



SUFFOLK COUNTY CLERK RECORDS OFFICE RECORDING PAGE

Type of Instrument: EASEMENT

Number of Pages: 17

Receipt Number : 21-0149881

TRANSFER TAX NUMBER: 21-02029

Recorded:

08/20/2021

At:

11:56:39 AM

LIBER:

D00013116

mpt.

PAGE:

777

District:

Section:

Block:

Lot:

0200

528.00

06.00

018.000

EXAMINED AND CHARGED AS FOLLOWS

Deed Amount:

. 13

\$0.00

Received the Following Fees For Above Instrument

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

TRANSFER TAX NUMBER: 21-02029

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

JUDITH A. PASCALE

County Clerk, Suffolk County

Number of pages TORRENS	2	RECORDED 2021 Aug 20 11:56:39 AM JUDITH A. PASCALE CLERK OF SUFFOLK COUNTY L D00013116			
Serial #		P 777 DT# 21-02029			
Certificate #					
Prior Ctf. #					
Deed . Mortgage Instrument	Deed / Mortgage Tax Stamp	Recording / Filing Stamps			
3	FEES		Market Constitution of the		
Page / Filing Fee		Mortgage Amt.			
000	0	1. Basic Tax =			
5	<u>v</u>	Sub Total			
TP-584		Spec. / Assit.			
Notation		or Spec. / Add			
EA-5217 (County)	Sub Total	TOT. MTG. TAX			
EA-5217 (State)		Dual Town Dual County			
R.P.T.S.A.	COUNTY	Held for Appointment			
7. 0		Mansion Tax			
Comm. of Ed. <u>5. C</u>		The property covered by this motga			
Affidavit	- AOUND HOE	or will be improved by a one or			
Certified Copy		family dwelling only. YES or NO			
Reg. Copy	Sub Total	If NO, see appropriate tax clause on			
Other	Grand Total EXEMPT	page # of this instrument.			
Other		8/17/2/			
4 District 02(4604013 02	00 52800 0600 018000 8000	5 Community Preservation Fun	<u>id</u>		
Real (PTS)		Consideration Amount \$			
Property Tax Service 20-AUG-21	ABRII ALBIN ATHII ABRII ABRII WARRI IIBBA IIII IRUS	CPF Tax Due \$			
Agency		Improved			
Verification		Vacant Land			
6 Satisfaction/Discharges/Release Li	st Property Owners Mailing Address	TD			
	RETURN TO:				
Central Pine Barrens Joint Pl	anning and Policy	TD	-		
Commission 624 Old Riverhead Road,		TD			
Westhampton Beach, NY 119					
	7	Title Company Information			
	Co. Name Title #				
Suffally Coun		Endorsement Page			
This page forms part of the attack	hed Conservation Easement (SPECIFY TYPE	OF INSTRUMENT) made	by:		
Jason W. Graf	The premisis herein is				
	SUFFOLK COUNTY,				
ТО	In the Township of B				
Central Pine Barrens Joint Plannin		In the VILLAGE			
Dalian Commission	or HAMLET of				
		NLY PRIOR TO RECORDING OR FILI	NG.		

Dear Taxpayer,

Your satisfaction of mortgage has been filed in my office and I am enclosing the original copy for your records.

If a portion of your monthly mortgage payment included your property taxes, <u>you will now need to contact your local Town Tax Receiver so that you may be billed directly for all future property tax bills</u>.

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, NY 11757 (631) 957-3004

Brookhaven Town Receiver of Taxes 250 East Main Street Port Jefferson, NY 11777 (631) 473-0236

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

Huntington Town Receiver of Taxes 100 Main Street Huntington, NY = 11743 (631) 351-3217

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

Shelter Island Town Receiver of Taxes Shelter Island Town Hall Shelter Island, NY 11964 (631) 749-3338

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

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

Southold Town Receiver of Taxes 53095 Main Road Southold, NY 11971 (631) 765-1803

Edward P. Romaine

Sincerely,

Edward P. Ramaine Suffolk County Clerk

Conservation Easement

THIS INDENTURE, made this 17 day of August, 2021,

Witnesseth:

WHEREAS, Jason W. Graf, 41 Wagner Road, Medford, New York 11763, (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, with the exception of an approximately 76 square feet paved triangular area in its southeastern corner, 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 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 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 December 11, 2020 and in the amount of 1.0 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.
- 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.
 - c. The right of the Grantee, its respective agents, employees or other representatives to install, maintain, repair and/or replace, 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.

