

RECEIVED

SEP 30 2021

Central Pine Barrens Joint
Planning & Policy Commission

SUFFOLK COUNTY CLERK
RECORDS OFFICE
RECORDING PAGE

Type of Instrument: EASEMENT
Number of Pages: 20
Receipt Number : 21-0159070
TRANSFER TAX NUMBER: 21-03823

Recorded: 09/08/2021
At: 10:50:48 AM
LIBER: D00013119
PAGE: 005

District: 0200 Section: 460.00 Block: 01.00 Lot: 005.000

EXAMINED AND CHARGED AS FOLLOWS
Deed Amount: \$0.00

Received the Following Fees For Above Instrument

		Exempt			Exempt
Page/Filing	\$0.00	YES	Handling	\$0.00	YES
COE	\$0.00	YES	NYS SRCHG	\$0.00	YES
TP-584	\$0.00	YES	Notation	\$0.00	YES
Cert.Copies	\$0.00	YES	RPT	\$0.00	YES
Transfer tax	\$0.00	YES			
			Fees Paid	\$0.00	

TRANSFER TAX NUMBER: 21-03823

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

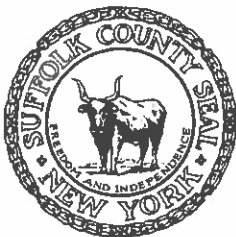
JUDITH A. PASCALE
County Clerk, Suffolk County

Number of pages 20
TORRENS
 Serial # _____
 Certificate # _____
 Prior Ctf. # _____

RECORDED
 2021 Sep 08 10:50:48 AM
 JUDITH A. PASCALE
 CLERK OF
 SUFFOLK COUNTY
 L 000013119
 P 005
 DT# 21-03823

Deed / Mortgage Instrument	Deed / Mortgage Tax Stamp	Recording / Filing Stamps
----------------------------	---------------------------	---------------------------

3		FEES	
Page / Filing Fee	_____	Mortgage Amt.	_____
Handling	<u>5.00</u>	1. Basic Tax	_____
TP-584	_____	2. Additional Tax	_____
Notation	_____	Sub Total	_____
EA-5217 (County)	_____	Spec. / Assit.	_____
EA-5217 (State)	_____	or	_____
R.P.T.S.A.	<u>200.00</u>	Spec. / Add.	_____
Comm. of Ed.	<u>5.00</u>	TOT. MTG. TAX	_____
Affidavit	_____	Dual Town _____ Dual County _____	_____
Certified Copy	_____	Held for Appointment _____	_____
Reg. Copy	_____	Transfer Tax	_____
Other	_____	Mansion Tax	_____
	Sub Total _____	The property covered by this mortgage is or will be improved by a one or two family dwelling only.	
	Grand Total <u>Exempt gw</u>	YES _____ or NO _____	
		If NO, see appropriate tax clause on page # _____ of this instrument.	



4	District 0200	Section 46000	Block 0100	Lot 005000	5	Community Preservation Fund
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Real Property Tax Service Agency Verification	4621505	0200 46000 0100 005000	Consideration Amount \$ _____
			CPF Tax Due \$ _____
			Improved _____
			Vacant Land _____
			TD _____
			TD _____
			TD _____

6	Satisfaction/Discharges/Release List Property Owners Mailing Address RECORD & RETURN TO: Central Pine Barrens Joint Planning and Policy Commission 624 Old Riverhead Road, Westhampton Beach, NY 11978
7	Title Company Information
	Co. Name _____
	Title # _____

8 Suffolk County Recording & Endorsement Page

This page forms part of the attached Conservation Easement made by:
 (SPECIFY TYPE OF INSTRUMENT)

Equine Facility, LLC The premises herein is situated in
 _____ SUFFOLK COUNTY, NEW YORK.

TO In the Township of Brookhaven

Central Pine Barrens Joint Planning and Policy Commission In the VILLAGE
 _____ or HAMLET of _____

Conservation Easement

THIS INDENTURE is made this 3rd day of September, 2021.

