

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

-----X
R. DONAHUE PEEBLES and KATRINA L. PEEBLES,

Plaintiffs,

-against-

KRISTEN L. NILSEN a/k/a KRISTIN L. NILSEN,

Defendant.

: Index No.
:
: Date Purchased: June 3, 2015
:
: Plaintiff(s) designate(s)
: SUFFOLK
: County as the place of trial.
:
: **SUMMONS**
:
: The basis of the venue is
: Location of subject real property
:
: Plaintiffs' address is:
: 1100 Brick Kiln Road
: Sag Harbor, NY 11963
: County of Suffolk
:
X

To the above named Defendant(s)

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiffs' Attorney(s) within 20 days after the service of this summons, exclusive of the date of service (or within 30 days after the service is complete if this summons, is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Riverhead, New York
June 3, 2015

TWOMEY, LATHAM, SHEA, KELLEY,
DUBIN & QUARTARARO, LLP

By: 

Kathryn Dalli, Esq.

Attorneys for Plaintiffs

33 West Second Street

P.O. Box 9398

Riverhead, New York 11901

(631) 727-2180

Defendant's Addresses:

1134 Brick Kiln Road
Sag Harbor, New York 11963

and

1132 Brick Kiln Road
Sag Harbor, New York 11963

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

-----X		
R. DONAHUE PEEBLES and KATRINA L. PEEBLES,	:	
	:	
Plaintiffs,	:	Index No.
	:	
-against-	:	VERIFIED
	:	<u>COMPLAINT</u>
KRISTEN L. NILSEN a/k/a KRISTIN L. NILSEN,	:	
	:	
Defendant.	:	
	:	
-----		X

Plaintiffs, R. Donahue Peebles and Katrina L. Peebles, by their attorneys, Twomey, Latham, Shea, Kelley, Dubin & Quartararo, LLP, as and for their Complaint against the defendant, allege as follows:

THE PARTIES

1. Plaintiffs, R. Donahue Peebles and Katrina L. Peebles (collectively, "Plaintiffs" or the "Peebles"), are husband and wife and are the owners of real property located at 1100 Brick Kiln Road, Sag Harbor, New York, and designated as SCTM# 900-24-4-8.1 (the "Plaintiffs' Property").

2. Upon information and belief, the defendant, Kristen L. Nilsen a/k/a Kristin L. Nilsen ("Defendant"), is the current owner of property located at 1134 Brick Kiln Road, Sag Harbor, New York, and designated as SCTM# 900-24-4-9.2 (the "Defendant's Property").

VENUE

3. This action is brought pursuant to N.Y. Real Property Actions and Proceedings Law Article 15 to compel the determination of claims to the real property described herein, and for the Defendant's trespass upon and destruction of Plaintiffs' Property.

4. Venue is proper pursuant to CPLR § 507 in that the subject property is situate within the County of Suffolk.

BACKGROUND FACTS

5. Defendant's Property and Plaintiffs' Property are contiguous to and adjoin the other and share a common boundary line, to wit: the eastern property line of the Plaintiffs' Property and the western property line of the Defendant's Property.

6. Plaintiffs purchased the Plaintiffs' Property from Amy and Todd Hase on March 1, 2007. A copy of the deed showing the transfer of fee ownership of the Property from the Hases to the Plaintiffs on March 1, 2007 is annexed hereto and made a part hereof as Exhibit "A". The deed was recorded in the Office of the Suffolk County Clerk on March 19, 2007 in Liber D00012497, Page 016.

7. The Hases had a final survey of the Property prepared upon completion of construction by licensed land surveyors, Squires, Holden Weisenbacher & Smith, last updated September 5, 2002 (the "2002 Survey"). A copy of the 2002 Survey is annexed hereto and made a part hereof as Exhibit "B".

8. Just prior to the purchase of the Property, the Plaintiffs obtained a new survey of the Property by licensed land surveyor F. Michael Hemmer dated February 8, 2007 (the "2007 Survey"). A copy of the 2007 Survey is annexed hereto and made a part hereof as Exhibit "C".

