

# **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



Rev 7

## **History of the proposed developments for the Totem Lodge Property**

Began as Totem Lodge resort which started in 1911.

- After numerous owners, Totem Lodge went out of business and sold to David Schoenholt in 1955. He tried to restart the resort in the 60's but failed.
- Schoenholt sold the property to Timberland Development in 1984 who named the project Totem Heights.
- Timberland's original plans called for 40 lots and included some multi-unit buildings. They had included common docks and lake access for lots that did not have lake front.
- That is when the BLIA got involved and after lots of negotiation and with the help of legal counsel, got the project reduced to 20 homes. There were several different proposals floating around at that time, some had 30 homes and others had 40
- Timberland never built or sold anything at Totem heights, went bankrupt and the bank took over the property.
- Mr. Gold purchased the property from the bank in 1993 and the project was named Totem Lodge Estates. The BLIA went to work right away negotiating with Mr. Gold to reduce the number of lots and homes further to minimize the impact on the lake. When they were struggling with things like number of lots, setbacks, clearing of trees, and the questionable Environmental Impact Statement with nutrient loading studies, they brought in legal help. The lawyers were able to bring in experts in these matters and that had a big impact with the Planning board. The Legal firm was Marc Gertsman Law Firm and Kathleen Martins and then Michelle Pagen represented the BLIA at Town Board and Planning Board meetings. Because of the legal representation, those negotiations helped the BLIA in 2005 to finally get Gold to agree to 18 lots, a boat launch, deed covenants, and storm water remediation. A home run in those days!
- We owe a big Thanks to the BLIA members who fought these developments and got many concessions to protect our lake many years ago. GREAT JOB!

### **About the current Town approved Subdivision (which lay dormant 15 years)**

- Mr. Gold went through the formal process of creating a Town approved subdivision which included:
- 14 lots with lake front and 4 without lake front are approved.
- Went through the entire Town/State Approval process
- Draft Environmental Impact Statement 7/2002
- Public hearings 9/2002 and 2/2003
- Final Environmental Statement accepted by the Planning Board 12/2005
- Addendum to Final Environmental Impact Statement 7/2005, revised 12/2005
- Public review period ended 1/2006

- State Environmental Quality Review Findings Statement 4/2006
- Mr. Gold Intended to be the GC developing the land, clearing the lots, installing the roads and all the Storm Water Pollution Prevention infrastructure, Building the homes, installing septic systems, wells, possibly installing a boat launch ramp, and be a sole point of contact for the Town, the homeowner, building inspector, and the Planning Board's Site Plan Review process.
- Gold paid for all permits to be renewed every year since 2006 in order to keep the project alive.
- Around 2015 Gold finally started installing driveways off Totem Lodge road to 5 of the 7 lots in phase one of the project.
- In the end, Gold never sold any lots. His wife passed in March 2019 and Sheldon passed 1/3/2020
- According to the Albany Business review, "Sheldon Gold tried for many years to sell the 113 acres of woods he owned on the east shore of Burden Lake in Rensselaer County. A deal had been elusive despite his zeal for talking up the land's beauty."
- **Gold's heirs sold the project including the approved subdivision to American Land & Lakes July 2020.**

#### About American Land & Lakes.

American Land & Lakes creates individual Limited Liability Corporations (LLC) for each project they develop. For this project, now known as The Woods on Burden Lake, they created an LLC named BLNYLP,LLC

In the last 3 years they completed 30 some subdivisions anywhere in size from 14 lots to 100 lots. All toll they subdivided and sold approximately 800 lots in 3 years. Each project a different LLC. They do not build homes, they sell lots.

#### What makes this developer different from Mr. Gold

BLNYLP,LLC is installing the roads, Storm Water Pollution Protection infrastructure, potentially installing a boat launch ramp, creating a Home Owners Association, and then selling all the lots to the public. They do not build homes. The lots are sold direct and not handled through realtors. **These are NOT what is commonly called (BOHA) Board of Health Approved lots. Each lot will require site plan review with the Town of Nassau Planning Board (which is a good thing for the lake) in order to determine exactly where the house and septic system will be located on the lot prior to getting a building permit. In conjunction, all 18 will need to obtain their own approval from the Rensselaer County Department of Health for Septic design, engineering, and placement on each lot. The type of soils and steep slopes may make this difficult and costly for the new buyers. The Town, Building Inspector and Planning Board will need to deal with 18 different homeowners, excavators, Architects, Engineers, Builders, Etc. Etc. It will be much more difficult to control this project and ensure things are done correctly as opposed to dealing with one GC in charge of the whole project.**

### **Why & when we formed a Totem Lodge Sub Committee**

- The BOD of BLCA formed the committee in October 2020 as soon as work on Cayuga Court began. Our initial goals were to:
- be organized.
- communicating amongst committee members.
- agree on our direction
- communicate with town of Nassau and Dave Fleming.
- continue to monitor project legal requirements.
- Monitor conditions at the site frequently
- request to town of Nassau possible additional conditions.
- keep our BLCA members informed.

### **About our committee**

The committee consists of the entire BLCA Board of Directors plus the following people:

Steve Q., Chelsea Zantay, Steve Scarlata, Walt Vandeloo, Wendy Will, Paul Ashline, Mark Cioffi, Terry Nord, Craig Cioffi, John Keeler, Larry McKeough

**The Committee reviewed all the pertinent environmental documents relative to the 2006 sub division approval.**

**We also reviewed the 100+ page HOA document** which took a long time to get because it was written by AL&L and had to be approved by the Attorney General's office. The AG's office approved it on 7/26/21 but we didn't get a copy for more than a month. We sent TW a 6 page letter outlining our concerns with language in the HOA. Many got resolved when we proved we owned Parcel A, but some never got addressed.

**We held an emergency meeting** with the full BLCA membership invited in May 2021.

Th membership voted to hire an Attorney.

**The BLCA Hired Tom West** by June 2021.

**We identified all our major concerns: (status is in red as of 2/1/24)**

**Concern 1 - The proposed Boat Launch (Parcel A) (resolved)**

We discovered language in the deeds from the 1860's where by Frederick Batzolt conveyed a 3.1 acre parcel to the Wynantskill Improvement Association. After weeks of discoveries we determined that parcel was located exactly where the proposed boat launch site (parcel A) was. The Burden Lake Preservation Corporation (BLPC) (of which the BLCA is a 25% owner) owns what is left of the Wynantskill Improvement Association, thus owning Parcel A. Since the BLCA did all the research and paid for additional title work verifying our discovery, the BLPC has agreed to give Parcel A to the BLCA. *American Land & Lakes (AL&L) has agreed to give us a quit claim deed to parcel A. It will be up to the BLCA to decide if there will ever be a boat launch on that site. (This is significant because AL&L planned on giving all 24 lots- including those on the golf course side of Totem Lodge Road- lake access through Parcel A calling it a Common Area)*

**Concern 2 - Docks along the eastern shore of the lake (resolved)**

We have perfected the BLPC's rights of ownership of the lands under and up to the "High Water Mark" of Burden Lake. We made many discoveries in this process and had additional title work done to prove our ownership. *AL&L had to concede that they did not own under the water or the shoreline and that the BLPC/BLCA will have the right to have every lake front parcel apply for permission to have a dock. (As I write this, the BLCA is finalizing the Dock Permit Process). The Associations will need to set the design criteria for any docks applied for. Further they agree that nothing can be moored to the bottom of the lake without permission from the Associations. In addition, parcel one will only be allowed a very small dock and no motorized boats, while parcel 2 will be allowed a smaller dock than others.*

**Concern 3- Access to the lake from back parcels (resolved)**

After our discoveries of ownership, *AL&L has agreed that parcel A would not be a "common area" and no parcels "not fronting on Burden Lake" can have any access to the lake whatsoever.*

**Concern 4 - Sewers vs. Septic Systems (Not solved)**

This problem has not been fixed yet. We are in hopes that at some point the Sewer District will be extended up Totem Lodge Road and the 18 new homes will get connected. This is mostly a Town of Nassau issue.

