

DRAFT
Addendum to the Draft Staff Report for the Central Pine Barrens Commission
Public Hearing held on September 20, 2023

CVE North America at Westhampton Property Solar Facility
Core Preservation Area Hardship Application

Commission Meeting of October 18, 2023

In response to the Applicant's public hearing testimony and the supplemental material received on October 5, the Commission supplements its draft staff report to include precedent matters on conservation easement modification requests.

Since 1993 there has been only one property with a conservation easement that has been the subject of an easement being amended. It is Camp Wauwepex, the Nassau County Boy Scout Camp, in Wading River, in the Core Preservation Area, in the Town of Riverhead.

In 2008, the Boy Scouts granted a conservation easement to the Commission on approximately 400 acres as part of a Pine Barrens Credit application process. The Scouts received approximately 100 Pine Barrens Credits. A copy of the easement is attached. The easement has been modified twice.

The easement's "Covenants" restrict development activities unless expressed in the reserved rights. The easement's "Reserved Rights" allow the Scouts to maintain and replace structures and to build buildings that were identified in the easement as "future" structures.

In the first instance, in 2013, the Boy Scouts made a request to repair, replace and reconstruct the dining hall when a catastrophic fire occurred in the dining hall that required it to be demolished and reconstructed. The reconstruction occurred in the same clearing envelope except for one (1) additional square foot in the structure. The activity involved no clearing or disturbance to existing natural vegetation, no increase in sanitary flow or other permit modifications. It was necessary to reflect the change to the file record in this instance.

In the second instance, in 2020, the Boy Scouts made a request to modify an existing cabin and future cabin. The request was to build a building identified as a future structure in a location different than was specified in the easement. The Scouts reduced the size of a "future" cabin for an addition to an existing cabin. It was necessary to reflect the change to the file record in this instance as well.

The amendments to the Boy Scouts easement represent the exceptionally limited number of instances and magnitude involving amendments to easements in the Commission's 30 year history. The amendments resulted in no development activity, no significant adverse environmental impacts on the property and were consistent with the terms of the easement. The requests maintained the spirit and intent of the easement while accommodating the continued use of a property in a manner consistent with the conservation easement.



SUFFOLK COUNTY CLERK
RECORDS OFFICE
RECORDING PAGE

Type of Instrument: EASEMENT

Number of Pages: 13

Receipt Number : 08-0121190

TRANSFER TAX NUMBER: 08-11889

Recorded: 12/23/2008
At: 11:39:56 AM

LIBER: D00012575
PAGE: 754

District:
0600

Section:
075.00

Block:
03.00

Lot:
010.003

EXAMINED AND CHARGED AS FOLLOWS
\$0.00

Used Amount:

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: 08-11889

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

Judith A. Pascale
County Clerk, Suffolk County

1 2

Number of pages

TORRENS

Serial #

Certificate #

Prior Ctf. #

RECORDED
2008 Dec 23 11:39:56 AM
Judith A. Pascale
CLERK OF
SUFFOLK COUNTY
L 000012575
P 754
DT# 08-11889

Deed / Mortgage Instrument

Deed / Mortgage Tax Stamp

Recording / Filing Stamps

3

FEES

Page / Filing Fee

Handling 5.00

TP-584

Notation

EA-5217 (County)

EA-5217 (State)

R.P.T.S.A.

Comm. of Ed. 5.00

Affidavit

Certified Copy

Reg. Copy

Other

Sub Total

Sub Total

Grand Total



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

Transfer Tax

Mansion Tax

The property covered by this mortgage 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.

4 District

0600 07500 0300 010003

3

5

Community Preservation Fund

Real

Property

Tax Service

Agency

Verification



Consideration Amount \$

CPF Tax Due \$

Improved

Vacant Land

TD

TD

TD

6 Satisfaction/Discharges/Release List Property Owners Mailing Address

RECORD & RETURN TO:

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

7

Title Company Information

Co. Name Advantage Title

Title # 12-AS-35736

8

Suffolk County Recording & Endorsement Page

This page forms part of the attached Conservation Easement made by:

(SPECIFY TYPE OF INSTRUMENT)

Nassau County Council Boy Scouts of America Incorporated

The premises herein is situated in
SUFFOLK COUNTY, NEW YORK.

