



SUFFOLK COUNTY CLERK
 RECORDS OFFICE
 RECORDING PAGE

Type of Instrument: EASEMENT
 Number of Pages: 18
 Receipt Number : 19-0223647
 TRANSFER TAX NUMBER: 19-12422

Recorded: 11/27/2019
 At: 10:11:01 AM
 LIBER: D00013037
 PAGE: 737

District: 0900 Section: 248.00 Block: 01.00 Lot: 110.004

EXAMINED AND CHARGED AS FOLLOWS

Deed Amount: \$1,846,000.00

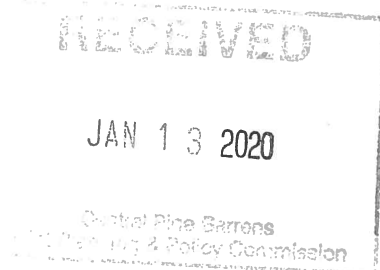
Received the Following Fees For Above Instrument

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

TRANSFER TAX NUMBER: 19-12422

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

JUDITH A. PASCALE
 County Clerk, Suffolk County



Number of pages

18

TORRENS

Serial # _____

Certificate # _____

Prior Ctf. # _____

RECORDED
2019 Nov 27 10:11:01 AM
JUDITH A. PASCALE
CLERK OF
SUFFOLK COUNTY
L D00013037
P 737
DT# 19-12422

Deed . Mortgage Instrument

Deed / Mortgage Tax Stamp

Recording / Filing Stamps

3

FEES

Page / Filing Fee 90-

Handling 25.00

TP-584 5-

Notation _____

EA-5217 (County) _____

EA-5217 (State) _____

R.P.T.S.A. 200 00

Comm. of Ed. 5.00

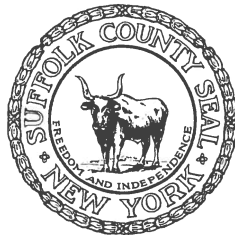
Affidavit _____

Certified Copy _____

Reg. Copy _____

Other 15-

Sub Total 115-



Sub Total 220

Grand Total EXEMPT (M)

Mortgage Amt. _____

1. Basic Tax _____

2. Additional Tax _____

Sub Total _____

Spec. / Assit. _____

or

Spec. / Add. _____

TOT. MTG. TAX _____

Dual Town _____ Dual County _____

Held for Appointment (initials)

Transfer Tax (initials)

Mansion Tax _____

The property covered by this motgage is or will be improved by a one or two family dwelling only.

YES _____ or NO _____

If NO, see appropriate tax clause on page # _____ of this instrument.

11719

4 District

4002920

0900 24800 0100 110004

110004

5

Community Preservation Fund

Real Property Tax Service Agency Verification



Consideration Amount \$ 1,946.00

CPF Tax Due \$ (initials)

6 Satisfaction/Discharges/Release List Property Owners Mailing Address

RECORD & RETURN TO:

Central Pine Barrens Joint Planning and Policy Commission
624 Old Riverhead Road,
Westhampton Beach, NY 11978



Improved _____

Vacant Land _____

TD 091

TD _____

TD _____

7

Title Company Information

Co. Name P.P.S. Tracts

Title # 12-55210

8

Suffolk County Recording & Endorsement Page

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

Patricia Tuccio and Edwin F. Tuccio

The premisis herein is situated in

SUFFOLK COUNTY, NEW YORK.

TO

In the Township of Southampton

Central Pine Barrens Joint Planning and Policy Commission

In the VILLAGE

or HAMLET of _____

BOXES 6 THROUGH 8 MUST BE TYPED OR PRINTED IN BLACK INK ONLY PRIOR TO RECORDING OR FILING.

(over)

IMPORTANT NOTICE

If the document you've just recorded is your SATISFACTION OF MORTGAGE, 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 Tax 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) 351-8217

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

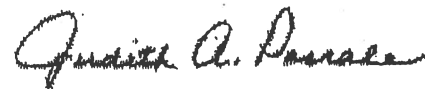
Shelter Island Town Receiver of Taxes
Shelter Island Town Hall
Shelter Island, N.Y. 11964
(631) 749-8338

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,



Judith A. Pascale
Suffolk County Clerk

Conservation Easement

THIS INDENTURE, ^{95 of} made this 18 day of October, 2019,
n

Witnesseth:

