

Duplicate OB SWK

THIS INDENTURE made the 19th day of June 1968, between TOWN OF OYSTER BAY, Long Island, New York, a municipal corporation, ANDREW AVENUE OYSTER BAY, New York (hereinafter referred to as the "Grantor"), and THE UNITED STATES OF AMERICA (hereinafter referred to as the "Grantee"). WASHINGTON, D.C.

WITNESSETH:

WHEREAS, the Town of Oyster Bay owns and has jurisdiction over certain lands, marshes, shorelines, and tidewaters (hereinafter referred to as the Town lands), which are of particular importance to migratory birds, in addition to being essential components of the marine environment which supports a valuable shellfishery and habitat essential to the fishery resource of Long Island Sound, which Town lands are hereafter particularly described; and

WHEREAS, the provisions of the Migratory Bird Treaty Act and the Migratory Bird Conservation Act provide for the protection of rare and endangered species of wildlife, which can be met in part through the dedication of said Town lands; and

WHEREAS, it is in the public interest to preserve and protect areas of the nation which are valuable for conservation, recreation, scenic, ecological, fish and wildlife purposes; and

WHEREAS, the Grantor and the Grantee desire to cooperate in the preservation of the conservation values and the fish and wildlife resources of said Town lands for the enjoyment and use of said resources in accordance with all applicable laws and regulations; and

WHEREAS, it is intended that the premises described herein, with the exception of mineral rights, including without limiting, sand and gravel, which are hereby reserved by the Grantor, be conveyed to the Grantee, for the following purposes only, to-wit, as an inviolate sanctuary for migratory birds

DEED 7927 PAGE 28

(Serial 1 awarded)

N. Neg. Supp. [Signature]

Ver. by Section 4
Plotted by Block A
Lot 117
NAMC Index (Per Recorder)

REC-1 1968
DEC-18-1968

and as a refuge for fish and wildlife and their natural habitat, and administered as such pursuant to the provisions of the Migratory Bird Conservation Act of February 18, 1929 (45 Stat. 1222 as amended to date), and as a nature preserve for scientific, educational and aesthetic purposes and in order to preserve its natural beauty both for this generation and for future generations, and that said premises shall be kept and maintained entirely in their natural state and operated for the aforementioned purposes only, without any disturbance whatever of habitat or plant or animal populations and undisturbed by any activities that might adversely affect the flora or the fauna, their natural habitat, or which would impair the essential natural character of the premises, excepting the undertaking of scientific research and the maintenance and construction of such improvements, and interior roads, and the conduct of refuge management activities as may be appropriate to effectuate the foregoing purposes.

NOW, THEREFORE, in consideration of the provisions herein set forth:

1. The Grantor does hereby transfer and convey unto the Grantee, and its assigns forever:

ALL those certain plots, pieces or parcels of land with the improvements, if any, erected thereon, situate, lying and being in the Town of Oyster Bay, County of Nassau, State of New York, more particularly described in Schedule A, annexed hereto and made part hereof.

2. This conveyance is made subject to the express condition and limitation that the premises herein conveyed shall forever be held as an inviolate sanctuary for migratory birds and a refuge for fish and wildlife and their natural habitat; and administered as such pursuant to the provisions of the Migratory Bird Conservation Act of February 18, 1929(45 Stat. 1222 as amended to date), and as a nature preserve for scientific, educational and aesthetic purposes and in order to preserve its

natural beauty both for this generation and for future generations; and that said premises shall be kept and maintained entirely in their natural state and operated for the aforementioned purposes only, without any disturbance whatever of habitat or plant or animal populations and undisturbed by any activities that might adversely affect the flora or the fauna, their natural habitat, or which would impair the essential natural character of the premises, excepting that the Grantee may construct and maintain such improvements and refuge roads as may be necessary solely for the undertaking of scientific research or the conduct of refuge management activities as may be appropriate to effectuate the foregoing purposes.

3. Should the premises or any part thereof, cease to be used solely for any of the purposes herein, or without limiting the generality of the foregoing, if and at such time, whichever is sooner, the Grantee consents to the construction of a bridge, highway, causeway, or tunnel over, through, across or under the premises, or any part thereof other than as permitted by Section 2 hereof, or if the Grantee serves notice upon the Grantor of its intent to permit, or consent to or not to object to the construction of any of the foregoing, or if any of the foregoing is authorized by the Grantee, or if construction is actually commenced for any of the foregoing, or the Grantee consents thereto, the entire estate hereby granted to the United States of America shall cease and determine, and shall forthwith revert to and vest in the Grantor, its successors and assigns, and said reversion and vesting shall be automatic and not require any re-entry or any other act or deed. PROVIDED, that the Grantee may grant and convey such easements for pipe lines, and transmission lines across the premises upon such terms and conditions as will not in the judgment of the Grantee impair

the essential character and use of the premises and further provided that the Grantee may construct and maintain such improvements, and interior roads as may be necessary solely for the undertaking of scientific research or the conduct of refuge management activities as may be appropriate to effectuate the purposes set forth herein in Section 2. Should the reversion of title contemplated in Section 3 herein occur, the Grantor agrees to pay to the United States the total amount of any payments which the County of Nassau has received under the Act of August 30, 1964 (78 Stat. 701; U.S.C. 715s), provided, however, that the Town of Oyster Bay's responsibility to the United States Government shall be limited to the amount of payments actually paid over to the Town of Oyster Bay by the County of Nassau.