TO

In the Township of Riverhead

Central Pine Barrens Joint Planning and Policy Commission

In the VILLAGE

or HAMLET of

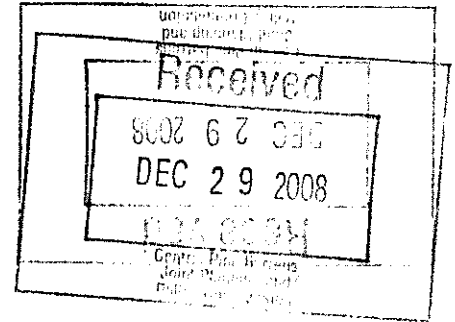
BOXES 6 THROUGH 8 MUST BE TYPED OR PRINTED IN BLACK INK ONLY PRIOR TO RECORDING OR FILING.

(over)



CC #: C08-33148

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 **12/23/2008** under Liber **D00012575** and Page **754** 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 **12/23/2008**

SUFFOLK COUNTY CLERK

Judith A. Pascale

JUDITH A. PASCALE

SEAL

Conservation Easement

THIS INDENTURE, made this 18 day of December, 2008,

Witnesseth:

WHEREAS, Nassau County Council Boy Scouts of America Incorporated, with offices at 544 Broadway, Massapequa, New York 11758, hereinafter called the Grantor is the owner in fee simple of certain real property, hereinafter called the "Property," which has ecological, scientific, groundwater recharge, scenic, educational, recreational and aesthetic value (the "Natural Values") in its present state as a natural area which property is partly located in the Town of Riverhead in the County of Suffolk, State of New York, which property is more particularly described as follows:

See Schedule A annexed hereto

SCTM: WHEREAS, the Central Pine Barrens Joint Planning and Policy Commission (the
600 "Commission"), with offices at P.O. Box 587, 3525 Sunrise Highway, 2nd Floor, Great River,
75 New York 11739-0587, was created pursuant to the Long Island Pine Barrens Protection Act of
3 1993 (the "Act") codified in New York Environmental Conservation Law Article 57 ("Article
10.003 57"), is hereinafter described as the "Grantee;" and

WHEREAS, the Central Pine Barrens is a 100,000 acre area within the central and eastern portions of New York's Suffolk County which includes parts of the towns of Brookhaven, Riverhead and Southampton, and which is divided into two areas, the Core Preservation Area (the "Core") and the Compatible Growth Area (the "CGA"), as delineated in Article 57; and

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

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

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

WHEREAS, Grantor currently uses the Property for scouting activities and wishes to continue this use and maintain the existing facilities and structures associated with or necessary for such use, 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 December 18, 2008 in the amount of 99.78 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 as same existed on the date first written above.
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.

Enforcement pursuant to (a) and (b) hereinabove shall not be defeated because of any subsequent adverse possession, laches, estoppel or waiver. Grantee or any party with a third party enforcement right or their respective agents, employees or other representatives shall be permitted access, if necessary, to cross other lands

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

Covenants

In furtherance of the foregoing affirmative rights, the Grantor makes the following covenants, on behalf of it, its successors, 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 itself, its successors and assigns the following reserved rights in addition to all those rights previously retained, reserved and defined herein, which may be exercised without written notice to the Grantee.

1. The right of exclusive possession of the Property.
2. The right to use the Property for passive recreational activities such as, but not limited to, hunting, 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) and do not involve material alteration of native vegetation, involve construction or does not have the potential to result in the increased generation sewage or involve construction.

