

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT (hereinafter referred to as this "Conservation Easement" or "Easement") is made this ____ day of _____, 20____ ("Effective Date"), at Southampton, New York, by _____, a _____, residing at 4180 New Suffolk Avenue, Mattituck, New York, and a mailing address of _____ (herein called "Grantor"), and the PECONIC LAND TRUST, INCORPORATED, a not-for-profit New York corporation, having a principal office at 296 Hampton Road, P.O. Box 1776, Southampton, New York 11969 (herein called "Grantee").

RECITALS

WHEREAS, Grantor is the sole owner in fee simple of approximately 14.94 acres of certain real property located in the Town of Southold, Suffolk County, New York, more fully described in SCHEDULE A attached hereto and made a part hereof (hereinafter referred to as the "Property") and depicted on the Conservation Easement Map marked EXHIBIT A attached hereto and made a part hereof; and

WHEREAS, the Property is free of any mortgages or liens and Grantor possesses the right to grant this Easement; and

WHEREAS, the Property (i) is located in the R-80 Zoning District of the Town of Southold as outlined in Section 280-5 of the Town Code and is further identified as SCTM # 1000-115-10-1; and

WHEREAS, the Property contains three distinct areas, all as shown on EXHIBIT A: (1) approximately 12.1936 acres ("Area-2"), which is subject to a Deed of Development Rights Easement or DRE, as defined and further described below, and which contains an approximately 2.3986-acre agricultural structure area ("Agricultural Structure Area") as depicted on the Conservation Easement Map marked EXHIBIT A; (2) an approximately 2.0496-acre development area containing a residential cottage and a detached garage (herein after referred to as "Area-1A"), which, pursuant to the DRE, is un-subdividable from Area-2; (3) an approximately 0.6970-acre development area located along the eastern and southern edge of the Property (herein after referred to as "Area-1B"), which may be subdivided from Area-2 and Area-1A; and

WHEREAS, Area-2 is subject to a Deed of Development Rights Easement (“DRE”) purchased by the Town of Southold on June 28, 2022, and recorded in the office of the Suffolk County Clerk on _____ in Liber ___ Page ___ that extinguished the residential development rights on Area-2 of the Property to preserve and protect the agricultural soils and to keep the property available for agricultural production and scenic open space; and

WHEREAS, Grantor now wishes to grant this overlay Conservation Easement to Grantee on the subject Property; and

WHEREAS, this overlay Conservation Easement will further restrict the Property by prohibiting or restricting, as further provided herein, the use of the Property for (a) cell phone or other wireless communication towers or antenna; (b) a tasting room or cannabis dispensary; (c) landscape screening for purposes not directly related to agriculture along the New Suffolk Avenue public roadway and along Lupton Pt. Road from Marratooka Road eastward 223.91ft, all of which serve to preserve and protect the agricultural soils and keep the Property available for agricultural production and scenic open space, all as more particularly described herein; and

WHEREAS, this overlay Conservation Easement will also restrict the Property by prohibiting the use of the Property for (a) indoor horse riding facilities or rinks; (b) the cultivation of cannabis; (c) large-scale greenhouses with permanent foundations, except in the Agricultural Structure Area; all of which serve to preserve and protect the agricultural soils and keep the Property available for agricultural production and scenic open space and all as further provided herein; and

WHEREAS, Area-2 of the Property is currently fallow agricultural land; and

WHEREAS, the Property possesses significant natural, scenic, and open-space values (collectively, the Property’s “Conservation Values”) of great importance to Grantor, Grantee, and the people of the Town of Southold, Suffolk County and State of New York; and

WHEREAS, the Conservation Values are protected by this Easement for the following:

A. Preservation of open space for the scenic enjoyment of the general public, which yields significant public benefit. Protection of the Property’s open space through this Easement will be for the scenic enjoyment of the general public and will yield significant public benefit, for the following reasons:

(1) the Property is unique to the area in its current scenic, agricultural and open-space condition and has substantial and significant value as an aesthetic and agricultural resource because of the fact that it has not been subject to any

extensive development while surrounded by increasing development in a sprawl pattern with limited conservation, such that the Property's scenic open space values are increasingly unique to the area; and

(2) the Property has 796.71 feet of road frontage on New Suffolk Avenue, a public road which offers the public significant, scenic vistas from a public highway of and across the Property.

B. Preservation of open space pursuant to clearly delineated governmental conservation policy, which yields significant public benefit. Protection of the Property through this Easement will be for the preservation of open space pursuant to clearly delineated governmental conservation policy which yields significant public benefit, for the following reasons:

Agricultural Policies

(1) the Property contains soils classified as Class I and Class II worthy of conservation as identified by the United States Department of Agriculture Soil Conservation Service's Soil Survey of Suffolk County, New York; and

(2) the Property is located in Southold Town, which, according to Article 70-2 of the Town Code, recognizes the importance of agriculture as both a vital local economic base and as a land use that provides the Town of Southold with much of its rural, rustic character and charm. The continued viability of farming as an industry is important to the local economy and to the preservation of open space and vistas. The Code of the Town of Southold provides for and acknowledges for enhancing the vitality of the local agricultural industry, the purchase of development rights over agricultural lands.

(3) the Property is part of the New York State Agricultural District #1, and Grantor wishes to continue using Area-2 in an agricultural capacity and as scenic open space as defined in the Town of Southold Code pursuant to such program; and

(4) the Property is part of the New York State Agricultural Individual Commitment Program, and Grantor wishes to continue using the Property in an agricultural capacity and as scenic open space pursuant to such program; and

State Legislation

(1) New York State has recognized the importance of private efforts to preserve land in a scenic, natural and open condition through conservation easements by enactment of the Environmental Conservation Law, Section 49-0301 et seq.; and

(2) Article 14, Section 4 of the New York State Constitution states that “the policy of this state shall be to conserve and protect its natural resources and scenic beauty and encourage the development and improvement of its agricultural lands for the production of food and other agricultural products”; and

United States EPA Peconic Estuary Program

(1) the Property is part of the Peconic Estuary System which was included in the National Estuary Program by determination of the United States Environmental Protection Agency on September 9, 1992, as a “nationally significant estuary”; and