4. The conveyance of such lands shall be subject to existing leases and agreements including without limiting leases for piers and shell fish, renewals of leases and agreements covering same, permits for taking shellfish or other products therefrom, and the Grantor's right to fix and receive the revenue therefrom, provided that the exercise by the Grantor of the usufructuary rights heretofore described, and such leases, agreements, renewals and permits are not incompatible with the use of such lands for a migratory bird refuge, and fish and wildlife purposes.

5. The Grantor reserves for itself, its successors and assigns, the oil, gas and minerals, including sand and gravel, together with the right to prospect for, mine and remove the same in perpetuity. The Grantor reserves unto itself, its successors and assigns, the right of ingress and egress over the said lands in pursuance of this reservation.

The exploration by the Grantor, its successors and assigns, the drilling for, development of, and the transportation or removal of mineral resources, including oil, and the control of abandoned wells or wells taken out of production, shall be conducted by the most approved methods. Paramount consideration

shall be given to the prevention both of pollution and contamination from mining, the removal of sand and gravel, or by oil or oil field brine and of other oil field contamination, or damage of the lands for wildlife refuge purposes. Human occupancy and housing therefor and structures erected for drilling, development, transportation or removal of mineral resources, shall be held to a minimum. Any inevitable waste in proximity to the sources must be so confined as to prevent escape that might otherwise occur as a result of rains or high water.

Suitable provision must be made for the removal of oil field brine from the area, by pipe line or any other approved method, so as not to contaminate the lands or the water in the ponds or lakes now created or that may hereafter be created. In the event such damage arises to the lands or water, or lands and water, within the limits of the area being acquired, the Secretary of the Interior will be sole authority in determining the extent of the damage immediately apparent or that may be reasonably anticipated growing out of the leakage or waste of oil or oil field brine and other field contamination.

It is mutually understood and agreed that in the exercise and use of the reservations set out in this deed, the Grantor, its successors and assigns, agents and employees, shall not knowingly disturb, damage or destroy any notice, signboard, fence, building, ditch, dam, dike, embankment, flume, or other improvements or property of the United States, within the limits of the area being acquired, and all such property so damaged or destroyed shall be replaced at the option of the Secretary of the Interior by the Department at the cost of the Grantor or by the Grantor, nor shall the Grantor, its successors and assigns, agents and employees, cut, burn, or destroy any timber, grass or other natural growth on said area being acquired, nor shall the Grantor, its successors and assigns, agents and employees, take any bird, or nest or egg thereof on the area being acquired, or

any other wildlife species except by written permission of the Secretary of the Interior or his duly authorized agent, the Director of the Bureau of Sport Fisheries and Wildlife.

It is further mutually understood and agreed between the parties that the paramount purpose of the Government in acquiring this area is to create a sanctuary for, and the protection of wildlife in the area herein acquired and the Grantor will conform to, and be governed by, and the Grantor herein binds itself, its successors and assigns, agents and employees, to conform to, and be governed by, the rules and regulations pertaining to the protection of wildlife prescribed from time to time by the Secretary of the Interior or his authorized agent, the Director of the Bureau of Sport Fisheries and Wildlife, except that such regulations shall not restrain the exercise and use by the Grantor, its successors and assigns, of the reservation set out in the deed.

6. Notwithstanding this conveyance, the premises hereby conveyed shall be subject to the civil, criminal and political jurisdiction of the State of New York, County of Nassau and the Town of Oyster Bay, provided the same does not conflict with any applicable Federal law.

7. This deed is executed pursuant to whatever authority the Town Board may have and is subject to the existence of said authority.

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said premises, and

TOGETHER with all of the air space above the premises conveyed, and Grantor's right, title and interest thereto;

DEED 7927 PAGE 33

TO HAVE AND TO HOLD the premises herein granted unto
the Grantee, and its assigns forever,
IN WITNESS WHEREOF, the Grantor has duly executed this
deed the day and year first above written.

ATTEST:

William P. Harty
Town Clerk

TOWN OF OYSTER BAY
By Michael H. Veteto
Alfred J. Morris
Charles J. ...
Philip B. ...
Edward H. ...
Carl H. ...

