint Planning and Policy Commission
GRANTEE

BY: George Proios, Acting Chairman

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

On the 28 day of January in the year 2002 before me, the undersigned, personally appeared George Proios, 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.

Mark Henry Rizzo
Notary Public

MARK HENRY RIZZO
Notary Public, State Of New York
No. 01R16056586
Qualified in Nassau County
Commission Expires 03/28/2003

Schedule A

All that certain plot, piece or parcel of land, with the buildings and improvements thereon, if any, situate, lying and being at Eastport, in the Town of Brookhaven, County of Suffolk and State of New York, being more particularly bounded and described as follows:

BEGINNING at a point on the northerly side of Old Country Road where same is intersected by the westerly line of the hereinafter described premises and the easterly side of Map of Miriam Estates CC filed No. 35;

THENCE along the last mentioned map the following five courses and distances:

1. North 39 degrees 32 minutes 50 seconds West 100.62 feet;
2. North 51 degrees 13 minutes 50 seconds West 230.00 feet;
3. North 45 degrees 25 minutes 10 seconds East 272.00 feet;
4. North 29 degrees 34 minutes 20 seconds West 143.96 feet;
5. North 78 degrees 17 minutes 00 seconds West 158.16 feet;

THENCE North 22 degrees 54 minutes 50 seconds East still along the last mentioned land and along land now or formerly of Henry Pollack 2036 feet, more or less, to the southerly side of Sunrise Highway Extension;

THENCE along Sunrise Highway Extension the following 8 courses and distances:

1. Easterly along the arc of a curve bearing to the right having a radius of 20.205 feet a distance along said curve of 193 feet, more or less;
2. Along the southerly side of Sunrise Highway Extension 1215 feet, more or less;
3. Southerly 56 feet, more or less;
4. Easterly 108 feet, more or less;
5. Northerly 68 feet, more or less;
6. Easterly 318 feet, more or less;
7. Easterly along the arc of a curve bearing to the right having a radius of 492.50 feet a distance along said curve of 295 feet, more or less;

8. Easterly about 115 feet, more or less, to the division line between the Town of Brookhaven and the Town of Southampton;

THENCE Southerly along the town line described above 2900 feet, more or less to the northerly side of Old Country Road;

THENCE Westerly along the northerly side of Old Country Road the following four courses and distances:

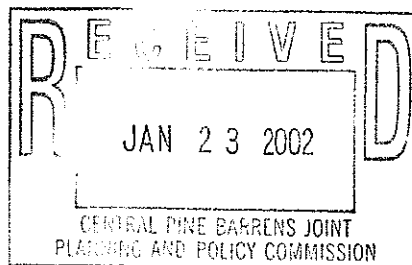
1. South 87 degrees 20 minutes 40 seconds West 101.94 feet;
2. South 77 degrees 28 minutes 00 seconds West 707.44 feet;
3. South 87 degrees 47 minutes 50 seconds West 555.12 feet;
4. South 73 degrees 07 minutes 00 seconds West 158.06 feet to the point or place of BEGINNING.

Said parcel being and intended to be the same as described in a deed dated January 6, 1891 from Arthur Simonson, recorded at Liber 340 cp45 in the Office of the Suffolk County Clerk.

Affidavit attached hereto and made a part hereof

SCTM: 200-594-2-4

AFFIDAVIT



STATE OF NY)
COUNTY OF NY) ss.:

Carl B. Menges, Acting in his capacity as President of the Long Island Wyandanch Club, Inc. and duly authorized by a resolution of the Club's Board of Directors, residing at 215 East 72nd Street New York, New York 10021, being duly sworn, deposes and says:

I am the President of Long Island Wyandanch Club, Inc. as successor to Oxford Rod & Gun Club, Long Island Country Club, Nissequogue River Club, Inc., Wyandanch Sportsman's Club, Inc., by Certificate of Merger Filed with the New York Department of State on March 22, 1978.