WHEREAS, Grantee is a publicly supported nonprofit charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and the regulations promulgated thereunder and incorporated under the Not-For-Profit Corporation Law of New York State for the purpose of conserving and preserving the unique agricultural, environmental, scenic and open-space values of lands located in New York State, and is therefore a “qualified organization” within the meaning of Section 170(h)(3) of the Code; and

WHEREAS, Grantor and Grantee recognize the value and special character of the region in which the Property is located, and Grantor and Grantee have, in common, the purpose and objective of protecting and conserving the present state and inherent, tangible and intangible Conservation Values of the Property as an agricultural, natural, scenic and aesthetic resource; and

WHEREAS, Grantor has determined that the conveyance of this Easement will be desirable and beneficial and has requested Grantee, for itself and its successors and assigns, to accept this grant of a conservation easement in order to further restrict the development of the Property while permitting uses compatible with the protection of the Property’s Conservation Values, all as further provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the recited facts, mutual promises, undertakings, and forbearances contained in this Easement and other valuable consideration, but as a donation nonetheless, Grantor hereby voluntarily conveys in perpetuity to Grantee,

and Grantee hereby accepts, this Conservation Easement over the Property pursuant to the New York Environmental Conservation Law, Section 49-0301 *et seq.*, the parties intending to be bound by its terms:

0.01 Purpose

The parties recognize the Conservation Values of the Property and have the common purpose of preserving these Conservation Values in perpetuity. The primary purposes of this Conservation Easement are to preserve and protect in perpetuity the scenic, open space, and agricultural Conservation Values of the Property, including by preventing uses of or activities on the Property that will interfere with or materially impair the Conservation Values of the Property (the "Primary Purpose"). To the extent that the preservation and protection of any other Conservation Values of the Property are consistent with the Primary Purpose, it is also the purpose of this Conservation Easement to preserve and protect those Conservation Values in perpetuity. All of the foregoing purposes described in this paragraph are referred to collectively as the "Conservation Purpose" of this Conservation Easement. Accordingly, this Conservation Easement restricts the use of the Conservation Property to uses and activities that are consistent with the Conservation Purpose and other terms of this Conservation Easement.

0.02 Grantee's Warranty

Grantee warrants and represents that it possesses the resources and commitment to enforce the terms of this Easement on the Property, and that the Property satisfies the criteria adopted by Grantee relating to the quality and characteristics of open land whose conservation values should be protected and maintained, as determined by the Board of Directors at a duly constituted meeting of that Board on _____ 2022.

0.03 Documentation

Grantor has made available to Grantee sufficient documentation to establish the condition of the Property as of the Effective Date of this Easement. In order to aid in identifying and documenting the condition of the Property's natural, wildlife, watershed, scenic, agricultural, and aesthetic resources and otherwise to aid in identifying and documenting the Property's Conservation Values as of the Effective Date hereof, to assist Grantor and Grantee with monitoring the uses and activities on the Property and ensuring compliance with the terms hereof, Grantee has prepared, with Grantor's cooperation, an inventory of the Property's relevant features and conditions (the "Baseline Documentation") as of the Effective Date hereof. This Baseline Documentation includes a Conservation Easement Map marked EXHIBIT A attached hereto, a copy of the NRCS Plan for the Property, an aerial photograph, photographs of the Property, a topographical map, a description and site plan of land uses, features, and

structures, and an acknowledgment page signed by Grantor and Grantee, which verifies that the Baseline Documentation accurately represents the condition of the Property as of the Effective Date of this Easement. Copies of the Baseline Documentation shall be retained safely by Grantor and Grantee. Grantor and Grantee acknowledge and agree that in the event a controversy arises with respect to the nature and extent of Grantor's uses of the Property or its physical condition as of the date hereof, the parties shall not be precluded from utilizing any other relevant or material document, survey, report, photograph, or other evidence to assist in the resolution of the controversy.

ARTICLE ONE
THE EASEMENT

1.01 Type

This instrument conveys a conservation easement in gross under the provisions of Article 49, Title 3, of the Environmental Conservation Law of the State of New York. This Conservation Easement shall consist of the covenants, restrictions, rights, terms, and conditions recited herein. Reference to this "Easement," "Conservation Easement" or its "provisions" shall include any and all of those covenants, restrictions, rights, terms and conditions.

1.02 Duration

This Easement shall be a burden upon and shall run with the Property in perpetuity.

1.03 Effect

This Easement shall run with the Property as an incorporeal interest in the Property, and shall extend to and be binding upon Grantor, Grantor's agents, tenants, occupants, heirs, personal representatives, successors and assigns. The word "Grantor" when used herein shall include all of those persons or entities. Any rights, obligations, and interests herein granted to Grantee shall also be deemed granted to each and every one of Grantee's subsequent permitted agents, successors, and assigns, and the word "Grantee" when used herein shall include all of those persons or entities.

ARTICLE TWO
PROHIBITED AND PERMITTED USES AND ACTIVITIES

Grantor retains all customary rights of ownership in and possession of the Property, except as expressly limited by applicable local, state and federal law and by the terms of this Easement, and provided that the exercise of any permitted uses and activities shall be conducted in such a manner that is not inconsistent with the Purposes of this Easement and does not impair the Property's significant Conservation Values.

2.01 Buildings and Structures

Except as provided in this Section 2.01, the construction or placement of any residential, commercial, industrial or other building, structure, or improvement of any kind or nature (including, but not limited to mobile homes), whether permanent or temporary, on, over, or under the Property is prohibited.

A. Residential Structures and Improvements

Existing and new residential structures and improvements and appurtenant structures and improvements associated with serving any such residential dwellings, including, without limitation, driveways, garages, storage sheds, septic systems and leaching fields, swimming pools, pool houses, tennis courts, and other family-scale athletic facilities, may be placed, constructed, repaired, maintained, and enlarged within Area-1A only and only subject to all applicable laws and permits.

