

Conservation Easement  
30 Glen St  
(Roslyn, N.Y.)

DOOR  
70

THIS INDENTURE, made this 31<sup>st</sup> day of ~~January~~ December, 2003, between HUYLER C. HELD, as executor u/w PEGGY N. GERRY, having an office at c/o McLaughlin & Stern, LLP, 260 Madison Avenue, New York, NY 10016, and THE BANK OF NEW YORK and HUYLER C. HELD, as Trustees of the GERRY CHARITABLE TRUST u/a 2/21/78, together the "Grantor," and THE ROSLYN PRESERVATION CORPORATION, P.O. Box 167, Roslyn, Nassau County, New York, hereinafter called the "Grantee,"

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of certain real property situate in the Village of Roslyn, County of Nassau and State of New York, hereinafter called the "Protected Property", which has historic, aesthetic, scenic and ecological value in its present state as a natural area which has not been subject to development or exploitation, which property is more particularly bounded and described on SCHEDULE A, attached hereto;

WHEREAS, the Grantor and Grantee recognize the historic and natural scenic, aesthetic and special character of the region in which the Protected Property is located, contiguous or near to a number of historic houses in the Historic District of Roslyn, and have the common purpose of conserving the historic and natural values of the Protected Property by the conveyance to the Grantee of a Conservation Easement on, over and across the Protected Property, which shall conserve the historic and natural values of the Protected Property and prevent the use or development of that property for any purpose or in any manner which would conflict with the maintenance of the Protected Property in its historic, natural, scenic and open condition for both this generation and future generations;

SECTION  
7  
BLOCK  
F  
LOTS  
737  
751  
756

NOW, THEREFORE, the Grantor, for and in consideration of the facts above recited and of the mutual covenants, terms, conditions and restrictions herein contained, does hereby give, grant, bargain, sell and convey unto the Grantee, its successors and assigns, forever a Conservation Easement in perpetuity over the Protected Property consisting of the following:

1. The right of view of the Protected Property in its natural, scenic and open condition;
2. The right of the Grantee, in a reasonable manner and at reasonable times, to enforce by proceedings at law or in equity the covenants hereinafter set forth, including but not limited to, the right to require the restoration of the Protected Property to the condition at the time of this grant. The Grantee, or its successors or assigns, does not waive or forfeit the right to take action as may be necessary to insure compliance with the covenants and purposes of this grant by any prior failure to act;
3. The right to enter the Protected Property at all reasonable times for the purpose of inspecting the Protected Property to determine if the Grantor, or its successors and assign, is complying with the covenants and purposes of this grant, but only in such a manner as will not disturb the quiet enjoyment of the Protected Property by the Grantor, and its successors and assigns.

And in furtherance of the foregoing affirmative rights, the Grantor makes the following covenants with respect to the Protected Property on behalf of itself and its successors and assigns, which covenants shall run with and bind the Protected Property in perpetuity:

A. There shall be no construction or placing of buildings, camping accommodations or mobile homes, signs, billboards or other advertising material, or other structures;

B. There shall be no filling, excavating, dredging, mining or drilling, removal or topsoil, sand, gravel, rock, minerals or other materials nor any building of roads or change in the topography of the land in any manner;

C. There shall be no dumping of ashes, trash, garbage, or other unsightly or offensive material, and no changing of the topography through the placing of soil or other substance or material such as land fill or dredging spoils;

D. There shall be no removal, destruction or cutting of mature live trees on the Protected Property with a trunk diameter, at breast height, of eight inches or more, except which endanger public safety, are diseased, damaged or fallen.

The Grantor, and its successors and assigns, agree to pay any real estate taxes or assessments levied by competent authorities on the Protected Property and to relieve the Grantee from responsibility for maintaining the Protected Property.

The Grantor agrees that the terms, conditions, restrictions, and purposes of this grant will be inserted by it in any subsequent deed or other legal instrument by which the Grantor divests itself of either the fee simple title to or its possessory interest in the Protected Property; and any subsequent conveyance of any interest in the Protected Property, including without limitation any transfer, lease or mortgage thereof or any parcel thereof, shall be subject to this Conservation Easement, and any deed or other instrument evidencing or effecting such conveyance shall contain language substantially as follows: "This [conveyance, lease, mortgage, easement, etc.] is subject to a Conservation Easement which runs with the land which was granted to The Roslyn Preservation Corporation by Conservation Easement Deed dated \_\_\_\_\_, 2004 and recorded in the Nassau County Clerk's Office on \_\_\_\_\_, 2004 in Liber \_\_\_\_\_ and Page \_\_\_\_." The failure to include such language shall not affect the validity or applicability of this Conservation Easement Deed.

TO HAVE AND TO HOLD the said Conservation Easement unto the said Grantee, its successors and assigns forever.

Except as expressly limited herein, the Grantor reserves for itself, its successors and assigns, all rights as owner of the Protected Property, including the right to use the property for all purposes not inconsistent with this grant.