9. Neither the 2002 Survey nor the 2007 Survey depicts any encroachment into the Plaintiffs' Property boundary lines.

10. Recently, Plaintiffs requested that F. Michael Hemmer update the 2007 Survey for the purposes of erecting a fence along their eastern boundary line, among other reasons. The updated survey is dated April 28, 2015 (the "2015 Survey"). A copy of the 2015 Survey is

annexed hereto and made a part hereof as Exhibit "D".

11. The 2015 Survey depicts that the Defendant cleared vegetation from a portion of the Plaintiffs' Property over the Defendant's western boundary line and installed some structures on the Plaintiffs' Property.

12. Plaintiffs have neither cleared nor installed structures, nor stored personal property, within 50 feet of their eastern boundary line adjoining the Defendant's Property.

FACTS GIVING RISE TO COMPLAINT

13. Immediately upon the discovery that Defendant illegally and without permission cleared a portion of Plaintiffs' Property along their eastern boundary line, encroached, trespassed and installed structures and placed cars, boats and debris upon Plaintiffs' Property, Plaintiffs notified Defendant of Defendant's improper conduct by letter dated May 26, 2015, demanding that any structures or other items immediately be removed from Plaintiffs' Property and that Defendant revegetate the portion of Plaintiffs' Property that she illegally cleared. A copy of the letter dated May 26, 2015 is annexed hereto and made a part hereof as Exhibit "E".

14. In order to show Defendant that she had in fact cleared a portion of, and was encroaching upon, Plaintiffs' Property, a copy of the 2015 Survey evidencing the clearing and the encroachment was provided to Defendant.

15. Defendant has ignored, and has failed and refused to comply with, Plaintiffs' demands and continues to trespass and encroach upon Plaintiffs' Property.

AS AND FOR A FIRST CAUSE OF ACTION

16. Plaintiffs repeat, reiterate and reallege each and every allegation of the within Complaint designated paragraphs "1" through "15", inclusive, as though fully set forth herein.

17. Defendant has no right, title or interest in her use or occupation of the Plaintiffs' Property, and her use of the Plaintiffs' Property without permission has created a justiciable controversy.

18. Plaintiffs have no adequate remedy at law.

19. Plaintiffs have been and will continue to be irreparably harmed by the Defendant's conduct.

AS AND FOR A SECOND CAUSE OF ACTION

20. Plaintiffs repeat, reiterate and reallege each and every allegation of the within Complaint designated paragraphs "1" through "19", inclusive, as though fully set forth herein.

21. If Defendant is allowed to continue to trespass and encroach upon Plaintiffs' Property, Plaintiffs will be irreparably harmed.

22. By reason of the foregoing, Plaintiffs demand judgment temporarily, preliminarily and permanently enjoining Defendant and/or anyone acting on her behalf from occupying, trespassing upon, using, blocking, clearing, obstructing, installing any object or matter whatsoever within, and parking vehicles on Plaintiffs' Property and from interfering with the erection of a fence along Plaintiffs' eastern boundary line adjoining Defendant's Property, and from interfering with the use and enjoyment of the Plaintiffs' Property.

23. Plaintiffs have no adequate remedy at law.

AS AND FOR A THIRD CAUSE OF ACTION

24. Plaintiffs repeat, reiterate and reallege each and every allegation of the within Complaint designated paragraphs "1" through "23", inclusive, as though fully set forth herein.

25. By installing objects, clearing and using Plaintiffs' Property without permission or right, Defendant has trespassed, encroached and interfered with Plaintiffs' use and

enjoyment of their property.

26. As a direct and proximate result of Defendant's conduct, Plaintiffs' Property has been and continues to be devalued.

27. As a direct and proximate result of Defendant's conduct, Plaintiffs have been damaged in an amount to be determined at the trial of this action, but in no event less Three Hundred Thousand (\$300,000) Dollars.

