

Albany County Division of Finance

LEVEL I TAX LIEN FORECLOSURE SEARCH

SEARCH DATE: AUGUST 20, 2022

MUNICIPALITY: CITY OF WATERVLIET, N.Y.,

INDEX NO: 07726-17,

PARCEL FORECLOSURE NO.: 000121,

DATE OF FILING OF LIST OF DELINQUENT TAXES: DECEMBER 28, 2017,

PROPERTY DESCRIPTION:

329 BROADWAY, CITY OF WATERVLIET,

TAX MAP NO.: 44.58-2-29

PROP. CLASS CODE: 710 MANUFACTURING &
PROCESSING,

REPUTED PARCEL OWNER(S):

LORENC HOLDINGS, LLC

OPEN MORTGAGES	0
ASSIGNMENTS	0
JUDGMENTS	0
FEDERAL TAX LIENS	0
UCC'S	0
STATE TAX WARRANTS	0
LEASES	0
OTHER LIENORS	1
OTHER INTERESTS	1
ESTATE PROCEEDINGS	0
MORTGAGE FORECLOSURES	0
TOTAL	2

NOTE(S): AS OF SEARCH DATE: AUGUST 20, 2022

SAID PREMISES IS SUBJECT TO THE FOLLOWING:

A NOTICE OF LIEN, filed November 14, 2016, as Instr #: L16-114 (item # 5) for unpaid Emergency Demolition Cost and Expenses (item # 5).

A CIVIL/ CONTRACT, COMPLAINT, Case#: 07314-16 (item # 6), between CITY OF WATERVLIET, NY, Plaintiff, against LORENC HOLDINGS, & BRONISLAW LORENC, was filed on December 1, 2016, and is shown in this LEVEL 1 SEARCH, to show possible future lien of the Reputed Parcel Owner.

The 2022 Final Assessment Roll for said Real Property: 329 Broadway, Watervliet, N.Y., previously had a PROPERTY CLASS CODE of 710 Manufacturing & Processing, it now has a PROPERTY CLASS CODE of 311 Res Vac Land.

COMPLAINT(S), IF ANY (1), SET UP AS OTHER INTEREST(S), AS POSSIBLE FUTURE LIEN(S).

LIEN(S), IF ANY (0), LISTED IN THIS LEVEL ONE SEARCH.

Albany County Division of Finance

LEVEL I TAX LIEN FORECLOSURE SEARCH SECTION I

PARTIES HAVING AN INTEREST OF RECORD ON THE DATE OF FILING OF THE LIST OF DELINQUENT TAXES

A.1. OWNER(S) OF RECORD:

LORENC HOLDINGS, LLC, (Reputed Parcel Owner)	329 BROADWAY	WATERVLIET, NY, 12189
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TITLE IS VESTED IN:

LORENC HOLDINGS, LLC, by QUITCLAIM DEED, from DHANWANTIE PRASHAD, dated November 22, 2010, and duly recorded November 23, 2010, in Liber 2993 of Deeds, at Page 32 (item # 4), of the Albany N.Y., County Clerk's Office.

DEED R & R:

DREYER BOYAJIAN, LLC, ATTN: HEIDI HICKMAN,	75 COLUMBIA STREET,	ALBANY, NY, 12210 (item # 4)
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A-2. ADDITIONAL ADDRESS(ES): (9)

LORENC HOLDINGS, LLC, (Reputed Parcel Owner)	6 GLYNN DRIVE,	COHOES, NY, 12047
LORENC HOLDINGS, LLC,	6 GLYN DRIVE,	COHOES, NEW YORK, 12047 (item # 5)
LORENC HOLDINGS, LLC,	6 GLYNN DRIVE,	COHOES, NEW YORK, 12047 (item # 5,)
LORENC HOLDINGS, LLC, C/O DREYER BOYAJIAN, LLP,	75 COLUMBIA STREET,	ALBANY, NEW YORK, 12210 (item # 5)
LORENC HOLDINGS, LLC, VIA NANCY DOUGHERTY, AUTHORIZED AGENT, OF THE SECRETARY OF STATE,	ONE COMMERCE PLAZA, 99 WASHINGTON AVE,	ALBANY, NY, 12231-0001 (item # 6)
BRONISLAW LORENC, (LLC Owner)	329 BROADWAY,	WATERVLIET, NY, 12047 (item # 6)
PAM LORENC, WIFE OF BRONISLAW LORENC (LLC Owner),	6 GLYNN DRIVE,	COHOES, NY, 12047 (item # 6)
BRONISLAW LORENC, (LLC Owner)	6 GLYNN DRIVE,	COHOES, NY, 12047 (item # 6)
DREYER, BOYAJIAN, LLP, BY JOHN J. DOWD, ATTORNEYS FOR DEFENDANT, LORENC HOLDINGS, LLC, AND BRONISLAW LORENC,	75 COLUMBIA STREET,	ALBANY, NEW YORK, 12210 (item # 6)

