21.



COUNTY CLERK'S OFFICE

STATE OF NEW YORK COUNTY OF SUFFOLK

I, JUDITH A. PASCALE, Clerk of the County of Suffolk and the Court of Record thereof do hereby certify that I have compared the annexed with the original **EASEMENT**

recorded in my office on 08/10/2022 under Liber D00013168 and Page 599 and, that the same is a true copy thereof, and of the whole of such original.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said County and Court this 08/11/2022 .

SUFFOLK COUNTY CLERK

Tudia a. Pascace

JUDITH A. PASCALE

SEAL





SUFFOLK COUNTY CLERK RECORDS OFFICE RECORDING PAGE

Type of Instrument: EASEMENT

Number of Pages: 17

Receipt Number: 22-0128659

TRANSFER TAX NUMBER: 22-01183

Recorded:

08/10/2022

At:

04:52:37 PM

LIBER:

D00013168

PAGE:

599

District:

Section:

Block:

Lot:

0200

351.00

03.00

003.006

EXAMINED AND CHARGED AS FOLLOWS Deed Amount:

\$0.00

Received the Following Fees For Above Instrument

		Exemp	t		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: 22-01183

THIS PAGE IS A PART OF THE INSTRUMENT

THIS IS NOT A BILL

JUDITH A. PASCALE

County Clerk, Suffolk County

17		RECORDED 2022 Aug 10 04:52:37 PM		
Number of pages TORRENS		JUDITH A. PASCALE CLERK OF		
Serial #		SUFFOLK COUNTY L D00013169		
Certificate #		F 599		
Prior Ctf. #		DT# 22-01183		
Deed . Mortgage Instrument	Deed / Mortgage Tax Stamp	Recording / Filing Stamps		
3	FEES			
Page / Filing Fee <u>85 —</u>		Mortgage Amt.		
Handling	1. Basic Tax			
TP-584 5 .		Sub Total		
	Spec. / Assit.			
Notation	-	or Spec / Add		
EA-5217 (County)	Sub Total	Spec. / Add		
EA-5217 (State)		Dual Town Dual County		
R.P.T.S.A. +2 600	_ COUVING	Held for Appointment		
Comm. of Ed. 5. 00		Transfer Tax Mansion Tax		
Affidavit		The property covered by this motgage is		
The same of the sa	A AOS	or will be improved by a one or two		
Certified Copy	_	family dwelling only. YES or NO		
Reg. Copy	_ Sub Total	If NO, see appropriate tax clause on		
Other	Grand Total evenit	page # of this instrument.		
4 District 0200 Sc 4952347	See Attached	5 Community Preservation Fund		
Real PTS		Consideration Amount \$		
Property Tax Service (R RAK A) 10-AUG-22		anti-solution and anti-solutio		
Agency		CPF Tax Due \$		
Verification				
6 Satisfaction/Discharges/Release List	Property Owners Mailing Address	Vacant Land		
RECORD & RI	ETURN TO:	TD		
Central Pine Barrens Joint Plan	TD			
Commission 624 Old Riverhead Road,				
Westhampton Beach, NY 11978		TD		
	7	Title Company Information		
	Co. Name			
8 Suffolk County	Title #			
This page forms part of the attached	Conservation Francisco	Endorsement Page		
This page forms part of the attached		OF INSTRUMENT) made by:		
Christ Church Ridge, Inc.	The premisis herein is			
	SUFFOLK COUNTY,			
ТО	In the Township of B			
Central Pine Barrens Joint Planning				
Central Pine Barrens John Flammig Policy Commission				
		ONLY PRIOR TO RECORDING OR FILING.		

(over)

IMPORTANT NOTICE

If the document you've just recorded is your <u>SATISFACTION OF MORTGAGE</u>, please be aware of the following:

If a portion of your monthly mortgage payment included your property taxes, *you will now need to contact your local Town T ax Receiver so that you may be billed directly for all future property tax statements.

Local property taxes are payable twice a year: on or before January 10th and on or before May 31st. Failure to make payments in a timely fashion could result in a penalty.

Please contact your local Town Tax Receiver with any questions regarding property tax payment.

