



OTSEGO COUNTY – STATE OF NEW YORK  
 KATHY SINNOTT GARDNER, COUNTY CLERK  
 197 MAIN STREET, COOPERSTOWN, NY 13326-1128

COUNTY CLERK'S RECORDING PAGE  
 \*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: 2021-7249  
 Receipt#: 2021367256  
 Clerk: JP  
 Rec Date: 12/28/2021 02:42:43 PM  
 Doc Grp: RP  
 Descrip: DEED  
 Num Pgs: 3  
 Rec'd Frm: FREDERICK R XLANDER ESQ

Party1: DUNN MICHAEL  
 Party2: DARRELL KATSCH AND RICHARD  
 LOFTUS REVOCABLE TRUST  
 Town: OTSEGO  
 114.00-1-38.22

Recording:  
 Cover Page 5.00  
 Recording Fee 30.00  
 Cultural Ed 14.25  
 Records Management - Coun 1.00  
 Records Management - Stat 4.75  
 TP584 5.00  
 Notice of Transfer of Sal 10.00  
 RP5217 Residential/Agricu 116.00  
 RP5217 - County 9.00

Sub Total: 195.00

Transfer Tax 3462.00  
 Transfer Tax

Sub Total: 3462.00

Total: 3657.00

\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: 1114  
 Transfer Tax  
 Consideration: 865500.00

Transfer Tax 3462.00

Total: 3462.00

Record and Return To:

FREDERICK R XLANDER ESQ  
 189 MAIN STREET  
 SUITE 102  
 ONEONTA NY 13820

I hereby certify that the within and foregoing  
 was recorded in the Otsego County Clerk's  
 Office.

Kathleen Sinnott Gardner

*Warranty Deed*

*THIS INDENTURE*, made the 14<sup>th</sup> day of October 2021

MICHAEL DUNN, KATHERIN KENREICH-DUNN and PATRICK DUNN, of 211 Day Road, Fly Creek, New York 13337

party of the first part; and

DARRELL KATSCH and RICHARD LOFTUS, as Trustees of the Darrell Katsch and Richard Loftus Revocable Trust, with a place of business at 26 Eagle Street, Cooperstown, New York 13326

of the second part, and

*WITNESSETH, that the party of the first part, in consideration of \$1.00 Dollar paid by the party of the second part, 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 PIECE OR PARCEL OF LAND SITUATE IN THE TOWN OF OTSEGO, COUNTY OF OTSEGO AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE FOUR FEET HIGH MARKING THE SOUTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OF HELMUT AND CHARLOTTE BUSSMANN (977-34, REF. FILED MAP NO. 4884); AND COMMENCING FROM SAID POINT OF BEGINNING AND RUNNING FIRST ALONG THE LANDS OF SAID BUSSMANN AND THENCE ALONG LANDS NOW OR FORMERLY OF NORMAN AND KAREN JOHANNESSEN (954-39), RUNNING PARTLY ALONG OR NEAR A WIRE FENCE, S 67-5025 E, 304.67 FEET TO AN IRON PIPE IN A STONE WALL ON THE LINE OF LANDS NOW OR FORMERLY OF DONABETH KIMMERER (817-100); THENCE TURNING AND RUNNING ALONG THE LANDS OF SAID KIMMERER, RUNNING PARTLY ALONG OR NEAR INTERMITTENT WALL AND RUBBLE, A 08-28-04 W, 602.35 FEET TO A POINT IN THE CENTER LINE OF DAY ROAD; THENCE TURNING AND RUNNING ALONG THE CENTER LINE OF DAY ROAD THE FOLLOWING COURSES:

- 1. S 64-11-27 W, 272.61 FEET;
- 2. CURVE RIGHT, RADIUS 706.20 FEET, LENGTH 339.75 FEET;
- 3. N 88-14-39 W, 246.62 FEET TO A POINT IN THE CENTER LINE OF DAY ROAD;

THENCE TURNING AND RUNNING THROUGH THE LANDS OF THE GRANTORS THE FOLLOWING COURSES:

