

DECLARATION OF RESTRICTIONS

This Declaration is made this 5<sup>th</sup> day of March, 2002 by the Town of Colonie, with its principal place of business at Memorial Town Hall, P.O. Box 508, Newtonville, New York, 12128.

DEEDS  
322

WITNESSETH:

Whereas, the Town of Colonie (hereinafter the "Town") is the owner in fee simple of certain real property located in the Town of Colonie, County of Albany, State of New York, which such land is currently being utilized as part of the Town of Colonie Sanitary Landfill at 1319 New Loudon Road, Cohoes, New York 12047; and

Whereas, this piece of the Landfill has significant environmental value in its present state as a wetlands area, as it has not been subject to development or exploitation;

Whereas, the Town of Colonie is willing to restrict the use of such piece of the Landfill as part of its Wetland Mitigation Project;

NOW, THEREFORE, the Town of Colonie does hereby declare as follows:

1) The description of such land and its terms, conditions and restrictions are as set forth below:

All that certain tract or parcel of land being situate and lying on the westerly side of Cohoes Crescent Road in the Town of Colonie, County of Albany and State of New York being more particularly bounded and described as follows:

Beginning at a point at the northeasterly corner of lands now or formerly of Carolina Freight Carriers Corp. at its intersection with the westerly property division line of lands now or formerly of the Town of Colonie; thence running through said lands now or formerly of Town of Colonie the following twelve (12) courses and distances:

- 1) South 84°27'27" East, 97.85 feet to a point;
- 2) North 00°14'58" East, 445.77 feet to a point;
- 3) North 84°37'21" West, 58.01 feet to a point;
- 4) North 19°57'27" West, 592.44 feet to a point;
- 5) North 07°12'44" East, 414.65 feet to a point;
- 6) North 39°52'57" East, 541.60 feet to a point;
- 7) North 01°43'40" West, 721.34 feet to a point;
- 8) North 20°33'52" West, 122.42 feet to a point;
- 9) North 00°29'23" West, 121.72 feet to a point;
- 10) North 14°04'48" East, 112.74 feet to a point;
- 11) North 15°37'42" West, 68.39 feet to a point; and
- 12) North 16°17'24" East, 29.70 feet to a point on the westerly road boundary of Cohoes Crescent Road; thence southeasterly along said westerly road boundary of Cohoes Crescent Road a distance of 3238 feet, more or less, to a point at its intersection with the property division line between said lands now or formerly of Town of Colonie on the west and lands now or formerly of Niagara Mohawk Power Corporation on the east; thence South 31°47'50" East, 301.08 feet to a point at its intersection with the property division line between said lands now or formerly of Town of Colonie on the northwest and lands now or formerly of Norris

FILED  
2002 JUN 11 9 09  
ALBANY COUNTY CLERK

OFFICE OF CLERK  
ALBANY COUNTY  
ALBANY, N.Y.  
2002 APR - 9 1 P 1:34

RETURN TO:  
Colonie Town Attorney  
Memorial Town Hall  
PO Box 508  
Newtonville NY 12128-0508

McFarland on the southeast; thence along said property division line the following four (4) courses and distances:

LIBER 2706 PAGE 477

- 1) South 64°29'04" West, 118.14 feet to a point;
- 2) South 41°29'04" West, 132.66 feet to a point;
- 3) South 27°44'04" West, 73.92 feet to a point;
- 4) North 85°58'17" West, 606.79 feet to a point at its intersection with the said property division line between said lands now or formerly of Town of Colonie on the east and said lands now or formerly of Carolina Freight Carriers Corp. on the west; thence North 05°32'33" East, along said property division line, 374.19 feet to the point and place of beginning. Containing 23.04± acres of land.

2) As part of the Town's Wetland Mitigation Project the Town is hereby restricting and limiting the current and future use of the land and contiguous water areas of the property described above by the terms and conditions set forth herein:

- A) No building, billboard or advertising material, fence or other structure shall be erected on the property unless such structure replaces a pre-existing structure of similar size, bulk or height.
- B) There shall be no dumping of soil, ashes, waste, rubbish or any other unsightly, offensive, or hazardous material.
- C) There shall be no excavation, dredging or removal of loam, gravel, soil, rock, sand or other material nor any building of roads or other change in the general topography of the land, excepting the maintenance of existing foot trails, fire lanes, roads or other accesses.
- D) There shall be no removal, destruction, or cutting of trees, shrubs or other vegetation except as may be necessary for (a) the maintenance of existing foot trails, fire lanes or other accesses; (b) the prevention or treatment of disease; or (c) other good husbandry practices approved by the Town.
- E) No advertising of any kind or nature shall be located on the above described property.
- F) There shall be no activities, actions or uses detrimental or adverse to water conservation, erosion control, soil conservation and fish and wildlife or habitat preservation.
- G) There shall be no diking or diverting of streams.
- H) The Town shall be responsible for the upkeep and preservation of the above described area, including but not limited to, the installation, maintenance and replacement of plantings and the removal of litter. If for any reason additional or replacement plantings are necessary, only native species shall be used.

3) The terms, conditions, restrictions and purposes imposed as aforesaid shall not only be binding upon the Town, but also its agents, representatives and assigns, and all other successors to it in interest and shall continue as an encumbrance running in perpetuity with the described land.

IN WITNESS WHEREOF the Town of Colonie has hereunto set its hand and seal.

Mary E. Brizzell  
Mary E. Brizzell  
Town Supervisor

STATE OF NEW YORK )  
COUNTY OF ALBANY ) SS:

On the 5<sup>th</sup> day of March in the year 2002, before me, the undersigned, personally appeared MARY E. BRIZZELL, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Danielle Demers  
NOTARY PUBLIC

DANIELLE DEMERS  
Notary Public, State of New York  
No. 02DE6021942  
Qualified in Albany County  
Commission Expires 3/22/03

STATE OF NEW YORK )  
COUNTY OF ALBANY )  
Recorded in DEEDS  
As Shown Hereon and  
Examined  
Thomas G. Cleary  
THOMAS G. CLEARY  
ALBANY COUNTY CLERK

12205  
FILE

# This Indenture,

6577

Made the 27<sup>th</sup> day of March, Nineteen Hundred and Seventy-nine  
Between DORIS SICKLER, residing on River Road in the Town of Colonie, County of Albany and State of New York,

LIBER 2169 PAGE 537

B

DEEDS  
322

party of the first part, and

THE TOWN OF COLONIE, NEW YORK,

Witnesseth that the party of the first part, in consideration of part y of the second part, ONE and no/100----- Dollar --- (\$ 1.00---) lawful money of the United States, and other good and valuable consideration 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

THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, with the buildings and improvements thereon, situate, lying and being in the Town of Colonie, Albany County and State of New York, more particularly bounded and described as follows, viz:-

BEGINNING at an iron pipe stake in the Westerly Blue Line of the abandoned Erie Canal which said point bears North Thirty-one Degrees Thirteen Minutes West (N 31° 13' W) distant Thirty-six and Seven Tenths Feet (36.7') along said Blue Line from Blue Line Point No. 24, and running thence from said point of beginning along said westerly Blue Line South Thirty-one Degrees Thirteen Minutes East (S 31° 13' E) Thirty-six and Seven Tenths Feet (36.7') to an iron pipe stake at Blue Line Point No. 24, thence again along said Blue Line South Seventeen Degrees Nine Minutes East (S 17° 09' E) Sixty-six Feet (66.0') to an iron pipe stake therein, thence North eighty-two Degrees Twenty-four Minutes West (N 82° 24' W) Seventy-three and Seven Tenths Feet (73.7') to an iron pipe stake, thence North twenty-one Degrees West (N 21° 00' W); One Hundred Feet (100.0') to an iron pipe stake, thence South Eighty-two Degrees Twenty-four Minutes East (S 82° 24' E) Seventy-one and Two Tenths Feet (71.2') to the point or place of beginning, excepting and reserving therefrom the right to use as a roadway for the purpose of ingress and egress and also for the purpose of running, replacing and maintaining any public utilities a twenty foot wide strip along the westerly boundary of the above described lot.

The above parcel is described as surveyed June 16, 1956, by H.T. McKee, Engineer and Surveyor, License No. 12083.

Being the same premises conveyed by JEANNE VILLENEUVE to the Grantor herein by Warranty Deed dated the 26th day of July, 1973, and recorded in the Albany County Clerk's Office on the 17th day of August, 1973, in Book 2069 of Deeds at Page 509.

OFFICE OF  
ALBANY COUNTY CLERK  
MAY 25 1 04 PM '79  
ALBANY, N.Y.

BOOKS	INDEX BOOK & PAGE
RECEIVING BOOK	
MORTGAGOR	
GRANTOR	
MORTGAGEE	
GRANTEE	
BOOK & PAGE	
PHOTO	
COMPARED	
MISC. INST.	

RECEIVED  
REAL ESTATE  
MAY 25 1979  
TRANSFER TAX  
ALBANY COUNTY

Together with the appurtenances and all the estate and rights of the part of the first part in and to said promises,

To have and to hold the premises herein granted unto the party of the second part, its successors and assigns forever.

LIBER 2169 PAGE 538

In Witness Whereof, the party of the first part has hereunto set her hand and seal the day and year first above written.

In Presence of

*[Handwritten signature]*

*Doris Sickler*  
DORIS SICKLER

State of New York } ss. On this 27<sup>th</sup> day of March  
County of Albany } Nineteen Hundred and seventy-nine  
before me, the subscriber, personally appeared

DORIS SICKLER

to me personally known and known to me to be the same person described in and who executed the within Instrument, and she duly acknowledged to me that she executed the same.

*[Handwritten signature]*  
KELVIN J. FENNER, Notary Public  
ALBANY COUNTY STATE OF NEW YORK  
Commission Expires 3/30/79

State of New York } ss. On this \_\_\_\_\_ day of \_\_\_\_\_  
County of \_\_\_\_\_ } Nineteen Hundred and \_\_\_\_\_  
before me, the subscriber, personally appeared

to me personally known and known to me to be the same person described in and who executed the within Instrument, and he acknowledged to me that he executed the same.

Landfill  
372  
Deed  
QUIT CLAIM  
DORIS SICKLER,

TO  
THE TOWN OF COLONIE, NEW YORK

Dated, March 27 19 79

STATE OF NEW YORK ss.  
County of *Albany*  
RECORDED  
ON THE  
25 day of *May* AD. 1979  
at *104* o'clock P.M.  
in LIBER *2169* of DEEDS  
at PAGE *537* and examined.  
*Aug 6 1979*  
CLERK

Return to:  
COLONIE TOWN ATTORNEY  
MEMORIAL TOWN HALL  
NEWTOWNVILLE, N. Y. 12128

006611

LIBER 2307 PG 609

WARRANTY DEED

5183E

504.00  
THIS INDENTURE, made the 17th day of April, 1986, between  
NORRIS MacFARLAND, residing at 73 Thorndale Road, Slingerlands,  
County of the first part

BONNIE H. VASS  
TOWN CLERK  
COLONIE, N.Y.

