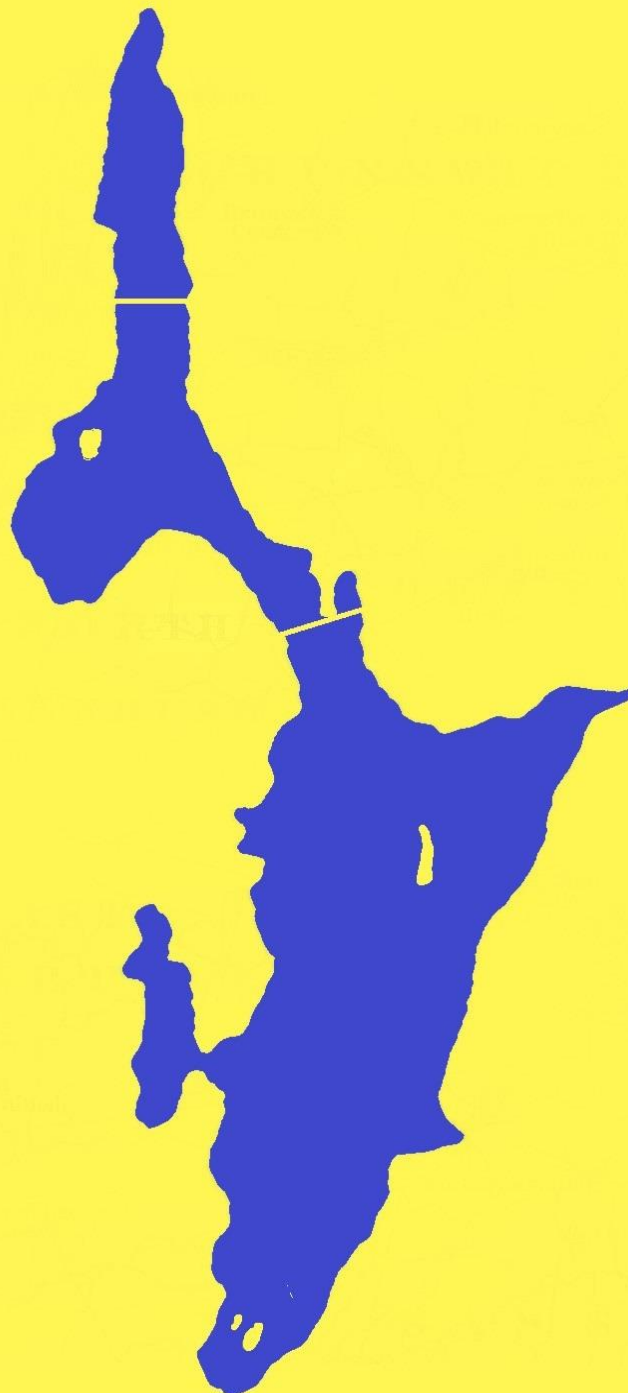


# **The Burden Lake Preservation Corp.**

**History, Book of Deeds, and Incorporation papers**

**by Larry McKeough**

**in conjunction with The Burden Lake Preservation Cooperation**



Revision 8

All the original documents shown in this booklet plus many more reside in a locked fireproof file cabinet in the BLCA Club House.

This booklet assembled by Larry McKeough January 2024

# The Burden Lake Preservation Corp.

## First, the pre-cursor to the Burden Lake Preservation Corporation which begins with the Wynantskill Association.

(The Hart Cluett museum in Troy has 8 boxes of what's left of the original Wynantskill (improvement) Association documents which can be view with an appointment.)

The Wynants Kill Creek is 14.1 miles long and drops a total of 850' from Glass Lake down to the Hudson River making it the ideal candidate for water powered mills.

- 1656- First mill is built on the Wynants Kill.
- 1768 – first grist mill is built on the Wynants Kill in Sand Lake, not far from present day Burden Lake.
- 1788- The Patroon, Stephen Van Rensselaer III begins renting “Mill Sites” along the Wynants Kill. Eventually they are called “water Privilege “ (WP) Sites” and there is a total of 19 available sites along the entire length of the Wynants Kill.
- 1829- **Thirteen mill owners form the Wynants Kill Association** to find ways to control the water shed of the Wynants Kill Creek and to control the Lakes that discharge into the Creek (Glass, Crooked, Sand Lake, Reichards Lake, and Snyders Lake. Burden Lake didn't exist yet) to benefit the mill owners.
- 1829- Wynantskill Association installs the first dam on Sand Lake (now called Crystal Lake). Raises the water 1 foot.
- 1831- Builds the first Dam to raise Martin's Lake 18”
- 1841- Wynantskill Association votes to purchase farmlands to be flooded in the Martin's Lake vicinity and authorizes \$12,000 to purchase the lands and build dams and canals to raise the lake. Carmichael's pond will be part of the canal.
- 1841- Wynants Kill assoc. makes agreement to build a dam and to raise Sand Lake( now Crystal Lake) 20” higher than the old high-water mark. They have the right to raise a gate and control the water flow.
- 1842- Wynants Kill Assoc builds dam on Glass Lake to retain the water.
- 1842- There are 22 members of the Association, all mill owners.
- 1845- Installs dam at Crooked Lake to control the out flow
- 1848 – Changes name to Wynantskill Improvement Association (WIA)
- 1859- WIA approves expenditure of \$4500 to purchase Gass Lake and build a dam to raise the lake 3' above the old high-water mark. Also to purchase land in between Glass & Crooked Lake to be sufficiently cleaned to increase water flow from Crooked Lake into Glass Lake
- 1861- WIA starts planning the dam system at what will become Burden Lake. Hires Burton Thomas to design the new dam system.
- 1863 – Construction of the new dam system begins

- 1865- Flooding of Martin's Lake and the valley begins.
- 1866- Martin's Lake is raised another 8' and now is named Burden Lake.
- 1890- Steam power is becoming popular to power the successful mills
- 1892- Electric Motors are now becoming popular to run the successful mills
- 1901 – Wynantskill Association becomes a **NYS Corporation changing name to Wynantskill Improvement Association**
- From the 1890's thru the 1945, the watered power mills are slowly disappearing.
- 1956 – only two members of the WIA are left. They were Portec and Republic Steel both in Troy. They only use the water for cooling purposes.
- 1972- Republic Steel closes leaving Portec as the only standing member of the WIA.
- Portec closed the Troy plant in 1989.
- 1990- Portec corporate wants to divest itself of the tax burden and liability of owning the bottoms of the lakes.
- Mid 1990's Portec tries to sell off the bottom of the Glass, Crooked, Crystal and Burden Lake. Lucky for us, after about a year of marketing, they realize no one wants to touch it. It's too complicated and wouldn't make a good investment for any other firm.
- Mar 12, 1998 — *Portec* Inc. agreed to be acquired by J Richard Industries and must clean up their real-estate holdings in NY.
- 11/19/1998 -7 people from Glass Lake **create** the Glass Lake Preservation Corp.(**GLPC**), and the Four Lakes Preservation Corporation (**4 Lakes**). GLPC is the sole member of the 4 Lakes. GLPC oversees Glass Lake while 4 Lakes is to oversee the WIA assets, specifically the bottom of Glass, Crooked, Crystal, and Burden Lakes.
- 11/30/1998 Portec allows the 4 Lakes to become a member of WIA in an agreement signed by Jeffery Lawrence of 4 lakes, Robert Eckart of GLPC and John Cooper of Portec. This agreement, In essence, made the 7 people of the GLPC members of the WIA. The GLPC agrees to indemnify Portec forever.
- 11/30/1998 – The agreement stipulates that 4 Lakes must stay in existence for 7 years.
- 11/30/1998- The agreement allows Portec to resign from the WIA.
- 3/29/1999- WIA sells the bottom of Glass Lake to the GLPC including flooding rights for \$10, Signed by Jeffery Lawrence (presumably as president of the WIA), basically moving the asset from WIA to GLPC.
- About this time, Paul Ashline, Mark Cioffi, Joe Johnson, Wayne Pratt, Frank Maier and Robert Maier (all from Burden Lake) become members of the 4 Lakes with Paul as President. (unsure of date)
- 7/21/1999 – 7 members of 4 Lakes terminate their membership. Signed by Jeffery Lawrence for 4 lakes and Paul Ashline as an individual.
- 7/21/99- Paul Ashline definitely **becomes a member of the 4 Lakes** indemnifying 4 Lakes forever and guaranteeing to keep the 4 Lakes in existence for at least 7 years from 11/30/1998 signed by Jeffery Lawrence for 4 Lakes and Paul Ashline with no title.
- About this time we believe Paul Ashline, Mark Cioffi, Joe Johnson, Wayne Pratt, Frank Maier and Robert Maier all become members of the WIA at this time with Paul as president. (unsure of date)

- 1/10/2000 - the **Burden Lake Preservation Corp (BLPC) is incorporated**, with Paul Ashline, Mark Cioffi, Joe Johnson, Wayne Pratt, Frank Maier and Robert Maier as members of the BLPC, Paul as President. These men started the BLPC to protect Burden Lake from any outside entity possibly getting control over Burden Lake.
- 5/15/2001- WIA (Paul Ashline as president) Sells the bottom of Burden Lake (based on tax maps only) to the Burden Lake Preservation Corp. for \$1. Basically, moving the asset from WIA to the BLPC. Not sure how or when Paul became president of the WIA. The purchase is solely based on tax parcels.
- 6/12/2002- The BLPC (Paul Ashline as president) sells off parcels not related to the lake bottoms, sells tax parcel # 158.4-5-49 Stephen Senrick
- 6/14/2002- The BLPC (Paul Ashline as President) sells tax parcel 158.4-5-8 to Jean & Joe DiMeo.
- 7/17/2002- Four Lakes and WIA (Paul as president of both) sell the bottom of Crystal Lake (tax parcels plus some deeds) to the Crystal Lake Improvement Association. Includes flooding rights for \$600
- 9/5/2003 – WIA and the Four Lakes Preservation Corp (Paul as president of both) sells the bottom of Crooked Lake ( tax parcel 159.3-4) to the Crooked Lake Improvement Association for \$600.00.
- We believe on 12/1/2005- The members of the 4 Lakes and WIA terminate their memberships and disillusionment will come next ( we have no proof of this)
- That concludes what happened to the Wynantskill (Improvement) Association.

