

APPENDIX D

Sample Open Space Conservation Easement

Subf
AS

ANTHONY B. TOHILL, P.C.
ATTORNEYS AT LAW
12 FIRST STREET
P.O. BOX 1330
RIVERHEAD, NEW YORK 11901-0903

TELEPHONE:
(631) 727-8383

TELEFAX:
(631) 727-6336

March 2, 2012

Alyxandra K. Sabatino
Southold Town Planning Department
P.O. Box 1179
Southold, NY 11971

MAR - 2012

Re: Patrick Guadagno

Dear Aly:

Here is a copy of the Conservation Easement with the County Clerk's filing receipt showing recordation today at Liber 12686 page 579.

Very truly yours,



Anthony B. Tohill

ABT/lm
Enc.

cc: Patrick Guadagno (w/enc.)
Scott Dobriner (w/o enc.)

RECEIPT
Suffolk County Clerk
JUDITH A. PASCALE
County Clerk

RECEIVED
MAR - 2 2012

Receipt Number : 12-0025103
Payor Name : ANTHONY TOHILL

DESCRIPTION TRANS AMOUNT

Type of Instrument: EASEMENT
Page/Filing \$90.00
Handling \$20.00
COE \$5.00
NYS SRCHG \$15.00
TP-584 \$5.00
Notation \$0.00
Cert.Copies \$0.00
RPT \$30.00
Transfer tax \$0.00
Comm.Pres \$0.00

Fees Paid \$165.00
Conveyance Amt: \$0.00
Transfer Tax Number 11-15327
LIBER D00012686
PAGE 579
DATE: 03/02/2012 TIME: 10:49:57 AM

RECEIPT TOTAL \$165.00
CHECK AMT PAID \$165.00
TOTAL AMOUNT PAID \$165.00
CHECK REFUND \$0.00

COMMENTS

OC

1 2

Number of pages

This document will be public record. Please remove all Social Security Numbers prior to recording.

Deed / Mortgage Instrument	Deed / Mortgage Tax Stamp	Recording / Filing Stamps
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3 FEES

Page / Filing Fee _____	Mortgage Amt. _____
Handling <u>5.00</u>	1. Basic Tax _____
TP-584 _____	2. Additional Tax _____
Notation _____	Sub Total _____
EA-52 17 (County) _____	Spec./Assit. _____
EA-5217 (State) _____	or _____
R.P.T.S.A. _____	Spec./Add. _____
Comm. of Ed. <u>5.00</u>	TOT. MTG. TAX _____
Affidavit _____	Dual Town _____ Dual County _____
Certified Copy _____	Held for Appointment _____
NYS Surcharge <u>15.00</u>	Transfer Tax _____
Other _____	Mansion Tax _____
Sub Total _____	The property covered by this mortgage is or will be improved by a one or two family dwelling only.
Grand Total _____	YES _____ or NO _____
	If NO, see appropriate tax clause on page # _____ of this instrument.



4	^{p/o} Dist. 1000	Section 027.00	Block 01.00	Lot 002.000	5	Community Preservation Fund
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Real Property Tax Service Agency Verification	Consideration Amount \$ <u>0.00</u>
	CPF Tax Due \$ <u>N/A</u>

6	Satisfactions/Discharges/Releases List Property Owners Mailing Address RECORD & RETURN TO: ANTHONY B. TOHILL, P.C. P.O. Box 1330 Riverhead, NY 11901	Improved _____ Vacant Land <u>X</u> TD _____ TD _____ TD _____
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Mail to: Judith A. Pascale, Suffolk County Clerk 310 Center Drive, Riverhead, NY 11901 www.suffolkcountyny.gov/clerk	7	Title Company Information Co. Name _____ Title # _____
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8 Suffolk County Recording & Endorsement Page

This page forms part of the attached Open Space Conservation Easement made by: _____ (SPECIFY TYPE OF INSTRUMENT)

_____ TO _____

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

In the TOWN of SOUTHOLD

In the VILLAGE _____ or HAMLET of ORIENT

_____ TOWN OF SOUTHOLD _____

Open Space Conservation Easement
Guadagno Subdivision Open Space

THIS OPEN SPACE CONSERVATION EASEMENT is made on the 1st of February, 2017 at Southold, New York. The parties are PATRICK GUADAGNO residing at 405 East 54th Street, Apt. 3K, New York, NY 10022 (herein called "Grantor"), and the TOWN OF SOUTHOLD, a municipal corporation, having a principal office at 53095 Main Road, PO Box 1179, Southold, NY 11971 (herein called "Grantee").

INTRODUCTION

Whereas, Grantor is the owner in fee simple of certain real property located in the Town of Southold, Suffolk County, New York, identified as SCTM# 1000-27-1-2, and has made application to and has received approval from the Planning Board of the Town of Southold to subdivide said real property as shown on the Subdivision Map of "Patrick Guadagno" prepared by John C. Ehlers Land Surveyor, last dated 12/7/2011, which map is to be filed in the Suffolk County Clerk's office; is shown in Exhibit A, and hereinafter referred to as the "Premises."

Whereas, General Municipal Law Section 247 provides for the acquisition by designated governmental bodies and entities, including Towns, of fee title or lesser interests in real property, including conservation easements, which may be necessary and desirable for the preservation, conservation, and retention of open spaces and areas of scenic and natural quality; and

Whereas, Grantee warrants and represents to Grantor that Grantee is a municipal corporation organized and existing under the laws of the State of New York and is authorized under Section 64 of the New York State Town Law and Section 247 of the New York General Municipal Law to acquire fee title or lesser interests in land, including development rights, easements, covenants, and other contractual rights which may be necessary or desirable for the preservation and retention of open spaces and natural or scenic resources.

Whereas, §278 of New York State Town Law authorizes cluster development of subdivisions for the purpose of preserving the natural and scenic qualities of open lands; and

Whereas, Section 240-42H of the Subdivision Code of the Town of Southold requires that Standard Subdivisions of properties seven acres or more in size be developed as clustered subdivisions and preserve a minimum of 60% of the buildable lands as open space in perpetuity; and

Whereas, Section 240 of the Subdivision Code of the Town of Southold permits the use of required open space for the purpose of agricultural production; and

Whereas, as a condition of approval of the standard subdivision plat entitled "Standard Subdivision of Guadagno" (shown in Exhibit A) and to further the Town's goals of land preservation, the Southold Town Planning Board has required this Open Space Conservation

Easement be placed over the subject property described in Schedule A (6.00 acres), attached hereto and made a part hereof, shown on the aforementioned Subdivision Map as the "Open Space Conservation Easement Area" and hereinafter referred to as the "Easement Area;" and

Whereas, as a condition of said approval, the Planning Board has required that the within Easement be recorded in the Suffolk County Clerk's Office prior to the filing of the aforementioned Subdivision Map; and

NOW THEREFORE, Grantor hereby grants, transfers and conveys to Grantee, an Open Space Conservation Easement in gross, which shall be binding upon and shall restrict the premises shown on the aforesaid subdivision map, herein referred to as the Easement Area, more particularly described in and designated in Schedule A, and illustrated in Exhibit B annexed hereto and made a part of this instrument.

