

# REQUEST FOR PROPOSALS



Peconic Land Trust, Contract Vendee  
Town of Southold, NY

Town Development  
Rights Purchase

Sources: Peconic Land Trust, NYS ITS CTS Program Office, Suffolk County  
Real Property Tax Services Agency  
Prepared By: James M. Lombardi, 01/2011  
Spatial Reference: NAD 1983 2011 StatePlane New York Long Is. FIPS 3106, feet US

10/07/22

Deep Hole Creek  
4180 New Suffolk Avenue, Mattituck, NY

Peconic Land Trust (“The Trust”) is offering for sale approximately 14.94-acre farmstead. The approximately 12.2-acres of prime agricultural land is subject to a Town of Southold Development Rights Easement and a Peconic Land Trust Overlay Easement with Farming Covenants and Resale Restrictions. This farmland sale is part of the Trust’s effort to make farmland more accessible for growers and maintain the community character of Southold Town.

# Request for Proposals

4180 NEW SUFFOLK AVENUE, MATTITUCK, NY

## ABOUT PECONIC LAND TRUST

The Peconic Land Trust, a 501(c) (3) nonprofit organization, was established in 1983 by John v.H. Halsey and a small group of local residents to ensure the protection of Long Island's working farms, natural lands, and heritage. Since its inception, the Trust has protected more than 13,000 acres of land in concert with landowners, communities, government, and partner organizations. In its 39 year history, the Trust has conserved more working farms on Long Island than any other private conservation organization, and secured millions of dollars from the public and private sectors for land protection.

## BACKGROUND

Peconic Land Trust is offering for sale an approximately 14.94-acres farmstead of prime agricultural land at 4180 New Suffolk Avenue, Mattituck. It is subject to a Town of Southold Development Rights Easement and an Overlay Easement with Farming Covenants and Resale Restrictions held by the Trust. Our proposed sale would include additional restrictions to be held by the Peconic Land Trust to further restrict the land. We believe these restrictions will assist in encouraging traditional means of farming as well as maintain a scenic vista within Southold Town.

The property was purchased by the Trust in June of 2022 from The Koehler Family Partnership Trust and included it in our Farms for the Future Initiative.

Now the Trust is marketing the property for sale to a conservation buyer with interest in cultivating the protected farmland. As the attached summary states, the Town's Development Rights Easement requires that the property be used for agricultural purposes and the Trust's additional Overlay Easement includes three additional restrictions.

### **Why is this Important?**

Landmark efforts to protect farms and farming in Suffolk County that began in the 1970s are being challenged. In total, over 19,000 of approximately 38,000 acres of farmland in Suffolk County have been protected from residential or commercial development through development restrictions held by New York State, Suffolk County, the five East End Towns, and the Peconic Land Trust. For the most part, these restrictions protect the resource.

While the increase in land values, and the increase in non-farmers purchasing farmland has been slower on the North Fork, we have seen the impact that these trends have had on agriculture on the South Fork. We hope to forestall a similar situation from happening on the North Fork. The loss of affordable and accessible farmland could include additional consequences, such as:

1. An increase in federal and state inheritance tax liabilities for farmers that could necessitate the sale of protected farmland at the highest possible price to non-farmers in order to have the resources to pay such taxes;
2. The inability of farmers to afford farmland for food production;
3. A decrease in working farms that provide fresh, locally-produced food to residents and visitors
4. The loss of an extraordinary facet of our community character and an important component of our local economy.

## PROPERTY DESCRIPTION

The parcel is approximately 14.94-acres composed of approximately 12.2-acres of protected fallow farmland, an approximately 2.05-acres attached residential development area and approximately 0.69-acres of unbuildable buffer. The development area contains a small seasonal cottage while the protected farmland has a legacy retire well. It is zoned R-80. The property has historically been farmed for over 50+ years but has laid fallow for approximately 10-years. It is now encumbered with a Deed of Development Rights granted to the Town of Southold and recorded in the office of the Suffolk County Clerk.

Please review the following enclosed information about the property:

- Town of Southold Development Rights Easement
- Boundary Line Agreement
- Location map
- Aerial map
- Survey of Property
- Soils Map
- Definition of terms
- Overlay Easement (Available at [www.PeconicLandTrust.org/RFPDeepHoleCreek](http://www.PeconicLandTrust.org/RFPDeepHoleCreek))

### **Conditions of Purchase**

- Town Easement
- Overlay Easement
- Boundary Line Agreement
- Utility/Access Relocation
- Lot Line Modification
- Sale of approximately 0.69-acres to Neighbor

### **Summary of Town Development Rights Easement:**

The approximately 12.2-acres of this property is perpetually subject to the Town's purchase of the Development Rights Easement. This Easement restricts the use of the property to "Agricultural Production" as defined in Section 25-30 of Chapter 25 of the Southold Town Code. It further prevents subdivision of the farmland acreage of approximately 12.2-acres from the approximately 2.05-acre residential development area.

### **Summary of Overlay Easement:**

- The 20% permitted agricultural structure coverage on the protected farmland is restricted to within the approximately 2.4-acres designated "Agricultural Structure Area" along the western boundary:
- The cultivation of cannabis is prohibited on the property:
- A winery, brewery and/or dispensary are prohibited on property:

### **Relocation of Utilities/Access:**

The development area on the property currently has a utilities and access ROW for the southern neighbor. Relocating the neighbor's utilities and access within the designated approximately 0.69-acres to be sold to neighbor.

### **Lot Line Modification:**

The subdivision of approximately 0.69-acres along the eastern and southern boundary for the intended use of a buffer and driveway for SCTM#1000-115-10-2.

### **Sale to Neighbor:**

The approximately 0.69-acres is for sale to neighbor SCTM#1000-115-10-2 at a price of no more than \$50,000.

### **Price of the Property:**

The price of this parcel is \$ **1,650,000**; not including taxes and other associated closing costs.

## **APPLICATION AND SELECTION**

### **Proposal Requirements:**

Parties interested in making an offer on this property must submit a Proposal, including the information described below, by 5:00 pm on November 4, 2022.

**All of the information submitted will remain strictly confidential.**

1. Cover letter that includes:
  - a. Property Reference: Deep Hole Creek (AKA SCTM#1000-115-10-1)
  - b. A written offer in the amount of \$\_\_\_\_\_.
  - c. A description of your potential agricultural plan

- d. Agricultural references;
- e. Any other relevant information that would support your proposal including your understanding of the restrictions on this farmland; and
- f. An outline of your plan for financing the purchase.

**Send Proposal & related materials to:**

Peconic Land Trust  
Attn: Holly Sanford (DHC)  
PO Box 1776  
Southampton, NY 11969  
Or email [HSanford@peconiclandtrust.org](mailto:HSanford@peconiclandtrust.org)

**Buyer Selection**

The Peconic Land Trust will acknowledge receipt of all proposals received by 5:00 pm November 11, 2022 and convene a meeting of Advisory Colleagues.

The Peconic Land Trust will select a buyer by reviewing and evaluating the proposals. Then select the best candidate. If there are two or more qualified applicants with comparable proposals, the Trust notify the parties and a lottery will be held.

The Trust will announce the selected farmer the week of November 14, 2022 with the expectation to go to contract within a month and a proposed closing date within 60-days.

If you have any questions about the farmland, the Town's Development Rights Easement, or the Trust's Overlay Easement and/or the process, please contact Holly Sanford at 631.283.3195, ext. 126 or [HSanford@peconiclandtrust.org](mailto:HSanford@peconiclandtrust.org).

**Enclosures:**

- Town of Southold Development Rights Easement
- Boundary Line Agreement
- Location map
- Aerial map
- Survey of Property
- Soils Map
- Definition of terms
- Overlay Easement (Available at [www.PeconicLandTrust.org/RFPDeepHoleCreek](http://www.PeconicLandTrust.org/RFPDeepHoleCreek))

## GRANT OF DEVELOPMENT RIGHTS EASEMENT

THIS GRANT OF DEVELOPMENT RIGHTS EASEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 at Southold, New York. The parties are PECONIC LAND TRUST, INCORPORATED, a New York not-for-profit corporation, with offices at 296 Hampton Road, Southampton, NY 11968 (herein called "Grantor"), and the TOWN OF SOUTHOLD, a municipal corporation, having its principal office at 53095 Main Road, P.O. Box 1179, Southold, New York 11971-0959 (herein called "Grantee").

### INTRODUCTION

*WHEREAS*, Grantor is the owner in fee simple of certain real property located in the Town of Southold, Suffolk County, New York, identified as part of SCTM #1000-115-10-1, more fully described in SCHEDULE "A", attached hereto and made a part hereof and hereinafter referred to as the "Property" and shown on the survey prepared by Kenneth A. Woychuk, Land Surveyors dated \_\_\_\_\_ (a reduced copy of which is attached hereto and made a part hereof and hereinafter referred to as the "Survey"); and

*WHEREAS*, the Property is located in the Agricultural-Conservation Zoning District of the Town of Southold; and

*WHEREAS*, the Property contains soils classified as Class I and Class II worthy of conservation as identified by the United States Department of Agriculture Soil Conservation Service's Soil Survey of Suffolk County, New York; and

*WHEREAS*, the Property is part of the New York State Agricultural District #1, and the Grantor wishes to continue using the Property for agricultural production as defined in this Easement; and

*WHEREAS*, the Property is currently used for agriculture; and

*WHEREAS*, it is the policy of the Town of Southold (the "Town"), as articulated in the Southold Town Comprehensive Plan dated February, 2020 as adopted by the Town Board, Town of Southold, and §272-a of the New York State Town Law ("Town Law") to protect environmentally sensitive areas, preserve prime agricultural soils, to protect the scenic, open space character of the Town and to protect the Town's agricultural economy; and

*WHEREAS*, the Property in its present condition has substantial and significant value as an agricultural resource since it has not been subject to any substantial development; and

*WHEREAS*, Grantor and Grantee recognize the value and special character of the region in which the Property is located, and Grantor and Grantee have, in common, the purpose and objective of protecting and conserving the present state and inherent, tangible and intangible values of the Property as an agricultural resource; and

*WHEREAS*, Grantee has determined it to be desirable and beneficial and has requested Grantor, for itself and its successors and assigns, to grant a Development Rights Easement to Grantee in order to restrict the further development of the Property while permitting compatible uses thereof.

