



SUFFOLK COUNTY CLERK  
RECORDS OFFICE  
RECORDING PAGE

Type of Instrument: EASEMENT  
Number of Pages: 18  
Receipt Number : 24-0055775  
TRANSFER TAX NUMBER: 23-28562

Recorded: 05/01/2024  
At: 11:25:12 AM  
LIBER: D00013246  
PAGE: 657

|           |          |        |         |
|-----------|----------|--------|---------|
| District: | Section: | Block: | Lot:    |
| 0200      | 849.00   | 01.00  | 015.000 |

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: 23-28562

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

VINCENT PULEO  
County Clerk, Suffolk County

# Conservation Easement

delivered  
3/19/2024

THIS INDENTURE, made this <sup>9<sup>th</sup> of</sup> 1 day of March, 2024,  
^

## Witnesseth:

WHEREAS, Fifty Two Victory, LLC, 75 Western Concourse, Amity Harbor, New York 11701, (hereinafter called the "Grantor") owns certain real property, hereinafter called the "Property," which is more particularly described on Schedule A annexed hereto and made a part hereof, and

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

WHEREAS, the Property is undeveloped and has ecological, scientific, groundwater recharge, scenic, educational, recreational and aesthetic value (the "Conservation Values") in its present state, as further documented in records maintained by the Commission, and

WHEREAS, the Central Pine Barrens is a 106,000 acre area within the central and eastern portions of New York's Suffolk County which includes parts of the towns of Brookhaven, Riverhead and Southampton, and which is divided into two areas, the Core Preservation Area (the "Core") and the Compatible Growth Area (the "CGA"), as delineated in Article 57, and

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

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

preserving the quality of surface and groundwaters, and

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

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

NOW, THEREFORE, Grantor, for and in consideration of the facts above and hereinafter recited including, but not limited to, entitlement to receipt of the Pine Barrens Credits pursuant to Grantor's Letter of Interpretation issued on February 14, 2022, in the amount of 1.0 Pine Barrens Credit, and of the mutual covenants, terms, conditions and restrictions herein contained, does hereby give, grant, bargain, sell and convey unto the Grantee, its successors and assigns forever a Conservation Easement in perpetuity over the Property consisting of the following:

1. The right of visual access to and view of the Property in its natural, scenic and open condition.
2. The Grantor's forbearance from taking any of those actions constituting development pursuant to ECL Section 57-0107(13), and the Grantor's forbearance from operations or uses pursuant to ECL Section 57-0107(13)(i-xv) unless such operations or uses are otherwise expressly reserved herein.
3.
  - a. The right of the Grantee, its respective agents, employees or other representatives, to enforce this Conservation Easement in an action at law or in equity or both.
  - b. The right of the State of New York, the County of Suffolk, the Township in which the Property is situated or their respective agents, employees or other representatives, exercising a third party enforcement right, to enforce this Conservation Easement in an action at law or in equity or both.
  - c. The right of the Grantee, its respective agents, employees or other representatives to install, maintain, repair, and replace, or any combination of thereof all at Grantee's own cost and expense, conservation easement signs in a form substantially similar to those depicted in Exhibit A in the general locations shown on Exhibit A, including the right to cross over the Property at reasonable times and upon reasonable notice to effect this

right.

Enforcement pursuant to (a) and (b) herein above shall not be defeated because of any subsequent adverse possession, laches, estoppel or waiver. Grantee or any party with a third party enforcement right or their respective agents, employees or other representatives shall be permitted access, if necessary, to cross other lands retained by the Grantor, and to enter upon the Property at all reasonable times but solely for the purpose of inspection in order to enforce and assure compliance with the terms and conditions herein contained. Grantee, its agents, employees or other representatives, agree to give Grantor reasonable advance notice of its intention to enter and inspect the Property, and further such entrance and inspection shall be in a reasonable manner and at reasonable times. Furthermore, Grantor shall provide any third party with enforcement rights, or its agents, representatives or employees, access to cross other lands retained by Grantor, and permission to enter upon the Property, upon receipt of advance notice of such third party's intention to enter and inspect. Such entrance and inspection shall be in a reasonable manner and at reasonable times.