Accepted on behalf of the United States
of America by the following named duly
authorized officials:

Clarence J. Pautke
December 18 - 1968

NORTH SHORE WETLANDS PARCEL NO. 1 AMENDED

ALL that water and land being in the Town of Oyster Bay, County of Nassau, State of New York, bounded and described as follows:

BEGINNING at a stake where the Incorporated Village of Cove Neck intersects the Incorporated Village of Laurel Hollow at Mean High Water (commonly abbreviated and to be used in the future of this description as MHW) also lying at Latitude 40 degrees 52 minutes 41 seconds", Longitude 73 degrees 29 minutes 22 seconds", (Using Polyconic Mercator Projection Map Coast and Geodetic Survey No. 224) and from said point of beginning following norther along shoreline of MHW of Cold Spring Harbor to Latitude 40 degrees 53 minutes 42 seconds", Longitude 73 degrees 29 minutes 56 seconds to a stake;

Thence into the waters of Cold Spring Harbor, North 13 degrees West 500 feet to a point;

Thence South 77 degrees West, approximately 1100 feet to a point;

Thence South 13 degrees East, 500 feet to a stake at MHW; Latitude 40 degrees 53 minutes 39 seconds", Longitude 73 degrees 30 minutes 10 seconds";

Thence westerly and southerly along MHW of Cold Spring Harbor and Oyster Bay Harbor to a stake, latitude 40 degrees 52 minutes 49 seconds", Longitude 73 degrees 30 minutes 27 seconds";

Thence through the waters at Oyster Bay, North 89 degrees West, approximately 10,200 feet to a stake in the westerly shoreline of the Village of Mill Neck at MHW of Oyster Bay Harbor, being at Latitude 40 degrees 52 minutes 51 seconds", Longitude 73 degrees 32 Minutes 30 seconds";

Thence northerly along shoreline of MHW of Oyster Bay Harbor to a Bridge, locally known as Bayville Bridge, being the entrance to a body of water known as the Mill Neck Creek;

Thence running along MHW of Mill Neck Creek westerly and southerly as it winds and turns to the northerly road bed of Cleft Road, known as Heaver Dam;

Thence westerly along the northerly edge of the road bed of Cleft Road at MHW of Mill Neck Creek and northerly as it winds and turns to a stake at an intersection point of the Village of Mill Neck with The Village of Lattintown;

Thence Northwesterly along MHW of Mill Creek or Village of Lattintown to a point in Oak Neck Creek where the Village Lines of the Village of Lattintown and the Village of Bayville intersect;

Thence easterly following the southerly line of the Village of Bayville or MHW of Oak Neck Creek and continuing easterly along the southerly line of the Village of Bayville or MHW of Mill Creek to the aforementioned Bayville Bridge;

Thence easterly along the MHW of Oyster Bay Harbor, approximately 1200 feet to a stake, Latitude 40 degrees 54 minutes 14 seconds; Longitude 73 degrees 3 minutes 41 seconds";

Thence through the waters of Oyster Bay Harbor, due South 500 feet to a point;

Thence due East 3150 feet, plus or minus to a point, Latitude 40 degrees 58 minutes 09 seconds", Longitude 73 degrees 32 minutes 00 seconds";

Thence North 29 degrees East, 3600 feet plus or minus to a stake at MHW in the westerly shoreline of Centre Island, Latitude 40 degrees 54 minutes 40 seconds, Longitude 73 degrees 31 minutes 37 seconds";

Thence southerly and easterly along MHW at Oyster Bay Harbor along Centre Island to a point of land known as Moses Point;

Thence northerly and easterly along MHW of Oyster Bay Harbor to a point; of land known as Plum Point, also being the entrance to Cold Spring Harbor;

Thence northerly along MHW of Cold Spring Harbor to a stake, Latitude 40 degrees 54 minutes 45 seconds", Longitude 73 degrees 30 minutes 55 seconds";

Thence into and through the waters of Cold Spring Harbor, North 58 degrees East, approximately 3700 feet to a point where it intersects the Town Line separating the Town of Oyster Bay from the Town of Huntington;

Thence South 32 degrees East, approximately 11,150 feet along said Town Line through waters of Cold Spring Harbor;

Thence South 6 degrees East, approximately 4500 feet along said Town Line through waters of Cold Spring Harbor;

Thence South 73 degrees West, approximately 2450 feet to a point and place of BEGINNING.

