SUFFOLK COUNTY CLERK
RECORDS OFFICE
RECORDING PAGE

Type of Instrument: CONTRACT OF SALE		Recorded:	08/06/2001
Number of Pages: 41		At:	02:36:58 PM
TRANSFER TAX NUMBER: 01-00726		**LIBER:**	**D00012134**
		PAGE:	**104**

District:	Section:	Block:	Lot:
1000	013.00	02.00	007.008

MORTGAGE TAX NUMBER: CS34330

EXAMINED AND CHARGED AS FOLLOWS

Deed Amount: $222,000.00

Received the Following Fees For Above Instrument

		Exempt			Exempt
Page/Filing	$0.00	YES	Handling	$0.00	YES
COE	$0.00	YES	TP-584	$0.00	YES
Cert.Copies	$0.00	YES	RPT	$0.00	YES
SCTM	$0.00	YES	Transfer tax	$0.00	YES
Comm.Pres	$0.00	YES	Mort.Basic	$0.00	YES
Mort.Addl	$0.00	YES	Mort.SplAddl	$0.00	YES
Mort.SplAsst	$0.00	YES			
			Fees Paid	$0.00	

TRANSFER TAX NUMBER: 01-00726

THIS PAGE IS A PART OF THE INSTRUMENT

Edward P.Romaine
County Clerk, Suffolk County

THIS AGREEMENT, made this 19th day of July, Two Thousand One;

BETWEEN

FRANK B. ZIMMER, as Trustee of the Todd Buchanan Memorial Trust, located at 34 Admirals Drive, Bay Shore, New York 11706, hereinafter described as the SELLER,

and the COUNTY OF SUFFOLK, a municipal corporation, having its principal offices at County Center, Riverhead, New York, hereinafter described as the PURCHASER,

WITNESSETH, that the SELLER agrees to sell and convey, and the PURCHASER agrees to purchase, as authorized by Chapter 8 of the Suffolk County Code, and in accordance with Resolution No. 285-1981, as amended, and Resolution No. 1201-2000 of the Suffolk County Legislature, on file with the Clerk of the Suffolk County Legislature, the Development Rights, as hereinafter defined, in all that certain plot, piece or parcel of land, situate, lying and being in the Town of Southold, County of Suffolk and State of New York, more particularly bounded and described as set forth in the description annexed hereto as Exhibit "G".

1. Development Rights, as authorized by §247 of the New York State General Municipal Law, as amended, shall mean the permanent legal interest and right to permit, require or restrict the use of the premises exclusively for agricultural production as that term is defined in Chapter 8 of the Suffolk County Code, as amended, and the right to preserve open space as that term is defined in §247 of the General Municipal Law as amended, and the right to prohibit or restrict the use of the premises for any purposes other than agricultural production or to subdivide same. By the sale of such development rights and interest, the SELLER shall be deemed to have covenanted and agreed that the SELLER, and the heirs, legal representatives, successors and assigns of the SELLER, shall only use the premises on and after the date of delivery of the instrument of conveyance to the County of Suffolk for the purpose of such agricultural production. Such covenant shall run with the land in perpetuity. The provisions of this paragraph shall survive the delivery of the instrument of conveyance.

2. The SELLER acknowledges that by the terms of this contract and the declarations in the deed, that it has been informed that neither the SELLER, nor his heirs, successors in interest, successors in title or assignees shall be permitted to remove soil from the property to be covered by these development rights. The representation is intended to also serve as a covenant running forever with the land in perpetuity and the provisions of this paragraph shall survive the delivery of any instruments of this conveyance.

3. The power and purpose of the PURCHASER is limited to acquiring the Development Rights in land presently used or suitable for agricultural production and the PURCHASER reserves the right, upon obtaining a survey and inspecting the premises in relation thereto, to hold a public hearing on said purchase and acquisition, and thereafter, either cancel this agreement if the premises are not entirely used or suitable for agricultural production or to accept that portion of the premises which is suitable for agricultural production, as herein defined, in which case the price will be adjusted in proportion to the area deemed suitable using the unit price as herein set forth.

4. The price is TWO HUNDRED TWENTY-TWO THOUSAND and 00/100 ($222,000.00) DOLLARS, based on the representation of the SELLER that the premises contain 12± acres of cropland, the development rights of which are valued at EIGHTEEN THOUSAND FIVE HUNDRED and 00/100 ($18,500.00) DOLLARS per acre. The computation of acreage to determine purchase price shall not include land contained in the bed of any easement, public road, private road, or of any acres as to which any other person or the public may have any rights, but title to the Development Rights to all such areas as the SELLER may have shall, nevertheless, be conveyed to the PURCHASER. The price will be adjusted to the actual acreage to be determined by a survey, as set forth below. PURCHASER will have the premises surveyed by a professional engineer or licensed land surveyor of its choice, at its expense, to determine the actual acreage of the area suitable for agricultural production. If the SELLER is dissatisfied with the PURCHASER'S survey, SELLER may have the premises surveyed by a licensed land surveyor of his choice, at his expense. If there is a substantial variation between the two surveys, the acreage for the purpose of this contract shall be determined by a third surveyor to be selected by the first two surveyors. The determination of the third surveyor, whose cost shall be borne equally by the SELLER and PURCHASER, shall be binding. If a SELLER'S survey or a third survey is secured, the recomputation of acreage to determine purchase price shall not include land contained in the bed of any easement, public road, private road, or of any acres as to which any other person or the public may have any rights, but title to the Development Rights to all such areas as the SELLER may have shall, nevertheless, be conveyed to the PURCHASER. There shall be no other adjustments or apportionments. The price shall be payable by Suffolk County check at the time of closing.

5. The deed shall be in the form approved by the Suffolk County Attorney, and shall be duly executed and acknowledged so as to convey to the PURCHASER, the Development Rights of the said premises, free of all liens and encumbrances, except as herein stated. If the SELLER is a corporation, it will deliver to the PURCHASER at the time of the delivery of the deed hereunder a resolution of its Board of Directors authorizing the sale and delivery of the deed, and a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the conveyance is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with said section.

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

7. The SELLER covenants and agrees that the underlying fee title retained by the SELLER may not be subdivided into plots by the filing of a subdivision map pursuant to §§276 and 277 of the Town Law and/or §335 of the Real Property Law. The underlying fee may be divided by conveyance of parts thereof to heirs and next of kin, by will or by operation of law, or with the written recordable consent of the PURCHASER. Subdivision shall also be defined to include the division of the land covered by the development rights into two or more parcels in whole or in part. The provisions of this section shall survive delivery of the instrument of conveyance and shall be considered a covenant running with the land in perpetuity and shall be

binding upon the SELLER, his heirs, successors and assigns, and shall inure to the benefit of the PURCHASER and its successors and assigns.

8. Said development rights to the premises herein are to be conveyed subject to: (a) no mortgages, liens, or encumbrances; (b) any state of facts an accurate survey may show, providing same does not render title to the development rights unmarketable; (c) covenants, easements, restrictions of record, if any, provided same do not prohibit the use of the premises for agricultural production as defined herein, and further provided that such covenants, easements or restrictions do not diminish the approved appraised value of said property; (d) determinations made after public hearing; (e) consents and permits, if necessary, as may be required by any federal, state or local agency having jurisdiction; (f) an environmental audit of the premises showing the premises to be free of contamination from toxic and/or hazardous substances; (g) Suffolk County Administrative Code Section A14-30(M) attached hereto as Exhibit "I", which states, in effect, that transfer of title to this parcel or interest therein shall take place within two years after the effective date of the County resolution authorizing acquisition of the same; and (h) the right of ingress and egress to the subject premises over the right-of-ways as described in Liber 5346 cp 124, and Liber 5362 cp 82, and affirmative title insurance insuring the same. Moreover, this provision, paragraph 8(h), shall survive the delivery of any instrument of conveyance pursuant to this agreement.

9. The PURCHASER may make its determination of whether the premises are free from all encumbrances, on the basis of its own examination of the title, or that of its agents, or a title report of a member company of the New York Board of Title Underwriters, and may require the SELLER to clear title exceptions raised to the satisfaction of the PURCHASERS and, if any is involved, the title company.

