



SUFFOLK COUNTY CLERK RECORDS OFFICE RECORDING PAGE

Type of Instrument: EASEMENT/DOP

Recorded: 04/04/2005

Number of Pages: 14

04:18:17 PM

Receipt Number: 05-0035385 TRANSFER TAX NUMBER: 04-35585

LIBER: D00012380

PAGE:

440

District:

Section:

Block:

Lot:

0600

142.00

02.00

001.001

EXAMINED AND CHARGED AS FOLLOWS

Deed Amount:

\$0.00

Received the Following Fees For Above Instrument

		Exemp	ot		Exempt
Page/Filing	\$42.00	NO	Handling	\$5.00	NO
COE	\$5.00	NO	NYS SRCHG	\$15.00	NO
TP-584	\$5.00	NO	Notation	\$0.00	NO
Cert.Copies	\$9.10	NO	RPT	\$130.00	NO
SCTM	\$0.00	МО	Transfer tax	\$0.00	NO
Comm.Pres	\$0.00	NO			
			Fees Paid	\$211.10	

TRANSFER TAX NUMBER: 04-35585

THIS PAGE IS A PART OF THE INSTRUMENT THIS IS NOT A BILL

Edward P.Romaine

County Clerk, Suffolk County

1	2	2005 Apr 0 Edward	ORDED 4 04:18:17 PM P.Romaine
Number of pages		SUFFOLI	RK OF COUNTY
TORRENS			0012380 448
Serial #		; DT# 0	4-35585
Certificate #			
· —		•	
Prior Ctf. # Deed / Mortgage Instrument	Deed / Mortgage Tax Stamp	Recording /	Filing Stamps
3	FBES		
Page / Filing Fee		Mortgage Amt.	
		1. Basic Tax	
		Sub Total	
TP-584		Spec./Assit.	
Notation		or	
EA-52 17 (County)	Sub Total	Spec. /Add.	
EA-5217 (State)		1	Dual County
R.P.T.S.A. 130	COUNT		Dual County
Comm. of Ed. <u>5. 00</u>	18	Transfer Tax	
		Mansion Tax	
Affidavit	T TO T	The property cove	ered by this mortgage
Certified Copy		or will be impro	oved by a one or to
NYS Surcharge1500	Sub Total		_ or NO
Other			oriate tax clause on
	Grand Total	page #	of this instrument.
4 Dist.		5 Community P	reservation Fun
Real Property	Attached_	Consideration An	10unt \$
Tax Service Agency		CPF Tax Due	\$
Verification			Improved
SUFFOLK COUNTY			•
Satisfactions/Discharges/Releases	ist Property Owners Mailing Address		Vacant Land
	RETURN TO:		TD
			TD
Certiman Bau Atln: Frederick	n Adler + Hyman		TD
Athi Frederick	tars		
1393 Veterans Me Soute 3015	7 7	litle Company In	formation
Hauppauge, MYI	1788 Co. Name C	hicago litle	
	Title # 3 &	02-95093	
8 Suffolk Coun	ty Recording & 1	Endorsem	ent Page
This page forms part of the atta	ched <u>Coservation</u> (SPECIFY TYPE	Easement OF INSTRUMENT)	made
Persona River Spa Club, Loc.	The premises her SUFFOLK COU	ein is situated in NTY, NEW YORK.	
C +	4	of Revente	ad
	ens Joint In the VILLAGE		ile
, ,	ED OR PRINTED IN BLACK INK ON		

Tax Maps

0200 29800 0100 001000 SOUTH MANOR	
0600 14200 0200 001001 RIVERHEAD CENTRAL SCHOOL	
- 0600 14300 - 0100 - 008001 - RIVERHEAD CENTRAL SCHOOL /₺/- 🦠	20/11
0600 14300 0100 013001 RIVERHEAD CENTRAL SCHOOL	1/10/10
0600 14300 0100 015000 RIVERHEAD CENTRAL SCHOOL	
0600 14300 0100 023000	()