**PARCEL 1:**

ALL THAT CERTAIN PLOT, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Roslyn, Town of North Hempstead, County of Nassau and State of New York, known and designated as and by part of plot number 2 as shown on a certain map entitled, "Map of Roslyn Heights, Property of the Roslyn Heights Land & Improvement Company, situate at Roslyn, Queens County, L.I., May 1889 by William L. Hawxhurst, Surveyor" and filed in the Office of the Clerk of the County of Queens, August 31st, 1889 as Map No. 178 and filed in the Office of the Clerk of the County of Nassau as Map No. 17, Case No. 131, and being bounded and described as follows:

COMMENCING at a point on the Easterly side of Glen Avenue where it is intersected by the Northerly line of a reserved strip belonging to Roslyn Heights Land and Improvement Company;

RUNNING THENCE, South 89 degrees 07 minutes 00 seconds East 50.00 feet;

THENCE, North 0 degrees 53 minutes 00 seconds East 52.80 feet to the Southerly side of Glen Avenue;

THENCE, along said Southerly side of Glen Avenue the following two (2) courses and distances:

1. Along the arc of a curve to the left having a radius 74.67 feet a distance of 55.26;
2. Along the arc of a curve to the left having a radius of 40.0 feet a distance of 22.23 feet (deed) 22.21 feet (actual) TO THE POINT OR PLACE OF BEGINNING.

FOR INFORMATION ONLY said premises being known as and by Section 7 Block F Lot 737 on the Land and Tax Map of Nassau County

BEING the same premises as described in the deed from Roger Gerry and Floyd A. Lyon to Roger Gerry and Peggy Gerry dated 5/8/79 recorded 5/11/79 in Liber 9188 page 291.

**PARCEL 2:**

ALL THAT CERTAIN PLOT, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Roslyn, Town of North Hempstead, County of Nassau and State of New York, known and designated as and by part of plot number 2 as shown on a certain map entitled, "Map of Roslyn Heights, Property of the Roslyn Heights Land & Improvement Company, situate at Roslyn, Queens County, L.I., May 1889 by William L. Hawxhurst, Surveyor" and filed in the Office of the Clerk of the County of Queens, August 31st 1889 as Map No. 178 and filed in the Office of the Clerk of the County of Nassau as Map No. 17 Case No. 131 and being bounded and described as follows:

**COMMENCING** at a point on the Easterly side of Glen Avenue where it is intersected by the Northerly line of a reserved strip belonging to Roslyn Heights Land and Improvement Company;

**RUNNING THENCE**, South 89 degrees 07 minutes 00 seconds East 50.0 feet to the point or place of Beginning;

**THENCE**, Along land now or formerly of Degrauw South 89 degrees 07 minutes 00 seconds East 15.0 feet;

**THENCE**, North 0 degrees 53 minutes 00 seconds East 56.83 feet to the Southerly side of Glen Avenue;

**THENCE**, Along said Southerly side of Glen Avenue the following two (2) courses and distances:

1. Along the arc of a curve to the right having a radius of 74.67 feet a distance of 11.15 feet;
2. Along the arc of a curve to the left having a radius of 74.67 feet a distance of 4.40 feet;

**THENCE**, South 0 degrees 53 minutes 00 seconds West 52.80 feet TO THE POINT OR PLACE OF BEGINNING.

**FOR INFORMATION ONLY** said premise being known as and by Section 7 Block F Lot 751 on the Land and Tax Map of Nassau County

**BEING** the same premises as described in the deed from Paul F. Emmanuel and Sharon Emmanuel to Roger Gerry and Peggy Gerry dated 5/8/79 recorded 5/11/79 in Liber 9188 page 287.

## PARCEL 3:

ALL THAT CERTAIN PLOT, piece or parcel of land, with the buildings and improvements thereon erected, situated lying and being in the Incorporated Village of Roslyn, Town of North Hempstead, County of Nassau and State of New York, and being bounded and described as follows:

COMMENCING AT A POINT on the Easterly side of Glen Avenue where it is intersected by the Northerly line of a reserved strip belonging to Roslyn Heights Land and Improvement Company; and

RUNNING THENCE, South 89 degrees 07 minutes 00 seconds East 10.0 feet to the point or place of beginning;

THENCE, from said point of beginning South 89 degrees 07 minutes 00 seconds East 168.57 feet;

THENCE, South 69 degrees 34 minutes 39 seconds East 44.85 feet;

THENCE, North 78 degrees 15 minutes 51 seconds East 68.66 feet;

THENCE, South 89 degrees 07 minutes 00 seconds East 40.0 feet;

THENCE, South 2 degrees 51 minutes 00 seconds East 34.0 feet;

THENCE, South 22 degrees 49 minutes 58 seconds East 63.50 feet;

THENCE, South 20 degrees 14 minutes 25 seconds East 33.0 feet;

THENCE, North 89 degrees 07 minutes 00 seconds West 140.46 feet;

THENCE, South 45 degrees 53 minutes 00 seconds West 45.45 feet;

THENCE, North 89 degrees 07 minutes 00 seconds West 187.0 feet;

THENCE, North 1 degree 39 minutes 45 seconds East 155.0 feet TO THE POINT OR PLACE OF BEGINNING.