Witnesseth:

WHEREAS, Equine Facility, LLC, with offices at 197 North Street, Manorville, New York 11949, (hereinafter called the “Grantor”) owns certain real property, hereinafter called the “Property,” which has ecological, scientific, groundwater recharge, scenic, educational, recreational and aesthetic value (the “Conservation Values”); and

WHEREAS, the Property is described on Schedule A annexed hereto and made a part hereof; and

WHEREAS, the Central Pine Barrens Joint Planning and Policy Commission (the “Commission” or the “Grantee”), with offices at 624 Old Riverhead Road, Westhampton Beach, New York 11978, was created pursuant to the Long Island Pine Barrens Protection Act of 1993, as amended, (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 105,000 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 Conservation Values of the Property by the conveyance to the Grantee of a Conservation Easement on, over and across the Property which shall conserve the Conservation 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 Letter of Interpretation issued on August 23, 2021 in the total amount of 4.48 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 current 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-xv) 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.
 - c. The right of the Grantee, its respective agents, employees or other representatives to install, maintain, repair, and replace, or any combination of thereof all at Grantee’s own cost and expense, conservation easement signs in a form substantially similar to those depicted in Exhibit A in the general locations shown on Exhibit A, including the right to cross over the Property at reasonable times and upon reasonable notice to effect this right.

Enforcement pursuant to (a) and (b) herein above 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.

Covenants

In furtherance of the foregoing affirmative rights, the Grantor makes the following covenants, on behalf of itself, its successors, 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 division of the Property.
2. There shall be no operations or uses constituting development pursuant ECL Section 57-0107 of, on, or in the Property, unless otherwise expressly reserved in this Easement.
3. There shall be no operations or uses not constituting development pursuant to ECL Section 57-0107 of, on, or in the Property, unless otherwise expressly reserved in this Easement.
4. There shall be no alteration of the vegetation on the Property within the areas labeled "Wooded Area" which exist, as of the date first written above, as shown on the survey of the Property prepared by Francis X. Karl, LS., last dated August 14, 2021, (the "Survey"), Property reports, and inventories, or any combination of the three maintained by Grantee in its records.
5. There shall be no alteration or expansion of any structure, as that term is defined by the Town of Brookhaven Code (collectively hereinafter "Structure"), existing as of the date first written above and shown on the Survey and further described in Exhibit B attached hereto and made a part hereof, unless otherwise expressly reserved in this Easement.

6. There shall be no increase in the Property's design sewage flow rate as calculated on the date first written above and as defined by the Suffolk County Department of Health Services, (hereinafter "Design Sewage Flow") which consists of 2,985 gallons per day of sanitary flow.
7. 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, ordinance, rule, or regulation, or any combination of the same.
8. No item of any kind or description shall be placed or stored in the areas labeled as Wooded Area on the Survey without receiving the prior written approval of the Commission and all other applicable Federal, State, and local agencies with jurisdiction of the proposed activity. Absent a required approval, Grantor may not place or store the item.
9. A "post and wire" and "post and 1" x 4"" fence or any combination of the two, shall be perpetually maintained, repaired and/or replaced by Grantor and its successors, at its own cost and expense, in the locations shown on Exhibit C.

Reserved Rights

NEVERTHELESS, and notwithstanding any of the foregoing provisions to the contrary and as expressly limited herein, the Grantor reserves for itself, its 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 except as noted below.

1. The right of exclusive possession of the Property.
2. The right to use the Property for active and passive recreational activities provided the activities conform to federal, state, and local laws, ordinances, rules, regulations and this Easement and do not constitute development as defined in ECL Section 57-0107(13).
3. The right to use the Property for environmental restoration projects commenced by the Grantor or its successors or assigns upon the prior written approval of the Commission, and applicable Federal, State, and local agencies with jurisdiction of the proposed activity. Absent a required approval, Grantor may not undertake the proposed restoration project.
4. The Property is in the Town of Brookhaven's HF Horse Farm Residence District. The Town Code defines a Horse Farm as an "establishment principally used for the showing, breeding, boarding, renting, or training of horses." Grantor may continue to use the Property or any Structure thereon as the same is used as of the

date first written above. Any use of the Property or the Structures thereon may not contravene the terms of this Easement and must conform with all applicable law, ordinances, rules and regulations. Notwithstanding, anything to the contrary, Grantor shall not change the use of the Property or any Structure thereon, without giving the Commission thirty (30) days advanced written notice and receiving the Commission's written approval of the same. The Commission must approve a proposed change in use. Absent a required approval, Grantor may not make the proposed change in use.