10. If, at the date of closing, there may be any other liens or encumbrances which the SELLER is obligated to pay and discharge, the SELLER may use any portion of the balance of the purchase price to satisfy the same, provided the SELLER shall simultaneously either deliver to the PURCHASER at the closing of title instruments in recordable form and sufficient to satisfy such liens and encumbrances of record, together with the cost of recording or filing said instruments. The SELLER agrees to sign such proper vouchers for the closing check(s) as may be requested by the Suffolk County Comptroller and Suffolk County Treasurer at least two weeks prior to the date fixed for closing. The PURCHASER, if request is made within a reasonable time prior to the date of closing of title, agrees to provide at the closing separate checks as requested, aggregating the amount of the purchase price, to facilitate the satisfaction of any such liens or encumbrances. The existence of any such taxes or other liens and encumbrances shall not be deemed objections to title if the SELLER shall comply with the foregoing requirements.

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

12. In the event that the SELLER is unable to convey title in accordance with the terms of this contract, the sole liability of the SELLER will be to pay the cost of examining the title, by the

PURCHASER, the PURCHASER'S agents, or the PURCHASER'S title company, which cost is not to exceed the charges fixed by the New York Board of Title Underwriters, and the cost of any survey made in connection therewith incurred by the PURCHASER and upon such payment being made, this contract shall be considered canceled.

13. The SELLER, simultaneously with the execution and delivery of this agreement, has also delivered the required verified public disclosure statement for filing with the County Comptroller; a copy of that statement is attached. At the time of the closing, the SELLER shall submit a current statement or a sworn statement that there have been no changes in interest since the date of this agreement. Any evidence of a conflict of interest or prohibited contractual relationship shall require approval of the contract and sale by the Supreme Court of the State of New York.

14. The deed shall be delivered at the offices of ROBERT J. CIMINO, Suffolk County Attorney, H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York, 11788 or at such other place as may be agreed upon by the parties, at 10:00 o'clock in the forenoon, on or about 90 days from the date the public hearing hereunder is held, subject to a survey guaranteed to Suffolk County pursuant to paragraph 4 herein first being received.

15. The parties agree that no broker brought about this sale and the SELLER agrees to hold the County of Suffolk harmless and to indemnify PURCHASER for any claims for brokers commissions arising out of this transaction.

16. The SELLER herein agrees to comply with all disclosure requirements as imposed upon the PURCHASER through the various and several local laws and resolutions as enacted by the Suffolk County Legislature.

17. The SELLER further agrees to file and execute all affidavits, documents and vouchers as required by said local laws of the County of Suffolk, rules, regulations, ordinances, statutes and resolutions of the Suffolk County Legislature. This requirement shall survive the closing of title and delivery of the deed.

18. The SELLER represents that the premises are agricultural land used for bona fide agricultural production as defined herein. At no time, to the SELLER'S knowledge, has the premises been used for the generation, storage, or disposal of hazardous substances, or, as a landfill or other waste disposal site. There are not now, nor have there ever been, underground storage tanks, to the SELLER'S knowledge, on the premises.

19. The SELLER represents that there are no actions, suits, claims or proceedings seeking money damages, injunctive relief, remedial action or any other remedy pending or threatened relating to a violation or non-compliance with any Environmental Law; or the disposal, discharge or release of solid wastes, pollutants or hazardous substances; or exposure to any chemical substances, noises or vibrations to the extent the same arise from the condition of the premises or SELLER'S ownership or use of the premises.

20. The SELLER represents that no consent or approval is needed from any governmental agency for the transfer of the development rights from SELLER to PURCHASER, and neither the execution of this agreement, nor the closing of title, will violate any Environmental Law.

21. These representations and warranties contained in paragraphs 18, 19, 20, and 22 shall survive the closing, shall be binding upon SELLER and his successors and assigns, and shall inure to the benefit of PURCHASER and its successors and assigns.

22. The SELLER covenants and agrees that he will:

(a) Not generate, store or dispose of hazardous substances on the premises, nor allow others to do so;

(b) Comply with all Environmental Laws;

(c) Allow PURCHASER and its agents reasonable access to the premises for the purposes of ascertaining site conditions and for inspection of the premises for compliance with this agreement.

This covenant shall run with the land in perpetuity and the provisions of this paragraph shall survive the delivery of any instrument of conveyance pursuant to this agreement.

23. SELLER covenants and agrees that he will defend, indemnify, and hold harmless the PURCHASER against any and all damages, claims, losses, liabilities and expenses, including, without limitation, responsibility for legal, consulting, engineering and other costs and expenses which may arise out of (1) any inaccuracy or misrepresentation in any representation or warranty made by SELLER in this agreement; (2) the breach or non-performance of any covenants required by this agreement to be performed by the SELLER, either prior to or subsequent to the closing of title herein; or (3) any action, suit, claim, or proceeding seeking money damages, injunctive relief, remedial action, or other remedy by reason of a violation or non-compliance with any environmental law; or the disposal, discharge or release of solid wastes, pollutants or hazardous substances; or exposure to any chemical substances, noises or vibrations to the extent they arise from the ownership, operation, and/or condition of the premises prior to or subsequent to the execution of the deed of development rights. This covenant shall run with the land in perpetuity and the provisions of this paragraph shall survive the delivery of any instrument of conveyance pursuant to this agreement.

24. The SELLER has been advised that Federal and/or State grants and/or funds may be used and/or reimbursed to the PURCHASER for this acquisition. Accordingly, the parties agree to abide by the following language, where applicable because funds have been or will be received under the referenced contracts.

(a) The following language is inserted pursuant to the Agreement (N.Y.S. Contract No. C800500, C/A Ref. No. MNSRV #01-PL-003), dated August 15, 2000, between New York State Department of Agriculture and Markets, having a principal place of business at 1 Winners Circle, Albany, N.Y. and PURCHASER, as Contractor, acting through its duly constituted

DEPARTMENT OF PLANNING, located at 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788; the following language applicable only for portion of funds received pursuant to Appendix "E" and Appendix "F" thereof, pursuant to a Cooperative Agreement between the United States of America Commodity Credit Corporation and the N.Y.S. Department of Agriculture and Markets for the Farmland Protection Program:

(i) Contingent Right in the United States of America:

In the event that the PURCHASER fails to enforce any of the terms of this easement (or other interests in land), as determined in the sole discretion of the Secretary of the United States Department of Agriculture, the said Secretary of Agriculture and his or her successors and assigns shall have the right to enforce the terms of the easement through any and all authorities available under Federal or State law.

In the event that the PURCHASER attempts to terminate, transfer, or otherwise divest itself of any rights, title, or interests of this easement (or other interests in land) without the prior consent of the Secretary of the United States Department of Agriculture and payment of consideration to the United States, then, at the option of such Secretary, all right, title, and interest in this easement (or other interests in land) shall become vested in the UNITED STATES OF AMERICA, by and through the United States Department of Agriculture, its successors and assigns.

(ii) Unless otherwise agreed to by the PURCHASER, United States of America Commodity Credit Corporation and the N.Y.S. Department of Agriculture and Markets, the PURCHASER shall hold title to any conservation easement or interest in land. However, title may be held by the UNITED STATES at the request of the Secretary of Agriculture upon mutual agreement of the PURCHASER, United States of America Commodity Credit Corporation and the N.Y.S. Department of Agriculture and Markets.

(iii) SELLER covenants to manage the property in accordance with a conservation plan that is developed utilizing the standards and specifications of the NRCS field office technical guide and is approved by the Conservation District.

(b) The following language is inserted pursuant to the Agreement (N.Y.S. Contract No. C800001, C/A Ref. No. MNSRV # 01-PL-004), dated August 15, 2000, between New York State Department of Agriculture and Markets, having a principal place of business at 1 Winners Circle, Albany, N.Y. and PURCHASER, acting through its duly constituted DEPARTMENT OF PLANNING, located at 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York

11788; and/or pursuant to the Agreement (N.Y.S. Contract No. C800500, C/A Ref. No. MNSRV # 01-PL-003), dated August 15, 2000 between New York State Department of Agriculture and Markets, having a principal place of business at 1 Winners Circle, Albany, N.Y. and PURCHASER, acting through its duly constituted DEPARTMENT OF PLANNING, located at 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788:

(i) All amendments to this Agreement/Easement, after the development rights have been acquired by the PURCHASER, shall be authorized by the N.Y.S. Department of Agriculture and Markets.