## **Covenants**

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

1. The Property will not be divided.
2. No operation or uses constituting development pursuant to ECL Section 57-0107 will occur on the Property unless as otherwise expressly reserved herein.
3. No operation or uses not constituting development pursuant to ECL Section 57-0107 will occur on the Property unless as otherwise expressly reserved in this Easement.
4. The vegetation on the Property will not be altered unless the alteration is expressly permitted by this Easement.
5. No substance will be dumped, released, or discharged in or on the Property in contravention of any federal, state, or local law, ordinance, rule, or regulation, or any combination of the same.
6. No item of any kind or description will be placed or stored on the Property without the prior written approval of the Commission and the Federal, State, and

local agencies with jurisdiction of the proposed activity. Absent a required approval, Grantor may not place or store the item on the Property.

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

## **Reserved Rights**

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

1. The right of exclusive possession of the Property.
2. The right to use the Property for active and passive recreational activities provided the activities conform to federal, state, and local laws, ordinances, rules, regulations and this Easement.
3. The right to use the Property for environmental restoration projects commenced by the Grantor or its successors or assigns upon the prior written approval of the Commission, and applicable Federal, State, and local agencies with jurisdiction of the proposed activity. Absent a required approval, Grantor may not undertake the proposed restoration project.
4. The right to sell, give or otherwise convey the Property or, consistent with the Covenants herein, subject to the terms of this Conservation Easement. Grantor shall promptly notify Grantee of any conveyance of any interest in the Property, including the full names and mailing addresses of all Grantees, and the individual principals thereof, under any such conveyance. The instrument of any such conveyance shall specifically set forth that the interest thereby conveyed is subject to this Conservation Easement, without modification or amendment of the terms of this Conservation Easement, and shall incorporate this Conservation Easement by reference, specifically setting forth the date, office, liber and page of the recording thereof. The failure of any such instrument to comply with the provisions hereof shall not affect Grantee's rights hereunder.