Long Island Wyandanch Club, Inc. is the owner of a certain parcel of land with the Suffolk County Tax Map designation Number 200-594-2-4

Long Island Wyandanch Club, Inc. desires to obtain Pine Barrens Credits for the foregoing parcel. To this end Long Island Wyandanch Club, Inc. is offering this conservation easement to the Central Pine Barrens Joint Planning and Policy Commission.

Of my personal knowledge, I am the only authorized person who has the authority to grant a conservation easement on Suffolk County Tax Map Number 200-594-2-4. The Corporate Resolution adopted by the Long Island Wyandanch Club, Inc. Board of Directors on December 18, 2001 is still in full force and affect. The Corporate Resolution gives Carl B. Menges the authority to grant this conservation easement and execute any documents that are required in order to receive Pine Barrens Credits.

Long Island Wyandanch Club, Inc. is aware that signing the conservation easement prepared for this parcel Suffolk County Tax Map Number 200-594-2-4 affects the future use of the parcel. Long Island Wyandanch Club, Inc. is also aware that it will still own the parcel after the recording of the conservation easement with the Suffolk County Clerks Office.

Long Island Wyandanch Club, Inc. agrees that the aerial photo that was flown on December 3, 1999 by AeroGraphics Corp. is an accurate depiction of the conditions for Suffolk County Tax Parcel Number 200-594-2-4. The aerial photo shows all cleared areas and structures. The aerial photo flown on December 3, 1999 will be one of the components used to establish baseline documentation with regard to any violations of the conservation easement.

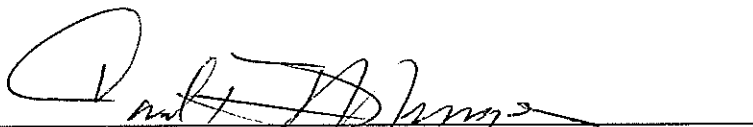
I have not been known by any other name in the previous ten years.

Long Island Wyandanch Club, Inc. further agrees 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 Long Island Wyandanch Club, Inc. or my ability to convey a conservation easement to the Central Pine Barrens Joint Planning and Policy Commission for this parcel.

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.



Carl B. Menges, Acting in his capacity as President of the Long Island Wyandanch Club, Inc. and duly authorized by a resolution of the Club's Board of Directors

Sworn to before me this 18 day of Dec, 2001

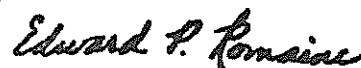

Notary Public
LYNN SPERANDIO
Notary Public, State of New York
No. 0187466-29
Qualified in Westchester County
Commission Expires Nov. 03, 2002

STATE OF NEW YORK
COUNTY OF SUFFOLK

SS:

I, EDWARD P. ROMAINE, CLERK OF THE COUNTY OF SUFFOLK AND CLERK OF THE SUPREME COURT OF THE STATE OF NEW YORK IN AND FOR SAID COUNTY (SAID COURT BEING A COURT OF RECORD) DO HEREBY CERTIFY THAT I HAVE COMPARED THE ANNEXED COPY OF DEED LIBER 12172 AT PAGE 324 RECORDED 3/4/02 AND THAT IT IS A JUST AND TRUE COPY OF SUCH ORIGINAL EASEMENT AND OF THE WHOLE THEREOF.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE SEAL OF SAID COUNTY AND COURT THIS 4 DAY OF March 2002



CLERK

New York State Department of Taxation and Finance
Combined Real Estate
Transfer Tax Return and
Credit Line Mortgage Certificate

Instructions (TP-584.1) before completing this form. Please print or type.

Part A - Information Relating to Conveyance

Form with fields for Grantor (Long Island Wyandanch Club, Inc. successor), Mailing address (P.O. Box 63, Eastport, New York), and Grantee (Central Pine Barrens Joint Planning and Policy Commission, Great River, New York).

Location and description of property conveyed

Table with columns: Tax map designation (S921.00, 02.00, 004.06), Address (Old Country Road), City/Village (Brookhaven), Town (Brookhaven), County (Suffolk).