~;**;**

Conservation Easement

THIS INDENTURE, made this 10 day of March, 2005

Witnesseth:

WHEREAS, Peconic River Sportsman's Club, Inc., formerly known as Babylon Rod and Gun Club, Inc., with offices at RFD 389 River Road, Manorville, New York 11949, hereinafter called the Grantor is the owner in fee simple of certain real property, hereainafter called the "Property," which has ecological, scientific, groundwater recharge, scenic, educational, recreational and aesthetic value (the "Natural Values") in its present state as a natural area which property is partly located in the Town of Brookhaven and partly located in the Town of Riverhead in the County of Suffolk, State of New York, which property is more particularly descrived as follows:

See Schedule A annexed hereto

WHEREAS, the Central Pine Barrens Joint Planning and Policy Commission (the "Commission"), with offices at P.O. Box 587, 3525 Sunrise Highway, 2nd Floor, Great River, New York 11739-0587, was created pursuant to the Long Island Pine Barrens Protection Act of 1993 (the "Act") codified in New York Environmental Conservation Law Article 57 ("Article 57"), is hereinafter described as the "Grantee;" and

WHEREAS, the Central Pine Barrens is a 100,000 acre area within the central and eastern portions of New York's Suffolk County which includes parts of the towns of Brookhaven, Riverhead and Southampton, and which is divided into two areas, the Core Preservation Area (the "Core") and the Compatible Growth Area (the "CGA"), as delineated in Article 57; and

WHEREAS, the Commission adopted the Central Pine Barrens Comprehensive Land Use Plan (the "Plan") which is designed to protect, preserve and enhance the functional integrity of the Pine Barrens ecosystem and its significant natural resources, including plant and animal populations and communities to protect the quality of surface water and groundwater, discourage piecemeal and scattered development, promote recreational and environmental educational uses that are consistent with the Plan, to accommodate development in a manner consistent with the long term integrity of the Pine Barrens ecosystem, and to ensure that the pattern of development is compact, orderly and efficient; and

WHEREAS, the Plan's goals for the Core include protecting and preserving the ecologic and hydrologic functions of the Central Pine Barrens by preserving the Central Pine Barrens area in its natural state, promoting compatible agricultural, horticultural and open space and certain recreational uses within the framework of maintaining a Pine Barrens environment and minimizing the impact of such activities thereon, prohibiting or redirecting new construction or development, accommodating specific Pine Barrens management practices, and protecting and preserving the

quality of surface and groundwaters; and

WHEREAS, this grant of Conservation Easement is made pursuant to Environmental Conservation Law ("ECL"), Title 3, Article 49 or its similar successor statute, and this Conservation Easement is intended to comply with said statute; and

WHEREAS, Grantor and Grantee recognize the ecological, scientific, groundwater recharge, scenic, educational, recreational and aesthetic value of the Property and have the common purpose of conserving the Natural Values of the Property by the conveyance to the Grantee of a Conservation Easement on, over and across the Property which shall conserve the Natural Values of the Property and advance the goals of the Commission pursuant to the Act and the Plan;

NOW, THEREFORE, Grantor, for and in consideration of the facts above and hereinafter recited including, but not limited to, entitlement to receipt of the Pine Barrens Credits pursuant to Grantor's Letters of Interpretation dated February 7, 2005 in the amount of 7.99 Brookhaven and 9.26 Riverhead Pine Barrens Credits 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 Property consisting of the following:

- 1. The right of visual access to and view of the Property in its natural, scenic and open condition.
- 2. The Grantor's forbearance from taking any of those actions constituting development pursuant to ECL Section 57-0107(13), and the Grantor's forbearance from operations or uses pursuant to ECL Section 57-0107(13)(i-xiv) unless such operations or uses are otherwise expressly reserved herein.
- 3. a. The right of the Grantee, its respective agents, employees or other representatives, to enforce this Conservation Easement in an action at law or in equity or both.
 - b. The right of the State of New York, the County of Suffolk, the Township in which the Property is situated or their respective agents, employees or other representatives, exercising a third party enforcement right, to enforce this Conservation Easement in an action at law or in equity or both.