In 1999 Paul Ashline, Mark Cioffi, and Robert Maier from the 3<sup>rd</sup>. Lake and members of the BLIA, and Joe Johnson, Wayne Pratt, and Frank Maier from the 1<sup>st</sup>/2<sup>nd</sup> Lake and members of the BLA got together to investigate what to do about the ownership of the bottom of Burden Lake. At that time Portec had already made their deal with the people on Glass Lake to take over ownership of Glass, Crooked, Crystal and Burden Lake. Of course, Glass Lake people (GLPC) only really wanted ownership of Glass Lake. The 4 Lakes Preservation Corp. had approached the BLIA and the BLA to see if they would take ownership of Burden Lake and both declined worried about liability issues.

The Glass Lake people (GLPC) only wanted the bottom of their lake, The 4 Lakes wanted the other lakes to assume responsibility for their own lakes. they claimed if the other Associations wouldn't take over the bottom of their own lakes, they would approach the Towns, County & State to see if they would take over Crooked, Crystal and Burden Lake. These 6 men from Burden Lake's only concern, was to preserve and keep the control of Burden Lake, with Burden Lake, and not let it get into an outsider's hands. Lucky for us, they decided to form the BLPC and acquire the bottom of our lake! Another goal was to keep Burden Lake as one complete body of water and to begin to unite the two associations. These 6 founding members of the BLPC graciously paid property and school taxes and other expenses on the Lake bottoms for many years paying out of their own pockets. Who knows what Burden Lake might have become if these 6 men hadn't done what they did! Burden Lakers owe them a huge gratitude of thanks!!



## History of BLPC DEED

- 1) On 5/15/2001 the BLPC purchased the bottom of the Burden Lakes for \$1.00 from the Wynantskill Improvement Association. Recorded at the County on 7/9/2001. The conveyance description is as follows:  
*" All Those certain tracks pieces or parcels of land with the improvements therein situate lying in and being in the Town of Sand Lake, County of Rensselaer and state of New York and shown as Rensselaer County real property tax map numbers 158.4-5-8, 158.4-5-49, 169.00-4-1 and 169.00-3-1. The tax map ties 169.00 to 158.00*

*Also All That certain tract piece or parcel of land with the improvements thereon situate lying and being in the Town of Nassau, County of Rensselaer and state of New York and shown as Rensselaer County real property tax map number 169.00-6-1.*

*The conveyance of these premises does not constitute the conveyance of all or substantially all of the assets of the corporation."*

### No where does the deed mention- dams, dikes, berms, diversion dams, weirs, valves etc.

The BLPC sells off two parcels unrelated to the lake bottom as follows;

They sold 158.4-5-49 to Stephen Senrick on 6/12/2002, and 158.4-5-8 to Jean & Joseph DiMeo 6/14/2002.

The BLPC retains the other three tax parcels which are:

169.00-4-1 - Southern half of the 2nd. Lake, and the Northern 1/3 of the 3rd. Lake. (The tax maps say "see section 158.00 for remainder of parcel 169.00-4-1)

158.00 - Northern part of 2nd. Lake, plus the whole of the 1st Lake, plus property on the west side of the Dam under Burden Lake Road. This section Includes about 1/2 of the Berm, 1/2 of the canal, and 1/2 of the pond.

169.00-3-1- Brook Spring Cove on the 3rd. Lake

169.00-6-1 - Southern 2/3 of the 3rd Lake in the Town of Nassau.

- 2) As a matter of record, while negotiating with the developer of Totem Lodge, American Land & Lakes, (AL&L). The BLCA had to prove that the BLPC owned the bottom of the lakes up to the high-water mark. The BLCA also needed to prove that the BLPC owned Parcel A where AL&L wanted to install a boat launch for the Woods. This was a costly process for the BLCA. The BLPC agreed that if the BLCA invested the funds to prove the BLPC owned to the high-water mark and owned Parcel A, the BLPC would allow the BLCA to own Parcel A.

As it turned out the BLCA was able to prove ownership back to Frederick Batzolt in 1866. The BLPC signed an agreement allowing AL&L to issue a Quit Claim Deed to Parcel A in the BLCA's Name. That agreement was signed by Mark Cioffi, president of the BLPC and Steve Quillinan, President of the BLCA 1/19/22.

Parcel A had an easement on it for the Burden Lake Golf Course to have pipes to draw water for irrigation. Turns out David Schoenholt (who thought he owned the parcel in 1965) granted the easement on property he did not own. After extensive negotiations, on 9/16/23 the owner of the Golf Course, Tom Choquette, agreed to a new easement giving him rights and which had some protection language in it for Burden Lake. This was a lengthy process, but new Quit Claim deeds were drawn up on 1/17/2024 and as I write this, just need to be signed by the golf course and will be filed with the County thereafter.

- 3.)** The Weir, around 2020, the BLPC found out from the DEC that we did not own the land the Weir was on, and we didn't own about 1/2 of the berm or 1/2 of the canal/pond. Two other individuals owned that land. The BLPC was applying for grants to try to get funding to make the necessary repairs to the Dam System and knew we needed to own the Weir and surrounding property. Turns out there were already two existing old easements on both properties and around the Weir, but we really needed more than that. Thanks to Mark Cioffi, negotiations

began with the two parties who did own the Weir, Alger's and Densmore's. Negotiations were completed in the fall of 2022 and on 1/1/23 and 2/21/23, both parcels were donated to the BLPC. The Alger's donated a .96 Acre lot and the Densmore's a 2.64 Acre lot. New deeds were filed with the County at the same time.

**After this acquisition, the BLPC owned the bottom of the Lakes, the full berm, the whole canal and pond, and the Weir and enough land to build a construction road from Burden Lake Road to the Weir.**



BLPC Deed for the bottom of the Lakes

158.4-5-8  
158.4-5-49  
169.00-4-1  
169.00-3-1  
169.00-6-1

THIS INDENTURE, made the 15<sup>th</sup> day of MAY, in the year Two Thousand ONE

BETWEEN The Wynantskill Improvement Association, a not-for-profit corporation organized under the laws of the State of New York, with an address at Averill Park, New York,

part y of the first part, and

**Burden Lake Preservation Corporation,**

a not-for-profit corporation organized under the laws of the State of New York with an address at Averill Park, New York,

part y of the second part,

WITNESSETH, that the part y of the first part, in consideration of -----  
-----One and 00/100-----  
-----Dollar (\$ 1.00 )

lawful money of the United States, and other good and valuable consideration paid by the part y of the second part, do es hereby remise, release and quitclaim unto the part y of the second part, the heirs or successors and assigns of the part y of the second part forever,

ALL THOSE certain tracts, pieces or parcels of land with the improvements thereon situate lying and being in the Town of Sand Lake, County of Rensselaer and State of New York, and shown as Rensselaer County Real Property Tax Map Nos. 158.4-5-8, 158.4-5-49, 169.00-4-1 and 169.00-3-1.

ALSO ALL THAT certain tract, piece or parcel of land with the improvements thereon situate lying and being in the Town of Nassau, County of Rensselaer and State of New York, and shown as Rensselaer County Real Property Tax Map No. 169.00-6-1.

The conveyance of these premises does not constitute the conveyance of all or substantially all of the assets of the corporation.

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.

The conveyance of these premises does not constitute the conveyance of all or substantially all of the assets of the corporation.