CONTAINING within said bounds 3100 acres + (NOT INSURED)

RECEIVED
TOWN CLERK
TOWN OF OYSTER BAY
1931 NOV - 5 PM 1.55

NORTH SHORE WETLANDS

PARCEL NO. 2

ALL that piece and parcel of land, and body of water, known as Mill Pond, situate, being and lying in the Hamlet of Oyster Bay, Town of Oyster Bay, County of Nassau, State of New York, bounded and described as follows:

BEGINNING at a stake, being the point formed by the intersection of the easterly line of Lake Avenue with the southerly line of Main Street, and from said point of beginning, running thence along the southerly line of Main Street, the following two courses and distances;

South 61°-56'-30" East, 304.57 feet to a stake; thence
South 53°-09'-18" East, 354.06 feet to a stake, thence along
the lines of private owners, the following seventeen courses and distances;

South 26°-27'-06" West, 22.60 feet to a stake; thence,
South 22°-28'-40" West, 30.34 feet to a stake; thence,
South 15°-28'-18" West, 55.29 feet to a stake; thence,
South 09°-30'-05" West, 44.22 feet to a stake; thence,
South 03°-27'-20" East, 29.55 feet to a stake; thence,
South 03°-40'-32" East, 57.39 feet to a stake; thence,
South 05°-08'-25" East, 48.19 feet to a stake; thence,
South 23°-44'-26" East, 27.03 feet to a stake; thence,
South 28°-23'-55" East, 66.68 feet to a stake; thence,
South 26°-37'-30" East, 49.78 feet to a stake; thence,
South 18°-55'-34" East, 50.38 feet to a stake; thence,
South 26°-28'-31" East, 90.46 feet to a stake; thence,
South 46°-33'-50" West, 726.97 feet to a stake; thence,
South 62°-05'-58" East, 24.87 feet to a stake; thence,
South 16°-06'-00" West, 264.39 feet to a stake, thence,
South 23°-41'-46" West, 35.20 feet to a stake; thence,
South 49°-36'-46" West, 67.07 feet to a stake; thence, along the
lands of the Town of Oyster Bay, the following three courses and distances;

North 70°-23'-14" West, 225.51 feet to a stake; thence,
North 24°-49'-45" East, 191.32 feet to a stake; thence,
North 61°-27'-15" West, 283.24 feet to a stake in the easterly
line of Lake Avenue, thence along the easterly line of Lake Avenue, thence
the following one course and distance;

North 27°-58'-29" East, 369.43 feet to a stake; thence along
the land of private owner the following ten courses and distances;

North 67°-40'-58" East, 157.01 feet to a stake; thence,
North 17°-49'-50" East, 30.23 feet to a stake; thence,
North 13°-45'-30" East, 50.04 feet to a stake; thence,
North 40°-43'-30" East, 57.31 feet to a stake; thence,
North 05°-45'-20" East, 50.25 feet to a stake; thence,
North 18°-49'-40" West, 48.75 feet to a stake; thence,
North 14°-59'-00" East, 21.35 feet to a stake; thence,
North 39°-47'-50" West, 27.93 feet to a stake; thence,
North 27°-37'-00" East, 8.95 feet to a stake; thence,
North 84°-57'-30" West, 40.54 feet to a stake in the easterly
line of Lake Avenue; thence the following four courses and distances along

the easterly line of Lake Avenue,

North 0°-44'-32" East, 208.69 feet to a stake; thence,
North 18°-18'-05" East, 115.63 feet to a stake; thence,
North 21°-09'-51" East, 100.34 feet to a stake; thence,
North 10°-20'-31" West, 71.08 feet to a stake; thence, along

the lands of private owner the following five courses and distances,

South 81°-23'-16" East, 7.97 feet to a stake; thence,
North 11°-39'-00" West, 30.00 feet to a stake; thence,
North 2°-33'-20" East, 100.25 feet to a stake; thence,
North 1°-59'-10" East, 50.49 feet to a stake; thence,
North 26°-13'-08" West, 10.07 feet to a stake in the easterly
line of Lake Avenue; thence North 4°-35'-55" East, 22.42 feet to point and
place of beginning.

CONTAINING within said bounds 17 ± acres

10/23/68

DEC 18 1968

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RECORDS - 1 PM 3:51

TOWN OF OYSTER BAY

TOWN OF OYSTER BAY

Dec 19 3 51 PM '68

HAROLD W. HOGGRENELL
COUNTY CLERK
OYSTER BAY COUNTY

EX. 407

to

52,922
UNITED STATES GOVERNMENT

DEED

Dated:

MARSHALL ISLANDS DISTRICT
SECTION 24
BLOCK A
LOTS 21, 59, 117
P.O. # 11771
Bay Address: 11771
P.O. # 11771

Recorded by Metropolitan Title Guaranty Co.
Return To:

Hon. JOHN S. GOTTSCHALK
DIR. of BUREAU of Sport FISHERY
AND WILDLIFE
WASHINGTON, D.C.

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DEED 9306 PAGE 100