Any and all of the above covenants shall run with the land in perpetuity, and the provisions of this paragraph shall survive the delivery of any instruments of conveyance pursuant to this agreement, and further shall be incorporated into any instruments of conveyance.

25. At the closing of title hereunder, if the SELLER is not a foreign person as that term is defined in Internal Revenue Service Code 1445(f)(3) and the regulations issued thereunder, SELLER shall deliver to PURCHASER a non-foreign affidavit. In the event that the SELLER is such a foreign person, or in the event that PURCHASER has actual knowledge that the non-foreign affidavit is false, then PURCHASER shall deduct, withhold and deliver to the Internal Revenue Service a tax equal to ten (10%) per cent of the purchase price of such amount as has been provided for in a Treasury Department qualifying statement.

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

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

28. Local Law #32-1980 - The SELLER(S) represent and warrant that he(they) has(have) not offered or given any gratuity to any official, employee, or agent of Suffolk County, New York State, or of any political party, with the purpose or intent of securing favorable treatment with respect to the performance of an agreement, and that such person(s) has(have) read and is(are) familiar with the provisions of Local Law #32-1980, annexed hereto as Exhibit "C".

29. A copy of Chapter 8 of the Suffolk County Code, annexed hereto as Exhibit "E", is incorporated by reference herein and made a part hereof; and the SELLER agrees and acknowledges that his/her/its successor(s) in interest, grantees, heirs and assignees shall be bound thereby by all its terms, provisions and conditions as they now exist and as they may be in the future amended. This covenant shall run with the land in perpetuity and the provisions of this paragraph shall survive the delivery of any instruments of conveyance pursuant to this agreement.

30. If two or more persons constitute either the SELLER or the PURCHASER, the word "SELLER" or the word "PURCHASER" shall be construed as if it read "SELLERS" or "PURCHASERS" whenever the sense of this agreement so requires.

31. It is understood and agreed by and between the parties to this contract that the SELLER has retained or will retain certain portions of his property and exclude said portions from this sale to the County of Suffolk. That by reason thereof, the SELLER does hereby further covenant and agree that no application for the erection of a residential dwelling will be made to the PURCHASER as to those areas not retained by the SELLER and the subject of the development rights, by himself or his heirs, successors or assigns. Said covenant shall run with the land in perpetuity and the provisions of this paragraph shall survive the delivery of any instruments of conveyance pursuant to this agreement.

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

IN PRESENCE OF:

COUNTY OF SUFFOLK

By: ERIC A. KOPP
Chief Deputy County Executive

FRANK B. ZIMMER, as Trustee of the
Todd Buchanan Memorial Trust

Approved as to form, not
reviewed as to execution:

ROBERT J. CIMINO
Suffolk County Attorney

By: DAVID P. FISHBEIN
Bureau Chief
Real Estate/Condemnation Bureau
Department of Law

APPROVED:

By: ALLAN D. GRECCO
Division Director
Division of Real Estate
Department of Planning

H:\Re_condemn\MSK\Farmland\K Zimmer, Frank B. Trustee Todd Buchanan Memorial Trust 5-2-01.doc

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

On the 9th day of May, in the year 2001, before me, the undersigned, personally appeared Frank B. Zimmer, 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.

KENNETH J. MOLLOY
Notary Public, State of New York
No. 4855022
Qualified in Suffolk County
Commission Expires September 5, ~~19~~ 2001

Kenneth J. Molloy
Signature and Office of Individual
Taking Acknowledgment

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

On the 19th day of July, in the year 2001, before me, the undersigned, personally appeared Eric A. Kopp, 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.

C. Read Vail
Signature and Office of Individual
Taking Acknowledgment

C. READ VAIL
Notary Public, State of New York
No. 01VA4060260
Qualified in Suffolk County
Commission Expires July 31, 20 03

EXHIBITS ANNEXED TO CONTRACT

FOR THE

PURCHASE OF DEVELOPMENT RIGHTS

A. Deed of Development Rights

B. Public Disclosure Statement

C. Copy of Local Law 32-1980

D. Copy of §301 of the Agriculture and Markets Law

E. Copy of Chapter 8 of the Suffolk County Code, as amended

F. Offer Letter

G. Description of Property

H. Tax Map

I. Suffolk County Administrative Code Section A14-30(M)

DEED
OF
DEVELOPMENT RIGHTS

THIS INDENTURE, made the ______ day of ____________________, 2001

BETWEEN @, residing at @, PARTY OF THE FIRST PART,

AND the COUNTY OF SUFFOLK, a municipal corporation of the State of New York, having its principal office at the Suffolk County Center, Center Drive, Riverhead, New York 11901, PARTY OF THE SECOND PART,

WITNESSETH, that the PARTY OF THE FIRST PART, in consideration of @ and @/100 DOLLARS and other good and valuable consideration paid by the PARTY OF THE SECOND PART, DOES HEREBY GRANT AND RELEASE unto the PARTY OF THE SECOND PART, the successors and assigns of the PARTY OF THE SECOND PART forever, THE DEVELOPMENT RIGHTS, by which is meant the permanent legal interest and right, as authorized by §247 of the New York State General Municipal Law, as amended, and Local Law 16-1981 of the County of Suffolk, as amended, to permit, require or restrict the use of the premises exclusively for agricultural production as that term is defined in Local Law 16-1981 of the County of Suffolk, as amended, and the right to preserve open space as that term is defined in §247 of the New York State General Municipal Law, as amended, and the right to prohibit or restrict the use of the premises for any purpose other than agricultural production, to the property described as follows:

ALL that piece or parcel of land, situated in the Town of @, County of Suffolk, and State of New York, more particularly bounded and described as follows: (see description annexed hereto and made a part hereof):

BEING AND INTENDED to be the same premises conveyed to @

TO HAVE AND TO HOLD the said DEVELOPMENT RIGHTS in the premises herein granted unto the PARTY OF THE SECOND PART, its successors and assigns, forever;

AND the PARTY OF THE FIRST PART covenants that the PARTY OF THE FIRST PART has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid. The PARTY OF THE FIRST PART, as a covenant running with the land in perpetuity, further covenants and agrees for the PARTY OF THE FIRST PART, and the heirs, legal representatives, successors and assigns of the PARTY OF THE FIRST PART, to use of the premises on and after the date of this instrument solely for the purpose of agricultural production.

EXHIBIT "A"

THE development rights conveyed herein are subject to the further terms and provisions as set forth in a certain contract of sale between the PARTY hereto dated @ as the same is recorded in the office of the Suffolk County Clerk on @ in Liber @ cp @, portions of which as contained herein have and will survive the delivery of this instrument of conveyance.

THE PARTY OF THE FIRST PART, its heirs, assigns and/or party or parties in lawful possession of the premises subject to this deed of development rights, pursuant to lease, license, or other arrangement, covenants and agrees that it will not remove any soil from the premises described herein.

THE PARTY OF THE FIRST PART, its heirs, assigns and/or party or parties in lawful possession of the premises subject to this deed of development rights, pursuant to lease, license, or other arrangement, covenants and agrees that it will (a) not generate, store or dispose of hazardous substances on the premises, nor allow others to do so; (b) comply with all Environmental Laws; (c) allow PARTY OF THE SECOND PART and its agents reasonable access to the premises for the purposes of ascertaining site conditions and for inspection of the premises for compliance with this agreement. This covenant shall run with the land in perpetuity.

THE following covenants shall run with the land in perpetuity and shall be deemed applicable only if federal funds are in fact received by the PARTY OF THE SECOND PART for the premises:

The following language is inserted pursuant to the Agreement (N.Y.S. Contract No. C800500, C/A Ref. No. MNSRV #01-PL-003), dated August 15, 2000, between New York State Department of Agriculture and Markets, having a principal place of business at 1 Winners Circle, Albany, N.Y. and the PARTY OF THE SECOND PART, as Contractor, acting through its duly constituted DEPARTMENT OF PLANNING, located at 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788; and is applicable only for that portion of funds received pursuant to Appendix "E" and Appendix "F" thereof, pursuant to a Cooperative Agreement between the United States of America Commodity Credit Corporation and the N.Y.S. Department of Agriculture and Markets for the Farmland Protection Program:

(i) Contingent Right in the United States of America:

In the event that the PARTY OF THE SECOND PART fails to enforce any of the terms of this easement (or other interests in land), as determined in the sole discretion of the Secretary of the United States Department of Agriculture, the said Secretary of Agriculture and his or her successors and assigns shall have the right to enforce the terms of the easement through any and all authorities available under Federal or State law.