*NOW THEREFORE*, in consideration of EIGHT HUNDRED TWENTY ONE THOUSAND ONE HUNDRED DOLLARS AND 00/100 (\$821,100.00) and other good and valuable consideration paid to the Grantor, the receipt of which is hereby acknowledged, the Grantor does hereby grant, transfer, bargain, sell and convey to the Grantee a Development Rights Easement, which shall be binding upon and shall restrict the premises shown and designated as the Property herein, more particularly bounded and described on Schedule "A" annexed hereto and made a part of this instrument.

*TO HAVE AND TO HOLD* said Development Rights Easement and the rights and interests in connection with it and as hereinafter set forth with respect to the Property unto the Grantee, its successors and assigns forever, reserving, however, for the use and benefit of the Grantor, its legal representatives, successors and assigns, the fee title to the Property, and the exclusive right of occupancy and of use of the Property, subject to the limitations, condition, covenants, agreements, provisions and use restrictions hereinafter set forth, which shall constitute and shall be servitudes upon and with respect to the Property.

The Grantor, for itself, and for and on behalf of its legal representatives, successors and assigns, hereby covenants and agrees as follows:

0.01 Grantor's Warranty

Grantor warrants and represents to the Grantee that Grantor is the owner of the Property described in Schedule "A", free of any mortgages or liens, except as set forth in \_\_\_\_\_ Title

Report # \_\_\_\_\_, and possesses the right to grant this Easement.

#### 0.02 Grantee's Status

Grantee warrants and represents to Grantor that Grantee is a municipal corporation organized and existing under the laws of the State of New York State and is authorized under §64 of Town Law, and §247 of the New York State General Municipal Law ("General Municipal Law"), and §49-301 *et seq.* of the New York Environmental Conservation Law ("Environmental Conservation Law") to acquire fee title or lesser interests in land, including development rights, easements, covenants, and other contractual rights which may be necessary or desirable for the preservation and retention of agricultural lands, open spaces and natural or scenic resources.

#### 0.03 Purpose

The parties recognize the value of the Property resulting from its agricultural use and further recognize the common purpose of preserving this value by limiting the uses of the Property. This instrument is intended to convey a Development Rights Easement on the Property by Grantor to Grantee, exclusively for the purpose of preserving its character in perpetuity for its agricultural values, by preventing the use or development of the Property for any purpose or in any manner contrary to the provisions hereof, in furtherance of federal, New York State and local conservation policies.

#### 0.04 Governmental Recognition

New York State has recognized the importance of public and private efforts to preserve rural land in a scenic, natural, and open condition through conservation restrictions by the enactment of General Municipal Law §247. New York State has further recognized the importance of both public and private efforts to preserve land in a scenic, natural and open space condition through conservation easements by enactment of §49-301 *et seq.* of the Environmental Conservation Law. Similar recognition by the federal government includes §170(h) of the Internal Revenue Code ("IRC") and other federal statutes.

#### 0.05 Baseline Documentation

Grantee acknowledges by acceptance of this Development Rights Easement that present uses of the Property are compatible with the purposes of this Easement. In order to aid in identifying and documenting

the present condition of the Property's agricultural and other resources and to otherwise aid in identifying and documenting such values as of the date hereof, to assist Grantor and Grantee with monitoring the uses and activities on the Property and ensuring compliance with the terms hereof, Grantee has prepared, with Grantor's cooperation, an inventory of the Property's relevant features and conditions (the "Baseline Documentation"). This Baseline Documentation includes, but need not be limited to, a survey prepared by Kenneth A. Woychuk, Land Surveyor dated \_\_\_\_\_, and a Phase 1 Environmental Site Assessment dated \_\_\_\_\_ by Cashin Associates.

Grantor and Grantee acknowledge and agree that in the event a controversy arises with respect to the nature and extent of the Grantor's uses of the Property or its physical condition as of the date hereof, the parties shall not be foreclosed from utilizing any other relevant or material documents, surveys, reports, photographs or other evidence to assist in the resolution of the controversy.

#### 0.06 Recitation

In consideration of the previously recited facts, mutual promises, undertakings, and forbearances contained in this Development Rights Easement, the parties agree upon its provisions, intending to be bound by it.

### ARTICLE ONE

#### THE EASEMENT

##### 1.01 Type

This instrument conveys a Development Rights Easement (herein called the "Easement"). This Easement shall consist of the limitations, agreements, covenants, use restrictions, rights, terms, and conditions recited herein. Reference to this "Easement" or its "provisions" shall include any and all of those limitations, covenants, use restrictions, rights, terms and conditions.

##### 1.02 Definitions

For purposes of this Easement, the following terms shall have the meanings set forth below:

The term "development rights" shall mean the permanent legal interest and right to restrict the use of the Property to uses or purposes consistent with the terms of this Easement, including agricultural production

as that term is presently referenced in §247 of the General Municipal Law and defined in Chapter 70 of the Town Code of the Town of Southold (the "Town Code" or "Code") now, or as they may be amended, and including the production of crops, livestock and livestock products as defined in §301(2) of the New York State Agriculture and Markets Law ("Agriculture and Markets Law"), now, or as said §301(2) may be amended. No future restrictions in said laws or limitations in the definitions set forth in said laws shall preclude a use that is permitted under the current law as of the date of this Easement.

The term "improvement" shall mean any addition to raw land, such as structures, fences, wells or drainage.

The term "lawn" shall mean an area of land on which grasses or other durable plants are grown and maintained at a short height and principally used for aesthetic or other non-agricultural purposes. Land that is in agricultural production, including sod farming, or land in a fallow or otherwise idled manner, is not "lawn."

The term "riding academy" shall mean a business use of a lot for any of the following purposes: the letting of horses for hire to individuals or groups whether supervised or unsupervised, horseback riding instruction or the holding of horse shows or other equine events.

The term "structure" shall mean anything constructed or erected on or under the ground or upon another structure or building, including walkways. Structures shall not include trellis, posts and wiring, farm irrigation systems, nursery mats, temporary animal shelters or fencing necessary for agricultural operations or to mark the boundaries of the Property, including without limitation fencing to keep out predator animals, including deer. Approvals for those items listed in the preceding sentence shall be as required by applicable provisions of the Town Code.

### 1.03 Duration

This Easement shall be a burden upon and run with the Property in perpetuity.

### 1.04 Effect

This Easement shall run with the Property as an incorporeal interest in the Property, and shall extend to and be binding upon Grantor, Grantor's agents, tenants, occupants, heirs, personal representatives, successors and assigns, and all other individuals and entities with an interest in the Property

and provides Grantee with the right to administer, manage and enforce the Easement as provided herein. The word "Grantor" when used herein shall include all of those persons or entities. Any rights, obligations, and interests herein granted to Grantor and/or Grantee shall also be deemed granted to each and every one of its respective subsequent agents, successors, and assigns, and the words "Grantor and/or Grantee" when used herein shall include all of those persons or entities.

## ARTICLE TWO

### SALE

Grantor, for EIGHT HUNDRED TWENTY ONE THOUSAND ONE HUNDRED DOLLARS AND 00/100 (\$821,100.00) and such other good and valuable consideration, hereby grants, releases, and conveys to Grantee this Easement, in perpetuity, together with all rights to enforce it. Grantee hereby accepts this Easement in perpetuity, and undertakes to enforce it against Grantor.

## ARTICLE THREE

### PROHIBITED ACTS

From and after the date of this Easement, the following acts, uses and practices shall be prohibited forever upon or within the Property:

#### 3.01 Structures

No structures may be erected or constructed on the Property except as after review by the Southold Town Land Preservation Committee ("Land Preservation Committee") for consistency with the purposes and other terms of this Easement, and as permitted under other applicable provisions of the Town Code and Sections 1.02 and 4.06 of this Easement.

#### 3.02 Excavation and Removal of Materials; Mining

The excavating, regrading, scraping or filling of the Property shall be prohibited, without the prior written consent of Grantee, including but not limited to review by the Land Preservation Committee.

Mineral exploitation, and extraction of any mineral, including but not limited to soil, gravel, sand and hydrocarbons, by any method, surface or subsurface, is prohibited.

The removal of topsoil, sand, or other materials from the Property is prohibited, nor shall the topography of the Property be changed, except in connection with normal agricultural/horticultural activities, all of which shall require the prior written consent of Grantee, including but not limited to from the Land Preservation Committee.

### 3.03 Subdivision

Except as provided in this Section 3.03, the Property may not be further subdivided pursuant to Town Law §§265, 276 or 277 or §335 of the Real Property Law, as they may be amended, or any other applicable State or local law. "Subdivision" shall include the division of the portion of the Property from which the development rights are acquired into two or more parcels, in whole or in part.