DEEDS  
322

OFFICE OF CLERK  
ALBANY COUNTY CLERK  
APR 18 11 21 AM '86

TOWN OF COLONIE, a municipal corporation of the State of New York with offices at Memorial Town Hall, Newtonville, New York, party of the second part,

WITNESSETH that the party of the first part in consideration of One and no/100 Dollar (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, its successors and assigns forever,

ALL that certain tract, piece or parcel of land, situate in the Town of Colonie, County of Albany, State of New York, more particularly bounded and described as follows:

BEGINNING at the northeasterly corner of the 10.04 acre parcel conveyed by Dave Denney and Anna Marie Denney to Anna Marie Denney by deed recorded in Albany County Clerk's Office in Book 1860 of Deeds, Page 223 and runs thence along southerly and westerly lines of lands conveyed by John R. Harmon-Ashley and Marion K. Harmon-Ashley to Town of Colonie by Parcel #1 of deed recorded as aforesaid in Book 1999 of Deeds, Page 403 the following four courses and distances: South 81° 25' 31" East a distance of 299.16 feet; North 16° 59' 29" East a distance of 285.16 feet; South 81° 25' 31" East a distance of 629.40 feet and South 56° 35' 31" East a distance of 792.26 feet; thence along the westerly blue line of the Erie Canal the following 13 courses and distances: South 27° 3' 30" West a distance of 17.35 feet; South 18° 22' 30" West a distance of 201.42 feet; South 18° 36' 10" East a distance of 88.99 feet; South 4° 9' 00" West a distance of 81.91 feet; South 1° 19' 00" East a distance of 77.71 feet; South 8° 14' 00" East a distance of 72.93 feet; South 12° 24' 00" East a distance of 73.95 feet; South 3° 55' 00" East a distance of 87.28 feet; South 17° 40' 00" West a distance of 297.00 feet; South 10° 40' 00" West a distance of 266.64 feet; South 68° 05' 00" East a distance of 84.48 feet; South 34° 50' 00" East a distance of 108.24 feet and South 61° 05' 00" East a distance of 71.28 feet; thence through lands conveyed to Norris MacFarland by deed recorded as aforesaid in Book 2293 of Deeds, page 573 the following three courses and distances: North 70° 44' 40" West a distance of 606.79 feet; North 20° 46' 10" East a distance of 374.19 feet and North 69° 13' 50" West a distance of 1571.22 feet to a point in the easterly line of lands now or formerly of Anna Marie Denny; thence along said easterly line North 18° 58' 10" West a distance of 609.60 feet to the point and place of beginning.

If the party of the second part should at a later date develop the lands conveyed herein, the party of the second part shall construct an earthen and shrubbery berm along the common division line of the property conveyed herein and the remaining lands of Section 1 of the Mohawk Industrial Park to act as a visual screen of any development by the party of the second part of the property conveyed herein. Such Park having been earlier approved by the Town of Colonie Planning Board. The party of the second part further recognizes certain natural drainage waters from Section One (1) of said Mohawk Industrial Park enter

upon the lands conveyed herein. Such place of entry is located at a point which is South 69 deg. 13 min. 50 sec. East, approximately nine hundred and twenty-five feet (925') from an iron rod set in the southwest corner of the above survey description of the premises herein conveyed. The party of the second part agrees that any development by it of the property conveyed herein, shall be done in such a manner as not to adversely affect the above-described natural drainage waters. These covenants shall run with the land.

Subject to all covenants, conditions, restrictions and encumbrances of record and such state of facts as an accurate survey would show.

BEING part of the same premises conveyed to the party of the first part by deed dated January 30, 1985 and recorded October 8, 1985 in the Albany County Clerk's Office in Liber 2293 cp 573.

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 part of the second part, its successors and assigns forever AND said party of the first part covenants as follows:

FIRST, That the party of the second part shall quietly enjoy the said premises;

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

THIRD, That, in Compliance with Sec. 13 of the Lien Law, the grantor 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 before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and seal the day and year first above written.

IN PRESENCE OF:

*Robert D. ...*

*Norris MacFarland*  
Norris MacFarland

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

On this 17th day of April, 1986, before me personally came NORRIS MacFARLAND, to me known and known to me to be the individual described in and who executed the above instrument, and he duly acknowledged to me that he executed the same.

*Robert D. ...*  
Notary Public

STATE OF NEW YORK )  
COUNTY OF ALBANY ) ss.  
Recorded in LIBERS  
ALBANY COUNTY CLERK

STATE OF NEW YORK )  
COUNTY OF ALBANY ) ss.  
Recorded in LIBERS  
ALBANY COUNTY CLERK

ROBERT G. WAKEMAN  
Notary Public, State of New York  
Residing in Albany County  
Commission Expires March 24, 1987

RECORD AND RETURN TO:  
NOLAN & HELMER  
50 Chapel Street  
ALBANY, New York 12200  
TOWN ATTORNEY HALL  
HECTOR 192 TOWN HALL  
NEWTONVILLE, N.Y.  
12128

RECEIVED  
\$... 504.00  
REAL ESTATE  
APR 18 1986  
TRANSFER TAX  
ALBANY  
COUNTY

001405

WARRANTY DEED with Lien Covenant

RECEIVED  
\$ 600  
REAL ESTATE  
SEP 24 1999  
TRANSFER TAX  
ALBANY  
COUNTY

DEEDS  
2014

THIS INDENTURE made the 23<sup>rd</sup> day of September, 1999, between

LOUISE C. STRANEY, with a mailing address of P.O. Box 209, Bolton Landing, NY 12814  
party of the first part, and the

LIBER 2640 PAGE 108

TOWN OF COLONIE, a municipal corporation, with its principal place of business at  
Memorial Town Hall, PO Box 508, Newtonville, NY 12128,

party of the second part.

WITNESSETH that the parties of the first part, in consideration of One and 00/100 Dollars (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, do hereby grant and release unto the party of the second part, its successors and assigns forever, all those certain lots, pieces or parcels of land, situated in the Town of Colonie, County of Albany, State of New York, more particularly bounded and described in Schedule "A", attached hereto and made a part hereof.

Subject to any and all enforceable covenants, conditions, restrictions and easements of record affecting said premises and any statement of facts an accurate survey would depict.

Parcel I having been conveyed to the party of the first part by deed dated January 20, 1967 and recorded in the Albany County Clerk's Office on January 23, 1967 in Book 1895 of Deeds at Page 281.

Parcel II having been a portion of the premises conveyed to James C. Straney and Louise C. Straney by deed dated September 10, 1959 and recorded in the Albany County Clerk's Office on September 11, 1959 in Book 1626 of Deeds at Page 171. James C. Straney subsequently conveyed said parcel to Louise C. Straney in 1962; said deed having been executed and delivered, but not recorded and having been subsequently lost. Thereafter, on June 30, 1999, James C. Straney executed a Confirmatory Warranty Deed to Louise C. Straney, which deed is to be recorded by even date herewith.

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

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

To have and to hold the premises herein granted unto the party of the second part, its successors and assigns forever.

And said party of the first part covenant as follows:

First, That the party of the second part shall quietly enjoy the said premises;

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

FILED  
JUN 27 A 8 54  
ALBANY COUNTY

Third, That, in Compliance with Sec. 13 of the Lien Law, the grantors 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.

LIBER 2640 PAGE 109

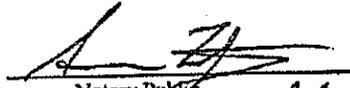
In Witness Whereof, the party of the first part have hereunto set their hands and seals the day and year first above written.

IN PRESENCE OF

  
LOUISE C. STRANEY

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

On the 23<sup>rd</sup> day of September in the year 1999, before me, the undersigned, personally appeared LOUISE C. STRANEY 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public *Qualified in Albany County  
My Comm. expires 12/31/99.*

R&R: ACC Box 4  
816-A-1502/11/99-144T  
0:\RALESTON\ELI\STRANEY.DOC

FTWC-3

*First American Title Insurance Company of New York*Title No. 816-A-1502  
File No. WW99-144T

## SCHEDULE A

**PARCEL I:**

ALL that tract or parcel of land, situate in the Town of Colonie, County of Albany, and State of New York, and described as follows: BEGINNING at a pipe marker driven in the ground on the west boundary line of the lands deeded to Arthur L. Fonda and Cora Fonda, his wife, on July 31, 1942, by Arthur L. Fonda and Cora Fonda, his wife; said point of beginning being located N 19° 0' E 1340.8 feet measured along said westerly line from the south west corner of said Fonda lands and running thence S 71° 0' E 270.0 feet to a pipe marker; hence N 19° 0' E 810.0 feet to a pipe marker; thence N 71° W 270.0 feet to a pipe marker; thence S 19° 0' W 810.0 feet along the west line of said Fonda land to the point and place of beginning. All bearings above given are magnetic and are referred to the compass as it pointed in 1946.

Together with the use of a roadway thirty-three (33) feet in width as a means of ingress and egress to and from the above described parcel from the Albany-Saratoga State Road to the west of said parcel as it now exists and as is shown on a map made by A.F. King 3<sup>d</sup>, C.E. Lic. Engineer and Surveyor #6388, September 28, 1946, and filed in the Albany County Clerk's Office on December 26, 1946.

Also the use as a roadway of a parcel of land being a quart of a circle having a radius of thirty-three (33) feet, and whose center is at the south west corner of the above described parcel. The arc of said quarter circle extending from the west line of the Fonda lands aforesaid to the south line of the above described parcel.

**PARCEL II:**

All that tract of land, triangular in shape, situate on the easterly side of U.S. Highway #9 in the Town of Colonie, County of Albany, State of New York more particularly bound and described as follows:

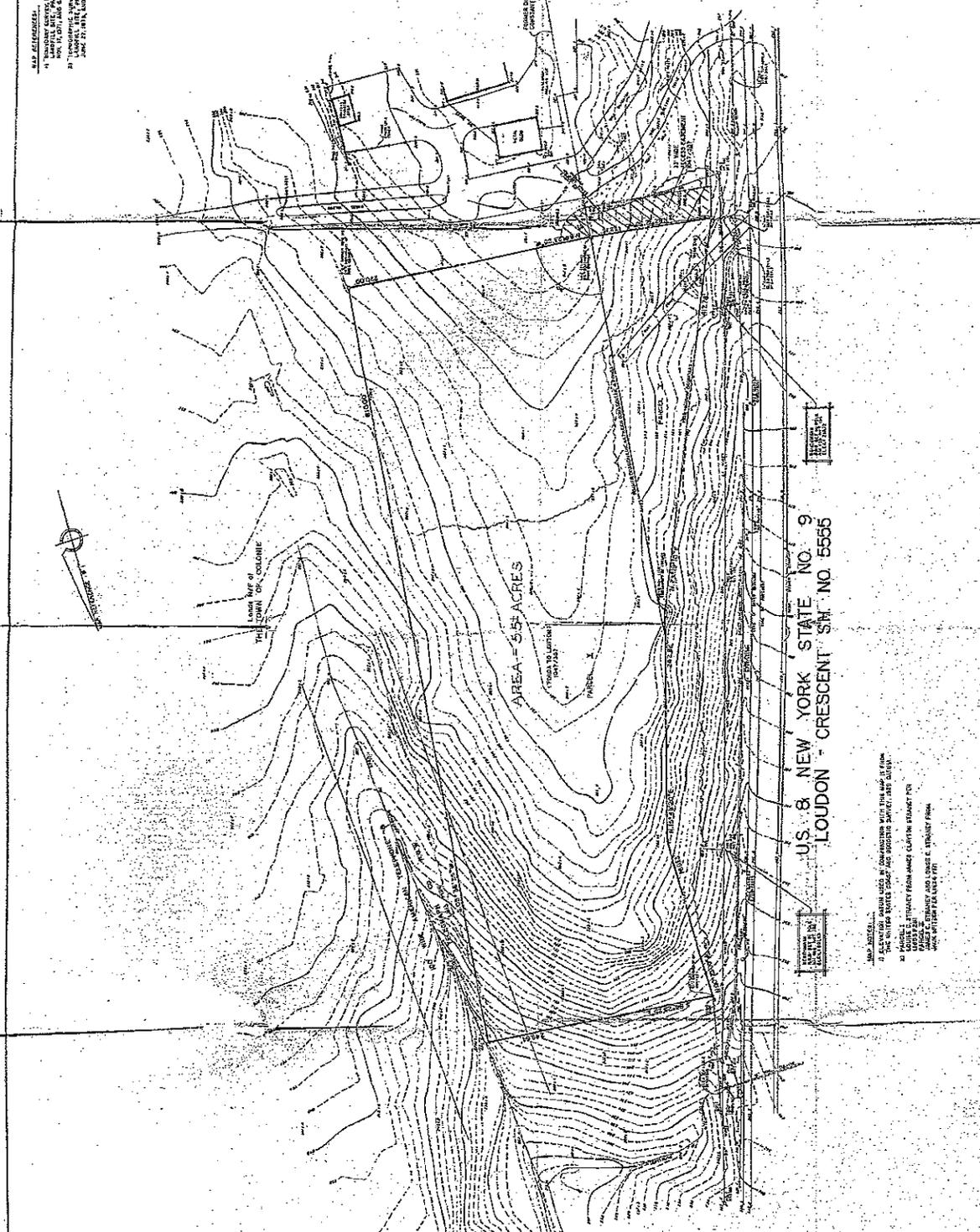
BEGINNING at an iron pipe marking the southwest corner of the lands of James C. Straney and Louise C. Straney and running thence in a westerly direction along the northerly boundary of the lands of John R. Harmon-Ashley and Marian Ashley to the easterly side of U.S. Highway #9; thence in a northeasterly direction along that easterly side of said U.S. Highway #9 to the westerly boundary of the lands of the said Straneys; thence southerly along said westerly boundary of the lands of the said Straneys' to the point or place of beginning.