3. The right to use the Property for scouting activities so long as such activities conform to local zoning regulations and do not constitute development as defined in ECL Section 57-0107(13) and do not materially alter the Property's vegetation.
4. The right to maintain, modify or replace the facilities or structures existing on or in the Property as of the date first written above and shown on the survey entitled Survey for Schiff Scout Reservation Camp Wauwepex, Certified Survey with Photo Overlay, prepared by Young and Young, and last dated October 21, 2008 and as also described in Schedule B attached hereto and made a part hereof and associated with or necessary for the scouting activities provided such maintenance, modification or replacement does not increase the size of the facility or structure or relocate the footprint of the facility or structure or materially alter the Property's vegetation. Grantor may not modify or replace an existing facility or structure in a manner that increases the structure or facility's design sewage flow rate as defined by the Suffolk County Department of Health Services, (hereinafter "Design Sewage Flow") as the same may be modified from time to time. Notwithstanding, anything to the contrary, Grantor shall not modify or replace any existing facility or structure without giving Grantee thirty (30) days advanced written notice.
5. The right to construct, maintain, modify, repair or replace the facilities or structures identified as "Future" structures as shown on the survey entitled Survey for Schiff Scout Reservation Camp Wauwepex, Certified Survey with Photo Overlay, prepared by Young and Young, and last dated October 21, 2008 provided the construction, maintenance, modification, repair or replacement of such structures does not increase the Design Sewage Flow of the Property beyond the Design Sewage Flow of the Property as the same existed on the day first written above. Notwithstanding, anything to the contrary, Grantor shall not construct any facility or structure identified as "Future" structure without giving Grantee thirty (30) days advanced written notice.
6. 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.

Grantor shall have the right to remove vegetation that poses a risk to the health, safety or welfare of Grantor or its invitees or guests. Grantor shall obtain the approval of the Commission or its successors or assigns prior to removing any such vegetation, which approval shall not be unreasonably withheld, unless an emergency condition exists which requires the immediate removal of the

vegetation and makes providing such notice impracticable. In such event, the Grantor shall notify the Commission within five (5) business days of the removal.

7. The right to sell, give or otherwise convey the Property or, consistent with the Covenants herein, any portion or portions of the Property, subject to the terms of this Conservation Easement. The Grantor, upon the sale, gift or other conveyance of his fee interest in the Property, shall have no further obligations or liabilities under this Conservation Easement. Grantor shall promptly notify Grantee of any conveyance of any interest in the Property, including the full names and mailing addresses of all Grantees, and the individual principals thereof, under any such conveyance. The instrument of any such conveyance shall specifically set forth that the interest thereby conveyed is subject to this Conservation Easement, without modification or amendment of the terms of this Conservation Easement, and shall incorporate this Conservation Easement by reference, specifically setting forth the date, office, liber and page of the recording thereof. The failure of any such instrument to comply with the provisions hereof shall not affect Grantee's rights hereunder.

Rights of the Public

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

Miscellaneous

1. The parties hereto understand and agree that all the terms and provisions of ECL, Title 3, Article 49, as the same may be hereafter amended, entitled Conservation Easements, shall apply to this Conservation Easement.
2. This Conservation Easement contains the entire understanding between its parties concerning its subject matter. Any prior agreement between the parties concerning its subject matter shall be merged into this Conservation Easement and superseded by it.
3. Any provision of this Conservation Easement restricting Grantor's activities, which is determined to be invalid or unenforceable by a court, shall not be rendered a nullity. Instead, that provision shall be reduced or limited to whatever extent that the court determines will make it enforceable and effective. Any other provision of this Conservation Easement which is determined to be invalid or unenforceable by a court shall be severed from the other provisions, which shall remain enforceable and effective.
4. Regardless of any contrary rule of construction, no provision or alleged ambiguity of this

Conservation Easement shall be construed in favor of one of the parties because it was drafted by the other party's attorney. If any provision of this Conservation Easement is ambiguous or shall be subject to two or more interpretations, one of which would render that provision invalid, then that provision shall be given such interpretation as would render it valid and consistent with the purposes of this Conservation Easement as intended by Grantor. Any rule of strict construction designed to limit the breadth of the restrictions on use of the Property shall not apply in the construction or interpretation of this Conservation Easement, and, this Conservation Easement shall be interpreted broadly to effect the purposes of this Conservation Easement as intended by Grantor. The parties intend that this Conservation Easement, which is by nature and character primarily negative in that Grantor has restricted and limited Grantor's right to use the Property, except as otherwise recited herein, be construed at all times and by all parties to effectuate its purposes.