- 1. N 16-23-03 E, 681.20 FEET;
- 2. N 89-42-50 W, 378.42 FEET;
- 3. N 22-17-55 W, 397.76 FEET;
- 4. N 29-10-06 E, 464.84 FEET;
- 5. N 02-57-36 W, 155.54 FEET;
- 6. N 44-19-59 E, 140.98 FEET TO A POINT ON THE LINE OF LANDS NOW OR FORMERLY OF ROBERT AND GRACE SCHROPP (698-269); THENCE TURNING AND RUNNING ALONG THE LANDS OF SAID SCHROPP, S 45-40-01 E, 896.52 FEET TO A POINT ON THE LINE OF SAID BUSSMANN, SAID POINT BEING N. 02-12-33 W, 2.02 FEET FROM AN IRON PIN IN THE GROUND; THENCE TURNING AND RUNNING ALONG THE LANDS OF SAID BUSSMANN, AND PASSING OVER THE LAST MENTIONED IRON PIPE, S. 02-12\*33 E, 167.147 FEET TO THE POINT OF BEGINNING, CONTAINING 26.653 ACRES.

Being the same premises conveyed by Michael Dunn and Katherin Kenreich-Dunn to Michael Dunn, Katherin Kenreich-Dunn and Patrick Dunn by Quit Claim Deed dated August 28, 2017 and recorded in the Otsego County Clerk's Office on September 12, 2017 as Instrument Number 2017-4370.

**TOGETHER**, with all right, title and interest, if any, 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, their heirs or successors and assigns of the party of the second part forever.*

*AND, the party of the first part covenants as follows:*

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**2021-7249**  
12/28/2021 02:42:43 PM  
3 Pages  
DEED

SECOND, That the party of the first part will forever Warrant the title to said premises.

THIRD, the party of the first part, in compliance with Section 13 of the 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 read "parties" whenever the sense of this indenture so requires.

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

*Michael Dunn*

Michael Dunn

*Katherin Kenreich-Dunn*

Katherin Kenreich-Dunn

*Patrick Dunn*

Patrick Dunn

STATE OF New York :  
COUNTY OF Suffolk : ss

On the 12<sup>th</sup> day of Oct 2021, before me the undersigned, personally appeared, **Michael Dunn** 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/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

*Melissa C. Lopez*

State of New York Notary Public

Commission Exp. Aug 30, 2024

MELISSA C. LOPEZ  
Notary Public, State of New York  
No. 01LO6115170  
Qualified in Suffolk County  
Commission Expires August 30, 2024

STATE OF New York :  
COUNTY OF Suffolk : ss

On the 14 day of October 2021, before me the undersigned, personally appeared, **Katherin Kenreich-Dunn** 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/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Amanda L. Rifanburg  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01TE6386959  
Qualified in Otsego County  
Commission Expires February 4, 2023

*Amanda Rifanburg*  
State of New York Notary Public  
Commission Exp. 02/03

STATE OF New York :  
COUNTY OF Suffolk : ss

On the 12<sup>th</sup> day of Oct 2021, before me the undersigned, personally appeared, **Patrick Dunn** 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/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

*Melissa C. Lopez*

State of New York Notary Public

Commission Exp. Aug 30, 2024

MELISSA C. LOPEZ  
Notary Public, State of New York  
No. 01LO6115170  
Qualified in Suffolk County  
Commission Expires August 30, 2024



OTSEGO COUNTY – STATE OF NEW YORK  
KATHY SINNOTT GARDNER, COUNTY CLERK  
197 MAIN STREET, COOPERSTOWN, NY 13326-1128

COUNTY CLERK'S RECORDING PAGE  
\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



INSTRUMENT #: 2017-4370

Receipt#: 2017288618  
Clerk: TB  
Rec Date: 09/12/2017 01:50:39 PM  
Doc Grp: RP  
Descrip: DEED  
Num Pgs: 5  
Rec'd Frm: RYAN MIOSEK

Party1: DUNN MICHAEL  
Party2: DUNN MICHAEL  
Town: OTSEGO

Recording:

Cover Page	5.00
Recording Fee	35.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
RP5217 - County	9.00
RP5217 All others - State	241.00

Sub Total: 315.00

Transfer Tax  
Transfer Tax 0.00

Sub Total: 0.00

Total: 315.00

\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*

Transfer Tax #: 322

Transfer Tax

Consideration: 0.00

Total: 0.00

I hereby certify that the within and foregoing  
was recorded in the Otsego County Clerk's  
Office.