5. The right to maintain, modify, repair, or replace an existing Structure on the Property provided such maintenance, modification, repair, or replacement does not increase the size of the Structure in any manner, including a Structure's height, area, volume, allow an increase in the Property's Design Sewage Flow, or relocate the footprint of the Structure. Notwithstanding, anything to the contrary, Grantor shall not modify, repair or replace any Structure, without receiving the prior written approval of the Commission and all other applicable Federal, State, and local agencies with jurisdiction of the proposed activity. Absent a required approval, Grantor may not undertake such use before the change in use may occur. The Commission may not unreasonably deny, withhold, or condition its approval.
6. Grantor may undertake minor or routine maintenance activities on an existing Structure without Commission approval. Minor or routine maintenance activities are defined to be activities that are permitted under the Town of Brookhaven Code and that do not require the issuance of a Town of Brookhaven Building Permit before commencement. Minor or routine maintenance activities do not include constructing a new Structure. If a proposed activity requires the issuance of a Brookhaven Building Permit before it may be undertaken, it is not a minor or routine maintenance activity and may not be undertaken unless otherwise authorized expressly reserved in this Easement.
7. The right to sell, give or otherwise convey the Property or, consistent with the Covenants herein, subject to the terms of 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 their 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 itself 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.
7. 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 Grantor may designate by notice in accordance with this section. Mailed notice to 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, and assigns, shall not be liable for any changes to the Property caused by any natural disaster or Act of God.
9. 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.
10. The parties hereto recognize and agree that the benefits of this Conservation Easement are 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.

11. 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.
12. This grant is made in the regular course of business actually conducted by the Grantor and upon the consent of all its stockholders.

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.

Equine Facility, LLC

Central Pine Barrens Joint Planning and Policy Commission


By: _____

By: 
Judith Jakobsen, Executive Director


Carolyn Jolly
Name
Member
Title

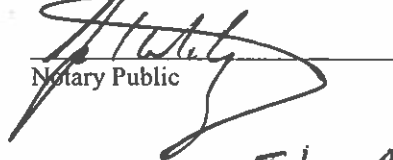
STATE OF New York)
COUNTY OF Suffolk) ss.:

STATE OF NEW YORK)
COUNTY OF SUFFOLK) ss.:

On the 26 day of August in the year 2021 before me, the undersigned, a notary public in and for said state, personally appeared Carolyn Jolly 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, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

On the 3rd day of September in the year 2021 before me, the undersigned, a notary public in and for said state, personally appeared Judith Jakobsen, 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 executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


Notary Public


Notary Public

PETER D. BARON
Notary Public, State of New York
No. 02BA5035949
Qualified in Nassau County
Commission Expires 11/14/2022

John C. Milazzo
State of New York
#02MI6129938
Suffolk County
Comm exp. 7-5-25

Schedule A

ALL that certain plot, piece or parcel of land, situate, lying and being at Manorville, in the Town of Brookhaven, County of Suffolk and State of New York and more particularly bounded and described as follows:

BEGINNING at a point on the Northerly side of North Street, where the Westerly line of Map of Manorhurst filed in the Suffolk County Clerk's Office on April 9, 1907 as Map No. 287 and the Easterly line of premises herein after described intersects same; said point being distant 806.74 feet Southwesterly as measured along the Northerly side of North Street from its intersection with the Westerly side of Schultz Road;

RUNNING THENCE from said point of beginning along the Northerly side of North Street the following three courses and distances;

