

GRANT OF LARGE LOT SCENIC 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 real property constituting _____ single and separate lots or parcels of land situate at _____, Town of East Hampton, County of Suffolk, State of New York, described as follows:

[INSERT METES & BOUNDS DESCRIPTION OF THE PROPERTIES TO BE COVERED BY THE LARGE LOT 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, the _____ lots or parcels of land described herein each constitute an oversized or "large" lot under the zoning regulations of the Town of East Hampton because of the area of each lot is equal or greater than 150% of the minimum lot area required for the zoning district which the lands are located; and

WHEREAS, the parties hereto wish to ensure that no further division of these lands will occur and that future use of these lands will be otherwise limited as set forth below; and

WHEREAS, in furtherance of GRANTEE'S policies and in accordance with Section 247 of the General Municipal Law, GRANTOR therefore wishes to convey and GRANTEE wishes to accept this large lot scenic 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 large lot scenic easement in gross, of the nature, character, and to the extent hereinafter set forth over and upon each of the _____ lots or parcels 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) None of the _____ lots within the burdened premises shall be further divided or diminished in area in any manner; provided, however, that modifications of one (1) or more boundary lines of these premises may be made if such modification will not increase the number of lots into which adjoining lands can be divided and if prior approval therefor is obtained from the East Hampton Town Planning Board or its legal successor. In event of any such lot line modification, the deed or other recordable instrument evidencing such modification shall make explicit reference to this easement, which shall in any case apply with full force and effect to such modified premises as if the description thereof had originally been set forth herein.

(b) No buildings or other structures of any description shall be constructed, erected, maintained, or moved onto or within each of the _____ lots comprising the burden premises except:

(i) one (1) single-family residence; and

(ii) such other accessory buildings or structures as may be permitted on a lot occupied by a single-family residence by the zoning or other land use regulations of the Town of East Hampton, and provided that all necessary permits and approvals are first obtained therefor.

(c) 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 other than those set forth in paragraph 2 (b) above, and the natural contours and subsurface conditions

of the burdened premises shall otherwise remain generally undisturbed;

(d) Each lot within the burdened premises shall have only one (1) driveway and parking area appropriate for a single-family residence, and no other large paved areas shall be created.

(e) 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 (e) above.

(b) All rights, interests, 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, provided that the restrictions imposed herein are greater than those imposed by the zoning or other land use regulations then in effect in the Town of East Hampton.

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

ACKNOWLEDGEMENT*

STATE OF NEW YORK)

ss.:

COUNTY OF _____)

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

RECORD AND RETURN TO:

TOWN CLERK
TOWN OF EAST HAMPTON
159 Pantigo Road
East Hampton, New York 11937