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, 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.
- 3. 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 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.
- 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 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, if made by a corporation, 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.

Jason W. Graf

Central Pine Barrens Joint Planning and Policy Commission

Judith Jakobsen, Anterim Executive Director

COUNTY OF

On the 77 day of ___ in the year 2021 before me, the undersigned, a notary public in and for said before me, the undersigned, a notary public in and for state, personally appeared Jason W. Graf, 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.

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

On the 174 day of Augus + said state, personally appeared Judith Jakobsen, 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

NOTARY PUBLIC, State of New York
No. 02J04847913

Qualified in Suffolk County Term Expires January 31, 2618 Mary Public

John C. Milazzo Notary Public - State of New York #02MI6129938

Qualified in Suffolk County Commission Expires July 05, 20

Schedule A

ALL that certain plot, piece or parcel of land situate, lying, and being at Middle Island, near West Yaphank, in the Town of Brookhaven, County of Suffolk and State of New York, bounded and described as follows, to wit:

BEGINNING at a point on the Northerly side of Wagner Road, about 922.15 feet Easterly from the monument set at the intersection of the Easterly side of Ashton Road with the Northerly side of Wagner Road;

RUNNING THENCE North 6 degrees 48 minutes 00 seconds East along land now or formerly of Ashby 230.00 feet to the land now or formerly Stuurman;

THENCE South 83 degrees 12 minutes 00 seconds East along said land 50.00 feet to a monument and land now or formerly of Graf;

THENCE South 6 degrees 48 minutes 00 seconds West along said land 230.00 feet to the Northerly side of Wagner Road;

THENCE North 83 degrees 12 minutes 00 seconds West along the Northerly side of Wagner Road 50.00 feet to the point or place of BEGINNING.

Together with 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.

Said parcel being and intended to be the same as described in a deed from James P. Galasso and Frances Galasso, his wife dated June 19, 2017 and recorded August 14, 2017 in Liber 12925 cp 18 in the Office of the Suffolk County Clerk.

SCTM #200-528-6-18

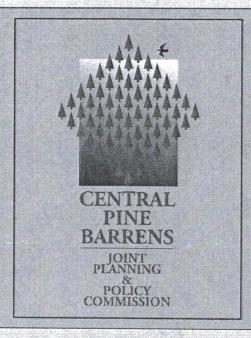
Exhibit A



Central Pine Barrens Joint Planning and Policy Commission

Conservation Easement Sign Specifications

Conservation Easement Property

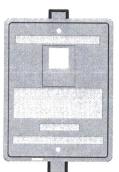


Property protected by
Central Pine Barrens
Joint Planning and Policy Commission
Conservation Easement and Article 57 of the
New York State Environmental Conservation Law

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

Front View



f e

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6

Mounting and Installation Directions:

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

Sign attached to post with 1 ¼ " to 1 ½" long galvanized hexagonal head bolts, 3/8" diameter or less, and washers and nuts with top of sign no less 1 ¾ " below top of post. Bolt head on front of sign with nut on back of sign.