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, hereby 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 this indenture so requires.*

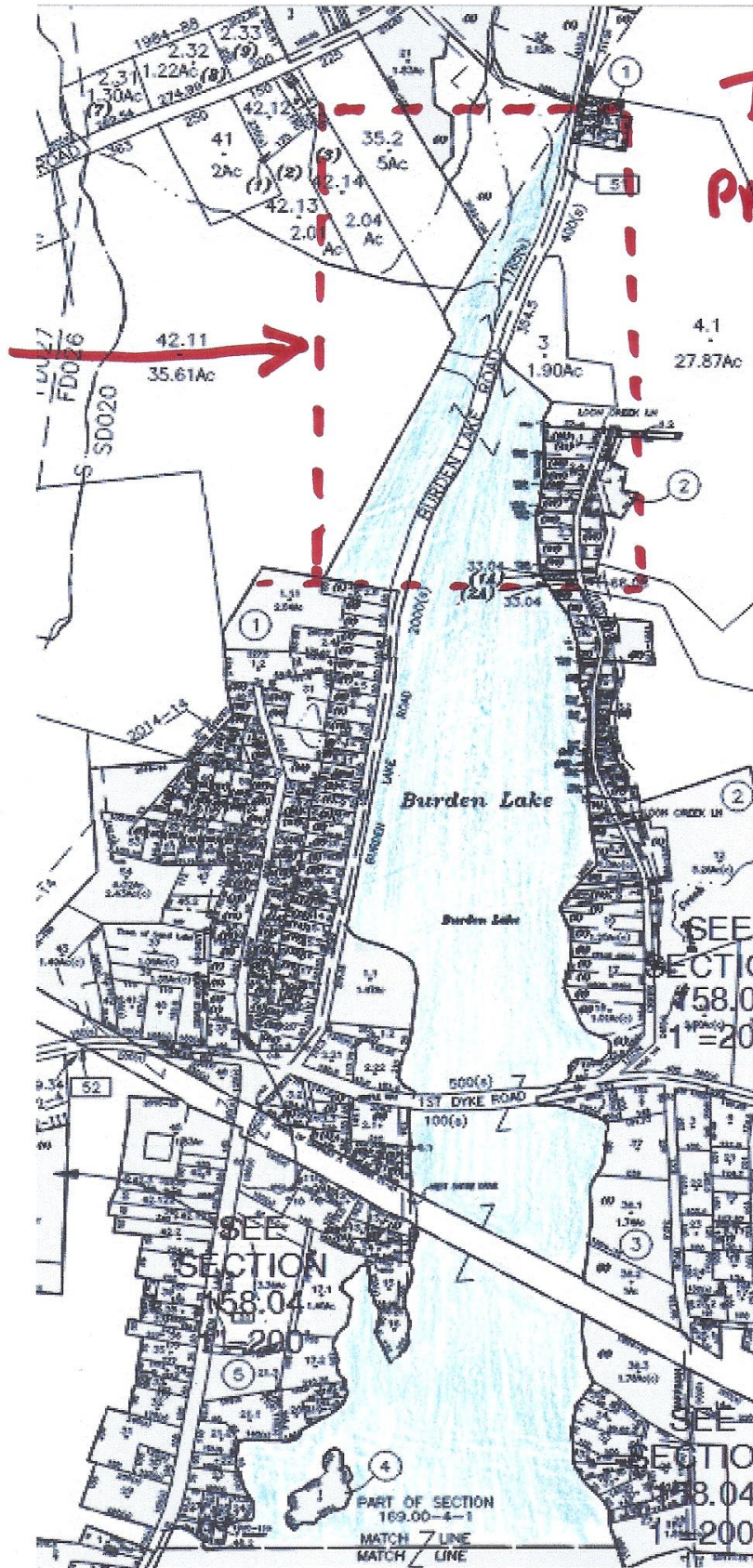
265 2292

IN WITNESS WHEREOF, *the party of the first part has caused this deed to be signed by*

SEE  
Blow  
UP

TAX  
PARCEL

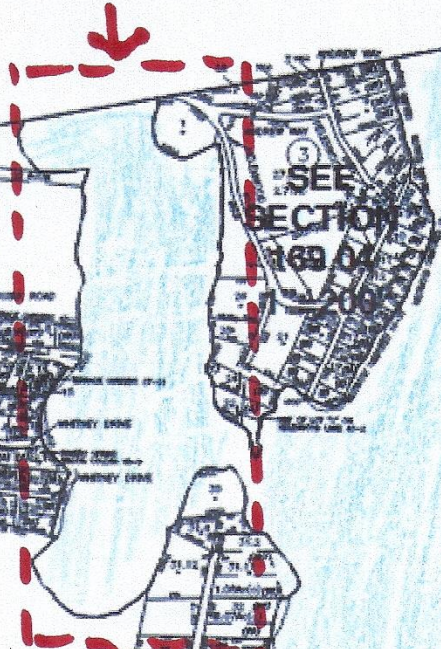
158.000







TAX PARCELS  
169.00-3-1

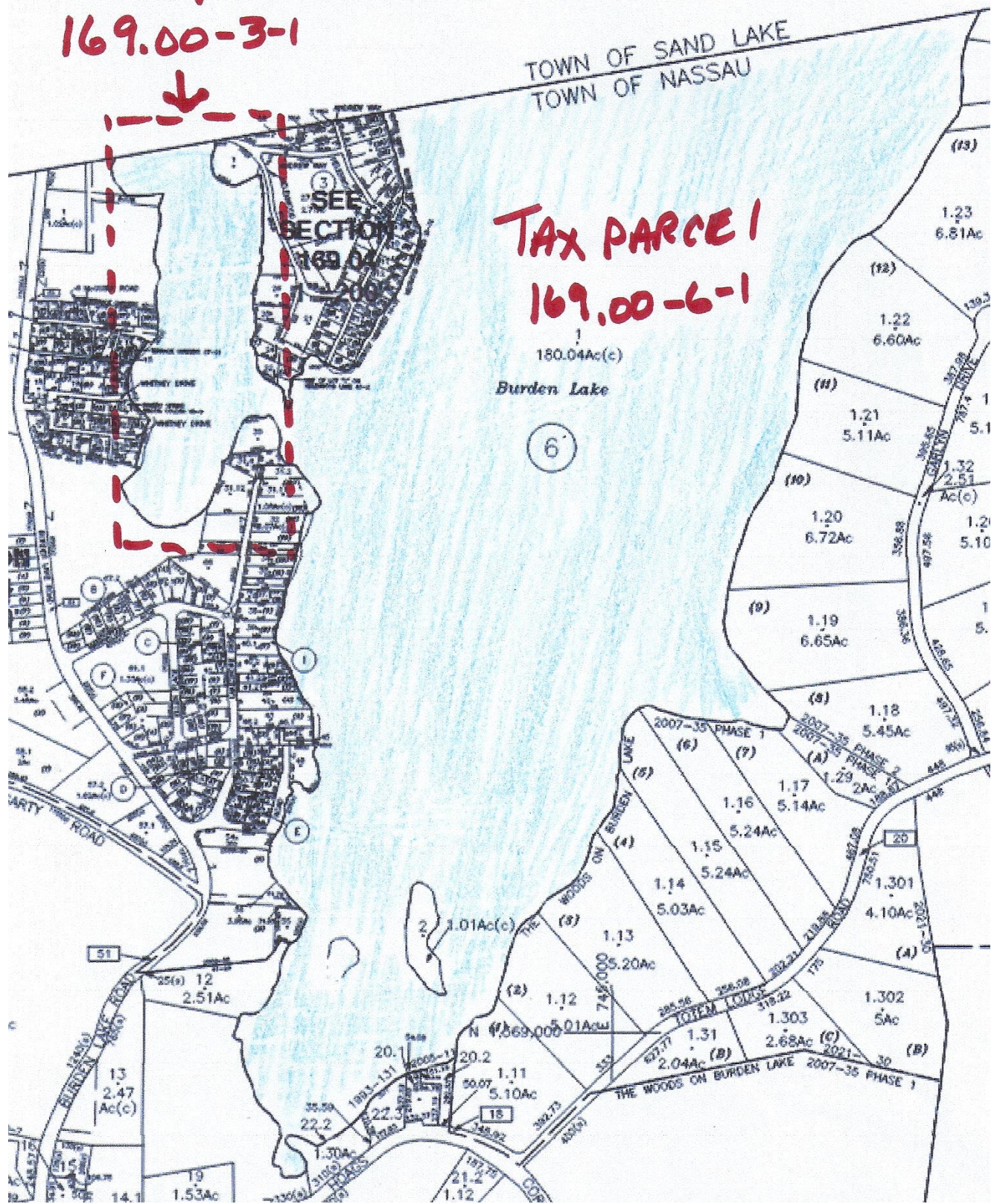


TAX PARCELS  
169.00-6-1

180.04Ac(c)

Burden Lake

6



## Parcel A Information

History of 40 acre parcel which now encompasses parcel A

Van Rensselaer conveyed the parcel to Phillip & Barbara Scaller, not sure of the date but mentioned in exhibit A.

Phillip & Barbara Scaller sold the parcel to Frederick Batzolt on 3/31/1866 for \$1819.00  
There is a parcel description which calls for 40 some acres which did border the south side of Martins Lake. There is no map I could find.  
Dennis Ryan had the map so Jim could start plotting it.