0.01 Grantor's Warranty and Liens Subordinated

Grantor warrants and represents to the Grantee that Grantor is the owner in fee simple of the Easement Area described in SCHEDULE A, and possesses the right to grant this easement. Grantor also represents that as of the date of this grant, there are no liens or mortgages outstanding against the Easement Area, except any listed as Exhibit C that are subordinated to Grantee's rights under this Easement. Grantor has the right to use the Easement Area as collateral to secure the repayment of debt, provided that any lien or mortgage or other rights granted for such purpose, regardless of date, are subordinate to Grantee's rights under this Easement. Under no circumstances may Grantee's rights be extinguished or otherwise affected by the recording, foreclosure, or any other action taken concerning any subsequent lien or other interest in the Easement Area. Subordination agreements recognizing the terms of this easement and subordinating any mortgages or liens to the easement must be recorded in the Suffolk County Clerk's office

0.02 Purpose

The parties recognize the open space, scenic, natural resource and agricultural values of the Easement Area and have the common purpose of preserving these values. This Deed is intended to convey an Open Space Conservation Easement on the Easement Area by Grantor to Grantee, exclusively for the purpose of preserving its open space character in perpetuity for its open space, scenic, and natural resource qualities, including agricultural soil, by preventing the use or development of the Easement Area for any purpose or in any manner contrary to the provisions hereof, in furtherance of federal, New York State and local conservation policies.

0.03 Boundary Markers.

The Easement Area boundary shall be marked by concrete monuments placed at each corner. Property boundaries running in a straight line greater than 800' shall have concrete monuments placed every 500'.

0.04 Recitation

In consideration of the recited facts, mutual promises, undertakings, and forbearances contained in this Easement, the parties agree upon its provisions, intending to be bound by it.

ARTICLE ONE

THE EASEMENT

1.01 Type

This instrument conveys an Open Space Conservation Easement (herein called the "Easement"). This Easement shall consist of the covenants, restrictions, rights, terms, and conditions recited herein. Reference to this "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 run with the Easement Area in perpetuity.

1.03 Effect

This Easement shall run with the Easement Area as an incorporeal interest in the Easement Area, and shall extend to and be binding upon Grantor, Grantor's agents, tenants, occupants, heirs, personal representatives, successors and assigns, and all other individuals and entities. 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 its subsequent agents, successors, and assigns, and the word "Grantee" when used herein shall include all of those persons or entities.

ARTICLE TWO

CONVEYANCE

GRANTOR, as a condition of subdivision approval, hereby grants, releases, and conveys to Grantee this Easement, in perpetuity, together with all rights to enforce it. Grantee hereby accepts this Easement in perpetuity, and undertakes to enforce it against Grantor.

ARTICLE THREE

PROHIBITED ACTS

From and after the date of this Easement, the following acts, uses and practices are prohibited forever upon or within the Easement Area; except as otherwise specifically permitted by the provisions hereof.

3.01 Structures and Improvements

No buildings or other structures or improvements may be erected or constructed on the Easement Area except as provided for in Section 4.03.

3.02 Excavation, Grading and Removal of Materials; Mining

Except as provided for in Section 4.03, the excavating, grading or filling of the Easement Area is prohibited. Mineral exploitation, and extraction by any method, surface or subsurface, is prohibited. The removal of topsoil, sand, or other materials shall not take place, nor shall the topography of the Easement Area be changed.

3.03 Subdivision

There shall be no further subdivision, division or partitioning of the Easement Area.

3.04 Dumping

The dumping or accumulation of unsightly or offensive materials including, but not limited to trash, garbage, sawdust, ashes or chemical waste in the Easement Area is prohibited. Commercial production of compost is prohibited.

3.05 Signs

The display of signs, billboards, or advertisements is prohibited, except for small signs whose placement, number, and design do not significantly diminish the scenic character of the Easement Area and only for any of the following purposes: (a) to state the name and/or address of the Easement Area and the names and addresses of the occupants, (b) to temporarily advertise the property for sale or rent, (c) to post the Easement Area to control unauthorized entry or use, or (d) to announce Grantee's conservation easement. Signs are subject to regulatory requirements of the Town. The Southold Town Planning Board reserves the right to determine whether a particular sign meets the restrictions and purposes of this easement.

3.06 Motorized vehicles

The use of all motorized vehicles within the Easement Area is prohibited, including but not limited to recreational vehicles, dirt bikes, and all-terrain vehicles (ATV's) except as provided for in Section 4.03.

3.07 Soil and Water

Any use or activity that causes or is likely to cause soil degradation, compaction or erosion or pollution of any surface or subsurface waters is prohibited.

3.08 Vegetation

Except as provided for in Section 4.03, the cutting, removal or disturbance of vegetation, including trees, shrubs, and groundcover, is prohibited without the prior written consent of the Southold Town Planning Board, which may be granted with limitations and only to control or prevent the spread of disease or invasive plant or animal species. The Easement Area may be supplemented with native vegetation plantings with prior written consent of the Southold Town Planning Board where invasive or diseased plants had to be removed, and according to a re-vegetation plan.

3.09 Commercial Livestock

The use of the Easement Area for the raising of livestock for Concentrated Animal Feeding Operations (CAFO's) as defined by the US Environmental Protection Agency shall be prohibited. Also prohibited are those commercial livestock operations involving species specifically listed in Southold Town Code requirements as not allowed in subdivision open space.

3.10 Utilities

The creation or placement of overhead utility transmission lines, utility poles, underground wires, pipes, or wells on the Easement Area is prohibited, except as provided for in Section 4.03.

3.11 Other Uses

The use of the Easement Area for any commercial purpose other than agriculture, or any industrial purpose is prohibited. The use of the Easement Area as a leaching or sewage disposal field is prohibited. Retail sales of any kind, including agricultural products, are prohibited. Other uses not permitted include shooting ranges, paintball, tennis courts, swimming pools, wireless facilities (cell towers), and all uses that are not consistent with the purposes of this easement.

3.12 Drainage

The use of the Easement Area as a leaching or sewage disposal field is prohibited. The use of the Easement Area for drainage is prohibited, except to control flooding or soil erosion from the driveway to Lot 2, or from uses permitted in Section 4.03. Drainage methods located in the Easement Area shall be natural, e.g. drainage swales.

3.13 Development Rights

The use of the acreage of this Easement Area for purposes of calculating lot yield on any other property is prohibited. Grantor hereby grants to Grantee all existing development rights (and any further development rights that may be created through a rezoning of the Easement Area) on the Easement Area and the parties agree that such rights, except those required to carry out the permitted uses of and activities on the Easement Area, are terminated and extinguished and may not be used or transferred to any other parcels.

ARTICLE FOUR

GRANTOR'S RIGHTS

4.01 Ownership

Subject to the provisions of ARTICLE THREE, Grantor shall retain all other customary rights of ownership in the Easement Area, some of which are more particularly described in this ARTICLE FOUR.

4.02 Possession

Grantor shall continue to have the right to exclusive possession of the Easement Area.

4.03 Permitted Uses

Grantor shall have the right to use the Easement Area in any manner and for any purpose consistent with and not prohibited by this Easement or applicable local, New York State, or federal law. Permitted Uses are described in more detail below.

A. Passive Outdoor Recreation

"Passive outdoor recreation" is defined as dispersed, noncommercial, nonexclusive, and non-motorized public recreational activities that do not rely on buildings or spectator facilities and have minimal impact on renewable natural resources. Such uses include hiking, nature observation, picnicking, cross-country skiing, snowshoeing, horseback riding, bird watching, hunting and enjoyment of open space.

B. Agriculture, Gardens & Pasture

Grantor shall have the right to clear vegetation, mow, maintain and cultivate the Easement Area for the purpose of agriculture, including pasture for livestock, or for the purpose of installing and maintaining gardens

C. Livestock

The keeping of livestock is allowed, except for those species specifically prohibited by Southold Town Code regarding allowable uses on subdivision open space.

Soil must be protected from erosion due to over-grazing and trampling.

D. Structures

A structure is permitted in this open space conservation area in consideration of the reduced density (from four lots to two) provided in the subdivision that created this required open space area.

1. One building is permitted, subject to prior written approval by the Southold Town Planning Board, limited in size to 1,000 s.f., and located in the area designated as "Location of Future Agricultural Barn" within the Easement Area.