**Concern 5- Set back from the lake (resolved)**

This problem has been solved and the set back is 150'. The sub-divider has now marked the 150' line with surveyors tape so new land owners will know where the 150' mark is. No clearing of any kind can be done in this "buffer zone" with the exception of dead or fallen trees and a 4' wide foot path to the lake. In addition, tree clearing and grading for any building envelope is limited to 1(one) acre per parcel.

## **Concern 6 - Road ownership (remains with HOA not Town)**

The road (Cayuga Court) will be owned by the Home Owners Association (HOA). In addition they will own the storm water management system. While we wanted very much to have the Town take ownership of this road/storm water system ( like it was originally planned and approved), it has not happened. The HOA has projected costs of maintaining these items and every lot owner will contribute to the cost. It could prove problematic in the future.

## **Concern 7- Valatie Kill watershed ( we have to live with this)**

This problem has not been solved. We are still working on this as of 5/16/22. It still could be a problem in the future. However the HOA will have ownership of the SWPP and would presumably be responsible. Since Parcel A has not been surveyed yet, that drainage problem might be on Parcel A. *So we added to our legal agreement with AL&L the clause " BLNYLP, LLC shall indemnify and hold harmless the BLPC/BLCA and their directors, officers and members from any liability that results from the development of Parcel A prior to the transfer of title contemplated by this paragraph."*(Survey is done and the ponding water is on Parcel A)

## **Concern 8- Language of the HOA (mostly resolved)**

This has proved more difficult than anticipated. It took months for us to get a copy of the HOA which was approved in the end of this past July. First of all, we notified the Attorney General's Office months earlier that there were on-going land disputes with this development and asked them NOT to approve the HOA until those disputes could be settled. We thought we had their agreement, and then they approved it anyway. This is something like a 160 page document. After scrutinizing the document, we wrote a 6 page letter detailing our concerns. Most of those concerns centered around the fact that we felt we owned Parcel A and the land to the high water mark. *Once AL&A conceded those issues in our legal agreement this past week, all of those items went away. However there are still some remaining issues to be dealt with. They will be listed later in this letter.*

## **Concern 9- Membership in the BLCA and Water Quality Fund(resolved)**

The HOA has language that makes each parcel owner become members of the BLCA. It originally had some language about contributing to the water quality fund which somehow got lost in the shuffle. We wouldn't let this issue go away, and in the legal agreement it says *BLNYLP, LLC shall contribute the sum of \$8400 to the voluntary water quality fund and shall encourage purchasers of Lots 1 through 14 to make voluntary contributions in the future.* This is a donation for 3 years in advance for Water Quality Funds for these 14 lake front parcels.

## **Suggestion of things which should be done going forward (as of 11/14/21)**

Insure that all the items shown in the legal agreement are finalized, Quick Claim Deeds, payment of \$8400.00 etc.etc. This has been completed! (DONE)

Have Parcel A surveyed and staked out. The 4 corners are staked out.(DONE)

Make the design criteria for docks before any are requested. (DONE)

If sewers never get extended, we need to have some type of agreement about septic system maintenance for these parcels (Not Done)

### **Clear up HOA issues:**

Remove any language referring to "Tenants", We are concerned with these places becoming B&B's or Air B&B's (Not Done)

Add wording that parcels 1 thru 14 must also contribute to the BLCA water quality fund each year. (currently \$200, subject to change) (Done)

Correct typo on page 25 Article X section10.03 - Minimum square footage is typed "one thousand" and in brackets shown as "(1500)" (Not Done)

Guest Quarters page 25 Article X section10.04 - we don't recall seeing any mention of this in any of the original documents?? (Not Done)

Page 25 section 10.05 - Barns workshops & storage buildings - "such structures must be located behind the main dwelling site" - *This is a little confusing, but with lake front lots we consider the front the side of the home that side which faces the lake. The back typically faces the road. Where are they suggesting to place the other buildings??* (Not Done)

**This is the BIG ONE** - form a committee who's sole job is to attend EVERY Town of Nassau Planning Board meeting being vigilant about what the town is approving on these lots. We have the details, we know them way better than the planning board does and we really care about what happens around the lake. Every owner must go before the Board for Site Plan Approval. Typically it will take anywhere from two to four visits to the planning board by each owner who will have their architects, engineers, and lawyers with them. WE MUST BE PRESENT, PREPARED AND VOCAL. (This is still an on going process as of 2/1/2024) (Walt VanDeLoo has taken the lead in this)

**We worked on the above concerns from 5/2021 to 11/12/2021.** (Some are still being worked on)



## **There were many negotiations with AL&L.**

**Largest issues:** We told AL&L this was a totally privately owned lake. They refused to believe us. They did not believe we owned the bottom of the lake up to the high-water mark. This was significant because the survey map of the subdivision they purchased from Mr. Gold's relatives showed the lot lines stopped before they reached the water. **They basically had Lake View property, not Lake Front as they thought.** The BLPC owned to the high water mark and they would need our permission for anyone to cross our property to access the lake.

We also discovered that the **BLPC owned the land where they wanted a boat launch ramp.** It's so easy to type this, reality was it took many hours and lots of \$\$ to prove these claims. A&G Title and Abstract Co. took Larry McKeough's research and Jim McKeough's "Parcel Summary of the former Totem Lodge Property" with maps proving the BLPC indeed owned Parcel A and gave us a 50 page "Abstract of Title" **In the end we proved everything to AL&L and then they had no choice but to begin to negotiate with us. For more details and the documentation used to prove this, see the booklet "BLPC History- book of deeds and incorporation papers" By Larry McKeough on your Associations web site.**

**In the summer of 2021 we began crafting various potential agreements. Finally on November 12, 2021 we had a mutually acceptable agreement and signed a legal "Letter of Intent" and then signed the official Agreement in March of 2022. (Copy later in this booklet)**

**In the process we insisted that AL&L had to disclose to prospective buyers all the issues with the Totem Lodge property, which they did begrudgingly. The list follows.**

### **Here is what we told them to disclose and we believe each prospective buyer got a hand out with this information.**

- 1 Of the 18 supposed lake front parcels, none actually have lake access. The Burden Lake Preservation Corp. (BLPC) owns the shore line, not BLNYLP LLC. The lot lines for each parcel clearly show that the lake side boundary lines do not extend all the way to the lake. **(resolved with our final agreement)**
- 2 The BLPC owns the bottom of the lake to the high-water mark, no one can anchor or moor anything to the bottom of the lake (such as a dock or raft) without permission from the BLPC. No boats can be moored to the bottom of Burden lake.
- 3 The BLPC/BLCA owns Parcel A (the boat launch site). The BLPC/BLCA will determine if that site will ever be used as a boat launch location or if BLNYLP LLC must turn it back to it's original state.
- 4 Each parcel owner is required to be members in good standing with the BLCA (Burden Lake Conservation Association) paying yearly dues and contributing to the water quality fund **(this language is in the final agreement and the HOA)**
- 5 The Totem Lodge property consisted of a resort with approximately 50 buildings which could accommodate up to 1000 guests. In the 1980's, most of those buildings along with their contents were bulldozed and buried on site. What looks like pristine forest is not! 40 years of growth covered up what was there in the early 1900's.
- 6 There is no public sewer system available to these lots. None of the lots being offered can be considered BOHA (board of health approved lots.) Rensselaer County has not approved the type of septic systems or locations yet for any lot. Perk tests were done 20 years ago and must be done again according to the health department. Many of these lots are on steep slopes with poor soils for septic systems. Each purchaser must meet with the County for particulars and possible locations of septic systems and wells.
- 7 Each lot owner must go to the Town of Nassau Planning Board for Site Plan Review and Building Permits. This includes thing like setting the building envelope, meeting all set-backs, location of septic, leach fields, well, buildings, driveway, etc.etc.

