

**BEAR & SCHUB  
SHADMOOR ASSOCIATION, INC.  
Baseline Documentation**



**Suffolk County Tax Map 300-53-1-6.2  
(formerly 28-9-46.1 & .2)  
Montauk State Blvd.  
Town of East Hampton, New York  
Area 65.926 Acres**

**300-53-1-96.2 was purchased in partnership with The State of New York by the Town of East Hampton through the Community Preservation Fund program, and has been designated as a Town Nature Preserve.**

*The Community Preservation Fund Law was enacted to help protect and preserve open and undeveloped lands in the Town of East Hampton and the Incorporated Villages, including wetlands, woodlands, agricultural lands, shorelands and the other natural resources of the town; for the purposes of protecting historic places and properties within the town; and for the purpose of providing the town's visitors and residents with outdoor recreational opportunities.*

*The East Hampton Town Code categorizes a Nature Preserve as any area of land or water owned by the Town which is formally dedicated to being maintained as nearly as possible in its natural condition. These lands are chosen for preservation based on the unique and valuable ecological assets situated within their boundaries. They are protected not only as a means to preserve the land in its natural state, but to create a multi-use recreational resource to be enjoyed by all.*

**Included in this Baseline Documentation:  
Suffolk County Tax Map 300-53-6.1  
Area 32.963 Acres  
Purchased by the County of Suffolk**

**The Nature Conservancy has been granted a Conservation Easement for both parcels.**

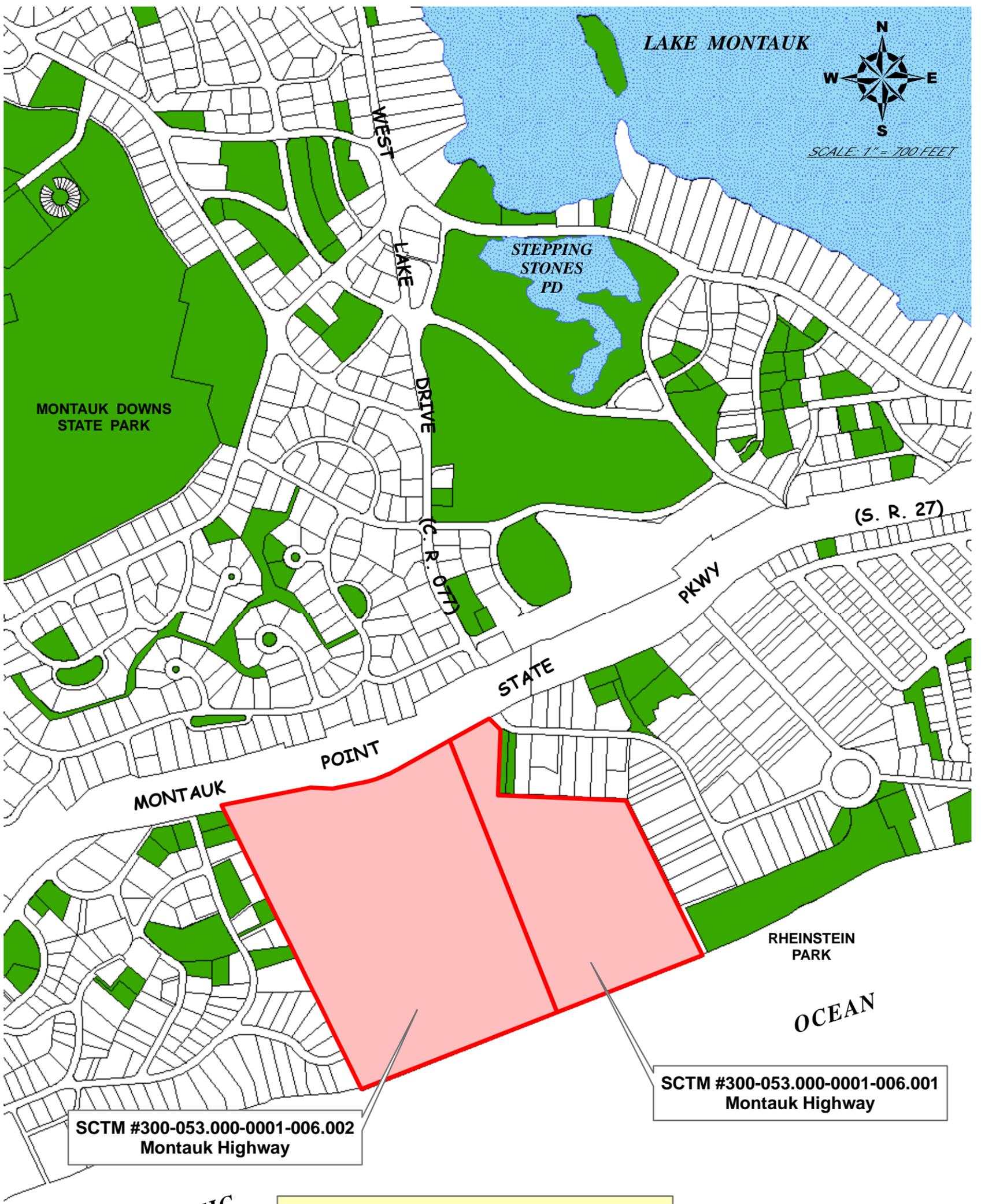
**300-53-1-96.2 was purchased in partnership with The State of New York by the Town of East Hampton through the Community Preservation Fund program, and has been designated as a Town Nature Preserve.**

