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May 14, 2015

Town of Dover Planning Board  
126 East Duncan Hill Road  
Dover Plains, NY 12522

Re: Fraser Conservation/ Chippawalla Lot Line Change Right of Way

Dear Chairman Wylock and Planning Board Members,

As a follow up to the last planning board meeting I am submitting for your review the following documents.

Attached is the deed from the New York City Mission Society to Chippawalla Properties Inc., Document 02-2008-3833. The four parcels described in the deed comprise the 170 acres, Tax Id No. 7060-00-199931-00, which is the property involved with the Lot Line Change Application before you. On page 4, the second parcel of land described **"grant and convey to the parties of the second part, their heirs and assigns forever all the right title and interest they have in a certain right of way to and from the foregoing premises as described in .... Deed dated May 4<sup>th</sup> ...Liber 68 of Deeds at page 522 and 523.** I have attached a copy of that deed that further describes the right of way. It is an old handwritten deed and it is hard to read, but on page 523 it describes persons **"to have free and immediate passage to the highway"** among other rights described. To complement the time frame of this old deed I am also attaching a portion of a re-published census map of the town of Dover originally dated 1867. On this map it shows the old road that was used for access to these wood lots, leading from Dover Furnace Road to the subject property.

In conclusion, we think that we have demonstrated that a right of way does exist to the subject property involved with the Lot Line Change Application and that the application should be able to proceed as proposed.

We look forward to discussing this at the next planning board meeting.

Sincerely,

A handwritten signature in black ink, appearing to be 'Brian Houston', written in a cursive style.

Brian Houston L.S.

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**BARGAIN AND SALE DEED WITH COVENANTS AGAINST GRANTORS  
ACTS**

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THIS DEED is made and entered into as of the 17<sup>th</sup> day of June, 2008 by New York City Mission Society a New York not for profit corporation whose mailing address is 105 East 22<sup>nd</sup> Street, New York (the "Grantor"), to Chippawalla Properties, Inc , a domestic corporation, whose mailing address is c/o James Muncey, 344 Lake Ellis Road, Wingdale, NY 12594 ("Grantee")

GRANTOR, for and in consideration of Ten and No/100 Dollars (\$10 00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and release unto Grantee, the heirs or successors and assigns of Grantee forever

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, if any, situate lying and being in Dover Plains, New York,, County of Dutchess , State of New York, as more particularly described on Schedule A attached hereto and by this reference made a part hereof (the "Real Property")

TOGETHER WITH all right, title and interest, if any, of Grantor in and to any streets and roads abutting the above described Real Property to the center lines thereof,

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

TO HAVE AND TO HOLD the Real Property unto the Grantee, the heirs or successors and assigns of Grantee, forever.

And the party of the first part, covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid

AND Grantor, in compliance with Section 13 of the Lien Law, covenants that Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose

Wherever used herein, the terms "Grantor" and "Grantee" shall include all of the parties to this instrument and their respective successors and assigns.

**FIRST AMERICAN TITLE INSURANCE COMPANY OF NEW YORK**

PA-9962/756D-03127

**SCHEDULE A**

ALL those certain four pieces of land situate in the Town of Dover, County of Dutchess and State of New York bounded and described as follows

The first piece begins in the line between great lots No 10 and No. 11 at a stake and stones and running from thence North 88 degrees 15' East 24 chains 86 links to Pelitiah Ward's lands (now deceased) and now in possession of Henry Ward; thence South 8 degrees West 14 chains 41 links to a walnut tree marked; thence South 12 degrees 10' East 6 chains 14 links to a butternut tree marked; thence South 13 chains 46 links to Alanson Brown's line, thence South 88 degrees 15' West 26 chains 66 links; thence North 33 chains 54 links to the place of beginning. Containing 81 acres 2 roods and 23 perches of land be the same more or less

ALSO ONE other piece beginning on said lot line and runs thence South 20 chains; thence North 84 degrees West 24 chains 72 links to Job Foss line; thence North 20 degrees 30' East 18 chains 9 links to the lot line, thence with said line North 88 degrees 15' East 18 chains 16 links to the place of beginning. Containing 39 acres 3 roods 6 perches of land more or less, and the parties of the first part grant and convey to the parties of the second part, their heirs and assigns forever all the right, title and interest they have in and to a certain right of way to and from the foregoing premises as described in a certain deed made by William S. Cutler to Calvin Cutler, dated May 4<sup>th</sup>, 1840, and recorded in the Dutchess County Clerk's Office in Liber 68 of deeds, pages 522 and 523, to which said deed, reference is hereby made.

EASEMENT



THE THIRD PIECE or parcel is situate in said Town of Dover, and is bounded and described as follows. BEGINNING at the southwest corner of a piece of land now in the possession of William Cutler and

PAGE 4 OF DEED

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running thence North 88 degrees 15' East 50 chains and 6 links to the east line of the French lease, thence south 4 chains 66 links thence West 5 chains 80 links; thence South 4 degrees 74 links to the northeast corner of Absalom Vincent's land; thence South 88 degrees 15 minutes West 44 chains 26 links to the west line of the French lease; thence North 9 chains and 40 links to the place of beginning Containing 38 acres 3 roods 16 perches of land more or less

THE FOURTH PIECE is bounded and described as follows: BEGINNING at a stake standing in the line of the French and Sprague leases, 20 chains south of the lot line and running from thence North 84 degrees West along lands now in the possession of Calvin Cutler to lands of William A. White; thence southerly along land of said White to land deeded to Absalom Vincent's line to the land of Calvin Cutler; thence along said Cutler's line to the place of beginning. Containing 8 acres of land be the same more or less.