WHEREAS, Patricia Tuccio, 1779 Lincoln Park Circle, Sarasota, Florida, 34236 and Edwin F. Tuccio, 193 Griffing Avenue, Riverhead, New York 11901, as Tenants in Common (hereinafter called the "Grantor") owns certain real property, hereinafter called the "Property," which has ecological, scientific, groundwater recharge, scenic, educational, recreational and aesthetic value (the "Natural Values") in its present state as a natural area which Property as described on Schedule A annexed hereto and made a part hereof, and —

WHEREAS, the Central Pine Barrens Joint Planning and Policy Commission (the "Commission"), with offices at 624 Old Riverhead Road, Westhampton Beach, New York 11978, was created pursuant to the Long Island Pine Barrens Protection Act of 1993, as amended, (the "Act") codified in New York Environmental Conservation Law Article 57 ("Article 57"), is hereinafter described as the "Grantee;" and

WHEREAS, the Central Pine Barrens is a 105,000 acre area within the central and eastern portions of New York's Suffolk County which includes parts of the towns of Brookhaven, Riverhead and Southampton, and which is divided into two areas, the Core Preservation Area (the "Core") and the Compatible Growth Area (the "CGA"), as delineated in Article 57; and

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

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

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

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

NOW, THEREFORE, Grantor, for and in consideration of the facts above and hereinafter recited including, but not limited to, entitlement to receipt of the Pine Barrens Credits pursuant to Grantor's Letter of Interpretation issued on July 29, 2019 in the total amount of 18.46 Pine Barrens Credits and of the mutual covenants, terms, conditions and restrictions herein contained, does hereby give, grant, bargain, sell and convey unto the Grantee, its successors and assigns forever a Conservation Easement in perpetuity over the Property consisting of the following:

1. The right of visual access to and view of the Property in its natural, scenic and open condition.
- 2. The Grantor's forbearance from taking any of those actions constituting development pursuant to ECL Section 57-0107(13), and the Grantor's forbearance from operations or uses pursuant to ECL Section 57-0107(13)(i-xv) unless such operations or uses are otherwise expressly reserved herein.
3.
 - a. The right of the Grantee, its respective agents, employees or other representatives, to enforce this Conservation Easement in an action at law or in equity or both.
 - b. The right of the State of New York, the County of Suffolk, the Township in which the Property is situated or their respective agents, employees or other representatives, exercising a third party enforcement right, to enforce this Conservation Easement in an action at law or in equity or both.
 - 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 construction activity, change in topography, development as defined by ECL Section 57-0107(13) or operations or uses not constituting development pursuant to ECL Section 57-0107(13)(i-xv) on the Property unless otherwise expressly reserved herein.
2. There shall be no alteration of the vegetation on the Property within the areas labeled "Woods & Understory" which exist, as of the date first written above, between the Property's boundaries and a line labeled "Edge of Clearing Typ." as shown on the May 6, 2015 survey of the Property prepared by Nathan Taft Corwin III, Land Surveyor, last dated December 31, 2016, (the "Survey").
3. There shall be no alteration or expansion of any structure, as that term is defined by the Town of Southampton Code (collectively hereinafter "Structure"), existing as of the date first written above and shown on the Survey unless otherwise expressly reserved herein.
4. There shall be no increase in the Property's design sewage flow rate as calculated on the date first written above and as defined by the Suffolk County Department of Health Services, (hereinafter "Design Sewage Flow") which consists of the sanitary flow generated by two single occupancy bathrooms.
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 and/or regulation.

6. No item of any kind or description shall be placed or stored in the areas labeled as "Woods & Understory" on the Survey and/or in the cleared areas identified on the Survey by the words "Truck Bodies" and "Truck" and "Trailer." Grantor shall, at its own cost and expense, comply with the revegetation requirements specified in Exhibit B, attached hereto and made a part hereof.

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 all applicable federal, state or local law, ordinance, rule and/or regulation and does not constitute development as defined in ECL Section 57-0107(13).
- 3. The right to use the Property for operations or uses described in ECL Section 57-0107(13) (i, ii and vi) upon the prior written approval of the Commission, and applicable Federal, State, and local agencies with jurisdiction of the proposed activity, or environmental restoration projects commenced by the Grantor or his heirs, 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 such use.
- 4. The right to use the Structure or the Property for their existing uses and for any other lawful purpose, not constituting development or non-development under Article 57 of the ECL, and in accordance with the terms of this Easement. Such use shall conform with all applicable law, ordinances, rules and regulations. Notwithstanding, anything to the contrary, Grantor shall not change the use of any Structure or the Property, without giving Grantee thirty (30) days advanced written notice and receiving Grantee's written approval of the same, which approval shall not be unreasonably withheld or conditioned.