It being the intention to convey all that remains of lots numbers 186 thru 199 inclusive as shown on "Map of Crescent Terrace" property of Van Schoick-Harris Realty Co., Inc., surveyor, dated June 20, 1926 and filed in the Albany County Clerk's Office (map #437 Cl #2 Dr. #44), excepting therefrom that portion of said lots 186 thru 199 as heretofore as been appropriated by the State of New York for the reconstruction of the Loudon-Crescent State Highway No. 5555 as shown on an original map filed in the office of the State Department of Public Works on May 26, 1959, and certified copy thereof filed in the office of the Department of State on May 27, 1959.

STATE OF NEW YORK }  
COUNTY OF ALBANY }Recorded in DEEDS  
As Shown Hereon and  
Examined  
THOMAS G. CLINGAN  
ALBANY COUNTY CLERK

**MAP NOTES:**

- 1. BOUNDARY LINES OF THE TOWN OF COLONIE, SHERBURN COUNTY, N.Y., AS SHOWN ON MAP NO. 5555.
- 2. BOUNDARY LINES OF THE TOWN OF COLONIE, SHERBURN COUNTY, N.Y., AS SHOWN ON MAP NO. 5555.
- 3. BOUNDARY LINES OF THE TOWN OF COLONIE, SHERBURN COUNTY, N.Y., AS SHOWN ON MAP NO. 5555.

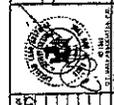


**U.S. & NEW YORK STATE NO. 9  
LOUDON CRESCENT S.M. NO. 5555**

ALL RIGHTS RESERVED  
 THIS MAP IS THE PROPERTY OF THE ENGINEER AND SURVEYOR AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER AND SURVEYOR.

PREPARED BY  
 D. T. MALE ASSOCIATES, P.C.  
 100 WEST 10TH STREET, SUITE 200  
 ALBANY, N.Y. 12206  
 (518) 534-1111

FILED  
 JUN 27 1984  
 SHERBURN COUNTY, N.Y.

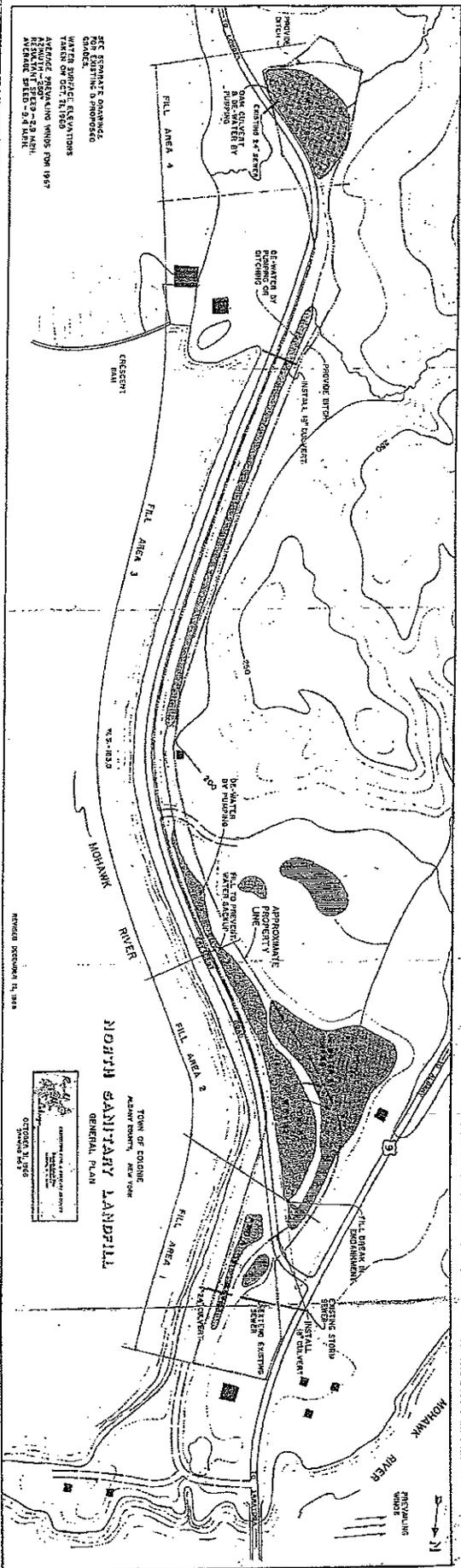


NO.	NAME	DATE	DESCRIPTION
1	ROBERT D. WOOD	10/1/83	CONVEYANCE
2	ROBERT D. WOOD	10/1/83	CONVEYANCE
3	ROBERT D. WOOD	10/1/83	CONVEYANCE
4	ROBERT D. WOOD	10/1/83	CONVEYANCE
5	ROBERT D. WOOD	10/1/83	CONVEYANCE
6	ROBERT D. WOOD	10/1/83	CONVEYANCE
7	ROBERT D. WOOD	10/1/83	CONVEYANCE
8	ROBERT D. WOOD	10/1/83	CONVEYANCE
9	ROBERT D. WOOD	10/1/83	CONVEYANCE
10	ROBERT D. WOOD	10/1/83	CONVEYANCE

STATE OF NEW YORK  
 DEPARTMENT OF STATE  
 OFFICE OF THE SURVEYOR GENERAL  
 COUNTY OF ALBANY, N.Y.  
 D. T. MALE ASSOCIATES, P.C.  
 100 WEST 10TH STREET, SUITE 200  
 ALBANY, N.Y. 12206  
 (518) 534-1111  
 PREPARED BY  
 D. T. MALE ASSOCIATES, P.C.  
 100 WEST 10TH STREET, SUITE 200  
 ALBANY, N.Y. 12206  
 (518) 534-1111

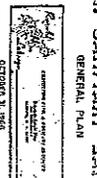






FOR FURNISHING & CONSTRUCTION  
 FOR EXISTING & PROPOSED  
 GRADES.  
 WATER SURFACE ELEVATIONS  
 BASED ON MEAN HIGH WATER  
 AS SHOWN ON THE PLAN.  
 MEAN HIGH WATER FOR 1957  
 MEAN HIGH WATER FOR 1957  
 MEAN HIGH WATER FOR 1957

REVISIONS SHEET 11, 1958



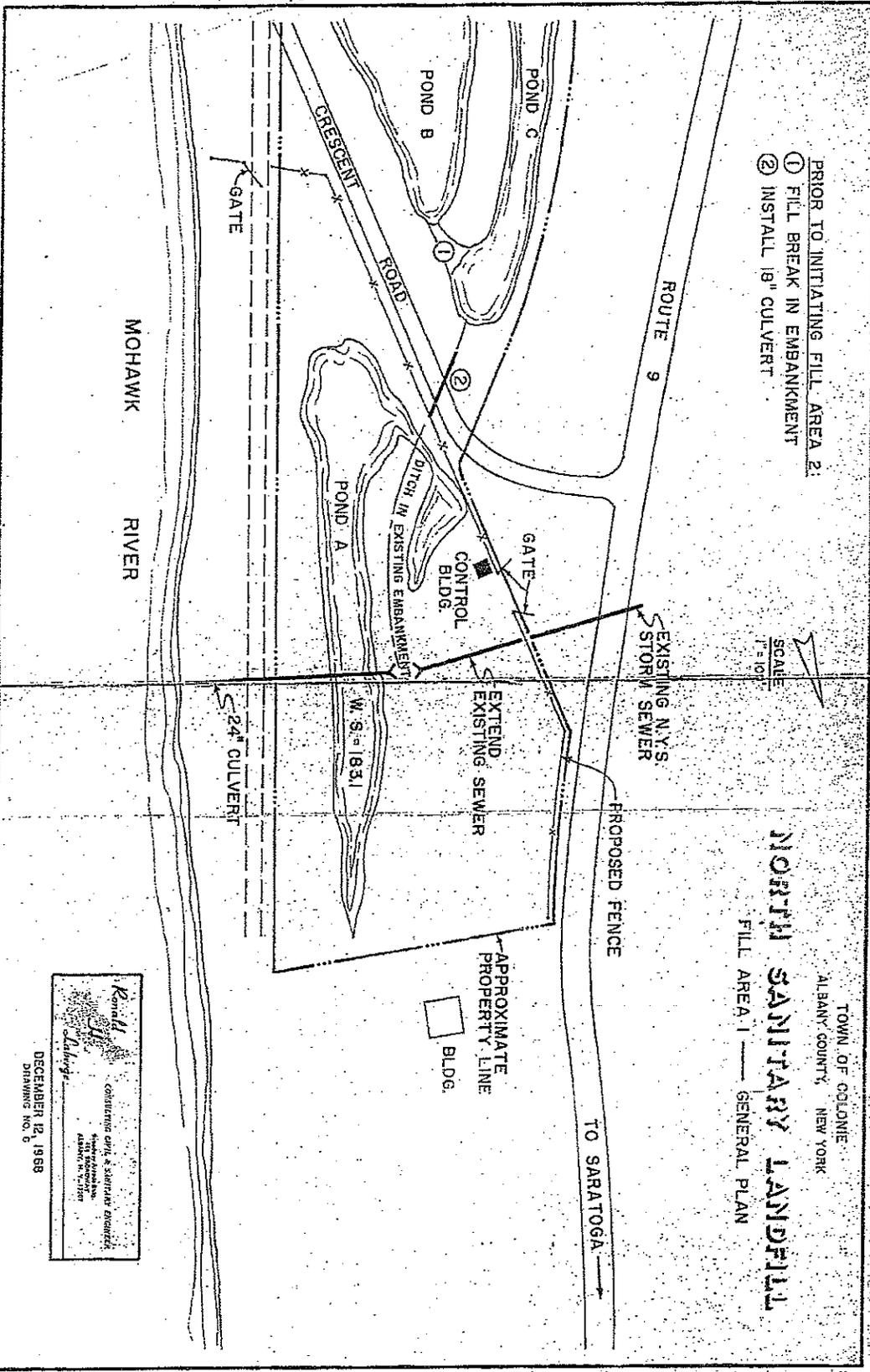
TOWN OF EGOINE  
 NORTH SANITARY LANDFILL  
 GENERAL PLAN