In the event that the PARTY OF THE SECOND PART attempts to terminate, transfer, or otherwise divest itself of any rights, title, or interests of this easement (or other interests in land) without the prior consent of the Secretary of the United States Department of Agriculture and payment of consideration to the United States, then, at the option of such Secretary, all right, title, and interest in this easement (or other interests in land) shall become vested in the UNITED STATES OF AMERICA, by and through the United States Department of Agriculture, its successors and assigns.

(ii) Unless otherwise agreed to by the PARTY OF THE SECOND PART, United States of America Commodity Credit Corporation and the N.Y.S. Department of Agriculture and Markets, the PARTY OF THE SECOND PART shall hold title to any conservation easement or interest in land. However, title may be held by the UNITED STATES at the request of the Secretary of Agriculture upon mutual agreement of the PARTY OF THE SECOND PART, United States of America Commodity Credit Corporation and the N.Y.S. Department of Agriculture and Markets.

(iii) PARTY OF THE FIRST PART covenants to manage the property in accordance with a conservation plan that is developed utilizing the standards and specifications of the NRCS field office technical guide and is approved by the Conservation District.

THE following covenants shall run with the land in perpetuity and shall be deemed applicable, only if New York State funds are in fact received by the PARTY OF THE SECOND PART for the premises:

The following language is inserted pursuant to the Agreement (N.Y.S. Contract No. C800001, C/A Ref. No. MNSRV # 01-PL-004), dated August 15, 2000, between New York State Department of Agriculture and Markets, having a principal place of business at 1 Winners Circle, Albany, N.Y. and PARTY OF THE SECOND PART, acting through its duly constituted DEPARTMENT OF PLANNING, located at 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788; and/or pursuant to the Agreement (N.Y.S. Contract No. C800500, C/A Ref. No. MNSRV # 01-PL-003), dated August 15, 2000, between New York State Department of Agriculture and Markets, having a principal place of business at 1 Winners Circle, Albany, N.Y. and PARTY OF THE SECOND PART, acting through its duly constituted DEPARTMENT OF PLANNING, located at 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788:

(i) All amendments to this Agreement/Easement, after the DEVELOPMENT RIGHTS have been acquired by the PARTY OF THE SECOND PART, shall be authorized by the N.Y.S. Department of Agriculture and Markets.

THE PARTY OF THE FIRST PART, its heirs, assigns and/or party or PARTY in lawful possession of the premises subject to this deed of development rights, pursuant to lease, license, or other arrangement, covenants and agrees that it shall defend, indemnify and hold the PARTY OF THE SECOND PART and any of its officers, agents, employees, and, their respective successors and assigns, harmless from and against any and all damages, claims, losses, liabilities and expenses, including, without limitation, responsibility for legal, consulting, engineering and other costs and expenses which may arise out of (1) any inaccuracy or misrepresentation in any representation or warranty made by PARTY OF THE FIRST PART in this agreement; (2) the breach or non-performance of any covenants required by this agreement to be performed by the PARTY OF THE FIRST PART, either prior to or subsequent to the closing of title herein; or (3) any action, suit, claim, or proceeding seeking money damages, injunctive relief, remedial action, or other remedy by reason of a violation or non-compliance with any environmental law; or the disposal, discharge or release of solid wastes, pollutants or hazardous substances; or exposure to any chemical substances, noises or vibrations to the extent they arise from the ownership, operation, and/or condition of the premises prior to or subsequent to the execution of the deed of development rights. This covenant shall run with the land in perpetuity.

THE WORD "PARTY" shall be construed as if it read "PARTY" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the PARTY OF THE FIRST PART has duly executed this deed the day and year first above written.

In Presence Of:

____
(Name)

@Use if being signed by a corporation

(Corp. name if applicable)

By:____________________________
(Name)
(Title, if applicable)

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Acknowledgment - (PARTY OF THE FIRST PART)

STATE OF)
) ss.:
COUNTY OF)

On the day of , in the year 2001, before me, the undersigned, a Notary Public in and for said State, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature and Office of Individual
Taking Acknowledgment

RECORD & RETURN TO:

Allan D. Grecco, Div. Director
Division of Real Estate
Department of Planning
H. Lee Dennison Bldg. - 2nd Fl.
P.O. Box 6100
Hauppauge, New York 11788

DISCLOSURE STATEMENT WITH RESPECT TO A PROPOSED TRANSFER OF AN INTEREST IN REAL PROPERTY TO SUFFOLK COUNTY PURSUANT TO SUFFOLK COUNTY CODE §342-6

Instructions:

This affidavit must be signed by all owners of record, contract vendees, lessors, lessees, sub-lessors, sub-lessees, contract lessors, contract lessees, contract sub-lessors, contract sub-lessees, holders of encumbrances and contract holders of encumbrances. The purpose of this affidavit is to insure disclosure of any interest of any nature or form, whether oral or written, held by any individual, partnership, firm or corporation.

"a" THROUGH "j" SHALL BE DEFINITIVELY ANSWERED. In all instances the required information should be furnished, and if the answer is NO or NONE, it should so state in the response. The phrase **"NOT APPLICABLE"** shall not be used on this form. **DO NOT LEAVE ANY BLANKS**.

(Exceptions: This affidavit is not required from corporations traded on recognized national/ regional stock exchanges or traded on the over-the-counter stock market, wherein said corporation's stock is publicly held. The affidavit is not required from corporations or other associations, duly licensed by the State of New York for the banking or insurance industry.)

As to all signatories of this affidavit as specified above:

a. If the owner [signatory] is an individual, state full name, street address, and date property was acquired:

Name	Address	Date Acquired
FRANK B. Zimmer Trustee	34 ADMIRALS DR BAY SHORE NY	7/98

Social Security No. 104-18-6284

b. If the owner [signatory] is a partnership, state the name, street address, the nature and percentage of interest of each partner, and date the property was acquired. In the event that the partnership includes partners who are a corporation or a partnership, then such entity shall complete a full disclosure statement.

Name	Address	Nature and Percentage of Each Partner	Date Acquired
Not Applic (None)			

Federal I. D. No.

EXHIBIT "B"

c. If the owner [signatory] is a corporation, state name and street address of each officer, director and stockholder and the amount of stock held and owned by each stockholder. In the event that the corporation includes a stockholder who is a corporation or a partnership, then each such entity shall complete a full disclosure statement.

Title	Name	Address	% of Stock Owned
President	Not Applic (None)		
Vice President			
Secretary			
Treasurer			

Federal I.D. No. ____________________

d. If signatory is a corporation and stock has been pledged or agreement made to pledge stock, state name and street address of all persons to whom stock has been pledged or with whom any agreement has been made to pledge the stock. If none, so state:

Name	Address	Stock Pledged; Stock to be Pledged
Not Applic	(None)	

e. State the name and address of all persons, individuals, partnerships and/or corporations who are holders of any instrument creating an encumbrance upon the property; state the nature of such encumbrance; and if the holder of such encumbrance is a corporation (see Exception) state the names of all officers, directors and stockholders of such corporation:

Holder of Instrument	Nature of Encumbrance	Corporate Name and Title
None		

f. State the interest of the signatory in the property and date so acquired:

Interest of Signatory	Date of Acquisition
Trustee	7/98

g. If the signatory is not the fee owner of the property, state the name and addresses of all other parties who have a superior interest, or title, in the property in question and state the nature of their interest and date so acquired. If any such party is a corporation, partnership or firm, state the names of all officers, directors, shareholders, partners or proprietors of such entity:

Person Holding Interest	Title	Shareholder	Partner	Nature of Interest
None				

(Attached hereto must be a sworn statement of all parties listed in this paragraph stating that to their knowledge the statement made herein is correct and accurate).

h. State whether any person whose name is contained in paragraphs "a", "b", or "c" is an officer or employee of any unit of village, town, county, city, state or federal government, or an employee or officer of a special or school district. (Exception: Volunteer fireman or air defense volunteer).