## **Rights of the Public**

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

## **Miscellaneous**

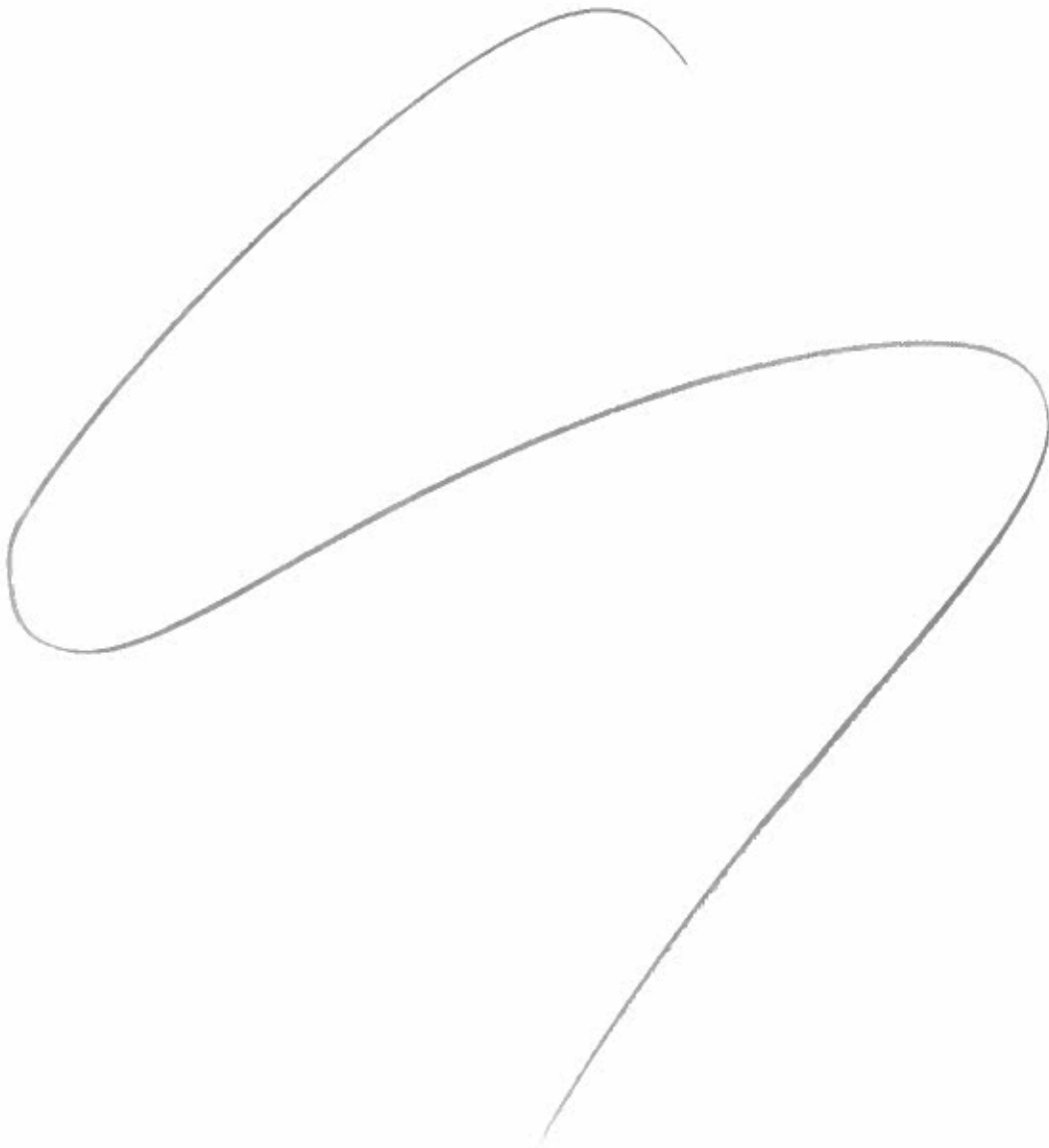
1. The parties hereto understand and agree that all the terms and provisions of ECL, Title 3, Article 49, as the same may be hereafter amended, entitled Conservation Easements, shall apply to this Conservation Easement.
2. This Conservation Easement contains the entire understanding between its parties 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, which precludes development and non-development as defined in this Easement on the Property, and provided, however, that the Grantee shall have no right or power to agree to any amendments hereto that would result in this Conservation Easement failing to qualify as a valid conservation easement under ECL, Title 3, Article 49 as the same may be hereafter amended.

6. The Grantor agrees that the terms, conditions, restrictions and purposes of this Conservation Easement shall continue as a servitude running in perpetuity with the Property and will be incorporated by reference in any subsequent deed or other legal instrument by which the Grantor divests himself of either the fee simple title to or its possessory interest in the Property or any portion thereof specifically setting forth the date, and the liber and page of the Suffolk County Clerk's records of the recording hereof.
7. Any notices required in this Conservation Easement shall be written. Notices shall be given either by manual delivery or by mailing in a mail receptacle maintained by the United States Postal Service. Mailed notices must be contained in an accurately addressed, sealed envelope, marked for delivery by first class registered or certified mail, with sufficient prepaid postage affixed and with return receipt requested. Mailed notice to the Grantor shall be addressed to Grantor's address as recited herein or to any such other address as the Grantor may designate by notice in accordance with this section. Mailed notice to the Grantee shall be addressed to Grantee's address as recited herein or to any such other address as the Grantee may designate by notice in accordance with this section.
8. It is understood and agreed by the parties hereto that the Grantor, its successors, heirs and assigns, shall not be liable for any changes to the Property caused by any natural disaster or Act of God.
9. The Grantor does further covenant and represent that the Grantor is seized of the Property in fee simple and has good right to grant and convey the aforesaid Conservation Easement, that the Property is free and clear of any and all encumbrances, other than those of record, and that the Grantee shall have the use of, and enjoy all of the benefits derived from and arising out of, the aforesaid Conservation Easement.
10. The parties hereto recognize and agree that the benefits of this Conservation Easement are in gross and assignable, and the Grantee hereby covenants and agrees that any transferee or assignee will be an organization or public body qualified to hold a Conservation