- 1) South 51 degrees 56 minutes 50 seconds West, 19.43 feet;
- 2) South 63 degrees 56 minutes West, 216.37 feet;
- 3) South 30 degrees 46 minutes 00 seconds West, 46.04 feet to land now or formerly of County of Suffolk;

RUNNING THENCE along the land now or formerly of County of Suffolk the following seven courses and distances:

- 1) South 87 degrees 01 minutes 30 seconds West, 695.55 feet;
- 2) North 05 degrees 57 minutes 00 seconds West, 522.58 feet;
- 3) North 05 degrees 57 minutes 30 seconds West, 223.66 feet;
- 4) North 05 degrees 31 minutes 30 seconds West, 493.47 feet;
- 5) North 04 degrees 21 minutes 40 seconds West, 172.11 feet;
- 6) North 06 degrees 13 minutes West, 165.81 feet; and
- 7) North 83 degrees 55 minutes 30 seconds East 939.71 feet to the Westerly line of aforementioned Map of Manorhurst;

RUNNING THENCE along said Westerly line of the following two courses and distances:

- 1) South 05 degrees 41 minutes 36 seconds East, 749.74 feet; and
- 2) South 05 degrees 42 minutes 01 seconds East, 744.98 feet to the new Northerly side of North Street and the point or place of BEGINNING.

Together with all right, title and interest, if any, of the Grantor in and to any streets and road abutting the above described to the center lines thereof.

Said parcel being and intended to be the same as described in the deed into Grantor dated December 9, 2004 recorded December 22, 2004 in Liber 12361 Page 915 in the Office of the Clerk of the County of Suffolk.

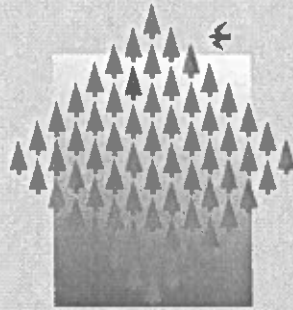


Exhibit A

Central Pine Barrens Joint Planning and Policy Commission

Conservation Easement Sign Specifications

Conservation Easement Property



**CENTRAL
PINE
BARRENS**

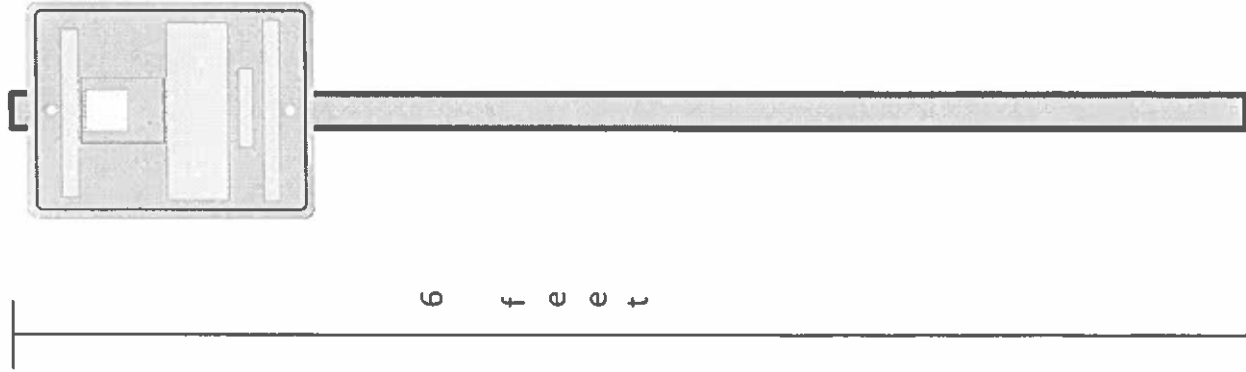
**JOINT
PLANNING
&
POLICY
COMMISSION**

**Property protected by
Central Pine Barrens
Joint Planning and Policy Commission
Conservation Easement and Article 57 of the
New York State Environmental Conservation Law**

Uses Restricted

For more information, please contact our office at (631) 288-1079 or at
info@pb.state.ny.us or visit our website at <https://pb.state.ny.us>

Front View



Side View



Mounting and Installation Directions:

Sign post driven to depth of 2' to 3' into ground.