*The Community Preservation Fund Law was enacted to help protect and preserve open and undeveloped lands in the Town of East Hampton, including wetlands, woodlands, agricultural lands, shorelands and the other natural resources of the town; for the purposes of protecting historic places and properties within the town; and for the purpose of providing the town's visitors and residents with outdoor recreational opportunities.*

*The East Hampton Town Code categorizes a Nature Preserve as any area of land or water owned by the Town which is formally dedicated to being maintained as nearly as possible in its natural condition. These lands are chosen for preservation based on the unique and valuable ecological assets situated within their boundaries. They are protected not only as a means to preserve the land in its natural state, but to create a multi-use recreational resource to be enjoyed by all.*

**Included in this Baseline Documentation:  
Suffolk County Tax Map 300-53-6.1  
Area 32.963 Acres  
Purchased by the County of Suffolk**

**The Nature Conservancy has been granted a Conservation Easement for both parcels.**



SCTM #300-053.000-0001-006.002  
Montauk Highway

SCTM #300-053.000-0001-006.001  
Montauk Highway

Recreational Open Space

*CPF PROPERTY*  
Town Of East Hampton  
New York State  
*SCTM #300-053.000-0001-006.002*

*Suffolk County (Not CPF)*  
*SCTM #300-053.000-0001-006.001*

**LOCATION MAP**

Suffolk County Real Property Tax Service  
COPYRIGHT 2008, COUNTY OF SUFFOLK, N. Y.  
Real Property Taxmap parcel linework used with permission of  
Suffolk County Real Property Tax Service Agency (R.P.T.S.A.)



Prepared by  
**THE TOWN OF EAST HAMPTON**  
Suffolk County, New York

**TOWN OF EAST HAMPTON**  
**Bear / Schub / Shadmoor Assoc., Inc. Property**  
**Montauk Highway**  
**Montauk School District**



(1055)Acceptance of Easements

The following resolution was offered by Councilman Hammerle, seconded by Councilman Bernard, and adopted:

**WHEREAS**, a public hearing was held by the Town Board of the Town of East Hampton on **October 1, 1999**, on proposed grants of conservation easements to the Town pursuant to § 247 of the General Municipal Law and Chapter 22 of the Town Code; and

**WHEREAS**, acceptance of the easement as submitted and heard is hereby found to be in the best interest of the Town; now, therefore, be it

**RESOLVED**, that the Town hereby accepts the easements listed below and authorizes and directs the Supervisor to execute same on behalf of the Town and to pay recording fees therefor, and the Town Clerk is directed to record same in the Office of the Suffolk County Clerk; and be it

**FURTHER RESOLVED**, that the Town Clerk is hereby directed to send copies of this resolution to the **Planning Board** and to **Nica Strunk, Esq.**, P.O. Box 279, Riverhead, New York 11901-0279, and **Richard E. Whalen**, Deputy Town Attorney.

