

REQUEST FOR PROPOSALS



9/17/19

4280 Youngs Avenue, Southold, NY

Peconic Land Trust (“The Trust”) is offering for sale 19.2 acres of prime agricultural land subject to a Town of Southold Development Rights Easement and a Peconic Land Trust Enhanced Easement with Affirmative and Affordable Farming Covenants and Resale Restrictions. This farmland sale is part of the Trust’s effort to make farmland more affordable and accessible for farmers who grow food.

Request for Proposals

4280 YOUNGS AVENUE, SOUTHOLD, NY

ABOUT PECONIC LAND TRUST

The Peconic Land Trust, a 501(c) (3) nonprofit organization, was established in 1983 by John v.H. Halsey and a small group of local residents to ensure the protection of Long Island's working farms, natural lands, and heritage. Since its inception, the Trust has protected more than 13,000 acres of land in concert with landowners, communities, government, and partner organizations. In its 36 year history, the Trust has conserved more working farms on Long Island than any other private conservation organization, and secured millions of dollars from the public and private sectors for land protection.

BACKGROUND

Peconic Land Trust is offering for sale 19.2 acres of prime agricultural land at 4280 Youngs Avenue, Southold. It is subject to a Town of Southold Development Rights Easement and an Enhanced Easement with Affirmative and Affordable Farming Covenants and Resale Restrictions held by the Trust. Our proposed sale would include additional restrictions to be held by the Peconic Land Trust to further restrict the land for food production farming. We believe this will provide an opportunity for a food production farmer to acquire farmland at a more affordable valuation.

The property was purchased by the Trust in March of 2014 from Al and Mary Krupski and included it in our Farms for the Future Initiative. Since its acquisition, the Krupski Farm has been part of the Farms for the Future Leasing Program.

Now the Trust is marketing the property for sale to qualified farmers. As the attached summary states, the Town's Development Rights Easement requires that the property be used for agricultural purposes and the Trust's additional Easement requires that 80% of the farmland be used for food production.

Why is this Important?

Landmark efforts to protect farms and farming in Suffolk County that began in the 1970s are being challenged. In total, over 19,000 of approximately 38,000 acres of farmland in Suffolk County have been protected from residential or commercial development through development restrictions held by Suffolk County, the five East End Towns, and the Peconic Land Trust. For the most part, these restrictions protect the resource but do not assure that protected farmland will be farmed or accessible

to food producers. There has been an increase in the number of non-farmers purchasing protected farmland and taking it out of production. As a consequence, agriculture as we know it, including the production of local food, may very well disappear on Long Island unless aggressive actions are taken.

While the increase in land values, and the increase in non-farmers purchasing farmland has been slower on the North Fork, we have seen the impact that these trends have had on agriculture on the South Fork. We hope to forestall a similar situation from happening on the North Fork. The loss of affordable and accessible farmland could include additional consequences, such as:

1. An increase in federal and state inheritance tax liabilities for farmers that could necessitate the sale of protected farmland at the highest possible price to non-farmers in order to have the resources to pay such taxes;
2. The inability of farmers to afford farmland for food production;
3. A decrease in working farms that provide fresh, locally-produced food to residents and visitors alike
4. The loss of an extraordinary facet of our community character and an important component of our local economy.

PROPERTY DESCRIPTION

The parcel is 19.2-acres of cleared, vacant land in agricultural use. It contains five structures: a Quonset hut, three barns, and a small seasonal farm labor dwelling. It is located in the Agricultural Conservation zone (A-C). The property has historically been farmed for the past 50+ years. It is encumbered with a Deed of Development Rights granted to the Town of Southold and recorded in the office of the Suffolk County Clerk on December 4, 1992 at Liber 11584 at page 191.

The property is currently encumbered with a lease that expires on December 31, 2019. For information concerning this lease, please contact Dan Heston, Director of Agricultural Programs at dheston@peconiclandtrust.org.

Please review the following enclosed information about the property:

- Location map
- Survey
- Soils Map

Summary of Town Development Rights Easement and the Trust's Enhanced Easement with Affirmative Farming Covenant & Affordable Farming Covenant and Resale Restrictions

This property is perpetually subject to the Town's purchase of the Development Rights Easement. This Easement restricts the use of property to "Agricultural Production" as defined in Section 25-30 of Chapter 25 of the Southold Town Code. It further prevents subdivision of the property but may allow

the property to be divided pursuant to applicable provisions of law and upon the approval of the Town Planning Board.