Enforcement pursuant to (a) and (b) hereinabove shall not be defeated because of any subsequent adverse possession, laches, estoppel or waiver. Grantee or any party with a third party enforcement right or their respective agents, employees or other representatives shall be permitted access, if necessary, to cross other lands retained by the Grantor, and to enter upon the Property at all reasonable times but

solely for the purpose of inspection in order to enforce and assure compliance with the terms and conditions herein contained. Grantee, its agents, employees or other representatives, agree to give Grantor reasonable advance notice of its intention to enter and inspect the Property, and further such entrance and inspection shall be in a reasonable manner and at reasonable times. Furthermore, Grantor shall provide any third party with enforcement rights, or its agents, representatives or employees, access to cross other lands retained by Grantor, and permission to enter upon the Property, upon receipt of advance notice of such third party's intention to enter and inspect. Such entrance and inspection shall be in a reasonable manner and at reasonable times and accompanied by a representative of the Grantor.

Covenants

In furtherance of the foregoing affirmative rights, the Grantor makes the following covenants, on behalf of himself, his successors, heirs and assigns, lessees, personal representatives and other successors in interest, which covenants shall run with and bind the Property in perpetuity:

- 1. There shall be no alteration of vegetation or change in topography, no development as defined by ECL Section 57-0107(13) and no operations or uses not constituting development pursuant to ECL Section 57-0107(13)(i-xiv), unless otherwise expressly reserved herein.
- 2. There shall be no storing, dumping, discharging or placing of any substance in or on the Property in contravention of any applicable federal, state or local law or ordinance.

Reserved Rights

NEVERTHELESS, and notwithstanding any of the foregoing provisions to the contrary and as expressly limited herein, the Grantor reserves for himself, his heirs, successors and assigns the following reserved rights in addition to all those rights previously retained, reserved and defined herein, which may be exercised without written notice to the Grantee.

- 1. The right of exclusive possession of the Property.
- 2. The right to use the Property for passive recreational activities such as, but not limited to, hunting, fishing, camping, and hiking so long as such activities conform to local zoning regulations and do not constitute development as defined in ECL Section 57-0107(13) and do not involve the material alteration of vegetation.

- 3. The right to use the Property for any existing, expanded, or new activity involving agriculture or horticulture, the erection of agricultural buildings, required for the production of plants or animals, including but not limited to barns, greenhouses, farm stands and bird pens, provided such activities are within a cleared area as shown on the aerial photograph taken by AeroGraphics Corp. dated March 7, 2000 and depicted as such on the survey by Young and Young entitled "Map of Property Peconic River Sportsman Club, Inc.," dated December 12, 2003 and further provided such activities do not have the potential to generate sanitary waste. The continued use of the property as a shooting ground as reflected under ECL Section 57-0107(14) provided such activity does not involve material alteration of native vegetation.
- 4. The right to use and maintain, by mowing or cutting, the existing fields including maintaining the existing cleared areas used for hunting game birds and shooting clay targets and to maintain and replace in kind (without increasing the foot print or generating any additional sanitary waste) existing buildings and equipment. The areas that may be maintained are the areas which are cleared as shown on the aerial photograph taken by AeroGraphics Corp. dated March 7, 2000 and depicted as such on the survey by Young and Young entitled "Map of Property Peconic River Sportsman Club, Inc.," dated December 12, 2003.
- 5. The right to use the Property for operations or uses described in ECL Section 57-0107(13) (i, ii and vi), or environmental restoration projects commenced by the Grantor or his heirs, successors or assigns upon approval of any applicable Federal, State or local agency, or any activity authorized under the federal natural gas act (15 U.S.C. Sections 717-717w), as same may be amended from time to time.
- 6. The right to sell, give or otherwise convey the Property or, consistent with the Covenants herein, any portion or portions of the Property, subject to the terms of this Conservation Easement. The Grantor, upon the sale, gift or other conveyance of his fee interest in the Property, shall have no further obligations or liabilities under this Conservation Easement. Grantor shall promptly notify Grantee of any conveyance of any interest in the Property, including the full names and mailing addresses of all Grantees, and the individual principals thereof, under any such conveyance. The instrument of any such conveyance shall specifically set forth that the interest thereby conveyed is subject to this Conservation Easement, without modification or amendment of the terms of this Conservation Easement, and shall incorporate this Conservation Easement by reference, specifically setting forth the date, office, liber and page of the recording thereof. The failure of any such instrument to comply with the provisions hereof shall not affect Grantee's rights hereunder.