- 8 Front of lot versus back of lot definition - The lot faces Burden Lake. the front of the home therefore is the side which faces the lake. The back of home faces the roadway.
- 9 Buffer zones and setbacks - there are specific rules in the HOA for not clearing trees and other vegetation on all these lots. The 18 lake side parcels on Cayuga Court basically can't cut or do anything within 150' of the shore of Burden lake unless already dead. The only exception is that they are allowed a 4' wide walking path leading towards the shore.
- 10 Tree clearing and grading for any building envelope is limited to 1 (one) acre.
- 11 Utilities - There are utilities (electric/cable/phone) along **Totem Lodge Road**. Each lot owner along Totem lodge Road is responsible for extending these utilities to their building sites.
- 12 **Cayuga Court** (a private road) Has no utilities at all. The utilities are available on Totem Lodge Road only. It will be the individual owners and or the HOA's responsibility to extend electric/ cable/phone to each building site ( Eventually AL&L had NYSEG run above ground lines strung on telephone poles)
- 13 Docks - At this time, no parcels have permission to attach a dock to the shore line or anchor one to the bottom of the lake. (resolved in our final agreement with possible dock permits)
- 14 Boats - There is no specific boat launch site for these parcels. There are some privately owned places on the lake to launch boats with owners permission, If the dock situation can ever be worked out, there is very specific language in the HOA about the number and horse power of any boats allowed. No boats can be moored to the bottom of Burden Lake. ( The BLCA is developing a Dock Permit process for lake front parcels)
- 15 No boats (other than roof top type boats) may be launched from personal property. The BLPC owns the shoreline to the high water mark and has control of the shoreline.
- 16 HOA - all lots on the north side of Totem Lodge Road including lots on Cayuga Court, are required to join the HOA and abide by the HOA rules and pay whatever the fees are.

**We believe all of these things were disclose to prospective buyers. We were told by one of the purchasers they were given a hand out in the package with these things. We never saw the hand our ourselves.**

Before we signed the final agreement with AL&L, in February and early March of 2022, we pushed hard to get any SWPPP problems we were aware of --resolved. The issues were the North end of the Cul-de-sac drainage, the under road drain pipes from lot 15 to lots 10 & 11 which were not in the plans and making a mess of lot 10, and finally, all the storm water from Cayuga Court flowing and flooding onto Parcel A. We wanted AL&L to bring back a crew and fix the problems. There were many exchanges which ended with AL&L Attorney saying they would come back to address the problems when the weather was more favorable.

**Based on the 11/12/2021 "Letter of Intent" , The Final Agreement was signed 3/21/2022**

In essence, AL&L would give the BLCA a Quit Claim Deed to parcel A & the BLPC/BLCA would give AL&L a Quit Claim Deed for the lake front parcels agreeing that their property would end at the High-Water mark. There is specific language about docks and that the parcel owners will have to get permits from the BLCA in order to have a dock. The full agreement comes later in this book.

**AL&L had the big sale on 11/13/21** & initially sold all the lake front parcels and some non lake front parcels. eventually Some buyers backed out and Lots got resold. Some have exchanged hands more than once.

After the sale of the lots on 11/13/21, The BLCA formed a new Committee with Walt VanDeLoo leading the way to oversee the engineering and approval of these lots by the Town and the DEC.

Since the signing of the “Letter of Intent” on 11/12/2021 and the subsequent sale of the properties on 11/13/21, there has been a myriad of challenges for the DEC, HOA, the Town of Nassau, and new home owners. Before anyone can build (not a shovel has gone in the ground yet as of 2/1/2024) the individual lot owners must obtain their own SWPPPs. The DEC will not consider any lot owner SWPPPs until the SWPPP for the entire 120 acre subdivision is complete and turned over to the HOA. As of 2/1/2024 we do not believe the SWPPP has been turned over to the HOA because of constant drainage issues from the Cul-de-sac (even though they attempted to make some repairs) and numerous paper work issues where certain forms are not signed and certain inspections have not been done, among other things. We believe AL&L needs to fix all the problems (just as we have from the very beginning) before it hands it over to the HOA-- because then it will become a financial problem for the new HOA to pay for the repairs.

### **Here is what has happened since November 2021**

**First house** - lot 11 Got approved by the Planning Board on 7/2022 no questions about storm water management, how they complied with the site SWPPP etc. (this property was re-sold before anything was built)

**Second house** submitted , lot 9, got approved on 8/2022 by the planning board. Again, a larger house and driveway than anticipated and little if any discussions about storm water.

**Third house** submitted, lot 13 on 12/2022 got submitted as a small hotel- (8 bedrooms.) Entire clearing limits taken up by building and septic system. No room for parking. Proposed right on the edge of the ridge at the 150' mark. Again nothing about SWPPP or storm water. Large driveway & roof meant way more impervious surfaces than anticipated. Turned out to be a large duplex type house for 2 families. While the Planning Board only approved the first half of the house for now, **This is the application that made the new committee start digging through all the environmental approvals for the project,** and because of Walt VanDeLoo’s diligence, we discovered many other issues with this development which the previous committee had been unaware of. Issues like Total amount of Impervious Surfaces allowed for the 120 acre site, SWPPP’s for each building lot are required, expected ground water limits possibly being exceeded, then there were and are continuing problems with the cul-de-sac drainage because AL&L would not come back to make the needed repairs they were supposed to do at the Cul-de-sacs and the under road drainage between lots 15 and 11. (although they made a feeble attempt to resolve this problem with little to no success.) Unless fixed, lot 11 will always most likely have drainage problems.

Unbeknownst to the new lot owner (because his engineer never identified or mapped the storm water problems on his lot) this new owner of lot 13 had all the storm water from the end of the cul-de-sac flowing straight down his property running right through where his house was proposed to be built. The BLCA worked really hard to get this problem fixed before the SWPPP was handed over to the HOA. The BLCA was ignored for the most part by both the Town & The DEC. In 2023, AL&L finally installed a Level Spreader and some rip rap in an attempt to resolve the problem, but it is questionable whether it is working properly.

Lot 13 also brought to light the lackadaisical approach the Planning Board and Town Board of Nassau was taking towards this whole project and ignoring the concerns of the residents of Burden Lake. It also brought to light the fact that the DEC is simply not equipped to handle a project of this magnitude, and sensitivity on a lake, in a non-MS4 Town. The Town liked to blame everything on the DEC saying Nassau was not an MS-4 Town, or they were doing everything within their power, and claimed they did "more than any other Town ever did". Reality was, the Town Board voted to allow the project to transition from the original approval with the cul-de-sac being a Town owned road, to an HOA arrangement which absolved the Town of any responsibility for maintenance of the road or the storm water issues in perpetuity. They never should have been allowed to do this, there are some who claim that this change may have been enough to require a whole new 2022 subdivision approval. Because they allowed this monumental change, you would think the Town could have played a much more dominant role making sure AL&L engineered and installed everything correctly, just like they would have if the Town were to be the ultimate owners. You know, the Town certainly wouldn't want to spend any tax payer money fixing a new developer's road who's construction and or SWPPP wasn't constructed properly.