Record and Return To:

RYAN MIOSEK  
29 PIONEER STREET  
PO BOX 1290  
COOPERSTOWN NY 13326

Kathleen Sinnott Gardner

## QUITCLAIM DEED

*THIS INDENTURE*, made the 28 day of August 2017,

between **MICHAEL DUNN and KATHERIN KENREICH-DUNN**, husband and wife , as tenants by the entirety, residing at 10 Emerson Ct., Hampton Bays, New York 11946,

parties of the first part, and

**MICHAEL DUNN and KATHERIN KENREICH-DUNN**, husband and wife , as tenants by the entirety, residing at 10 Emerson Ct., Hampton Bays, New York 11946 and **PATRICK DUNN** of, 3 Hildreth Road East, Hampton Bays, New York 11946,

parties of the second part,

*WITNESSETH*, that the party of the first part, in consideration of ---ONE--- (\$1.00) Dollar, lawful money of the United States, paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

SEE SCHEDULE "A" ATTACHED HERETO

Being the same premises conveyed by Warranty Deed from James R. Dean and Eileen J. Dean, to Michael Dunn and Katherin Kenreich-Dunn, as husband and wife as tenants by the entirety, by Deed dated December 15, 2016 and recorded in the Otsego County Clerk's Office on December 21, 2016 as Instrument Number 2016-6373.

*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, in compliance with Section 13 of the 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 costs 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 read "parties" whenever the sense of this indenture so requires.

2017288618	<b>2017-4370</b> 09/12/2017 01:50:39 PM 5 Pages DEED
Kathy Sinnott Gardner, Otsego County Clerk	Clerk: TB

SCHEDULE "A"  
PROPERTY DESCRIPTION

Dean to Dunn  
Page 1 of 2

"ALL that certain piece or parcel of land situate in the Town of Otsego, County of Otsego and State of New York, bounded and described as follows:

"Beginning at an iron pipe four feet high marking the Southwesterly corner of lands now or formerly of Helmut and Charlotte Bussmann (977-34, Ref. Filed Map No.4884); and commencing from said point of beginning and running first along the lands of said Bussmann and thence along lands now or formerly of Norman and Karen Johannesen (954-39), running partly along or near a wire fence, S 67-50-25 E, 304.67 feet to an iron pipe in a stone wall on the line of lands now or formerly of Donabeth Kimmerer (817-100); thence turning and running along the lands of said Kimmerer, running partly along or near intermittent wall and rubble, S 08-28-04 W, 602.35 feet to a point in the center line of Day Road; thence turning and running along the center line of Day Road the following courses:

1. S 64-11-27 W, 272.61 feet;
2. Curve Right, Radius 706.20 feet, Length 339.75 feet;
3. N 88-14-39 W, 246.62 feet to a point in the center line of Day Road; thence turning and running through the lands of the grantors the following courses:

1. N 16-23-03 E, 681.20 feet;
2. N 89-42-50 W, 378.42 feet;
3. N 22-17-55 W, 397.76 feet;
4. N 29-10-06 E, 464.84 feet;
5. N 02-57-36 W, 155.54 feet;
6. N 44-19-59 E, 140.98 feet to a point on the line of lands now or formerly of Robert and Grace Schropp (698-269); thence turning and running along the lands of said Schropp, S 45-40-01 E, 896.52 feet to a point on the line of said Bussmann, said point being N 02-12-33 W, 2.02 feet from an iron pipe in the ground; thence turning and running along the lands of said Bussmann, and passing over the last mentioned iron pipe, S 02-12-33 E, 167.17 feet to the point of beginning, containing 26.653 acres, and being shown upon a survey map prepared for the grantors, prepared by Ronald R. Mullenix, PLS, dated December 9, 2002, revised March, 2003 and intended to be recorded simultaneously herewith.