**GRANTOR:** Robert Bear and Peter Schub

**TYPE OF EASEMENT:** Scenic and Conservation

**DATE OF EASEMENT:** -

**LOCATION:** South side of New York State Route 27 at Montauk, Town of East Hampton County of Suffolk and State of New York shown on the "Minor Subdivision Map of Shadmoor"

**REVIEWING AGENCY:** Planning Board

**GRANTOR:** Robert Bear and Peter Schub

**TYPE OF EASEMENT:** Large Lot Scenic

**DATE OF EASEMENT:** -

**LOCATION:** South side of New York State Route 27 at Montauk, Town of East Hampton County of Suffolk and State of New York shown on the "Minor Subdivision Map of Shadmoor"

**REVIEWING AGENCY:** Planning Board

(1060) **AUTHORIZE CONTRACT AND ACQUISITION**  
**PROPERTY OF ROBERT BEAR & PETER SCHUB (SHADMOOR)**  
**Map of Shadmoor (Map No. 10411)**

The following resolution was offered by SUPERVISOR SCHNEIDERMAN, seconded by Councilwoman P. Mansir, and adopted:

**WHEREAS**, the Town of East Hampton has been attempting, with the assistance of the State of New York Department of Parks, Recreation, and Historic Preservation, the County of Suffolk, and The Nature Conservancy, to purchase and preserve the 99-acre oceanfront property on Montauk known as "Shadmoor;" and

**WHEREAS**, the parties to this proposed transaction, including the owners of the property, Robert Bear and Peter Schub, and Shadmoor Associates, Inc., appear close to reaching agreement on a sale which will preserve the Shadmoor Property in its entirety, thereby protecting its notable environmental and historic features and making the Property available for public use and enjoyment; and

**WHEREAS**, the Town Board has previously authorized the Town's participation in the joint purchase of the Shadmoor Property, by Resolution No. 1060 of 1999, adopted October 1, 1999, and has also authorized the issuance of up to \$5,000,000.00 in serial bonds, by Resolution No. 985 of 1999, adopted September 17, 1999, as amended by Resolution No. 1124 of 1999, adopted October 19, 1999, to finance the Town's share of the purchase price and closing costs; and

**WHEREAS**, the terms of sale have been further refined in the course of negotiations which have taken place since the adoption of the Town Board's original authorizing resolution (Resolution No. 1060-1999); and

**WHEREAS**, the Town Board wishes to restate and reiterate that the Town Supervisor is directed and authorized to sign any contracts, purchase agreements, or other documents necessary to effectuate the purchase of the Shadmoor Property, as previously authorized and including any changes in the terms of sale as the transaction is now contemplated, and that the Supervisor is moreover authorized and directed to pay any and all reasonable survey, title, tax, recording, environmental audit, and other appropriate transactional costs and charges, including certain additional sums on account of the purchase if closing of title is delayed, as discussed and described below; and

**WHEREAS**, the Town Board now intends to finance its portion of the Shadmoor purchase price through the issuance of \$4,500,000 in bond anticipation notes, which notes would eventually be converted to long term debt of the Town, and to pay the remaining purchase price amount of \$1,028,840 (plus any additional sums on account of a delay in closing, as set forth herein), together with all transactional costs, through the direct expenditure of Community Preservation Fund proceeds; and

**WHEREAS**, by resolution adopted herewith, the Town Board will amend Resolution No. 985-1999 authorizing the issuance of serial bonds in connection with this acquisition; and

**WHEREAS**, the Town Board has already noticed and held a public hearing on the acquisition of the Shadmoor Property, which hearing took place on October 1, 1999, as required by § 247 of the General Municipal Law of the State of New York; and