The Enhanced Easement with additional restrictions, herein referred to as *Affirmative & Affordable Farming Covenants and Resale Restrictions*, has limited the value of this protected farmland to its “true agricultural value.” If this farmland is sold in the future, it must be sold to a Qualified Farmer as per the attached Application. In addition, an NRCS Conservation Plan must be reviewed and approved by the Trust every 10 years.

The additional restrictions in the Enhanced Easement include the following:

- 80% of the farmland must be used for the production of food, the remaining 20% can be farmed with supplemental crops as outlines in an approved Conservation Plan excluding crops that result in the removal of soil from the property.
- Equestrian use is prohibited on the property;
- Vineyards for wine production are prohibited on the 80% of the property set aside for food production;
- Horticultural specialties that result in the removal of soil from the property are prohibited;
- If the farmland is fallow for one year, it must be kept available for agricultural use and managed subject to a Natural Resource Conservation Plan;
- If the farmland is fallow beyond 2 years, the Trust has the right to lease it to another farmer to ensure that it remains in agricultural production.
- Future sales of the protected farmland are limited to its value at the time of the execution of the Enhanced Easement (\$17,000/acre) plus appreciation based on the lower of either the Area Median Income (AMI) or the Consumer Price Index (CPI) not to exceed 3.5% annually, plus the value of any agricultural improvements added to the property by the farmer;
- The Trust reviews and approves all future sales to ensure that the restricted farmland is sold to a Qualified Farmer;
- The Trust, or a similar organization, will be the purchaser of last resort if the owner is unable to find a Qualified Farmer to purchase the protected farmland. When purchased under these circumstances, the protected farmland will be offered for sale to Qualified Farmers through a transparent selection process including a “Request for Proposals” or lottery, as necessary; and
- Future owners of the property are required to contact the Peconic Land Trust regarding these restrictions.

Price of the Property

In order to keep this farmland affordable and in the farming community, the price of this parcel is \$576,400.00, not including taxes and other associated closing costs.

Farmland: \$17,000.00/acre * 19.2 acres = \$326,400.00

Structures and Improvements: \$250,000.00

APPLICATION AND SELECTION

Proposal Requirements:

Parties interested in making an offer on this property must submit a Proposal, including the information described below, by 5:00 pm on October 18, 2019.

All of the information submitted will remain strictly confidential.

1. Cover letter that includes:
 - a. A written offer in the amount of \$576,400.00.
 - b. A description of your qualifications to successfully execute your business plan
 - c. Strong agricultural references;
 - d. Any other relevant information that would support your proposal including your understanding of the restrictions on this farmland; and
 - e. An outline of your plan for financing the purchase.

2. Complete the attached Application. Please address each item listed to assist us in fully understanding your qualifications.
 - a. Attach your business and management plan for your proposed farm operation.

Send Proposal & related materials to:

Peconic Land Trust
Attn: Jessie Marcus
PO Box 1776
Southampton, NY 11969

Or email jmarcus@peconiclandtrust.org

Buyer Selection

The Peconic Land Trust will acknowledge receipt of all proposals received by 5:00 pm October 21, 2019 and convene a meeting of the Advisory Committee.

The Peconic Land Trust will select a buyer with the help of an Advisory Committee that includes knowledge and experience related to agricultural operations. It will be made up of 4-5 individuals. The Advisory Committee will review and evaluate proposals to select the best candidate. If there

are two or more qualified applicants with comparable proposals, the Advisory Committee will notify the parties and a lottery will be held.

The Trust will announce the selected farmer the week of November 4, 2019 with the expectation to go to contract within a month and a proposed closing date within 60-days.

Selection Criteria

All applicants will be considered and will be graded according to the following criteria:

- Greater than 5 years of farming experience
- Fulfill the definition of a *Qualified Farmer*¹
- Demonstrates a strong track record of Sustainable Agricultural Practices² (letters of recommendation from NRCS/CCE/ LIFB/etc. count as demonstration)
- Demonstrates the ability to work with the Town, the Trust and other partner and community organizations (letters of recommendation)
- Currently grows primarily *Food and Food Products*³ and has a plan showing how they intend to farm 80% of the subject property for the *Production of Foods*⁴
- Currently farm at least 10 acres in Southold Town
- Demonstrates understanding of the restrictions on this protected farm property
- Farms for the Future graduate or participant
- Has historically farmed the subject property.