Frederick Batzolt sold 3.10 acres of that parcel to James A Burden, Trustee of the Wynantskill Improvement Association on 7/20/1866 for \$375.00  
There is no description of the 3.1 acre parcel. I could not find a survey map. The conveyance explains that they purchasing the land because they are building dams & dikes and a spillway and will flood the lake to approximately 8' to 10' higher than it was originally. It explains the high water mark gauge as a bolt in the large stone at the end of what is now the first lake.

Jim Mckeough was able to plot all the old maps and prove that the 3.1 acres was indeed where Parcel A is.

Larry McKeough

Burden  
Coke

TAX MAP PARCEL LINE: (TYP.)

\*EXCEPTION\* AREA ENCLOSED  
BY THE 631.6 FOOT  
HIGH-WATER CONTOUR  
310 ACRES

LAND WE  
PRODUCED WE OWN  
SINCE 1863  
IN GREEN

ADDITIONAL 40 ACRE PARCEL  
FORMERLY OWNED BY FREDERICK BARTOLOT

Parcel "A"  
IN RED FOR  
Quick CLAIM  
DEED

PARCEL 3  
FORMERLY OWNED BY JOHN P. HERRICK

SMALL BEAR/PATH

Parcel A

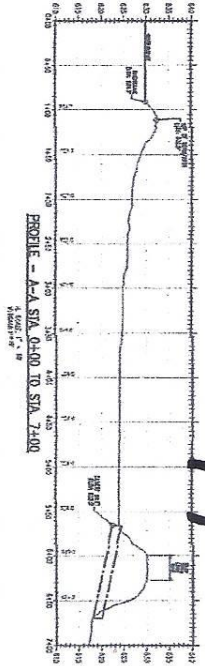
Lower Chryslar CT

TOTEM CORNER ROAD

VALENTINE KILL

we own this already

Existing  
Culvert



Map Figure 2  
LIHAR TOPOGRAPHIC MAP  
WITH ASSUMED  
"EXCEPTION" AREA

BURDEN LAKE "EXCEPTION" PARCEL  
DATE: 10/20/2011



Agreement on this 19<sup>th</sup> day of January 2022 between the Burden Lake Preservation Corporation (BLPC) and the Burden Lake Conservation Association (BLCA).

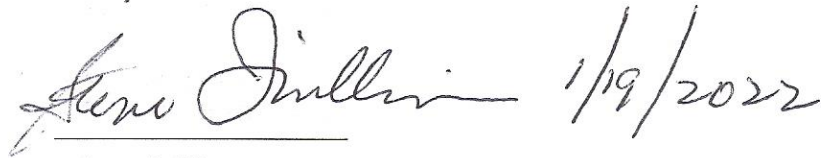
The BLPC agrees to allow American Land and Lakes (BLNYLP, LLC) to issue a quit claim deed for "Parcel A" of the Woods Development, in the name of the Burden Lake Conservation Association, making the BLCA the owner of "Parcel A".

The BLCA agrees that the intent is to keep "Parcel A" in a forever wild status for the time being. The forever wild status is to be reviewed periodically by the BLPC/BLCA and can be changed in the future if needed according to the BLPC/BLCA By-laws.

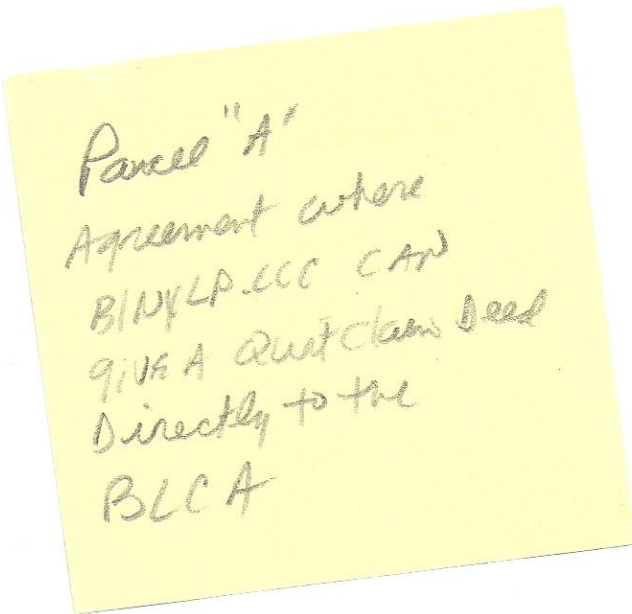
The BLCA also agrees that upon receipt of the Quit claim deed to secure and post the property (Parcel A") to prevent any public use, boat launching or motorized vehicles from entering the property as best as possible.



Mark Cioffi  
President BLPC



Steve Quillinan  
President BLCA



Parcel "A"  
Agreement where  
BLNYLP, LLC CAN  
GIVE A quit claim deed  
Directly to the  
BLCA

170.-3-1.28

Instr # 2022-6081.2  
Bk 9996 Pg: 309

250W  
THIS INDENTURE, made the 9th day of March, 2022.

**BETWEEN**

**BLNYLP, LLC**, a Florida limited liability company authorized to conduct business in the State of New York, with a mailing address of 5206 Paylor Lane, Sarasota, Florida 34240,

party of the first part, and

**BURDEN LAKE CONSERVATION ASSOCIATION INC**, a not-for-profit corporation having offices at 8 Brook Spring Avenue, Averill Park, New York 12108,

party of the second part.

**WITNESSETH** that the party of the first part, in consideration of one and no more dollars, 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, its successors and assigns forever,

Premises commonly known as V/L Totem Lodge Road, Nassau, New York described as follows:

**ALL THAT TRACT OR PARCEL OF LAND**, situate in the Town of Nassau, County of Rensselaer and State of New York, set forth on Map as Parcel "A" (tax map 170.-3-1.29), said Map entitled "The Woods on Burden Lake" made by Brewer Engineering Associates, P.C." Phase 1 and Phase 2, said map dated February 7, 2003, revised September 7, 2006 and filed in the Rensselaer County Clerk's Office on February 13, 2007 in Drawer 2007, Map 35.

**TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

**SUBJECT TO** the right and the obligation of the Woods on Burden Lake Homeowners' Association, Ltd. ("HOA"), to enter onto the premises in order to maintain, repair and replace all existing structures and facilities that manage stormwater from lots adjacent to Parcel A, including any areas, structures and facilities on Parcel A that are part of the stormwater management system for those lots.

**TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, its successors and assigns forever.

This conveyance does not constitute all or substantially all of the assets of the Grantor herein.

**IN WITNESS WHEREOF**, the party of the first part has caused these presents to be signed by its duly authorized signatory the day and year first above written.

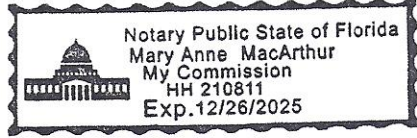
BLNYLP, LLC

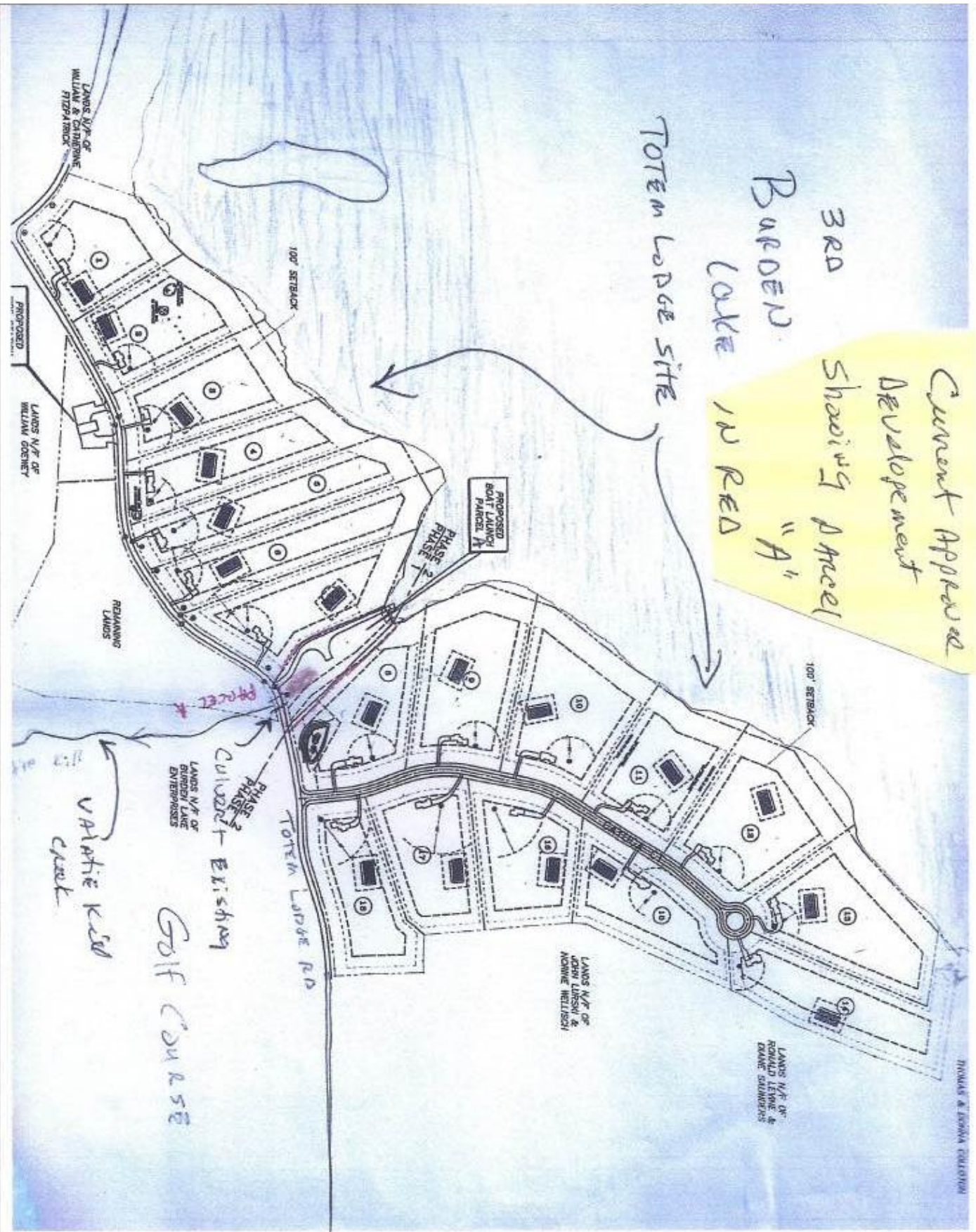
By: *Gino Taliento*  
Name: Gino Taliento  
Title: Secretary