CITY OF EGOINE  
 1958

PRIOR TO INITIATING FILL AREA 2:  
 ① FILL BREAK IN EMBANKMENT  
 ② INSTALL 18" CULVERT

SCALE  
 1" = 10'

TOWN OF COLONIE  
 ALBANY COUNTY, NEW YORK  
**NORTH SANITARY LANDFILL**  
 FILL AREA I — GENERAL PLAN



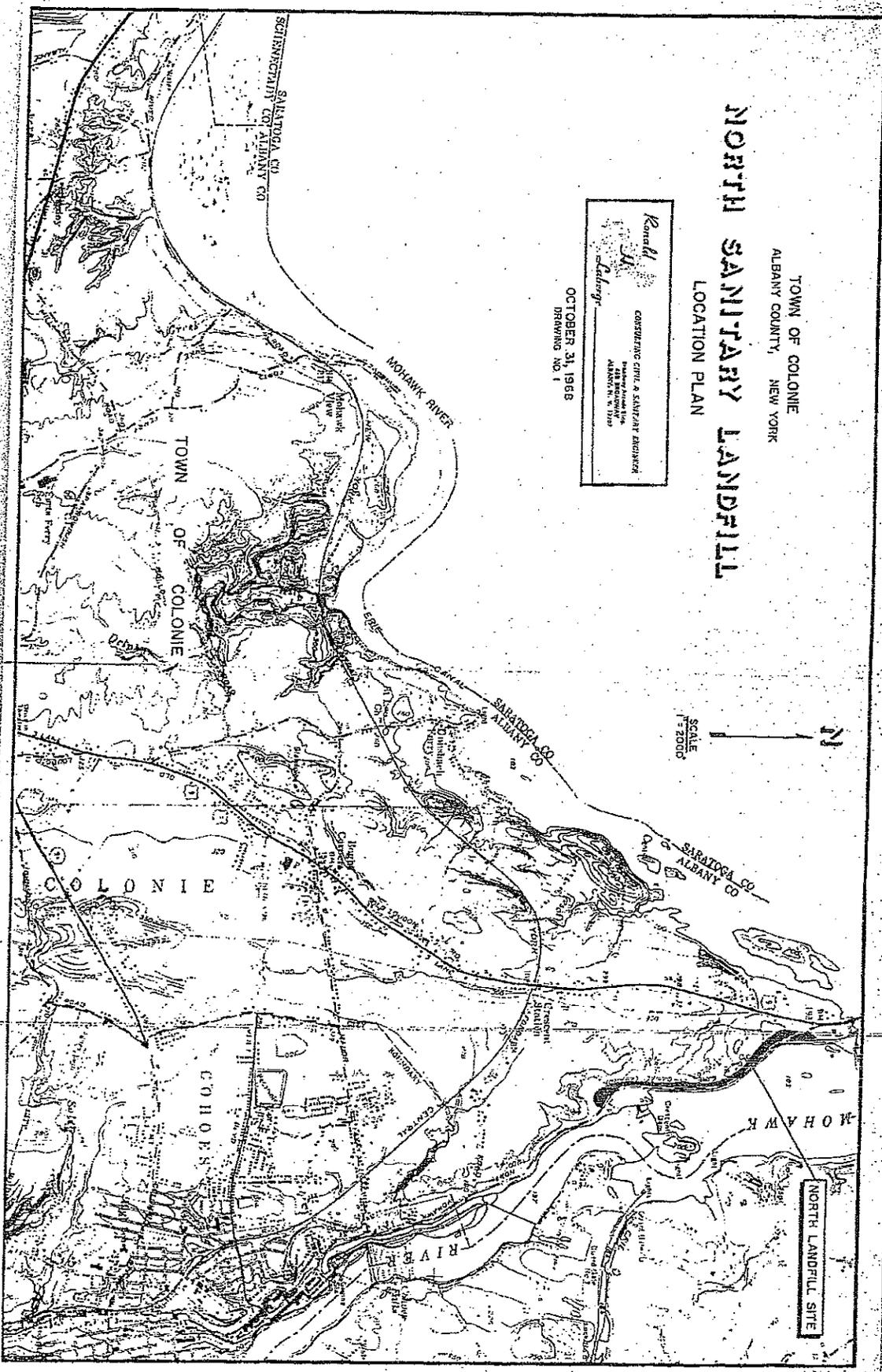
**Konold**  
*Chabers*  
 CONSULTING ENGINEERS & SURVEYORS  
 1411 FREDERICK ST.  
 ALBANY, N.Y. 12207  
 DECEMBER 12, 1968  
 DRAWING NO. 6

TOWN OF COLONIE  
ALBANY COUNTY, NEW YORK  
**NORTH SANITARY LANDFILL**  
LOCATION PLAN

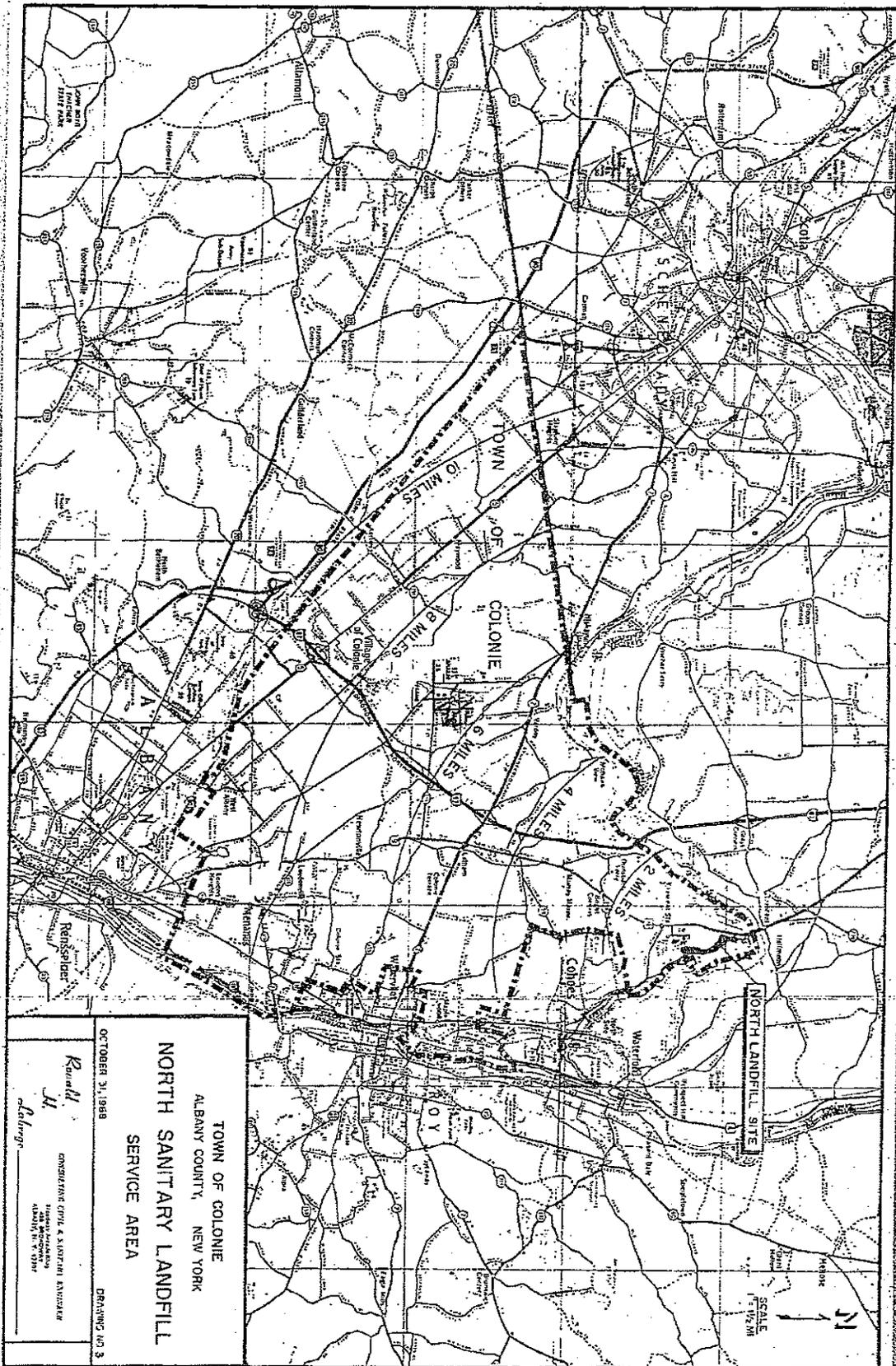
*Kendall*  
*Chapman*  
CONSULTING CIVIL & SANITARY ENGINEERS  
PHYSICIAN BUILDING  
215 BROADWAY  
ANNAPOLIS, M.D. 21403

OCTOBER 31, 1968  
DRAWING NO. 1

SCALE  
1" = 2000'