¹ **Qualified Farmer:** A person or legal entity that meets all of the following criteria: (i) whose aggregate agricultural operations meet the qualifications necessary to keep the Property enrolled in the NYS Agricultural District and the NYS Agricultural Assessment Program based on those qualification criteria existing at the time that eligibility as a Qualified Farmer is determined; (ii) may reasonably be expected to earn more than one-half of his, her, or its annual adjusted gross income from the “business of farming,” as farming is defined in Treasury Regulation Section 1.175-3 (or any successor regulation); and (iii) expects to devote substantially full-time to farming operations including the Property (in the case of an entity operator, substantially full-time for each of its principal employees).

² **Sustainable Agricultural Practices:** Integrated system of plant and animal production practices having a site-specific application that will, over the long term: satisfy human food and fiber needs; enhance environmental quality and the natural resource base upon which the agricultural economy depends; make the most efficient use of nonrenewable resources and on-farm resources and integrate, where appropriate, natural biological cycles and controls; sustain the economic viability of farm operations; and enhance the quality of life for farmers and society as a whole (USDA, 2007: <http://www.nal.usda.gov/afsic/pubs/terms/srb9902.shtml>).

³ **Food and Food Products:** All articles of food, drink, confectionary or condiment, whether simple, mixed or compound, used or intended for use by humans or animals, and shall also include all substances and ingredients to be added to food for any purpose as the term is defined by §2 of the New York State Agriculture and Markets Law.

⁴ **Production of Foods:** The cultivation, growing, raising, and/or production of Food and Food Products, including but not limited to row crops for consumption as food by livestock for either direct consumption, such as beef cattle, or indirect consumption, such as dairy cows for the production of milk and milk products or chickens for the production of eggs. The cultivation, growing, raising, or production of row crops for consumption as food by livestock that is not used for either direct or indirect food consumption, such as horses, is not within the meaning of Food Production.

Applicants are also encouraged to provide supplemental information on the following topics:

- Demonstrated need for additional farmland
- Use of existing farmland (i.e., “home farm”)—if any—to its full sustainable capacity
- History of actively farming the farmland that is available for sale (i.e. # of years)
- Demonstrated loss of farmland from current farm business
- History of actively purchasing farmland (whether protected or unprotected) in order to expand farm business

Send Proposal & related materials to:

Peconic Land Trust

Attn: Jessie Marcus

PO Box 1776

Southampton, NY 11969

Or email jmarcus@peconiclandtrust.org

If you have any questions about the farmland, the Town’s Development Rights Easement or the Trust’s Enhanced Easement with Affirmative and Affordable Farming Covenants and Resale Restrictions and/or the process, please contact Jessie Marcus at 631.283.3195, ext. 30 or jmarcus@peconiclandtrust.org.

Enclosures:

- Application
- Definition of terms
- Town of Southold Development Rights Easement
- Location map
- Aerial map
- Survey of Property
- Soils Map

APPLICATION

FOR 19.2 ACRE YOUNGS AVENUE FARMLAND PROPERTY

Are you a Qualified Farmer? Yes/No

- (i) Attach documentation for your existing commercial farm operation. If possible, please include an NRCS Conservation Plan on land currently enrolled in an agriculture district;
- (ii) Attach documentation providing support you are a Qualified Farmer; and
- (iii) Your Business Plan clearly states you will be substantially farming full time?

Explain any variables as

necessary:

Have you farmed this Youngs Avenue farmland in the past? Yes/No

Past and Present Farm Experience:

(Describe your farm operation, location(s), acreage, years in business, use of existing farmland (i.e., "home farm) lease/own ratio)

Have you involuntarily lost use of Agricultural Land in the past 5 years?

Yes/No

Application

CONFIDENTIAL

How much? _____

Please Explain:

Have you bought additional Agricultural Land in the past 5 years?

Yes/No

How

much? _____

Describe your track record of using *Sustainable Agricultural Practices*?

What *Food and Food Products* will you grow for the *Production of Foods*?

→ Provide a Business Plan that demonstrates your need for additional farmland. Please indicate any changes and improvements you envision as a consequence of purchasing this farmland

Application

CONFIDENTIAL

DEFINITION OF TERMS

Qualified Farmer: A person or legal entity that meets all of the following criteria: (i) whose aggregate agricultural operations meet the qualifications necessary to keep the Property enrolled in the NYS Agricultural District and the NYS Agricultural Assessment Program based on those qualification criteria existing at the time that eligibility as a Qualified Farmer is determined; (ii) may reasonably be expected to earn two-thirds of his, her, or its annual adjusted gross income from the “business of farming,” as farming is defined in Treasury Regulation Section 1.175-3 (or any successor regulation); and (iii) expects to devote substantially full-time to farming operations including the Property (in the case of an entity operator, substantially full-time for each of its principal employees).