AS AND FOR A FOURTH CAUSE OF ACTION

28. Plaintiffs repeat, reiterate and reallege each and every allegation of the within Complaint designated paragraphs "1" through "27", inclusive, as though fully set forth herein.

29. Defendant intentionally cleared and removed vegetation on Plaintiffs' Property without permission or right.

30. By reason of the clearing restrictions contained in the Code of the Town of Southampton, Defendant has caused and/or contributed to the over-clearing of Plaintiffs' Property in violation of the Code.

31. As a result of Defendant's action and conduct in illegally clearing Plaintiffs' Property, Plaintiffs will be required to revegetate that portion of their Property that was cleared of vegetation by Defendant.

32. As a result of Defendant's conduct, Plaintiffs have been damaged in an amount to be determined at the trial of this action, but in no event less than One Hundred Thousand (\$100,000) Dollars.

WHEREFORE, Plaintiffs demand judgment against Defendant, as follows:

(1) On the First Cause of Action:

A. Declaring that Plaintiffs' Property eastern property line is as shown on the 2015

Survey;

(2) On the Second Cause of Action:

A. A preliminary and permanent injunction ordering Defendant to cease and desist from obstructing, interfering with, blocking, constructing upon, parking vehicles upon, cutting down trees or other foliage upon, erecting any structures, leaving debris upon, encroaching upon and/or from doing any other action that obstructs or prevents full access to Plaintiffs' Property;

B. Ordering Defendant to remove all property and structures from Plaintiffs' Property;

(3) On the Third Cause of Action, an award of damages in an amount to be determined at the trial of the within action, but in no event less than Three Hundred Thousand (\$300,000) Dollars; and

(4) On the Fourth Cause of Action, an award of damages in the amount to be determined at the trial of the within action, but in no event less than One Hundred Thousand (\$100,000) Dollars; and

(5) Together with such other and further relief as the Court deems proper, together with the costs and disbursements of this action.

Dated: Riverhead, New York
June 2, 2015

Yours, etc.,

TWOMEY, LATHAM, SHEA, KELLEY,
DUBIN & QUARTARARO, LLP

By: 

Kathryn Dalli, Esq.

Attorneys for Plaintiffs

Office and Post Office Address

33 West Second Street, P.O. Box 9398

Riverhead, NY 11901-9398

(631) 727-2180

VERIFICATION

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

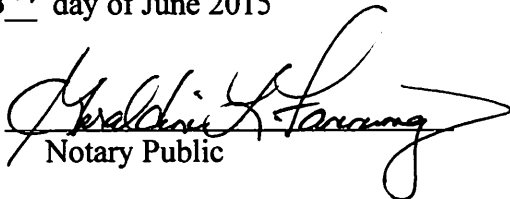
KATHRYN DALLI, ESQ., being duly sworn, deposes and says:

I am the attorney of record for the Plaintiffs in the within action; I have read the foregoing Complaint and know the contents thereof; the same is true to my own knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters I believe them to be true. The reason this verification is made by me and not by Plaintiffs is that Plaintiffs are currently outside County where my law office is located. This verification is based on my review of documents and records relating to the subject property and discussions had with the Plaintiffs.



KATHRYN DALLI, ESQ.

Sworn to before me this
3rd day of June 2015



Notary Public

Geraldine L. Fanning
Notary Public State of New York
Suffolk County Lic. #01FA6137548
COMM. EXP. 11/28/17

EXHIBIT “A”



SUFFOLK COUNTY CLERK
RECORDS OFFICE
RECORDING PAGE

Type of Instrument: DEEDS/DDD
Number of Pages: 4
Receipt Number : 07-0026840
TRANSFER TAX NUMBER: 06-26996