Babylon Town Receiver of Taxes 200 East Sunrise Highway North Lindenhurst, N.Y. 11757 (631) 957-3004

Brookhaven Town Receiver of Taxes One Independence Hill Farmingville, N.Y. 11738 (631) 451-9009

East Hampton Town Receiver of Taxes 300 Pantigo Place East Hampton, N.Y. 11937 (631) 324-2770

Huntington Town Receiver of Taxes 100 Main Street Huntington, N.Y. 11743 (631) 351-3217

Islip Town Receiver of Taxes 40 Nassau Avenue Islip, N.Y. 11751 (631) 224-5580 Riverhead Town Receiver of Taxes 200 Howell Avenue Riverhead, N.Y. 11901 (631) 727-3200

Shelter Island Town Receiver of Taxes Shelter Island Town Hall Shelter Island, N.Y. 11964 (631) 749-3338

Smithtown Town Receiver of Taxes 99 West Main Street Smithtown, N.Y. 11787 (631) 360-7610

Southampton Town Receiver of Taxes 116 Hampton Road Southampton, N.Y. 11968 (631) 283-6514

Southold Town Receiver of Taxes 53095 Main Street Southold, N.Y. 11971 (631) 765-1803

Sincerely,

Gudith a. Passale

Judith A. Pascale Suffolk County Clerk

Stat ID:

4952347

PTS R RAK A 10-AUG-22

Tax Maps

District	Secton	Block	Lot	School District
0200	35100	0300	003004	LONGWOOD
0200	35100	0300	003005	LONGWOOD
0200	35100	0300	003006	LONGWOOD

Conservation Easement

THIS INDENTURE, made this 10th day of August, 2022,

Witnesseth:

WHEREAS, Christ Church Ridge, Inc. a/k/a Christ Church Ridge, f/k/a Ridge Full Gospel Christian Church of God a/k/a Ridge Full Gospel Christian Church, Inc. a/k/a The Ridge Full Gospel Christian Church, Inc., 8 Ruth Lane, Ridge, New York 11961, (hereinafter called the "Grantor") owns certain real property, hereinafter called the "Property," which is more particularly 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 Property is undeveloped and has ecological, scientific, groundwater recharge, scenic, educational, recreational and aesthetic value (the "Conservation Values") in its present state, as further documented in records maintained by the Commission, and

WHEREAS, the Central Pine Barrens is a 106,000 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

Page 1 of 9

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 Conservation Values of the Property by the conveyance to the Grantee of a Conservation Easement on, over and across the Property which shall conserve the Conservation 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 April 27, 2021 and in the amount of 3.96 Pine Barrens Credit 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.
- 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.
- 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.
 - c. The right of the Grantee, its respective agents, employees or other representatives to install, maintain, repair, and replace, or any combination of thereof all at Grantee's own cost and expense, conservation easement signs in a form substantially similar to those depicted in Exhibit A in the general locations shown on Exhibit A, including the right to cross over the

Property at reasonable times and upon reasonable notice to effect this right.

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 division of the Property.
- There shall be no operations or uses constituting development pursuant ECL Section 57-0107 of, on, or in the Property, unless otherwise expressly reserved in this Easement.
- 3. There shall be no operations or uses not constituting development pursuant to ECL Section 57-0107 of, on, or in the Property, unless otherwise expressly reserved in this Easement.
- 4. There shall be no alteration of the vegetation on the Property.
- 5. 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, ordinance, rule, or regulation, or any combination of the same.

6. A split rail fence, in a form substantially similar to the fence depicted in Exhibit B, shall be installed, maintained, repaired and/or replaced by Grantor, at its own cost and expense, and shall be maintained by Grantor and its successors, at its own cost and expense, in the locations shown on Exhibit B.

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.
- The right to use the Property for active and passive recreational activities provided the activities conform to federal, state, and local laws, ordinances, rules, regulations and this Easement.
- 3. The right to use the Property for environmental restoration projects commenced by the Grantor or its successors or assigns upon the prior written approval of the Commission, and applicable Federal, State, and local agencies with jurisdiction of the proposed activity. Absent a required approval, Grantor may not undertake the proposed restoration project.
- 4. The right to sell, give or otherwise convey the Property or, consistent with the Covenants herein, subject to the terms of 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

Miscellaneous

- 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.
- 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 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 has been made with the unanimous consent in writing of all of the stockholders of the Grantor and is made in the regular course of business actually conducted by the

Cerpelore

 Grantor represents that Parcel affected by the Conservation Easement does not constitute all or substantially all of the assets of Christ Church Ridge, Inc. Flu's Ridge Full Gospel Christian Church, Inc. 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.

Christ Church Ridge, Inc. a/k/a Christ Church Ridge, f/k/a Ridge Full Gospel Christian Church of God a/k/a Ridge Full Gospel Christian Church, Inc. a/k/a The Ridge Full Gospel Christian Church, Inc.