Grantor may, subject to approval by the Planning Board of the Town of Southold and as otherwise required by applicable law, modify or alter lot lines between the Property and adjacent parcels, or subdivide the Property, provided that all resulting parcels contain at least 10 acres of preserved agricultural land subject to a development rights easement or other conservation instrument.

Notwithstanding this Section 3.03, upon the death of Grantor or its members, the underlying fee interest may be divided by conveyance of parts thereof to Grantor's executor, trustee, heirs or next of kin by will or operation of law.

### 3.04 Dumping

The dumping or accumulation of unsightly or offensive materials including, but not limited to trash, garbage, sawdust, ashes or chemical waste on the Property shall be prohibited. This prohibition shall exclude materials used in the normal course of sound agricultural practices on the Property, including fertilization, composting and crop removal.

### 3.05 Signs

The display of signs, billboards, or advertisements shall be prohibited, except signs whose placement, number, and design do not significantly diminish the scenic character of the Property and only for any of the following purposes: (a) to state the name of the Property and the names and addresses of the occupants and the character of the business conducted thereon, (b) to temporarily advertise the Property or any portion thereof for sale or rent, (c) to post the Property to control unauthorized entry or use, or

(d) with the consent of the Grantor, to announce Grantee's Easement. Signs are subject to regulatory requirements of the Town.

### 3.06 Utilities

The creation or placement of overhead utility transmission lines, utility poles, wires, pipes, wells or drainage systems ("utilities") on the Property to service structures approved pursuant to §4.06 shall be prohibited without the prior written consent of the Grantee. Underground utilities must, to the extent possible, be constructed within 30 feet of the centerline of any roads or driveways, and may be used to service the permitted structures on the Property, and on adjacent properties subject to a development rights easement or other conservation instrument. Existing underground irrigation systems may be repaired or replaced without the consent of or review by the Grantee.

### 3.07 Prohibited Uses

Except for uses specifically permitted by this Easement, the use of the Property or structures on it for any residential, commercial or industrial uses, permanent or temporary, including but not limited to a riding academy, shall be prohibited. For the purposes of this section, agricultural production, as that term is presently referenced in §247 of the General Municipal Law and defined in Chapter 70 of the Town Code, now, or as they may be amended, and including the production of crops, livestock and livestock products as defined in §301(2) of the Agriculture and Markets Law, now or as said §301(2) may be amended, shall not be considered a commercial use.

Uses, improvements and activities permitted by the Town Code now or in the future on agricultural lands protected by a development rights easement or other instrument, including but not limited to farmstands, shall not be considered a commercial use. No improvements, uses or activities inconsistent with current or future agricultural production shall be permitted on the Property. Under no circumstances shall athletic fields, golf courses or ranges, commercial airstrips and helicopter pads, motorcross biking, or any other improvements or activity inconsistent with current or future agricultural production be permitted on the Property.

Grantor shall not establish or maintain a lawn on the Property.

Hunting is permitted on the Property provided it does not interfere with agricultural production and is conducted in accordance with sound agricultural management practices.

### 3.08 Soil and Water

Any use or activity that causes or is likely to cause soil degradation or erosion or pollution of any surface or subsurface waters shall be prohibited. This prohibition shall not be construed as extending to agricultural operations and practices (including, without limitation, the use of agrochemicals such as fertilizers, pesticides, herbicides, and fungicides) that are in accordance with sound agricultural management practices of the Natural Resources Conservation Service ("NRCS").

### 3.09 Drainage

The use of the Property for a leaching or sewage disposal field shall be prohibited. The use of the Property for a drainage basin or sump shall be prohibited, except in accordance with sound agricultural management practices and in order to control flooding or soil erosion on the Property or onto adjoining properties.

### 3.10 Lot Yield; Future Development

Except as provided herein, the use of the acreage of this Property for purposes of calculating lot yield on any other property shall be prohibited. Grantor hereby relinquishes to Grantee all existing rights to develop the Property (and any such further rights that may be created through a rezoning of the Property) except for the right to construct, maintain, alter and replace any pre-existing structures, and to construct new structures, as such rights may be provided in Section 4.06 or elsewhere in this Easement, and the parties agree that any other such rights shall be terminated and extinguished and may not be used or transferred to any other parcels.

## ARTICLE FOUR

### GRANTOR'S RIGHTS

#### 4.01 Ownership

Subject to the provisions of ARTICLE THREE, Grantor shall retain all other rights of ownership in the Property, some of which are more particularly described in this ARTICLE FOUR.

#### 4.02 Possession

Grantor shall continue to have the right to exclusive possession of the Property.

#### 4.03 Use

Grantor shall have the right to use the Property in any manner and for any purpose consistent with and not prohibited by this Easement, as well as applicable local, State, or federal law. Grantor shall have the right to use the Property for uses, improvements and activities permitted by the Town Code, now or in the future, on agricultural lands protected by a development rights easement or other instrument, including, but not limited to farmstands and for educational or training programs related to agricultural production or activities.

Grantor shall also have the right to use the Property for traditional private recreational uses, provided such recreational uses are conducted for the personal enjoyment of Grantor, are compatible with farming, and are otherwise consistent with and do not derogate from or defeat the purposes of this Easement or other applicable law. These uses shall not be offered or provided for commercial purposes, including the commercial gain of Grantor or others. Hunting to remove predators which harm agriculture production shall not be deemed a recreational use or a use for commercial purposes.

#### 4.04 Landscaping Activities

Grantor shall have the right to continue the current and/or customary modes of landscaping, pruning and grounds maintenance on the Property as evidenced by the documentation set forth in Section 0.05. Grantor shall have the right to remove or restore trees, shrubs, or other vegetation when deemed to be invasive, dead, diseased, decayed or damaged or interfering with agricultural production or other permitted uses of the Property, including activities permitted in Section 4.06, to thin and prune trees to maintain or improve the appearance of the Property or to benefit permitted structures and improvements, and to mow the Property. Notwithstanding the above, Grantor is prohibited from establishing or maintaining a lawn on the Property, as set forth in Section 3.07.

#### 4.05 Agricultural Production and Activities

Grantor shall have the right to engage in all types of agricultural production as the term is presently referenced in §247 of the General Municipal Law and defined in Chapter 70 of the Town Code, now, or as they

may be amended, and including the production of crops, livestock and livestock products as defined in §301(2) of the Agriculture and Markets Law, now, or as said §301(2) may be amended. No future restriction in said laws or limitations in the definitions set forth in said laws shall preclude a use that is permitted under the current law as of the date of this Easement.

Grantor may offer "U-Pick" operations and/or the use of a corn maze to the general public, provided that such activities are conducted in conjunction with seasonal harvests, do not interfere with agricultural production and are otherwise consistent with and do not derogate from or defeat the purposes of this Easement or other applicable laws.

Notwithstanding the definition of agricultural production in Chapter 70 of the Town Code or any successor chapter, structures shall be prohibited except as set forth in Section 4.06 herein and as permitted by the Town Code now or in the future on agricultural lands protected by a development rights easement or other instrument, including but not limited to farmstands.

#### 4.06 Structures

A. Allowable Improvements. Grantor shall have the right to erect, alter and maintain the following improvements on the Property, as may be permitted by the Town Code and subject to review by the Town of Southold Land Preservation Committee, provided the improvements are consistent with and do not derogate from or defeat the purposes of this Easement or other applicable laws:

- (i) Underground facilities used to supply utilities solely for the use and enjoyment of the Property, or on adjoining lands subject to a development rights easement or other conservation instrument;
- (ii) New construction, including drainage improvement structures, provided such structures are related to or accessory to agricultural production;
- (iii) Renovation, maintenance, alteration, expansion and repairs of any existing structures or structures built or permitted pursuant to this Section 4.06, provided the purpose of the structure remains agricultural;
- (iv) Additional types of structures, improvements or uses consistent with the purposes of this Easement which

arise from future developments in agricultural production or scientific, mechanical or technological advances in agricultural production.

B. Conditions. Any allowable improvements shall protect prime agricultural soils, agricultural production, and otherwise be consistent with the purposes of this Easement.

C. Environmental Sensitivity During Construction. The use and location of any improvement permitted hereunder shall be consistent with the purposes intended herein, and construction of any such improvement shall minimize disturbances to the environment. Grantor shall employ erosion and sediment control measures to mitigate any storm water runoff, including but not limited to minimal removal of vegetation, minimal movement of earth and minimal clearance of access routes for construction vehicles.

D. Replacement of Improvements. In the event of damage resulting from casualty loss to an extent which renders repair of any existing improvements or improvements built or permitted pursuant to this Section 4.06 impractical, erection of a structure of comparable size, use, and general design to the damaged structure shall be permitted in kind and within the same general location, subject to the review and written approval of Grantee, pursuant to applicable provisions of the Town Code.

#### 4.07 Notice

Grantor shall notify Grantee, in writing, before the construction of any permanent or temporary structures as permitted in Section 4.06 herein and shall file all necessary applications and obtain all necessary approvals that may be required by this Easement or by the Town Code, and shall provide documentation as may be required for such applications.

#### 4.08 Alienability

Grantor shall have the right to convey, mortgage or lease all of its remaining interest in the Property, but only subject to this Easement. Grantor shall promptly notify Grantee of any conveyance of any interest in the Property, including the full name and mailing address of any transferee, 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 Easement, without modification or amendment of the terms of this Easement, and shall incorporate this Easement by reference, specifically setting for the date, office, liber and

page of the recording hereof. The failure of any such instrument to comply with the provisions hereof shall not affect Grantee's rights hereunder.