Food and Food Products: All articles of food, drink, confectionary or condiment, whether simple, mixed or compound, used or intended for use by humans or animals, and shall also include all substances and ingredients to be added to food for any purpose as the term is defined by §2 of the New York State Agriculture and Markets Law.

Production of Foods: The cultivation, growing, raising, and/or production of Food and Food Products, including but not limited to row crops for consumption as food by livestock for either direct consumption, such as beef cattle, or indirect consumption, such as dairy cows for the production of milk and milk products or chickens for the production of eggs. The cultivation, growing, raising, or production of row crops for consumption as food by livestock that is not used for either direct or indirect food consumption, such as horses, is not within the meaning of Food Production.

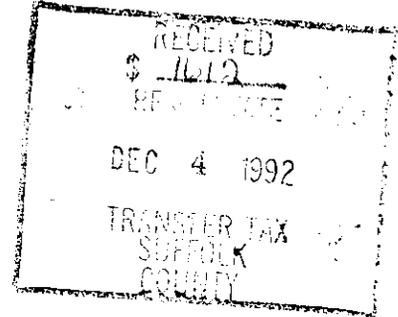
Sustainable Agricultural Practices: Integrated system of plant and animal production practices having a site-specific application that will, over the long term: satisfy human food and fiber needs; enhance environmental quality and the natural resource base upon which the agricultural economy depends; make the most efficient use of nonrenewable resources and on-farm resources and integrate, where appropriate, natural biological cycles and controls; sustain the economic viability of farm operations; and enhance the quality of life for farmers and society as a whole (USDA, 2007: <http://www.nal.usda.gov/afsic/pubs/terms/srb9902.shtml>).

S-10703 3

13025

11584PC191

DEED
OF
DEVELOPMENT RIGHTS



13025

THIS INDENTURE, made this 25 day of NOVEMBER, 1992

BETWEEN PARKER E. DICKERSON and BETSEY DICKERSON,

residing at Mill Creek Drive, Southold, New York, and CHESTER M. DICKERSON, residing at Mountain View Manor, Torrington Connecticut, party of the first part, and

THE TOWN OF SOUTHOLD, a municipal corporation of the State of New York, having its office and principal place of business at Main Road, Town of Southold, County of Suffolk and State of New York, party of the second part.

WITNESSETH

That the party of the first part, in consideration of ten and 00/100 (\$10.00) dollars, lawful money of the United States, and other good and valuable consideration paid by the party of the second part,

DOES HEREBY GRANT AND RELEASE unto the party of the second part, its successors and assigns forever, the DEVELOPMENT RIGHTS, by which is meant the permanent legal interest and right, as authorized by Section 247 of the New York State General Municipal Law, as amended, to permit, require or restrict the use of the premises exclusively for agricultural production as that term is presently defined in Chapter 25 of the Code of the Town of Southold, and the right to prohibit or restrict the use of the premises for any purpose other than agricultural production, to the property described as follows:

16/8
12-2-92
SUFFOLK COUNTY TAX SERVICE AGENCY

DISTRICT
1000

SECTION
055.00

BLOCK
02.00

LOT
09.00

DISTRICT
1000

SECTION
055.00

BLOCK
01.00

LOT
08.000

16/8
40
10/1

11584 PC 192

PARCEL I

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

BEGINNING at a point on the easterly side of Railroad Avenue distant 1522.93 feet northerly from the corner formed by the intersection of the northerly side of C.R. 48 Middle Road) with the easterly side of Railroad Avenue (Youngs Road);

RUNNING THENCE North $78^{\circ} 39'$ east along other lands now formerly of Dickerson 285.0 feet to a point;

THENCE North $11^{\circ} 21'$ west still along land now formerly Dickerson 288.69 feet to a point and land now formerly of Grigonis;

THENCE North $75^{\circ} 54' 00''$ east along last mentioned land 319.69 feet to a monument and land now formerly of Grigonis;

THENCE South $11^{\circ} 34' 10''$ east along land now formerly Grigonis Avenue land now formerly Moffat and land now formerly Carroll a distant of 1063.90 feet to a monument and land now formerly Van Duzer;

THENCE South $10^{\circ} 53' 50''$ east along last mentioned land 347.77 feet to a point and land now formerly of Suffolk County;

THENCE the following 2 courses and distances along last mentioned lands:

1. South $66^{\circ} 44'$ west, 213.72 to a point;
2. South $11^{\circ} 21'$ east, 199.0 feet to land now formerly of Luhrs;