5. The right to maintain, modify, repair or replace the Structure provided such maintenance, modification repair, or replacement does not increase the size of a Structure in any manner, including a Structure's height, area, volume, and/or relocate the footprint of the Structure or cause the alteration of the "Woods & Understory." Notwithstanding, anything to the contrary, Grantor shall not modify, repair or replace any Structure, without receiving the prior written approval of the Commission and all other applicable Federal, State, and local agencies with jurisdiction of the proposed activity. Absent a required approval, Grantor may not undertake such use.
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 their successors.

Miscellaneous

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

3. Any provision of this Conservation Easement restricting Grantor's activities, which is determined to be invalid or unenforceable by a court, shall not be rendered a nullity. Instead, that provision shall be reduced or limited to whatever extent that the court determines will make it enforceable and effective. Any other provision of this Conservation Easement which is determined to be invalid or unenforceable by a court shall be severed from the other provisions, which shall remain enforceable and effective.
4. Regardless of any contrary rule of construction, no provision or alleged ambiguity of this Conservation Easement shall be construed in favor of one of the parties because it was drafted by the other party's attorney. If any provision of this Conservation Easement is ambiguous or shall be subject to two or more interpretations, one of which would render that provision invalid, then that provision shall be given such interpretation as would render it valid and consistent with the purposes of this Conservation Easement as intended by Grantor. Any rule of strict construction designed to limit the breadth of the restrictions on use of the Property shall not apply in the construction or interpretation of this Conservation Easement, and, this Conservation Easement shall be interpreted broadly to effect the purposes of this Conservation Easement as intended by Grantor. The parties intend that this Conservation Easement, which is by nature and character primarily negative in that Grantor has restricted and limited Grantor's right to use the Property, except as otherwise recited herein, be construed at all times and by all parties to effectuate its purposes.
5. This Conservation Easement can be terminated only in accordance with the law of the State of New York applicable to the termination of easements and covenants running with the land. This Conservation Easement may be modified only upon the written consent of both Grantor and Grantee, or their successors, heirs, representatives or assigns. Grantor and Grantee recognize that circumstances could arise which would justify the modification of certain of the restrictions contained herein. To this end, Grantee and Grantor shall mutually have the right, in their sole discretion, to agree to amendments to this Conservation Easement which are not inconsistent with the basic purpose of this Conservation Easement, provided, however, that the Grantee shall have no right or power to agree to any amendments hereto that would result in this Conservation Easement failing to qualify as a valid conservation easement under ECL, Title 3, Article 49 as the same may be hereafter amended.
6. The Grantor agrees that the terms, conditions, restrictions and purposes of this Conservation Easement shall continue as a servitude running in perpetuity with the Property and will be incorporated by reference in any subsequent deed or other legal instrument by which the Grantor divests himself of either the fee simple title to or his possessory interest in the Property or any portion thereof specifically setting forth the date, and the liber and page of the Suffolk County Clerk's records of the recording hereof.

7. Any notices required in this Conservation Easement shall be written. Notices shall be given either by manual delivery or by mailing in a mail receptacle maintained by the United States Postal Service. Mailed notices must be contained in an accurately addressed, sealed envelope, marked for delivery by first class registered or certified mail, with sufficient prepaid postage affixed and with return receipt requested. Mailed notice to the Grantor shall be addressed to Grantor's address as recited herein or to any such other address as the Grantor may designate by notice in accordance with this section. Mailed notice to the Grantee shall be addressed to Grantee's address as recited herein or to any such other address as the Grantee may designate by notice in accordance with this section.
8. It is understood and agreed by the Parties hereto that the Grantor, his successors, heirs and assigns, shall not be liable for any changes to the Property caused by any natural disaster or Act of God.
9. The Grantor does further covenant and represent that the Grantor is seized of the Property in fee simple and has good right to grant and convey the aforesaid Conservation Easement, that the Property is free and clear of any and all encumbrances, other than those of record, and that the Grantee shall have the use of, and enjoy all of the benefits derived from and arising out of, the aforesaid Conservation Easement.
10. The parties hereto recognize and agree that the benefits of this Conservation Easement are in gross and assignable, and the Grantee hereby covenants and agrees that any transferee or assignee will be an organization or public body qualified to hold a Conservation Easement pursuant to ECL, Title 3, Article 49, as the same may be hereafter amended, and the regulations promulgated thereunder.
11. All references to statutory provisions of Article 57 shall be as such provisions were in effect on the date of execution of this Conservation Easement.
12. This grant is made in the regular course of business actually conducted by the Grantor and upon the consent of all its stockholders.