Sign attached to post with 1 ¼" to 1 ½" long galvanized hexagonal head bolts, 3/8" diameter or less, and washers and nuts with top of sign no less 1 ¾" below top of post. Bolt head on front of sign with nut on back of sign.

Sign Specification: 9" x 12" white polyethylene, .110 gauge base with ½ inch radius rounded corners, top and bottom mounting holes 3/8" diameter, 1 inch from top

Sign Post Specification: 1.12# x 6' (1.2 pounds per linear foot x 6-foot-long) Galvanized Delineator Steel Post

Spacing Between Signs: Determined in the field based on existing field conditions.



**Equine Facility LLC
200-460-1-5**

Legend

 **PB Signs locations**

0 55 110 220 330 440 Feet



North St



Central Pine Barrens Conservation Easement Signs Location Map

Note: For general reference only



Exhibit B

Equine Facility, North Street, Manorville, August 23, 2021

property structures baseline inventory

Survey prepared by Francis X . Karl, L.S., revised on August 14, 2021, shows all structures listed:

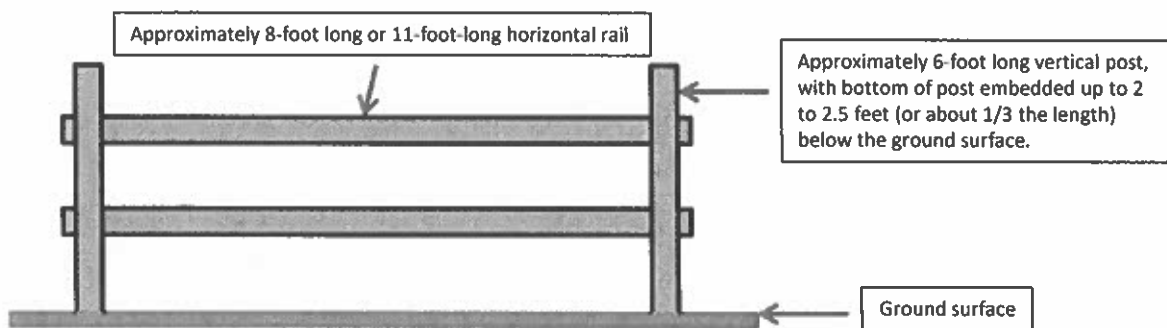
Structure on Property	Dimensions	Existing Use(s)	Number of Bathrooms	Density Load per SCDHS Table 1	Total Calculated Load (gpd)
Stable with 48 stalls and 2 tack sheds	11,250 sf	equestrian	1	0.04 gpd/sf	450
Tack shed #1	15.5'x8.1'	equestrian	0		
Tack shed #2	16.1'x8.2'	equestrian	0		
48 stalls		equestrian	0	10 gpd/stall	480
Stable with 31 stalls and 1 tack shed	8,500 sf	equestrian	1	0.04 gpd/sf	340
Tack shed	8.2'x6.2'	equestrian	0		
31 stalls		equestrian	0	10 gpd/stall	310
Frame trailer	20.7'x8.1'	storage	0		
House trailer #1	462 sf	residence	1	150 gpd/unit	150
House trailer #2 with attached deck	540 sf	residence	1	150 gpd/unit	150
Deck	20.1'x12.1'	residence	0		
Shed	14'x10'	storage	0		
House trailer #3	482 sf	residence	1	150 gpd/unit	150
House trailer #4 with attached deck and shed	617 sf	residence	1	225 gpd/unit	225
Deck	17'x12'	residence	0		
Shed	8.2'x6.1'	residence	0		
Container #1	20'x8'	storage	0		
Container #2	40'x8'	storage	0		
Container #3	20'x8'	storage	0		
Container #4	20'x7.9'	storage	0		
Container #5	20'x8'	storage	0		
Container #6	16.5'x8'	storage	0		
Frame storage building	2,160 sf	office/storage	1	0.06 gpd/sf	130
Two family residence	48'x24'	residence	2	600 gpd/unit	600
Shed for horses #1	25'x12'	equestrian	0		
Shed for horses #2	14'x12.2'	equestrian	0		
Shed for horses #3	10.2'x10'	equestrian	0		
Shed for horses #4	16.5'x12'	equestrian	0		
Shed for horses #5	12'x12'	equestrian	0		
Shed for horses #6	19.7'x7.6'	equestrian	0		
Shed for horses #7	39.9'x12.2'	equestrian	0		
Shed for horses #8	12'x8.1'	equestrian	0		
		Total #	9		2,985