2. Pursuant to Southold Town Code Section 240-44 D. Restrictions on use of open space", the structure must be found necessary to support an active viable agricultural operation, and must be used for that purpose only. The Planning Board may require the Grantor to remove the building if it is found to be used for purposes other than agriculture in the Easement Area.
3. The permitted structure shall not be used as a dwelling.
4. To obtain Planning Board written approval, plans for the structure, related stormwater pollution prevention controls, and access to the barn must be provided for their review. See Section 4.04 Notice for more details.
5. Fencing to protect crops or contain livestock may be constructed with no prior approval from the Planning Board. Fences must not block the scenic views important to the community.
6. Structures may be denied by the Planning Board if they are found to not be related to agriculture as defined by the New York State Department of Agriculture and Markets.

E. Farm Road

A farm road to access crops and permitted agricultural structures may be constructed, only if using permeable surface materials such as dirt or gravel and only by prior permission of the Planning Board. Any such farm road may not be used for residential purposes to access the residential lots.

F. Environmental Sensitivity During Construction

The use and location of any improvement permitted to be constructed hereunder shall be consistent with the conservation purposes intended herein, and construction of any such improvement shall minimize disturbances to the environment including but not limited to minimal removal of vegetation, minimal movement of earth and minimal clearance of access routes for construction vehicles.

G. Motorized vehicles

Motorized vehicles are permitted only as necessary to maintain an agricultural operation.

4.04 Notice

Grantor shall notify Grantee, in writing, ninety (90) days before exercising any reserved right with respect to the Easement Area. Grantor shall provide Grantee with complete documentation including information on the need for the proposed activity. The request for approval shall describe the nature, scope, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Planning Board to evaluate the proposal.

This notice is in addition to any other governmental applications and/or approvals that may be required by this Easement or by the Town Code of the Town of Southold.

4.05 Alienability

Grantor shall have the right to convey, mortgage or lease all of its remaining interest in the Easement Area but only subject to this Easement. Grantor shall promptly notify the Southold Town Planning Board of any conveyance of any interest in the Easement Area, including the full

name and mailing address of any transferee, and the individual principals thereof, under any such conveyance. The instrument of any such conveyance shall specifically set forth that the interest thereby conveyed is subject to this Easement, without modification or amendment of the terms of this Easement, and shall incorporate this Easement by reference, specifically setting for 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.

ARTICLE FIVE

GRANTOR'S OBLIGATIONS

5.01 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 Easement Area, including any taxes or levies imposed to make those payments. The failure of Grantor to pay all such taxes, levies and assessments and other governmental or municipal charges shall not cause an alienation of any rights or interests acquired herein by Grantee.

5.02 Indemnification

Grantor shall indemnify and hold Grantee harmless for any liability, costs, attorneys' fees, judgments or expenses to Grantee or any of its officers, employees, agents or independent contractors arising from the physical maintenance or condition of the Easement Area or from any taxes, levies or assessments upon it or resulting from this Easement, all of which are considered Grantor's sole obligations.

5.03 Third Party Claims

Grantor shall indemnify and hold Grantee harmless for any liability, costs, attorneys' fees, judgments, or expenses to Grantee or any of its officers, employees, agents or independent contractors resulting: (a) from injury to persons or damages to property arising from any activity on the Easement Area, except those due solely to the acts of the Grantee, its officers, employees, agents, or independent contractors; and (b) from actions or claims of any nature by third parties arising out of the entering into or exercise of rights under this easement, excepting any of those matters arising solely from the acts of Grantee, its officers, employees, agents, or independent contractors.

ARTICLE SIX

GRANTEE'S RIGHTS

6.01 Entry and Inspection

Grantee shall have the right to enter upon the Easement Area at reasonable times, upon prior notice of at least thirty days to Grantor, unless Grantee determines that immediate entry is

required to prevent, terminate or mitigate a violation of this easement, and in a manner that will not interfere with Grantor's quiet use and enjoyment of the Easement Area, for the purpose of inspection to determine whether this Easement and its purposes and provisions are being upheld. Grantee, its successors, assigns, agents, attorneys, representatives and affiliates shall not interfere with the Grantor's use and quiet enjoyment of the Easement Area. Grantee shall not have the right to enter upon the Easement Area for any other purpose, except pursuant to 6.03 (ii) hereof, nor to permit access upon the Easement Area by the public.

6.02 Restoration

In the event of any violation of this Easement, Grantee shall have the right to require Grantor to restore the Easement Area to the condition existing prior to the claimed violation and to enforce this right by any action or proceeding that the Southold Town Planning Board may reasonably deem necessary. However, Grantor shall not be liable for any changes to the Easement Area resulting from causes beyond Grantors control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to persons or to the Easement Area resulting from such causes.

6.03 Enforcement Rights of Grantee

Grantor acknowledges and agrees that Grantee's remedies at law for any violation of this Easement are inadequate. Therefore, in addition to, and not in limitation of, any other rights of Grantee hereunder 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 by Grantor within fifteen (15) days notice thereof by Grantee (which notice requirement is 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 open space values or otherwise to further the purposes of this Easement), Grantee shall have the right at Grantor's sole cost and expense and at Grantee's election,

- (i) To institute a suit to enjoin or cure such breach, default or violation by temporary and/or permanent injunction,
- (ii) To enter upon the Easement Area and exercise reasonable efforts to terminate or cure such breach, default or violation and/or to cause the restoration of that portion of the Easement Area affected by such breach, default or violation to the condition that existed prior thereto, or
- (iii) To seek or enforce such other legal and/or equitable relief or remedies as Grantee deems necessary or desirable to ensure compliance with the terms, conditions, covenants, obligations and purposes 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.

If Grantor acknowledges or a court of competent jurisdiction determines that a violation of this easement has occurred, Grantor shall pay, either directly or by reimbursement to Grantee, all reasonable attorney's fees, court costs and other expenses incurred by Grantee (herein called "Legal Expenses") in connection with any proceedings under this Section 6.03.

6.04 No Waiver

Grantee's exercise of one remedy or relief under this ARTICLE SIX 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.

ARTICLE SEVEN

MISCELLANEOUS

7.01 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.

7.02 Amendment

Grantor and Grantee recognize that circumstances could arise which justify amendment of certain of the terms, covenants, or restrictions contained in this Conservation Easement, and that some activities may require the discretionary consent of Grantee. To this end, Grantor and Grantee have the right to agree to amendments and discretionary consents to this Instrument, provided that in the sole and exclusive judgment of the Grantee, and after a public hearing by the Southold Town Planning Board, and upon recommendation of the Southold Town Planning Board with a majority plus one vote in favor, such amendment or discretionary consent furthers or is not inconsistent with the purpose of this grant. Amendments will become effective upon recording.

Notwithstanding the foregoing, the Grantee and Grantor have no right or power to consent to any action or agree to any amendment that allows development other than structures already allowed in this document, or that would result in the substantial alteration to or destruction of important natural resources, contradict the purpose of this easement, or limit the term or result in termination of this Conservation Easement, or adversely affect the qualification of this Instrument or the status of Grantee under applicable laws including New York State General Municipal Law § 247.

7.03 Severability

If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

7.04 Notice

All notices required by this Easement must be written. Notices shall be delivered by hand or express, certified or registered mail, return receipt requested, or by certified mail, with sufficient prepaid postage affixed and with return receipts requested. Mailed or expressed notice 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 7.04. Mailed notice to Grantee shall be addressed to its principal office, recited herein, marked for the attention of the Town Supervisor, Southold Town Planning Board, and the Town Attorney, or to such other address as Grantee may designate by notice in accordance with this Section 7.04. Notice shall be deemed given and received as of the date of its manual delivery or the date of its mailing.

7.05 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 7.06 hereof.