**WHEREAS**, the adoption of this resolution is classified as a Type II action pursuant to SEQRA, both under 6 NYCRR § 617.5 (c) (20) and under East Hampton Town Code § 128-3-30 A (17);

**NOW, THEREFORE, BE IT RESOLVED**, that the Supervisor is hereby authorized and directed to enter into a contract of sale for the purchase and preservation of the Shadmoor Property, in conjunction with the State of New York and the County of Suffolk and with the assistance of The Nature Conservancy, and the Supervisor is further authorized and directed to pay any and all reasonable survey, title, tax, recording, environmental audit, and other appropriate transactional costs and charges, including certain additional sums on account of the purchase if closing of title is delayed, as may

be necessary to effect the transfer of title and in accordance with a contract of sale which is structured as set forth herein:

1. The total purchase price for the acquisition of the Shadmoor Property shall be \$17,595,506.00, provided that the closing of title occurs no later than October 12, 2000, as further described below.

2. The respective contributions to the purchase price by the State of New York, the County of Suffolk, and the Town of East Hampton shall be as follows:

- a. State of New York, \$5,633,333.00
- b. County of Suffolk, \$5,433,333.00
- c. Town of East Hampton, \$5,528,840.00.

3. The Nature Conservancy has agreed to donate the sum of \$1,000,000.00 to the Town of East Hampton for the purpose of facilitating this acquisition, which sum shall be added to the contribution of the Town just detailed, such that the total sum paid to the sellers at closing by the Town, including The Nature Conservancy's donation and subject to the further provisions set forth below regarding a delayed closing, shall be \$6,528,840.00. The Town will execute an agreement with The Nature Conservancy ensuring that the Conservancy's gift will be used only for the purpose of acquiring the Shadmoor Property, and that the gift will be returned to The Nature Conservancy if at any time thereafter the Town ceases to use the Property for park and conservation purposes or alienates its interest in the Property.

4. Title to the Property shall be taken as follows:

- a. State of New York and Town of East Hampton shall take title to the westerly two-thirds of the Property (calculated and determined based upon the Property's acreage as shown on the Map of Shadmoor), as tenants in common each holding an undivided 50% interest in fee.
- b. County of Suffolk shall take title in fee to the easterly one-third of the Property (calculated and determined based upon the Property's acreage as shown on the Map of Shadmoor).

5. The Nature Conservancy shall acquire a conservation easement over all or part of that portion of the Shadmoor Property which is designated as Reserved Area A and Reserved Area B on the Map of Shadmoor. This conservation easement shall allow the construction and use of a twenty (20) car parking lot on the Property for use of the general public, and shall allow for future expansion of said parking lot if circumstances warrant.

6. The State and Town shall each take and acquire their respective interests in the Property subject to the conservation easement to The Nature Conservancy just described, and the County may take and acquire its interest in the Property subject to said conservation easement. In addition, the owners shall at closing convey reciprocal easements of access and use over the respective portions of the Property purchased by the State and Town, on the one hand, and by the County on the other hand, such that the State and Town shall have rights to the use of the County portion of the Property and so that the County has rights to the State and Town portion of the Property. These easements shall allow mutual access, use, and management of the respective portions of the Shadmoor Property, so that it is used and managed as a single preserve.

7. The Town of East Hampton shall be responsible for the construction and maintenance of the parking lot which is to be established on the Shadmoor Property, and for the maintenance, management, and upkeep of the Shadmoor Property. It is understood that the Town will be given strong consideration for State funding for construction of the parking lot should a grant application be made to New York State for that purpose.

8. The Shadmoor Property shall be known and designated as a State Park property, with appropriate recognition of the interests of the Town of East Hampton and

the County of Suffolk, and of the contribution to the Property's preservation which has been made by The Nature Conservancy, and appropriate signage may be erected for this purpose. The Property may be known as the "Shadmoor Preserve."