B. Non-Residential (Accessory) Structures and Improvements

With the prior written approval of Grantee, Grantor shall have the right to erect and maintain the following improvements on the Property:

- (i) Agricultural buildings, structures and improvements, including but not limited to barns, sheds and silos, within the Agricultural Structure Area, and customary agricultural fencing on the Property as necessary for the agricultural uses of the Property; provided, however, that Grantor may construct only one stable to house four horses (or other members of the equine family) or fewer on the Property and only within the Agricultural Structure Area;
- (ii) Access drives, to provide access to the buildings and structures permitted by this Article;
- (iii) Underground or aboveground facilities, such as utility transmission lines, utility poles, wires, pipes, wells, drainage systems, sumps, septic systems, leaching fields, and other facilities to service the improvements permitted under the terms

of this Paragraph B. Grantee's approval of a proposed improvement described in the previous sentence shall not be unreasonably withheld where the improvement is to be used for agricultural purposes or to control flooding or soil erosion on the Property. Utilities on the Property must, to the extent possible, be constructed within 30 feet of the centerline of roads or driveways, and may be used solely to service those structures and buildings permitted on the Property by this Easement;

- (iv) Customary agricultural fencing is permitted; other fences may be constructed with Grantee's prior written approval, provided such non-agricultural fences are placed and constructed so that they do not block or detract from the scenic view of the Property along New Suffolk Avenue, Marratooka Road, and Lupton Pt Road. Notwithstanding the foregoing, Grantor may install an access gate at the entrance of the Property.

Any improvements that would block or detract from the scenic view of the public, such as fences, berms, or hedgerows must be demonstrated to be a necessary component of the Conservation Plan as outlined in Section 2.04 hereof, and are subject to applicable governmental regulations and approvals.

Notwithstanding the foregoing, the following non-residential structures and improvements are strictly prohibited:

- (i) Indoor horse-riding facilities, arenas, or rinks or any other equestrian facility (other than one stable to house four or fewer horses as described above);
- (ii) Cell phone or other wireless communication towers or antenna, unless such improvement is placed on a permitted structure and otherwise in a manner that does not impair the scenic or other Conservation Values;
- (iii) Greenhouses, including hoop house, high tunnel, winter-over house or the like, having heating devices, water and electric utilities, and/or supporting poles embedded in a concrete foundation, except within the Agricultural Structure Area; provided, that temporary low-tunnels (i.e., frost or shade cloth placed over crops temporarily to protect from frost or heat) are permitted;
- (iv) Landscape screening for purposes not directly related to agriculture, except within Area-1B along the approximately 405.07-foot southern property line between Area-2 and three neighboring lots, as further described in the Baseline Documentation, and within Area-1A for customary residential privacy.

C. Replacement of Structures or Improvements In-Kind

In the event of destruction, damage, or obsolescence of any existing or expressly permitted structure or improvement to such an extent that repair of such structure or improvement is impractical, erection of a replacement of comparable size, bulk, use, and general design to the destroyed or damaged structure or improvement is permitted within the same location subject to the prior written approval of Grantee.

D. Environmental Sensitivity During Construction

The location and use of any structure or improvement permitted to be constructed hereunder shall be consistent with the Conservation Purpose, and construction of any such improvement shall minimize disturbance to the Conservation Values and other natural resources of the Property. Grantor shall employ erosion and sediment control measures to ensure that storm water runoff will not carry eroded and other deleterious materials into Deep Hole Creek (or other wetland areas), including but not limited to employing the least possible removal of vegetation, minimal movement of earth, and minimal clearance of access routes for construction vehicles.

2.02 Excavation and Removal of Materials; Mining

Mineral exploitation, and extraction of any mineral (including but not limited to soil, gravel, sand and hydrocarbons) by any method, surface or subsurface, is prohibited. Grantor shall not remove or fill topsoil, sand, or any other materials, nor shall the topography of the Property be changed except in connection with the construction and maintenance of any structure or improvement expressly permitted to be placed or constructed on the Property under the terms of this Article Two. Grantor may remove topsoil, sand or other materials for purposes of erosion control and soil management only with the prior written approval of Grantee.

2.03 Subdivision

For purposes of this Conservation Easement, the Property is considered one parcel in unified ownership. Grantor shall not subdivide, *de facto* subdivide, partition or seek the partition, or otherwise divide the Property into separately conveyable parcels, except Area-1B, which may be subdivided and sold separately from the Property as a whole.

2.04 Agricultural Activities

Grantor shall have the right to engage in any and all types of agricultural activity as that term is defined in Section 301 of the New York State Agriculture and Markets Law, provided that such activity shall be conducted in accordance with the Conservation

Purpose and other terms and conditions of this Easement. Agricultural improvements, as permitted by Section 2.01 above, and as may be reasonably necessary in connection with agricultural uses, may be constructed by Grantor with the prior written approval of Grantee, and – once constructed – may be maintained or replaced. Notwithstanding the foregoing, the equestrian use of the Property, including buildings and accessory structures designed and used for the breeding, raising, training, or stabling (other than one stable to house four or fewer horses and other members of the equine family), as either a commercial or noncommercial enterprise as defined in the Code of the Town of Southold, is prohibited.

All agricultural operations on the Property shall be conducted in a manner consistent with a resource management system conservation plan (“Conservation Plan”) prepared by the Natural Resources Conservation Service (“NRCS”) utilizing the standards and specifications of the NRCS localized Field Office Technical Guide. A copy of the Conservation Plan, and subsequent updates and amendments thereto, shall be delivered to Grantee for its review and approval within ten (10) days of Grantor’s receipt of such Plan from NRCS.

2.05 Available for Agricultural Uses

Grantee shall keep Area-2 (other than the Agricultural Structure Area) as open space or available for agricultural use. Should the Area-2 not be utilized for the agricultural production, such area must remain as open space and available for agricultural use and shall be mowed at least once annually to contribute to the public’s scenic enjoyment and the Property’s agricultural viability. Any such mowing shall be undertaken in a manner that does not impair Conservation Values.