Name	Title of Employee	Governmental Entity
None		

i. State whether any person, partnership, firm or corporation has any interest, as defined in the instructions, in respect to the subject property who does not fall within paragraph "g" above. If none, so state; if otherwise, set forth names, addresses and nature of interest and date so acquired.

Name	Address	Nature of Interest
None		

j. The name of the real estate broker or brokers (co-brokers, listing or selling) who will earn a commission as a result of the consummation of a lease agreement between the County of Suffolk and a property owner/landlord represented by said broker or brokers, including a complete list of the names and addresses of said broker or brokers, and a complete list of the names and addresses of individuals who are shareholders, partners or trustees holding at least a five percent interest in the corporation, partnership or association if such broker is organized as such. If the broker is a corporation, then this information shall include the names and addresses of all individuals serving on the Board of Directors and the names and addresses of all corporate officers, together with conspicuous identification of any such person in the table of organization of said corporation who is an officer or an employee of Suffolk County.

NONE

k. All signatories hereby agree that in the event there is any change, in any matter set forth herein, after the execution hereof, and during the term of the contract, they shall file with the County a supplemental affidavit containing the details of such change within five (5) days of such change.

Deponent makes this affidavit to induce Suffolk County to enter into an agreement to acquire the real property for County purposes, with full knowledge that the County will rely upon the statements made herein.

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

On the 9th day of MAY , in the year 2001, before me, the undersigned, personally appeared Frank B. Zimmer, 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.

Kenneth J Molloy
Signature and Office of Individual
Taking Acknowledgment

KENNETH J. MOLLOY
Notary Public, State of New York
No. 4955722
Qualified in Suffolk County
Commission Expires September 5, ~~19~~ 2001

RESOLUTION NO. 1118-1980, ADOPTING LOCAL LAW NO. 32, YEAR 1980, A LOCAL LAW CONCERNING THE OFFERING, GIVING OR RECEIVING OF A GRATUITY TO OR BY AN OFFICIAL OF A POLITICAL PARTY.

WHEREAS, there was duly presented and introduced to this County Legislature at a regular meeting held on December 8, 1980, a proposal local law entitled "A LOCAL LAW CONCERNING THE OFFERING, GIVING OR RECEIVING OF A GRATUITY TO OR BY AN OFFICIAL OF A POLITICAL PARTY," and said local law in final form is the same as when presented and introduced; now, therefore, be it

RESOLVED, that the said local law be enacted in form as follows:

LOCAL LAW NO. 32, YEAR 1980, SUFFOLK COUNTY, NEW YORK

LOCAL LAW CONCERNING THE OFFERING, GIVING OR RECEIVING OF A GRATUITY TO OR BY AN OFFICIAL OF A POLITICAL PARTY.

BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK AS FOLLOWS:

Section 1. Definitions.

(a) As used herein, the word "agreement" means any written or oral contract, or any implied contract, including, but not limited to, a contract for the sale of goods or services, a construction contract or a lease or contract relating to real or personal property. The term "agreement" shall also include any transaction whereby a person agrees to sell goods or services or both to the County pursuant to a successful bid.

(b) As used herein, the word "gratuity" means any money, benefit, entertainment, gift, or any other consideration whatsoever.

(c) As used herein, the phrase "official of a political party" shall mean a party officer as defined by Section 1-104(5) of the Election Law.

(d) As used herein, the word "person" means any individual, partnership, firm, corporation, or other legal entity, as well as their employees, agents or representatives.

(e) As used herein, the phrase "political party" shall mean a party as defined by Section 1-104(3) of the Election Law.

Section 2. Prohibitions

(a) It shall be a crime for any person to offer or give any gratuity to an official of any political party, with the purpose or intent of securing or obtaining an agreement with the County of Suffolk, securing favorable treatment with respect to the awarding or amending of such agreement, or the making of any determination with respect to the performance of an agreement.

(b) It shall be a crime for an official of a political party to solicit, receive or accept a gratuity in connection with securing or obtaining an agreement with the County of Suffolk, securing favorable treatment with respect to the awarding or amending of such agreement or the making of a determination with respect to the performance of such agreement.

Section 3. Mandatory Contract Clause. In all agreements with the County of Suffolk, made after the effective date of this Law, there shall be a written representation by the person entering the agreement with the County that he has not offered or given any gratuity to any official, employee or agent of Suffolk County, New York State, or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement, or the making of any determinations with respect to the performance of an agreement, and that such person has read and is familiar with the provisions of this Local Law.

Section 4. Penalties.

(a) Criminal. A violation of Section 2 of this Local Law shall be a Class A Misdemeanor and shall be punishable by a sentence of not more than one (1) year in prison or a fine of not more than one thousand dollars, or by both such fine and imprisonment.

(b) Civil Remedies. A violation of Section 2 or 3 of this Local Law shall give the County the option, among other civil remedies, of either terminating the agreement or deducting the value of the gratuity from any amount due or to become due from the County thereunder.

Section 5. Exceptions. This Local Law shall not apply to contributions to political parties, committees or candidates as defined by Section 14-100(19) of the Election Law. Such contributions shall be excluded from and shall not be in violation of this Local Law.

Section 6. Separability. If any part of this Local Law shall be declared unconstitutional by any Court, such declaration shall not affect the constitutionality of any other part.

Section 7. This law shall take effect immediately.

Dated: December 9, 1980

APPROVED by: /s/ Peter F. Cohalan
County Executive of Suffolk County after a public hearing duly held

Date of Approval: December 23, 1980. Filed with the Secretary of State, January 5, 1981

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§ 301. Definitions

When used in this article:

1. "Agricultural assessment value" means the value per acre assigned to and for assessment purposes determined pursuant to the capitalized value of production procedure prescribed by section three hundred four-a of this article.

AGRICULTURE AND MARKETS LAW

2. "Crops, livestock and livestock products" shall include but not be limited to the following:

a. Field crops, including corn, wheat, oats, rye, barley, hay, potatoes and dry beans.

b. Fruits, including apples, peaches, grapes, cherries and berries.

c. Vegetables, including tomatoes, snap beans, cabbage, carrots beets and onions.

d. Horticultural specialities, including nursery stock, ornamental shrubs, ornamental trees and flowers.

e. Livestock and livestock products, including cattle, sheep, hogs, goats, horses, poultry, ratites, such as ostriches, emus, rheas and kiwis, farmed deer, farmed buffalo, fur bearing animals, milk, eggs and furs.

f. Maple sap.

g. Christmas trees derived from a managed Christmas tree operation whether dug for transplanting or cut from the stump.

h. Aquaculture products, including fish, fish products, water plants and shellfish.

i. Woody biomass, which means short rotation woody crops raised for bioenergy, and shall not include farm woodland.

3. "Farm woodland" means land used for the production for sale of woodland products, including but not limited to logs, lumber, posts and firewood. Farm woodland shall not include land used to produce Christmas trees or land used for the processing or retail merchandising of woodland products.

4. "Land used in agricultural production" means not less than ten acres of land used as a single operation in the preceding two years for the production for sale of crops, livestock or livestock products of an average gross sales value of ten thousand dollars or more; or, not less than ten acres of land

EXHIBIT D

used in the preceding two years to support a commercial horse boarding operation with annual gross receipts of ten thousand dollars or more, subject to the approval of the county legislative body. Land used in agricultural production shall not include land or portions thereof used for processing or retail merchandising of such crops, livestock or livestock products. Land used in agricultural production shall also include:

a. Rented land which otherwise satisfies the requirements for eligibility for an agricultural assessment.

b. Land of not less than ten acres used as a single operation for the production for sale of crops, livestock or livestock products, exclusive of woodland products, which does not independently satisfy the gross sales value requirement, where such land was used in such production for the preceding two years and currently is being so used under a written rental arrangement of five or more years in conjunction with land which is eligible for an agricultural assessment.

c. Land used in support of a farm operation or land used in agricultural production, constituting a portion of a parcel, as identified on the assessment roll, which also contains land qualified for an agricultural assessment.

d. Farm woodland which is part of land which is qualified for an agricultural assessment, provided, however, that such farm woodland attributable to any separately described and assessed parcel shall not exceed fifty acres.

e. Land set aside through participation in a federal conservation program pursuant to title one of the federal food security act of nineteen hundred eighty-five or any subsequent federal programs established for the purposes of replenishing highly erodible land which has been depleted by continuous tilling or reducing national surpluses of agricultural commodities.

f. Land of not less than ten acres used as a single operation in the preceding two years for the production for sale of crops, livestock or livestock products of an average gross sales value of ten thousand dollars or more, or land of less than ten acres used as a single operation in the preceding two years for the production for sale of crops, livestock or livestock products of an average gross sales value of fifty thousand dollars or more.

g. Land under a structure within which crops, livestock or livestock products are produced, provided that the sales of such crops, livestock or livestock products meet the gross sales requirements of paragraph f of this subdivision.