7.06 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's attorney. No alleged ambiguity in this Easement shall be construed 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 purposes of this Easement. Any rule of strict construction designed to limit the breadth of the restrictions on use of the Easement Area shall not apply in the construction or interpretation of this Easement, and this Easement shall be interpreted broadly to effect the purposes 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 Easement Area, except as otherwise recited herein, be construed at all times and by all parties to effectuate its purposes.

7.07 Public Access

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

7.08 Warranties

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

7.09 Recording

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

7.10 Headings

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

7.11 Entire Agreement

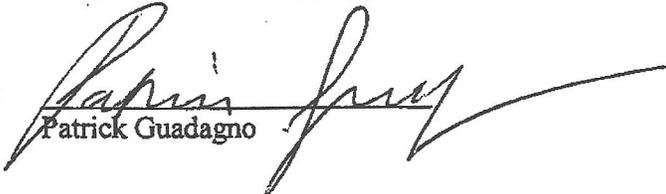
This instrument sets forth the entire agreement of the parties with respect to the Easement Area and supercedes all prior discussions, negotiations understandings or agreements relating to the Easement Area all of which are merged herein.

7.12 Authorization

Grantor warrants that the conveyance of this easement has been duly authorized by its members and Grantee warrants that acceptance of this conservation easement has been duly authorized by resolution of the Town Board.

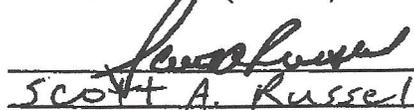
IN WITNESS WHEREOF, Grantor has executed and delivered and Grantee has accepted and received this Deed of Open Space Conservation Easement on the day and year set forth above.

ACKNOWLEDGED AND ACCEPTED:

BY: 
Patrick Guadagno

ACKNOWLEDGED AND ACCEPTED:

TOWN OF SOUTHOLD (Grantee)

BY: 
SCOTT A. RUSSELL (Supervisor)

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS:

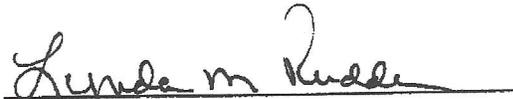
On this ^{December} 13 day of ~~September~~ in the year 2011 before me, the undersigned, personally appeared PATRICK GUADAGNO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that 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.

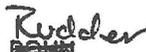

Notary Public

NICHOLAS L J WILLIAMS
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN NEW YORK COUNTY
REG. #01W16227866
MY COMM. EXP. 09/07/2014

STATE OF NEW YORK)
COUNTY OF SUFFOLK) SS:

On this ^{February} 1st day of ~~September~~ in the year 2011 before me, the undersigned, personally appeared Scott A. Russell, 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


LYNDA M. ~~DEHN~~
NOTARY PUBLIC, State of New York
No. 01BO6020932
Qualified in Suffolk County
Term Expires March 8, 2015

- SCHEDULE A: Metes and Bounds Description of Easement Area(s)
- EXHIBIT A: Final Subdivision Map of Patrick Guadagno
- EXHIBIT B: Easement Area(s) Map
- EXHIBIT C: Current mortgages or liens on the property
(Grantor must obtain consent from lenders so that a lender cannot extinguish an easement in the event of foreclosure. This does not preclude the grantor from obtaining future mortgages on the property)

SCHEDULE A**DESCRIPTION OF EASEMENT AREA**

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

BEGINNING at a point North 64 degrees 55 minutes 00 seconds West 1022.58 feet west from the intersection of the north side of Orchard Street and the west side of Platt Road; and

RUNNING THENCE from said point or place of beginning North 64 degrees 55 minutes 00 seconds West 325.67 feet along the north side of Orchard Street to a point; and

RUNNING THENCE North 26 degrees 45 minutes 20 seconds East 293.61 feet to a point;

RUNNING THENCE North 59 degrees 9 minutes 25 seconds West 175.35 feet to a point and land of Orient Central Cemetery;

RUNNING THENCE North 41 degrees 04 minutes 00 seconds East 411.99 feet along the easterly boundary of Orient Central Cemetery to a point;

RUNNING THENCE South 55 degrees 8 minutes 50 seconds East 383.73 feet to a point;

RUNNING THENCE South 25 degrees 05 minutes 00 seconds West 642.00 feet to the point or place of beginning.

"FINAL PLAT OF PATRICK GUADAGNO"

ORIENT
TOWN OF SOUTHDOLD
SUFFOLK COUNTY, NEW YORK

MAPPED DECEMBER 9, 2009
SUFFOLK COUNTY TAX MAP NUMBER
10000 - 27 - 1 - 2

PLAT No. 28
SCHOOL DISTRICT No. 2

APPLICANT:
PATRICK GUADAGNO
10000 27 1 2
SOUTHOLD, NY 11988

COVENANTS AND RESTRICTIONS

- The proposed structure to be built on the lot shall be in accordance with the zoning regulations of the Town of Southold, Suffolk County, New York.
- The proposed structure shall be built on the lot in accordance with the zoning regulations of the Town of Southold, Suffolk County, New York.
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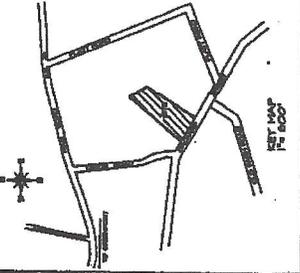
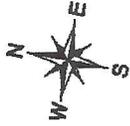
THESE COVENANTS AND RESTRICTIONS SHALL BE APPLICABLE TO THE PROPOSED STRUCTURE AND TO ALL SUBSEQUENT OWNERS OF THE PROPERTY.

PERMITS REQUIRED

THE PROPOSED STRUCTURE SHALL BE SUBJECT TO THE PERMITS REQUIRED BY THE TOWN OF SOUTHDOLD, SUFFOLK COUNTY, NEW YORK. THE PERMITS REQUIRED ARE:

1. ZONING PERMIT
2. SUBDIVISION PERMIT
3. ERIE COUNTY PERMIT
4. SUFFOLK COUNTY PERMIT

TOTAL AREA = 42000 SQ. FT. (0.95 ACRES)



ALL LOTS TO BE BUILT WITH CONCRETE FOUNDATIONS AND CONCRETE SLABS ON GRADE. THE FOUNDATIONS SHALL BE REINFORCED WITH #4 BARS AT 12" ON CENTER. THE SLABS SHALL BE 4" THICK AND REINFORCED WITH #4 BARS AT 12" ON CENTER. THE FOUNDATIONS SHALL BE REINFORCED WITH #4 BARS AT 12" ON CENTER. THE SLABS SHALL BE 4" THICK AND REINFORCED WITH #4 BARS AT 12" ON CENTER.

NO.	DESCRIPTION	AMOUNT
1
2
3
4
5
6
7
8
9
10

JOHN C. EHLERS LAND SURVEYOR
6 EAST MAIN STREET
REVEREND, N.Y. 11801
609-888-7800
609-888-7801
609-888-7802
609-888-7803
609-888-7804
609-888-7805
609-888-7806
609-888-7807
609-888-7808
609-888-7809
609-888-7810