#### 4.09 Further Restriction

Nothing in this Easement shall prohibit or preclude Grantor from further restricting the use, improvements or structures on the Property. Any such further restrictions shall be consistent with and in furtherance of the general intent and purpose of this Easement as set forth in Section 0.03.

### ARTICLE FIVE

#### GRANTOR'S OBLIGATIONS

##### 5.01 Taxes and Assessments

Grantor shall continue to pay all taxes, levies, and assessments and other governmental or municipal charges, which may become a lien on the Property, including any taxes or levies imposed to make those payments, subject, however, to Grantor's right to grieve or contest such assessment. The failure of Grantor to pay all such taxes, levies and assessments and other governmental or municipal charges shall not cause an alienation of any rights or interests acquired herein by Grantee.

##### 5.02 Indemnification

Grantor shall indemnify and hold Grantee harmless for any liability, costs, attorneys' fees, judgments, expenses, charges or liens to Grantee or any of its officers, employees, agents or independent contractors, all of which shall be reasonable in amount, arising from injury due to the physical maintenance or condition of the Property caused by Grantor's actions or inactions, provided same arises when Grantee or its agents is lawfully on the Property, or from any taxes, levies or assessments upon it or resulting from this Easement, all of which shall be considered Grantor's obligations.

##### 5.03 Third Party Claims

Grantor shall indemnify and hold Grantee harmless for any liability, costs, attorneys' fees, judgments, or expenses, charges or liens to Grantee or any of its officers, employees, agents or independent contractors, all of which shall be reasonable in amount, resulting: (a) from injury to persons or damages to property arising from any activity on the Property; and (b) from actions or claims of any nature by third parties arising out of the entering into or exercise of rights under this Easement, excepting any of those

matters arising solely from the acts of Grantee, its officers, employees, agents, or independent contractors, or those matters arising when such persons are not lawfully on the Property. Grantor as used in Sections 5.02 and 5.03 shall refer only to the owner of the Property at the time the injury, damage, action or claim arose.

## ARTICLE SIX

### GRANTEE'S RIGHTS

#### 6.01 Entry and Inspection

Grantee shall have the right to enter upon the Property at reasonable times, upon prior notice to Grantor, and in a manner that will not interfere with Grantor's quiet use and enjoyment of the Property, for the purpose of inspection to determine whether this Easement and its purposes and provisions are being upheld. Grantee shall not have the right to enter upon the Property for any other purposes, except as provided in Section 6.02 and 6.03, or to permit access upon the Property by the public.

Notwithstanding the above, Grantee's use of drones shall be limited to purposes of enforcement of this Easement and to inspection under this Easement when traditional means are not available, and shall occur only with prior notice to Grantor and consent for same, which consent shall not be unreasonably withheld.

#### 6.02 Restoration

Grantee shall have the right to require the Grantor to restore the Property to the condition required by this Easement and to enforce this right by any action or proceeding that Grantee may reasonably deem necessary. However, Grantor shall not be liable for any changes to the Property resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, earth movement, wind, weather or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to persons or to the Property or crops, livestock or livestock products resulting from such causes.

#### 6.03 Enforcement Rights of Grantee

Grantor acknowledges and agrees that Grantee's remedies at law for any violation of this Easement may be inadequate. Therefore, in addition to, and not as a limitation of, any other rights of Grantee hereunder at law or in equity, in the event any breach, default or violation of any term, provision,

covenant or obligation on Grantor's part to be observed or performed pursuant to this Easement is not cured by Grantor within thirty (30) days' notice thereof by Grantee or such longer period as is reasonable during which time Grantor is curing or attempting to cure such breach, default or violation, taking into account extreme weather conditions or catastrophic events (which such time period for notice is expressly waived by Grantor with respect to any such breach, default or violation which, in Grantee's reasonable judgment, requires immediate action to preserve and protect any of the agricultural values or otherwise to further the purposes of this Easement), Grantee shall have the right at Grantor's sole cost and expense and at Grantee's election, taking into account extreme weather conditions or other emergency conditions or other emergency or catastrophic events:

- (i) To institute a suit to enjoin or cure such breach, default or violation by temporary and/or permanent injunction,
- (ii) To enter upon the Property and exercise reasonable efforts to terminate or cure such breach, default or violation and/or to cause the restoration of that portion of the Property affected by such breach, default or violation to the condition that existed prior thereto, or
- (iii) To enforce any term provision, covenant or obligation in this Easement or to seek or enforce such other legal and/or equitable relief or remedies as Grantee reasonably deems necessary or desirable to ensure compliance with the terms, conditions, covenants, obligations and purposes of this Easement; provided, however, that any failure, delay or election to so act by Grantee shall not be deemed to be a waiver or a forfeiture of any right or available remedy on Grantee's part with respect to such breach, default, or violation or with respect to any other breach, default or violation of any term, condition, covenant or obligation under this Easement.

Grantor shall pay either directly or by reimbursement to Grantee, all reasonable attorneys' fees, court costs and other expenses incurred by Grantee (herein called "Legal Expenses") in connection with any proceedings under this Section, as approved by the Court.

The cure period in this Section 6.03 may be extended for a reasonable time by Grantee if such restoration cannot reasonably be accomplished within thirty (30) days.

#### 6.04 Notice

All notices required by this Easement must be written. Notices shall be delivered electronically and by first class mail, or by hand or by certified mail, return receipt requested, with sufficient prepaid postage affixed and with return receipts requested, or by nationally recognized overnight courier (USPS, Federal Express, etc.). Mailed notice to Grantor shall be addressed to Grantor's address as recited herein, or to such other address as Grantor may designate by notice in accordance with this Section 6.04. Mailed notice to Grantee shall be addressed to its principal office recited herein, marked to the attention of the Supervisor and the Town Attorney, or to such other address as Grantee may designate by notice in accordance with this Section 6.04. Notice shall be deemed given and received as of the date of its manual delivery or three business days after the date of its mailing.

#### 6.05 No Waiver

Grantee's exercise of one remedy or relief under this ARTICLE SIX shall not have the effect of waiving or limiting any other remedy or relief, and the failure to exercise or the delay in exercising any remedy shall not constitute a waiver of any other remedy or relief or the use of such other remedy or relief at any other time.

#### 6.06 Extinguishment of Easement/Condemnation

At the mutual request of Grantor and Grantee, a court with jurisdiction may, if it determines that conditions surrounding the Property have changed so much that it becomes impossible to fulfill the purpose of this Easement described in Section 0.03, extinguish or modify this Easement in accordance with applicable law. The mere cessation of farming on the Property shall not be construed to be grounds for extinguishment of this Easement.

If at any time the Property or any portion thereof shall be taken or condemned by eminent domain, by the Grantee or by any other governmental entity, then this Easement shall terminate with respect to the Property, or portions thereof so taken or condemned, and the Property shall not be subject to the limitations and restrictions of this Easement. In such event, the Grantor, its successors or assigns, shall not be required to pay any penalties, but the value of the Property shall reflect the limitations of this Easement. Any condemnation award payable to the Grantor shall be in proportion to the value attributable to the residual agricultural value of the Property. If the condemnation is undertaken by an entity other than the Grantee, then the remaining portion of the condemnation award shall be

payable to the Grantee in proportion to the value attributable to the development rights transferred hereby.

## ARTICLE SEVEN

### MISCELLANEOUS

#### 7.01 Entire Understanding

This 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 Easement and superseded by it.

#### 7.02 Amendment

This Easement may be amended only with the written consent of Grantee and current owner of the Property and in accordance with any applicable State and local laws. Any such amendment shall be consistent with the purposes of this Easement and shall comply with the Town Code and any regulations promulgated hereunder, and shall be duly recorded.

This Easement is made with the intention that it shall qualify as a Conservation Easement in perpetuity under Internal Revenue Code §170(h). The parties agree to amend the provisions of this Easement if such amendment shall be necessary, to entitle Grantor to meet the requirements of §170(h). Any such amendment shall apply retroactively in the same manner as if such amendment or amendments had been set forth herein.

#### 7.03 Alienation

No property rights acquired by Grantee hereunder shall be alienated except pursuant to the provisions of Chapter 70 of the Town Code or any successor chapter and other applicable laws, upon the adoption of a local law authorizing the alienation of said rights and interest, following a public hearing and, thereafter, ratified by a mandatory referendum by the electors of the Town of Southold. No subsequent amendment of the provisions of the Town Code shall alter the limitations placed upon the alienation of those property rights or interests which were acquired by the Town prior to any such amendment.

In addition to the limitations set forth above, Grantee shall have the right to transfer all or part of this Easement to any public agency, or private

non-governmental nonprofit organization, that at the time of transfer is a "qualified organization" under §170(h) of the Internal Revenue Code, provided that the transferee expressly agrees to assume the responsibility imposed on the Grantee by this Easement, whereupon all references to Grantee shall be to such entity.

Any easement transfer must be approved by the Grantor or any subsequent owner. If the Grantee ever ceases to exist, a court of competent jurisdiction may transfer this Easement to another qualified public agency or private non-governmental nonprofit organization that agrees to assume the responsibilities imposed by this Easement.