ESTATE PROCEEDING(S): (0)

No proof of death, within the search time frame, was found on BRONISLAW LORENC, in the Albany County, N.Y. Surrogates Court.
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LEVEL I TAX LIEN FORECLOSURE SEARCH

SECTION I (CONTINUED)

LEASE(S): (0)

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OTHER INTEREST(S): (1)

A COMPLAINT, Between CITY OF WATERVLIET (Plaintiff), against LORENC HOLDINGS, LLC, and BRONISLAW LORENC (Defendant(s)), CASE # 07314-16 (item # 6). Regarding the emergency demolition and removal of the unsafe building located at 329 Broadway, Watervliet, New York, SBL # 44.58-2-29. Plaintiff is seeking emergency demolition costs in the amount of \$ 114,510.25 (item # 6). (Information Only, Sending Discretionary Notice(s) to all parties in this action, a possible future lien of the reputed parcel owner (item # 6).

STANLEY J. TARTAGLIA, JR, OF CARTER, CONBOY, ATTORNEYS FOR PLAINTIFF, CITY OF WATERVLIET,	20 CORPORATE WOODS BOULEVARD,	ALBANY, NEW YORK, 12211 (item # 6)
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B. ADDITIONAL PARTIES:

MORTGAGE(S): (0)

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ASSIGNMENT(S): (0)

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UCC(S): (0)

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MORTGAGE FORECLOSURE(S): (0)

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LEVEL I TAX LIEN FORECLOSURE SEARCH

SECTION I (CONTINUED)

OTHER LIEN(S): (1)

A NOTICE OF LIEN, a lien for all unpaid Emergency Demolition Costs and Expenses, filed November 14, 2016, as Instr #: L16-114 (item # 5), in the amount of \$ 114,510.25, whose subject property is commonly known as 329 Broadway, Watervliet, New York, 12189 (item # 5).

CARTER, CONBOY, CASE, BLACKMORE, MALONEY & LAIRD, P.C., BY STANLEY J. TARTAGLIA, JR., ATTORNEYS FOR THE CITY OF WATERVLIET, NY,	20 CORPORATE WOODS BOULEVARD,	ALBANY, NY, 12211-2362 (item # 5)
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FEDERAL TAX LIEN(S): (0)

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STATE TAX WARRANT(S): (0)

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JUDGMENT(S): (0)

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LEVEL I TAX LIEN FORECLOSURE SEARCH

SECTION II

PARTIES HAVING AN INTEREST OF RECORD AS OF THE SEARCH DATE

A.1. OWNER(S) OF RECORD:

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TITLE IS VESTED IN:

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DEED R & R:

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A-2. ADDITIONAL ADDRESS(ES): (0)

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ESTATE PROCEEDING(S): (0)

No proof of death, within the search time frame, was found on BRONISLAW LORENC, in the Albany County, N.Y. Surrogates Court.

LEASE(S): (0)

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OTHER INTEREST(S): (0)

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B. ADDITIONAL PARTIES:

MORTGAGE(S): (0)

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ASSIGNMENT(S): (0)

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UCC(S): (0)

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MORTGAGE FORECLOSURE(S): (0)

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LEVEL I TAX LIEN FORECLOSURE SEARCH

SECTION II (CONTINUED)

OTHER LIEN(S): (0)

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FEDERAL TAX LIEN(S): (0)

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STATE TAX WARRANT(S): (0)

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JUDGMENT(S): (0)

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LEVEL 1 SEARCH EXAMINED BY:

JAMES A. ALBANO

SEARCH TIME FRAME

START DATE (FROM):

COMPLETION DATE (TO):

JULY 1 2002	AUGUST 20, 2022
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LIST OF DELINQUENT TAXES
FOR
CITY OF WATERVLIET, ALBANY COUNTY