On 10/2023 one additional house was approved by the Planning Board , lot 2, with no apparent problems.

All the pertinent documents are attached. Originals of these, and many more documents are located in a locked fireproof file cabinet in the BLCA Club House.

Town of Nassau Planning Board  
Meeting Minutes  
August 17, 2006

Board Members:

Attendees: Walter Bertram, Melissa Toni, Don Carpentier, Sr.,  
Michael Oleary, Linda Laraway, Fred McCagg  
Attorney: Ron Gallantier, Joe Catalano, absent  
Engineer: Tom Field

Motion at 7:32 by Melissa to open the Planning Board meeting.  
Second by Walter. Passed Unanimously.

Public Hearings:-

1. Matter of a **minor subdivision for Susan Phelps on Fogerty Road** presented by Ray Smith: The public hearing was opened at 7:33. There was no public comment. At 7:38 a Motion by Melissa to close the public hearing, Second by Walter. Passed unanimously. Melissa made a Motion to use the short EA form and to have the Nassau Planning Board the lead agency. Second by Walter. Passed Unanimously. Motion by Melissa to issue the project and make a declaration. Second by Walter. Passed unanimously. Motion by Melissa to approve the final plat of the plan for Susan Phelps subdivision. Second by Walter. Passed unanimously.

Planned Business:

1. Matter of a **minor subdivision for Dan Cioteaux on Dunham Hollow Road**: Discussion was had on the date the last subdivision was filed. Motion by Melissa to accept the preliminary plat plan from Mr. Cioteaux. Second by Walter. Passed unanimously. Motion by Melissa to set the public hearing for 10/19/06. Second by Walter. Passed unanimously.

2. Matter of the **Totem Lodge Subdivision**. Tom Field reviewed planning progress via a letter which Melissa forwarded to Scott Galloway. A \$15,000 to \$20,000 escrow was recommended by Scott for the Town of Nassau to maintain the drainage basin for its life. The Stormwater SPDES permit has not yet been submitted and Mr. requested if conditional approval was a possibility. A representative of the Burden Lake Association asked to be recognized and was. He asked for the following: that they be kept informed of all deed covenants, that the deed covenants be on the plat, that they be kept notified of changes to said deed covenants

and that the plans be filed with the clerk. Mr was agreeable with each item requested. Motion by Melissa to accept the final plat for Totem Lodge with the following 7 conditions:

- 1) The easement for the storm drain at the end of Cayuga Court should be identified as to whom it is in favor of on the subdivision plan (sheet 3/14), which is assumed to be the Town of Nassau if the Town Highway Superintendent agrees to accept it.
- 2) The outlet of the storm drain at the end of Cayuga Court is a prime location for generating silt and should be thoroughly protected with rip rap stone fill. The erosion control plan for this area (sheet 10/14) should show permanent stone check dams and temporary silt fence barriers periodically between the outlet and the lake.
- 3) Submit a copy of the Stormwater SPDES permit to the Town when said permit is received .
- 4) Establish an escrow for an amount not to exceed \$20,000 to cover the town's cost of maintaining the drainage basin.
- 5) The Town Board agree to take over the road.
- 6) That approval as a County Highway is obtained.
- 7) Upon County Highway approval, that subdivision bonding be obtained for road construction in compliance with the subdivision regulations. right name of this? & can I get a copy of them?

Second by Walter. Passed unanimously.

The Planning Board will mail a copy of this conditional approval to Totem Lodge and Tom Field will get a bill to Totem Lodge as the escrow fund is depleted to \$300.

3. Matter of a **minor subdivision for Joe Zelenke on Route 203**. Discussion regarding the area for ingress and egress. It is 81' wide after the reciprocal easements from adjoining upper lot owners to each other. Discussion was had. Motion by Melissa to approve final plan with the condition that approval be obtained from the Zoning Board of Appeals of the reciprocal easement for the right of way for ingress and egress. Memo to be sent to ZBA from Planning Board recommending that they approve the reciprocal easement as an insubstantial variation from the code. Second by Walter. Passed unanimously.

4. Matter of a **minor subdivision for Dave Dickenson**. This plan changed 3 lots to one lot with an access road 99'. The access road is the only land Dave owns in Nassau. The

**This Town Resolution shows where the Town is Approving an HOA and will never have responsibility for the road or storm water management of Cayuga Ct.**

Resolution of the Town Board of the Town of Nassau  
Regarding Woods on Burden Lake Subdivision

Resolution No. \_\_ - 2020

At the regular meeting of the Town Board of the Town of Nassau (the “Town Board”) held on August 13, 2020, the following Resolution was presented:

**WHEREAS**, the Town of Nassau Planning Board conditionally approved an 18-lot subdivision on August 17, 2006 entitled “The Woods on Burden Lake” (also know as “Totem Lodge Estates”) located on Burden Lake and Totem Lodge Road in the Town of Nassau (hereinafter referred to as the “subdivision”); and

**WHEREAS**, that subdivision map was signed by The Planning Board Chair, on December 14, 2006, and filed in the Rensselaer County Clerk’s office in 2007 so that the lots contained in the subdivision have been created but the subdivision and all of the lots remain undeveloped; and

**WHEREAS**, certain conditions required by the Town of Nassau Planning Board have yet to be satisfied; and

**WHEREAS**, the Town of Nassau was contacted by a development company called American Land and Lakes with regard to the subdivision requirements prior to their proposed purchase of the subdivision properties and the Town provided said company with a list of requirements for development of the subdivision and sale of lots in the subdivision; and

**WHEREAS**, Town Board understands that said company or an affiliate of said company has acquired title to all of the lands in the subdivision and the subdivision rights; and

**WHEREAS**, the Town Supervisor received a letter request from Pete Scerbo, representative of the purported new owner of the subdivision properties, BLNYLP, LLC, to modify a condition of the Planning Board approval regarding the construction of a new road to access 11 of the 18 lots in the subdivision along with certain drainage facilities and dedication of that road and drainage facilities to the Town of Nassau as a Town road to be maintained by the Town; and

**WHEREAS**, the Town Board retained the engineering services of Wayne Bonesteel of Maser Consulting (hereinafter the “Town engineer”) to assist the Town in this project; and

**WHEREAS**, the Town Board has jurisdiction over this matter because the conditions in question involve the construction and maintenance of road and drainage improvements which are matters of Town Board discretion and authority;