9. The Town acknowledges and intends that those conservation easements previously granted to the Town in connection with the approval of the Map of Shadmoor and recorded in the Office of the Suffolk County Clerk, namely, a certain Scenic and Conservation Easement and a certain Large Lot Scenic Easement, will be extinguished by merger of title as to that portion of the property which is to be jointly acquired by the State and the Town.

10. In recognition of the fiscal limitations imposed upon the County of Suffolk in this transaction by the authorizing resolution of the Suffolk County Legislature, the Town shall if necessary pay the County's share of any and all transactional costs, including charges for survey work (if any), title examination and insurance, prorated real property taxes and assessments, recording fees (if any), and environmental audit work (if any).

11. The Town shall obtain title insurance and pay the costs for examination of title by a title insurance company, including any costs of examining or insuring title for the benefit of the State of New York.

12. The Town will agree to provide a downpayment in the amount of \$1,000,000.00 upon signing of a Contract of Sale or Purchase Agreement for the Shadmoor Property, said sum to be held in escrow by the owners' attorney pending the closing of title. Said downpayment may be held in an interest-bearing escrow account and, if title closes in accordance with the contract, the owners shall be entitled to any interest earned on said account.

13. In the event that the closing of title to the Shadmoor Property does not take place on or before October 12, 2000, and provided that any such delay in closing is not attributable to the actions of the owners or to the owners' need for additional time to clear objections to title, the Town agrees to increase its contribution to the purchase price for the Property by the sum of \$2,273.36 for each day by which closing is delayed past October 12, 2000 (but not beyond October 31, 2000). If the closing of title does not occur by November 1, 2000 (again provided that such delay is not attributable to the actions of the owners or to the owners' need for additional time to clear objections to title), the owners shall have the right to cancel the contract and shall return the downpayment and any interest earned to the Town. The Town's downpayment shall be forfeited and may be retained by the owners only in the event that the failure to close is caused by a default by the State and/or Town under their contract. In no case shall the Town's downpayment be forfeited and retained by the owners if the failure to close is due to a contract default by the owners, to the owners' inability to deliver good title, or to a default by the County of Suffolk on its contract.

14. The contract between the State and Town and the owners of the Property, the contract between the County and the owners, and the contract for acquisition of a conservation easement between The Nature Conservancy and the owners, shall be mutually contingent, such that no contract is effective unless the transactions contemplated by the other contracts are consummated. In addition, the contract between the State and Town and the owners shall be dependent upon approval of the Attorney General and approval of the State Comptroller, and neither the State and Town contract nor either of the other two contracts shall be effective and binding unless said approvals are obtained; and

**BE IT FURTHER RESOLVED**, that the Supervisor is authorized and directed to deliver a downpayment in the sum of \$1,000,000.00 to the owners' attorney upon signing the contract of sale, to be held in escrow subject to the terms described above, and the Supervisor is additionally authorized and directed to pay any additional sums which may become owing to the owners as part of the purchase price if closing does not take place on or before October 12, 2000 as discussed above; and

**BE IT FURTHER RESOLVED**, that the aforementioned downpayment shall be drawn and paid from the Community Preservation Fund Budget Account, as shall all sums which are paid for transactional costs, including the costs of survey work, title examination and insurance, prorated real property taxes and assessments, recording

fees, and environmental audits, and any portion of the purchase price exceeding \$4,500,000.00; and

**BE IT FURTHER RESOLVED**, that the Supervisor is authorized and directed to execute any agreement which the County of Suffolk may reasonably require to ensure that the transactional costs of the County's purchase, including survey, title, tax, recording, environmental audit, and other costs and charges, are paid directly by the Town or that the County is reimbursed therefor; and

**BE IT FURTHER RESOLVED**, that the Supervisor is authorized and directed to execute an Operation and Maintenance Agreement with the State of New York and County of Suffolk for the management of the Shadmoor Property after its acquisition, said agreement to be acceptable to the Town Attorney and the Town Director of Parks and Recreation and intended to be executed prior to closing; and