Rights of the Public

Nothing contained in this Conservation Easement shall give or grant to the public a right to enter upon or to use the Property or any portion thereof where no such right existed in the public immediately prior to the execution of this Conservation Easement except as may be granted by the Grantor herein or his successors.

Miscellaneous

- 1. The parties hereto understand and agree that all the terms and provisions of ECL, Title 3, Article 49, as the same may be hereafter amended, entitled Conservation Easements, shall apply to this Conservation Easement.
- 2. This Conservation Easement contains the entire understanding between its parties concerning its subject matter. Any prior agreement between the parties concerning its subject matter shall be merged into this Conservation Easement and superseded by it.
- 3. Any provision of this Conservation Easement restricting Grantor's activities, which is determined to be invalid or unenforceable by a court, shall not be rendered a nullity. Instead, that provision shall be reduced or limited to whatever extent that the court determines will make it enforceable and effective. Any other provision of this Conservation Easement which is determined to be invalid or unenforceable by a court shall be severed from the other provisions, which shall remain enforceable and effective.
- 4. Regardless of any contrary rule of construction, no provision or alleged ambiguity of this Conservation Easement shall be construed in favor of one of the parties because it was drafted by the other party's attorney. If any provision of this Conservation Easement is ambiguous or shall be subject to two or more interpretations, one of which would render that provision invalid, then that provision shall be given such interpretation as would render it valid and consistent with the purposes of this Conservation Easement as intended by Grantor. Any rule of strict construction designed to limit the breadth of the restrictions on use of the Property shall not apply in the construction or interpretation of this Conservation Easement, and, this Conservation Easement shall be interpreted broadly to effect the purposes of this Conservation Easement as intended by Grantor. The parties intend that this Conservation Easement, which is by nature and character primarily negative in that Grantor has restricted and limited Grantor's right to use the Property, except as otherwise recited herein, be construed at all times and by all parties to effectuate its purposes.
- 5. This Conservation Easement can be terminated only in accordance with the law of the State of New York applicable to the termination of easements and covenants running with

the land. This Conservation Easement may be modified only upon the written consent of both Grantor and Grantee, or their successors, heirs, representatives or assigns. Grantor and Grantee recognize that circumstances could arise which would justify the modification of certain of the restrictions contained herein. To this end, Grantee and Grantor shall mutually have the right, in their sole discretion, to agree to amendments to this Conservation Easement which are not inconsistent with the basic purpose of this Conservation Easement, provided, however, that the Grantee shall have no right or power to agree to any amendments hereto that would result in this Conservation Easement failing to qualify as a valid conservation easement under ECL, Title 3, Article 49 as the same may be hereafter amended.