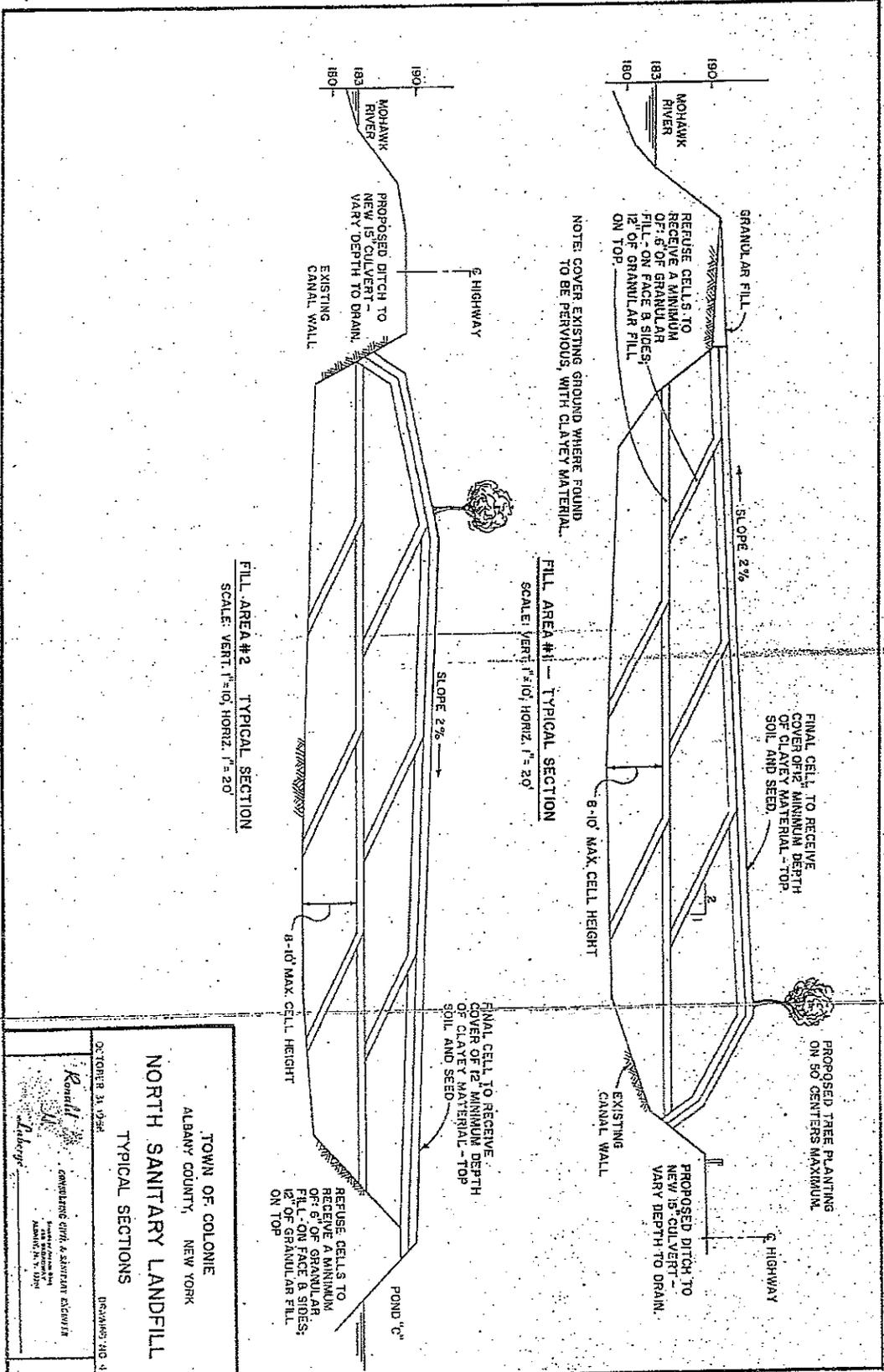


TOWN OF COLONIE  
 ALBANY COUNTY, NEW YORK  
**NORTH SANITARY LANDFILL**  
 SERVICE AREA

OCTOBER 31, 1988  
 DRAWING NO. 3  
 R. M. M.  
 J. M.  
 CHALLENGE  
 ENGINEERING CIVIL & SANITARIAN ENGINEER  
 100 WEST WASHINGTON ST.  
 ALBANY, N. Y. 12207

NORTH LANDFILL SITE

SCALE  
 1" = 1/4 MI



**FILL AREA #2 - TYPICAL SECTION**  
 SCALE: VERT. 1"=10'; HORIZ. 1"=20'

**FILL AREA #1 - TYPICAL SECTION**  
 SCALE: VERT. 1"=10'; HORIZ. 1"=20'

TOWN OF COLONIE  
 ALBANY COUNTY, NEW YORK  
**NORTH SANITARY LANDFILL**  
 TYPICAL SECTIONS

DATE: OCTOBER 31, 1954  
 DRAWN BY: *Ronell*  
 CHECKED BY: *Alborge*  
 CONSULTING CIVIL & SANITARY ENGINEERS  
 110 WEST 10TH STREET  
 ALBANY, N.Y. 12207  
 DRAWING NO. 4







BASE BID

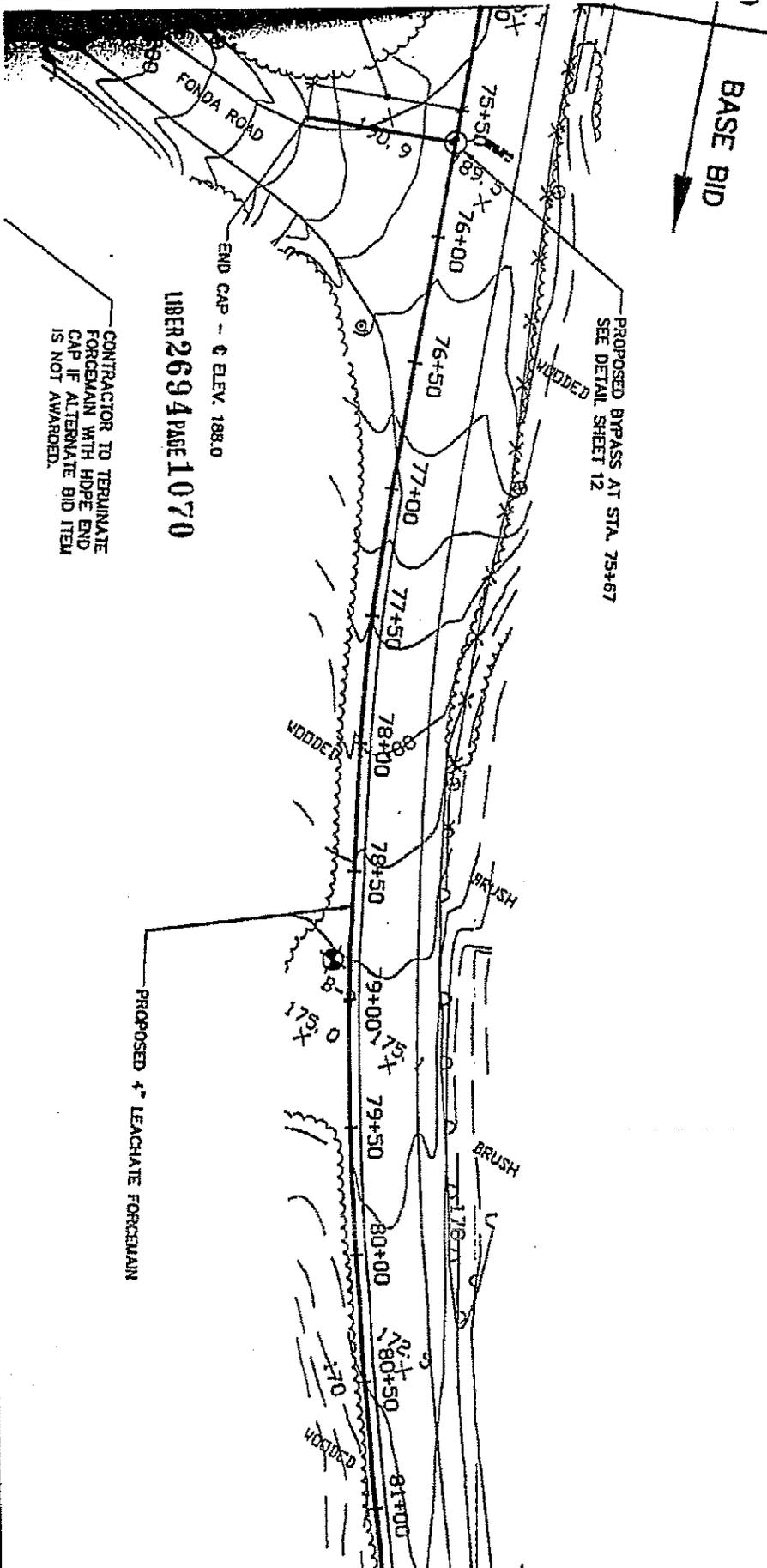
PROPOSED BYPASS AT STA. 75+67  
SEE DETAIL SHEET 12

END CAP - @ ELEV. 188.0

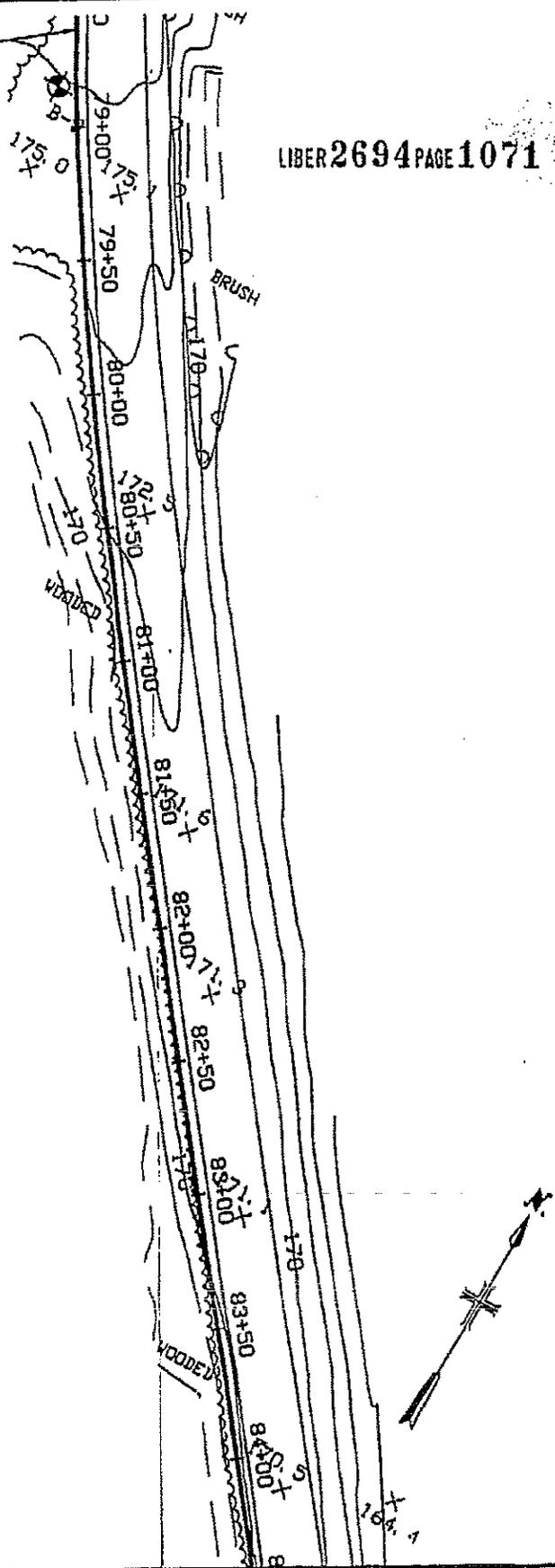
LIBER 2694 PAGE 1070

CONTRACTOR TO TERMINATE  
FORCEMAIN WITH HDPE END  
CAP IF ALTERNATE BID ITEM  
IS NOT AWARDED.