**BE IT FURTHER RESOLVED**, that the Supervisor is authorized and directed to execute an agreement with The Nature Conservancy regarding the disposition of the Conservancy's \$1,000,000.00 donation towards the purchase of the Shadmoor Property, which agreement shall require the return of said gift if the Property is not acquired by the Town, or if after acquisition it is alienated by the Town or converted to a use other than parkland or land conservation; and

**BE IT FURTHER RESOLVED**, that the Town Clerk is directed to forward copies of this resolution to the parties named on the attached list:

Copies of Shadmoor Resolution authorizing Contract and Acquisition To:

Suffolk County Executive Robert Gaffney  
New York State Governor George Pataki  
Steven Jones, Director, Suffolk County Planning Department  
Allan D. Grecco, Director, Suffolk County Division of Real Estate  
David Fishbein, Esq., Suffolk County Department of Law  
Stephen Lewis, Director, NYS OPRHP Real Property Bureau  
James Sponable, NYS OPRHP Real Property Bureau  
William W. Esseks, Esq., Esseks, Hefter & Angel  
Nancy Kelley, Executive Director, South Fork-Shelter Island Chapter, The Nature Conservancy  
Jonathan C. Kaledin, Esq., The Nature Conservancy  
Town Budget Officer Len Bernard  
Assistant Planning Director Marguerite Wolffsohn  
Town Attorney Eric Bregman  
Deputy Town Attorney Richard E. Whalen.

(1469) **ADOPT LOCAL LAW:**  
**ADD PROPERTIES TO TOWN NATURE PRESERVE**

The following resolution was offered by Councilwoman Diana Weir seconded by Councilman Job Potter and adopted:

**WHEREAS**, a public hearing was held by the Town Board of the Town of East Hampton on **November 7, 2003** regarding a Local Law amending Chapter 182 ("East Hampton Town Nature Preserve") of the East Hampton Town Code in order to add additional lands to the register of properties dedicated to the Town Nature Preserve, all as more fully set forth in the text of the Local Law; and

**WHEREAS**, the Town Board has considered the comments of all persons regarding this Local Law, either as submitted in writing or as presented orally at the public hearing; and

**WHEREAS**, both the Town Nature Preserve Committee and the Town Planning Department have reviewed the properties proposed to be dedicated to the Town Nature Preserve, and both agencies recommend that the properties described in this Local Law be so dedicated; and

**WHEREAS**, the proposed dedication of the properties to the Nature Preserve is either not an action subject to review pursuant to SEQRA or, alternatively, is a Type II action pursuant to 6 NYCRR Part 617.5 (c) (20) and requires no further SEQRA review; and

**NOW, THEREFORE, BE IT RESOLVED**, that the said Local Law is hereby enacted to read as follows:

**LOCAL LAW NO 38 OF 2003**  
**INTRODUCTORY NO 42 OF 2003**

A Local Law providing for the amendment of Chapter 182 ("East Hampton Town Nature Preserve") of the East Hampton Town Code in order to add additional properties to the register of lands dedicated to the Town Nature Preserve, as more fully set forth in the text of the Local Law, said Local Law to read as follows:

**BE IT ENACTED** by the Town Board of the Town of East Hampton as follows:

**SECTION I. - FINDINGS AND OBJECTIVES:**

This local law amends Chapter 182 of the Town Code to add additional properties to the Town Nature Preserve. The Register of Properties dedicated to the Nature Preserve will be amended to appear as shown in Section II below. The parcels proposed for dedication to the Nature Preserve consist of a diverse group of ecologically significant parcels containing wetlands, woodlands and waterfront parcels acquired by the Town for the purpose of open space preservation.