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

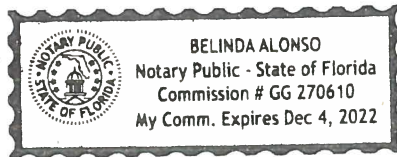
Patricia Tuccio
Patricia Tuccio

Patricia Tuccio
STATE OF Florida)
COUNTY OF Sarasota) ss.:

On the 20th day of September in the year 2019, before me, the undersigned Notary Public, personally appeared Patricia Tuccio personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed in the within instrument and acknowledged to me that she executed the same in her capacity, that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the city of Sarasota.

(Insert city or other political subdivision and the state or country or other place the acknowledgment was taken).

[Signature]
Notary Public

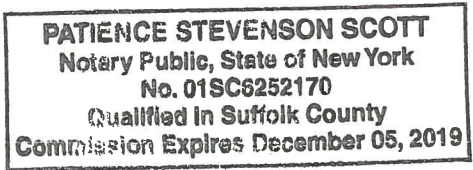


Edwin F. Tuccio

Edwin F. Tuccio
STATE OF NEW YORK)
COUNTY OF Suffolk ss.:

On the 19 day of September in the year 2019 before me, the undersigned, a notary public in and for said state, personally appeared Edwin F. Tuccio, 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.

[Signature]
Notary Public



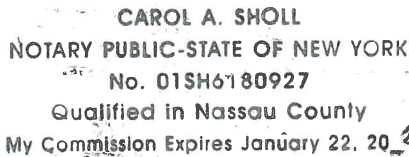
Central Pine Barrens Joint Planning and Policy Commission

By: [Signature]
John W. Pavacic, Executive Director

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

On the 18th day of October in the year 2019 before me, the undersigned, a notary public in and for said state, personally appeared John W. Pavacic, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Carol A. Sholl
Notary Public



Carol A. Sholl
Notary Public - State of New York
No. 01SH6180927
Qualified in Nassau County
my Commission expires
January 22, 2020



ABSTRACTS, INCORPORATED™

Residential & Commercial Title Insurance since 1984

as agent for

Fidelity National Title Insurance Company

SCHEDULE A DESCRIPTION

Title Number: 12-85210

Page: 1

ALL that certain plot piece or parcel of land, situate, lying and being in the Town of Southampton, County of Suffolk and State of New York, being more particularly bounded and described as follows:

BEGINNING at an interior point at the southeast corner of the herein described premises of the division line between Lot Nos. 25 and 26 on the "Quogue Purchase Last Division", said point or place of beginning being also at the intersection of the westerly side of land now or formerly of East Quogue Mobile Home Park, Inc. and the northerly side of land known as parcel E in the deed conveyed to The Nature Conservancy and recorded in the Suffolk County Clerk's Office in Liber 11798 cp 627 as corrected by Liber 11805 cp 38.

RUNNING THENCE from said point or place of beginning along land now or formerly of The Nature Conservancy, the following seven (7) courses and distances:

- 1) South 73 degrees 35 minutes 55 seconds west, 408.10 feet;
- 2) South 16 degrees 18 minutes 38 seconds east, 498.95 feet;
- 3) South 73 degrees 38 minutes 41 seconds west, 126.00 feet;
- 4) South 16 degrees 18 minutes 38 seconds, deed (03 seconds, survey) east, 89.00 feet;
- 5) South 73 degrees 38 minutes 41 seconds west, 1,381.94 feet;
- 6) North 16 degrees 25 minutes 54 seconds west, 518.84 feet;
- 7) South 70 degrees 58 minutes 20 seconds west, 95.44 feet;

THENCE north 09 degrees 10 minutes 30 seconds east, 130.48 feet to other land now or formerly of The Nature Conservancy;



ABSTRACTS, INCORPORATED™

Residential & Commercial Title Insurance since 1984

as agent for

Fidelity National Title Insurance Company

SCHEDULE A DESCRIPTION

Title Number: 12-85210

Page: 2

DESCRIPTION – CONTINUED

THENCE along said last mentioned land, the following eight (8) courses and distances:

- 1) North 70 degrees 58 minutes 20 seconds east, 59.25 feet;
- 2) North 53 degrees 31 minutes 15 seconds east, 226.13 feet;
- 3) North 16 degrees 27 minutes 30 seconds west, 486.07 feet;
- 4) North 09 degrees 10 minutes 30 seconds east, 187.00 feet;
- 5) North 73 degrees 37 minutes 50 seconds east, 555.23 feet;
- 6) South 16 degrees 15 minutes 11 seconds east, 80.00 feet;
- 7) North 73 degrees 40 minutes 44 seconds east, 1,211.81 feet;
- 8) South 16 degrees 15 minutes 25 seconds east, 368.73 feet, deed (south 14 degrees 22 minutes 37 seconds east, 356.45 feet, per survey) to land now or formerly of East Quogue Mobile Home Park, Inc. and the division line between Lot Nos. 25 and 26 on the "Quogue Purchase Last Division" first above mentioned;

THENCE along said last mentioned land and the last mentioned division line, south 09 degrees 41 minutes 10 seconds west, 367.19 feet to the point or place of BEGINNING.

The above description is based on a certified survey by Nathan Taft Crowin III Land Surveyor dated 7/27/94, last revised 11/15/16.

Exhibit A



Central Pine Barrens Joint Planning and Policy Commission

Conservation Easement Sign Specifications



Conservation Easement Property



**CENTRAL
PINE
BARRENS**

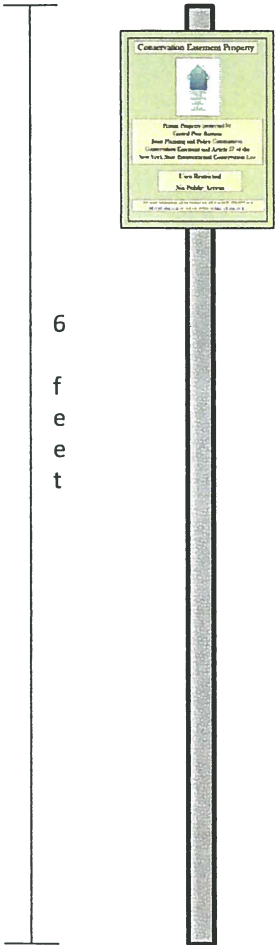
JOINT
PLANNING
&
POLICY
COMMISSION

**Private 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
No Public Access**

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

Front View



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 A

Legend



proposed signs

Aerial 2016

110 55 0 110 Feet

Central Pine Barrens Conservation Easement Sign Location Map

Note: For general reference only



Exhibit B
Tuccio Conservation Easement Boundary Plantings



Exhibit B

Legend

— proposed planting area

Aerial 2016

100 50 0 100 Feet



Central Pine Barrens Conservation Easement Planting Location Map

Note: For general reference only

Tuccio Conservation Easement Boundary Plantings Requirements

1. All plantings installed by Grantor shall consist of native pitch pine (*Pinus rigida*) trees, of local genotype (native to Long Island, New York), which shall be a minimum of 7 Gallon or 2-inch to 2.5-inch caliper ball and burlap. Trees shall be planted at a spacing of no greater than 5 feet on center in the locations specified on this Exhibit. If native genotypes are not commercially available then substitute genotypes may be considered but first must be approved in writing by the Commission. The source of plant material (e.g. nursery from which plants derived) shall be provided to and must be approved by the Commission prior to purchase and use.
2. Pitch pines shall be planted by Grantor on or after August 15, 2019 and said planting must be completed by October 7, 2019. Grantor must notify the Commission once the planting is completed. Commission staff may inspect the planting. If so, Commission staff may require Grantor to adjust the planting and if so, Grantor shall make the required adjustment promptly and at its own cost and notify the Commission after the adjustment is complete. The Commission staff may again inspect the planting and may require further adjustment. This cycle shall continue until the Commission approves, in writing, the planting.
3. Planted pitch pine trees shall be watered by Grantor immediately following planting and shall be properly irrigated with drip line irrigation or water truck, until first frost following planting, to help ensure establishment. Irrigation should be applied so as to not cause erosion and may cease after trees are well established.
4. Grantor shall guarantee a three year survival of at least of 80% of the pitch pines. If fewer than 80% of the plantings survive, Grantor shall supplement the plantings to maintain an 80% survival rate. The 3-year time period shall commence upon Commission approval of the planting. If any tree mortality occurs prior to the end of the 3-year time period, the area shall be revegetated again and a new 3-year time period will commence, again, after the last tree is planted. And, the approval process set forth in #2 above shall apply.