PARCEL FORCLOSURE NO: 000121
FORECLOSURE PROCEEDING INDEX NO: 07726-17
PARCEL LOCATION: 329 BROADWAY, CITY OF WATERVLIET
PARCEL TAX MAP NUMBER: 04405800020290000000
PARCEL PROPERTY CLASS CODE: 710 MANUFACTURING + PROCESSING
OWNER LISTED ON DELINQUENT TAX BILL: LORENC HOLDINGS. LLC
REPUTED PARCEL OWNER(S): LORENC HOLDINGS, LLC
AS OF 12/28/2017
MAILING ADDRESS: 6 GLYNN DR
COHOES, NY 12047

DELINQUENT TAXES

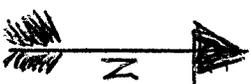
<u>YEAR</u>	<u>TYPE OF TAX</u>	<u>AMOUNT DUE</u>
2016	SCHOOL	5,053.39

CITY OF WATERVILLE, 361 Broadway, WIP# 44.58-2-CY.



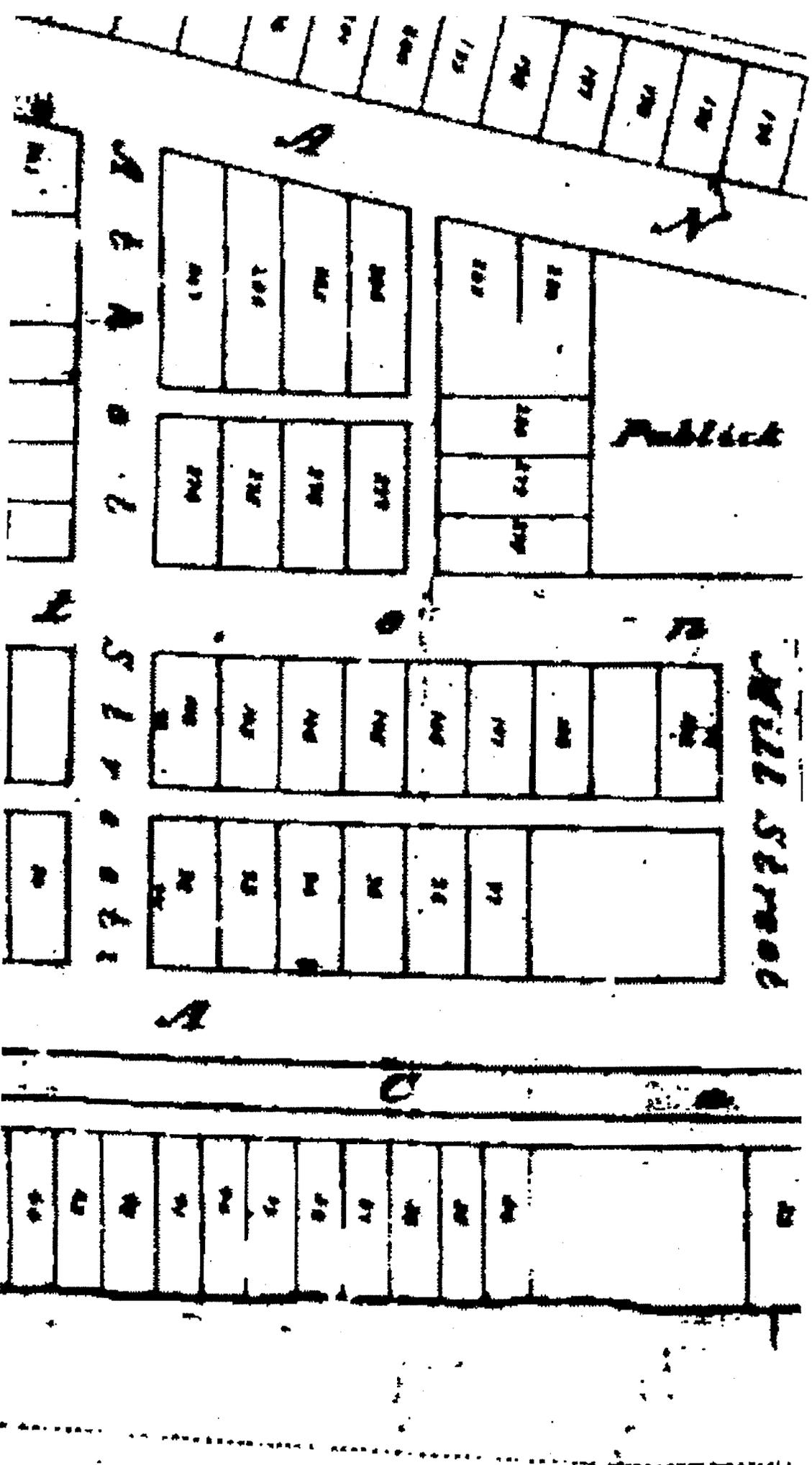
1

2



RSTATE

787



MAP # 399 BK 23 OR 22

101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120
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Albany