5. This Conservation Easement can be terminated only in accordance with the law of the State of New York applicable to the termination of easements and covenants running with the land. This Conservation Easement may be modified only upon the written consent of both Grantor and Grantee, or their successors, heirs, representatives or assigns. Grantor and Grantee recognize that circumstances could arise which would justify the modification of certain of the restrictions contained herein. To this end, Grantee and Grantor shall mutually have the right, in their sole discretion, to agree to amendments to this Conservation Easement which are not inconsistent with the basic purpose of this Conservation Easement, provided, however, that the Grantee shall have no right or power to agree to any amendments hereto that would result in this Conservation Easement failing to qualify as a valid conservation easement under ECL, Title 3, Article 49 as the same may be hereafter amended.
6. The Grantor agrees that the terms, conditions, restrictions and purposes of this Conservation Easement shall continue as a servitude running in perpetuity with the Property and will be incorporated by reference in any subsequent deed or other legal instrument by which the Grantor divests itself 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. Grantor may restore the Property to substantially the same condition as existed immediately before the occurrence of such natural disaster or Act of God providing such restoration does not materially alter the Property's vegetation. Grantor may restore or repair facility or structure on the Property damaged by a natural disaster or Act of God but in restoring the facility or structure may not increase the Design Sewage Flow rate of the facility or structure or materially alter the Property's vegetation. Prior to commencing any restoration, Grantor shall submit a restoration plan to the Commission for its review and approval. Grantor shall not undertake any restoration activities without giving Grantee thirty (30) days written notice.
9. The Grantor and Grantor's lessees, representatives, successors, heirs and assigns, shall not apply to the Commission or the Pine Barrens Credit Clearinghouse for a hardship, other permit or Pine Barrens Credits under the Plan or under ECL Article 57 pertaining to the "Schedule A" premises.
10. The Grantor does further covenant and represent that the Grantor is seized of the Property in fee simple and has good right to grant and convey the aforesaid Conservation Easement, that the Property is free and clear of any and all encumbrances, other than those of record, and that the Grantee shall have the use of, and enjoy all of the benefits derived from and arising out of, the aforesaid Conservation Easement.
11. The parties hereto recognize and agree that the benefits of this Conservation Easement are in gross and assignable, and the Grantee hereby covenants and agrees that any transferee or assignee will be an organization or public body qualified to hold a Conservation Easement pursuant to ECL, Title 3, Article 49, as the same may be hereafter amended, and the regulations promulgated thereunder.
12. All references to statutory provisions of Article 57 shall be as such provisions were in effect on the date of execution of this Conservation Easement.

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

Nassau County Council Boy Scouts of
America Incorporated

By: _____

Scott R. Christensen

Central Pine Barrens Joint Planning and
Policy Commission

By: _____

Peter A. Scully, Chairman

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

On the 18th day of December in the year 2008 before me, the undersigned, a notary public in and for said state, personally appeared Scott R. Christensen, 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

JENNIFER D. TOMEI
Notary Public, State of New York
No. 01TO6076195
Qualified in Suffolk County
Commission Expires June 24, 2010

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

On the 18th day of December in the year 2008 before me, the undersigned, a notary public in and for said state, personally appeared Peter A. Scully, 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

JENNIFER D. TOMEI
Notary Public, State of New York
No. 01TO6076195
Qualified in Suffolk County
Commission Expires June 24, 2010

ADVANTAGE TITLE AGENCY, INC.

Title No. 06-AS-35736 (611S21141)

SCHEDULE A

Amended June 21, 2007

ALL that certain plot, piece or parcel of land, situate, lying and being at Wading River, Town of Riverhead, Suffolk County, New York, bounded and described as follows:

BEGINNING at a point on the Southerly side of Port Jefferson-Riverhead Road (a/k/a N.Y.S. Route 25A or Sound Avenue), distant the following three (3) courses and distances from the corner formed by the Easterly side of Manorville-Wading River Road with the Southerly side of Port Jefferson-Riverhead Road:

1. North 81 degrees 49 minutes 10 seconds East 801.45 feet;
2. North 83 degrees 04 minutes 40 seconds East 571.46 feet;
3. North 83 degrees 14 minutes 50 seconds East 701.93 feet;