5. "Oil or gas exploration, development or extraction activities" means the installation and use of fixtures and equipment which are necessary for the exploration, development or extraction of oil or natural gas, including access roads, drilling apparatus, pumping facilities and pipelines.

6. "Unique and irreplaceable agricultural land" means land which is uniquely suited for the production of high value crops, including, but not limited to fruits, vegetables and horticultural specialties.

7. "Viable agricultural land" means land highly suitable for agricultural production and which will continue to be economically feasible for such use if real property taxes, farm use restrictions, and speculative activities are limited to levels approximating those in commercial agricultural areas not influenced by the proximity of non-agricultural development.

8. "Conversion" means an outward or affirmative act changing the use of agricultural land and shall not mean the nonuse or idling of such land.

9. "Gross sales value" means the proceeds from the sale of:

a. Crops, livestock and livestock products produced on land used in agricultural production provided, however, that whenever a crop is processed before sale, the proceeds shall be based upon the market value of such crop in its unprocessed state;

b. Woodland products from farm woodland eligible to receive an agricultural assessment, not to exceed two thousand dollars annually;

c. Honey and beeswax produced by bees in hives located on an otherwise qualified farm operation but which does not independently satisfy the gross sales requirement; and

d. Maple syrup processed from maple sap produced on land used in agricultural production in conjunction with the same or an otherwise qualified farm operation.

[10. *Renumbered 9.*]

11. "Farm operation" means the land and on-farm buildings, equipment, and practices which contribute to the production, preparation and marketing of crops, livestock and livestock products as a commercial enterprise.

12. "Agricultural data statement" means an identification of farm operations within an agricultural district located within five hundred feet of the boundary of property upon which an action requiring municipal review and approval by the planning board, zoning board of appeals, town board or village board of trustees

pursuant to article sixteen of the town law or article seven of the village law is proposed, as provided in section three hundred five-a of this article.

13. "Commercial horse boarding operation" means an agricultural enterprise, consisting of at least ten acres and boarding at least ten horses, regardless of ownership, that receives ten thousand dollars or more in gross receipts annually from fees generated either through the boarding of horses or through the production for sale of crops, livestock, and livestock products, or through both such boarding and such production. Under no circumstances shall this subdivision be construed to include operations whose primary on site function is horse racing.

(As of November 3, 1997)

Chapter 8

AGRICULTURAL LANDS, DEVELOPMENT RIGHTS TO

[HISTORY: Adopted by the Suffolk County Legislature 3-24-1981 by L.L. No. 16-1981.[1] Amendments noted where applicable.]

GENERAL REFERENCES

Agricultural operations — See Ch. 206.

§ 8-1. Statutory policy; legislative intent.

A. The State of New York, by various legislative enactments, has emphatically stated it to be a most important state policy to conserve and protect and to encourage the improvement of agricultural lands, both for the production of food and the preservation of such lands as valued natural and ecological resources. It has further stated that the expenditure of county funds to acquire legal interests and rights in such lands is in

[1] Editor's Note: Local Law No. 16-1981 repealed Local Law No. 19-1974, Local Law No. 2-1978 and Sections 1 through 5 of Local Law No. 18-1976.

EXHIBIT "E"

furtherance of such policy and is a proper expenditure of public funds for public purposes.

B. The county is in complete accord with such policy, and this chapter is intended to indicate generally the procedures which will be employed by the county in its pursuit of its goal to protect and conserve agricultural lands, open spaces and open areas.

§ 8-2. Definitions. [Amended 9-9-1992 by L.L. No. 12-1992]

NOTE: Local Law No. 12-1992 also amended other sections of this chapter and provided as follows:

Section 1. Legislative intent.

This legislature hereby finds and determines that clarification is necessary regarding operation of farm stands on lands in which Suffolk County has acquired development rights, under the Farmlands Preservation Program.

This Legislature further finds that with proper safeguards and limits, operation of farm stands on such properties will enhance the Farmland Preservation Program by enhancing the economic benefit from participation, at no cost to the taxpayer.

This Legislature further finds and determines that such enhancement will strengthen the program by enabling more farmers to participate.

This Legislature further finds that inclusion of farm stands as a permitted use on such properties is consistent with the goals of the program.

Now therefore, the purpose of this law is to clarify the policy regarding operation of farm stands on land in the Farmland Preservation Program.

As used in this chapter, the following terms shall have the meanings indicated:

AGRICULTURAL LANDS — Lands used in bona fide agricultural production.

AGRICULTURAL PRODUCTION — The production for commercial purposes of all those items and products as defined in the New York State Agriculture and Markets Law, § 301, as may be amended. **[Amended 6-29-1999 by L.L. No. 25-1999]**

NOTE: Local Law No. 25-1999 also provided as follows:

Section 1. Legislative intent.

This Legislature hereby finds and determines that it continues to be in the best interests of Suffolk County and its residents to acquire farmland development rights through the Suffolk County farmland preservation program.

This Legislature further finds and determines that two of the definitions in our farmland preservation program incorporate by reference the definitions used in New York State Agriculture and Markets Law § 301, as they existed when Suffolk County's program was enacted. Our static definition should be amended to accommodate the dynamic changes of that section of state law which have occurred since the inception of our program.

This Legislature further finds and determines that more farmland development rights can be obtained by leveraging the county funding therefor by inducing the financial participation of other entities including the federal, state and municipal levels of government along with other private entities, not only in this program, but also in other environmental acquisition programs, such as the Suffolk County land preservation partnership program and the Article XII-A, Suffolk County Greenways County Fund Program to accomplish this goal.

This Legislature further finds and determines that the farmland development rights portion of all of these environmental acquisition programs, in addition to the farmland preservation program, would be enhanced if said governmental entities would be able to derive an ownership interest in the subject acquisition as consideration for their portion of the funding by these entities.

This Legislature further finds and determines that participation by these entities would also be enhanced if said municipal governmental entities were authorized to manage these acquisitions, if not contrary to law, through municipal cooperation agreements with Suffolk County.

This Legislature further finds and determines that the best way to accomplish these ends is to amend the Suffolk County Administrative Local Law Chapter 8, Development Rights to Agricultural Lands, §§ 8-2 and 8-3.

Therefore, the purpose of this local law is to authorize the incorporation by reference of New York State Law § 301, as it may be amended, from time to time; to provide the ability for Suffolk County to share title in the acquisition of farmland development rights acquired through the farmland preservation program in addition to the other Suffolk County environmental acquisition programs which require the financial participation of other entities in addition to Suffolk County, as consideration therefor; and to allow municipal cooperation agreements between Suffolk County and other participating municipalities to manage these acquisitions where the same is not contrary to law or policy.

ALIENATION — The transfer of any development right in real property from Suffolk County to another.

COMMITTEE — The Suffolk County Farmland Committee.

DEVELOPMENT RIGHT — As authorized by § 247 of the New York State General Municipal Law, as amended, the permanent legal interest and right to permit, require or restrict the use of the premises exclusively for agricultural production as the term is defined in § 301 of the New York State Agriculture and Markets Law, as may be amended, and for operation of a farm stand, as defined herein, and the right to prohibit or restrict the use of the premises for any purposes other than agricultural production or operation of a farm stand. **[Amended 6-29-1999 by L.L. No. 25-1999[2]]**

FARM STAND — A retail sales outlet primarily for sales of fruits, vegetables and ornamental plants grown on the premises and wines made from grapes grown on the

2 Editor's Note: See the note at § 8-2, definition of "agricultural production."

premises. Operation of such farm stand shall be subject to the permit requirement specified in this chapter.