**NOW THEREFORE, BE IT RESOLVED** by Town Board of the Town of Nassau as follows:

1. The new access road is a cul de sac identified on the subdivision maps as part of the Phase 2 of the subdivision and entitled, "Cayuga Court" and provides access to Lots 8 through 18 of the subdivision from Totem Lodge Road. Lots 1 through 7 (Phase 1 of the subdivision) have direct access on Totem Lodge Road which is a County Road (County Route 20).
2. BLNYLP, LLC has proposed to modify the Planning Board condition that Cayuga Court be accepted by the Town Board as a Town road by making the road a private road subject to conveyance to a homeowners association ("HOA") for its use and future maintenance by the HOA. It is also proposed that the associated drainage improvements and facilities be conveyed to and maintained by an HOA.
3. The Town Board is not interested in acquiring and being responsible to maintain an additional Town road, especially a cul de sac off of a County road nor is it interested in maintaining drainage facilities for such a road. As such, the Town Board hereby consents and authorizes BLNYLP, LLC to construct the access road identified as Cayuga Court on the approved and filed subdivision maps entitled, "The Woods on Burden Lake" with the following terms and conditions:
  - A. Prior to any construction activities, sale of lots, or any ground disturbance on any of the subdivision properties or common areas, BLNYLP, LLC shall:
    1. submit a performance bond in the amount of \$394,000 to be approved by the Town's legal counsel and engineer and to be held by the Town until Cayuga Court and all drainage improvements associated therewith are completed and accepted by the Town as complete and constructed pursuant to the plans and specifications for same;
    2. hold a pre-construction conference with the Town engineer and agree to an inspection schedule as required by the Town engineer;
    3. the road and stormwater facilities shall be constructed in accordance with the approved plans and that any changes to the plans shall be approved by the Town's engineer;
    4. all construction shall adhere to stormwater discharge and erosion control measures pursuant to NYS DEC regulations and permits;
    5. form and file an HOA, approved by the NYS Attorney General's Office as may be required; and all HOA formation documents, offering plans, and such other documents be submitted to the Town for review and approval by the Town's legal counsel prior to filing;
    6. that said HOA own and have the obligation to maintain, repair and/or replace road and drainage facilities and the boat launch lot in perpetuity without any responsibility placed on the Town of Nassau for same;
    7. that deed covenants as required by the Planning Board approval be submitted to the Town for Town's legal counsel to review and approve prior to recording;





8. that BLNYLP, LLC provide proof that the escrow fund established for and by the previous owner can be utilized by the Town for purposes of reimbursing the Town for its costs, legal fees, and engineering fees incurred in the review and inspection of this development or submit to the Town an amount of \$18,000 and upon submission the escrow funds being held by the Town on behalf of the former owner will be returned to that individual.

B. All other terms and conditions of the Planning Board approval remain in full force and effect and shall be complied with in all respects and are subject to enforcement by the Town of Nassau. This includes, but is not limited to, site plan approvals and driveway permits for each lot in the subdivision.

4. That this Resolution be effective immediately and a copy be forwarded to BLNYLP, LLC.

Upon motion made by Supervisor Fleming, seconded by Councilperson Howarth, the foregoing Resolution was duly adopted by the Town Board on August 13, 2020 by vote of a majority of its members as follows:

Town Board Member	yes	no	absent/abstain
Randy Howarth, Councilperson	<u>  X  </u>	<u>  —  </u>	<u>  —  </u>
Lani Richards, Councilperson	<u>  X  </u>	<u>  —  </u>	<u>  —  </u>
Jonathan Goebel, Councilperson	<u>  —  </u>	<u>  —  </u>	<u>  —  </u>
Robert Rings, Councilperson	<u>  X  </u>	<u>  —  </u>	<u>  —  </u>
David Fleming, Supervisor	<u>  X  </u>	<u>  —  </u>	<u>  —  </u>

It is hereby certified that the foregoing Resolution is a true and accurate copy of that which was adopted by the Town Board on August 13, 2020.

Dated: August \_\_, 2020

\_\_\_\_\_  
Sandra Rings, Town Clerk

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RENSSELAER COUNTY – STATE OF NEW YORK  
 FRANK MEROLA COUNTY CLERK  
 105 THIRD STREET, TROY, NEW YORK 12180

*JD*

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



BOOK/PAGE: 9996 / 294  
 INSTRUMENT #: 2022-608125

Receipt#: 1360928  
 Clerk: TR  
 Rec Date: 03/23/2022 02:26:23 PM  
 Doc Grp: RP  
 Descrip: DEED AGREEMENT  
 Num Pgs: 11  
 Rec'd Frm: PAC ABSTRACT & TITLE SERVICES LLC

Party1: BLNYLP LLC  
 Party2: BURDEN LAKE CONSERVATION ASSOCIATION  
 INC

Recording:

Cover Page	5.00
Recording Fee	70.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00

Sub Total: 100.00

Transfer Tax  
 Transfer Tax - State 0.00

Sub Total: 0.00

Total: 100.00

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

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

Transfer Tax #: 3549

Transfer Tax

Consideration: 0.00

Total: 0.00



Record a

PAC BOX

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Rensselaer County Clerk's Office, State of New York. This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Frank Merola  
 Rensselaer County Clerk

## AGREEMENT

Instr # 2022-608  
Bk 9996 Pg: 294

THIS AGREEMENT ("Agreement") is made and entered into as of the <sup>9<sup>th</sup></sup> day of March 2022 ("Effective Date") by and among **BLNYLP, LLC** ("**BLNYLP**"), 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, **BURDEN LAKE PRESERVATION CORPORATION** ("**BLPC**"), a New York not-for-profit corporation having offices at 87 Gundrum Point Rd., Averill Park, New York 12180, and **BURDEN LAKE CONSERVATION ASSOCIATION INC** ("**BLCA**"), a New York not-for-profit corporation having offices at 8 Brook Spring Avenue, Averill Park, New York 12108.

WHEREAS, BLNYLP is in the process of developing certain property that abuts Burden Lake in the Town of Nassau, County of Rensselaer, in the State of New York, known as The Woods on Burden Lake as set forth in Document Number 02007035 filed in the Office of the Clerk of Rensselaer County (the "Development"); and

WHEREAS, the parties hereto agree that Burden Lake is a man-made lake based on historical records available to all parties at this time; and

WHEREAS, BLPC and BLCA each represent that they have certain regulatory authority with respect to Burden Lake, an ownership interest in portions of Lots A, 7 & 8 in the Development, and an ownership interest in and certain rights associated with the mean high-water mark of Burden Lake with the mean high-water mark being described as a level with the iron bolt set in the face of the side hill rock on the north east side of said Burden Lake and which said bolt bears South eighty-five degrees and fifteen minutes East distant two hundred and thirty-nine and one quarter feet from the center of the stem of the water gate at the discharge trunk of said Burden Lake (629.68' above sea level); and

WHEREAS, a dispute arose with regard to certain issues regarding the nature and extent of title claimed by BLNYLP to certain lands that it sought to develop; and

WHEREAS, additional issues arose between BLPC and BLNYLP regarding the nature and extent of title or other interest BLPC and the BLCA claimed with respect to certain lands; and

WHEREAS, the parties undertook lengthy, complex good faith negotiations to resolve the differences that arose among them; and

WHEREAS, the parties reached agreement on November 12, 2021, and memorialized the basic terms of said agreement by execution of a certain Letter of Intent, dated November 12, 2021, which sets forth the terms of this Agreement; and

WHEREAS, the parties desire to memorialize the terms thereof in greater detail and in recordable form for the benefit of the parties and their successors in interest;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, BLNYLP, BLPC and BLCA hereby agree as follows:

1. BLNYLP shall execute and deliver a quit-claim deed to the BLCA conveying all of its rights, title and interest to a certain parcel of land identified, and known to the parties, as Parcel A on Document Number 02007035. Said deed shall be recorded prior to the recording of this Agreement and shall be further identified as a Deed recorded at Liber \_\_\_\_, Page \_\_\_\_ in the office of the Rensselaer County Clerk.
2. BLPC and BLCA shall contemporaneously execute and deliver a quit claim deed to BLNYLP deeding all of their right, title and interest to any lands within the boundaries of the lots (each a “Lot” and collectively, the “Lots”) depicted in Plat titled “The Woods on Burden Lake” and filed in the Rensselaer County Clerk’s Office on February 13, 2007, as Document Number 02007035, specifically including, but not limited to, Lots 7 and 8; said conveyance being intended to convey all of the right, title and interest of BLPC and or BLCA above the mean high-water mark of Burden Lake and within the Development. The quitclaim deed from BLPC and BLCA shall not include and may expressly reserve any lands below the mean high-water mark on the Lots. Said deed shall be recorded prior to the filing of this Agreement and shall be further identified as a Deed recorded at Liber \_\_\_\_, Page \_\_\_\_ in the office of the Rensselaer County Clerk.
3. BLNYLP shall indemnify and hold harmless BLPC and BLCA and their directors, officers and members from any liability that results from the development of Parcel A prior to the transfer of title contemplated in paragraph 1 above. Prospectively, the Woods on Burden Lake Homeowners’ Association, Ltd. (“HOA”) shall be responsible for the maintenance, repair and replacement of all 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 the Development.
4. BLNYLP shall not contest the claimed ownership or authority to regulate represented by BLPC/BLCA to the shoreline in front of all the lakefront properties up to the mean high-water mark of Burden Lake.
5. BLNYLP shall not contest the position of BLPC and/or BLCA that no lots other than Lots 1 through 14 of the Development have access to Burden Lake.
6. BLPC and BLCA agree that:
  - (a) Lots 1 through 14 inclusive of the Development shall have access to Burden Lake; and
  - (b) upon application, each of Lots 1 through 14 may seek approval from BLPC and/or BLCA for a dock, the design and dimensions of which shall be subject to review and approval of the BLPC and/or BLCA which approval shall not be unreasonably withheld; and
  - (c) notwithstanding subsection (a) above, the dimensions of any dock for Lot 2 shall be limited to fifteen (15) feet in length and five (5) feet in width; and

- (d) notwithstanding subsection (a) above, any dock installed on Lot 1:
  - (i) shall be located within forty (40) feet of the boundary line separating Lots 1 and 2,
  - (ii) shall be smaller than the maximum dimensions set forth for the dock on Lot 2 set forth in Section 6(c) herein,
  - (iii) shall be so restricted in order to minimize the impact on the existing channel,
  - (iv) shall only be useable for kayak, canoes, or similar non-motorized watercraft; and
  
- (e) the minimum free water separation from the docks installed on Lots 1 and 2 to the nearest point of the adjacent island shall be one hundred thirty (130) feet; and
  
- (f) no crib docks or boat houses will be allowed on any of the docks.

7. Contemporaneous with the recording of this Agreement, BLNYLP shall contribute the sum of Eight Thousand Four Hundred Dollars (\$8,400) to the BLCA voluntary water quality fund and BLNYLP shall encourage purchasers of Lots 1 through 14 to make voluntary contributions to such fund in the future.
  
8. BLPC and/or BLCA shall have the sole discretion to decide if and when Parcel A will ever be used as a boat launch ramp. In the event Parcel A is used as a boat launch ramp, BLPC and/or BLCA may restrict its use to lots contiguous to Burden Lake. In that event, Lots 1 through 14 inclusive of the Development shall have the same right of access as any other lot contiguous to Burden Lake.
  
9. The parties hereto agree that Parcel A is not now, and shall not be, part of the Woods on Burden Lake Homeowners' Association, Ltd. ("HOA"), nor shall ownership of Parcel A result in membership in the HOA.
  
10. BLPC and BLCA agree that each entity shall not, either in person, in writing or on any social media or other platform, protest, disparage, or in any other manner interfere or attempt to interfere with the presenting, marketing, or showing of any property of the Development or attempt to diminish the value of lands being offered for sale. To the extent that BLPC and/or BLCA has organized, mobilized, or encouraged its officers, directors, members, or others to engage in such activity, it shall immediately instruct any such person or organization to cease and desist from any and all such activity and shall take any and all necessary steps to prevent such activity from occurring. Should any such activity be determined to have been caused in whole or in part by or at the direction or encouragement of BLPC and/or BLCA or their members, the same shall constitute a material breach of this Agreement and shall void all the provisions hereof. Notwithstanding the foregoing, nothing herein shall preclude BLPC and/or BLCA or their directors, officers, or members from participating in any federal, state, or local proceedings relative to the development of individual Lots or the improvements on those Lots.

11. The respective parties hereto shall execute releases in the forms attached as Exhibit A hereto, releasing each other from any and all liability for any damages, loss or other harms from the Effective Date herein from the beginning of time to the date of execution, which said releases shall be held in escrow by the executing party and shall be delivered and become binding after execution and delivery of all deeds and other ancillary agreements necessary to effectuate the transfer of the Lots and the terms stated herein.
12. The parties hereto shall not have the right to assign this Agreement without the prior written consent of the other parties, which consent may be withheld by each other party in its sole, reasonable discretion.
13. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all counterparts shall constitute one and the same instrument. The parties may deliver such counterparts by electronic copy or via facsimile, and such electronic copy or facsimile signature(s) shall be valid and binding as if original documents were delivered.
14. This Agreement shall be construed in accordance with and governed by the laws of the State of New York and any dispute among the parties arising from this Agreement shall be venued in the Supreme Court, Rensselaer County.

*[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]*

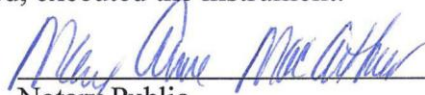
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

**BLNYLP, LLC**

By:   
Name: Gino Taliento  
Title: Secretary

STATE OF FLORIDA        )  
                                  )ss:  
COUNTY OF DUVAL        )

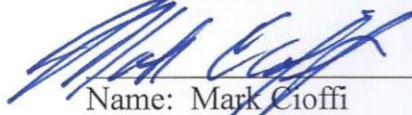
On this 9<sup>th</sup> day of March, in the year of 2022, before me, the undersigned, appeared Gino Taliento personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacities, 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





**BURDEN LAKE PRESERVATION CORPORATION**

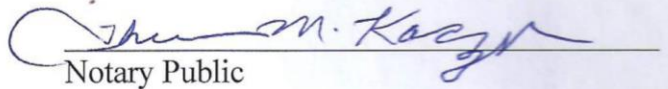


Name: Mark Cioffi  
Title: President

STATE OF NEW YORK )  
 )ss:  
COUNTY OF *Albany* )

On this 17th day of March, in the year of 2022, before me, the undersigned, appeared Mark Cioffi 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 capacities, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

**THERESA M. KACZOR**  
Notary Public, State of New York  
No. 01KA6332465  
Qualified in Schenectady County  
Commission Expires November 2, 2023

  
Notary Public

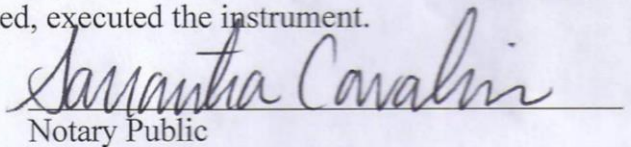
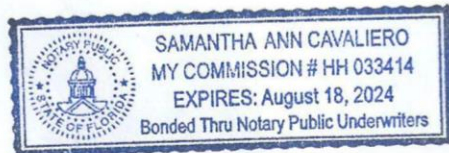
**BURDEN LAKE CONSERVATION ASSOCIATION INC**



Name: Steve Quillinan  
Title: President

STATE OF FLORIDA )  
 )ss:  
COUNTY OF *Palm Beach* )

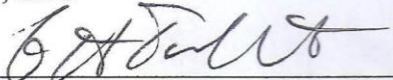
On this 14th day of March, in the year of 2022, before me, the undersigned, appeared Steve Quillinan personally known to me or ~~proved to me~~ on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacities, 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