#### 7.04 Severability

Any provision of this Easement restricting Grantor's activities, which is determined to be invalid or unenforceable by a court shall not be invalidated. Instead, that provision shall be reduced or limited to whatever extent that court determines will make it enforceable and effective. Any other provision of this Easement that is determined to be invalid or unenforceable by a court shall be severed from the other provisions, which shall remain enforceable and effective.

#### 7.05 Governing Law

New York law applicable to deeds to, and easements (including conservation easements pursuant to the Environmental Conservation Law) on land located within New York shall govern this Easement in all respects, including validity, construction, interpretation, breach, violation and performance.

#### 7.06 Interpretation

Regardless of any contrary rule of construction, no provision of this Easement shall be construed in favor of one of the parties because it was drafted by the other party's attorney. No alleged ambiguity in this Easement shall be construed against the party whose attorney drafted it. If any provision of this 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 be consistent with the purposes of this Easement. 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 Easement, and this Easement shall be interpreted broadly to effect the purposes of this Easement as intended by the parties. The parties intend that this Easement,

which is by nature and character primarily negative in that Grantor has restricted and limited its right to use the Property, except as otherwise recited herein, be construed at all times and by all parties to effectuate its purposes.

#### 7.07 Public Access

Nothing contained in this Easement grants, nor shall it be interpreted to grant, to the public, any right to enter upon the Property, or to use images of the Property. Grantee may use images of the Property only for non-commercial reporting of this Easement.

#### 7.08 Warranties

The warranties and representations made by the parties in this Easement shall survive its execution.

#### 7.09 Recording

Grantee shall record this Easement in the land records of the office of the Clerk of the County of Suffolk, State of New York.

#### 7.10 Headings

The headings, titles and subtitles herein have been inserted solely for convenient reference, and shall be ignored in its construction.

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

ACKNOWLEDGED AND ACCEPTED:

**GRANTOR:**

PECONIC LAND TRUST, INCORPORATED,  
a New York not-for-profit corporation

By: \_\_\_\_\_  
Its \_\_\_\_\_

ACKNOWLEDGED AND ACCEPTED:

**GRANTEE:**

TOWN OF SOUTHOLD,  
a municipal corporation

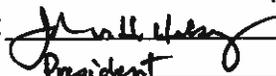
BY:   
Scott A. Russell, Supervisor

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

ACKNOWLEDGED AND ACCEPTED:

**GRANTOR:**

PECONIC LAND TRUST, INCORPORATED,  
a New York not-for-profit corporation

By:   
Its President

ACKNOWLEDGED AND ACCEPTED:

**GRANTEE:**

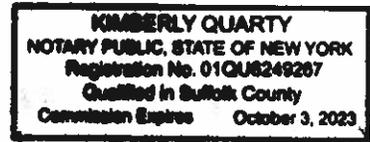
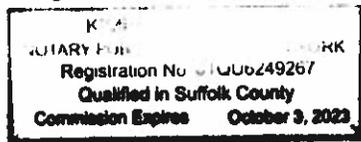
TOWN OF SOUTHOLD,  
a municipal corporation

BY: \_\_\_\_\_  
Scott A. Russell, Supervisor

STATE OF NEW YORK )  
COUNTY OF SUFFOLK, SS:

On the 10<sup>th</sup> day of December in the year 2021 before me, the undersigned, personally appeared John v. H. Halsey, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Kimberly Quarty  
Signature/office of individual taking acknowledgement



STATE OF NEW YORK )  
COUNTY OF SUFFOLK ) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2021 before me, the undersigned, personally appeared Scott A. Russell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Signature/office of individual taking acknowledgement



## BOUNDARY LINE AND MAINTENANCE AGREEMENT

This Agreement, made the 14<sup>th</sup> day of April, 2022, between THE KOEHLER FAMILY LIMITED PARTNERSHIP, with offices at 108 Allen Blvd., Farmingdale, NY 11735 (hereinafter "KOEHLER") Party of the First Part, and GERARD E. DIFFLEY AND KAREN L. DIFFLEY, residing at 435 Lupton Point Rd., Mattituck, NY 11952 (hereinafter "DIFFLEY") Party of the Second Part;

WHEREAS, the Party of the First Part is the owner in fee simple of certain real property known as and by NO# New Suffolk Ave., Mattituck, NY, designated as District 1000, Section 115.00, Block 10.00, Lot 001.000 on the Tax Map for the County of Suffolk, State of New York and as more particularly described on Schedule A attached hereto and made part hereof (hereinafter "Parcel A"); and

WHEREAS, the Party of the Second Part is the owner in fee simple of certain real property known as and by 435 Lupton Point Rd., Mattituck, NY, designated as District 1000, Section 115.00, Block 011.00, Lot 001.000 on the Tax Map for the County of Suffolk State of New York and as more particularly described on Schedule B attached hereto and made part hereof (hereinafter "Parcel B"); and

WHEREAS, Parcel A adjoins Parcel B; and

WHEREAS, a survey of Parcel A has been prepared by Kenneth M. Woychuck Land Surveying PLLC, land surveyor, last dated January 25, 2022 (hereinafter the "Survey"), a copy of which is attached as Exhibit 1. Said survey shows, among other things, are a arborvitae hedge and row of spruce trees which run along or nearby the southerly line of Parcel A and the northerly line of Parcel B, but is situate up to 7.4 feet inside Parcel A; and

WHEREAS, the parties desire to fix and definitely establish the boundary line between the two parcels mentioned above respectively owned by them without resort to litigation; and

NOW, THEREFORE, in consideration of the mutual promises and conveyances herein contained, and other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereto for themselves and their heirs, legal representatives, successors and assigns, covenant and agree as follows:

That irrespective of the placement of the arborvitae hedge and row of spruce trees between Parcel A and Parcel B, the common boundary line between the parcels shall be deemed the southerly boundary of the property owned by the Party of the First Part and the northerly boundary of the property owned by the Party of the Second Part is established as being described as follows:

**South 78 degrees 47 minutes 10 seconds West, 280.20 feet**

And the Party of the First Part does hereby remise, release and quitclaim unto the Party of the Second Part, its successors and assigns, all of its right, title and interest in and to any land lying to the south of the said boundary line so established, and the Party of the Second Part does hereby remise, release and quitclaim unto the Party of the First Part, its successors and assigns, all of its right, title and interest in and to any land lying to the north of the said boundary line so established, and

The parties further agree and acknowledge that any use by the Party of the Second Part, their heirs, legal representatives, successors and assigns, of any portion of Parcel A lying north of said boundary line, is permissive and not hostile to or with any claim of right against the Party of the First Part, their heirs, legal representatives, successors and assigns.





INSERT SCHEDULE A

*WFG National Title Insurance Company*

Title Number: BAL5266S

Page 1

Amended 1/31/2022

**SCHEDULE A DESCRIPTION**

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the vicinity of Mattituck, in the Town of Southold, County of Suffolk and State of New York, being more particularly bounded and described as follows:

BEGINNING at the corner formed by the intersection of the easterly side of Marratooka Road and the southerly side of New Suffolk Avenue;

RUNNING THENCE from said point or place of beginning along the southerly side of New Suffolk Avenue, North 78 degrees 40 minutes 30 seconds East, 997.23 feet to a stone monument and land now or formerly of Doreen E. Evans and Martin P. Evans;

THENCE along said last mentioned land the following two (2) courses and distances:

1. South 03 degrees 46 minutes 30 seconds East along last mentioned land, 181.60 feet;
2. South 69 degrees 36 minutes 50 seconds East, 43.82 feet to the westerly side of Deep Hole Creek;

THENCE the following three (3) tie line courses and distances along the apparent high water mark of Deep Hole Creek:

1. South 23 degrees 18 minutes 04 seconds East, 99.43 feet;
2. South 03 degrees 31 minutes 41 seconds West, 97.78 feet; and
3. South 06 degrees 44 minutes 36 seconds East, 109.47 feet to land now or formerly of Douglas Hirsch and Leslie Hirsch;

THENCE along said last mentioned land the following three (3) courses and distances:

1. South 78 degrees 40 minutes 30 seconds West, 97.20 feet;
2. South 86 degrees 40 minutes 20 seconds West, 55.88 feet to a monument; and
3. South 08 degrees 09 minutes 00 seconds East, 321.41 feet to a concrete monument and land now or formerly of Edward Hanes;

THENCE along said last mentioned land, and along land now or formerly of Henry J. Loeffler and Nancy M. Loeffler, and land now or formerly of Gerard E. Diffley and Karen L. Diffley, South 78 degrees 47 minutes 10 seconds West, 440.77 feet;

THENCE North 71 degrees 39 minutes 20 seconds West, 223.91 feet to the easterly side of Marratooka Road;

*WFG National Title Insurance Company*

Title Number: **BAL5266S**

Page 2

THENCE northerly along the easterly side of Marratooka Road the following two (2) courses and distances:

1. North 24 degrees 38 minutes 30 seconds West, 275.29 feet;
2. North 18 degrees 14 minutes 20 seconds West, 425.18 feet to the point or place of BEGINNING.

SUBJECT to a Right of Way over the subject premises as contained in Liber 1043, Cp. 140, as repeated in Liber 4980, Cp. 548, in Liber 12241, Cp. 322, and in Liber 12700, Cp. 877.

SUBJECT to a Right of Way in favor of Tax Lot 002.000 as contained in Liber 5759, Cp. 305, and repeated in Liber 11974, Cp. 395.