STATE OF FLORIDA        )  
COUNTY OF DUVAL       ) ss:

On March 7<sup>th</sup>, 2022 before me, the undersigned, a notary public in and for said state, personally appeared Gino Taliento, 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 executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

*Mary Anne MacArthur*  
Notary Public





**QUITCLAIM DEED**

**THIS INDENTURE**, made as of this 20<sup>th</sup> day of January, 2024, by and between,

**BURDEN LAKE CONSERVATION ASSOCIATION, INC**, a not-for-profit corporation having offices at 8 Brook Spring Ave, Averill Park, NY 12018  
party of the first part and,

**BURDEN LAKE CONSERVATION ASSOCIATION, INC**, a not-for-profit corporation having offices at 8 Brook Spring Ave, Averill Park, NY 12018  
party of the second part.

**WITNESSETH**, that the said party of the first part, for and in consideration of One Dollar (\$1.00) in hand paid by said party of the second part, and for the other good and valuable consideration, the receipt whereof is hereby acknowledged, and by these presents does remise, release, and quitclaim unto the said party of the second part, and its successors and/or assigns, forever, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land to wit:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Nassau, County of Rensselaer and State of New York, set forth on Map as Parcel "A" (tax map 170.-3-1.29) and Map entitled "The Woods of Burden Lake" made by Brewer Engineering Associated, P.C." Phase 1 and Phase 2, said map dated February 7, 2003, revised September 7, 2006 and filed in the Rensselaer County Clerk's Office on February 13, 2007 in Drawer 2007, Map 35.

Historically described in an 1866 deed from Frederick Batzolt and wife to The Wynantskill Improvement Association recorded on February 2, 1867 in Book 134 of Deeds at Page 539. Subsequent deeds make reference to this parcel: "Excepting from said forty-acre parcel above described a parcel of about 3-1/10<sup>th</sup> acres described in a deed from Frederick Batzolt and wife to The Wynantskill Improvement Association recorded on February 2, 1867 in Book 134 of Deeds at Page 539.

**BEING** the same premises conveyed from Frederick Batzolt and wife to The Wynantskill Improvement Association recorded in the Rensselaer County Clerk's Office on February 2, 1867 in Book 134 of Deeds at Page 539; and from The Wynantskill Improvement Association to Burden Lake Preservation Corporation by deed dated May 15, 2001 and recorded in the Rensselaer County Clerk's Office on July 9, 2001 in Book 265 of Deeds at Page 2291; and a quitclaim deed from BLNYPL, LLC to Burden Lake Conservation Association, Inc. by deed dated March 9, 2022 and recorded in the Rensselaer County Clerk's Office on March 23, 2022 in Book 9996 of Deeds at Page 309.

Subject to an easement granted to the Burden Lake Golf Course to be recorded contemporaneously herewith, and providing the grantee the right to draw a maximum of 2,000,000 gallons of water from Burden Lake (per season), providing the DEC will issue permits for same, this water is to be used for the sole purpose of providing a water supply for irrigation of the Burden Lake Country Club Golf Course, which right shall constitute a

covenant running with the lands of the grantors with the following contingencies: In order to draw any water, the grantee must file for, and receive yearly permit(s) from the DEC, or any other governing body as required, granting the ability to draw water from Burden Lake. The grantee must abide by whatever restriction those permits may impose. The grantee must present copies of said approved permit to the BLCA yearly, prior to drawing any water each year; in order to draw water, the grantee must first install a flow meter in the irrigation pipe next to the existing valve so the flow (in gallons) leaving the Lake can be accurately measured. In order to draw water yearly the grantee must be a paid member in good standing with the BLCA, or it's successors, and make a yearly donation to the water quality. Fees are due by 6/30 each year and must be paid prior to drawing water. Once 2,000,000 gallons have been drawn, the grantors have the right to control the flow of water from the lake. Our primary goal is to ensure the waters of the lake remain safely navigable and to protect the residences and ecology around the lake. Further, the grantee agrees not waste the water resource by not allowing the water to over filling their irrigation retention pond(s) thus allowing water to flow down the Valatie Kill Creek.

**TO HAVE AND TO HOLD** the property 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 N.Y. Lien Law Section 13, hereby 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 purposes.

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

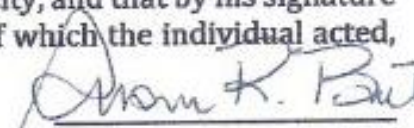
**IN PRESENCE OF:**

**Burden Lake Conservation Association, Inc**

By: 

STATE OF New York )  
COUNTY OF Rensselaer ) ss.:

On the 20<sup>th</sup> day of January in the year 2024 before me, the undersigned, personally appeared Cholsa Zantay 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this agreement.

  
Notary Public

Record and Return to:  
Malcolm McPherson  
PO Box 1000  
Averill Park, NY 12018

**SUSAN R. BENTLEY**  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02BE6322372  
Qualified in Rensselaer County  
My Commission Expires 04-06-2019

**Brian R. Holbritter, PLS  
34 Center Street  
Schaghticoke, NY 12154**

**Suggested Legal Description**

**Burden Lake Conservation Association, Inc.**

**Parcel A**

All that piece or parcel of land located in the Town of Nassau, County of Rensselaer and State of New York, and being more particularly described as follows:

Beginning at an existing iron rod in the westerly line of County Route 20 (also known as Totem Lodge Road) at the division line between the lands now or formerly of Michael DiPiazza and Maria Teresa DiPiazza as described in volume 10,054 of deeds at page 1 (on the south) and lands now or formerly of the Burden Lake Conservation Association, Inc. as described in volume 9996 of deeds at page 309 (on the north); thence running along said division line the following two (2) courses:

- 1) North 69°54'20" West a distance of 193.50 feet to a capped iron rod set;
- 2) North 38°49'10" West a distance of 360.72 feet to a point on the shoreline of Burden Lake, said point being North 38°49'10" West - 0.55 feet from an existing capped iron rod on line;

Thence running northerly along the shoreline of Burden Lake as it winds and turns for a distance of 88± feet to a point, said point being on a course of North 49°10'25" East - 80.57 feet from the last-mentioned point at the shoreline of Burden Lake; thence running South 59°45'50" East along the division line between the lands of said Burden Lake Conservation Association, Inc. (on the south) and lands now or formerly of Tod S. Teitsma and Alice M. Teitsma as described in volume 10,031 of deeds at page 143 (on the north), passing through an existing iron rod on line at a distance of 8.65 feet and continuing for a total distance of 576.37 feet to a capped iron rod set in the westerly line of fore mentioned County Route 20; thence running southerly along the westerly line of said County Route 20 the following two (2) courses:

- 1) South 63°24'30" West a distance of 41.00 feet to a point;
- 2) Along a curve which bears to the left having a radius of 350.00 feet, a length of 147.67 feet and a chord of South 51°19'05" West - 146.57 feet to the point or place of beginning. Containing 2.00± acres of land.

The bearings contained herein are based on Grid North for the East Zone of New York State (True North at 74°20' West Longitude) as determined from GPS observations.