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

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

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

Side View

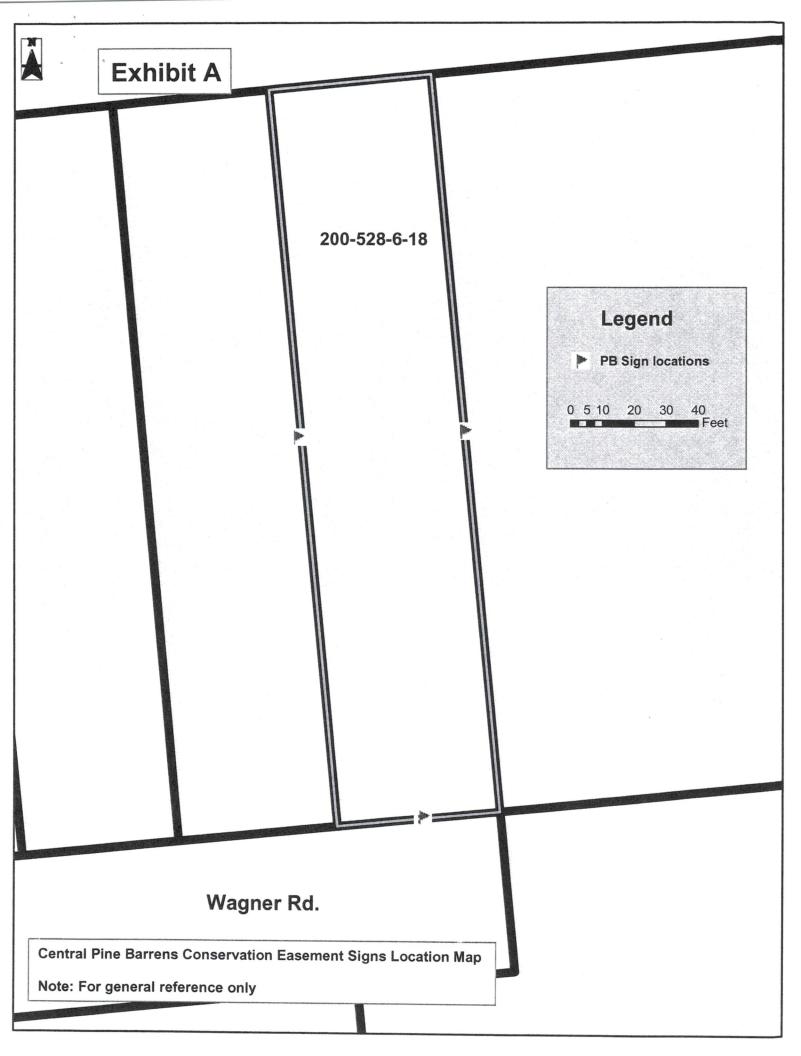


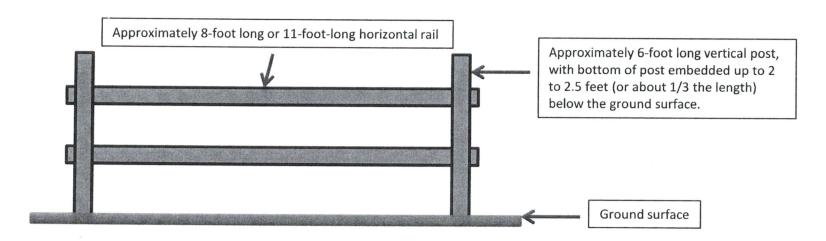
Exhibit B



Central Pine Barrens Joint Planning and Policy

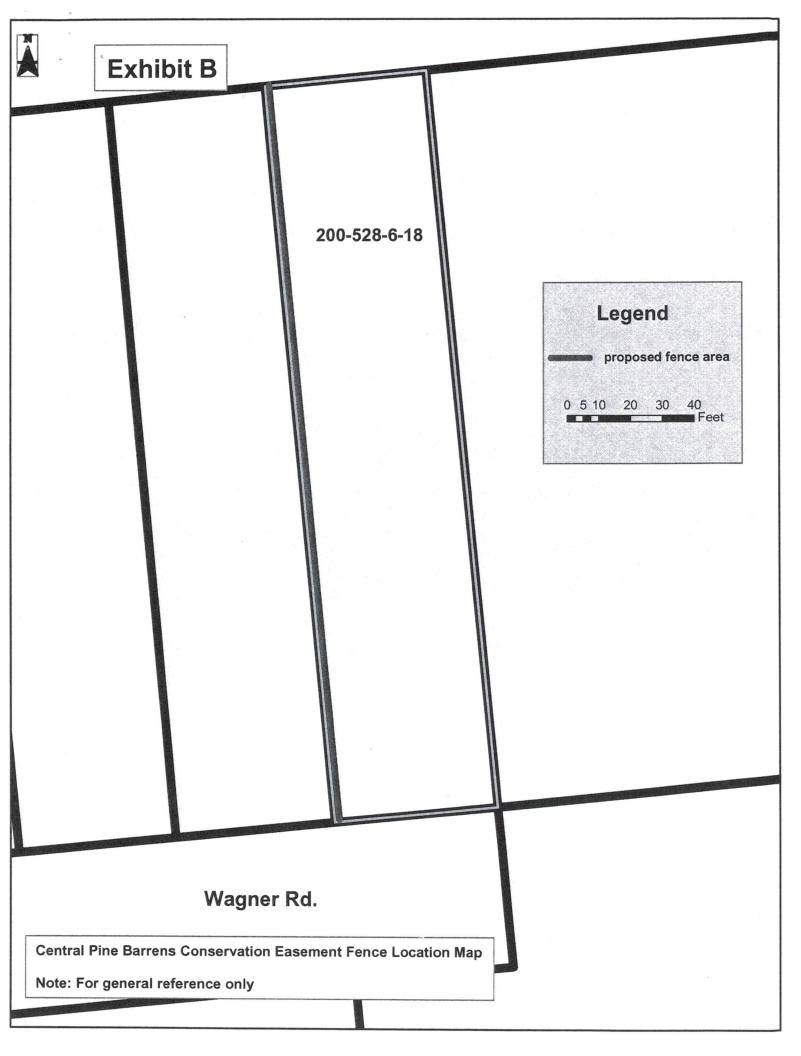
Commission Conservation Easement Fence Specifications

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.
- Split rail fencing may be installed in a continuous, uninterrupted line or intermittently (staggered) with gaps or spaces in between each section, as specified by the Commission. However, if staggered, width of such spaces should prevent passage of a motor vehicle such as an automobile or truck.
- Native trees, shrubs and other native vegetation should not be removed for fencing installation.





CENTRAL PINE BARRENS JOINT PLANNING POLICY COMMISSION

Carrie Meek Gallagher Chairwoman

> Steven Bellone Member

Laura Jens-Smith Member

Edward P. Romaine Member

Jay H. Schneiderman Member January 26, 2018

Hon. Judith A. Pascale, Suffolk County Clerk 310 Center Drive Riverhead, NY 11901-3392

RE: Commission's Exemption from Recording Fees

Dear Ms. Pascale:

Please find enclosed for recording with your office a conservation easement granted to the Commission on lands within the Central Pine Barrens and that is exempt from the paying of recording fees.

The Central Pine Barrens Joint Planning and Policy Commission was established on July 13, 1993 by the enactment of the Long Island Pine Barrens Protection Act of 1993. (ECL §57-0119(1)). The Commission is five member public entity representative of town, county and