THENCE South $66^{\circ} 38' 40''$ west along last mentioned lands 150.0 feet to a monument;

THENCE South $11^{\circ} 21'$ east 13.25 feet to a monument and land now formerly W. Hufe;

THENCE South $79^{\circ} 47'$ west along last mentioned land 105.0 feet to a point and land now formerly of Harris;

11584 PG 193

THENCE North $11^{\circ} 21'$ west along last mentioned lands 63.0 feet to a point and land now formerly of Stankswicz & Goldense;

THENCE North $79^{\circ} 47'$ east, along last mentioned lands 5.0 feet to a part;

THENCE North $10^{\circ} 17'$ west along last mentioned lands and land now formerly Bugovik 245.0 feet to a point;

THENCE South $79^{\circ} 47'$ west 154.55 feet to the easterly side of Railroad Avenue;

THENCE North $11^{\circ} 21' 00''$ west along the easterly side of Railroad Avenue 1082.00 feet to the point or place of **BEGINNING**.

PARCEL II

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

BEGINNING at a point on the westerly side of Railroad or Youngs Avenue where the same is intersected by the southerly line of land now or formerly of Grigonis, formerly of Patrick Carey;

THENCE along the westerly side of Railroad or Youngs Avenue south $11^{\circ} 21' 00''$ east 1673.70 feet to land now or formerly of E. Dart;

THENCE along said land south $76^{\circ} 47' 50''$ west 682.3 feet to land now or formerly of Conway;

THENCE along said land the following courses and distances:

1. North $10^{\circ} 47' 40''$ west 470.5 feet;
2. South $72^{\circ} 04' 30''$ west 1006.22 feet to the easterly side of Horton Lane;

RUNNING THENCE along the easterly side of Horton Lane north $9^{\circ} 30' 50''$ west 395.91 feet to land now or formerly of Johnson;

THENCE along said land the following three courses and distances:

1. North $72^{\circ} 12' 30''$ east 185.52 feet;

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2. North $17^{\circ} 47' 40''$ west 50 feet;
3. North $28^{\circ} 33' 30''$ west 161.94 feet to the southerly side of North Road;

THENCE along the southerly side of North Road, north $33^{\circ} 01' 50''$ east 105.85 feet to other land now formerly of Dickerson;

THENCE the following 3 courses and distances along last mentioned lands:

1. South $56^{\circ} 58' 10''$ east, 250.0 feet to a point;
2. North $33^{\circ} 01' 50''$ east, 315.0 feet to a point;
3. North $56^{\circ} 58' 10''$ west, 188.36 feet to a monument and land now formerly of Volosik;

THENCE North $72^{\circ} 12' 30''$ east along last mentioned lands 337.33 feet to a monument;

THENCE North $52^{\circ} 06' 40''$ west still along last mentioned lands 209.20 feet to a monument and land now formerly of Naman;

THENCE North $63^{\circ} 43' 20''$ east along last mentioned lands and now formerly Grigonis 1031.20 feet to a monument set in the easterly side of Youngs or Railroad Avenue and the point or place of **BEGINNING**.

TOGETHER with the non-exclusive right, if any, of the party of the first part as to the use for ingress and egress of any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises, insofar as the rights granted hereunder are concerned.

TO HAVE AND TO HOLD the said **DEVELOPMENT RIGHTS** herein granted unto the party of the second part, its successors and assigns forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid. The party of the first

part, as a covenant running with the land in perpetuity, further covenants and agrees for the party of the first part, and its heirs, legal representatives, successors and assigns of the party of the first part, to use the premises on and after the date of this instrument solely for the purpose of agricultural production.

AND the party of the first part, covenants in all aspects to comply with Section 13 of the Lien Law, as same applies with said conveyance.

The definition of "Agricultural Production" as defined in Section 25-30 of Chapter 25 of the Southold Town Code is as follows:

"Agricultural Production - shall mean the production for commercial purposes of crops, livestock and livestock products, but not land or portions thereof used for processing or retail merchandising of such crops, livestock or livestock products. Land used in agricultural production shall also include fences, equipment storage buildings, livestock barns, irrigation systems, and any other structures used exclusively for agricultural purposes."

The party of the first part and the party of the second part do hereby covenant and agree in perpetuity that either of them or their respective heirs, successors, legal representatives or assigns, shall only use the premises on and after this date for the purpose of such agricultural production and the grantor covenants and agrees that the underlying fee title may not be subdivided into plots by the filing of a subdivision map pursuant to Sections 265 and 277 of the Town Law and Section 335 of the Real Property Law, or any of such sections of the Town or Real Property Law or any laws replacing or in furtherance of them.