"SUBJECT to the following conditions, covenants, and restrictions:

1. There shall be no temporary or permanent buildings, structures, visual obstructions, naturally occurring or planted trees or shrubs in that portion of the premises conveyed which lie in "no build zone". Said no build zone is described as follows: Beginning at a point, said point being S 51-00-17 W, 616.90 feet from an iron pipe four feet high marking the Southwesterly corner of lands now or formerly of Helmut and Charlotte Bussmann (977-34, Ref. Filed Map No.4884); and commencing from said point of beginning and running the following courses:

1. N 89-42-50 W, 435.20 feet;
2. N 22-17-55 W, 240.00 feet;
3. N 07-53-30 E, 298.29 feet;
4. N 29-10-06 E, 464.84 feet;
5. S 47-19-03 E, 51.93 feet;
6. S 29-25-04 E, 50.61 feet;
7. S 07-05-16 E, 51.08 feet;
8. S 31-28-02 E, 42.03 feet;
9. S 78-57-51 E, 54.70 feet;
10. S 85-00-01 E, 108.48 feet;
11. S 29-33-43 E, 62.70 feet;
12. S 59-58-45 E, 58.73 feet;
13. S 63-25-22 E, 67.59 feet;
14. S 24-28-08 W, 94.45 feet;
15. S 07-47-26 W, 393.55 feet;
16. S 16-23-03 W, 156.12 feet to the point of beginning, containing 9.596 acres.

2. All utilities must be underground including along Day Road.

3. No junk, junk cars, junk yards or inoperable vehicles shall be abandoned, stored or permitted to remain upon the premises except that unregistered vehicles as provided in four below shall be allowed.

4. No mobile home, trailer or temporary shelter shall be permitted on the premises. This shall not include a modular or pre-fabricated building. A travel trailer or recreational vehicle may be stored on the premises, but may not be used as a residence.
5. No garbage dump, auto graveyard or salvage operation shall be permitted on the premises.
6. No signs of any character shall be permitted except the customary signs for posting against trespassers and a sign of not more than two (2) feet square by four (4) feet of a wooden construction advertising a professional office, name and address. All signs shall be non-electric and shall not be inconsistent with the character of the neighborhood.
7. No livestock or livestock barns shall be allowed.
8. Use of the premises shall be limited to residential or a professional office. The municipality shall have the right to enforce this or any other restriction contained in this deed.
9. No heavy equipment or trucks other than pick-ups shall be stored on the premises except incidentally to ongoing work.
10. Title to the premises shall not pass except by deed containing these covenants. It is expressly agreed, moreover, that the covenants and restrictions shall run with the land in favor of both parties, their successors and assigns, and these covenants being made for the benefit of both parties, their grantees, successors, and assigns shall have full right to the benefits, covenants and restrictions, and shall be authorized to enforce, in their own rights and names, respectively, all remedies afforded by law, whereby they might enforce the covenants and restrictions, or prevent infractions of them, or may recover all lawful damages suffered by them by reason of such infraction and agree to reimburse those enforcing them for their actual costs including but not limited to attorneys fees.

"BEING a portion of the premises conveyed from Gerald E. Day and Joan E. Day to John Kosmer and Linda Kosmer, husband and wife as tenants by the entirety, together as tenants in common with James R. Dean and Eileen J. Dean, husband and wife as tenants by the entirety by Warranty Deed dated February 24, 2003 and recorded on February 25, 2003 in Liber 997 of Deeds at Page 247?"

BEING the same premises conveyed by Warranty Deed from to John Kosmer and Linda Kosmer and James R. Dean and Eileen J. Dean to James R. Dean and Eileen J. Dean, dated March 27, 2003 and recorded in the Otsego County Clerk's Office on March 31, 2003 in Liber 1001 of Deeds at Page 5.

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

*Michael Dunn*  
Michael Dunn

*Katherin Kenreich-Dunn*  
Katherin Kenreich-Dunn

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

On the 28 day of August in the year 2017, before me, the undersigned, personally appeared **Michael Dunn**, 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 they executed the same in their capacity(ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

*Deborah Dansker Rossi*  
Notary Public, State of New York  
Commission expires 1/13/2019



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

On the 28 day of August in the year 2017, before me, the undersigned, personally appeared **Katherin Kenreich-Dunn**, 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 they executed the same in their capacity(ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

*Deborah Dansker Rossi*  
Notary Public, State of New York  
Commission expires 1/13/2019