Recorded: 03/19/2007
At: 02:44:52 PM
LIBER: D00012497
PAGE: 016

District:	Section:	Block:	Lot:
0900	024.00	04.00	008.001

EXAMINED AND CHARGED AS FOLLOWS

Deed Amount: \$5,390,000.00

Received the Following Fees For Above Instrument

		Exempt			Exempt
Page/Filing	\$12.00	NO	Handling	\$5.00	NO
COE	\$5.00	NO	NYS SRCHG	\$15.00	NO
EA-CTY	\$5.00	NO	EA-STATE	\$75.00	NO
TP-584	\$5.00	NO	Cert.Copies	\$0.00	NO
RPT	\$30.00	NO	SCTM	\$0.00	NO
Transfer tax	\$21,560.00	NO	Mansion Tax	\$53,900.00	NO
Comm.Pres	\$102,800.00	NO			
			Fees Paid	\$178,412.00	

TRANSFER TAX NUMBER: 06-26996

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

Judith A. Pascale
County Clerk, Suffolk County

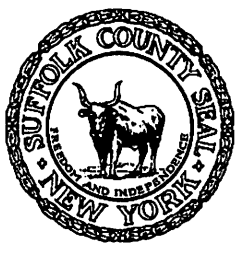
Number of pages 4
TORRENS
Serial # _____
Certificate # _____
Prior Ctf. # _____

RECORDED
2007 Mar 19 02:44:52 PM
Judith A. Pascale
CLERK OF
SUFFOLK COUNTY
L D00012497
P 016
DT# 06-26996

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

3 FEES

Page / Filing Fee _____
Handling 5.00
TP-584 _____
Notation _____
EA-5217 (County) _____ Sub Total _____
EA-5217 (State) _____
R.P.T.S.A. 30.00
Comm. of Ed. 5.00
Affidavit _____
Certified Copy _____
Reg. Copy _____ Sub Total _____
Other _____ Grand Total 152.



Mortgage Amt. _____
1. Basic Tax _____
2. Additional Tax _____
Sub Total _____
Spec. / Assit. _____
or _____
Spec. / Add. _____
TOT. MTG. TAX _____
Dual Town _____ Dual County _____
Held for Appointment _____
Transfer Tax 21,560.
Mansion Tax 53,900.
The property covered by this motgage is or will be improved by a one or two family dwelling only.
YES _____ or NO _____
If NO, see appropriate tax clause on page # _____ of this instrument.

4	District 0900	Section 024.00	Block 04.00	Lot 008.001	5	Community Preservation Fund
---	---------------	----------------	-------------	-------------	---	-----------------------------

Real Property Tax Service Agency Verification
07008171 0900 02400 0400 008001
PT S
R LPA A
13-MAR-07

Consideration Amount \$5,390,000.00
CPF Tax Due \$102,800.

6 Satisfaction/Discharges/Release List Property Owners Mailing Address
RECORD & RETURN TO:
KATHRYN DALLI, ESQ.
TWOMEY LATHAM SHEA , ET AL
P.O. BOX 9398
RIVERHEAD, NEW YORK 11901

Improved ☒
Vacant Land _____
TD 09
TD _____
TD _____

7 Title Company Information
Co. Name **Fidelity National Title Insurance Co.**
Title # **06-7404-67203-SUFF**

8 **Suffolk County Recording & Endorsement Page**

This page forms part of the attached Bargain & Sale Deed made by: _____
(SPECIFY TYPE OF INSTRUMENT)

TODD HASE and AMY FUTTERMAN
HASE, as husband & wife

TO

R. DONAHUE PEEBLES and
KATRINA L. PEEBLES, as husband & wife

The premis here in is situated in
SUFFOLK COUNTY, NEW YORK.

In the Township of Southampton

In the VILLAGE
or HAMLET of Bridgehampton

THIS IS A LEGALLY BINDING INSTRUMENT. IF NOT FULLY UNDERSTOOD, WE RECOMMEND ALL PARTIES TO THE INSTRUMENT CONSULT AN ATTORNEY BEFORE SIGNING.