- 6. The Grantor agrees that the terms, conditions, restrictions and purposes of this Conservation Easement shall continue as a servitude running in perpetuity with the Property and will be incorporated by reference in any subsequent deed or other legal instrument by which the Grantor divests himself of either the fee simple title to or its possessory interest in the Property or any portion thereof specifically setting forth the date, and the liber and page of the Suffolk County Clerk's records of the recording hereof.
- Any notices required in this Conservation Easement shall be written. Notices shall be given either by manual delivery or by mailing in a mail receptacle maintained by the United States Postal Service. Mailed notices must be contained in an accurately addressed, sealed envelope, marked for delivery by first class registered or certified mail, with sufficient prepaid postage affixed and with return receipt requested. Mailed notice to the Grantor shall be addressed to Grantor's address as recited herein or to any such other address as the Grantee shall be addressed to Grantee's address as recited herein or to any such other address as the Grantee may designate by notice in accordance with this section.
- 8. It is understood and agreed by the Parties hereto that the Grantor, its successors, heirs and assigns, shall not be liable for any changes to the Property caused by any natural disaster or Act of God. Grantor reserves the right to restore the Property to substantially same condition as existed before the occurrence of such natural disaster or Act of God, but in restoring the Property, Grantor, shall not be permitted to restore the Property in a manner that has the potential to increase the sanitary waste generated by the improvements on the Property or materially alter the vegetation of the Property. Prior to commencing any restoration effort, Grantor shall submit a restoration plan to the Commission for its review and approval.
- 9. The Grantor and Grantor's lessees, representatives, successors, heirs and assigns, shall not apply to the Commission or the Pine Barrens Credit Clearinghouse for a hardship, other permit or Pine Barrens Credits under the Plan or under ECL Article 57 pertaining to the "Schedule A" premises. Notwithstanding the foregoing, the Grantor shall have the right to construct a pump house pursuant to a resolution passed by the Commission on August

19, 2004, a copy of which is annexed hereto and made a part hereof.

- 10. The Grantor does further covenant and represent that the Grantor is seized of the Property in fee simple and has good right to grant and convey the aforesaid Conservation Easement, that the Property is free and clear of any and all encumbrances, other than those of record, and that the Grantee shall have the use of, and enjoy all of the benefits derived from and arising out of, the aforesaid Conservation Easement.
- The parties hereto recognize and agree that the benefits of this Conservation Easement are 11. in gross and assignable, and the Grantee hereby covenants and agrees that any transferee or assignee will be an organization or public body qualified to hold a Conservation Easement pursuant to ECL, Title 3, Article 49, as the same may be hereafter amended, and the regulations promulgated thereunder.
- 12. All references to statutory provisions of Article 57 shall be as such provisions were in effect on the date of execution of this Conservation Easement.

IN WITNESS WHEREOF, Grantor has executed and delivered and Grantee has accepted and received this Grant of Conservation Easement on the day and year set forth above.

GRANTOR:

GRANTEE:

Peconic River Sportsman Club, Inc.

Central Pine Barrens Joint Planning and Policy

Commission

Name: John Hall

Title: President

Name:

Title:

Name: Darius Perry

Title: Secretary

ACKNOWLEDGMENTS

STATE OF NEW YORK) COUNTY OF SUFFOLK) ss.:	STATE OF New York)		
·	COUNTY OF Suffolic) ss.:		
On the 23 day of Februarin the year 2004,	On the /Othday of March in the year 2004,		
before me, the undersigned, a notary public in and	before me, the undersigned, a notary public in and		
for said state, personally appeared JOHN HALL	for said state, personally appeared Peter A Seudi		
personally known to me or proved to me on the basis	personally known to me or proved to me on the basis		
of satisfactory evidence to be the individual(s) whose	of satisfactory evidence to be the individual(s) whose		
name(s) is (are) subscribed to the within instrument	name(s) is (are) subscribed to the within instrument		
and acknowledged to me that he/she/they executed	and acknowledged to me that he/she/they executed		
the same in his/her/their capacity(ies), and that by	the same in his/her/their capacity(ies), and that by		
his/her/their signature(s) on the instrument, the	his/her/their signature(s) on the instrument, the		
individual(s) or the person upon behalf of which the	individual(s) or the person upon behalf of which the		
individual(s) acted, executed the instrument.	individual(s) acted, executed the instrument.		
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That is the	Claim Lessand		
Notary Public PATRICIA A. PISELLI	Notary Public		
NOTARY PUBLIC, State of New York	ELAINE LISSAUER		
No. 4840100	Notary Public, State of New York No. 01115021405		
Qualified in Nessau County	Sualified in Suffolk County		
Commission Expires Feb. 28, 15-2006	Symmetrics Expires Dec. 13, 2005		
STATE OF <u>NEW YORK</u>) COUNTY OF <u>SUFFOLK</u>) ss.: On the <u>A3''</u> day of <u>Felk</u> in the year 2004, 5	STATE OF		
before me, the undersigned, a notary public in and	before me, the undersigned Notary Public, personally		
for said state, personally appeared DARIUS PERRY			
personally known to me or proved to me on the basis	known to me or proved to me on the basis of		
of satisfactory evidence to be the ir dividual(s) whose	satisfactory evidence to be the individual(s) whose		
name(s) is (are) subscribed to the within instrument	name(s) is (are) subscribed in the within instrument		
and acknowledged to me that he/she/they executed	and acknowledged to me that he/she/they executed		
the same in his/her/their capacity(ies), and that by	the same in his/her/their capacity(ies), that by		
his/her/their signature(s) on the instrument, the	his/her/their signature(s) on the instrument, the		
individual(s) or the person upon behalf of which the	individual(s), or the person upon behalf of which the		
individual(s) acted, executed the instrument	individual(s) acted, executed the instrument, and		
	that such individual made such appearance before		
7-1 · · (-P 0)	the undersigned in the		
Mireda (1. Jelle:	the undersigned in the		
Notary Public	(Insert city or other political subdivision and the		
	state or country or other place the acknowledgment		
PATRICIA A. PISEU.	was taken).		
NOTARY PUBLIC, State of New York			
No. 4840100			
Qualified in Nassau County			
Commission Expires Feb. 28, 15406	Notary Public		
	a versary a divide		

CHICAGO TITLE INSURANCE COMPANY

LEGAL DESCRIPTION (Continued)

Title Number: 3802-95093

SOUTHERLY SIDE OF RIVER ROAD, THE POINT OR PLACE OF BEGINNING;

FOR INFORMATION ONLY:

DISTRICT 0200 SECTION 298.00 BLOCK 01.00 LOT 001.000 DISTRICT 0600 SECTION 143.00 BLOCK 01.00 LOT 008.001

DISTRICT 0600 SECTION 143.00 BLOCK 01.00 PART OF LOT 013.001

DISTRICT 0600 SECTION 143.00 BLOCK 01.00 LOT 015.000 DISTRICT 0600 SECTION 142.00 BLOCK 02.00 LOT 001.001

STATE OF NEW YORK COUNTY OF SUFFOLK

SS:

I, EDWARD P. ROMAINE, CLERK OF THE COUNTY OF SUFFOLK AND CLERK OF THE SUPREME COURT OF THE STATE OF NEW YORK IN AND FOR SAID COUNTY (SAID COURT BEING A COURT OF RECORD) DO HEREBY CERTIFY THAT I HAVE COMPARED THE ANNEXED COPY OF DEED LIBER 12380 AT PAGE 440 RECORDED 04/04/2005 AND THAT IT IS A JUST AND TRUE COPY OF SUCH ORIGINAL EASEMENT AND OF THE WHOLE THEREOF.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE SEAL OF SAID COUNTY AND COURT THIS HAND DAY OF APRIL 2005

CLERK

CHICAGO TITLE INSURANCE COMPANY

Schedule A LEGAL DESCRIPTION

Title Number: 3802-95093

ALL THAT CERTAIN PLOT, PIECE, OR PARCEL OF LAND, SITUATE, LYING, AND BEING AT MANORVILLE, IN THE TOWNS OF BROOKHAVEN AND RIVERHEAD, COUNTY OF SUFFOLK, STATE OF NEW YORK BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHERLY SIDE OF RIVER ROAD AND THE WESTERLY SIDE OF CONNECTICUT AVENUE;