RUNNING THENCE the following four (4) courses and distances:

1. North 82 degrees 54 minutes 41 seconds East 1692.09 feet;
2. South 07 degrees 07 minutes 57 seconds East 6.92 feet;
3. North 83 degrees 50 minutes 44 seconds East 705.37 feet;
4. North 82 degrees 57 minutes 22 seconds East 200.35 feet;

THENCE South 07 degrees 08 minutes 06 seconds East 4298.28 feet;

THENCE South 81 degrees 05 minutes 32 seconds West 900.54 feet;

THENCE South 30 degrees 18 minutes 32 seconds West 788.46 feet;

THENCE North 07 degrees 07 minutes 38 seconds West 182.35 feet;

FOR
CONVEYANCING
ONLY

The policy to be issued under this report will insure the title to such buildings and improvements erected on the premises which by law constitute real property.

TOGETHER with all the right, title and interest of the party of the first part, of, in and to the land lying in the street in front of and adjoining said premises.

ADVANTAGE TITLE AGENCY, INC.

Title No. 06-AS-35736 (611S21141)

SCHEDULE A (continued)

THENCE South 63 degrees 04 minutes 42 seconds West 663.87 feet;

THENCE South 07 degrees 14 minutes 58 seconds East 20.48 feet;

THENCE South 73 degrees 02 minutes 32 seconds West 190.38 feet;

THENCE South 66 degrees 56 minutes 52 seconds West 601.14 feet;

THENCE South 78 degrees 03 minutes 52 seconds West 517.42 feet;

THENCE South 72 degrees 30 minutes 42 seconds West 624.99 feet;

THENCE North 12 degrees 02 minutes 00 seconds West 747.24 feet to a point on the Easterly line of Manorville-Wading River Road;

THENCE North 02 degrees 33 minutes 11 seconds West 911.74 feet;

THENCE North 07 degrees 01 minute 47 seconds West 801.00 feet;

THENCE South 82 degrees 58 minutes 13 seconds West 222.01 feet to a point on the Easterly side of Manorville-Wading River Road;

THENCE along the Easterly side of said road, North 23 degrees 35 minutes 17 seconds West 225.06 feet;

THENCE North 82 degrees 58 minutes 13 seconds East 294.70 feet;

THENCE North 07 degrees 01 minute 47 seconds West 1388.43 feet;

THENCE North 83 degrees 24 minutes 40 seconds East 585.19 feet;

THENCE North 07 degrees 10 minutes 30 seconds West 211.70 feet;

FOR
CONVEYANCING
ONLY

The policy to be issued under this report will insure the title to such buildings and improvements erected on the premises which by law constitute real property.

TOGETHER with all the right, title and interest of the party of the first part, of, in and to the land lying in the street in front of and adjoining said premises.

ADVANTAGE TITLE AGENCY, INC.

Title No. 06-AS-35736 (611S21141)

SCHEDULE A (continued)

THENCE North 83 degrees 14 minutes 17 seconds East 699.14 feet;

THENCE North 05 degrees 54 minutes 24 seconds West 684.01 feet;

THENCE North 08 degrees 29 minutes 22 seconds West 416.11 feet to the point or place of
BEGINNING.

**FOR
CONVEYANCING
ONLY**

The policy to be issued under this report will insure the title to such buildings and improvements erected on the premises which by law constitute real property.

TOGETHER with all the right, title and interest of the party of the first part, of, in and to the land lying in the street in front of and adjoining said premises.