INSERT SCHEDULE B

# Schedule B

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being ~~at~~ at Mattituck, Town of Southold, County of Suffolk and State of New York, more particularly bounded and described as follows:

BEGINNING at a point in the center line of a 20 foot right-of-way running easterly from Marratooka Road, said point being 223.91 feet easterly as measured along the center line of the 20 foot right-of-way from the easterly side of Marratooka Road;

Running thence North 78 degrees 47 minutes 10 seconds East along land of Ruland 280.20 feet to land of Karn;

DIST. 1000 Thence South 4 degrees 03 minutes 40 seconds East along said land 140.48 feet;

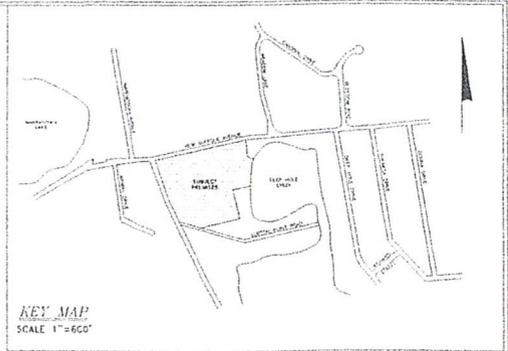
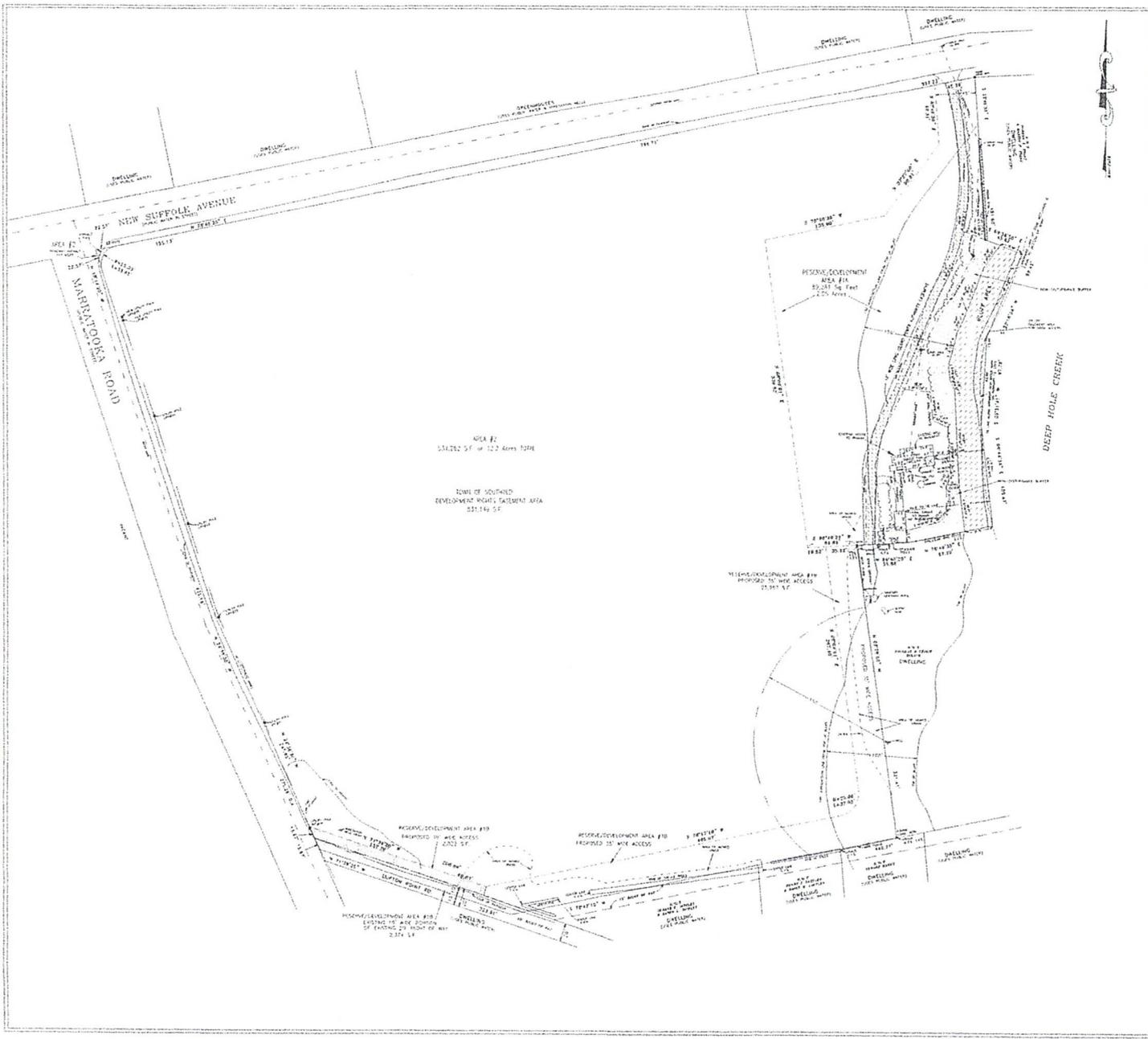
SECT. 115.00 Thence northwesterly along the center line of a 20 foot right-of-way North 73 degrees 28 minutes 50 seconds West 262.15 feet and North 71 degrees 39 minutes 20 seconds West 35.26 feet to the point or place of BEGINNING.

TOGETHER with <sup>and subject to</sup> a right of way over said 20 foot right-of-way from the southeasterly corner of the premises westerly about 520 feet to Marratooka Road. Also with a right-of-way over said 20 foot right-of-way from said southeasterly corner of the premises easterly to Deep Hole Creek. Also with a right-of-way over said 15 foot right-of-way from the northeasterly corner of the premises easterly about 311.70 feet to Deep Hole Creek.

LOT 001.000 BEING AND INTENDED to be the same premises conveyed to the party of the first part by Jules Adriaenssens and Doris Adriaenssens by deed dated August 5, 1977 and recorded in the Office of the Suffolk County Clerk on August 12, 1977 in Liber 8288 at page 103.



INSERT EXHIBIT 1



**SURVEY OF PROPERTY**  
 SITUATE  
 MATTITUCK  
 TOWN OF SOUTHOLD  
 SUFFOLK COUNTY, NEW YORK  
 S.C. TAX No. 1000-115-10-01  
 SCALE 1"=50'

TOTAL LOT AREA = 890,906 SQ. FT. OR 14.94 ACRES  
 (TO THE LINE)

**SITE DATA**

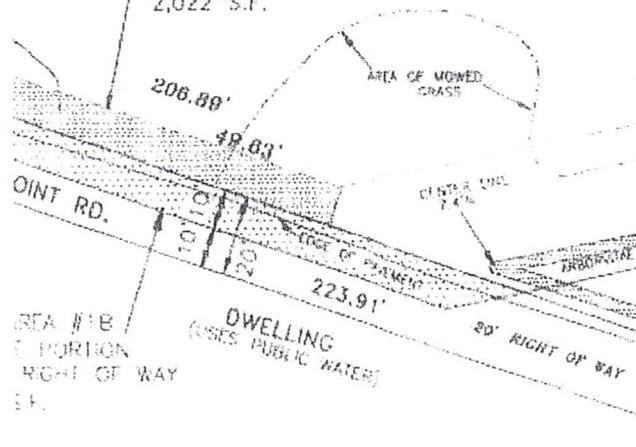
- RESERVE/DEVELOPMENT AREA #1A 19,391 SQ. FT. TOTAL AREA INCLUDES EXISTING 10' WIDE LEAN TOWARD POWER AUTHORITY ACCESS 5,319 SQ. FT.
- RESERVE/DEVELOPMENT AREA #1B 19,391 SQ. FT. TOTAL AREA INCLUDES TOWN OF SOUTHOLD DEVELOPMENT RIGHTS ACROSS 10' WIDE LEAN TOWARD POWER AUTHORITY ACCESS 5,319 SQ. FT.
- RESERVE/DEVELOPMENT AREA #1C 13,363 SQ. FT. TOTAL AREA INCLUDES 10' WIDE ACCESS ALONG (S.74°00'00"-115°-10'-21") 23,267 SQ. FT. INCLUDES 10' WIDE LEAN TOWARD POWER AUTHORITY ACCESS 2,114 SQ. FT. INCLUDES ADDITIONAL 10' ACCESS ALONG LOTLINE PD. 2,222 SQ. FT.