PROPOSED + LEACHATE FORCEMAIN



PROPOSED 4" LEACHATE FORCEMAIN



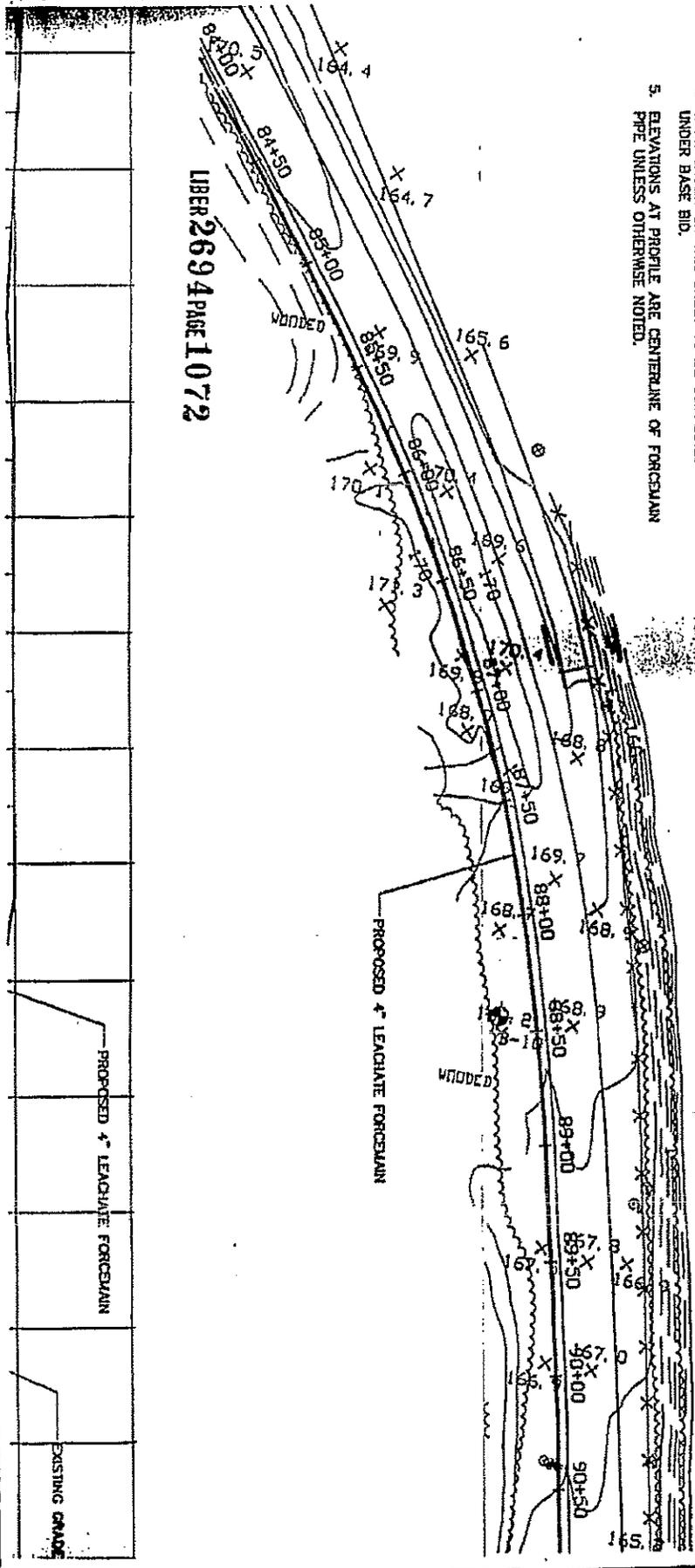
**NOTE:**

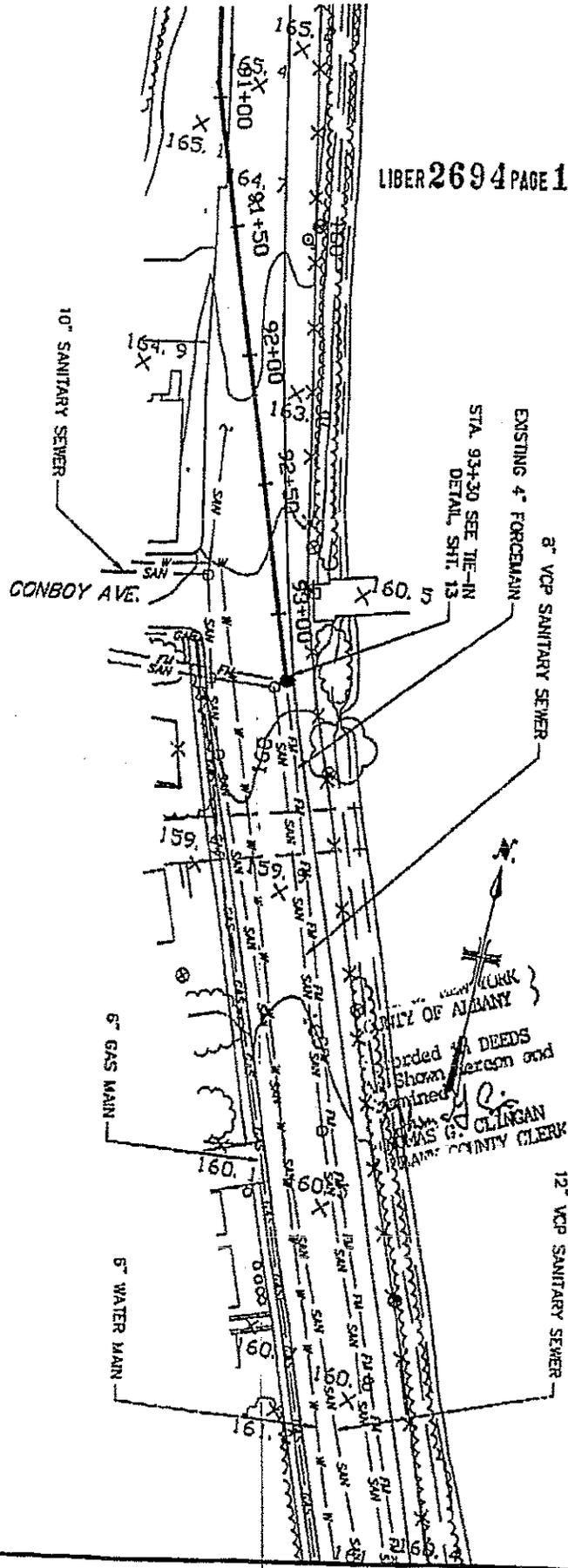
1. WORK SHOWN ON THIS SHEET TO BE COMPLETED UNDER ALTERNATE BID ITEM.
2. PIPE ELEVATIONS AT PROFILE ARE CENTERLINE OF FORCEMAIN PIPE UNLESS OTHERWISE NOTED.

**NOTES:**

1. DEPTH AND LOCATION OF EXISTING 4" D.I. FORCEMAIN IS ASSUMED. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH PRIOR TO THE-IN.
2. CONTRACTOR SHALL COORDINATE THE-IN OF EXISTING 4" D.I. FORCEMAIN WITH CITY OF COHUES SEWER DEPARTMENT.
3. CONTRACTOR SHALL BYPASS EXISTING FORCEMAIN AS REQUIRED DURING THE-IN TO MAINTAIN PUMPSTATION AND DISCHARGE FORCEMAIN OPERATIONS AT ALL TIMES.
4. WORK SHOWN ON THIS SHEET TO BE COMPLETED UNDER BASE BID.
5. ELEVATIONS AT PROFILE ARE CENTERLINE OF FORCEMAIN PIPE UNLESS OTHERWISE NOTED.

**LIBER 2694 PAGE 1072**





NEEDS

2044

2694

**THIS INDENTURE**, made this 15<sup>th</sup> day of October 2001, between **CITY OF COHOES**, a municipal corporation with its principal place of business at City Hall, 97 Mohawk Street, Cohoes, New York 12047-2897, the party of the first part, and the **TOWN OF COLONIE**, a municipal corporation with its principal place of business at Memorial Town Hall, PO Box 508, Newtonville, New York 12128, the party of the second part.

OFFICE OF  
ALBANY COUNTY CLERK  
N.Y.

2001 NOV -9 A 9:52

**LIBER 2694 PAGE 1066**

The **CITY OF COHOES**, a municipal corporation with its principal place of business at City Hall, 97 Mohawk Street, Cohoes, New York 12047-2897, the party of the first part, and the **TOWN OF COLONIE**, a municipal corporation with its principal place of business at Memorial Town Hall, PO Box 508, Newtonville, New York 12128, the party of the second part.

**WHEREAS**, it is proposed to connect a pipeline from the Town of Colonie Landfill Leachate Lagoons to the City of Cohoes' sanitary sewage system for the conveyance of the Town of Colonie's Leachate waste over the City of Cohoes' system and to the Albany County Treatment Plant; and

**WHEREAS**, in connection with such project, it will be necessary for the Town of Colonie, its agents, employees, and contractors to occupy and use a portion of the lands of the party of the first part, as hereinafter described, now, therefore:

**WITNESSETH:** That the party of the first part, in consideration of one Dollar (\$1.00) lawful money of the United States of America and other good and valuable consideration, to them in hand paid, the receipt of which is hereby acknowledged, do hereby grant, transfer and convey unto the party of the second part, its successors and assigns, a utility easement for the purposes of installing, using, operating, maintaining, repairing, and reconstructing the Town of Colonie's Leachate Waste Conveyance Pipeline and related appurtenances thereto, and which Leachate Waste Conveyance Pipeline runs from the Town of Colonie Landfill to the City of Cohoes ultimately connecting to the City's sewer line located on Cohoes Crescent Road, and for making the required excavations therefore upon, over or across the land, and for inspecting the area from time to time, together with the right of the Town of Colonie, its officers, employees, agents, servants or contractors, of ingress and egress upon and along the described parcel of land for the full use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incidental thereto.

RECEIVED  
\$.....  
REAL ESTATE  
NOV 09 2001  
TRANSFER TAX  
ALBANY  
COUNTY

RETURN TO:  
Colonie Town Attorney  
Memorial Town Hall  
PO Box 508  
Newtonville NY 12128-0508

The Leachate Waste Conveyance pipeline Utility Easement is more particularly described as follows:

The 4-inch HDPE Leachate Waste Conveyance Pipeline or forcemain to be constructed for the Town of Colonie Landfill will be installed in the right-of-way of Cohoes Crescent Road. The approximate alignment of the forcemain is along a 15-foot westerly offset from the centerline of Cohoes Crescent Road. It is along that offset that the forcemain enters the City of Cohoes, approximately 220 feet north of the intersection of the centerlines of Cohoes Crescent Road and Conboy Avenue. The alignment of the forcemain remains as described above along Cohoes Crescent Road to a point approximately 175 feet to the north of the intersection of the Cohoes Crescent Road and Conboy Avenue centerlines, where the alignment bends to the east slightly to cross Cohoes Crescent Road diagonally. The forcemain is to terminate in a new manhole located approximately 30 feet south and 10 feet east of the intersection of the Cohoes Crescent Road and Conboy Avenue centerlines, adjacent to an existing sewer manhole.

Said utility Easement is shown on a plan prepared by Malcolm Pirnie, Environmental Engineers, Scientists and Planners, attached hereto and made a part hereof, as Schedule "A".

**TOGETHER WITH A TEMPORARY CONSTRUCTION EASEMENT** as necessary to construct and install in a work area said Leachate Waste Conveyance Pipeline. Said Temporary Construction Easement area shall be returned to the same or substantially the same condition as it was in prior to the start of work by the Town.

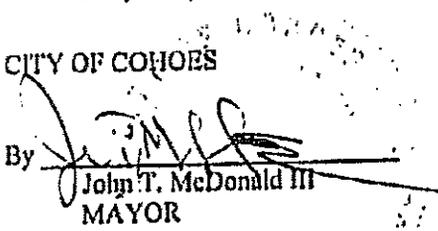
SAID Temporary Construction Easement will extinguish on December 31, 2002 or at the completion of construction, whichever is earlier.

The party of the first part covenants that it is the owner of the premises and have the right, title and capacity to convey the Easement granted herein.

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

CITY OF COHOES

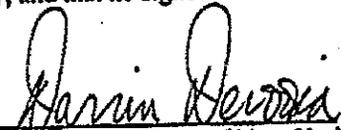
By

  
John T. McDonald III  
MAYOR

LIBER 2694 PAGE 1068

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

On this 15<sup>th</sup> day of October 2001, before me personally came John T. McDonald III, to me known who, being by me duly sworn, did depose and say that he is the Mayor of the City of Cohoes described in and which executed the above instrument; that he knows the seal of said municipality; that the seal affixed to said instrument is such municipal seal; that it was so affixed by order of the Common Council of said municipality; and that he signed his name hereto by order of the Common Council of said municipality.