state government. Its members include one member appointed by the New York State Governor, and four ex officio members who are the county executive of Suffolk county, and the supervisors of the towns of Brookhaven, Riverhead and Southampton. (ECL §57-0119(2)). The Commission and its purposes are in "all respects for the benefit of the people of the state of New York and are a public purpose." (ECL §57-0119(1).

Among the Commission's statutory powers is the power to "acquire, holds lands and interest in land." (ECL §57-0119(6)(k-2)). In June 1995, the Commission established its Pine Barrens Credit Program, a transferrable development rights program. Under the voluntary Program, the Commission is granted conservation easements on lands within the Central Pine Barrens region. By a 1997 amendment to ECL §49-0303(3) the Commission was added to the public bodies eligible to hold conservation easements which are limited to the state or a municipal corporation.

Thus, the Commission is a public entity, comprised of the state and local municipalities, all of which are exempt from paying recording fees, performing purposes that in all respects are public purposes and is included within the definition of the state or a municipal corporation as an entity specifically authorized to hold a conservation easement.

Therefore, the Commission respectfully maintains that the enclosed conservation easement should be exempt from County imposed recording fees. If you have any questions please feel free to contact me.

Thank you.

Very truly yours,

John W. Pavacic

Executive Director

624 Old Riverhead Road Westhampton Beach, NY 11978

Phone (631) 288-1079 Fax (631) 288-1367 https://pb.state.ny.us/