RELEASE

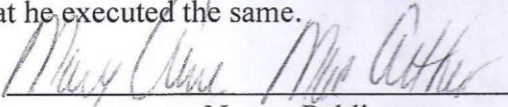
**KNOW YE** that, for and in consideration of the sum of **ONE and MORE DOLLARS (\$1.00+)**, lawful money of the United States of America, in hand paid by the **BURDEN LAKE PRESERVATION CORPORATION and BURDEN LAKE CONSERVATION ASSOCIATION INC**, and other good and valuable considerations, the receipt of which is hereby acknowledged, **BLNYLP, LLC** (hereinafter referred to as "**Releasor**") has remised, released and forever discharge and by these presents do for itself, its heirs, distributees, executors, successors, assigns, officers, directors, employees, agents, legal representatives, predecessors, subsidiaries, affiliated companies and entities, trustees, and administrators, remise, release and forever discharge the said **BURDEN LAKE PRESERVATION CORPORATION and BURDEN LAKE CONSERVATION ASSOCIATION INC**, its heirs, distributees, executors, successors and assigns, administrators, officers, directors, members, employees, agents, legal representatives, predecessors, subsidiaries, affiliated companies and entities, heirs, executors and administrators (hereinafter collectively referred to as the "**Released Parties**"), of and from all and all manner of sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law or in equity, which the said **Releasor** ever had, now has or which its predecessors, successors, assigns, officers, directors, members, employees, subsidiaries, divisions, affiliated entities, trustees, and administrators hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these presents, excepting therefrom any rights, benefits, duties, permissions, or obligations of record that are filed in the office of the Renneselear County Clerk.

BLNYLP, LLC

By   
Name: Gino Taliento  
Title: it's Secretary

State of Florida        )  
                                  ) ss.:  
County of Duval        )

On this 9<sup>th</sup> day of March, 2022, before me personally appeared Gino Taliento, known to me or proved to me on the basis of satisfactory evidence to be the same persons described in and who executed the within instrument and acknowledged to me that he executed the same.

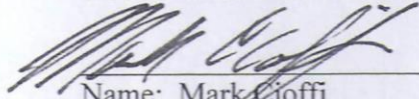
  
Notary Public



RELEASE

**KNOW YE** that, for and in consideration of the sum of **ONE and MORE DOLLARS (\$1.00+)**, lawful money of the United States of America, in hand paid by the **BLNYLP, LLC**, and other good and valuable considerations, the receipt of which is hereby acknowledged, **BURDEN LAKE PRESERVATION CORPORATION and BURDEN LAKE CONSERVATION ASSOCIATION INC** (hereinafter referred to as **"Releasors"**) have remised, released and forever discharge and by these presents do for themselves, their heirs, distributees, executors, successors, assigns, officers, directors, employees, agents, legal representatives, predecessors, subsidiaries, affiliated companies and entities, trustees, and administrators, remise, release and forever discharge the said **BLNYLP, LLC**, its heirs, distributees, executors, successors and assigns, administrators, officers, directors, members, employees, agents, legal representatives, predecessors, subsidiaries, affiliated companies and entities, heirs, executors and administrators (hereinafter collectively referred to as the **"Released Parties"**), of and from all and all manner of sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law or in equity, which the said **Releasors** ever had, now have or which their predecessors, successors, assigns, officers, directors, members, employees, subsidiaries, divisions, affiliated entities, trustees, and administrators hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these presents, excepting therefrom any rights, benefits, permissions, duties, or obligations of record that are filed in the office of the Renneselear County Clerk.

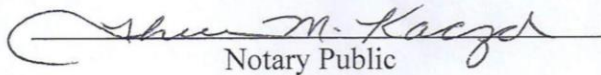
BURDEN LAKE PRESERVATION CORPORATION



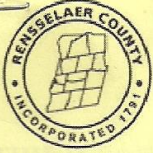
Name: Mark Cioffi  
Title President

State of New York    )  
                                  ) ss.:  
County of *Albany*    )

On this 17<sup>th</sup> day of March, 2022, before me personally appeared Mark Cioffi known to me or proved to me on the basis of satisfactory evidence to be the same persons described in and who executed the within instrument and acknowledged to me that he executed the same.

  
Notary Public

THERESA M. KACZOR  
Notary Public, State of New York  
No. 01KA6332465  
Qualified in Schenectady County  
Commission Expires November 2, 2023



RENSSELAER COUNTY – STATE OF NEW YORK  
 FRANK MEROLA COUNTY CLERK  
 105 THIRD STREET, TROY, NEW YORK 12180

*S*

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



BOOK/PAGE: 9996 / 309  
 INSTRUMENT #: 2022-608127

Receipt#: 1360931  
 Clerk: TR  
 Rec Date: 03/23/2022 02:30:25 PM  
 Doc Grp: RP  
 Descrip: DEED  
 Num Pgs: 3  
 Rec'd Frm: PAC ABSTRACT & TITLE SERVICES LLC

Party1: BLNYLP LLC  
 Party2: BURDEN LAKE CONSERVATION ASSOCIATION  
 INC  
 Town: NASSAU  
 170.-3-1.28

Recording:

Cover Page	5.00
Recording Fee	30.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Notice Transfer of Sale	10.00
RP5217 - County	9.00
RP5217 All others - State	241.00

Sub Total: 320.00

Transfer Tax	
Transfer Tax - State	0.00

Sub Total: 0.00

Total: 320.00

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

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

Transfer Tax #: 3551  
 Transfer Tax  
 Consideration: 0.00

Total: 0.00



Record and Return To:

PAC BOX

WARNING\*\*\*

I hereby certify that the within and foregoing was recorded in the Rensselaer County Clerk's Office, State of New York. This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Frank Merola  
 Rensselaer County Clerk

DSW

170.-3-1.28

**THIS INDENTURE**, made the 9<sup>th</sup> 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

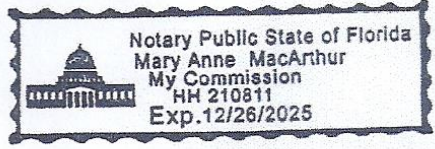
By: *Gino Taliento*  
Name: Gino Taliento  
Title: Secretary