Easement pursuant to ECL, Title 3, Article 49, as the same may be hereafter amended, and the regulations promulgated thereunder.

11. All references to statutory provisions of Article 57 shall be as such provisions were in effect on the date of execution of this Conservation Easement.
12. This grant has been made with the unanimous consent in writing of all of the stockholders of the Grantor and is made in the regular course of business actually conducted by the Grantor.



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.

Fifty Two Victory, LLC

  
William Clark, Member

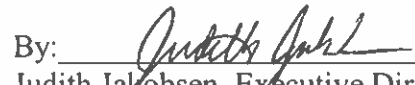
STATE OF NEW YORK )  
COUNTY OF Suffolk ) ss.:

2024 On the 27<sup>th</sup> day of February in the year 2023 before me, the undersigned, a notary public in and for said state, personally appeared William Clark, 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

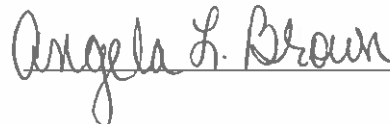
KATHLEEN KAUFMANN  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01KA6403988  
Qualified in Nassau County  
Commission Expires February 10, 2028

Central Pine Barrens Joint Planning and  
Policy Commission

By:   
Judith Jakobsen, Executive Director

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

2024 On the 1<sup>st</sup> day of March in the year 2023 before me, the undersigned, a notary public in and for said state, personally appeared Judith Jakobsen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

, Notary Public

ANGELA L. BROWN  
Notary Public - State of New York  
NO. 0TBR6424331  
Qualified in Suffolk County  
My Commission Expires Nov 1, 2025

## Schedule A

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

BEGINNING at a point on the westerly side of Old River Road distant 100.58 feet northerly from the corner formed by the intersection of the westerly side of Old River Road and the northerly side of Victory Avenue (Sunrise Highway);

RUNNING THENCE from said point and place of beginning, North 83 degrees 44 minutes 30 seconds West, 201.16 feet to Southaven Park;

THENCE along Southaven Park the following two (2) courses and distances:

1. North 0 degrees 03 minutes 50 seconds East, 41.90 feet;
2. North 10 degrees 22 minutes 50 seconds West, 60.88 feet to land now or formerly of Nepsee;

THENCE along land now or formerly of Nepsee, South 83 degrees 44 minutes 30 seconds East, 208.70 feet to the westerly side of Old River Road;

THENCE the following two (2) courses and distances along the westerly side of Old River Road:

1. South 10 degrees 22 minutes 30 seconds East, 19.52 feet;
2. South 0 degrees 03 minutes 50 seconds West, 81.76 feet to the point or place of BEGINNING.

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

Fifty Two Victory, LLC source of title: Deed made by Kathleen Munro dated 12/31/2019 recorded 2/24/2020 in Liber 13049 Page 35 (As to Premises and more)