RUNNING THENCE FROM SAID POINT OR PLACE OF BEGINNING SOUTH 13 DEGREES 43 MINUTES 02 SECONDS EAST 970.00 FEET ALONG THE WESTERLY SIDE OF CONNECTICUT AVENUE;

RUNNING THENCE SOUTH 76 DEGREES 16 MINUTES 58 SECONDS WEST 100.00 FEET;

RUNNING THENCE SOUTH 13 DEGREES 43 MINUTES 02 SECONDS EAST 225.00 FEET;

RUNNING THENCE NORTH 76 DEGREES 16 MINUTES 58 SECONDS EAST 100.00 FEET TO A POINT IN THE WESTERLY SIDE OF CONNECTICUT AVENUE;

RUNNING THENCE SOUTH 13 DEGREES 43 MINUTES 02 SECONDS EAST 138.12 FEET ALONG THE WESTERLY SIDE OF CONNECTICUT AVENUE;

RUNNING THENCE SOUTH 11 DEGREES 04 MINUTES 12 SECONDS EAST 258.39 FEET ALONG THE WESTERLY SIDE OF CONNECTICUT AVENUE;

RUNNING THENCE SOUTH 6 DEGREES 10 MINUTES 52 SECONDS EAST 1,638.49 FEET ALONG THE WESTERLY SIDE OF CONNECTICUT AVENUE;

RUNNING THENCE SOUTH 6 DEGREES 23 MINUTES 12 SECONDS EAST 1,006.80 FEET ALONG THE WESTERLY SIDE OF CONNECTICUT AVENUE TO A POINT ON THE WESTERLY SIDE OF CONNECTICUT AVENUE;

RUNNING THENCE NORTH 53 DEGREES 21 MINUTES 39 SECONDS WEST 3,670.63 FEET;

RUNNING THENCE NORTH 21 DEGREES 51 MINUTES 34 SECONDS EAST 234.75 FEET ALONG A STEEL MESH FENCE BOUNDING PROPERTY NOW OR FORMERLY OF RICHARD D. HERSTONE AND JEAN SCHULMAN, FORMERLY OWNED BY ALLIENE S.D. JOHNSON;

RUNNING THENCE NORTH 59 DEGREES 14 MINUTES 04 SECONDS EAST 1,809.44 FEET;

RUNNING THENCE NORTH 28 DEGREES 27 MINUTES 20 SECONDS WEST 496.17 FEET;

RUNNING THENCE NORTH 2 DEGREES 17 MINUTES 30 SECONDS WEST 430.46 FEET TO A POINT ON THE SOUTHERLY SIDE OF RIVER ROAD;

RUNNING THENCE SOUTH 89 DEGREES 26 MINUTES 30 SECONDS EAST 124.78 FEET ALONG THE SOUTHERLY SIDE OF RIVER ROAD;

RUNNING THENCE NORTH 89 DEGREES 17 MINUTES 20 SECONDS EAST 510.86 FEET ALONG THE SOUTHERLY SIDE OF RIVER ROAD;

RUNNING THENCE SOUTH 84 DEGREES 10 MINUTES 20 SECONDS EAST 268.42 FEET ALONG THE

Number: 0200-00500 Date Issued: April 15, 200

Pine Barrens Credit Certificate

Issued Pursuant to the Long Island Pine Barrens Protection Act and the Central Pine Barrens Comprehensive Land Use Plan

This certifies that Peconic River Sportsman's Club hereby owns:

7.99 Pine Barrens Credits

increase as provided in the Central Pine Barrens Comprehensive Land This certificate entitles the owner to a land use density or intensity Use Plan and pursuant to local ordinances.

Vice-Chairman, Pine Barrens Credit Clearinghouse