INTEREST or RIGHT — In real property, includes all legally recognized interests and rights in real property other than fee simple.

STRUCTURE — Anything constructed or erected which requires location in, on or under the ground or attachment to something having a location in, on or under the ground, including fences.

§ 8-3. Procedure for purchase of development rights.

A. When authorized by the Suffolk County Legislature, the County Executive shall solicit offers for the sale of development rights in agricultural lands to the county. Following receipt of such offers, the County Executive shall cause an appraisal of the market value of such development rights to be made. After a report on the matter by the County Executive to the County Legislature, the County Legislature shall hold a public hearing on the question of the acceptance of one or more of such offers. Said hearing shall be held upon such notice given in such manner as the Legislature may determine.

B. Within 30 days after such public hearing, the County Legislature shall make a decision upon the matter of such offers.

C. When the County of Suffolk acquires title to development rights with funds received from the federal, New York State or local governments or from private sources, such title may be acquired subject to restrictions, conditions or encumbrances required as a result of the funds received. Such restrictions, conditions or encumbrances may include but are not limited to a reverter interest held by the source of funds. Such restrictions and conditions shall be reviewed by the Suffolk County Attorney. Acceptance of such funds and the terms and conditions for acceptance shall be subject to legislative approval. **[Added 8-12-1997 by L.L. No. 22-1997]**

NOTE: Local Law No. 22-1997 also provided as follows:
Section 1. Legislative intent.

This Legislature hereby determines that the County of Suffolk's Farmland Development Rights Program could be enhanced by receipt of funds from the United States Department of Agriculture or other sources, to purchase development rights for additional acreage.

This Legislature further finds that such funds may come with a requirement that the county take title subject to specified conditions, restrictions or encumbrances, such as a reverter interest held by the source of funds.

Therefore, the purpose of this local law is to clarify the county's ability to purchase development rights subject to such conditions, restrictions or encumbrances.

D. **[Added 6-29-1999 by L.L. No. 25-1999[3]]** Where the County of Suffolk acquires the farmland development rights through this Chapter 8, Development Rights to Agricultural Lands, or through an environmental acquisition program, which conditions said acquisition upon the financial participation of a governmental entity or other private source, the title may be held by:

(1) The County of Suffolk; or

(2) The County of Suffolk and the subject governmental entity as tenants in common, each on an undivided pro rata interest to the extent of the financial participation stipulated in the legislation authorizing the respective Suffolk County environmental acquisition or acquisition program; or

(3) The County of Suffolk and the subject governmental entity, by physically dividing the property up between the County and the subject governmental entity, with the County owning all of the interest in its respective portion of the property, and with the subject governmental entity owning all of the interest in its respective portion of the property.

E. If it is not contrary to any statute, the Suffolk County Charter, this local law or any other local law, any regulation or other county policy, the county is hereby

3 Editor's Note: See the note at § 8-2, definition of "agricultural production."

authorized to negotiate and to enter into a municipal cooperation agreement with the respective town or village for the management of said county acquisition, and the terms and conditions thereof shall be approved by the Suffolk County Attorney in consultation with the respective Commissioner of the county department charged with the management and operation of said property. **[Added 6-29-1999 by L.L. No. 25-1999[4]]**

§ 8-4. Alienation of development rights.

A. Unless authorized by local law recommended by the Committee and approved upon mandatory referendum, development rights acquired by the county in agricultural lands shall not be alienated in any manner.

B. In determining whether to recommend the alienation of development rights, the Committee shall take into consideration:

(1) The continuing practicality of the use of the remainder fee of lands.

(2) The development rights which have been acquired by the county.

(3) Such factors as the uses to which adjacent lands have been put.

(4) The necessity for the use of the lands for another governmental purpose.

§ 8-5. Farmland Committee established.

A. The Committee is hereby constituted as a continuing agency of Suffolk County government.

B. It shall consist of 19 members, nine of whom shall be appointed by the County Executive with the approval of

[4] Editor's Note: See the note at § 8-2, definition of "agricultural production."

the County Legislature and shall serve at the pleasure of the County Executive; and the other 10 shall be designated one from each town within the county and shall serve at the pleasure of the respective town boards.

C. The designees of the towns shall be certified to the Clerk of the County Legislature by the town clerk of the respective towns.

D. The Chairman of the Committee shall be designated by the County Executive and shall serve at his pleasure.

E. The Committee shall have the authority:

(1) To recommend to the County Legislature the lands which may be acquired for development rights.

(2) To review requests to subdivide the remainder fee of lands and to thereafter make a recommendation to the Legislature whether such request be granted.

(Cont'd on page 805)

(3) To review any matters relevant to development rights and the agricultural economy in general.

(4) To serve as a review board for the granting of permits for the construction or erection of structures on those properties covered by the development rights.

(5) To serve as a review board for the granting of permits for the operation of farm stands on properties covered by the development rights program. [Added 9-9-1992 by L.L. No. 12-1992]

(6) To promulgate such rules and regulations as may be necessary to carry out the intent of this chapter and to govern the administration and functions of the Suffolk County Farmland Committee.

§ 8-6. Farm stands. [Added 9-9-1992 by L.L. No. 12-1992[1]]

A. The Farmlands Committee may grant a permit for operation of a farm stand on a property covered by the development rights program subject to the following conditions:

(1) With the exception below, fruits, vegetables and ornamental plants sold at the farm stand shall be grown on the premises covered by the development rights program.

(2) With the exception below, wine sold at the farm stand shall be made from grapes grown on the premises covered by the development rights program.

(3) Supporting products grown or made off the premises may be sold in an amount not to exceed twenty percent (20%) of the total sales for the sales outlet.

(4) Gravel or dirt parking facilities for the farm stand may be permitted as necessary.

(5) The size of the farm stand structure, excluding parking, shall be approved by the Farmland Committee and shall not exceed five hundred (500) square feet.

[1] Editor's Note: This local law also renumbered former § 8-6 as § 8-7.

(6) The farm stand structure shall be semipermanent and shall be designed for use in growing seasons only.

(7) The farm stand shall be constructed and operated in compliance with all applicable federal, state and local legal requirements, including but not limited to zoning restrictions.

B. The Farmland Committee may impose such additional conditions as it deems necessary to carry out the purposes of this chapter.

§ 8-7. Provisions to control over other legislation.

Notwithstanding the provisions of any special law, charter law, local law or resolution which may be inconsistent herewith, in whole or in part, this chapter shall in all respects control in the matter of the acquisition or alienation of development rights in agricultural lands.

COUNTY OF SUFFOLK

ROBERT J. GAFFNEY
SUFFOLK COUNTY EXECUTIVE

ALLAN D. GRECCO
DIVISION DIRECTOR

DEPARTMENT OF PLANNING
DIVISION OF REAL ESTATE

April 26, 2001

Frank Zimmer
34 Admirals Dr.
Bayshore, NY 11706

Re: Farm ID# & Owner: Todd Buchanan Trust,% Frank Zimmer
TM#: 1000-013-02-7.8
SUFFOLK COUNTY FARMLAND PROGRAM, PHASE V

Dear Mr. Zimmer:

In accordance with Resolution No. 1201-2000 authorizing the County of Suffolk to acquire Development Rights to Farmlands, Phase V, the Division of Real Estate has secured the necessary appraisal to determine value.

The County of Suffolk hereby offers you the sum of $222,000, in full payment of the development rights to your property under the subject file.

This value is based on the following schedule:

	ACRES	DEV. RTS. VALUE PER ACRE	DEV. RTS. VALUE TOTAL
Cropland	12	$18,500	$222,000

In the event that a final survey shows a greater number or a lesser number of acres than 12, the total development rights value will be adjusted on the basis of the schedule set forth above.

If there is any further information that you would like concerning this offer, please do not hesitate to contact this office at 853-5928.

