

HARRY J. BLY LS
(1935-2008)

PO BOX 629
9 ELM DRIVE
MILLBROOK, NY 12545



BRIAN M. HOUSTON L.S.
TEL: (845) 677-5619
EMAIL: blyandhouston@aol.com

Town of Washington Planning Board
11 Reservoir Drive
Millbrook, NY 12545

September 23, 2024

Dear Planning Board Members

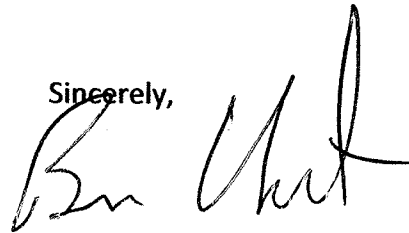
In response to AKRF's review letter dated August 30, 2024 I offer the following.

Comments:

1. In order to provide better driveway access to Lot 3 & 7, fix the Swart driveway encroachment on Lot 2 and to fix the portion of the parking area located on Lot 9 which encroaches onto parcel #315539, it will require a series of 8 lot line changes to accomplish this. It takes this many to ensure that we are not increasing any pre-existing non-conforming aspects of the approved subdivision lots. See the area summary table placed on the map.
2. Discussed at meeting
3. The Swart deed has been submitted as well as the owners' endorsement.
4. Lot 8 is part of the application, see area summary table.
5. Parcel 249489, Lot 5, is not part of the application.
6. The signature blocks were added to map.
7. Discussed at meeting.
8. Discussed at meeting.
9. The Swart property size will not change because of the equal area lot line change proposed between Swart and Ciferri.
10. The buildings for Lot 9 and the property located 52-54 County House Road have been added and setback distances to proposed boundary lines have been shown.

11. Lot 8 will continue to have an easement over the access area to now lot 3, former lot 7, driveway, note added to map. The easement for Lot 9 over the now lot 3 driveway access area was placed in the deed by error and will be taken out of the deed upon conveyance of the lot.
12. Discussed at meeting
13. Discussed at meeting
14. We will obtain permission to file signature prior to chair signature.
15. Discussed at meeting

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Houston". The signature is written in a cursive style with a large, prominent initial "B".

Brian Houston L.S.

13 60.-
Asst 130.-

BARGAIN AND SALE DEED WITH COVENANTS AGAINST GRANTORS ACTS

DEED

THIS INDENTURE, made the 6th day of July, 2016, BETWEEN

LEROY H. SWART, JR. and MARY LYNN SWART, residing at 19 Maple Hill Drive, Millbrook, New York 12545, as party of the first part, and ✓

JODY SWART, as Trustee of The SWART Irrevocable Trust dated July 6th, 2016, using, for purposes of said trust, the address of 19 Maple Hill Drive, Millbrook, New York 12545, as party of the second part,

WITNESSETH, that the party of the first part, in consideration of TEN DOLLARS and other good and valuable consideration paid by the party of the second part, the receipt and adequacy of which is hereby acknowledged, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece, or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Washington, County of Dutchess, and State of New York, more particularly bounded and described as is set forth on Schedule "A" annexed hereto. ✓

TOGETHER WITH all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER WITH the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part 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 the party of the first, in compliance with Section 13 of Lien Law, covenants that the party of the first part 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. The word "party" shall be construed as if it reads "parties" whenever the sense of the indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN THE PRESENCE OF:

Leroy H. Swart, Jr.
Leroy H. Swart, Jr.
Mary Lynn Swart
Mary Lynn Swart

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SCHEDULE A

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

BEGINNING at a point on the easterly side of Maple Hill Drive where the same is intersected by the northerly line of lands now or formerly of Finger; running thence along Maple Hill Drive North 30° 25' east 100.00 feet to a point of curve, running thence northerly and easterly on a curve to the right having a radius of 60 feet a distance of 125.84 feet to a point on the westerly side of Sherwood Road and lands now or formerly of Brown; running thence along said lands of Brown South 29° 32' 10" West 140.56 feet to lands now or formerly of Finger; running thence along the same North 66° 35' West 93 feet to the point or place of beginning.

Being the same premises conveyed by LOUIS F. LABRINOS, to LEROY H. SWART, JR. and MARY LYNN SWART, by deed dated March 23rd, 1979, and recorded in the office of the Dutchess County Clerk in Liber 1504 of Deeds, Page 569.

The premises are not in an agricultural district and are entirely owned by the transferors.

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