THIS INDENTURE, made the 1ST day of March, 2007
BETWEEN

TODD HASE and AMY FUTTERMAN HASE, as husband & wife, both residing at
1100 Brick Kiln Road, Bridgehampton, New York 11932;

party of the first part, and

R. DONAHUE PEEBLES and KATRINA L. PEEBLES, as husband & wife,
c/o The Peebles Corporation, 550 Biltmore Way, Suite 970, Coral Gables, Florida 33134;

party of the second part:

WITNESSETH, that the party of the first part, in consideration of one dollar and other good and valuable consideration, lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, his heirs and assigns 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 Southampton, County of Suffolk and State of New York bounded and described as set forth in Schedule A hereto annexed.

BEING AND INTENDED TO BE the same premises conveyed to party of the first part by deed from Amy Futterman Hase dated September 23, 1999 and recorded October 8, 1999 in Liber 11994 cp. 32.

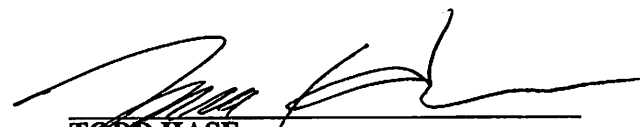

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, his heirs and assigns forever.

AND the party of the first part covenants that he has not done or suffered anything whereby the said premises have been encumbered in any way whatever.

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 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 party of the first part has hereunto set his hand and seal the day and year first above written.

In presence of:

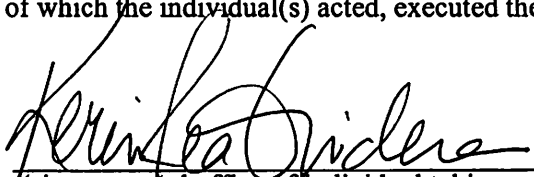

TODD HASE

AMY FUTTERMAN HASE

SCTM#: 0900-024.00-04.00-008.001

Acknowledgment by a Person Within New York State
(RPL § 309-a)

STATE OF NEW YORK, COUNTY OF SUFFOLK , ss:

On the 1ST day of March, 2007, before me, the undersigned, personally appeared TODD HASE and AMY FUTTERMAN HASE, 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 and office of individual taking acknowledgment)

KERIN REA GUIDERA
Notary Public, State Of New York
No. 02GU4865776, Suffolk County
Term Expires June 30, 2010

Premises: 1100 Brick Kiln Road, Bridgehampton, New York

Section 024.00
Block 04.00
Lot 008.001

BARGAIN AND SALE DEED
With Covenant Against Grantor's Acts
TODD HASE and AMY FUTTERMAN HASE,
as husband & wife

TO

R. DONAHUE PEEBLES and KATRINA L.
PEEBLES, as husband & wife

Return by Mail to:

KATHRYN DALLI, ESQ.
TWOMEY, LATHAM SHEA, ET AL
P.O. BOX 9398
RIVERHEAD, NEW YORK 11901

Fidelity National Title Insurance Company
TITLE NO. 06-7404-67203-SUFF

SCHEDULE A-1 (Description)

AMENDED 2/28/07

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

BEGINNING at a monument set on the south line of Brick Kiln Road where the northeast corner of the premises described herein intersects the northwest corner of land now or formerly of Karl T. Nilsen and Kate E. Nilsen;

RUNNING THENCE along said land of Nilsen the following two courses and distances:

1. South 16 degrees 33 minutes 00 seconds East 800.00 feet;
2. South 19 degrees 34 minutes 00 seconds East 678.56 feet to the north line of Middle Line Highway;

RUNNING THENCE along the north line of Middle Line Highway South 83 degrees 16 minutes 20 seconds West 94.42 feet to land now or formerly of Suffolk County;

RUNNING THENCE along said land of Suffolk County the following three courses and distances:

1. North 20 degrees 15 minutes 10 seconds West 656.56 feet;
2. South 87 degrees 45 minutes 00 seconds West 64.21 feet;
3. South 77 degrees 44 minutes 30 seconds West 284.53 feet;

RUNNING THENCE North 13 degrees 16 minutes 25 seconds West along land now or formerly of William T. Lukert and Marie E. Lukert a distance of 942.13 feet to the south line of Brick Kiln Road;

RUNNING THENCE along the south line of Brick Kiln Road the following two courses and distances:

1. North 71 degrees 07 minutes 10 seconds East 89.42 feet;
2. South 76 degrees 29 minutes 30 seconds East 349.49 feet to the point or place of BEGINNING.