Exhibit C

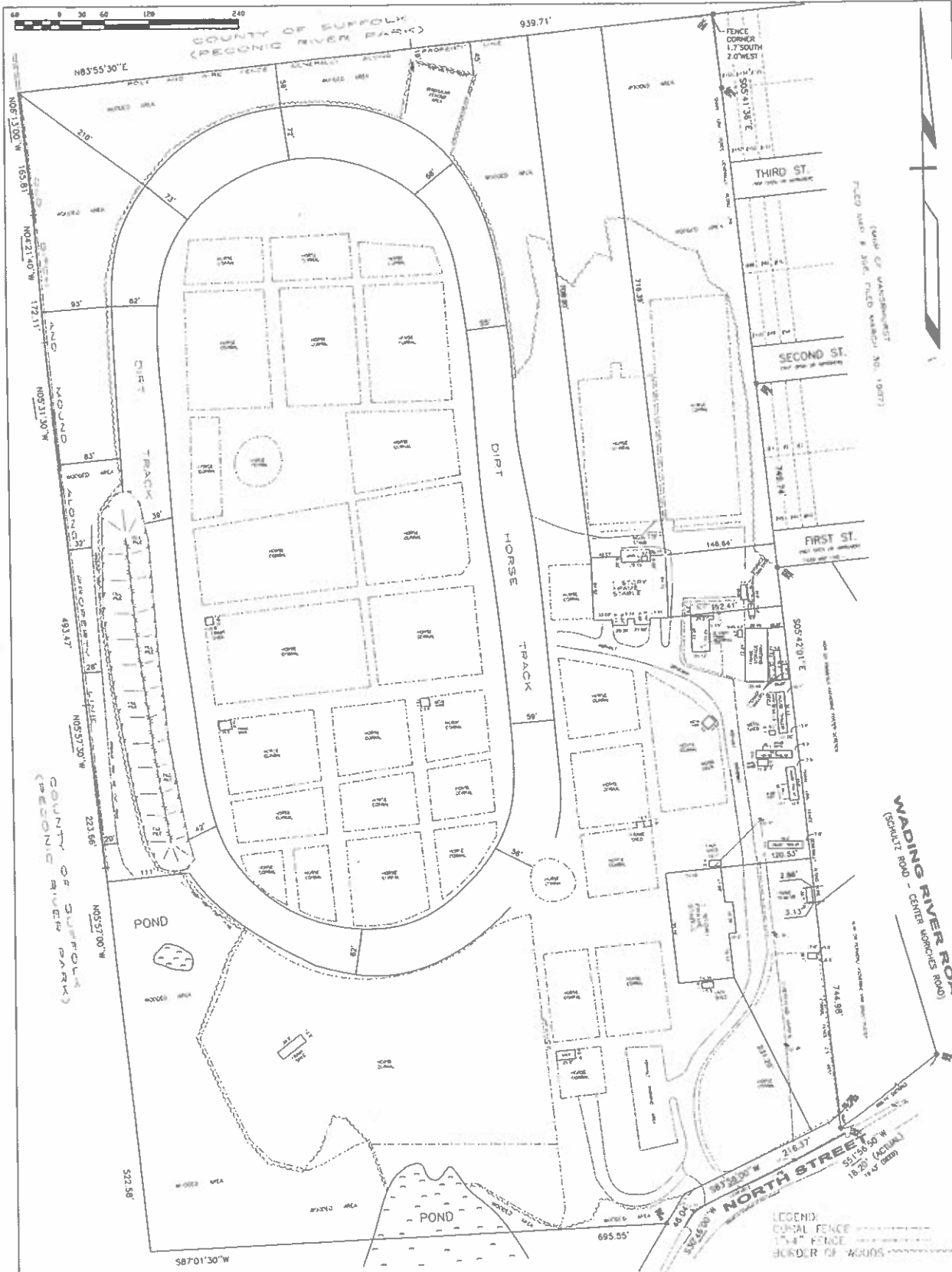
**Central Pine Barrens Joint Planning and Policy
Commission Conservation Easement Fence Specifications
and the Survey of the Property prepared by Francis X.
Karl, LS., last dated August 14, 2021**