- RECORDED 01-25-22
- RECORDED 01-19-22
- RECORDED 09-12-22
- RECORDED 10-22-21
- RECORDED 11-27-21
- RECORDED 10-12-21
- RECORDED 09-24-21
- RECORDED 07-09-21

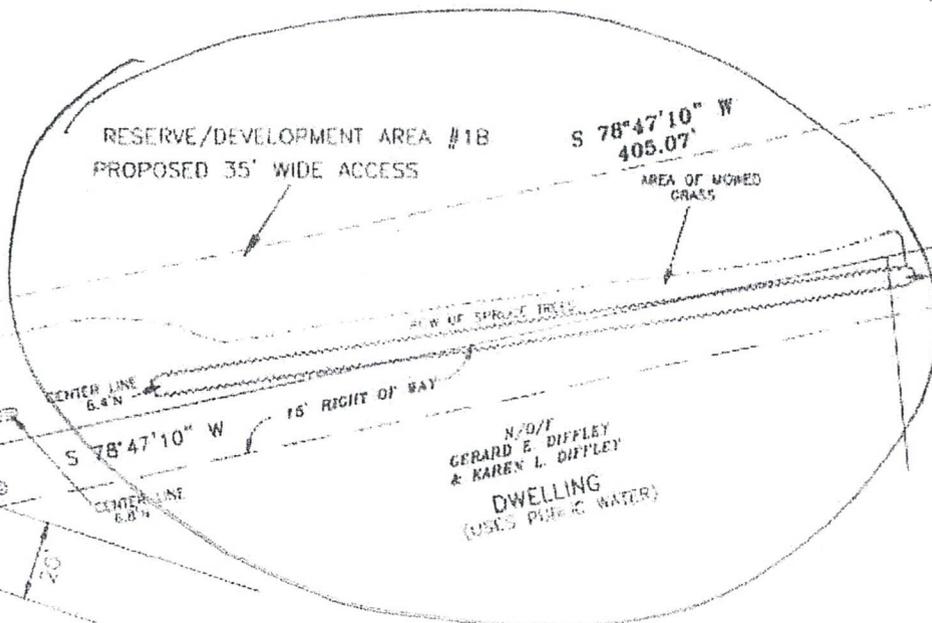
FOR AREA SHOWN, SHALL BE INTERPRETED AND CONSIDERED ACCORDING TO THE TOWN OF SOUTHOLD ZONING ORDINANCES AND ANY ZONING ORDINANCES IN EFFECT AT THE TIME OF THIS SURVEY.

<p>UNWARRANTED ALLOCATION OR VESTING OF THE INTEREST IN A PORTION OR SECTION OF THE LAND OR THE ENTIRETY THEREOF, IN WHOLE OR IN PART, AND THE RIGHTS THEREIN, AND THE RIGHTS OF THE SURVIVORS OF ANY OF THE PARTIES TO THIS SURVEY, SHALL NOT BE CONSIDERED BY ANY COURT OF LAW OR EQUITY, INCLUDING THE COURTS OF THE STATE OF NEW YORK, UNLESS THE SAME ARE FIRST SET FORTH AND TO THE KNOWLEDGE OF THE SURVEYOR, CLEARLY AND NOT AMBIGUOUSLY SET FORTH IN WRITING BY THE PARTIES TO THIS SURVEY, AND THE SURVEYOR HAS BEEN ADVISED OF THE SAME BY THE PARTIES TO THIS SURVEY.</p>	
<p>NAME OF DESCRIBED PROPERTY</p> <p>OWNER OF MATTITUCK</p> <p>TOWN OF SOUTHOLD</p> <p>SUFFOLK COUNTY, NEW YORK</p> <p>DATE 07-14-22</p>	<p>DATE OF RECORDING</p> <p>07-14-22</p> <p>DATE 07-14-22</p> <p>DATE 07-14-22</p>
<p>PREPARED BY</p> <p>KENNETH X. FOSCHUCCI, LAND SURVEYOR, P.E.</p> <p>SUFFOLK COUNTY, NEW YORK</p> <p>115 S. MAIN STREET, SUITE 100</p> <p>PO BOX 115</p> <p>PO BOX 115</p> <p>PO BOX 115</p>	<p>DATE OF RECORDING</p> <p>07-14-22</p> <p>DATE 07-14-22</p> <p>DATE 07-14-22</p>

RESERVE/DEVELOPMENT AREA #1B  
PROPOSED 10' WIDE ACCESS  
2,022 S.F.



RESERVE/DEVELOPMENT AREA #1B  
PROPOSED 35' WIDE ACCESS



S 78°47'10" W  
405.07'

N/O/P  
HENRY J. LOEFLER  
& NANCY M. LOEFLER  
DWELLING  
(USES PUBLIC WATER)

100' JURISDICTION LINE FROM TOP OF BLUFF

24' W ±

R=25.00'  
L=37.93'

FENCE  
1.1' ±

ROW OF TREES

CENTER LINE  
5.7%

CENTER LINE  
6.4%

CENTER LINE  
6.8%

15' RIGHT OF WAY

CENTER LINE  
7.4%

EDGE OF PAVEMENT

20' RIGHT OF WAY

DWELLING  
(USES PUBLIC WATER)

N/O/P  
GERARD E. DUFFLEY  
& KAREN L. DUFFLEY  
DWELLING  
(USES PUBLIC WATER)

AREA #1B  
PORTION  
RIGHT OF WAY  
S.F.



**Peconic Land Trust**  
 296 Hampton Road / PO Box 1776  
 631- 283 - 3195  
 Prepared by: Thomas Corcoran  
 Prepared on: 7/28/2022  
[www.PeconicLandTrust.org](http://www.PeconicLandTrust.org)

<h2 style="margin: 0;">Deep Hole Creek</h2> <h3 style="margin: 0;">Town of Southold, NY</h3>	<p>Location Map</p>	<p>SCTM#: 1000-115-10-1          Acreage: 14.94 Acres</p>
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New Suffolk Ave

0 50 100 200 Feet



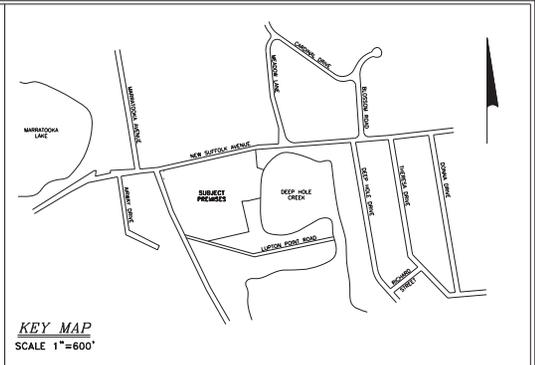
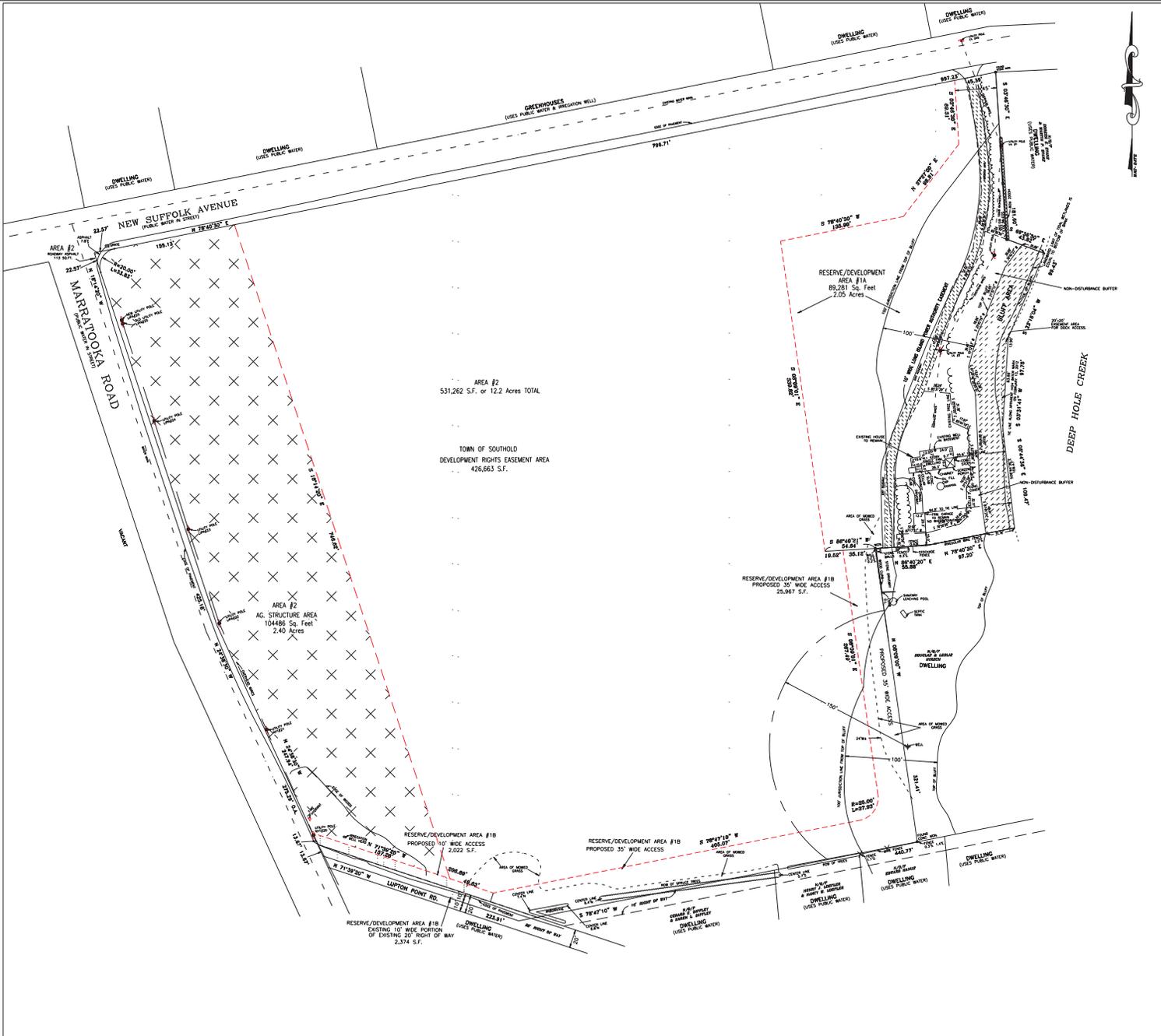
**Peconic Land Trust**

296 Hampton Road / PO Box 1776  
631- 283 - 3195  
Prepared by: James McComb  
Date: April 14, 2021  
[www.PeconicLandTrust.org](http://www.PeconicLandTrust.org)

Deep Hole Creek  
Town of Southold, NY

Aerial

SCTM#: 1000-115-10-1  
Acreage: 14.94  
Aerial Year: 2021



**SURVEY OF PROPERTY**  
*SITUATE*  
**MATTITUCK**  
 TOWN OF SOUTHOLD  
 SUFFOLK COUNTY, NEW YORK  
 S.C. TAX NO. 1000-115-10-01  
 SCALE 1"=50'  
 TOTAL LOT AREA = 650,808 sq. ft. or 14.94 ACRES  
 (TO THE LINE)

**SITE DATA**

RESERVE/DEVELOPMENT AREA #1A: 89,281 S.F. TOTAL AREA  
 INCLUDES EXISTING 10' WIDE LONG ISLAND POWER AUTHORITY ACCESS: 5,319 S.F.