THE POLICY TO BE ISSUED under this commitment will insure the title to such buildings and improvements on the premises which by law constitute real property.

FOR CONVEYANCING ONLY: Together with all the right, title and interest of the party of the first part, of in and to the land lying in the street in front of and adjoining said premises.

SCHEDULE A-1 (Description)
Rev. (03/04)

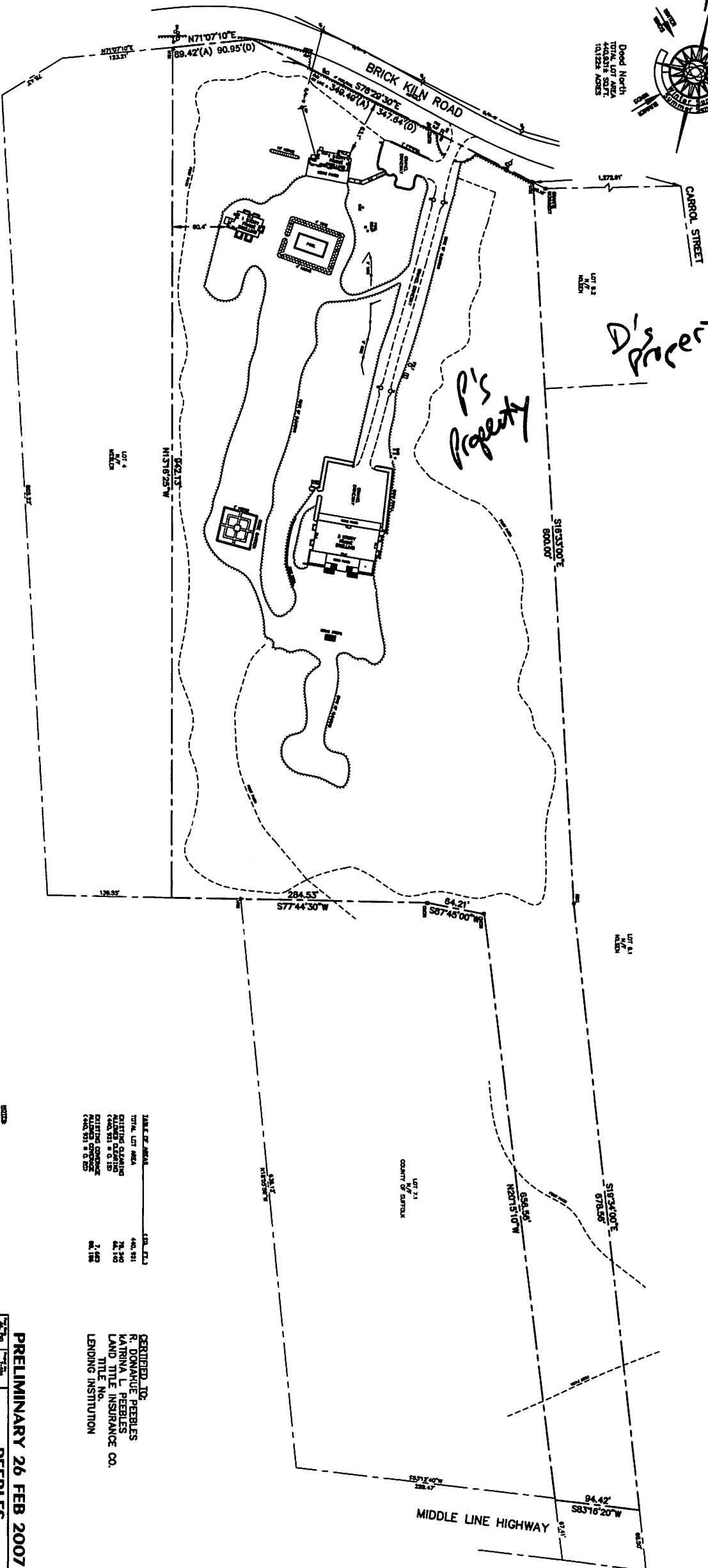
EXHIBIT “B”