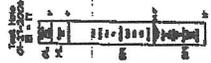
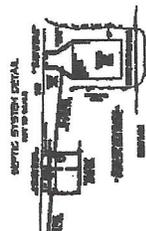
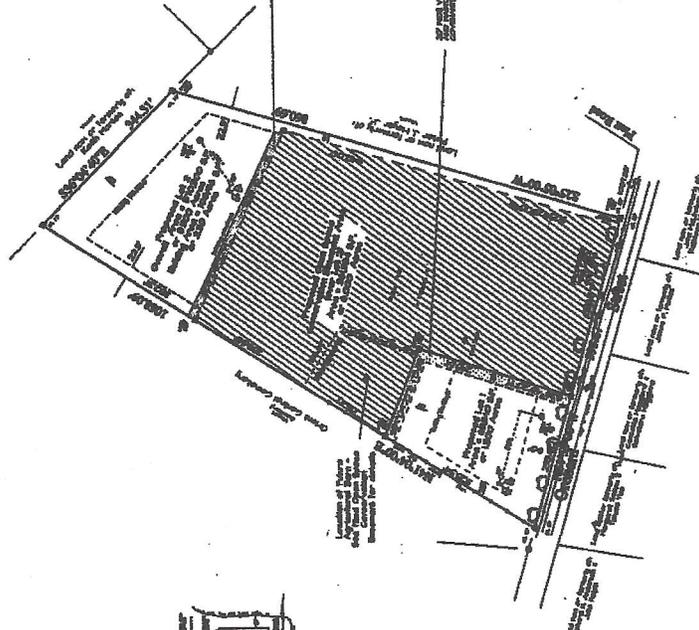
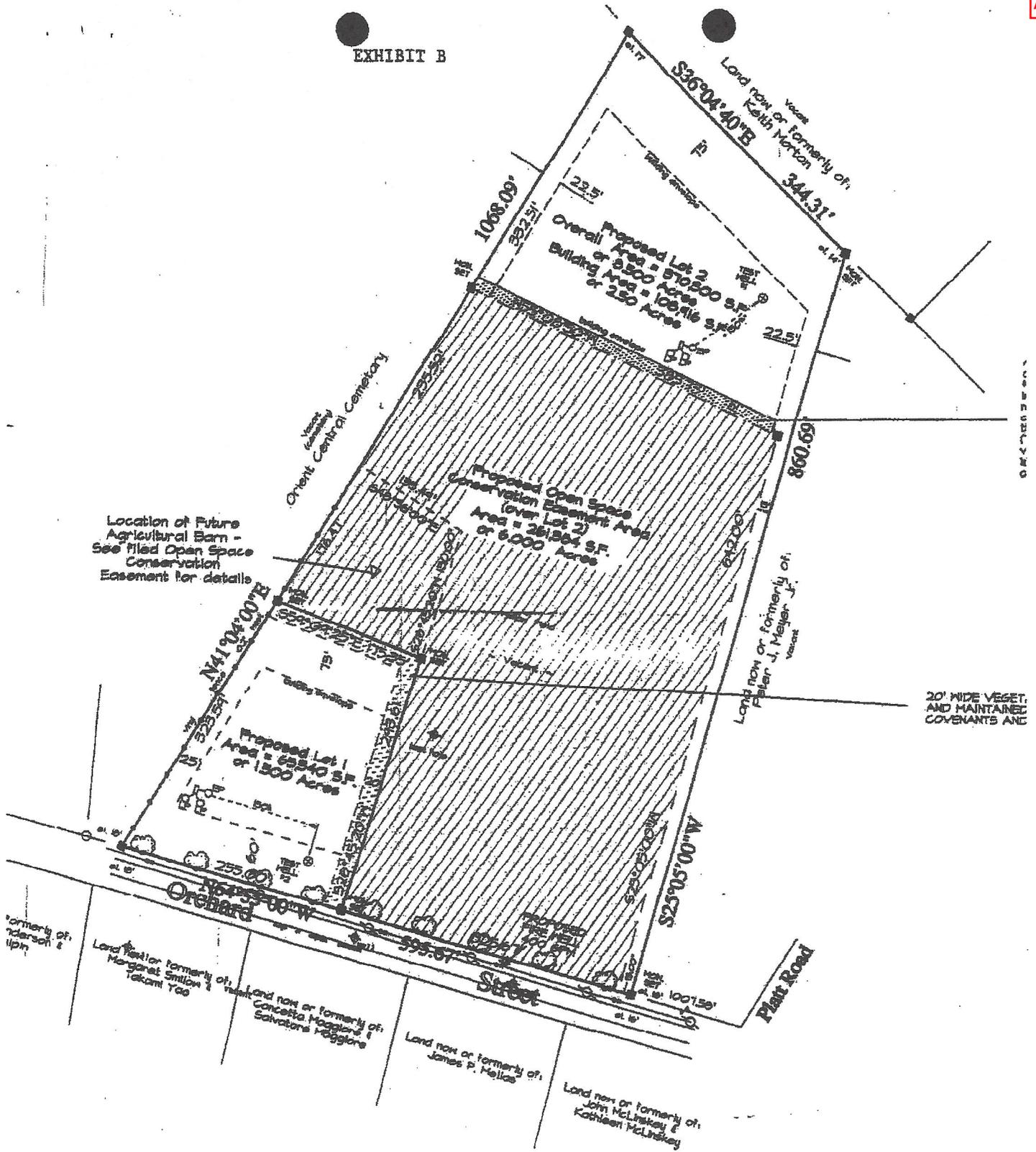


EXHIBIT B



I HEREBY CERTIFY THAT THE WATER SUPPLY(S) AND/OR SEWAGE DISPOSAL SYSTEM(S) FOR THIS PROJECT WERE DESIGNED BY ME OR UNDER MY DIRECTION BASED UPON A CAREFUL AND THOROUGH STUDY OF THE SOIL, SITE AND GROUNDWATER CONDITIONS. ALL LOTS AS PROPOSED, CONFORM TO THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES CONSTRUCTION STANDARDS IN EFFECT AS OF THIS DATE.

I HEREBY CERTIFY THAT THIS MAP WAS MADE BY US FROM ACTUAL SURVEY COMPLETED DECEMBER 24, 2024 & THAT ALL CONCRETE MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS CORRECTLY SHOWN AND ALL DIMENSIONAL AND GEODETIC DETAILS ARE CORRECT.



EXHIBIT C

CONSENT OF MORTGAGEE

DECLARANT: PATRICK GUADAGNO

NAME OF MORTGAGEE: JPMorgan Chase Bank, National Association successor in interest by purchase from the Federal Deposit of Insurance Corporation, as receiver for Washington Mutual Bank formerly Washington Mutual Bank, FA a federal association.

LIBER NO. 20985 PAGE NO. 243

In the matter of the application of PATRICK GUADAGNO the undersigned, as holder of a mortgage or lien on premises described in Schedule A annexed hereto, hereby consents to the annexed Open Space Conservation Easement on said premises.

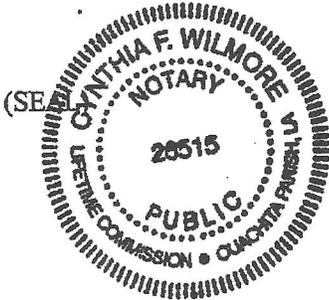
JPMorgan Chase Bank, National Association successor in interest by purchase from the Federal Deposit of Insurance Corporation, as receiver for Washington Mutual Bank formerly Washington Mutual Bank, FA a federal association.

Nicole Scurfield

By: Nicole Scurfield
Its: Vice President

STATE OF Louisiana)
) ss:
COUNTY OF Ouachita)

On the 9th day of December, in the year 2011 before me the undersigned, personally appeared, Nicole Scurfield, personally known to me or proved to me on the basic of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Monroe, Louisiana.



Cynthia F. Wilmore
Notary Public: Cynthia F. Wilmore
My Commission Expires: Lifetime

C:\Documents and Settings\WS-1\My Documents\Realestate\GUADAGNO-Open Space
Easement 12-2011.doc

TP-584 (3/07)

New York State Department of Taxation and Finance

Recording office time stamp



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Please print or type.

