Standard Form
Scenic Easement
9/90

GRANT OF SCENIC AND CONSERVATION EASEMENT

THIS INDENTURE, made this ____ day of _____, ____, by and between _____, residing at _____ ("GRANTOR"), and the Town of East Hampton, a municipal corporation having its principal offices at 159 Pantigo Road, East Hampton, New York 11937 ("GRANTEE").

WHEREAS, GRANTOR owns certain lands situate at _____, Town of East Hampton, County of Suffolk, State of New York, described as follows:

DIST.

SEC.

BLK.

LOT

[INSERT METES & BOUNDS DESCRIPTION OF THE AREA OF THE PROPERTY TO BE COVERED BY THE SCENIC EASEMENT, OR REFERENCE SAME AS "EXHIBIT A."]

AND WHEREAS, the said lands contain significant natural features worthy of protection and constitute an area of natural scenic beauty, whose existing state of use enhances the present and potential value of abutting and surrounding properties and enhances the conservation of natural and scenic resources; and

WHEREAS, Section 247 of the New York General Municipal Law authorizes designated governmental bodies, including Towns, 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; and

WHEREAS, it is GRANTEE's policy to conserve, preserve, and protect the Town's natural resources and the natural and man-made attributes of its land as fundamental to maintaining and improving recreational opportunities, community attractiveness, balanced growth, and the quality of life in the Town generally; and

WHEREAS, in furtherance of GRANTEE'S policies and in accordance with Section 247 of the General Municipal Law, GRANTOR wishes to convey and GRANTEE wishes to accept this scenic and conservation easement;

NOW THEREFORE, in consideration of ONE DOLLAR ($1.00) and other good and valuable consideration to GRANTOR, the receipt of which is hereby acknowledged, this agreement

W I T N E S S E T H

1. GRANTOR does hereby grant, transfer, bargain, sell, and convey unto GRANTEE, in perpetuity, a scenic and conservation easement in gross, of the nature, character, and to the extent hereinafter set forth over and upon all that certain parcel of land set forth and described above (hereinafter sometimes referred to as the "burdened premises").

2. The nature, character, and extent of the easement hereby granted are as follows:

(a) No buildings, fences, or other structures of any description shall be constructed, erected, maintained, or moved onto or within the burdened premises;

(b) No topsoil shall be removed from the burdened premises, nor shall sand, gravel, peat, or other minerals be placed

thereon or removed therefrom for any purpose, and the natural contours and subsurface conditions of the burdened premises shall remain generally undisturbed;

(c) The burdened premises shall in all other respects remain in their natural state in order to maintain their present character and appearance;

(d) GRANTEE shall have the right to inspect the burdened premises for the purpose of assuring itself that GRANTOR is not in violation of any of the terms and conditions of this easement, any such inspection to be by prior arrangement with, and at the reasonable convenience of, GRANTOR; provided, however, that GRANTEE may inspect the premises at other times if it has reasonable cause to believe a substantial violation of this easement is being undertaken or has occurred.

3. The nature, character and extent of limitations on this easement shall be as follows:

(a) The burdened premises shall not be open or available to the public for general or park use by reason of this easement, but instead shall remain at all times in GRANTOR'S exclusive possession, and subject to GRANTOR'S unqualified right to exclude all others therefrom by any and all lawful means, except as provided for in paragraph 2 (d) above.

(b) All rights, interest, and privileges of GRANTOR in the burdened premises not specifically granted, transferred, bargained, sold, or conveyed to GRANTEE herein shall remain and reside with GRANTOR.

4. All of the benefits, burdens, conditions, and restrictions of this easement shall run with the land. To that end, all references herein to GRANTOR shall also refer to GRANTOR'S successors in interest.

5. Failure of GRANTEE to insist upon the strict performance of any provision of this easement shall not abrogate, or be deemed to waive, any of GRANTEE'S rights under this easement.

6. In accordance with Section 247 of the General Municipal Law, GRANTEE hereby undertakes to cooperate to the extent legally permissible in having a valuation placed upon the burdened premises for the purposes of real estate taxation which takes into account, and is limited by, the use restrictions imposed by this easement.

7. This easement shall be deemed a Conservation Easement subject to the provisions of Chapter 22 of the East Hampton Town Code.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date and year first above written.

_____
[Name of Grantor] (GRANTOR)

ATTEST:

TOWN OF EAST HAMPTON (GRANTEE)

_____
Town Clerk

By: _____
Supervisor

ACKNOWLEDGMENT

State of New York, County of **}ss.:**

On the day of in the year before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

State of New York, County of **}ss.:**

On the day of in the year before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the Town of East Hampton executed the instrument.

Notary Public

RECORD AND RETURN TO:

Town Clerk
Town of East Hampton
159 Pantigo Road
East Hampton, New York 11937

TP-584 (10/96)

Recording Office Time Stamp

New York State Department of Taxation and Finance

Combined Real Estate Transfer Tax Return and Credit Line Mortgage Certificate

See instructions (TP-584-I) before completing this form. Please print or type.