2.06 Dumping

The dumping or accumulation of unsightly or offensive materials, including but not limited to trash, garbage, sawdust, ashes or chemical waste, on the Property is prohibited, including but not limited to the deposition of materials used on the Property for, or resulting from the conduct of, agricultural practices in accordance with Section 2.04 hereof within Area-2, such as commercial compost or manure operation. This prohibition does not include the accumulation of refuse incident to customary residential use that is collected within Area-1A and Area-1B and removed at regular intervals.

2.07 Signs

The display of signs, billboards, or advertisements is prohibited, except signs whose placement, number, and design do not significantly diminish the scenic Conservation Values of the Property and only for any of the following purposes: (a) to state the name and address of

the Property and the names and addresses of the occupants; (b) to temporarily advertise the Property or any portion thereof for sale or rent; (c) to post the Property to control unauthorized entry or use; (d) to announce this Conservation Easement; or (e) to advertise the name of the agricultural operation and business. Any permitted sign shall not be more than six square feet in size, be non-illuminated, and be subject to governmental regulatory requirements.

2.08 Cutting of Timber

The cutting or harvesting of existing trees on the Property within Area-2 and Area-1B is prohibited, except for the following purposes: (a) to clear and restore forest cover that has been damaged, diseased or destroyed; (b) to prune and selectively thin trees to create limited vistas in accordance with good forest management practices and the purposes of this Easement; (c) to construct and maintain those structures and improvements permitted under this Easement; (d) for agricultural activities and uses, including but not limited to the growing and harvesting of nursery stock; (e) to clear the Property for agricultural purposes in the future if the Property has lain fallow and was allowed to become wooded; (f) to remove hedgerows according to the NRCS Conservation Plan for agricultural land that has been taken out of production for a period of two years; (g) for firewood and fencing for use on the Property; and (h) to remove hazards to persons or to the Property.

2.09 Soil and Water

Any use or activity that is not otherwise expressly or conditionally permitted under this Easement, which causes or is likely to cause soil degradation or erosion or pollution of any surface or subsurface waters, is prohibited.

2.10 Wetlands and/or Stream Buffer

The draining, filling, dredging, or diking of any wetland areas, including any enlargements thereof, or the cultivation or other disturbance of the soil near wetland or wetland-like areas is prohibited without the prior written approval of Grantee and any and all regulatory approvals.

2.11 Ponds and Watercourses

The alteration of any ponds and watercourses located on the Property or the creation of new water impoundments or watercourse is prohibited without Grantee's prior written approval, which approval will not be unreasonably withheld if the alteration or creation is reasonably necessary for the conduct of sound agricultural activities in accordance with Section 2.04 hereof.

2.12 Vegetation Management and Screening

The placement of landscape screening, hedgerows, or any other vegetative screening along or near public roads is prohibited, except screening that is demonstrated to be reasonably necessary, incidental, or accessory to the agricultural purposes that are permitted pursuant to the terms of this Easement and with Grantee's prior written approval; provided that such screening is permitted (i) within Area-1B along the 405.07-foot southern property line between Area-2 and three neighborhood lots further described in the Baseline Documentation; and (ii) within Area-1B along the 267.49-foot property line between Area-2 and a neighborhood lot further described in the Baseline Documentation. At Grantee's request, any such screening for agricultural purposes must be removed if such agriculture ceases or no longer requires hedgerows.

2.13 Commercial and Industrial Uses

Except for the conduct of those sound agricultural uses described in Section 2.04 hereof, commercial and industrial uses of the Property, including commercial recreational uses, are prohibited. The use of the Property for charitable fundraising and educational activities that are consistent with the Conservation Purpose shall not be deemed commercial uses.

2.14 Development Rights

The use of this Property for the purpose of calculating lot yield or development density on the Property or any other property, adjacent or otherwise, is prohibited. Grantor hereby grants to Grantee all development rights existing on the Property as of the Effective Date of this Easement (and any future development rights that may be created through a rezoning of the Property or otherwise) that have not been expressly retained or reserved by Grantor under this Easement. By Grantee's acceptance of this Easement, the parties agree that such excess development rights granted by Grantor to Grantee are terminated and extinguished by Grantee and may not be used by Grantor or Grantee nor transferred to any other parcels.

ARTICLE THREE NOTICE AND APPROVAL

3.01 Notice and Approval

A. Requests for Approval of Certain Uses or Activities

With respect to any use or activity under Article 2 requiring the prior approval of Grantee, or in the event Grantor proposes to undertake a use or activity that is not expressly prohibited hereby but which might have a deleterious effect on the Conservation Values, Grantor shall, in writing pursuant to Section 6.05 below, request Grantee's approval and shall include therewith information identifying the proposed activity and the reasons for and other details of the proposed activity with reasonable specificity. The request for approval shall describe the nature, scope, location, timetable, and any other material aspect of the proposed activity (including, if appropriate, sketch plans or scaled drawings of the site(s) of the proposed activity) in sufficient detail to permit Grantee to evaluate such activity. The request shall also include information evidencing the conformity of such activity with the requirements of the applicable section under which approval is requested hereunder. Grantee's approval, which shall not be unreasonably withheld, shall take into account the following criteria: (1) the consistency of the proposed activity with the Conservation Purpose of this Easement; and (2) the extent to which the proposed activity or use of the site for the proposed activity would impair the Conservation Values of the Property.

Grantor and Grantee shall cooperate and shall act in good faith to arrive at agreement on suitable sites and activities in connection with any determinations that are necessary to be made by them (either separately or jointly) under this section. Notwithstanding the foregoing, Grantee's approval of a proposed site or activity shall be withheld if the use of the site for the proposed activity would materially impair the Conservation Values of the Property, or would otherwise be inconsistent with the Conservation Purpose of this Easement. Grantor and Grantee acknowledge that, in view of the perpetual nature of this Easement, they are unable to foresee all potential future land uses, future technologies, future evolution of the land and other natural resources, and other future occurrences affecting the Conservation Purpose of this Easement. Grantee therefore may, in its sole discretion, approve a proposed use or improvement not contemplated by or addressed in this Easement, provided that such proposed use or improvement is consistent with the Conservation Purposes of this Easement and not deleterious to the Conservation Values of the Property.

