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September 28, 2018

VIA EMAIL and REGULAR MAIL:
Joseph W. Russell, Esq.
Barclay Damon
120 Washington St, #500
Watertown, NY 13601

Re: December 15, 2017 PVPA Membership Letter and July 18, 2018 Memo for Record

Dear Joe:

We write on behalf of Phyllis Johnson and Gus Murray. They have provided me a December 15, 2017 letter to the PVPA membership by Roger Harris and a Memo for Record dated July 18, 2018 signed by Mr. Randall, Mr. Harris and Mr. Westover.

They have asked me to clarify two points:

1. Is it the PVPA's position, as set forth in number 4 of the December 15, 2017 letter, that Judge McClusky's Decision of "December 8, 2015" (s.i.c.) "Ordered" the PVPA to turn over its fractional ownership of lots 9 and ½ of lot 40 to the Holliday Trust and to the Hooning property owner? And that "the Holliday property owner has become a ½ of 3/80% tenant-in-common along with the original lot 40 owners or those derived from the original 40 lots for all of the "common property."
2. Is the MFR dated 07/18/2018 at no. 8 correct that there was an "agreement to settle the Holliday lawsuit" which Mr. Randall was asked to sign?

As to the first question, I enclose the Amended Memorandum, Decision and Order signed December 2, 2014 with three "Ordered" paragraphs;

- Johnson has a 1/80th interest in the common property
- Pratt has a 1/40th interest in the common property
- The PVPA is barred from making any claim to the Plaintiffs' combined 3/80ths interest.

I am not sure if you ever saw Mr. Harris' interpretation, but it clearly misdates and misinterprets the Court's very simple direction. More importantly, Mr. Harris' description of Holliday's interest as owning

½ of 3/80ths interest in "all of the common property" is factually and legally wrong.

We want to ensure that PVPA leadership understands and correctly communicates to its membership the proper interpretation of the December 2, 2015 Amended Decision and the April 1, 2016 Final Judgment:

- Johnson is vested with a 1/80th interest in the "public grounds";
- Blair/Pratt are vested with a 1/40th interest;
- The PVPA is barred from making any claim to those interests; and
- Hooning and Holliday were "conveyed only the estate of the grantor at the time of delivery of the deed."

As you can see, the Judge lined through the PVPA fractional interest phrase, but the deeds in April 2014 only conveyed the Park's 3/80ths interest in the two 12x177' strips. Based on that, Holliday is a tenant-in-common on its 12x177'/.05-acre strip only and has an easement on Hoonings 12x177'/.05-acre strip, however, they have no other interest in the remaining 2.8-acres of the commonly owned public grounds.

Unless I hear differently from you, I will assume you agree with this assessment and you will advise your client of their misunderstanding.

Item 2 – what Agreement was signed by Mr. Randall, as he describes? I have seen these two deeds signed by Mr. Randall in North Carolina in March 2014. I have seen Steve Gebo's signed Notice of Discontinuance on February 19, 2014 which mooted our motion to intervene. If there was a separate agreement which, as alleged, specifically protected the claim of Johnson/Pratt, please provide it.

For your reference, I enclose the correspondence, the MFR and the Amended Decision dated December 2, 2015.

I look forward to hearing from you.

Very truly yours,

SCHWERZMANN & WISE, P.C.

Keith

Keith B. Caughlin

KBC/st
Enclosures
cc: Phyllis Johnson
Gus Murray