The word "party" shall be construed as if it reads "parties" whenever the sense of this indenture so requires.

SOURCE OF TITLE to said estate or interest in said land at the effective date hereof is vested in:

Chester M. Dickerson, individual and as specific devisee under the last will and testament of Mahlon D. Dickerson deceased.

Parker E. Dickerson, as specific devisee and the last will and testament of Mahlon D. Dickerson deceased and Betsey Dickerson, his wife.

By the following two (2) deeds:

- 1. From Eugene B. Gagen and Sophie D. Gagen, his wife, dated 11-29-57 and recorded 12-2-57 Liber 4399 cp. 87.
- 2. From Margaret B. Dickerson dated 9-3-83 and recorded 11-1-83 Liber 9453 cp. 73.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

Parker E. Dickerson
Parker E. Dickerson

Betsey Dickerson
Betsey Dickerson

Chester M. Dickerson
Chester M. Dickerson

STATE OF NEW YORK)
ss:
COUNTY OF SUFFOLK)

On this 1st day of December, 1992, before me personally came PARKER E. DICKERSON to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

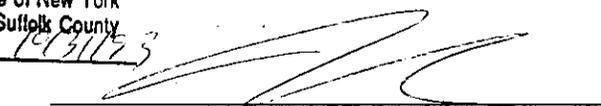
[Signature]
Notary Public

11584PC197

STATE OF NEW YORK)
SS:
COUNTY OF SUFFOLK)

On this 1st day of December, 1992, before me personally came BETSEY DICKERSON to me known to be the individual described in and who executed the foregoing instrument and acknowledged that she executed the same.

HARVEY A. ARNOFF
Notary Public, State of New York
No. 52-0096585 - Suffolk County
Commission Expires 11/17/93


Notary Public

(12)
Connecticut
STATE OF ~~NEW YORK~~
COUNTY OF ~~SUFFOLK~~

SS: Warrington

Ritchfield

No. 52-0096585 - Suffolk County
Commission Expires _____

On this 25TH day of November, 1992, before me personally came CHESTER M. DICKERSON to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.


Notary Public

My Commission Exp. June 30, 1996

Security Title and Guaranty Company
205 Osborne Avenue
Riverhead, New York 11901

OFFICE

Dec 4 2 19 PM '92
EDWARD P. ROMAINE
NOTARY PUBLIC
SUFFOLK COUNTY

RECORDED

(FORM OF AGREEMENT)

THIS AGREEMENT, made the 9th day of July, 1992, between
Parker Dickerson and Betsey Dickerson, ux residing at Mill Creek Drive,
Southold, NY 11971 and CHESTER DICKERSON/ hereinafter referred to as the Torrington
CT

"Seller" and the TOWN OF SOUTHOLD, a municipal corporation of the State of New York having its office and principal office at Main Road, Southold, New York, hereinafter referred to as the "Purchaser."

W I T N E S S E T H

1] The Seller agrees to sell and convey, and the Purchaser agrees to purchase the Development Rights, as hereinafter defined, in ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Southold, County of Suffolk and State of New York, more particularly bounded and described as set forth in the description annexed hereto as RIDER "A".

2] Development Rights, as authorized by 247 of the New York State General Municipal Law, as amended shall mean the permanent legal interest and right to permit, require or restrict the use of the premises exclusively for agricultural production as that term is presently defined in Chapter 25 of the Southold Town Code, and the right to prohibit or restrict the use of the premises for any purposes other than agricultural production. By the sale of such development rights and interest, the Seller shall be deemed to have covenanted and agreed that the Seller, and the heirs, legal representatives, successors and assigns of the Seller, shall only use the premises, on and after the date of delivery of the instrument of conveyance to the Town, for such agricultural production. Such covenant shall run with the land it perpetuity.

EXHIBIT A

3] The power and purpose of the purchaser is limited to acquiring the Development Rights in lands used in bona fide agricultural production and Purchaser reserves the right, upon obtaining a survey and inspecting the premises in relation thereto, to hold a public hearing on the acquisition pursuant to Section 247 of the General Municipal Law and thereafter, to cancel this Agreement if the premises are not entirely used or suitable for agricultural production, as herein defined, in which case the price will be adjusted in proportion to the area deemed suitable using the unit price as herein set forth.