B. Grantee's Response

In accordance with Paragraph A of this section, Grantee shall approve, conditionally approve, or withhold approval of the proposed use or activity within forty-five (45) days of receipt of Grantor's written request therefor. Grantee agrees to evaluate Grantor's requests under this Easement based on its good-faith exercise of professional judgment. Notwithstanding the above, if in good faith Grantee requires more than forty-five (45) days to undertake a sufficient and thorough review of the documentation

provided, or determines that it requires further documentation, Grantee shall so notify Grantor within the original forty-five (45) day period of the additional time and/or documentation required to respond to Grantor's hereunder. At Grantee's sole and absolute discretion, Grantee may permit commencement of the activity less than forty-five (45) days after receiving Grantor's written notice. In the case of withholding of approval, Grantee shall notify Grantor in writing with reasonable specificity of the reasons for withholding of approval, and the conditions, if any, on which approval might otherwise be given. Failure of Grantee to deliver a written response to Grantor within such forty-five (45) days shall be deemed to constitute written approval by Grantee of any request submitted for approval, provided that the proposed use or activity is not contrary to the express restrictions hereof, and whose implementation is exactly as described in Grantor's notice and would not significantly impair the Property's Conservation Values.

ARTICLE FOUR GRANTOR'S OBLIGATIONS

4.01 Taxes and Assessments

Grantor shall continue to pay all taxes, levies, and assessments and other governmental or municipal charges, which may become a lien on the Property, including any taxes or levies imposed to make those payments. If Grantor fails to make any such payment, Grantee is authorized to make such payments (but shall have no obligation to do so) upon ten (10) days prior written notice to Grantor, according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy thereof. That payment, if made by Grantee, shall become a lien on the Property of the same priority as the item if not paid would have become, and shall bear interest until paid by Grantor at three percentage points over the greatest prime rate of interest allowed by law.

4.02 Indemnification

Grantor acknowledges that Grantee has neither possessory rights in the Property nor any responsibility nor right to control, maintain, or keep up the Property. Grantor has and shall retain all responsibilities and shall bear all costs and liabilities of any nature related to the ownership, operation, upkeep, improvement, and maintenance of the Property. Grantor hereby releases and agrees to hold harmless, indemnify and defend Grantee and its members, directors, officers, employees, legal representatives, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected

with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligent act or willful misconduct of Grantee; or (2) violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement or this Easement by any person, other than Grantee, in any way affecting, involving, or relating to the Property.

4.03 Insurance

Grantor shall maintain an occurrence-basis commercial general liability policy insuring against bodily injury and property damage on the Property in the amount of not less than Two Million Dollars (\$2,000,000), which amount shall be adjusted every five (5) years to the nearest commonly available insured amount to reflect the percentage increase during the past five (5) years in the "CPI," which means the United States Department of Labor's Bureau of Labor Statistics Consumer Price Index for all Urban Consumers (CPI-U, all items) (1982-84=100), or the successor of such index. Grantee shall be named an additional insured on the policy. The liability insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Grantee. Grantor waives all rights of subrogation against Grantee for recovery of damages to the extent the damages are covered by insurance maintained by Grantor pursuant to this Easement.

Grantor shall furnish Grantee with certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above, upon Grantee's reasonable request. Such certificates shall provide for thirty (30) days' written notice to Grantee prior to the cancellation or material change of any insurance referred to herein. Any failure of Grantee to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Grantee to identify a deficiency from evidence that is provided shall not be construed as a waiver of Grantor's obligation to maintain such insurance. The foregoing insurance requirements do not replace, waive, alter or limit the hold harmless or indemnification provisions of this Easement, and Grantor acknowledges and agrees that it shall be fully responsible for the costs of any bodily injury and property damage on the Property in the event of any lapse or deficiency in insurance coverage.

4.04 Environmental Responsibilities

Grantor Responsible for the Property. Grantor is solely responsible, and Grantee has no responsibility, for the operation of the Property or the monitoring of hazardous or other conditions thereon. Nothing in this Easement shall be construed as giving any right or ability to Grantee to exercise physical or managerial control of the day-to-day operations of the Property or of Grantor's activities on the Property. Neither Grantee nor its agents shall be liable to the

Grantor or other person or entity in connection with consents given or withheld or in connection with any entry upon the Property pursuant to this Easement.

Grantor's Environmental Warranty and Indemnity. Grantor represents and warrants that it has no actual knowledge of a release or threatened release of any Hazardous Materials (as defined below) on the Property and hereby promises to hold harmless, defend and indemnify the Indemnified Parties from and against all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or connected with the presence of or any release of Hazardous Materials on the Property or violation of federal, state or local Environmental Laws (as defined below).

This Easement is not intended to and shall not create environmental liability in Grantee. Notwithstanding any other provision herein to the contrary, the parties do not intend this Easement to be construed such that it imposes on, creates in, or gives Grantee:

- (1) the obligations or liability of an "owner" or "operator" as those words are defined and used in Environmental Laws, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq., and hereinafter "CERCLA");
- (2) the obligations or liability of a person described in 42 U.S.C. Section 9607(a)(3) or (4);
- (3) the obligations of a responsible person under any applicable Environmental Laws;
- (4) the right to investigate and remediate any Hazardous Materials, associated with the Property; or
- (5) any control over Grantor's ability to investigate, remove, remediate, or otherwise clean up any Hazardous Materials associated with the Property.

The term "Hazardous Materials" includes, but is not limited to, (i) material that is flammable, explosive, or radioactive; (ii) petroleum products; and (iii) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials, including but not limited to those defined in CERCLA, the Hazardous Materials Transportation Act (49 U.S.C. Section 5101, et seq.), New York Environmental Conservation Law (NY ECL 27-0901), or any other Environmental Law, and in the regulations adopted and publications promulgated pursuant to them, or any other applicable federal, state, or local laws, ordinances, rules, or regulations now

in effect or enacted after the Effective Date. For purposes of this Easement herbicides, pesticides, and crop protectants shall not be considered Hazardous Materials, provided they are applied in a manner consistent with applicable law and agricultural best practices, such as an NRCS plan.