Schedule B

Name of Building or Area	Number of Structures	Dimension of Structure	Number of Toilets	Use now or Future	Future Additions.	Notes
Rangers House	1	36 x 36	1	Residence	2nd story	
Hendrickson Building	1	84' x 32'	2	Shop/Office	N/A	
Maintenance Yard	2	12' x 56' (trailer) 8' x 4' (shed)	0	Storage	Future Bldg. 40' x 60'	N.W. and adjacent to Hendrickson.
Grace Building	1	53' x 30'	1	Temp. Res.	N/A	
Central Latrine	1	10' x 18'	3	Restrooms	N/A	
Kniften Cabin	1	29' x 37'	0	Temp. Res.	N/A	
Christiansen Cabin	1	38' x 24'	0	Temp. Res.	N/A	
Buckskin Lodge	1	36' x 25'	0	Temp. Res.	N/A	
Nature Lodge	1	28' x 28'	0	Temp. Res.	N/A	
Covey Cabin	1	29' x 29'	1	Temp. Res.	N/A	
Hunter Shelter	1	13' x 14'	0	Lean-To	N/A	NE of Hendrickson
Hewlett Building	1	32' x 51'	2	Instruction	N/A	
Noble Cope Course	19	See note	0	Ropes Course	Yes	Training Building
Archery Center	3	See note	0	Archery Course	N/A	(19) Utility Poles for Course
T.R. Pavilion	1	34' x 52'	0	Crafts Instruction	N/A	
Smith Building	1	2412 sqft.	0	Temp. Res.	N/A	
Catholic Chapel	1	29' x 22'	1	Church	N/A	
B.B. Gun Range	1	13' x 91'	0	Shooting Sports	N/A	(1) 12' x 20' (1) 15' x 38' (1) 9' x 62'
Sagamore Cabin	2	24' x 29' Shed 12' x 7'	0	Historic	7' x 15' addition	
Sagamore Ring	6	See note	0	Ceremonial	N/A	55' Ring 8' x 8' memorial 4 Totem Poles 5' Fire Ring
Hayden Hall	1	6303 sqft.	1	Gen. Assembly	N/A	
Caboose	1	50' x 17'	0	Display	N/A	
O.A. Storage	1	20' x 19'	0	Storage	N/A	First structure East of Shooting Rng Range along road.
Shelter	1	20' x 26'	0	Storage	N/A	Structure directly East of O.A. Storage. Adjacent road.
Oceanside Cabin	1	19' x 23'	0	Temp. Res.	N/A	
Levine Shelter	1	17' x 24'	0	Instruction	N/A	Structure directly South of Oceanside Cabin.
House of Deors	1	48' x 22'	15	Restrooms	N/A	Restrooms directly east of Oceanside Cabin.
Family Camping Area	0	375' x 194'	0	Trailer Pads	N/A	Area directly South of House of Deors. East of Caboose.
Pump House 1	1	15' x 12'	0	Water Supply	N/A	West side of pond near DEC access.
Pump House 2	1	9' x 10'	0	Water Supply	N/A	East side of pond, NE of Protestant Chapel.
Reiter Shelter	1	20' x 32'	0	Instruction	N/A	1 story structure in present Climbing Course Area.
O.A. Ring	4	8' Fire Ring, 3 totem poles.	0	Ceremonial	N/A	Wooden Benches
Brotherhood Ring	1	8' Fire Ring	0	Ceremonial	N/A	No improvements.
Guich Bathroom	1	18' x 28'	0	Restrooms	N/A	12 Toilets 2 Urinals
Hickok Cabin	1	25' x 36'	0	Temp. Res.	N/A	
Knifits Cabin	1	36' x 26'	0	Temp. Res.	N/A	
Knifits Campsite	5	See note	0	Campsite	N/A	
Seawall Campsite	0	See note	0	Campsite	N/A	(1) 10' Fire Ring (3) 11' x 13' Lean-To, (1) 20' x 19' cooking shelter.
Adirondack Campsite	6	(5) Lean-To (13' x 14' (1) 8' Fire Ring	0	Campsite	Yes	No longer in use future Lean-To site. Directly N of "Future Cooking"
Indian Rock Campsite	5	(4) Lean-To (1) 8' Fire Ring	0	Campsite	N/A	
Pawnee Rock Campsite	5	(4) Lean-To (1) 8' Fire Ring	0	Campsite	N/A	
Tombstone Campsite	5	(4) Lean-To (1) 8' Fire Ring	0	Campsite	N/A	
Santa Fe Campsite	10	(9) Lean-To (1) 20' Fire Ring	0	Campsite	N/A	
Cripple Creek Campsite	7	(6) Lean-To (1) 18' Fire Ring	0	Campsite	N/A	
Laramie Campsite	7	(6) Lean-To (1) 18' Fire Ring	0	Campsite	N/A	
Pueblo Campsite	0	See note	0	Campsite	Yes	(4) Demolished Lean-To, Future reconstruction.
Pecos Campsite	8	(7) Lean-To (1) 18' Fire Ring.	0	Campsite	N/A	
Stone Council Ring	1	94 diameter	0	Historic	N/A	