SCTM #200-849-1-15, Site area: 0.47 acres



Exhibit A



## **Central Pine Barrens Joint Planning and Policy Commission**

### **Conservation Easement Sign Specifications**



# Conservation Easement Property



**CENTRAL  
PINE  
BARRENS**

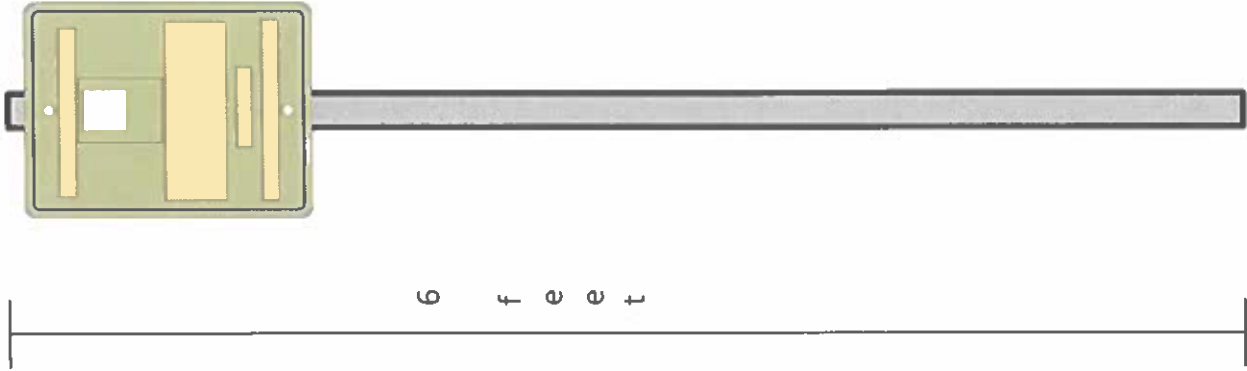
**JOINT  
PLANNING  
&  
POLICY  
COMMISSION**

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

**Uses Restricted**

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

Front View



Side 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-foot-long) Galvanized Delineator Steel Post