  
Notary Public-State of New York

Darin B. Cavada, Notary Public  
Qualified in Albany County  
State of New York  
02DE3074179, Commission Expires 3/10/03

5/1

This Indenture made the 10<sup>th</sup> day of December, Two Thousand and Three,  
Between **05066**

**JAMES J. MULCAHY and MICHAEL J. O'BRIEN, SR.**, with offices at 9<sup>th</sup> Amity Place  
Court, Clifton Park, New York 12065,

parties of the first part, and the

**TOWN OF COLONIE**, with offices at Memorial Town Hall, PO Box 508, Newtonville,  
New York 12128,

party of the second part,

FILED  
MAR 27 2004  
ALBANY COUNTY

**WITNESSETH**, that the parties of the first part, in consideration of Four Hundred Ten Thousand Dollars (\$410,000.00) lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, does hereby grant and release unto the party of the second part, their heirs, successors and assigns forever,

**ALL THAT CERTAIN TRACT, PIECE OR PARCEL OF LAND** with the buildings and improvements thereon, situated in the Town of Colonie, County of Albany, New York, known as 4 Arrowhead Lane, bounded and described as follows:

Beginning at a point at the intersection of the division line between the lands N/F of Margaret A. MacFarland as described in Book 2143 of Deeds at page 769 on the West and the lands N/F of Scott Bobrow as described in Book 2295 of Deeds at Page 1035 on the East with the Northerly boundary of Arrowhead Lane and runs thence from said point of beginning in a generally Westerly direction along the said Northerly street boundary the following three (3) courses: 1) in a generally Westerly direction along a curve to the left having a radius of 1,376.71 feet, a chord bearing of South 88 deg. 26 min. 00 sec. West and a chord distance of 108.08 feet, an arc length of 108.11 feet to a point of tangency; 2) thence South 86 deg. 11 min. 00 sec. West 112.75 feet to a point of curvature and 3) in a generally Westerly direction along a curve to the right having a radius of 460.00 feet, a chord bearing of North 88 deg. 33 min. 40 sec. West and a chord distance of 84.29 feet, an arc length of 84.41 feet to its intersection with the division line between the lands N/F of Margaret A. MacFarland as described in Book 2143 of Deeds at Page 769 and Book 2143 of Deeds at Page 777 on the East and the lands N/F of MacFarland Construction Company, Inc. on the West; thence North 19 deg. 15 min. 20 sec. East along the above last mentioned division line and through the lands N/F of MacFarland Construction Co., Inc. 699.88 feet to a point on the division line between the lands N/F of MacFarland Construction Co., Inc. on the South and the lands now or formerly of the Town of Colonie as described in Book 2307 of Deeds at Page 609 on the North; thence South 69 deg. 13 min. 50 sec. East along the above last mentioned division line 387.14 feet to a point; thence South 19 deg. 15 min. 20 sec. West through the lands N/F of MacFarland Construction Co., Inc. 146.25 feet to a point, said point being the Northeasterly corner of the lands N/F of Scott Bobrow as described in Book 2295 of Deeds at Page 1035; thence North 70 deg. 44 min. 40 sec. West along the division line between the lands N/F of Scott Bobrow on the South and the lands N/F of MacFarland Construction Co., Inc. on the North 102.00 feet to its intersection with the above first mentioned division line; thence South 19 deg. 15 min. 20 sec. West along the said above first mentioned division line 435.00 feet to a point or place of beginning and containing 4.556 acres of land, more or less.

**BEING** the same premises conveyed to James J. Mulcahy and Michael J. O'Brien, Sr. dated December 12, 1988 and recorded in the office of the clerk of Albany County on January 6, 1989 in Liber 2381 at Page 215 and corrected by Correction Deed recorded in the office of the clerk of Albany County on December 5, 1989 in Liber 2404 at Page 453.

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

This transfer is pursuant to an Order of the Bankruptcy Court of the Northern District of New York, a copy of which is annexed hereto as Exhibit "A".

RECEIVED  
REAL ESTATE  
JAN 27 2004  
TRANSFER  
ALBANY COUNTY

RETURN TO: *Account Box*  
Colonie Town Attorney  
Memorial Town Hall  
PO Box 508  
Newtonville NY 12128-0508  
*4*  
*wwos*  
*180T*

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, their heirs, successors and assigns forever,

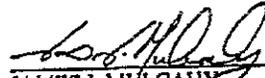
AND said parties of the first part covenants as follows:

FIRST, that the party of the second part shall quietly enjoy the said premises;

SECOND, that the parties of the first part will forever WARRANT the title to said premises;

THIRD, that in compliance with Section 13 of the Lien Law, the grantors 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 purposes of paying the cost of the improvement before using any part of the total of the same for any other purpose.

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

  
JAMES J. MULCAHY

  
MICHAEL J. O'BRIEN, Sr.

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

On this 10<sup>th</sup> day of Decmeber, in the year 2003, before me, the undersigned, personally appeared JAMES J. MULCAHY, 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 the instrument.

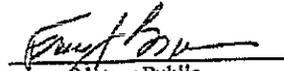
FRANCIS J. BRENNAN  
Notary Public, State of New York  
No. 12BR8059918  
Qualified in Schenectady County  
Commission Expires 11-13-20 *pk*

  
Notary Public

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

On this 10<sup>th</sup> day of December, in the year 2003, before me, the undersigned, personally appeared MICHAEL J. O'BRIEN, Sr. 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 the instrument.

FRANCIS J. BRENNAN  
Notary Public, State of New York  
No. 12BR8059918  
Qualified in Schenectady County  
Commission Expires 11-13-20 *pk*

  
Notary Public

~~RETURN TO:  
Colonie Town Attorney  
Memorial Town Hall  
PO Box 508  
Newtownville NY 12128-0508~~

LIBER 2756 PAGE 495

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF NEW YORK

RECEIVED

NOV 13 2003

BANKRUPTCY JUDGE  
ALBANY, NEW YORK

Chapter 13  
Case No. 03-16827

RECEIVED & FILED

NOV 13 2003

OFFICE OF THE BANKRUPTCY CLERK  
ALBANY, NY

IN RE:

MICHAEL O'BRIEN, SR.  
Social Security No. 128-24-9707

Debtor.

ORDER

Upon the notice of motion and motion, dated October 6, 2003, for an order pursuant to 11 U.S.C. §363, and upon proof of service as required by the Court, and upon the written objection to the motion, dated November 3, 2003, filed by the Chapter 13 Trustee, Andrea E. Celli, Esq., and upon the Affirmation in Support of Debtor's Motion to Sell, dated October 21, 2003, filed by James Mulcahy, and a hearing on the Motion having been held on November 6, 2003, and the debtor having appeared by and through his attorneys, O'Connor, O'Connor, Bresce & Firm, PC (Shannon D. Frazier, Esq.), and the Chapter 13 Trustee, Andrea E. Celli, Esq. (Diane Davis, Esq.) having appeared, and James Mulcahy having appeared by and through his attorney, Nolan & Heller, LLP (Francis J. Brennan, Esq.), and no other appearances having been made, and the Court having considered the merits of the Motion, and due deliberation having been had thereon, and the motion being settled upon consent of all parties appearing, it is hereby

ORDERED, that the Debtor shall be and hereby is permitted to sell his fifty percent (50%) interest in the property owned by the Debtor and James Mulcahy as Tenants in Common, located at 4 Arrowhead Lane, Cohoes, New York to the Town of Colonie pursuant to the terms of the Purchase and Sale Contract between the Debtor and James Mulcahy, sellers, and the Town

EXHIBIT A

LIBER 2756 PAGE 496

of Colonic, purchaser for a total of sum of \$410,000 for the property, free and clear of all liens and encumbrances against debtor's 1/2 interest in the property, with any such liens or encumbrances attaching to debtor's 1/2 interest in the net proceeds of sale, with the exception of unpaid real property taxes and the first mortgage in favor of Trustco; and it is further

ORDERED, that the purchaser and sellers have acted in "good faith" with in the meaning of 11 USC section 363(m) of the Bankruptcy Code; and it is further

ORDERED, that should the cost of the replacement of garage doors as provided for in paragraph 5 of the purchase contract be less than \$50,000.00, the 1/2 interest in the balance of the escrow held by the firm of Nolan & Heller, LLP, belonging to debtor shall be paid directly to Andrea E. Celli, Esq. as Chapter 13 Trustee for Administration in debtor's estate;

ORDERED, that the Purchaser, Town of Colonic, shall report to Andrea E. Celli, Esq. by September 1, 2004, the status of the funds to be used for the replacement garage doors referenced above; and it is further

ORDERED, that Debtor shall be and hereby is permitted to disburse from the proceeds of sale sums sufficient to satisfy mortgages, any unpaid real property taxes, as well as any and all reasonable and necessary closing costs, including, but not limited to, recording/filing fees, revenue stamps, title insurance/search fees, attorneys fees, if any, broker's commissions, if any, and any other necessary and reasonable closing cost; and it is further

ORDERED, that any remaining proceeds of sale, after payment of aforementioned mortgage arrears, taxes, and closing costs, shall be turned over to the Chapter 13 Trustee for administration; and it is further

LIBER 2756 PAGE 497

ORDERED, that Michael J. O'Connor, Esq. is hereby and in all respects allowed an additional administrative claim in the sum of \$290. to be paid inside the Plan for services rendered in connection with the Motion.

DATED: NOV 13 2003, 2003

SO ORDERED:  
*Robert E. Littlefield, Jr.*

Hon. Robert E. Littlefield, Jr.  
U.S. Bankruptcy Court Judge

**DUPLICATE ORIGINAL**

STATE OF NEW YORK }  
COUNTY OF ALBANY } ss.:  
Recorded in DEEDS  
As Shown Hereon And  
Examined

*Thomas G. Clingan*  
THOMAS G. CLINGAN  
ALBANY COUNTY CLERK

llc  
2/27/07

Albany County Clerk  
Deed Books (Record Room)  
Book 2887 Page 437

WARRANTY DEED



THIS INDENTURE, made this 1<sup>st</sup> day of June, 2007

BETWEEN **12 Arrowhead Lane, LLC**, a New York Limited Liability Company, with its principal place of business at 221 Meadowbrook Court, Duanesburg, New York 12056,

*party of the first part and*

**Town of Colonie**, a municipal corporation with its principal place of business at Memorial Town Hall, P.O. Box 508, Newtonville, New York 12128,

*party of the second part,*

WITNESSETH that the party 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 party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever,

ALL that certain tract, piece or parcel of land, situate, lying and being in the Town of Colonie, Albany County, New York, lying generally easterly of U.S. and N.Y.S. Route #9, S.H. #555, Loudon Road, along the northerly boundary of Arrowhead Lane and more particularly bounded and described as follows:

BEGINNING at a point at the intersection of the division line between lands formerly of the Morris McFarland Trust (Book 2403 of Deeds, Page 395) on the east (the herein described premises), and lands conveyed to Scott Bobrow, (Book 2295 of Deeds, Page 1035) on the west, with the northerly boundary of Arrowhead Lane; and runs thence along said lands so conveyed to Scott Bobrow and lands conveyed to James J. Mulcahy and Michael J. O'Brien, Sr. (Book 2404 of Deeds at Page 453) north 19°15'20", east 551.31 feet to an iron rod; thence turning and running South 69°13'50" east, along lands now or formerly of the Town of Colonie (Book 2307 of Deeds at page 609), 350.12 feet to a point, thence turning and running south 19°15'20" west 500.37 feet to a point in the northerly line of Arrowhead Lane; thence in a generally westerly direction along the above mentioned northerly street boundary, along a curve to the left, having radius of 1,376 feet, a chord bearing of north 77°32'20" west, a chord distance of 352.47 feet, and an arc length of 353.44 feet to the point or place of beginning.