W.B. B.P.
4] The price is four hundred and three thousand dollars
(\$ 403,000.00)DOLLARS, based upon the representation of the seller that the premises contain 62 acres, at \$ 6,500.00 per acre. The price will be adjusted to the actual acreage. Purchaser will have the premises surveyed by a professional engineer or licensed land surveyor of its choice, at its expense, to determine the actual acreage of the area suitable for agricultural production. If the Seller is dissatisfied with the Purchaser's survey, Seller may have the premises surveyed by a licensed land surveyor of his choice, at his expense. If there is a substantial variation between the two surveys, the acreage for the purpose of this contract shall be determined by a third surveyor to be selected by the first two. The determination of the third surveyor, whose cost shall be borne equally by the Seller and Purchaser, shall be binding, provided that the purchaser shall not be required to expend more than the original price stipulated in this contract. If a Seller's survey is secured, the recomputation of acreage to determine purchase price shall not include land contained in the bed of any easement; public road, private road, or of any acres as to which any other person or the public may have any rights, but title to the

Development Rights to all such areas as the seller may have shall, nevertheless, be conveyed to the Purchaser. There shall be no other adjustments or apportionments.

The price shall be payable by Town of Southold check at the time of closing.

5] The deed shall be in the form approved by the Town Attorney, and shall be duly executed and acknowledged so as to convey to the Purchaser Development Rights of the said premises, free of all liens and encumbrances, except as herein stated, and said deed shall contain such trust clause as is required by law.

If the Seller is a corporation, it shall deliver to the Purchaser at the time of the delivery of the deed hereunder a resolution of its board of directors authorizing the sale and the delivery of the deed, and a certificate by the secretary or assistant secretary of the corporation certifying such resolution and setting forth facts showing that the conveyance is in conformity with the requirements of 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with said section.

6] At the closing of title the Seller shall deliver to the Purchaser a certified check to the order of the recording officer of the county for the amount of the documentary stamps to be affixed thereto in accordance with Article 31 of the Tax Law.

7] Any sums paid on account of this contract and the reasonable expenses of the examination of the title to said premises and of the survey, if any, made in connection therewith are hereby made liens on said premises, but such liens shall not continue after default by the Purchaser under this contract.

8] The Seller agrees that the underlying fee title retained by the Seller may not be subdivided into plots by the filing of a subdivision map pursuant to 265 and 277 of the Town Law and/or 335 of the Real Property Law, or laws, amending or replacing the same. The underlying fee may be divided only pursuant to applicable provisions of law and upon approval of the Town Planning Board or its successor. The provisions of this section shall survive delivery of the instrument of conveyance.

9] Rights hereunder sold are sold and are to be conveyed subject to:
NO EXCEPTIONS.

10] The Purchaser may make its determination of whether the premises are free from all encumbrances, except as stated, as set forth in Paragraph 5, on the basis of its own examination of the title, or that of its agents, or a title report of a member company of the New York Board of Title Underwriters, and may require the Seller to clear title exceptions raised to the satisfaction of the Purchaser, and if any is involved, the title company.

11] If at the date of closing there may be any other liens or encumbrances which the Seller is obligated to pay and discharge, the Seller may use any portion of the balance of the purchase price to satisfy the same, provided the Seller shall simultaneously either deliver to the Purchaser at the closing of title, instruments in recordable form and sufficient to satisfy such liens and encumbrances of record together with the cost of recording or filing said instruments. The Seller agrees to sign such proper vouchers for the closing check(s) as may be requested by the Town Fiscal Officer at least two weeks prior to the date fixed for closing. The Purchaser, if request is made withing a reasonable time prior to the date of closing of title, agrees to provide at the closing separate checks as requested, aggregating the amount

of the purchase price, to facilitate the satisfaction of any such liens and encumbrances shall not be deemed objections to title if the Seller shall comply with the foregoing requirements.

12] If a search of the title discloses judgments, bankruptcies or other returns against other persons having names the same or similar to that of the Seller, the Seller will, on request, deliver to the Purchaser an affidavit showing that such judgments, bankruptcies or other returns are not against Seller, if such is the case.

13] In the event that the Seller is unable to convey title in accordance with the terms of this contract, the sole liability of the Seller will be to pay the cost of examining the title, by the Purchaser, the Purchaser's agents, or the Purchaser's title company, which cost is not to exceed the charges fixed by the New York Board of Title Underwriters, and the cost of any survey made in connection therewith incurred by the Purchaser and upon such payment being made, this contract shall be considered cancelled.