Schedule A — Information Relating to Conveyance

Grantor ☐ Individual ☐ Corporation ☐ Partnership ☐ Other	Name *(if individual; last, first, middle initial)*		Social Security Number
	Mailing address		Social Security Number
	City	State / ZIP code	Federal employer ident. number
Grantee ☐ Individual ☐ Corporation ☐ Partnership ☐ Other	Name *(if individual; last, first, middle initial)* Town of East Hampton		Social Security Number
	Mailing address 159 Pantigo Road		Social Security Number
	City East Hampton	State New York	ZIP code 11937	Federal employer ident. number 11 6001927

Location and description of property conveyed

Tax map designation			Address	City/Village	Town	County
Section	Block	Lot				
					East Hampton	Suffolk

Type of property conveyed *(check applicable box)*

1 ☐ 1 - 3 family house
2 ☐ Residential cooperative
3 ☐ Residential condominium
4 ☐ Vacant land
5 ☐ Commercial/Industrial
6 ☐ Apartment building
7 ☐ Office building
8 ☐ Other _____

Date of conveyance ___ month ___ day ___ year

Percentage of real property conveyed which is residential real property _____ % *(see instructions)*

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 identity 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 is claimed (complete Schedule F Part III)
q. – Conveyance of property partly within and partly without the state
r. – Other *(describe)* _____

Schedule B — Real Estate Transfer Tax Return (Article 31 of the Tax Law)

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**	1	0
2 Continuing lien deduction *(see instructions if property is taken subject to mortgage or lien)*	2	(
3 Taxable consideration *(subtract line 2 from line 1)*	3	0
4 Tax: $2 for each $500, or fractional part thereof, of consideration on line 3	4	0
5 Amount of credit claimed *(see instructions and attach Form TP-584.1, Schedule G)*	5	(
6 Total tax due* *(subtract line 5 from line 4)*	6	0

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)	1	
2 Taxable consideration *(multiply line 1 by the percentage of the premises which is residential real property; see instructions)*	2	
3 Total additional transfer tax due* *(1% of line 2)*	3	

*Please make check(s) payable to the county clerk where the recording is to take place or if the recording is to take place in New York City, make check(s) payable to the ***NYC Department of Finance***. If no recording is required, send this return and your check(s) made payable to the ***Department of Taxation and Finance***, directly to the NYS Tax Department, TTTB-Transfer Tax, PO Box 5045, Albany NY 12205-5045.

For recording officer's use	Amount received	Date received	Transaction number
	Part I $ Part II $		

Schedule B — (continued)

Part III – 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) ..... 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 really 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 1-, 2-, or 3-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 section 1401(e) of Article 31 of the Tax Law *(attach documents supporting such claim)* ..... k ☐

l. Other *(attach explanation)* ..... l ☐

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

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

Grantor	Title	Grantee	Title

Reminder: Did you complete all of the required information in Schedules A and B? Were you required to complete Schedule C? If you checked e, f or g in Schedule A, did you complete 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, TTTB-Transfer Tax, PO Box 5045, Albany NY 12205-5045.

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	Name (individual; last, first, middle initial)	Social Security Number
☐ Individual		
☐ Corporation	Mailing address	Social Security Number
☐ Partnership		
☐ Other	City / State / ZIP code	Federal employer ident. number
Grantee	Name (individual; last, first, middle initial)	Social Security Number
☐ Individual		
☐ Corporation	Mailing address	Social Security Number
☐ Partnership		
☐ Other	City / State / ZIP code	Federal employer ident. number

Location and description of property conveyed

Tax map designation				Address	Village	Town
Dist	Section	Block	Lot			

Type of property conveyed (check *applicable* box)

☐ Improved
☐ Vacant land

Date of conveyance: month | day | year

Date of contract: month | day | year

Dual Towns: _____ _____ _____ _____

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
f.- Conveyance which consists of a mere change of identity or form of ownership or organization
g.- Conveyance for which credit (or tax previously paid will be claimed
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 is claimed (complete Schedule B, Part 11)
q.- Conveyance of property partly within and partly without the state
r.- Other *(describe)* _____

Schedule B - Community Preservation Fund

Part 1 - Computation of Tax Due

1. Enter amount of consideration for the conveyance (from line 1 TP584 Schedule B) 1
2. Allowance(see below) 2
3. Taxable consideration (subtract line 2 from line 1) 3
4. 2% Community Preservation Fund (of line 3) make certified check payable to **SUFFOLK COUNTY CLERK** 4
5. Property not subject to CPF Tax (See ScheduleC) ..... ☐

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 C (continued)

Part 11- 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 really 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) (j) 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) ☐

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.

Grantor

Grantee

Grantor

Grantee