Schedule A — Information relating to conveyance

<input checked="" type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Other	Grantor/Transferor	Name (if individual; last, first, middle initial) GUADAGNO, Patrick	[Redacted]
		Mailing address [Redacted]	Social security number [Redacted]
		City State ZIP code [Redacted]	Federal employer ident. number [Redacted]
			Social security number [Redacted]
<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input checked="" type="checkbox"/> Other Municipality	Grantee/Transferee	Name (if individual; last, first, middle initial) TOWN OF SOUTHOLD	Social security number [Redacted]
		Mailing address 53095 Main Road, P.O. Box 1179	Social security number [Redacted]
		City State ZIP code Southold NY 11974	Federal employer ident. number [Redacted]

Location and description of property conveyed

Tax map designation			Address	City/village	Town	County
Section	Block	Lot				
027.00	01.00	002.000	2595 Orchard St.	Orient	Southold	Suffolk

Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house	5 <input type="checkbox"/> Commercial/Industrial	Date of conveyance 2/1/2018 month day year	Percentage of real property conveyed which is residential real property <u>100.00</u> % (see instructions)
2 <input type="checkbox"/> Residential cooperative	6 <input type="checkbox"/> Apartment building		
3 <input type="checkbox"/> Residential condominium	7 <input type="checkbox"/> Office building		
4 <input checked="" type="checkbox"/> Vacant land	8 <input type="checkbox"/> Other _____		

Condition of conveyance (check all that apply)

- a. Conveyance of fee interest
- b. Acquisition of a controlling interest (state percentage acquired _____%)
- c. Transfer of a controlling interest (state percentage transferred _____%)
- d. Conveyance to cooperative housing corporation
- e. Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)
- f. Conveyance which consists of a mere change of identify or form of ownership or organization (attach Form TP-584.1, Schedule F)
- g. Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)
- h. Conveyance of cooperative apartment(s)
- i. Syndication
- j. Conveyance of air rights or development rights
- k. Contract assignment
- l. Option assignment or surrender
- m. Leasehold assignment or surrender
- n. Leasehold grant
- o. Conveyance of an easement
- p. Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III)
- q. Conveyance of property partly within and partly outside the state
- r. Other (describe) _____

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B., Part I \$ _____		
	Schedule B., Part II \$ _____		

Schedule B — Real estate transfer tax return (Tax Law, Article 31)

Part I — Computation of tax due

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) Exemption claimed
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

1.	0.00
2.	N/A
3.	N/A
4.	N/A
5.	N/A
6.	0.00

Part II — Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part I, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A)
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

1.	
2.	
3.	

Part III — Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a
- b. Conveyance is to secure a debt or other obligation b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d
- e. Conveyance is given in connection with a tax sale e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F f
- g. Conveyance consists of deed of partition g
- h. Conveyance is given pursuant to the federal Bankruptcy Act h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) k
- l. Other (attach explanation) Conveyance of easement only; no consideration l

*Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in New York City, make check(s) payable to the NYC Department of Finance. If a recording is not required, send this return and your check(s) made payable to the NYS Department of Taxation and Finance, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

I (we) certify that: (check the appropriate box)

- 1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
- 2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

Other (attach detailed explanation).

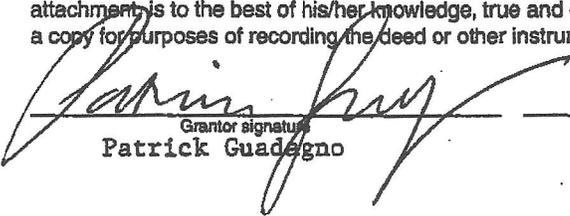
- 3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.

- 4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City, make check payable to the NYC Department of Finance.)

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Town of Southold



Grantor signature
Patrick Guadagno

Title

Grantee signature

Title

Grantor signature

Title

Grantee signature

Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in New York City, to the NYC Department of Finance? If no recording is required, send your check(s), made payable to the Department of Taxation and Finance, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

I (we) certify that: (check the appropriate box)

- 1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
- 2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is not principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Please note: for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

Other (attach detailed explanation).

- 3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
- 4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City, make check payable to the NYC Department of Finance.)

Signature (both the grantor(s) and grantee(s) must sign)

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Town of Southold

		By: <i>Scott A. Russell</i>	<i>Supervisor</i>
Grantor signature Patrick Guadagno	Title	Grantee signature Scott A. Russell	Title
Grantor signature	Title	Grantee signature	Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in New York City, to the NYC Department of Finance? If no recording is required, send your check(s), made payable to the Department of Taxation and Finance, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)

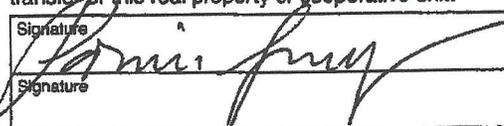
Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

Part I - New York State residents

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature 	Print full name PATRICK GUADAGNO	Date 1-13/11
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Note: A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

Part II - Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

Exemption for nonresident transferor(s)/seller(s)

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ to _____ (see instructions).
Date Date
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Peconic Bay Region Community Preservation Fund

- East Hampton 03
- Riverhead 06
- Shelter Island 07
- Southampton 09
- Southold 10

Please print or type.

Schedule A - Information Relating to Conveyance

GRANTOR <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	Name (individual; last, first, middle initial)	GUADAGNO, Patrick			Social Security Number	[REDACTED]
	Mailing address	405 East 54th St., Apt. 3K			Federal employer ident. number	
	City	State	ZIP code			
	New York	NY	10022			
GRANTEE <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other Municipality	Name (individual; last, first, middle initial)	TOWN OF SOUTHOLD			Social Security Number	
	Mailing address	53095 Main Road, P.O. Box 1179			Social Security Number	
	City	State	ZIP code			
	Southold	NY	11974			[REDACTED]

Location and description of property conveyed

Tax map designation				Address	Village	Town
Dist	Section	Block	Lot			
1000	027.00	01.00	002.000	2595 Orchard St.	Orient	Southold

Type of property conveyed (check applicable box)

Improved

Vacant Land

Date of Contract

Date of Conveyance

Dual Towns:

N/A			2 1 2012		
MONTH	DAY	YEAR	MONTH	DAY	YEAR

- ... a. - Conveyance of fee interest
- ... b. - Acquisition of a controlling interest (state percentage acquired _____%)
- ... c. - Transfer of a controlling interest (state percentage transferred _____%)
- ... d. - Conveyance to cooperative housing corporation
- ... e. - Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest
- ... f. - Conveyance which consists of a mere change of identity or form of ownership or organization
- ... g. - Conveyance for which credit for tax previously paid will be claimed
- ... h. - Conveyance of cooperative apartments(s)
- ... i. - Syndication
- ... j. - Conveyance of air rights or development rights
- ... k. - Contract assignment
- ... l. - Option assignment or surrender
- ... m. - Leasehold assignment or surrender
- ... n. - Leasehold grant
- ... o. - Conveyance of an easement
- ... p. - Conveyance for which exemption from transfer tax is claimed (complete Schedule B, Part II)
- ... q. - Conveyance of property partly within and partly without the state.
- ... r. - Other (describe) _____

Condition of conveyance (check all that apply)

Schedule B - Community Preservation Fund

Part I - Computation of Tax Due

1 Enter amount of consideration for the conveyance (from line 1 TP-584 Schedule B)	1	0	00
2 Allowance (see below)	2	75,000	00
3 Taxable consideration (subtract line 2 from line 1)	3	N/A	
4 2% Community Preservation Fund (of line 3) make certified check payable to SUFFOLK COUNTY CLERK	4	N/A	
5 Property not subject to CPF Tax (See Schedule C)			

For recording officer's use	Amount received	Date received	Transaction number

Allowance:

East Hampton:	\$250,000.00 Improved	\$100,000.00 Vacant Land (Unimproved)
Shelter Island:	\$250,000.00 Improved	\$100,000.00 Vacant Land (Unimproved)
Southampton:	\$250,000.00 Improved	\$100,000.00 Vacant Land (Unimproved)
Riverhead:	\$150,000.00 Improved	\$75,000.00 Vacant Land (Unimproved)
Southold:	\$150,000.00 Improved	\$75,000.00 Vacant Land (Unimproved)

Schedule B - (continued)