By: A Court A. Porter Chairman and President

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

On the day of line in the year 2022 before me, the undersigned, a notary public in and for said state, personally appeared Robert A. Porter, 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.

(MARIA F. BROWN, Notary Public

ANGELA L BROWN
Notary Public - State of New York
NO. 01BR6424331
Qualified in Suffolk County
My Commission Expires Nov 1, 2025

Central Pine Barrens Joint Planning and Policy Commission

Judith Jakobsen

Executive Director

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

On the day of day of day of in the year 2022 before me, the undersigned, a notary public in and for said state, personally appeared <u>Judith Jakobsen</u>, 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.

MALLA F. Brown, Notary Public

ANGELA L BROWN
Notary Public - State of New York
NO. 01BR6424331
Qualified in Suffolk County
My Commission Expires Nov 1, 2025

Schedule A

ALL that certain plot, piece or parcel of land situate, lying and being located at Ridge-Middle Island, in the Town of Brookhaven, County of Suffolk and State of New York bounded and described as follows:

BEGINNING at the corner formed by the intersection of the Southerly side of Middle Country Road (NYS Rt. 25) and the Westerly side of Ruth Lane;

RUNNING THENCE Southerly along the Westerly side of Ruth Lane the following two (2) courses and distances:

- 1. South 02 degrees 04 minutes 46 seconds East 408.50 feet;
- 2. South 08 degrees 00 minutes 59 seconds West 136.11 feet;

RUNNING THENCE South 89 degrees 58 minutes 36 seconds West 477.44 feet;

RUNNING THENCE North 00 degrees 00 minutes 44 seconds East 175.43 feet;

RUNNING THENCE South 89 degrees 59 minutes 57 seconds West 333.02 feet;

RUNNING THENCE North 30 degrees 50 minutes 21 seconds East 212.60 feet;

RUNNING THENCE North 03 degrees 54 minutes 28 seconds West 158.83 feet to the Southerly side of Middle Country Road (NYS Rt. 25);

RUNNING THENCE Northeasterly along the Southerly side of Middle Country Road (NYS Rt. 25) the following two (2) courses and distances:

- 1. North 87 degrees 38 minutes 38 seconds Est 36.68 feet;
- 2. North 87 degrees 54 minutes 14 seconds East 680.23 feet back to the point or place of BEGINNING.

EXCEPTING therefrom the following areas of land previously conveyed in: Liber 12193 page 373, recorded 06-24-2002 and Liber 11066 page 269, recorded 05-14-1990

Together with and including all right, title and interest, if any, of the Grantor in and to any streets and road abutting the above described to the center lines thereof.

Grantor's source of title: Deed from Salvatore Malguarnera dated December 29, 2006 and recorded in the Suffolk County Clerk's Office on December 29, 2006 in Liber 12485 page 494; and by deed from Margaret Tarzia, as sole distributee under the Last Will and Testament of Leonard Tarzia, deceased, dated December 29, 2006 and recorded in the Suffolk County Clerk's Office on December 29, 2006 in Liber 12485 page 495.

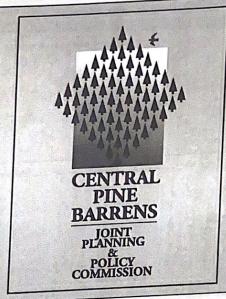
Exhibit A



Central Pine Barrens Joint Planning and Policy Commission

Conservation Easement Sign Specifications

Conservation Easement Property



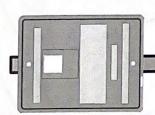
Property protected by
Central Pine Barrens
Joint Planning and Policy Commission
Conservation Easement and Article 57 of the
New York State Environmental Conservation Law

Uses Restricted

For more information, please contact our office at (631) 288-1079 or at info@pb.state.ny.us or visit our website at https://pb.state.ny.us



Side View



Mounting and Installation Directions:

Sign post driven to depth of 2' to 3' into ground.

¾ " below top of post. Bolt head on front of sign with less, and washers and nuts with top of sign no less 1 galvanized hexagonal head bolts, 3/8" diameter or Sign attached to post with 1 % " to 1 %" long nut on back of sign.

9

4 6

0

Sign Specification: 9" x 12" white polyethylene, .110 gauge base with ½ inch radius rounded corners, top and bottom mounting holes 3/8" diameter, 1 inch from top

linear foot x 6-feet-long) Galvanized Delineator Steel Sign Post Specification: 1.12# x 6' (1.2 pounds per Post

Spacing Between Signs: Determined in the field based on existing field conditions.