FILED

BEING the same premises conveyed to the party of the first part by deed from Zelindo F. Viscusi, March 7, 2007 and recorded in the Albany County Clerk's Office on May 24, 2007 in Book 2885 of Deeds at Page 343.

THE PREMISES BEING CONVEYED is more commonly known as **12 Arrowhead Lane, Town of Colonie, County of Albany, New York.**

THIS CONVEYANCE is made subject to any and all covenants, conditions, easements and restrictions of record against the premises.

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.

R/R: ALL Box 4

DEEDS  
2074

Albany County Clerk  
Document Number 9977325  
Rcvd 06/14/2007 2:00:41 PM



AND the party of the first part covenant as follows:

First, that the party of the second part shall quietly enjoy the same premises;

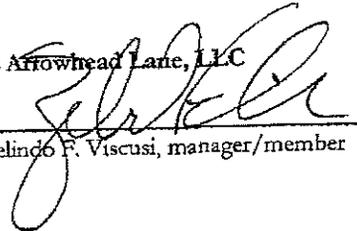
Second, that the party of the first part will forever Warrant the title to said premises.

Third, that, in Compliance with §13 of the Lien Law, the grantor 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.

IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and seal the day and year first above written.

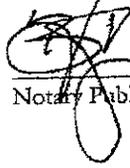
IN PRESENCE OF

12 Arrowhead Lane, LLC

  
Zelindo F. Viscusi, manager/member

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

On this 1<sup>st</sup> day of June, 2007, before me, the undersigned, a notary public in and for said state, personally appeared ZELINDO F. VISCUSI 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 the instrument.

  
Notary Public – State of New York

**BRIANA V. KENYON, ESQ.**  
Notary Public, State of New York  
No. 02KE6162212  
Qualified in Albany County  
Commission Expires March 5, 2011

Return to: *Danielle DeVries, Esq.*  
*Town of Colghie*  
*Memorial Town Hall*  
*P.O. Box 508*  
*Newtownville, New York 12128*

**FIRST AMERICAN TITLE INSURANCE**  
**COMPANY OF NEW YORK**  
Worldwide Abstract Services, Inc., Agent  
12 Century Hill Drive  
Latham, NY 12110  
(518) 785-4444

216-A-2894    2007-747

368

RECORD AND RETURN TO:  
ALBANY COUNTY DIRECTOR OF FINANCE  
112 State Street, Room 800  
Albany, New York 12207

Albany County Clerk  
Deed Books (Record Room)  
Book 2817 Page 719



DEEDS  
302

QUITCLAIM DEED

ELIZABETH A. DETMERS  
TOWN CLERK  
2005 OCT 17 A  
FILED

THIS INDENTURE made the 10th day of August, 2005 between

The COUNTY OF ALBANY, NEW YORK, a municipal corporation organized and existing pursuant to the laws of the State of New York having its principal office located at 112 State Street, Albany, New York 12207, party of the first part, and

The TOWN OF COLONIE, NEW YORK, a municipal corporation organized and existing pursuant to the laws of the State of New York having its principal office located at Memorial Town Hall, P.O. Box 508, Newtonville, New York 12128, party of the second part,

Witnesseth that in consideration of payment by the party of the second part of the sum of FORTY THOUSAND DOLLARS (\$40,000.00) AND NO CENTS lawful money of the United States, the party of the first part hereby remises, releases and quitclaims unto the party of the second part, its successors and assigns forever, all of the party of the first part's right, title and interest in and to

All that certain lot, place or parcel of land situate, lying and being in the Town of Colonie, County of Albany and State of New York described in Exhibit "A" attached.

Being the same premises described as "PARCEL No. COLONIE 0334-96 (1259A Loudon Road, Town of Colonie)" in the Deed in Foreclosure conveying said premises to the party of the first part dated February 28, 2001 and recorded in the Office of the Albany County Clerk on February 28, 2001 in Book 2676 of Deeds at Page 283 made pursuant to the Final Judgment of Foreclosure with respect to said premises granted said Tax District by Order of the Albany County Court dated February 16, 2001 and entered in the Albany County Clerk's Office on February 28, 2001 in the action commenced under index No. 7155-96 captioned "In the Matter of the "In Rem" Tax Lien Foreclosure Proceeding brought by action pursuant to Article Eleven of the Real Property Tax Law by the County of Albany, New York, Tax District, against All Parcels of Real Property on the List of Delinquent Taxes filed November 18, 1996 covering the Towns of Berne, Bethlehem, Coeymans, Colonie, Green Island, Guilderland, Knox, New Scotland, Rensselaerville And Westerlo, Albany County".

This conveyance is made pursuant to and is conditioned by Resolution No. 152 of the Albany County Legislature for the year 2005 adopted on June 13, 2005 authorizing the sale and conveyance of the premises to the party of the second part.

Albany County Clerk  
Document Number 9585818  
Rcvd 09/29/2005 9:28:52 AM





~~Foreclosure # Colonie-0279-96~~  
~~Town of Colonie County of Albany~~  
~~Alleged Owner (s) Brian P. Kalteux~~  
~~Description 63 Homewood Avenue~~  
~~Class Code # 330 Tax Map # 04400600030440000000~~

Foreclosure # Colonie-0334-96  
Town of Colonie County of Albany  
Alleged Owner (s) The Norris MacFarland Trust  
Description 1259A Loudon Road  
Class Code # 340 Tax Map # 00500100010250110000

P.S

~~Foreclosure # Colonie-0414-96~~  
~~Town of Colonie County of Albany~~  
~~Alleged Owner (s) Paul Holly Estates, Inc.~~  
~~New Owner (s) John P. Essepian~~  
~~Description 10A Paul Holly Drive~~  
~~Class Code # 311 Tax Map # 05400200060220000000~~

~~Foreclosure # Colonie-0431-96~~  
~~Town of Colonie County of Albany~~  
~~Alleged Owner (s) Thomas A. & Gerald E. Phibbs~~  
~~New Owner (s) Gerald E. Phibbs~~  
~~Description 2790 Curry Road~~  
~~Class Code # 330 Tax Map # 01600300010020010000~~

H?

EXHIBIT A

S

LIBER 2065 PUE 560

# This Indenture,

Made the \_\_\_\_\_ day of \_\_\_\_\_  
Nineteen Hundred and Seventy-four

Between  
LEONARD F. PAYETTE, and MADELINE A. PAYETTE, his wife, both residing at 304 Middletown Road, Waterford, Saratoga County, New York.

State of New York }  
County of ALBANY } ss.

Recorded on the 22 day  
of AUG A. D., 1974 at  
10:21 o'clock A. M. in Her  
2086 of DEEDS at page 560  
and examined.

James J. Coyne, Jr. Clerk

parties of the first part: and

TOWN OF COLONIE, a municipal corporation having its office and place of business at Newtonville, New York.

OFFICE OF  
ALBANY COUNTY CLERK  
AUG 21 AM '74  
ALBANY, N.Y.

DEEDS  
322

part y of the second part, \*\$8.00

Witnesseth that the parties of the first part, in consideration of

One-----Dollar (\$1.00-----)  
lawful money of the United States, and other valuable considerations  
paid by the party of the second part, do hereby grant and release unto the  
part y of the second part, their heirs and assigns forever, all  
THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate, lying and being in  
the Town of Colonia, Albany County, and State of New York, more  
particularly bounded and described as follows, viz: BEGINNING at a  
point in the westerly Blue Line of the Erie Canal, said point being at  
the intersection of said Blue Line and the northerly line of a lot con-  
veyed by the party of the first part to Jeanne Villeneuve by Deed dated  
October 19, 1955, and recorded in the office of the Clerk of the County  
of Albany on October 20, 1955, in Book 1468 of Deeds at Page 505, and  
running thence northerly four degrees fifteen minutes (4° 15') West  
twenty and eight tenths feet (20.8') to Blue Line Pt. 20; running thence  
northerly nine degrees seventeen minutes (9° 17') West seventy-nine and  
two tenths feet (79.2'); running thence south eighty-two degrees  
twenty-four minutes fifteen seconds (82° 24' 15") East to a point in  
the westerly side line of said Villeneuve as extended northerly four  
degrees fifteen minutes (4° 15') West and running thence southerly  
upon and along said westerly line of said lot conveyed by the party of  
the first part to Jeanne Villeneuve as extended to the northwest corner  
of said Villeneuve plot, and running thence easterly upon and along the  
northerly side line of the said Villeneuve plot four hundred thirty-  
seven feet (437') to the point or place of beginning.

Being the same premises conveyed by Romeo Villeneuve to Myer Cramer  
by Deed dated September 17th, 1959, and recorded in the Albany County  
Clerk's Office, July 30, 1962, in Book 1725 of Deeds, at Page 514.

Being the same premises conveyed by Myer Cramer to Leonard F.  
Payette, and Madeline A. Payette by Deed dated the 24th day of June,  
1966 and recorded in the Albany County Clerk's Office, June 27, 1966,  
in Book 1872 of Deeds, at Page 371.

LIBER 2086 PAGE 561

MEGA

LIBRARY COUNTY  
 046776 REAL-ESTATE STATE OF NEW YORK  
 TRANSFER TAX NEW YORK  
 Dept. of Taxation AUG 22 '74  
 & Finance No. 10936

562  
 100-218186-104

Together with the appurtenances and all the estate and rights of the parties of the first part in and to said premises,  
 To have and to hold the premises herein granted unto the part y of the second part, its successors and assigns forever.

And said parties of the first part covenant as follows:  
 First, That the part y of the second part shall quietly enjoy the said premises;  
 Second, That said parties of the first part will forever Warrant the title to said premises.

Third, That, in Compliance with Sec. 13 of the Lien Law, the grantors 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.

In Presence of  
 Leonard F. Payette  
 Madeline A. Payette

State of New York } ss.  
 County of Saratoga }  
 On this 21<sup>st</sup> day of August  
 Nineteen Hundred and 74  
 before me, the subscriber, personally appeared  
 Leonard F. & Madeline A. Payette  
 to me personally known and known to me to be the same person's described in and who executed the within Instrument, and they acknowledged to me that they executed the same.

Barbara J. Plummer  
 Notary Public, State of New York  
 Residing in Saratoga County  
 Commission Expires March 30 1976

State of New York } ss.  
 County of }  
 On this  
 Nineteen Hundred and  
 before me, the subscriber, personally appeared  
 to me personally known and known to me to be the same person described in and who executed the within Instrument, and he acknowledged to me that he executed the same.

122

# Deed

WARRANT WITH LIEN COVENANT

LEONARD F. PAYETTE and  
MADELINE A. PAYETTE, his wife

TO

TOWN OF COLONIE,

Dated, 19 74

*Leonard F. Payette*  
*304 Middlestown Rd.*  
*Watford, N.Y. 12184*

BOOKS	INDEX	BOOK & PAGE
RECEIVING BANK		
MORTGAGE		
GRANTOR		
MORTGAGEE		
DEARIE		
BOOK AND PAGE		
PHOTO		
CONTRIBUTOR		
MISC. INST.		