FOR INFORMATION ONLY said premises being known as and by Section 7 Block F Lot 756 on the Land and Tax Map of Nassau County

BEING part of the same premises as described in the deed from United States Trust Company of New York and Prentice W. Brower and Elizabeth Van Horn Brower as Trustees of the Trust created under the Last Will and Testament of Marion Willetts Brower, deceased, date of death 5/17/74 to Roger G. Gerry and Peggy N. Gerry dated 4/19/77 recorded 4/25/77 in Liber 9031 page 169.

The covenants agreed to and the terms, conditions, restrictions, and purposes imposed with this grant shall not only be binding upon the Grantor but also its agents, successors and assigns, and shall continue as a servitude running in perpetuity with the Protected Property.

IN WITNESS WHEREOF, the Grantor has set his hand this day and year first above written.

THE BANK OF NEW YORK

By *Douglas J. Boyle* Vice President  
DOUGLAS J. BOYLE

*Huyler C. Held*  
Huyler C. Held  
as Receiver and Trustee

AGREED:

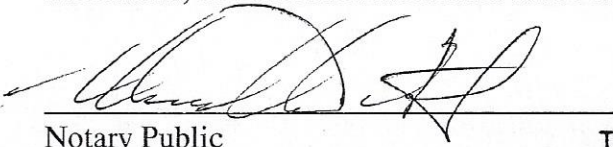
THE ROSLYN PRESERVATION CORPORATION

By *John M. Collins*, PRESIDENT  
JOHN M. COLLINS

JANUARY 5, 2004

STATE OF NEW YORK )  
 ):s.s.:  
COUNTY OF NEW YORK )

On 31<sup>st</sup> day of December, in the year 2003 before me, the undersigned, personally appeared HUYLER C. HELD, 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, that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned.

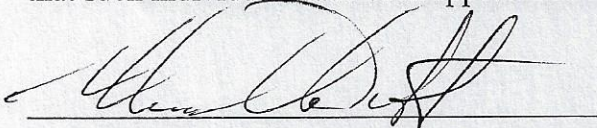


Notary Public  
Notarial commission expires on:

THEODORE S. WICKERSHAM  
Notary Public, State of New York  
No. 31-02WI4258050  
Qualified in New York County  
Commission Expires Dec. 31, 2005

STATE OF NEW YORK )  
 ):s.s.:  
COUNTY OF NEW YORK )

On 31<sup>st</sup> day of December in the year 2003 before me, the undersigned, personally appeared Douglas J. Boyle, a Vice President of THE BANK OF NEW YORK 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, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned.



Notary Public  
Notarial commission expires on:

THEODORE S. WICKERSHAM  
Notary Public, State of New York  
No. 31-02WI4258050  
Qualified in New York County  
Commission Expires Dec. 31, 2005

STATE OF NEW YORK )  
 ):s.s.:  
COUNTY OF NASSAU )

On 5<sup>th</sup> day of JANUARY 2004 in the year 2004 before me, the undersigned, personally appeared JOHN M. COLLINS, a PRESIDENT of THE ROSLYN PRESERVATION CORPORATION, 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, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned.



Notary Public

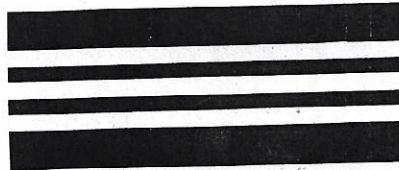
Notarial commission expires on:

ANITA FRANGELLA  
Notary Public, State of New York  
No. 01FR6062166  
Qualified in Suffolk County  
Commission Expires July 30, 2005

Record & Return To:

THEODORE S. WICKERSHAM  
C/O MCLAUGHLIN & STERN, LLP  
260 MADISON AVENUE  
NEW YORK, NEW YORK 10016





Conservation Easement  
Brower North Here  
30 Glen Ave.  
Howard House #9  
30 Glen Ave.

NASSAU COUNTY CLERK'S OFFICE  
ENDORSEMENT COVER PAGE

Recorded Date: 01-22-2004  
Recorded Time: 2:07:26 p

Record and Return To:  
THEODORE S WICKERSHAM  
C/O MCLAUGHLIN & STERN LLP  
260 MADISON AVENUE  
NEW YORK, NY 10016

Liber Book: D 11725  
Pages From: 200  
To: 209

Control  
Number: 1794  
Ref #: RE 016083  
Doc Type: D02 EASEMENT

Location:	Section	Block	Lot	Unit
N. HEMPSTEAD (2822)	0007	0000F-00	00737	
N. HEMPSTEAD (2822)	0007	0000F-00	00751	
N. HEMPSTEAD (2822)	0007	0000F-00	00756	

MMS001

Taxes Total	.00
Recording Totals	65.00
Total Payment	65.00

THIS PAGE IS NOW PART OF THE INSTRUMENT AND SHOULD NOT BE REMOVED  
KAREN V. MURPHY  
COUNTY CLERK



2004012201794

