



SUFFOLK COUNTY CLERK
 RECORDS OFFICE
 RECORDING PAGE

Type of Instrument: EASEMENT
 Number of Pages: 11
 Receipt Number : 19-0123071
 TRANSFER TAX NUMBER: 18-36808

Recorded: 07/02/2019
 At: 09:19:18 AM
 LIBER: D00013017
 PAGE: 744

District: 0200 Section: 499.00 Block: 01.00 Lot: 020.000

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	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: 18-36808

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

JUDITH A. PASCALE
 County Clerk, Suffolk County

Conservation Easement

THIS INDENTURE, made this 14 day of May, 2019,

Witnesseth:

WHEREAS, Armand Gustave LLC, with offices at 65 Hollow Road, Stony Brook, New York 11790, as to 50% interest and James P. Eagan, 65 Hollow Road, Stony Brook, New York 11790, as to 50% interest (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 11798, 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 August 10, 2017 in the amount of 0.10 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 on the Property's boundaries.

Enforcement pursuant to (a) and (b) herein above shall not be defeated because of any subsequent adverse possession, laches, estoppel or waiver. Grantee or any

party with a third party enforcement right or their respective agents, employees or other representatives shall be permitted access, if necessary, to cross other lands retained by the Grantor, and to enter upon the Property at all reasonable times but solely for the purpose of inspection in order to enforce and assure compliance with the terms and conditions herein contained. Grantee, its agents, employees or other representatives, agree to give Grantor reasonable advance notice of its intention to enter and inspect the Property, and further such entrance and inspection shall be in a reasonable manner and at reasonable times. Furthermore, Grantor shall provide any third party with enforcement rights, or its agents, representatives or employees, access to cross other lands retained by Grantor, and permission to enter upon the Property, upon receipt of advance notice of such third party's intention to enter and inspect. Such entrance and inspection shall be in a reasonable manner and at reasonable times.

Covenants

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

1. There shall be no construction activity, alteration of vegetation or change in topography, no development as defined by ECL Section 57-0107(13) and no operations or uses not constituting development pursuant to ECL Section 57-0107(13)(i-xv), unless otherwise expressly reserved herein.
2. There shall be no storing, dumping, discharging or placing of any substance in or on the Property in contravention of any applicable federal, state or local law or ordinance.

Reserved Rights

NEVERTHELESS, and notwithstanding any of the foregoing provisions to the contrary and as expressly limited herein, the Grantor reserves for himself, his heirs, successors and assigns the following reserved rights in addition to all those rights previously retained, reserved and defined herein, which may be exercised without written notice to the Grantee except as noted below.

1. The right of exclusive possession of the Property.
2. The right to use the Property for passive recreational activities such as, but not limited to, hunting, fishing, camping, hiking and activities associated therewith so

long as such activities conform to local zoning regulations and do not constitute development as defined in ECL Section 57-0107(13).

3. The right to use the Property for operations or uses described in ECL Section 57-0107(13) (i, ii and vi) upon approval of applicable Federal, State, and local agencies and upon the approval of the Commission, or environmental restoration projects commenced by the Grantor or his heirs, successors or assigns upon approval of applicable Federal, State, and local agencies and upon the approval of the Commission.
4. The right to sell, give or otherwise convey the Property or, consistent with the Covenants herein, any portion or portions of the Property, subject to the terms of this Conservation Easement. The Grantor, upon the sale, gift or other conveyance of his fee interest in the Property, shall have no further obligations or liabilities under this Conservation Easement. Grantor shall promptly notify Grantee of any conveyance of any interest in the Property, including the full names and mailing addresses of all Grantees, and the individual principals thereof, under any such conveyance. The instrument of any such conveyance shall specifically set forth that the interest thereby conveyed is subject to this Conservation Easement, without modification or amendment of the terms of this Conservation Easement, and shall incorporate this Conservation Easement by reference, specifically setting forth the date, office, liber and page of the recording thereof. The failure of any such instrument to comply with the provisions hereof shall not affect Grantee's rights hereunder.

Rights of the Public

Nothing contained in this Conservation Easement shall give or grant to the public a right to enter upon or to use the Property or any portion thereof where no such right existed in the public immediately prior to the execution of this Conservation Easement except as may be granted by the Grantor herein or their successors.

Miscellaneous

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

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

given either by manual delivery or by mailing in a mail receptacle maintained by the United States Postal Service. Mailed notices must be contained in an accurately addressed, sealed envelope, marked for delivery by first class registered or certified mail, with sufficient prepaid postage affixed and with return receipt requested. Mailed notice to the Grantor shall be addressed to Grantor's address as recited herein or to any such other address as the Grantor may designate by notice in accordance with this section. Mailed notice to the Grantee shall be addressed to Grantee's address as recited herein or to any such other address as the Grantee may designate by notice in accordance with this section.

8. It is understood and agreed by the Parties hereto that the Grantor, his successors, heirs and assigns, shall not be liable for any changes to the Property caused by any natural disaster or Act of God.
9. The Grantor does further covenant and represent that the Grantor is seized of the Property in fee simple and has good right to grant and convey the aforesaid Conservation Easement, that the Property is free and clear of any and all encumbrances, other than those of record, and that the Grantee shall have the use of, and enjoy all of the benefits derived from and arising out of, the aforesaid Conservation Easement.
10. The parties hereto recognize and agree that the benefits of this Conservation Easement are in gross and assignable, and the Grantee hereby covenants and agrees that any transferee or assignee will be an organization or public body qualified to hold a Conservation Easement pursuant to ECL, Title 3, Article 49, as the same may be hereafter amended, and the regulations promulgated thereunder.
11. All references to statutory provisions of Article 57 shall be as such provisions were in effect on the date of execution of this Conservation Easement.
12. This grant is made in the regular course of business actually conducted by the Grantor and upon the consent of all its stockholders.

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

Armand Gustave LLC

By: [Signature]
Armand G. Eagan, Member

[Signature]
James P. Eagan

STATE OF NEW YORK)
COUNTY OF SUSSEX ss.:

On the 13th day of May in the year 2019 before me, the undersigned, a notary public in and for said state, personally appeared Armand G. Eagan, 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

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


STATE OF NEW YORK)
COUNTY OF Suffolk ss.:

On the 12th day of May in the year 2019 before me, the undersigned, a notary public in and for said state, personally appeared James P. Eagan, 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

PETER M ZACK
Notary Public, State of New York
No. 01ZA4849721
Qualified in Suffolk County
Commission Expires January 20, 2022

Central Pine Barrens Joint Planning and Policy Commission

By: 
John W. Pavacic, Executive Director

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

On the 14th day of May 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.


Notary Public

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

Schedule A

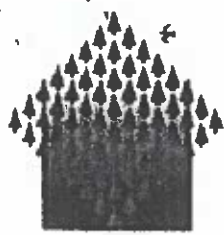
All that certain plot, piece, or parcel of land, situate, lying and being in the Town of Brookhaven, County of Suffolk and State of New York, designated as Lots 316 to 320 inclusive, on Map of Highland Park, LeRoy Realty Corp., Map 335, Plat 19C, as per map filed in the Suffolk County Clerk's Office in Riverhead, New York on February 16, 1910.

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 parcels being and intended to be the same as described in a deed dated July 20, 2017 and recorded on August 2, 2017 at Liber 12923 Page 83 in the Office of the County Clerk of Suffolk County.

SCTM #200-499-1-20





**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://ph.state.ny.us/>