14] The Seller, simultaneously with the execution and delivery of this Agreement, has also delivered the required verified public disclosure statement for filing with the Town Fiscal Officer. At the time of the closing, the Seller shall submit a then applicable such statement or a sworn statement that there have been no changes in interest since the date of this Agreement. Any evidence of a conflict of interest or prohibited contractual relationship shall require approval of the contract and sale by the Supreme Court.

15] The deed shall be delivered upon the receipt of said payments at the office of the Supervisor, Southold Town Hall, Main Road, Southold, New York.

16] The parties agree that no broker brought about this sale.

17] It is understood and agreed that all understandings and agreements had between the parties hereto merged in this contract, which, with the exhibits, fully and completely expresses their agreement, and that the same is entered into after full investigation neither party relying upon any statement or representation made by the other, not embodied in this contract.

18] The agreement may not be changed or terminated orally. The stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

19] If two or more persons constitute the Seller, the work "Seller" shall be construed as if it read "Sellers" whenever the sense of this Agreement so requires.

20] The closing date shall be on or about November 15, 1992 at the Southold Town Hall, Main Road, Southole, New York.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the day and year first above written.

Handwritten initials: M.A., P.E.D., and a signature.
Chester E. Dickerson
Seller

Parker E. Dickerson
Seller

Betsy Dickerson
Seller

TOWN OF SOUTHOLD

BY

Scott L. Harris

Scott L. Harris, Supervisor
Purchaser

ATTEST:

APPROVED AS TO FORM:

Matthew G. Kernan
Ass. Town Attorney



PECONIC LAND TRUST
296 Hampton Road | P.O. Box 1776
Southampton, New York 11969
(631) 283-3195
www.PeconicLandTrust.org
Prepared By: Dawn Haight; 30 April 2014

Krupski
Town of Southold
Suffolk County, New York

Location Map



PECONIC LAND TRUST
296 Hampton Road | PO Box 1776
Southampton, New York 11969
(631) 283-3195

Prepared by: Dawn Haight; 04 March 2014
www.PeconicLandTrust.org

Krupski
Town of Southold
Suffolk County, New York

Aerial Photo

SURVEY OF
LOT 2
FINAL PLAT SETOFF FOR
PARKER E., BETSEY B. & CHESTER M. DICKERSON
 FILE No. 9998 FILED MAY 13, 1997
 SITUATE
 SOUTHOLD
 TOWN OF SOUTHOLD
 SUFFOLK COUNTY, NEW YORK
 S.C. TAX No. 1000-55-02-9.4
 SCALE 1"=60'
 MARCH 21, 2014

AREA = 834,231 sq. ft.
19.151 ac.

CERTIFIED TO:
 PECONIC LAND TRUST, INCORPORATED
 FIDELITY NATIONAL TITLE INSURANCE COMPANY



UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW.
 COPIES OF THIS SURVEY MAP NOT BEARING THE LAND SURVEYOR'S INKED SEAL OR EMBOSSED SEAL SHALL NOT BE CONSIDERED TO BE A VALID TRUE COPY.
 CERTIFICATIONS INDICATED HEREON SHALL RUN ONLY TO THE PERSON FOR WHOM THE SURVEY IS PREPARED, AND ON HIS BEHALF TO THE TITLE COMPANY, GOVERNMENTAL AGENCY AND LENDING INSTITUTION LISTED HEREON, AND TO THE ASSIGNEES OF THE LENDING INSTITUTION. CERTIFICATIONS ARE NOT TRANSFERABLE.
 THE EXISTENCE OF RIGHT OF WAYS AND/OR EASEMENTS OF RECORD, IF ANY, NOT SHOWN ARE NOT GUARANTEED.

PREPARED IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR TITLE SURVEYS AS ESTABLISHED BY THE L.L.A.S. AND APPROVED AND ADOPTED FOR SUCH USE BY THE NEW YORK STATE LAND TITLE ASSOCIATION.

Nathan Taft Corwin III
Land Surveyor

Title Surveys - Subdivisions - Site Plans - Construction Layout
 PHONE (631)727-2090 Fax (631)727-1727
 OFFICES LOCATED AT MAILING ADDRESS
 1586 Main Road P.O. Box 16
 Jamesport, New York 11947 Jamesport, New York 11947



Peconic Land Trust

296 Hampton Road / PO Box 1776
 631- 283 - 3195
 Prepared by: Jessie Marcus
 www.PeconicLandTrust.org

**Krupski Preserve
 Soils Map**

SCTM#: 1000-55-2-9.4
 Acres: 19.2