Central Pine Barrens Joint Planning and Policy Commission Conservation Easement Fencing Specifications



Material and Installation Specifications:

- Split rail fencing to be used and to be comprised of wood two-rail fencing using 8-foot-long or 11-foot-long horizontal rails or a combination of both. Vertical posts are to be approximately 6 feet long.
- End posts should be used at end of completed lines of fencing or rails in end sections secured to prevent removal.
- Vertical posts should be embedded up to 2 to 2.5 feet (or approximately 1/3 the length) below the ground surface.
- Before installing vertical post in ground, each post hole should be backfilled with approximately 6 inches of gravel to drain water away from the bottom of the post to prevent decay.
- Split rail fencing may be installed in a continuous, uninterrupted line or intermittently (staggered) with gaps or spaces in between each section, as specified by the Commission. However, if staggered, width of such spaces should prevent passage of a motor vehicle such as an automobile or truck.
- Native trees, shrubs and other native vegetation should not be removed for fencing installation.



COUNTY OF SUFFOLK
(PECONIC RIVER PARK)

GUARANTEED TO: EQUINE FACILITY, LLC
AND TO: CENTRAL PINE BARRENS JOINT PLANNING AND POLICY COMMISSION

APPROVED CERTIFICATE OF SURVEY TO THE SURVEY
S. A. VOLUME 22, NUMBER 1001 OF THE NEW YORK
STATE RECORDS LAW (ARTICLE 17) OF THIS SURVEY MAP WAS
RECORDED ON 08/14/21 AT 10:00 AM. THE SURVEY MAP
WAS FILED IN THE OFFICE OF THE CLERK OF THE SUPREME
COURT, COUNTY OF SUFFOLK, NEW YORK. THE SURVEY
MAP IS AVAILABLE FOR REVIEW AT THE OFFICE OF THE
CLERK OF THE SUPREME COURT, COUNTY OF SUFFOLK,
NEW YORK. THE SURVEY MAP IS AVAILABLE FOR REVIEW
AT THE OFFICE OF THE CLERK OF THE SUPREME COURT,
COUNTY OF SUFFOLK, NEW YORK. THE SURVEY MAP IS
AVAILABLE FOR REVIEW AT THE OFFICE OF THE CLERK OF
THE SUPREME COURT, COUNTY OF SUFFOLK, NEW YORK.



SURVEYED BY:
FRANCIS X. KARL L.S.
27 ARTHUR AVENUE
BLUE POINT, N.Y.
11715
(631) 363-2891 PHONE
EMAIL: CARL@BOHML.COM

REV.	DATE	DESCRIPTION
D	6/14/21	REVISED PER REQUEST
C	8/23/21	UPDATE SURVEY
B	3/17/06	UPDATE SURVEY
A	9/04/06	OUTLINE SURVEY

SUFFOLK COUNTY TAX MAP
DISTRICT... 0200
SECTION... 480.00
BLOCK... 01.00
LOT... 005.000

MAP OF DESCRIBED PROPERTY
HIDDEN PONDS STABLE
SITUATED AT
MANORVILLE,
TOWN OF BROOKHAVEN,
SUFFOLK COUNTY, N.Y.

TOTAL PARCEL AREA = 1,490,717.11 SQUARE FEET = 34.2222 ACRES

SCALE 1" = 60'