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



THOMAS & DONNA CARLTON

LANDS N/F OF RONALD LEVINE & DIANE SAUNDERS

LANDS N/F OF JOHN LURSKI & NORINE WELLSCH

LANDS N/F OF BURDEN LAKE ENTERPRISES

LANDS N/F OF WILLIAM GOENEY

LANDS N/F OF WILLIAM & CATHERINE FITZPATRICK

Current Approved Development Showing Parcel "A" in Red

3RD BURDEN LAKE

TOTEM LODGE SITE

TOTEM LODGE RD

252RD Golf Course

VALATIE KED Creek

PHASE 2 EXISTING CURVE

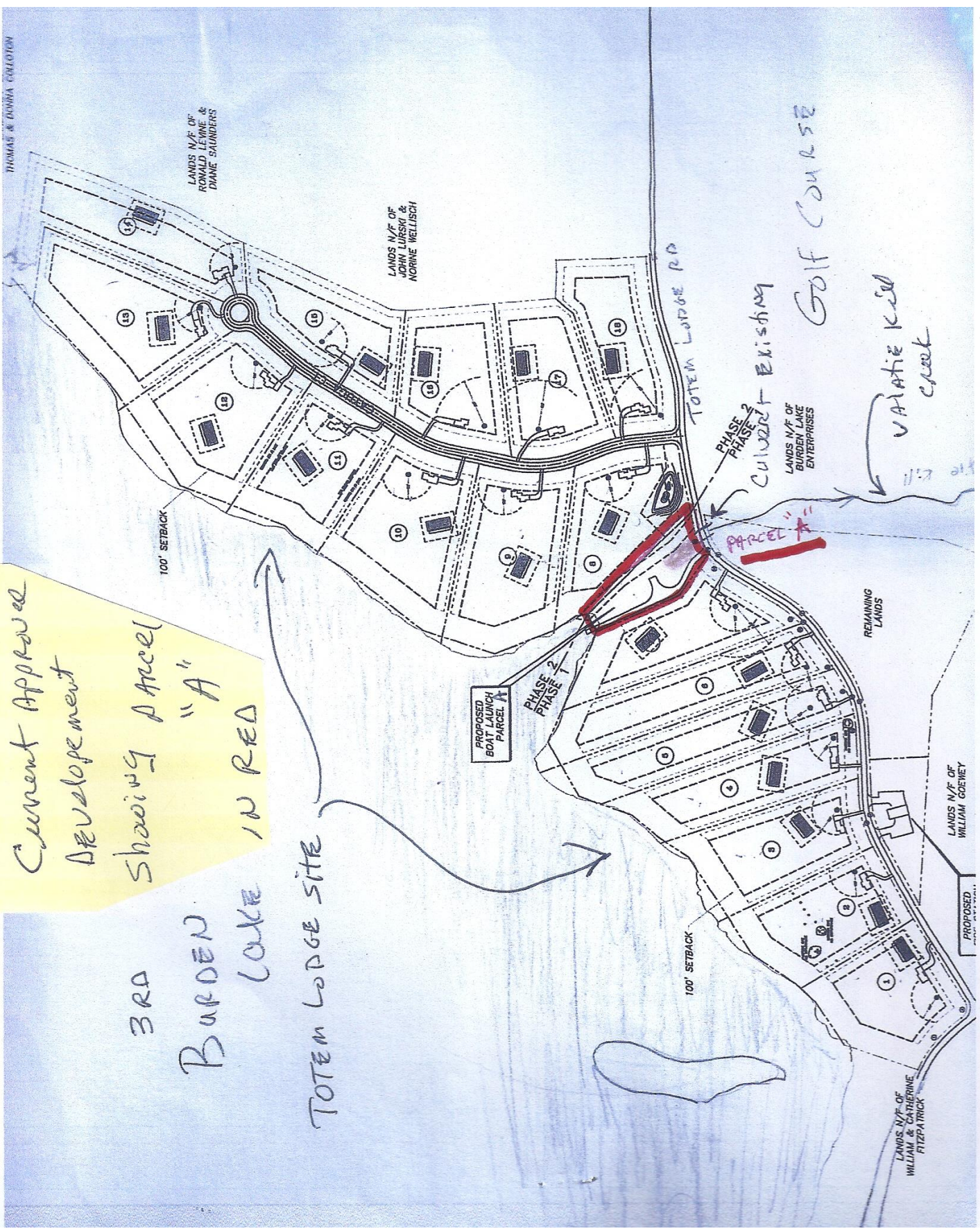
PARCEL "A"

PROPOSED BOAT LAUNCH PARCEL

PHASE 2 PHASE 1

REMAINING LANDS

PROPOSED





RENSELAER COUNTY – STATE OF NEW YORK  
 FRANK MEROLA COUNTY CLERK  
 105 THIRD STREET, TROY, NEW YORK 12180

*J*

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



BOOK/PAGE: 9996 / 305  
 INSTRUMENT #: 2022-608126

Receipt#: 1360928  
 Clerk: TR  
 Rec Date: 03/23/2022 02:26:23 PM  
 Doc Grp: RP  
 Descr: DEED  
 Num Pgs: 4  
 Rec'd Frm: PAC ABSTRACT & TITLE SERVICES LLC

Party1: BURDEN LAKE PRESERVATION CORP  
 Party2: BLNYLP LLC  
 Town: NASSAU

Recording:	
Cover Page	5.00
Recording Fee	35.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
Notice Transfer of Sale	10.00
RP5217 - County	9.00
RP5217 All others - State	241.00
<b>Sub Total:</b>	<b>325.00</b>
Transfer Tax	
Transfer Tax - State	0.00
<b>Sub Total:</b>	<b>0.00</b>

**Total: 325.00**  
 \*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
 Transfer Tax #: 3550  
 Transfer Tax  
 Consideration: 0.00

**Total: 0.00**

*Out clear deed  
 from us to ALPH  
 for the shoe line*

Record a

PAC BOX

WARNING\*\*\*  
 I hereby certify that the within and foregoing was recorded in the Rensselaer County Clerk's Office, State of New York. This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Frank Merola  
 Rensselaer County Clerk



3-N  
NASSAU

THIS INDENTURE, made the 14th day of March, 2022.

**BETWEEN**

**BURDEN LAKE PRESERVATION CORPORATION**, a New York not-for-profit corporation having offices at 87 Gundrum Point Rd., Averill Park, New York 12018,

**and**

REN

**BURDEN LAKE CONSERVATION ASSOCIATION INC**, a New York not-for-profit corporation having offices at 8 Brook Spring Avenue, Averill Park, New York 12018,

parties of the first part, and

**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 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,

**All of its right, title and interest to any lands within the boundaries of premises commonly described as follows:**

**ALL THAT TRACT OR PARCEL OF LAND** situate in the Town of Nassau, County of Rensselaer and State of New York, being further described as a portion of those premises conveyed to BLNYLP, LLC by deed from Gari Lynn Shehigian as Administrator of the Estate of Terri Esther Gold dated 7/21/2020 and recorded with the Rensselaer County Clerk on 8/11/2020 in Book 9245, Page 147, BEING MORE PARTICULARLY DESCRIBED as Lots 1-18 as shown on a Subdivision Plat entitled "The Woods at Burden Lake" and filed in the Rensselaer County Clerk's Office on February 13, 2007 as Document No. 02007035.

EXCEPTING THEREFROM any lands below the mean high-water mark of the lake now known as Burden Lake situate in the Towns of Sand Lake and Nassau, County of Rensselaer, State of New York ("Burden Lake"), with the mean high-water mark being described herein as a level with the iron bolt set in the face of the side hill rock on the north east side of said Burden Lake and which said bolt bears South eighty-five degrees and fifteen minutes East distant two hundred and thirty-nine and one quarter feet from the center of the stem of the water gate at the discharge trunk of said Burden Lake.

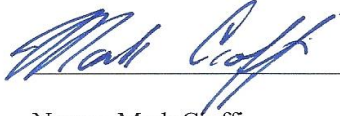
**TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

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

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

**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.

BURDEN LAKE PRESERVATION CORPORATION



Name: Mark Cioffi  
Title: President

STATE OF NEW YORK    )  
COUNTY OF *Albany*    ) ss.

On this 17th day of March, in the year of 2022, before me, the undersigned, appeared Mark Cioffi 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 capacities, 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

Theresa M. Kaczor  
Notary Public, State of New York  
No. 01KA6332465  
Qualified in Schenectady County  
Commission Expires November 2, 2023

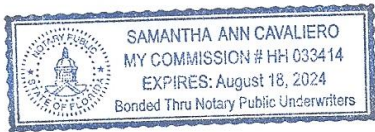
BURDEN LAKE CONSERVATION  
ASSOCIATION INC

*Steven Quillan - Pres.*

Name: Steven Quillinan  
Title: President

STATE OF FLORIDA )  
COUNTY OF *palm beach* ) ss.

On this 14 day of March, in the year of 2022, before me, the undersigned, appeared Steven Quillinan 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 capacities, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument



*Samantha Cavaliero*  
Notary Public




**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 was Assembled By Larry McKeough in February 2024 from various documents, letters, or Emails regarding The Woods on Burden Lake


**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 panel. 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 panel.

**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 panel.