The term “Environmental Laws” includes, but is not limited to, any federal, state or local or administrative agency statute, regulation, rule, ordinance, order or requirement now in effect or enacted after the Effective Date of this Easement relating to pollution, protection of human health, the environment, or Hazardous Materials.

ARTICLE FIVE GRANTEE’S RIGHTS

5.01 Entry and Inspection

Grantee and its employees, agents, and contractors shall have the right to enter upon the Property for the purpose of inspection and monitoring to determine whether this Easement and its Conservation Purpose and other provisions are being upheld. Except in cases where Grantee determines, in its reasonable discretion, that immediate entry is required to investigate a use or condition on the Property in order to prevent, terminate, or mitigate a violation or potential violation of the terms of this Easement, such entry shall be permitted only at reasonable times and upon prior notice to Grantor and shall be made in a manner that will not unreasonably interfere with Grantor’s use and quiet enjoyment of the Property. Grantee shall not have the right to permit access upon the Property by the general public.

5.02 Protection and Restoration

Grantee shall have the right to identify, preserve, and protect in perpetuity the Conservation Values of the Property, including, but not limited to, by means of review and approval of improvements and activities as set forth in Article Four above. Grantee shall have the right to prevent any activity on or use of the Property that is inconsistent with the Conservation Purpose or other provisions of this Easement and to require Grantor to restore such areas or features of the Property that may be damaged by any inconsistent and/or unpermitted condition, activity or use and to enforce these rights by any action or proceeding that Grantee may reasonably deem necessary. In addition, Grantee shall have the right to enter the Property to conduct, at Grantor’s expense, annual mowing in the event Grantor fails to do so pursuant to its obligation in Section 2.05 above. However, Grantor shall not be liable for any changes to the Property resulting from causes beyond Grantor’s control, including, without limitation, fire, flood, storm, earth movement or other acts of nature, unauthorized acts of unrelated third parties so long as reasonable steps had been taken to prevent trespass, or from

any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to persons, property, or to the Property resulting from such causes.

5.03 Enforcement Rights of Grantee

Grantor acknowledges and agrees that Grantee's remedies at law for any violation of this Easement may be inadequate. Therefore, in addition to, and not in limitation of, any other rights of Grantee at law or in equity, in the event any breach, default or violation of any term, provision, covenant or obligation on Grantor's part to be observed or performed pursuant to this Easement is not cured within fifteen (15) days of Grantor's receipt of Grantee's notice of such breach, default or violation, or in cases where more than 15 days is reasonably needed to effect a cure a *bona fide* attempt has not been begun by Grantor within such 15-day period (which notice and cure requirements are expressly waived by Grantor with respect to any such breach, default or violation which, in Grantee's reasonable judgment, requires immediate action to preserve and protect any of the Conservation Values or otherwise to further the Conservation Purpose of this Easement), Grantee shall have the right at Grantor's sole cost and expense and at Grantee's election,

- (a) To institute a suit to enjoin or cure such breach, default or violation by temporary and/or permanent injunction and/or to require the restoration of that portion of the Property affected by such breach, default or violation to the condition that existed prior thereto;
- (b) To enter upon the Property to verify, investigate, document, terminate, or cure such breach, default or violation and/or to cause the restoration of that portion of the Property affected by such breach, default or violation to the condition that existed prior thereto; and/or
- (c) (c) To seek or enforce such other legal, equitable, and/or administrative relief or remedies as Grantee deems necessary or desirable to ensure compliance with the terms, conditions, covenants, obligations and Conservation Purpose of this Easement; provided, however, that any failure, delay or election to so act by Grantee shall not be deemed to be a waiver or a forfeiture of any right or available remedy on Grantee's part with respect to such breach, default, or violation or with respect to any other breach, default or violation of any term, condition, covenant or obligation under this Easement.

Grantee's remedies described in the section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. Grantor also acknowledges that a violation of this Easement may result in fines, fees, taxes, and/or other administrative remedies

being assessed and/or sought against Grantor by taxing or other authorities, including but not limited to the Town of Southampton, and that Grantee may opt, in its sole discretion, to report a violation of this Easement to such administrative authorities.

Grantor shall pay, either directly or by reimbursement to Grantee, all reasonable attorney's fees, court costs and other expenses (collectively, "Litigation Expenses") incurred by Grantee in connection with any proceedings initiated under this section. Litigation Expenses include, but are not limited to, those Litigation Expenses incurred by Grantee in the event Grantor or anyone acting by, through, under, or on behalf of Grantor, commences litigation against Grantee to enforce any rights hereunder or to dispute any action or inaction of Grantee, to enforce any alleged duty or obligation of Grantee hereunder, or to seek damages or specific performance against Grantee, except in the event Grantee is finally determined by a court of competent jurisdiction, beyond right of appeal, to have acted in a manner that is contrary to the terms of this Conservation Easement and to have failed to exercise reasonable judgment (except in those circumstances of which Grantee is given sole and absolute discretion as expressly provided herein), taking into account the Conservation Purpose of this Easement and the circumstances of which Grantee had actual knowledge at the relevant time. Grantee shall not be considered to have failed to exercise reasonable judgment as aforesaid solely based on the fact that Grantee did not or does not prevail in such legal proceedings or that Grantee is determined to have adopted an interpretation of this Conservation Easement not accepted by the court.

5.04 No Waiver

Grantee's exercise of one remedy or relief under this Article Five shall not have the effect of waiving or limiting any other remedy or relief, and the failure to exercise or delay in exercising any remedy shall not have the effect of waiving or limiting the use of any other remedy or relief or the use of such other remedy or relief at any other time.

5.05 Mediation

If a dispute arises between the parties concerning either party's compliance with the terms of this Easement, either party may refer the dispute to mediation by request made in writing upon the other. If both parties agree to mediation via written notice, and provided that Grantor agrees not to commence, or to cease (as applicable), the activity during the pendency of the mediation, within thirty (30) days of the receipt of such a request, the parties shall select a single trained and impartial mediator. If the parties are unable to agree on the selection of a single mediator, then the parties shall, within fifteen (15) days of receipt of the initial request, jointly apply to the American Arbitration Association for the appointment of a trained and impartial mediator with relevant experience in real estate and conservation easements. Mediation shall then proceed in accordance with the following guidelines:

(a) Purpose. The purpose of the mediation is to: (i) promote discussion between the parties; (ii) assist the parties to develop and exchange pertinent information concerning issues in the dispute; and (iii) assist the parties to develop proposals that will enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or de facto modification or amendment of the terms, conditions, or restrictions of this Easement.