Very truly yours,

James M. Burke, Asst. Div. Director
Division of Real Estate

ADG:csw

cc: Kenneth Molloy

EXHIBIT F

LOCATION
H. LEE DENNISON BLDG.
100 VETERANS MEMORIAL HIGHWAY

MAILING ADDRESS
P.O. BOX 6100
HAUPPAUGE, NY 11788-0099

(516) 853-5900
TELECOPIER (516) 853-5905

DESCRIPTION OF PROPERTY

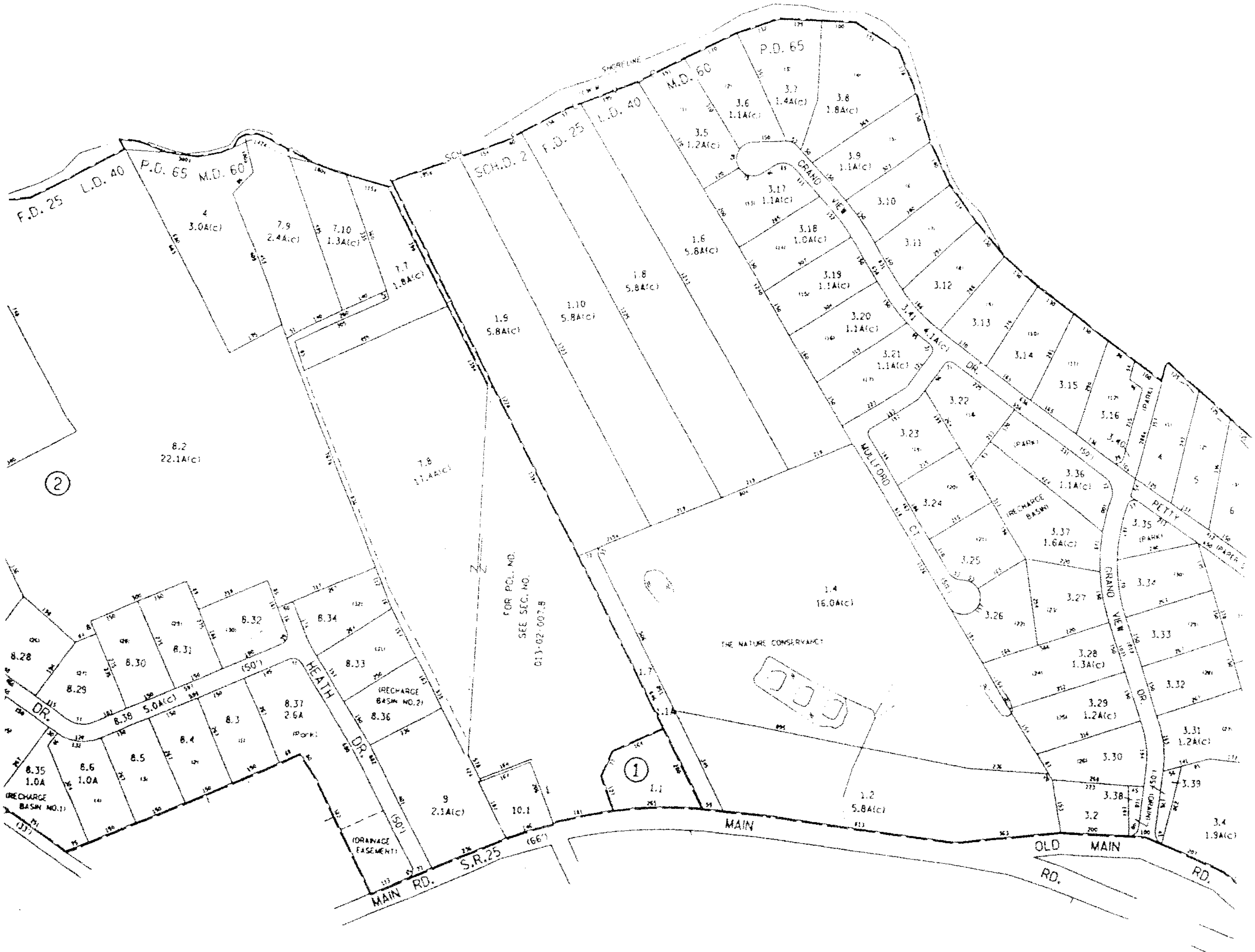
ALL that certain plot, piece or parcel of land situate, lying and being in the Town of Southold, hereinafter described as follows:

> Tax Map No. 1000-013-02-7.8, Farm ID No. SHO-2010
> Together with right of ingress and egress to subject property on right-of-ways described in Liber 5346 cp 124, and Liber 5362 cp 82,

and as is shown on tax map attached hereto as Exhibit "H".

It is understood and agreed that the description in this Exhibit is for the purpose of the contract only, and that a final description for conveyance purposes shall be a more particular description to be determined by means of the surveys required under the contract aforesaid to which this Exhibit is hereby appended.

EXHIBIT "G"


SHORELINE
P.D. 65
M.D. 60
L.D. 40
F.D. 25
SCH.D. 2
P.D. 65 M.D. 60
F.D. 25 L.D. 40
4
3.0A(c)
7.9
2.4A(c)
7.10
1.3A(c)
7.7
1.8A(c)
8.2
22.1A(c)
2
1.9
5.8A(c)
1.10
5.8A(c)
1.8
5.8A(c)
1.6
5.8A(c)
3.5
1.2A(c)
3.6
1.1A(c)
3.7
1.4A(c)
3.8
1.8A(c)
3.9
1.1A(c)
3.10
3.11
3.12
3.13
3.14
3.15
3.16
3.17
1.1A(c)
3.18
1.0A(c)
3.19
1.1A(c)
3.20
1.1A(c)
3.21
1.1A(c)
GRAND VIEW
4.1A(c)
DR.
3.22
3.23
3.24
3.25
3.26
3.27
3.28
1.3A(c)
3.29
1.2A(c)
3.30
3.31
1.2A(c)
3.32
3.33
3.34
3.35
(PARK)
3.36
1.1A(c)
3.37
1.6A(c)
(RECHARGE BASIN)
MUDFORD CT.
PETTY
4
5
6
GRAND VIEW DR.
3.38
3.39
3.2
3.4
1.9A(c)
1.4
16.0A(c)
THE NATURE CONSERVANCY
1.2
5.8A(c)
1.1
1
1.7
FOR PCL. NO.
SEE SEC. NO.
013-02-007.8
10.1
9
2.1A(c)
8.28
8.29
8.30
8.31
8.32
8.33
8.34
(RECHARGE BASIN NO.2)
8.36
8.37
2.6A
(Park)
8.38
5.0A(c)
(50')
HEATH DR.
8.3
8.4
8.5
8.6
1.0A
8.35
1.0A
(RECHARGE BASIN NO.1)
(DRAINAGE EASEMENT)
DR.
MAIN RD.
S.R.25
(66')
MAIN
OLD MAIN RD.
RD.

Intro. Res. No. 1001-99 Laid on the Table 2/9/99
Introduced by Legislator Levy

RESOLUTION NO. 589-1999, ADOPTING LOCAL LAW NO. 23 -1999, A LOCAL LAW REQUIRING COUNTY DEPARTMENT OF LAW TO CLOSE ON REAL ESTATE PROPERTY TRANSACTIONS WITHIN TWO YEARS

WHEREAS, there was duly presented and introduced to this County Legislature at a regular meeting held on , 1999, a proposed local law entitled, "A LOCAL LAW REQUIRING COUNTY DEPARTMENT OF LAW TO CLOSE ON REAL ESTATE PROPERTY TRANSACTIONS WITHIN TWO YEARS" and said local law in final form is the same as when presented and introduced; now, therefore, be it

RESOLVED, that said local law be enacted in form as follows:

LOCAL LAW NO. -1999, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW REQUIRING COUNTY DEPARTMENT OF LAW TO CLOSE ON REAL ESTATE PROPERTY TRANSACTIONS WITHIN TWO YEARS

BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK, as follows:

Section 1. Legislative Intent.

This Legislature hereby finds and determines that the Legislative Office of Budget Review has recommended in its budget report that all real estate transactions being entered into by the County of Suffolk under its Director of the Division of Real Estate close within two years after going to contract.

Therefore, the purpose of this law is to expedite the purchase and sale of real estate by requiring that the transfer of title for sale of parcels being handled by the County Division of Real Estate take place within two years of the signing of the contract of sale for such parcels or within two (2) years of authorized acquisition, as the case may be.

Section 2. Amendment.

Section 14-30 of the SUFFOLK COUNTY ADMINISTRATIVE CODE is hereby amended to read as follows:

ARTICLE XIV

Department of Planning

* * * * * * *

§14-30. Disposition of property acquired through the Suffolk County Tax act.