Schiff Scout Reservation
Riverhead, NY

Prepared by Nassau County Council Boy Scouts of America (Glenn Gabbard)
Date: December, 2008

CONVEYED

Pine Barrens Credit Clearinghouse

Number: 0600-072

Date Issued: December 30, 2008

Pine Barrens Credit Certificate

issued pursuant to the Long Island Pine Barrens Protection Act
and the *Central Pine Barrens Comprehensive Land Use Plan*

**This certifies that Nassau County Council Boy Scouts of America, Incorporated
hereby owns:**

99.78 Pine Barrens Credits

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



Vice-Chairman, Pine Barrens Credit Clearinghouse

SALE, CONVEYANCE OR TRANSFER
OF
PINE BARRENS CREDITS

Within ten (10) business days, the person (Grantor) selling, conveying, transferring or pledging a Pine Barrens Credit, or any interest therein, or the Buyer (Grantee), shall deliver to the Pine Barrens Credit Clearinghouse this Certificate representing the Credits sold, conveyed, transferred, or pledged.

Upon Clearinghouse receipt, a Certificate will be issued in the name of the new owner(s) (Buyers or Grantees) A new Certificate will be issued to the original owner (Sellers or Grantors) for any residual credits he/she retains.

Grantors (Sellers)

Name: Nassau County Council Bay Sect
Name: of American Incorporated

Address: 544 Broadway, Monticello, NY 11756
City/State/Zip Code: Monticello, NY 11756

Signature: _____

Signature: _____

Grantee (Buyer)

Name: Kremer Avenue Holdings, LLC/Planet Fitness
Address: 116 Kremer Avenue, Poughkeepsie, NY 12601

City/State/Zip Code: Poughkeepsie, NY 12601

Signature: _____

Number of Credits Sold, Conveyed or Transferred: 164 Pine Barrens Credit

Date of Transaction: January 7, 2008

Interest Secured: 164 Pine Barrens Credit

Consideration: \$123,000.00

Attach written evidence of the transaction (e.g., Contract of Sale, Bill of Sale)

PINE BARRENS CREDITS
PLEDGED AS SECURITY

When Pine Barrens Credits are pledged as security for loans, the lending institution shall return this certificate to the Pine Barrens Credit Clearinghouse properly completed, within ten (10) business days.

Upon Clearinghouse receipt, a revised Pine Barrens Certificate reflecting the encumbrance will be re-issued

Owner (Borrower)

Name: _____
Address: _____
City/State Zip Code: _____

Signature: _____

Lending Institution

Name: _____
Address: _____
City/State Zip Code: _____

Amount of loan: _____

Term of Loan: _____

Number of Pine Barrens Credits pledged as collateral: _____

Attach written evidence of the transaction (Note: When Pine Barrens Credits are released as security, the Clearinghouse will again reissue a Pine Barrens Certificate upon notification by the owner and the lender.)

REDEMPTION
OF
PINE BARRENS CREDITS

When Pine Barrens Credits are redeemed in association with a development project approved by a municipal agency, the person redeeming the Pine Barrens Credit or the agency shall return this Certificate to the Pine Barrens Credit Clearinghouse within ten (10) business days of redemption.

Owner (Person Redeeming - name must appear as owner on front of Certificate)

Name: _____
Address: _____
City/State Zip Code: _____

Town in which Pine Barrens Credits are redeemed.

Town: _____

School District in which Redeemed: _____

Suffolk County Tax Map of parcel where Pine Barrens Credits will be redeemed (used): _____

Number of Pine Barrens Credits Redeemed: _____

Credits used for - Sanitary flow, - increased sf or - residential units

Type of Project: - residential - commercial or - industrial

Municipal development approval was issued: _____

Municipal Official issuing development approval: _____

Name: _____

Agency (Town or SCDHS): _____

Signature: _____
Title: _____