

**DEED
OF
DEVELOPMENT RIGHTS**

THIS INDENTURE, made the 28th day of August, 2001

BETWEEN FRANK B. ZIMMER, AS TRUSTEE OF THE TODD BUCHANAN MEMORIAL TRUST, residing at 34 Admirals Drive, Bayshore, NY 11706, 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 TWO HUNDRED TWENTY TWO THOUSAND, 00/100 DOLLARS (\$222,000.00) and other good and valuable consideration paid by the PARTY OF THE SECOND PART, **DOES HEREBY GRANT AND RELEASE** unto the PARTY OF THE SECOND PART, its successors and assigns 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 Southold, County of Suffolk, and State of New York, more particularly bounded and described as follows: (see description annexed hereto and made a part hereof):

TOGETHER with a non-eclusive easement to and from that portion of this parcel upon which the development rights are herein being conveyed, Tax Map No. 1000-013.00-02.00-p/o 007.008, over the Right-Of-Way in retained parcel A, as shown on survey map of property reputedly of the "Todd Buchanan Memorial Trust" by Young & Young, land surveyors, as of August 28, 2001, to Main Rd., also known as NYS Route 25, being more particularly described in Schedule 'A' attached hereto.

BEING AND INTENDED to be part of the same premises described in the deed to the parties of the first part herein by deed from Frank B. Zimmer, dated March 6, 1998 and recorded October 16, 1998 in Liber 11923 page 149. Said premises are known and designated as District 1000, Section 013.00, Block 02.00, Lot 007.008.

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.

THE development rights conveyed herein are subject to the further terms and provisions as set forth in a certain contract

DISTRICT
1000

SECTION
013.00

BLOCK
02.00

LOT
007.008p/o

of sale between the parties hereto dated July 19, 2001 as the same is recorded in the office of the Suffolk County Clerk on August 6, 2001 in Liber 12134 cp 104, 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 its principal place of business at 1 Winners Circle, Albany, N.Y. and 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 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 Markest, 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 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 shall defend, indemnify and hold 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 "parties" 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:

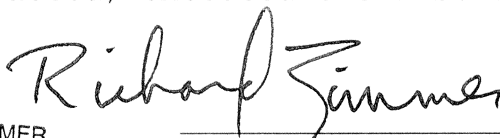


FRANK B. ZIMMER
As trustee of the Todd Buchanan Memorial Trust

STATE OF NEW YORK)

) S:
COUNTY OF Suffolk)

On this 28th day of August 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 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.



RICHARD ZIMMER
Notary Public, State of New York
No. 01Z15088347
Qualified in Nassau County
Commission Expires November 17, 2001

Notary Public: State of New York

RECORD & RETURN TO:

Christopher Wrede
Division of Real Estate
Department of Planning
H. Lee Dennison Bldg., 2nd Floor
P.O. Box 6100
Hauppauge, New York 11788