(b) Participation. The mediator may meet with the parties and their counsel jointly or ex parte. The parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of the parties with settlement authority will attend mediation sessions as requested by the mediator.

(c) Confidentiality. All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the parties or their respective counsel. The mediator shall not be subject to subpoena by any party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceeding or construed as an admission of a party.

(d) Time Period. Neither party shall be obligated to continue the mediation process beyond a period of ninety (90) days from the date of the selection or appointment of a mediator or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute.

(e) Costs. The cost of the mediator shall be borne equally by Grantor and Grantee; the parties shall bear their own expenses, including attorneys' fees, individually.

5.06 Assignability

Grantee shall have the right to assign any and all of its rights and responsibilities under this Easement, and any and all of its rights, title and interest in and to this Easement only to a qualified organization (herein called the "Assignee"). As used herein the term "qualified organization" means a not-for-profit corporation, or a governmental unit or agency, which is qualified to receive such interests pursuant to Article 49 of the New York Environmental Conservation Law, and is a qualified organization within the meaning of Section 170(h)(3) of the Code, and which is organized or operated primarily or substantially for one of the conservation purposes specified in Section 170(h)(4)(A) of the Code. Any assignment by Grantee must require, and the Assignee must agree, that the Assignee and Assignee's successors will carry out the purposes of, and enforce, this Easement. The Assignee and its successors and assigns

shall have the same right of assignment, subject to compliance with the provisions of this Section. Grantee shall promptly notify Grantor of any such assignment.

5.07 Succession

If at any time Grantee is unable to enforce this Easement, or if Grantee ceases to exist or ceases to be a qualified organization under Section 170(h)(3) of the Code, then this Easement shall be vested in such qualified corporation, body or agency as defined and upon the conditions and limitations contained in Section 5.06 (Assignability) as Grantee shall designate. If, on the occurrence of any of these events, Grantee fails to assign all of its rights and responsibilities under this Easement and all of its rights, title and interest in and to this Easement to a qualified organization, then the rights and responsibilities under this Easement shall become vested in another qualified organization in accordance with a cy pres proceeding brought in any court of competent jurisdiction. The then-current owner(s) of the Property will be notified of any such proceedings.

5.08 Extinguishment

This Easement gives rise to a property right and interest immediately vested in Grantee. For purposes of this Section 5.08, the fair market value of such right and interest shall have a fair market value determined by multiplying (i) the fair market value of the Property unencumbered by this Easement by (ii) the ratio of the value of this Easement as of the Effective Date of this Easement to the value of the Property, unencumbered by this Easement, as of the Effective Date of this Easement. The value as of the date hereof shall be those values used to calculate the deduction of federal income or estate tax purposes allowable by reason of the grant of this Easement, pursuant to Section 170(h) or Section 2055(f) of the Code, as those values shall be established through a "qualified appraisal" arranged by Grantor in accordance with Treas. Reg. Section 1.170A-13 and guidance of the Internal Revenue Service, and in accord with any final determination thereof. The percentage ratio thus determined is hereinafter referred to as the "Proportionate Share" and shall thereafter remain constant. The Proportionate Share of this Easement as determined above shall be filed as part of the Baseline Documentation described in Section 0.03 hereof.

(For example: if the fair market value of the Property is \$500,000 and its restricted value is \$100,000, the Proportionate Share is \$400,000 divided by \$500,000, or 80%.)

If circumstances arise in the future that render the Conservation Purpose of this Easement impossible or impracticable to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction and in accordance with the common and statutory laws of the State of New York.

In the event of an extinguishment or partial extinguishment of this Easement by a judicial proceeding, Grantor shall pay Grantee an amount equal to the Proportionate Share of the then-fair market value of the Property at the time of the extinguishment. Such fair market value shall be established by an arm's length sale of the Property (or such portion of which as to which this Easement is extinguished) consummated within ninety (90) days of the extinguishment, subject to Grantee's approval of the sale price as fairly representing fair market value; otherwise, fair market value shall be determined by independent appraisal by an appraiser who is mutually agreeable to Grantor and Grantee, the cost of which appraisal shall be borne by Grantor. Grantor shall make such payment to Grantee upon the closing of a sale of the Property (or affected portion thereof) consummated within ninety (90) days of the extinguishment; or, if no sale takes place within such time frame, within ninety (90) days of the extinguishment.

If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, so as to abrogate the restrictions imposed by this Easement or otherwise effectively to frustrate the Conservation Purpose hereof, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of the interests in the Property subject to the taking and all incidental or direct damages resulting from the taking. All expenses reasonably incurred by the parties to this Easement in connection with such taking shall be paid out of each party's respective proceeds. Grantee shall be entitled to the Proportionate Share of the recovered proceeds of any such condemnation. Grantee shall use such proceeds actually recovered by it in a manner consistent with the Conservation Purpose of this Easement. Grantor shall obtain Grantee's prior written approval before agreeing to any purchase in lieu of condemnation.

The respective rights of Grantor and Grantee set forth in this Section 5.08 shall be in addition to, and not in limitation of, any rights they may have by law with respect to a modification or termination of this Easement by reason of changed conditions or the exercise of the power of eminent domain as aforesaid. In making this grant of Easement, however, Grantor has considered the possibility that uses prohibited by the terms of this Easement may become more economically viable than the uses specifically reserved by Grantor pursuant to this Easement. It is the intent of both Grantor and Grantee that any such change in economic conditions shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement pursuant to this section.