2024 New Golf course Easement.

**DEED OF EASEMENT**

Made as of this the 17<sup>th</sup> day of January, 2024, by and between Burden Lake Conservation Association, Inc., with a business address of 8 Brook Spring Ave, Averill Park, NY 12018, and Burden Lake Preservation Corporation, with a business address of 87 Gundrum Point Rd, Averill Park, NY 12018 its successors and/or assigns (hereinafter referred to as "Grantors"), and Burden Lake Golf and Country Club, Inc. a/k/a Burden Lake Enterprises, Inc. and its successors and/or assigns (hereinafter referred to as "Grantee");

**WITNESSETH:**

**WHEREAS** Burden Lake Golf and Country Club, Inc. is the owner of property located at 162 Totem Lodge Rd, Town of Nassau, Rensselaer County, New York (deed recorded in Rensselaer County Clerk's Office, in Liber 1360 page 752) (hereinafter referred to as the "BLG&CC", which is adjacent to the property of the Grantor, (hereinafter referred to as the "BLCA" Property"); and

**WHEREAS**, the Burden Lake Golf and Country Club, Inc seeks an easement across the BLCA Property, as set forth on the map and survey, a copy of which is annexed hereto and incorporated herein; and

**WHEREAS**, the Grantor and Grantee have agreed that it is mutually beneficial to enter into this Easement Agreement to provide an easement over the BLCA Property to benefit the BLG&CC Property for the purpose of erecting and maintaining pipes, together with the right to the grantee of erecting and maintaining flow meter, water pumps and pipes under and upon and over said 40' wide easement, this however gives no rights to the grantee of recreation on the lake, boating, swimming, or any other such activities on the said lake.

**NOW, THEREFORE**, in consideration of Ten Dollars (\$10.00), and other valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Grantor hereby grants to Grantee, a non-exclusive easement for the benefit of the BLG&CC Property over the BLCA Property.
2. The Easement Area shall include the property more particularly described in the attached legal description prepared by Brian R. Holbritter, PLS Land Surveyor.
3. The grantors further grant to the grantee the right, to draw a maximum of 2,000,000 gallons of water from Burden Lake (per season), providing the DEC will issue permits for same, this water is to be used for the sole purpose of providing a water supply for irrigation of the Burden Lake Country Club Golf Course, which right shall constitute a covenant running with the lands of the grantors with the following contingencies:



- A. In order to draw any water, the grantee must file for, and receive yearly permit(s) from the DEC, or any other governing body as required, granting the ability to draw water from Burden Lake. The grantee must abide by whatever restriction those permits may impose. The grantee must present copies of said approved permit to the BLCA yearly, prior to drawing any water each year.
  - B. In order to draw water, the grantee must first install a flow meter in the irrigation pipe next to the existing valve so the flow (in gallons) leaving the Lake can be accurately measured.
  - C. In order to draw water, yearly the grantee must be a paid member in good standing with the BLCA, or it's successors, ( current membership is \$65 .00 per year, subject to change) and make a yearly donation to the water quality fund (suggested amount currently set at a minimum of \$200.00 per year, subject to change). Fees are due by 6/30 each year and must be paid prior to drawing water.
  - D. Once 2,000,000 gallons have been drawn, the grantors have the right to control the flow of water from the lake. Our primary goal is to ensure the waters of the lake remain safely navigable and to protect the residences and ecology around the lake. Further, the grantee agrees not waste the water resource by not allowing the water to over filling their irrigation retention pond(s) thus allowing water to flow down the Valatie Kill Creek.
4. The Grantee shall be responsible for the consequences of any actions or damage caused by anyone using the Easement Area who has accessed it from Grantee's Property.
  5. The easement is non-exclusive.
  6. The Easement shall be for the benefit of only the Grantee and successors and/or assigns.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

**Burden Lake Preservation Corporation**

By Wayne P. Smith  
 , President

**Burden Lake Conservation Association, Inc.**

By [Signature]  
 , President

# Deeds for Weir

## DEED

THIS INDENTURE made as of the 21<sup>st</sup> day of February 2023, by and between:

JOSEPH P. DENSMORE, with an address of PO Box 96, Averill Park, NY 12018,  
party of the first part,

AND

BURDEN LAKE PRESERVATION CORPORATION, a domestic not-for-profit corporation,  
with an address of 87 Gundrum Point Rd, Averill Park, NY 12018,  
party of the second part.

WITNESSETH, that the party of the first part, in consideration of the ten (\$10.00) Dollars, paid by the party of the second part, do hereby grant and release unto the party of the second part, the successors and assigns of the party of the second part forever,

### SEE SCHEDULE "A" ATTACHED

BEING A PORTION of the lands described in a Deed from Joseph P. Densmore and Liane M. Densmore to Joseph P. Densmore dated December 16, 2022 and recorded in the Rensselaer County Clerk's Office January 10, 2023 in Book 10290 at Page 296.

THE ABOVE described parcel of land is to be merged with existing lands of Burden Lake Preservation Corp. and become a portion of Tax Map Parcel Number 169.-4-1. It is not to be considered a separate parcel of land.

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, its successors and assigns forever.

AND the party of the first part covenant as follows,

FIRST the party of the first part are seized of said premises in fee simple, and have good right to convey the same;

SECOND, the party of the second part shall quietly enjoy the said premises,


THIRD, the party of the first part will forever Warrant the title to said premises,

**FOURTH**, the party of the first part, in compliance with Section 13 of the Lien Law, covenant 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.

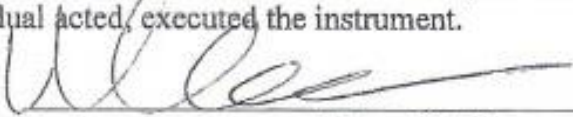
**IN WITNESS WHEREOF**, the party of the first part have duly executed this deed the day and year first above written.

In presence of:

  
\_\_\_\_\_  
Joseph P. Densmore

State of New York        )  
County of Rensselaer    ) ss.:

On this 21<sup>st</sup> day of February 2023, before me, the undersigned, personally appeared, Joseph P. Densmore, personally known 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public

**Return and Record:**  
Thomas West, Esq.  
575 Broadway, 2<sup>nd</sup> Fl  
Albany, NY 12207

Malcolm A. McPherson  
Notary Public, State of New York  
Qualified in Rensselaer County, 02M6520481  
My commission expires April 27, 2025

## SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Sand Lake, County of Rensselaer and State of New York, being bounded and described as follows:

BEGINNING at an iron rod found at the southeasterly corner of lands described in a Deed from Anthony Ingenoso to Joseph Densmore and Liane Densmore dated November 2, 2001 and recorded in the Rensselaer County Clerk's Office November 19, 2001 in Volume 292 at Page 1554.

THENCE along the lands now or formerly of Patrick E. Wells and Rose Marie Wells (Book 1780 Page 55) North 25 degrees 18 minutes 15 seconds West for a distance of 253.20 feet to a point in the centerline of the Wynantskill. Said line passes through a capped iron rod set on line at a distance of 233.41 feet from the beginning of the course.

THENCE northeasterly along said centerline of the Wynantskill a distance of 442.5 feet more or less to a point which lies the following three tie courses from the last mentioned point:

- 1) North 45 degrees 15 minutes 00 seconds East for a distance of 115.40 feet;
- 2) North 13 degrees 42 minutes 00 seconds East for a distance of 161.90 feet;
- 3) North 26 degrees 36 minutes 45 seconds East for a distance of 113.96 feet;

THENCE along the lands now or formerly of Kenneth Cushman and Alexandra Cushman (Volume 10025 Page 234), continuing along the centerline of the Wynantskill, North 20 degrees 22 minutes 10 seconds East for a distance of 50.00 feet.

THENCE through the lands of said Densmore the following two courses:

- 1) South 21 degrees 43 minutes 50 seconds East for a distance of 74.20 feet to a capped iron rod set. Said line passes through a capped iron rod set on line at a distance of 26.40 feet from the beginning of the course;
- 2) South 63 degrees 49 minutes 56 seconds East for a distance of 250.77 feet to a point in the southeasterly line of lands of said Densmore. Said line passes through a capped iron rod set on line at a distance of 225.77 feet from the beginning of the course;

THENCE along the existing division line of lands of Densmore on the northwest and lands of Burden Lake Preservation Corp. (Volume 265 Page 2291) on the southeast South 37 degrees 20 minutes 00 seconds West for a distance of 549.22 feet to the POINT OF BEGINNING.

CONTAINING 2.64+/- ACRES OF LAND

ALL AS shown on a survey map entitled "LOT LINE ADJUSTMENTS BETWEEN LANDS OF JOSEPH P. DENSMORE & LIANE M. DENSMORE, DANIELL. ALGER & BURDEN LAKE PRESERVATION CORP." dated September 1, 2022, prepared by McGrath Land Surveyors and filed in the Rensselaer County Clerk's Office November 2, 2022 in Drawer 2022 as Map Number 126.

TOGETHER WITH an easement fifty feet wide, along the westerly line of the remaining lands of Densmore. Said line running fifty feet easterly from and parallel with the centerline of the Wynantskill as shown on the above mentioned survey map.

## DEED

**THIS INDENTURE** made as of the 1<sup>st</sup> day of January, 2023, is by and between:

**DANIEL L. ALGER**, an individual with an address of 256 Garner Rd, Averill Park, New York 12018,

as party of the first part,

**AND**

**BURDEN LAKE PRESERVATION CORPORATION**, a New York not-for-profit corporation, with an address of 87 Gundrum Point Rd, Averill Park, New York 12018,

as party of the second part.