Use of property conveyed (check applicable box)

Form with checkboxes for property use: 1-3 family house, Residential cooperative, Residential condominium, Vacant land, Commercial/Industrial, Apartment building, Office building, Other. Includes date of conveyance (1/28/02) and percentage of residential real property (0%).

Conservation easement

Conditions of conveyance (check all that apply)

- List of conveyance conditions: a. Conveyance of fee interest, b. Acquisition of a controlling interest, c. Transfer of a controlling interest, d. Conveyance to cooperative housing corporation, e. Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest, f. Conveyance which consists of a mere change of identity or form of ownership or organization, g. Conveyance for which credit for tax previously paid will be claimed, h. Conveyance of cooperative apartment(s), i. Syndication, j. Conveyance of air rights or development rights, k. Contract assignment, l. Option assignment or surrender, m. Leasehold assignment or surrender, n. Leasehold grant, o. Conveyance of an easement, p. Conveyance for which exemption from transfer tax is claimed, q. Conveyance of property partly within and partly without the state, r. Other (describe).

Part B - Real Estate Transfer Tax Return (Article 31 of the Tax Law)

1 I - Computation of Tax Due

Form for Part B I: Enter amount of consideration for the conveyance. Includes fields for Exemption claimed (checked), Continuing lien deduction, Taxable consideration, Tax: \$2 for each \$500, Amount of credit claimed, and Total tax due.

1 II - Computation of Additional Tax Due on the Conveyance of Residential Real Property for \$1 Million or More

Form for Part B II: Enter amount of consideration for conveyance. Includes fields for Taxable consideration and Total additional transfer tax due.

Please make check(s) payable to the county clerk where the recording is to take place or if the recording is to take place in New York City, make check(s) payable to the NYC Department of Finance. If no recording is required, send this return and your check(s) made payable to the Department of Taxation and Finance, directly to the NYS Tax Department, TTTB-Transfer Tax, PO Box 5045, Albany NY 12245-5045.

Table for recording officer's use with columns: Amount received (Part I \$, Part II \$), Date received, Transaction number.

Schedule B — (continued)

Part III — Explanation of Exemption Claimed in Part I, line 1 (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York or any of their instrumentalities, agencies or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada)..... a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f
- g. Conveyance consists of deed of partition..... g
- h. Conveyance is given pursuant to the federal bankruptcy act..... h
- i. Conveyance consists of the execution of a contract to sell real property without the use or occupancy of such property or the granting of an option to purchase real property without the use or occupancy of such property..... i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a 1-, 2-, or 3-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of section 1401(e) of Article 31 of the Tax Law (attach documents supporting such claim)..... k
- l. Other (attach explanation)..... l

Schedule C — Credit Line Mortgage Certificate (Article 11 of the Tax Law)

Complete the following only if the interest being transferred is a fee simple interest.

I (we) certify that: (check the appropriate box)

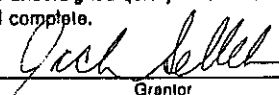
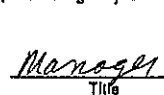
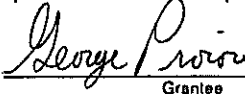
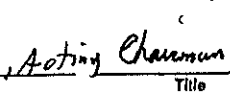
- 1 The real property being sold or transferred is not subject to an outstanding credit line mortgage.
 - 2 The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee or other officer of a court.
 - The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

 - Other (attach detailed explanation).
- 3 The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
- 4 The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City, make check payable to the NYC Department of Finance.)

Signature (both the grantor(s) and grantee(s) must sign).

The undersigned certify that the above return, including any certification, schedule or attachment, is to the best of his/her knowledge, true and complete.

 Grantor
  Title
  Grantee
  Acting Chairman Title

RECONFIGURED
Pine Barrens Credit Clearinghouse

Number: 0200-00348
Date Issued: March 5, 2002

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 Long Island Wyandanch Club, Inc. hereby owns:

96.68 Pine Barrens Credits

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



Vice-Chairman, Pine Barrens Credit Clearinghouse