AREA #2: 531,262 S.F. TOTAL AREA  
 INCLUDES TOWN OF SOUTHOLD DEVELOPMENT RIGHTS AREA: 531,149 S.F.  
 INCLUDES PROPOSED AG STRUCTURE AREA: 104,486 S.F.  
 INCLUDES ROADWAY ASPHALT: 113 S.F.

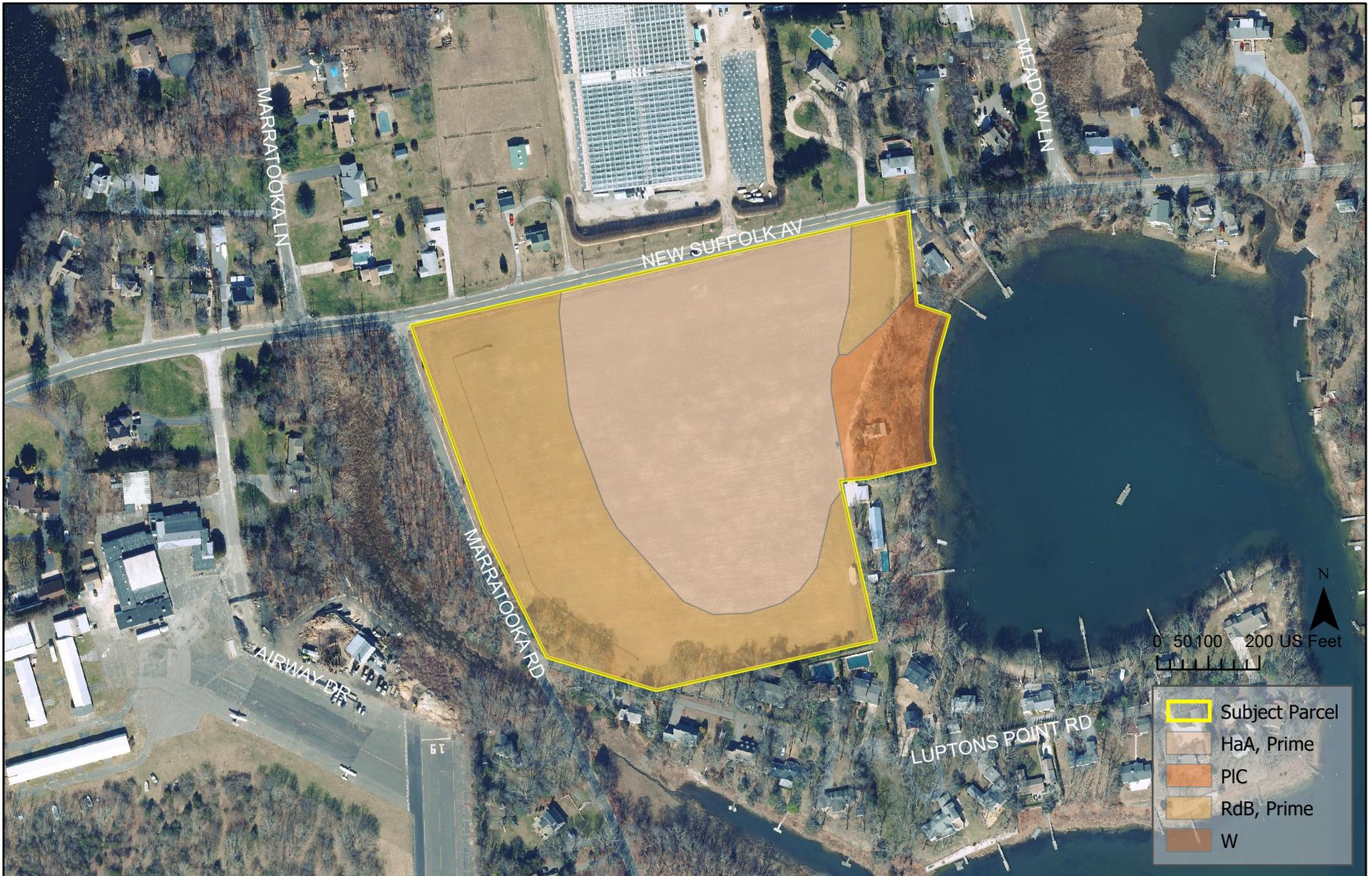
RESERVED DEVELOPMENT AREA #1B: 30,363 S.F. TOTAL AREA  
 INCLUDES 35' WIDE ACCESS ALONG (SECTION 1000-115-10-2): 25,967 S.F.  
 INCLUDES 10' WIDE LUPTON POINT RD. ACCESS: 2,374 S.F.  
 INCLUDES ADDITIONAL 10' ACCESS ALONG LUPTON RD.: 2,022 S.F.

REVISED 01-25-22  
 REVISED 01-19-22  
 REVISED 01-12-22  
 REVISED 12-22-21  
 REVISED 11-27-21  
 UPDATE 10-12-21  
 REVISED 09-24-21  
 REVISED 09-09-21

THE WATER SUPPLY, WELLS, DRIVELINES AND CESSPOOL LOCATIONS SHOWN ARE FROM FIELD OBSERVATIONS AND OR DATA OBTAINED FROM RECORDS.

UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY IS A VIOLATION OF SECTION 7209 OF THE NEW YORK STATE EDUCATION LAW. COPIES OF THIS SURVEY MAY NOT BE MADE FOR ANY PURPOSES UNLESS THEY ARE MADE BY THE SURVEYOR OR HIS DELEGATED ASSISTANT. GUARANTEES HEREON SHALL RUN ONLY TO THE PERSON FOR WHOM THE SURVEY IS PREPARED AND ON HIS BEHALF TO THE TITLE COMPANY, GOVERNMENT AGENCY AND LENDING INSTITUTION CITED HEREON, AND TO THE EXTENT OF THE LENDING INSTITUTION'S GUARANTEES ARE NOT TRANSFERABLE. THE OFFICE OR UNDERSIGNED SHOWS HEREON THE PROPERTY LINES TO THE STRUCTURES ARE FOR A SPECIFIC PURPOSE AND USE. THEREFORE, THEY ARE NOT INTENDED TO REPRESENT THE PROPERTY LINES OR TO GUIDE THE ERECTION OF FENCES, ADDITIONAL STRUCTURES OR OTHER IMPROVEMENTS. CLAIMANTS AND/OR SURFACE STRUCTURES RECORDED OR UNRECORDED ARE NOT GUARANTEED UNLESS PHYSICALLY EVIDENT ON THE PREMISES AT THE TIME OF SURVEY.

SURVEY OF DESCRIBED PROPERTY	CERTIFIED TO: ECONOMIC LAND TRUST;
SITUATE AT: MATTITUCK	TOWN OF SOUTHOLD;
TOWN OF SOUTHOLD	BRIDGE ABSTRACT LLC;
SUFFOLK COUNTY, NEW YORK	
FILE #14-62 SCALE: 1"=50' DATE: JUNE 30, 2014	<b>KENNETH M. WOJCIUK LAND SURVEYING, PLLC</b> Professional Land Surveying and Engineering P.O. Box 158 Aqueduct, New York 11901 PHONE 609-898-1166 FAX 609-898-1168 Notwithstanding the records of Robert A. Sweeney & Kenneth B. Wojciuk



**Peconic Land Trust**  
 296 Hampton Road / PO Box 1776  
 631- 283 - 3195  
 Prepared by: James McComb  
[www.PeconicLandTrust.org](http://www.PeconicLandTrust.org)

**Deep Hole Creek  
 Town of Southold**

**Soils**

SCTM# 1000-115-10-1  
 Acres: 14.94

## DEFINITION OF TERMS

**Production of Foods:** The cultivation, growing, raising, and/or production of Food and Food Products, including but not limited to row crops for consumption as food by livestock for either direct consumption, such as beef cattle, or indirect consumption, such as dairy cows for the production of milk and milk products or chickens for the production of eggs. The cultivation, growing, raising, or production of row crops for consumption as food by livestock that is not used for either direct or indirect food consumption, such as horses, is not within the meaning of Food Production.

**Sustainable Agricultural Practices:** Integrated system of plant and animal production practices having a site-specific application that will, over the long term: satisfy human food and fiber needs; enhance environmental quality and the natural resource base upon which the agricultural economy depends; make the most efficient use of nonrenewable resources and on-farm resources and integrate, where appropriate, natural biological cycles and controls; sustain the economic viability of farm operations; and enhance the quality of life for farmers and society as a whole (USDA, 2007: <http://www.nal.usda.gov/afsic/pubs/terms/srb9902.shtml>).