**WITNESSETH**, that the party of the first part, in consideration of the Ten (\$10.00) Dollars, and other good and valuable consideration, paid by the party of the second part, the receipt and sufficiency of which is hereby acknowledged by the party of the first part, does hereby grant, release and convey unto the party of the second part, and the successors and assigns of the party of the second part, forever, the following:

### SEE SCHEDULE "A" ATTACHED

**BEING** the same premises conveyed from Scott Daly and Jennifer Daly by deed to Daniel L. Alger dated August 9, 2013 and recorded in the Rensselaer County Clerk's Office on October 2, 2013 in Volume 6953 at Page 119.,

**THE ABOVE** described parcel of land is to be merged with existing lands of Burden Lake Preservation Corp. and become a portion of Tax Map Parcel Number 169.-4-1. It is not to be considered a separate parcel of land.

**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, and its successors and assigns, forever.

**AND** the party of the first part covenant as follows,

**FIRST** the party of the first part is seized of said premises in fee simple, and has good right to convey the same;

**SECOND**, the party of the second part shall quietly enjoy the said premises,


**THIRD**, the party of the first part will forever **Warrant and Defend** the title to said premises,

**FOURTH**, the party of the first part, in compliance with Section 13 of the Lien Law, covenant 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 have duly executed this deed the day and year first above written.

In presence of:

  
Daniel L. Alger

State of New York        )  
County of Rensselaer    ) ss.:

On this 17<sup>th</sup> day of December 2022, before me, the undersigned, personally appeared, Daniel L. Alger, personally known 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

**Return and Record:**  
Thomas West, Esq.  
575 Broadway, 2<sup>nd</sup> Fl  
Albany, NY 12207

## Schedule A

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Sand Lake, County of Rensselaer and State of New York, being bounded and described as follows:

BEGINNING at a point in the centerline of the Wynantskill at the northeasterly corner of lands described in a Deed from Scott Daly and Jennifer Daly to Daniel L. Alger dated August 9, 2013 recorded in the Rensselaer County Clerk's Office October 2, 2013 in Volume 6953 at Page 119.

THENCE southwesterly along the centerline of said Wynantskill 442.5 feet, more or less, to a point which lies the following three tie courses from the Point of Beginning:

- 1) South 26 degrees 36 minutes 45 seconds West for a distance of 113.96 feet;
- 2) South 13 degrees 42 minutes 00 seconds West for a distance of 161.90 feet;
- 3) South 45 degrees 15 minutes 00 seconds West for a distance of 115.40 feet;

THENCE along the lands now or formerly of Patrick E. Wells and Rose Marie Wells (Book 1780 Page 55) North 25 degrees 18 minutes 15 seconds West for a distance of 20.85 feet to a capped iron rod set.

THENCE northerly, through the lands of said Alger, along the bottom of a bank, 554.5 feet more or less to a point which lies the following six tie courses from the last mentioned point:

- 1) North 47 degrees 47 minutes 20 seconds East for a distance of 61.17 feet to a capped iron rod set;
- 2) North 03 degrees 14 minutes 05 seconds East for a distance of 137.09 feet to a capped iron rod set;
- 3) North 51 degrees 07 minutes 20 seconds West for a distance of 67.36 feet to a capped iron rod set;
- 4) North 00 degrees 23 minutes 15 seconds West for a distance of 157.02 feet to a capped iron rod set;
- 5) North 84 degrees 47 minutes 20 seconds East for a distance of 39.78 feet to a capped iron rod set;
- 6) North 12 degrees 30 minutes 50 seconds East for a distance of 84.03 feet to a capped iron rod set;

THENCE along the lands now or formerly of Kenneth Cushman and Alexandra Cushman (Volume 10025 Page 234) South 40 degrees 31 minutes 00 seconds East for a distance of 185.90 feet to the POINT OF BEGINNING. Said line passes through a capped iron rod set on line at a distance of 140.27 feet from the beginning of the course.

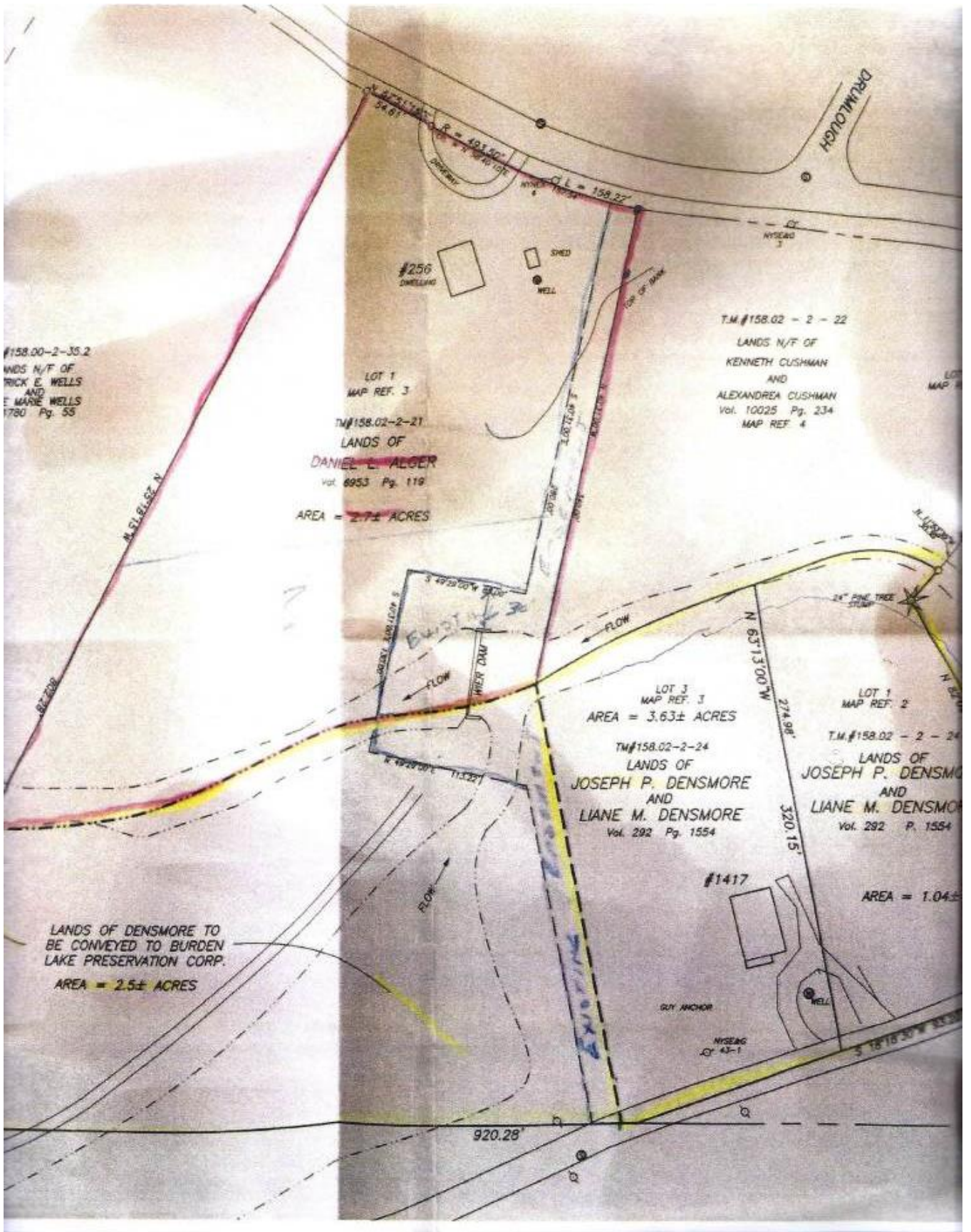
CONTAINING 0.96+/- ACRES OF LAND

ALL AS shown on a survey map entitled "LOT LINE ADJUSTMENTS BETWEEN LANDS OF JOSEPH P. DENSMORE & LIANE M. DENSMORE, DANIEL L. ALGER & BURDEN LAKE PRESERVATION CORP." dated September 1, 2022, prepared by McGrath Land Surveyors and filed in the Rensselaer County Clerk's Office November 2, 2022 in Drawer 2022 as Map Number 126.

TOGETHER WITH an easement for ingress and egress, twenty feet wide and approximately one hundred fifty four feet deep, running from the southerly line of Gamer Road, along the northeasterly line of lands of Alger to the above described parcel, as shown on the mentioned survey map.







Map shows older Easements to and around Weir.

# The Burden Lake Preservation Corp.

## Corporate papers

F 000110000315

The University of the State of New York  
Education Department



STATE OF NEW YORK :  
: ss.:  
COUNTY OF ALBANY :

Pursuant to the provisions of section 216 of the Education Law and section 104, subdivision (e) of the Not-For-Profit Corporation Law, consent is hereby given to the filing of the annexed certificate of incorporation of BURDEN LAKE PRESERVATION CORPORATION, a Not-for-Profit corporation.