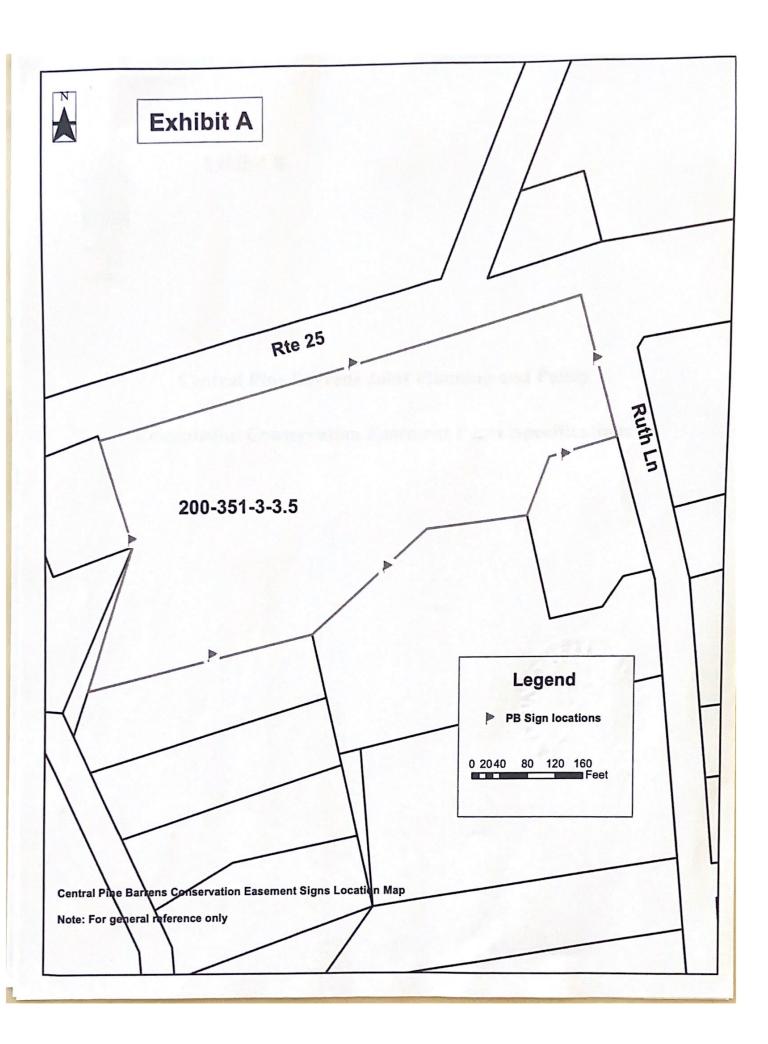


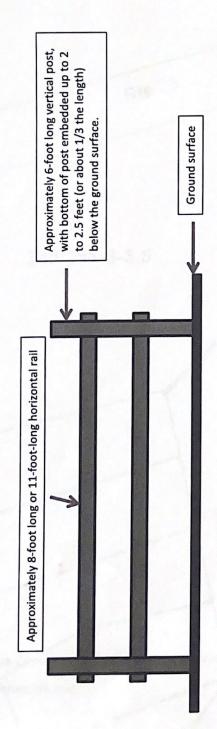


Exhibit B

Central Pine Barrens Joint Planning and Policy

Commission Conservation Easement Fence Specifications

Central Pine Barrens Joint Planning and Policy Commission Conservation Easement Fencing Specifications



Material and Installation Specifications

- Split rail fencing to be used and to be comprised of wood two-rail fencing using 8-foot-long or 11-foot-long horizontal rails or a combination of both. Vertical posts are to be approximately 6 feet long.
- End posts should be used at end of completed lines of fencing or rails in end sections secured to prevent removal.
- Vertical posts should be embedded up to 2 to 2.5 feet (or approximately 1/3 the length) below the ground surface.
- Before installing vertical post in ground, each post hole should be backfilled with approximately 6 inches of gravel to drain water away from the bottom of the post to prevent decay.
- between each section, as specified by the Commission. However, if staggered, width of such spaces should prevent passage of Split rail fencing may be installed in a continuous, uninterrupted line or intermittently (staggered) with gaps or spaces in a motor vehicle such as an automobile or truck.
- Native trees, shrubs and other native vegetation should not be removed for fencing installation.