ARTICLE SIX
MISCELLANEOUS

6.01 Alienability

Grantor shall have the right to convey, mortgage or lease all of its remaining interest in the Property but only subject to the terms of this Easement. Grantor shall promptly notify Grantee of any conveyance of any interest in the Property, including the full name and mailing address of any transferee, and, in the case of a transfer to an entity, the individual principals thereof. The instrument of any such conveyance shall specifically set forth that the interest thereby conveyed is subject to this Easement, without modification or amendment of the terms of this Easement, and shall incorporate this Easement by reference, specifically setting forth the date, office, liber and page of the recording hereof. The failure of any such instrument to comply with the provisions hereof shall not affect Grantee's rights hereunder or the validity of this Easement in any way.

6.02 Entire Understanding

This 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 Easement and superseded by it.

6.03 Amendment

This Easement can be amended and modified only in accordance with the terms of this Easement and the common and statutory laws of the State of New York applicable to the modification of easements and covenants running with the land. Grantee and Grantor shall mutually have the right to agree to amendments to this Easement, provided, however, that Grantee shall have no right or power to agree to any amendment hereto that is inconsistent with the Conservation Purpose or would result in this Easement failing to qualify as a valid conservation easement under Article 49, Title 3, of the Environmental Conservation Law of the State of New York, as the same may be hereafter amended, or any regulation issued pursuant thereto, or under Code section 170(h). No amendment may be approved by Grantee that would – or, as Grantee in its judgment may determine, could – violate the rules of impermissible private benefit or of private inurement under applicable sections of the Code, including but not limited to Section 501(c)(3) of the Code or affect this Easement's perpetual duration. Any such amendment shall be permitted only upon Grantee's determination, in its sole discretion, that such amendment will not jeopardize Grantee's status as an organization described in Code sections 170(h)(3) and 501(c)(3).

6.04 Severability

Any provision of this Easement restricting Grantor's activities that is determined to be invalid or unenforceable by a court of competent jurisdiction shall not be invalidated. Instead, that provision shall be reduced or limited to whatever extent that court determines will make it

enforceable and effective. Any other provision of this Easement that is determined to be invalid or unenforceable by a court of competent jurisdiction shall be severed from the other provisions, which shall remain enforceable and effective.

6.05 Notice

All notices required by this Easement must be written. Notices shall be delivered by hand; by certified U.S. mail, return receipt requested; or by overnight delivery by a reputable national courier service that provides automated delivery tracking; provided, however, that notices from Grantee to Grantor to notify Grantor of the date and time of routine annual monitoring of the Property pursuant to Section 5.01 above may be delivered by U.S. first-class mail or by electronic transmission (e.g., email or facsimile), provided that, in the latter case, the sender receives an acknowledgement of successful transmission or the recipient provides an acknowledgement of receipt. Notices to Grantor shall be addressed to Grantor's address as recited herein or to such other address as Grantor may designate by notice in accordance with this section. Notice to Grantee shall be addressed to its principal office, recited herein, marked for the attention of the President, or to such other address as Grantee may designate by notice in accordance with this section. Notice shall be deemed given and received as of the date of its actual delivery to the recipient.

6.06 Governing Law

New York law applicable to deeds and conservation easements pertaining to land located within New York shall govern this Easement in all respects, including validity, construction, interpretation, breach, violation and performance, except as provided in Section 6.07 hereof.

6.07 Interpretation

Regardless of any contrary rule of construction, no provision of this Easement shall be construed in favor of one of the parties because it was drafted by the other party or the other party's attorney. No alleged ambiguity in this Easement shall be construed against the party which drafted it or against the party whose attorney drafted it. If any provision of this 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 be consistent with the Conservation Purpose of this Easement. 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 Easement, and this Easement shall be interpreted broadly to effect the Conservation Purpose of this Easement as intended by the parties. The parties intend that this Easement, which is by nature and character primarily

negative in that Grantor has restricted and limited his right to use the Property, except as otherwise recited herein, be construed at all times and by all parties to effectuate its Conservation Purpose.

6.08 Public Access

Nothing contained in this Easement grants, nor shall be interpreted to grant, to the general public any right to enter upon the Property.

6.09 Warranties

The warranties and representations made by the parties in this Easement shall survive its execution.

6.10 Recording

Grantee shall record this Easement in the land records of the office of the Clerk of the County of Suffolk, State of New York.

6.11 Enforceable Restriction: Successors

The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, agents, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

6.12 Termination of Rights and Obligations

A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

6.13 Headings

The headings, titles and subtitles herein have been inserted solely for convenient reference and shall be ignored in its construction.

6.14 Counterparts

Grantor and Grantee may execute this instrument in two or more counterparts; each counterpart shall be deemed an original instrument. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

[Signatures to follow on next page.]

DRAFT

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

ACKNOWLEDGED AND ACCEPTED:

GRANTOR

[NAME], a _____

BY: _____
By:
Its:

ACKNOWLEDGED AND ACCEPTED:

GRANTEE

PECONIC LAND TRUST, INCORPORATED

BY: _____
John v.H. Halsey
President

STATE OF NEW YORK)
COUNTY OF SUFFOLK) SS:

On this _____ day of _____ in the year 20__ before me, the undersigned, personally appeared, 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

STATE OF NEW YORK)
COUNTY OF SUFFOLK) SS:

On this day of in the year 20__ before me, the undersigned, personally appeared **John v. H. Halsey**, 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

SCHEDULE A: Metes and Bounds Description of the Property

Notary Public

STATE OF _____)
COUNTY OF _____) SS:

On this day of in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are)

subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

EXHIBIT B
Baseline Documentation Acknowledgement

The undersigned, _____, on behalf of Grantor, and _____, representing Grantee, certify as follows:

- a) Each is familiar with the condition of the Property, and
- b) Each does hereby acknowledge and certify that the Baseline Documentation, and all of its inclusions, dated _____, _____, is an accurate representation of the condition of the Property as of the Effective Date of the Conservation Easement.

Duplicate originals of the Baseline Report were signed and delivered by each of Grantor and Grantee, and each will receive duplicate originals of the Baseline Documentation as of the conveyance of the Easement.

GRANTOR

[Name], a _____

By:
Its:

GRANTEE

PECONIC LAND TRUST, INCORPORATED,
a not-for-profit New York corporation

By:

Its:

DRAFT