Part II - Explanation of Exemption Claimed in Part I, line 1 (check any boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York or any of their instrumentalities, agencies or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada)
- b. Conveyance is to secure a debt or other obligation
- c. Conveyance is without additional consideration to confirm, correct, modify or supplement a prior conveyance
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts
- e. Conveyance is given in connection with a tax sale
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.)
- g. Conveyance consists of deed of partition
- h. Conveyance is given pursuant to the federal bankruptcy act
- i. Conveyance consists of the execution of a contract to sell real property without the use or occupancy of such property or the granting of an option to purchase real property without the use or occupancy of such property
- j. Conveyance or real property which is subject to restrictions which prohibit the use of the entire property for any purposes except agriculture, recreation or conservation, pursuant to Section 1449-ee (2) or (k) of Article 31-D of the Tax Law. (See required Town approval, below).
- k. Conveyance of real property for open space, parks, or historic preservation purposes to any not-for-profit tax exempt corporation operated for conservation, environmental, or historic preservation purposes.
- l. Other list explanations in space below (Grandfather/Contract) Conveyance of easement only - no consideration
- m. The conveyance is approved for an exemption from the Community Preservation Transfer Tax, under Section 1449-ee of Article 31-D of the Tax law. (See j in Schedule C)

Town Attorney or other designated official

Penalties and Interest

Penalties

Any grantor or grantee failing to file a return or to pay any tax within the time required shall be subject to a penalty of 10% of the amount of tax due plus an interest penalty of 2% of such amount for each month of delay or fraction thereof after the expiration of the first month after such return was required to be filed or the tax became due. However, the interest penalty shall not exceed 25% in the aggregate.

Interest

Daily compounded interest will be charged on the amount of the tax due not paid within the time required.

***** By signing the following, the buyer and seller further represent and attest to the fact that for property lying within Southold Town, a validly executed contract was in effect prior to March 1, 1999 and that for all other towns subject at the CPF tax, a validly executed contract was in effect prior to April 1, 1999.

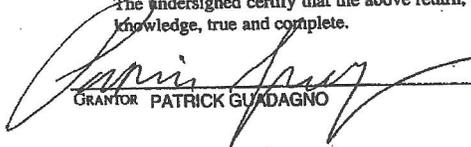
Seller

Buyer

Signature (both the grantor(s) and grantee(s) must sign).

The undersigned certify that the above return, including any certification, schedule or attachment, is to the best of his/her knowledge, true and complete.

TOWN OF SOUTHOLD


GRANTOR PATRICK GUADAGNO

By:
GRANTEE

GRANTOR

GRANTEE

Schedule B - (continued)

Part II - Explanation of Exemption Claimed in Part I, line 1 (check any boxes that apply)

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- k. Conveyance of real property for open space, parks, or historic preservation purposes to any not-for-profit tax exempt corporation operated for conservation, environmental, or historic preservation purposes.
- l. Other list explanations in space below (Grandfather/Contract) ~~Conveyance of easement, only no consideration~~
- m. The conveyance is approved for an exemption from the Community Preservation Transfer Tax, under Section 1449-ee of Article 31-D of the Tax law. (See j in Schedule C)

Town Attorney or other designated official

Penalties and Interest

Penalties

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Seller

Buyer

Signature (both the grantor(s) and grantee(s) must sign).

The undersigned certify that the above return, including any certification, schedule or attachment, is to the best of his/her knowledge, true and complete.

GRANTOR PATRICK GUADAGNO

TOWN OF SOUTHOLD

By:

GRANTEE

Scott A. Russell
Super visor

GRANTOR

GRANTEE

PB, HL, MT, AS
file

A-53

ANTHONY B. TOHILL, P.C.
ATTORNEYS AT LAW
12 FIRST STREET
P.O. BOX 1330
RIVERHEAD, NEW YORK 11901-0903

TELEPHONE:
(631) 727-8383

TELEFAX:
(631) 727-6336

February 24, 2012

Alyxandra K. Sabatino
Southold Town Planning Department
P.O. Box 1179
Southold, NY 11971

Re: Guadagno

Dear Aly:

For your file here is a copy of the Declaration filed on January 20, 2012 at Liber 12682 page 837 at the County Clerk's office.

Very truly yours,

Anthony B. Tohill

ABT/lm
Enc.

24 110



SUFFOLK COUNTY CLERK
RECORDS OFFICE
RECORDING PAGE

Type of Instrument: DECLARATION
Number of Pages: 7
Receipt Number : 12-0007320

Recorded: 01/20/2012
At: 02:46:15 PM
LIBER: D00012682
PAGE: 837

District: 1000 Section: 027.00 Block: 01.00 Lot: 002.000

EXAMINED AND CHARGED AS FOLLOWS

Received the Following Fees For Above Instrument

		Exempt			Exempt
Page/Filing	\$35.00	NO	Handling	\$20.00	NO
COE	\$5.00	NO	NYS SRCHG	\$15.00	NO
TP-584	\$0.00	NO	Notation	\$0.00	NO
Cert.Copies	\$0.00	NO	RPT	\$30.00	NO
			Fees Paid	\$105.00	

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

JUDITH A. PASCALE
County Clerk, Suffolk County

RECORDED
2012 Jan 20 02:46:15 PM
JUDITH A. PASCALE
CLERK OF
SUFFOLK COUNTY
L 000012682
P 837

1 2

Number of pages

7

This document will be public record. Please remove all Social Security Numbers prior to recording.

Deed / Mortgage Instrument	Deed / Mortgage Tax Stamp	Recording / Filing Stamps
----------------------------	---------------------------	---------------------------

3		FEES	
Page / Filing Fee	<u>35</u>	Mortgage Amt.	_____
Handling	<u>25 00</u>	1. Basic Tax	_____
TP-584	_____	2. Additional Tax	_____
Notation	_____	Sub Total	_____
EA-52 17 (County)	_____	Spec./Assit.	_____
EA-5217 (State)	_____	or	_____
R.P.T.S.A.	<u>30 00</u>	Spec./Add.	_____
Comm. of Ed.	<u>5. 00</u>	TOT. MTG. TAX	_____
Affidavit	_____	Dual Town _____ Dual County _____	_____
Certified Copy	_____	Held for Appointment _____	_____
NYS Surcharge	<u>15. 00</u>	Transfer Tax	_____
Other	_____	Mansion Tax	_____
	Sub Total <u>55</u>	The property covered by this mortgage is or will be improved by a one or two family dwelling only.	
	Sub Total <u>50</u>	YES _____ or NO _____	
	Grand Total <u>105</u>	If NO, see appropriate tax clause on page # _____ of this instrument.	



4	D	1000 02700 0100 002000	32,000	5	Community Preservation Fund
---	---	------------------------	--------	---	-----------------------------

Real Pr
Tax Ser
Agen
Verific



Consideration Amount \$ 00

CPF Tax Due \$ 00

6

Satisfactions/Discharges/Releases List Property Owners Mailing Address
RECORD & RETURN TO:

ANTHONY B. TOHILL, P.C.
P.O. Box 1330
Riverhead, NY 11901

Improved _____

Vacant Land X _____

TD _____

TD _____

TD _____

Mail to: Judith A. Pascale, Suffolk County Clerk 310 Center Drive, Riverhead, NY 11901 www.suffolkcountyny.gov/clerk	7	Title Company Information
	Co. Name	_____
	Title #	_____

8 Suffolk County Recording & Endorsement Page

This page forms part of the attached Declaration _____ made by: _____ (SPECIFY TYPE OF INSTRUMENT)

The premises hereby is situated in
GUADAGNO
TO
In the TOWN of SOUTHOLD
In the VILLAGE
or HAMLET of ORIENT

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

(over)

DECLARATION

THIS DECLARATION made the th 13 day of December, 2011, by PATRICK GUADAGNO, residing at [REDACTED] hereinafter referred to as the Declarant.