**SECTION II. - TOWN CODE AMENDED:**

Chapter 182 ("East Hampton Town Nature Preserve") of the East Hampton Town Code is hereby amended at Article IV, with respect to Table I, II, III, IV and V of the Register of Properties, said amended tables to include the following parcels by School District:

**[AMEND TABLE V – “PARCELS WITHIN MONTAUK SCHOOL DISTRICT” TO INCLUDE THE FOLLOWING PARCELS IN SEQUENTIAL FASHION]**

19-1-13	Finiey Place Wetlands	0.7
19-1-14.1	Finiey Place Wetlands	0.65
19-1-14.2	Finiey Place Wetlands	0.48
19-1-16	Finiey Place Wetlands	1.0
19-2-19	Gravesend Avenue Wetlands	1.0

19-5-17	170 South Lake Drive Wetlands	2.8
19-5-18	170 South Lake Drive Wetlands	1.61
19-9-4.4	Fairview Avenue Wetlands	1.8
28-1-34.3	Massacre Valley/Ft. Pond Road Wetlands	4.3
28-1-35	Massacre Valley/Ft. Pond Road Wetlands	1.4
28-2-9	Fairfield Drive Wetlands	1.5
28-2-10.1	Fairfield Drive Wetlands	1.3
28-5-6	Fairfield Drive Wetlands	4.2
28-3-62.1	West Lake Drive Wetlands	1.42
28-3-63.2	West Lake Drive Wetlands	0.31
28-5-9	Falls Street Wetlands	1.3
49-2-8	93 South Etna Avenue Wetlands	0.8
49-2-9	93 South Etna Avenue Wetlands	1.8
9-1-8.47	Wills Point Road Reserved	1.0
12-5-18.1	Glenmore Avenue Wetlands	1.2
22-1-9	Cliff Drive Wetlands	1.0
22-1-10	Cliff Drive Wetlands	1.0
26-1-2	Navy Road Waterfront	240.7
26-1-3	Navy Road Waterfront	317.0
27-3-18	Ft. Pond Road Waterfront	1.0
32-2-9.9	So. Greenwich Street Wetlands	1.1
32-4-31.4	Montauk Point State Blvd. Wetlands	1.7
32-4-32	Montauk Point State Blvd. Wetlands	1.5
32-4-33	Montauk Point State Blvd. Wetlands	1.0
32-4-34	Montauk Point State Blvd. Wetlands	1.0
33-3-2.4	Deforest Road Waterfront	2.9
48-2-28	South Endicott Place Waterfront	1.0
48-8-36	Second House Road Waterfront	1.2
51-2-17.9	North Surfside Avenue Moorland	2.9
51-2-17.12	North Surfside Avenue Moorland	1.0
51-3-9	North Surfside Avenue Moorland	1.0
53-1-6.2	Montauk Point State Blvd. Wetlands	65.9

**SECTION III. – SEVERABILITY:**

Should any part or provision of this Local Law be decided by the courts to be unconstitutional or invalid, such decision shall not affect the validity of this Local Law as a whole nor any part thereof other than the part so decided to be unconstitutional or invalid.

**SECTION IV. – EFFECTIVE DATE:**

This Local Law shall take effect immediately upon filing with the Secretary of State as provided by law.

---

***AND BE IT FURTHER RESOLVED***, that the Town Clerk is directed to forward copies of this resolution to:

Planning Director Marguerite Wolffsohn;  
Senior Planner Joanne Pahwul;  
Natural Resources Director Larry Penny;  
Town of East Hampton Nature Preserve Committee, George Larsen, Chair;

**DATED: November 7, 2003**

**BY ORDER OF THE TOWN BOARD  
TOWN OF EAST HAMPTON, NEW YORK  
FRED L. OVERTON, TOWN CLERK**

The adoption of the foregoing resolution was duly put to a vote on roll call, which resulted as follows:

<b>SUPERVISOR JAY SCHNEIDERMAN</b>	<b>VOTE</b>	<b>AYE</b>
<b>COUNCILWOMAN DIANA WEIR</b>	<b>VOTE</b>	<b>AYE</b>
<b>COUNCILMAN JOB POTTER</b>	<b>VOTE</b>	<b>AYE</b>
<b>COUNCILMAN PETE HAMMERLE</b>	<b>VOTE</b>	<b>AYE</b>
<b>COUNCILWOMAN PAT MANSIR</b>	<b>VOTE</b>	<b>AYE</b>

The resolution was declared duly adopted.