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



### Legend



**PB Signs locations**

0 15 30 60 90 120 Feet



Feet

**200-849-1-15**

**River Rd**

**Victory Ave**

**Central Pine Barrens Conservation Easement Signs Location Map**

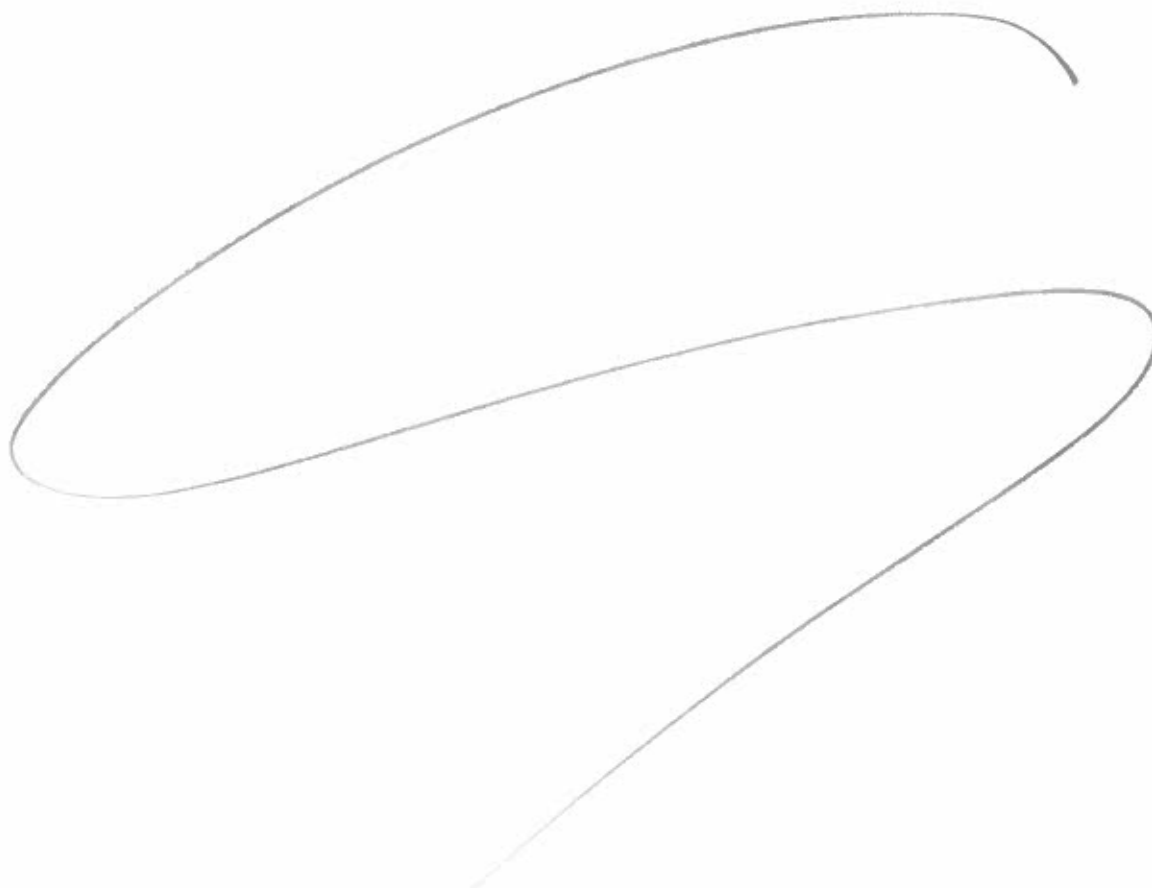
**Note: For general reference only**



## Exhibit B

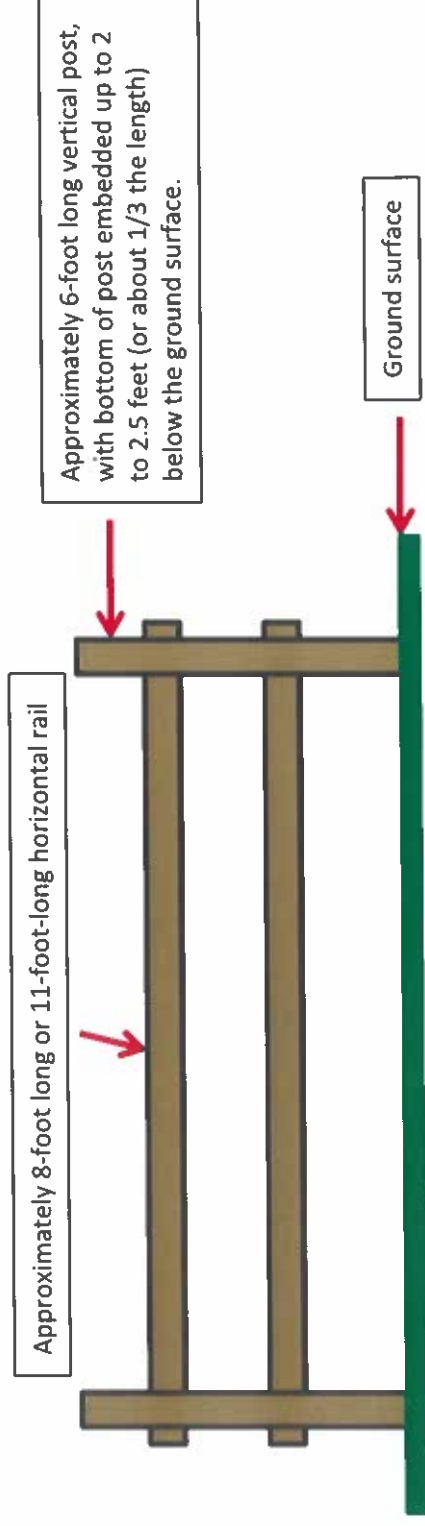
### **Central Pine Barrens Joint Planning and Policy**

### **Commission Conservation Easement Fence Specifications**



# Central Pine Barrens Joint Planning and Policy Commission

## Conservation Easement Fencing Specifications



### Material and Installation Specifications:

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



## Exhibit B

200-849-1-15

River Rd

Victory Ave

### Legend

 proposed fence area

0 10 20 40 60 80 Feet



Central Pine Barrens Conservation Easement Fence Location Map

Note: For general reference only