EXHIBIT “C”



D's Property

P's
Property



	(SQ. FT.)
TOTAL LOT AREA	440,931
EXISTING CELESTINE ALLORED CLADDING (440,931 ± 0.150)	78,340 66,140
EXISTING CONCRETE ALLORED CONCRETE (440,931 ± 0.820)	7,642 66,186

CERTIFIED TO:
R. DONAHUE PEEBLES
KATRINA L. PEEBLES
LAND TITLE INSURANCE CO.
TITLE No.
LENDING INSTITUTION

PRELIMINARY 26 FEB 2007

PEEBLES

1100 BRICK KILN ROAD
BRIDGEHAMPTON, NEW YORK
COUNTY OF SUFFOLK, TOWN OF SOUTHAMPTON

F. MICHAEL HENNER, L.B., P.C.

[illegible]

EXHIBIT “D”

Deed North
TOTAL LOT AREA
440,931± SQ.FT.
10.122± ACRES

D's Property
In coach-
went into
D's property

Profit
S/S

LOT 8.1
N/F
HILSON

LOT 7.1
N/F
COUNTY OF SUFFOLK

CERTIFIED TO:
R. DONAHUE PEEBLES
KATRINA L. PEEBLES

NOTE:

1. SURVEY CONDUCTED WITHOUT BENEFIT OF COMPLETE TITLE RECOVERY OF ADJACENT LANDS FOR WHICH DOCUMENTATION HAS BEEN PROVIDED ARE SHOWN HEREON. OTHER EASEMENTS, IF ANY, ARE NOT SHOWN.
2. SUBJECT PROPERTY IN ZONE "URBAN COUNTRY RESIDENCE" AND IN THE ADJUSTER PROPERTY AND GROUNDWATER MANAGEMENT ZONE "ZONE" OVERLAY DISTRICTS FOR TOWN OF SOUTHAMPTON. THE ADJUSTER SYSTEM SHOWN IS FOR ZONE "URBAN COUNTRY RESIDENCE" AND "ZONE" OVERLAY DISTRICTS. ZONE "URBAN COUNTRY RESIDENCE" REGULATIONS AND RESTRICTIONS SHOWN HEREON MUST BE VERIFIED WITH APPROPRIATE AGENCIES.
3. ALL NATURAL FEATURES SHOWN HEREON, INCLUDING BUT NOT LIMITED TO GULF OCEAN AND GLACIAL LINES, MUST BE VERIFIED WITH APPROPRIATE AGENCIES.
4. BOUNDARY COORDINATES SHOWN HEREON WITH (A) OR (B) MUST INDICATE ACTUAL (A) VERIFIED (B) OR FILE MAP VALUES.
5. SPOT GRADES SHOWN HEREON ARE GRADING OBSERVATIONS AS OF THE ORIGINAL DATE OF THIS SURVEY MAP.
6. LOCATION AND PROTECTION OF ALL UNDERGROUND UTILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR.

TABLE OF AREAS		(SQ. FT.)
TOTAL LOT AREA		440,931
EXISTING TOTAL CLEARING	PROPOSED TOTAL CLEARING	113,830
ALLOWED TOTAL CLEARING		66,140
(440,931 = C 1D)		
EXISTING TOTAL ROOFTED COVERAGE	PROPOSED TOTAL ROOFTED COVERAGE	7,683
ALLOWED TOTAL ROOFTED COVERAGE		22,047
(440,931 = C 6D)		
EXISTING REO'D REAR YARD COVERAGE	ALLOWED REO'D REAR YARD COVERAGE	0
(109,820 = C 5D)		21,844

PRELIMINARY 28 APR 2015

PEEBLES

PROPERTY SITUATE AT
1100 BRICK KILN ROAD
BRIDGEHAMPTON, NEW YORK
COUNTY OF SUFFOLK, TOWN OF SOUTHAMPTON
DISTRICT 900, SECTION 24, BLOCK 4, LOT 81

PREPARED BY
F. MICHAEL HEMMER, L.B., P.C.