This consent to filing, however, shall not be construed as approval by the Board of Regents, the Commissioner of Education or the State Education Department of the purposes or objects of such corporation, nor shall it be construed as giving the officers or agents of such corporation the right to use the name of the Board of Regents, the Commissioner of Education, the University of the State of New York or the State Education Department in its publications or advertising matter.

This consent to filing is granted with the understandings and upon the conditions set forth on the reverse side of this form.

IN WITNESS WHEREOF this instrument is executed and the seal of the State Education Department is affixed this 3rd day of January, 2000.

Richard P. Mills  
Commissioner of Education

By:

A handwritten signature in cursive script, appearing to read "Richard L. Nabozny".

Richard L. Nabozny  
Senior Attorney



This consent to filing is granted with the understanding that nothing contained in the annexed corporate document shall be construed as authorizing the corporation to engage in the practice of law, except as provided by subdivision 7 of section 495 of the Judiciary Law, or of any of the professions designated in Title VIII of the Education Law, or to conduct a school for any such profession, or to hold itself out to the public as offering professional services.

This consent to filing is granted with the further understanding that nothing contained in the annexed corporate document shall be construed as authorizing the corporation to operate a nursery school, kindergarten, elementary school, secondary school, institution of higher education, cable television facility, educational television station pursuant to section 236 of the Education Law, library, museum, or historical society, or to maintain an historic site.

This consent to filing shall not be deemed to be or to take the place of registration for the operation of a business school in accordance with the provisions of section 5001 of the Education Law, nor shall it be deemed to be, or to take the place of, a license granted by the Board of Regents for the operation of a private school pursuant to the provisions of section 5001 of the Education Law, a license granted by the Commissioner of Motor Vehicles pursuant to the provisions of section 394 of the Vehicle and Traffic Law, a license as an employment agency granted pursuant to section 172 of the General Business Law, or any other license, certificate, registration, or approval required by law.

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SERVICO 35

F 000110000315

CERTIFICATE OF INCORPORATION

OF

**BURDEN LAKE PRESERVATION CORPORATION**

Under Section 402 of the Not-for-Profit Corporation Law

IT IS HEREBY CERTIFIED THAT:

1. The name of the corporation is:

**BURDEN LAKE PRESERVATION CORPORATION**

2. The corporation is a corporation as defined in subparagraph (a)(5) of Section 102; the corporation is a Type B Corporation.

3. The purpose(s) for which this corporation is formed are as follows:

To maintain, preserve and enhance the water quality and ecological health of Burden Lake and the value of its lakefront. To encourage, promote and conduct educational and instructional programs, courses and seminars relative to the good and well-being of the lake. To acquire, own, hold manage, lease, sell and convey such real and/or personal property rights as may be necessary and desirable to carry out the full purpose of the Corporation; and, in general, to advance and promote the interests of the members of the Burden Lake Preservation Corporation.

Nothing herein shall authorize the corporation to operate or maintain a library, museum or historical society.

Nothing herein shall authorize this corporation, directly or indirectly, to engage in or include among its purposes any of the activities mentioned in Not-for-Profit Corporation Law Section 404 (b) through (u).

In furtherance of its corporate purposes, the corporation shall have all general powers enumerated in Section 202 of the Not-for-Profit Corporation Law, together with the powers to solicit grants and contributions for corporate purposes.

4. Notwithstanding any other provision of these articles, the corporation is organized exclusively for one or more of the purposes as specified in Section 501 (c) (3) of the Internal Revenue Code of 1986, and shall not carry on any activities not

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permitted to be carried on by a corporation exempt from Federal income tax under Internal Revenue Code Section 501 (c) (3) or corresponding provisions of any subsequent Federal tax laws.

No part of the net earnings of the corporation shall inure to the benefit of any member, trustee, director, officer of the corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation), and no member, trustee, director, officer of the corporation or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the corporation.

No substantial part of the activities of the corporation shall be carrying on propaganda, or otherwise attempting to influence legislation (except as otherwise provided by Internal Revenue Code Section 501 [h]) or participating in or intervening in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office.

In the event of dissolution, all of the remaining assets and property of the corporation, shall, after necessary expenses thereof, be distributed to another organization exempt under Internal Revenue Code Section 501 (c) (3), or corresponding provisions of any subsequent Federal tax laws, or to the Federal Government, or state or local government for a public purpose, subject to the approval of a Justice of the Supreme Court of the State of New York.

In any taxable year in which the corporation is a private foundation as described in Internal Revenue Code Section 509 (a), the corporation shall distribute its income for said period at such time and manner as not to subject it to tax under Internal Revenue Code Section 4942, and the corporation shall not (A) engage in any act of self-dealing as defined in Internal Revenue Code Section 4941 (d), retain any excess business holdings as defined in Internal Revenue Code Section 4943 (c), (B) make any investments in such manner as to subject the corporation to tax under Internal Revenue Code Section 4944, or (C) make any taxable expenditures as defined in Internal Revenue Code Section 4945 (d) or corresponding provisions of any subsequent Federal tax laws.

5. The office of the corporation is to be located in the State of New York, County of Rensselaer.

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6. The names and addresses of the initial directors of the corporation are:

Mark M. Cioffi, 34 Climer Circle Road, West Sand Lake, New York 12196;

Frank J. Maier, 77 Gundrum Point Road, Averill Park, New York 12018;

Robert M. Maier, Van Patten Road, Averill Park, New York 12018;

Wayne L. Pratt, 9 Kitty Lane, Rensselaer, New York 12144;

Paul Ashline, 898 Church Street, Troy, New York 12180,

Joseph T. Johnson, 87 Gundrum Point Road, Averill Park, New York 12018.

7. The duration of the corporation is perpetual.

8. The Secretary of State is designated as the agent of the corporation upon whom process against the corporation may be served, and the address to which the Secretary of State shall mail a copy of any process against the corporation served upon him is Joseph T. Johnson, 87 Gundrum Point Road, Averill Park, New York 12018.

IN WITNESS WHEREOF, this certificate has been subscribed by the undersigned who affirm(s) that the statements made herein are true under the penalties of perjury.

DATED: December 3, 1999

s/JOSEPH T. JOHNSON

Joseph T. Johnson, Incorporator  
87 Gundrum Point Road  
Averill Park, New York 12018



5

F000110000315

# SERVICO 35

CERTIFICATE OF INCORPORATION

OF

BURDEN LAKE PRESERVATION CORPORATION

Under Section 402 of the Not-for-Profit Corporation Law

JAN 10 1 01 PM '00

JAN 7 3 07 PM '00

RECEIVED

STATE OF NEW YORK  
DEPARTMENT OF STATE

FILED JAN 10 2000

TAX \$ 9

BY: JW

REUSSELAER

JW-49 PE-B

## DRAWDOWN

FILER:

Joseph Johnson

87 Gundrum Point Road

Averill Park, New York 12018

REFERENCE:

6

000110000336



Department of the Treasury  
Internal Revenue Service  
Tax Exempt and Government Entities  
P.O. Box 2508  
Cincinnati, OH 45201

BURDEN LAKE PRESERVATION CORPORATION  
87 GUNDRUM POINT ROAD  
AVERILL PARK, NY 12180

Date:  
04/05/2022  
Employer ID number:  
14-1831470  
Person to contact:  
Name: Customer Service  
ID number: 31954  
Telephone: 877-829-5500  
Accounting period ending:  
December 31  
Public charity status:  
509(a)(2)  
Form 990 / 990-EZ / 990-N required:  
Yes  
Effective date of exemption:  
March 14, 2022  
Contribution deductibility:  
Yes  
Addendum applies:  
No  
DLN:  
26053475004372

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

*Stephen A. Martin*


Stephen A. Martin  
Director, Exempt Organizations  
Rulings and Agreements

Letter 947 (Rev. 2-2020)  
Catalog Number 35152P




**The Burden Lake Preservation Corp.**  
History, Book of Deeds, and Incorporation papers

by **Larry McKeough**  
in conjunction with The Burden Lake Preservation Cooperation

A blue silhouette map of Burden Lake, showing its irregular shape with several smaller inlets and peninsulas.


**The Burden Lake Dam System:**  
1831 - 2024

by **Larry McKeough**  
in conjunction with The Burden Lake Preservation Corporation

A blue silhouette map of Burden Lake, identical to the one in the first booklet. A red circle highlights the northernmost point of the lake, with a white arrow pointing to it from the text "Dam System location".


**Elevation and Bathymetric survey measurements around Burden Lake.**

by **Larry McKeough**  
in conjunction with The Burden Lake Preservation Cooperation

A blue silhouette map of Burden Lake, identical to the one in the first booklet.

**The Woods development at Totem Lodge**  
Burden Lake 2020 - 2023

by **Larry McKeough**  
in conjunction with The Burden Lake Preservation Cooperation  
and  
The Burden Lake Conservation Association

A blue silhouette map of Burden Lake, identical to the one in the first booklet.