W I T N E S S E T H :

WHEREAS, the Declarant is the owner of certain real property situate in the Hamlet of Orient, Town of Southold, County of Suffolk, State of New York, more particularly bounded and described as set forth on Schedule A annexed hereto; and

WHEREAS, the Declarant has made application to the Planning Board of the Town of Southold for approval to subdivide said real property; and

WHEREAS, for and in consideration of the granting of said approval, the Planning Board of the Town of Southold has deemed it to be for the best interests of the Town of Southold and the owners and prospective owners of the two (2) residential lots within said real property that the within covenants and restrictions be imposed on said two (2) residential lots, and as a condition of said approval, said Planning Board has required that the within Declaration be recorded in the Suffolk County Clerk's Office; and

WHEREAS, the Declarant has considered the foregoing and has determined that the same will be in the best interests of the Declarant and subsequent owners of said two (2) residential lots,

NOW, THEREFORE, THIS DECLARATION WITNESSETH:

That the Declarant, for the purposes of carrying out the intentions above expressed, does hereby make known, admit, publish, covenant and agree that the said real property herein described shall hereafter be subject to the following covenants which shall run with the land and shall be binding upon all purchasers and holders of each of said two (2) residential lots, their heirs, executors, legal representatives, distributees, successors and assigns, to wit:

- A. Access to Lot 2 on the subject subdivision map shall be from a private driveway within the 15' wide flag strip shown on said map.
- B. The principal structure for each lot must be located within the principal building envelope shown on the approved map.
- C. No residential structures may be located within the Open Space Easement area shown on the approved map.
- D. Residents of the lots on the approved subdivision map are advised that the lots are subject to the noise, dust and odors normally associated with agriculture activities pursuant to Article XXII, Farmland Bill of Rights, of the Southold Town Code.
- E. There shall be no further subdivision of

any lots on the approved subdivision map in perpetuity.

- F. There shall be no changes to any of the lot lines without Planning Board approval.
- G. The use of native, drought-tolerant plants in landscaping is required.
- H. The residential application and use of synthetic fertilizers and pesticides capable of entering the potable water supply is prohibited.
- I. Only the use of organic fertilizers where the water-soluble nitrogen is no more than 20% of the total nitrogen in the mixture is required.
- J. A maximum of 1 lb. of nitrogen per 1,000 square feet in any one application, with a cumulative application of no more than 2 lbs. per 1,000 square feet per year is required.
- K. Fertilizer products shall be applied only during the growing season (typically mid-March through mid-October).
- L. The use of underground storage tanks except those with spill, overflow, and corrosion protection requirements in place is prohibited.
- M. Prior to construction activity on any of the lots within the subdivision, the project will require a General Permit for storm water run-off from construction activity administered by the New York State Department of Environmental Conservation Under Phase II State Pollutant Discharge Elimination System.
- N. A 20' wide landscaped buffer shall be established on Lot 1 on the north and east property lines along the entire length of the property lines. The landscape buffer shall be planted with indigenous, drought-tolerant vegetation similar to that found

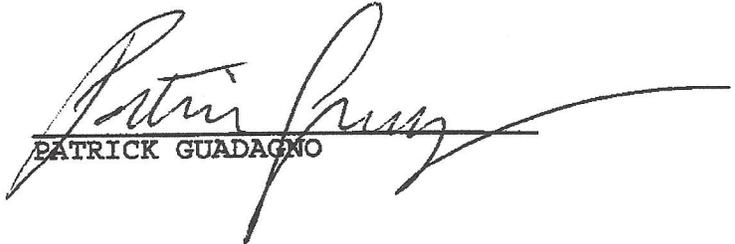
within the immediate proximity of the parcel. Vegetation shall be installed in sufficient densities to achieve 95% ground cover within two years of installation. Survival of planted vegetation shall be 90% for a period of three years. Maintenance activities within the buffer are limited to removing vegetation which is hazardous to life and property, trimming tree limbs up to a height of 15 feet to maintain viewsheds and replanting of vegetation.

- O. All utilities serving each lot shall be located underground.
- P. A 15' wide by 370' long vegetated buffer is to be established and maintained directly north and adjacent to the northern boundary of the Open Space Conservation Easement belonging to Lot #2 (buffer would be approximately 5,550 s.f. and located entirely outside of the easement area as indicated on the subdivision map). Sixty percent of this buffer is to be maintained with clusters of native trees and shrubs no less than 4' in height. The balance (40%) can be planted with clusters of native grasses, wildflowers and other native species (less than 4' in height) to allow the property owner views of and access to the protected field. No less than 15 native trees (7 deciduous, 8 evergreen) will be planted and none of the areas between the clusters of taller vegetation will exceed 75' in length. The subject buffer is to be planted, as specified, prior to the issuance of a Certificate of Occupancy for the residence located on Lot #2.

The within Declaration may not be annulled, waived, changed or modified, unless and until approved by resolution of the Planning Board of the Town of Southold, by a vote of a

majority plus one of said Planning Board after a public hearing.

IN WITNESS WHEREOF, the Declarant above named has executed the foregoing Declaration the day and year first above written.


PATRICK GUADAGNO

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

On the 13 day of December, in the year 2011 before me the undersigned, personally appeared PATRICK GUADAGNO 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
NICHOLAS L J WILLIAMS
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN NEW YORK COUNTY
REG. #01W16227806
MY COMM. EXP. 09/07/2014

SCHEDULE A**DESCRIPTION OF PROPERTY**

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

BEGINNING at a point North 64 degrees 55 minutes 00 seconds West 1007.58 feet west from the intersection of the north side of Orchard Street and the west side of Platt Road; and

RUNNING THENCE from said point or place of beginning North 64 degrees 55 minutes 00 seconds West 595.67 feet along the north side of Orchard Street to a point marked by a concrete monument; and

RUNNING THENCE North 41 degrees 04 minutes 00 seconds East 1068.09 feet along the easterly boundary of Orient Central Cemetery to a point marked by a concrete monument and land now or formerly of Morton;

RUNNING THENCE along the southerly boundary of lands now or formerly of Morton South 36 degrees 4 minutes 40 seconds East 344.31 feet to a point and lands now or formerly of Meyer;

RUNNING THENCE along the westerly boundary of lands now or formerly of Meyer, South 25 degrees 05 minutes 00 seconds West 860.69 feet to the point or place of beginning.

SCTM: District 1000 Section 027.00 Block 01.00 Lot 002.000

ANTHONY B. TOHILL, P.C.
ATTORNEYS AT LAW
12 FIRST STREET
P.O. BOX 1330
RIVERHEAD, NEW YORK 11901-0903

TELEPHONE:
(631) 727-8383

TELEFAX:
(631) 727-6336

PB, HL, MT, AS
file
A-62

March 26, 2012

Alyxandra K. Sabatino
Southold Town Planning Department
53095 Route 25
P.O. Box 1179
Southold, NY 11971

Re: Guadagno

Dear Aly:

Here is a print of the final plat now filed on March 23, 2012 at the County Clerk's office as Map Number 11850. Thank you for your help throughout this process.

Very truly yours,



Anthony B. Tohill

ABT/lm
Enc.

cc: Patrick Guadagno (w/enc.)
Scott Dobriner (w/o enc.)

MAR 28 2012

GuadagnoPage FourFebruary 7, 2012

unless the said plat is first re-submitted to the Planning Board and the Planning Board approves any modifications. In the event that any such Final Plat is filed without complying with this requirement, the same shall be considered null and void, and the Planning Board shall institute proceedings to have the Final Plat stricken from the records of the Suffolk County Clerk.

If you have any questions regarding the above, please contact this office.

Very truly yours,



Donald J. Wilcenski
Chairman

cc: Patrick Guadagno
Anthony Tohill, Esq.