PROFESSIONAL SURVEYING SERVICES
PO BOX 1888, 848 MADISON, NEW YORK 11968
607/535-7199 www.pss-nys.com

PROPOSED PLOT PLAN

[illegible]

Copyright 2000 P. Mowbray, Member, L.S. P.C. All Rights Reserved

EXHIBIT “E”



**Twomey, Latham,
Shea, Kelley, Dubin & Quartararo LLP**
ATTORNEYS AT LAW

Celebrating Over 40 Years of Service

MAILING ADDRESS:
Post Office Box 9398
Riverhead, New York 11901-9398

MAIN OFFICE:
33 West Second Street
Riverhead, New York 11901-9398
Telephone: 631.727.2180
Facsimile: 631.727.1767
www.suffolkclaw.com

kdalli@suffolkclaw.com
Extension 228
Direct Fax: 631.574.1258

Thomas A. Twomey, Jr.
(1945 - 2014)
Stephen B. Latham
John E. Shea, III
Christopher D. Kelley
David M. Dubin
Jay P. Quartararo
Peter M. Mott
Janice L. Sneed
Anne Marie Goodale
Bryan C. Van Cott
Kathryn Dalli
Laura J. Dunathan
Lisa Clute Kumburk
Patrick B. Fife
Melissa H. Sidor
Martin D. Finnegan

Kelly E. Kinross
Lauren E. Stiles
Patricia J. Russell
Reza Ebrahimi
Bryan J. Drago
Bernadette E. Tadhall
Craig H. Handler
Alexander Halsey-Storch
Melissa S. Doms

ASSOCIATES
Kevin M. Fox
Karen A. Hoeg
Jennifer D. Nigro

NEW YORK
NEW JERSEY
NEW HAMPSHIRE
NEW MEXICO

OTHER OFFICE LOCATIONS:
20 Main Street
East Hampton, NY 11937
631.324.1200

51 Hill Street
Southampton, NY 11968
631.287.0090

490 Wheeler Road
Suite 165G
Hempstead, NY 11788
631.265.1414

36340 Main Road
P.O. Box 125
Southold, NY 11971
631.765.2300

BY HAND, CERTIFIED MAIL R.R.R. and REGULAR MAIL

May 26, 2015

**Ms. Kristin L. Nilsen
1132 Brick Kiln Road
Sag Harbor, New York 11963**

**63 Edgewood Lane (via mail only)
Schuylkill Haven, PA 17972**

RE: Your property encroachment onto 1100 Brick Kiln Road

Dear Ms. Nilsen:

Please be advised that this firm represents R. Donahue Peebles and Katrina Peebles, the owners of 1100 Brick Kiln Road, Sag Harbor, New York (the "Property"), your adjacent neighbors to the west of your property located at 1134 Brick Kiln Road.

It has just come to our clients' attention, as a result of a recent survey of the Property, that you have illegally and without permission trespassed onto the Peebles' property and cleared a portion of the Property over your common boundary line. By reason thereof, you are now encroaching onto the Property. Attached is the recent survey evidencing the area of illegal clearing and encroachment by you, which area has been highlighted for ease of reference.

Please also be advised that the Peebles will be erecting a fence along and on their side of the common boundary line. You must immediately remove any structures or any other items you may have installed or placed on the Peebles' Property.

In addition, the Peebles must revegetate to its original state the area that you illegally cleared, and you will be financially responsible for the cost of same.

Upon your receipt hereof, kindly contact me immediately to discuss the necessary remediation. Thank you.

Very truly yours,

**Kathryn Dalli
/enc.**

Cc: Mr. and Mrs. Peebles