Public Square

121	122	123	124	125	126	127	128	129	130
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Athol

131	132	133	134	135	136	137	138	139	140
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141	142	143	144	145	146	147	148	149	150
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Boston

151	152	153	154	155	156	157	158	159	160
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St.

161	162	163	164	165	166	167	168	169	170
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171	172	173	174	175	176	177	178	179	180
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Mill Pt.

181	182	183	184	185	186	187	188	189	190
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Water

191	192	193	194	195	196	197	198	199	200
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MAP 398 BK 23 OR 23

#4



Albany County Clerk
32 North Russell Rd.
Albany, NY 12206-1324

Return to:

DREYER BOYAJIAN LLC
75 COLUMBIA ST
ALBANY NY 12210

Instrument: Deed

Document Number: 10774933 Book: 2993 Page: 32

Grantor

PRASHAD, DHANWANTIE

Grantee

LORENC HOLDINGS LLC

Number of Pages: 3

Amount: \$85000.00

Transfer Tax Receipt
Albany County Clerk Received:
Trans Tax # 1848
.....\$340.00

Recorded Date/Time: 11/23/2010 at 2:26 PM

Receipt Number: 614734

Note: **DO NOT REMOVE - THIS PAGE IS PART OF THE DOCUMENT **
THIS PAGE CONSTITUTES THE CLERK'S ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
319 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK.

Thomas G. Clingan, County Clerk

#4

SCHEDULE A

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND

situate in the City of Watervliet, County of Albany, State of New York,
described as follows:

Foreclosure # Watervliet - 0170-96
City / Town of City of Watervliet, County of Albany
Alleged Owner(s) Thomas A. & Lawrence A. Turcotte
Description 329 Broadway
Class Code 710 **Tax Map #** 44.58-2-29

BEING THE SAME PREMISES so described in the Deed in Foreclosure conveying said premises to the County of Albany, New York executed by the Albany County Director of Finance on the 10th day of April, 2002 and recorded in the Office of the Albany County Clerk on the 11th day of April, 2002 in Book 2706 of Deeds at Page 820 made pursuant to Final Judgement of Foreclosure granted by the Albany County Court to the County of Albany Tax District on the 17th day of November, 2002 and entered in the Office of the Albany County Clerk on the 11th day of April, 2002 in the preceeding captioned "In the Matter of the Foreclosure of Tax Liens by Proceeding In Rem Pursuant to Article Eleven of the Real Property Tax Law by the County of Albany, New York, Tax District. -- List of Delinquent Taxes Filed in the Year 1996 Covering the City of Watervliet Assigned Index No. 3504-96

In prior deed conveyed to Thomas R. Turcotte and Lawrence A. Turcotte and recorded in Liber 2359 of Deeds at page 899, said premises is bounded and described as follows: All that tract or parcel of land, with the buildings and improvements thereon, situate in the City of Watervliet, in the County of Albany, and State of New York, which is known on the map of that locality as Lots No. 96, 97 and that portion of the Mill lot sometime of Jeremiah Schuyler, which lies west of what was once Walter Street, and is bounded as follows:

On the north by Fourth Street (formerly Mill Street);
 On the east by Broadway (formerly Water Street);
 On the south by Lot No. 95;
 And on the west by an alley:
 Being the premises known as Street No. 329 Broadway, Watervliet, New York.

Case #: 07314-16
Rec Date: 12/01/2016 03:51:45 PM
Doc Grp/Desc: CIV / CONTRACT
Plaintiff: CITY OF WATERVLIET
Defendant: LORENC HOLDINGS LLC
LORENC BRONISLAW

Case Description:

Plaintiff Attorney:

---- DOCKET ITEMS ----

Rec Date	Description
12/01/2016	SUMMONS
12/01/2016	COMPLAINT
12/19/2016	AFFIDAVIT OF SERVICE
01/09/2017	AFFIDAVIT OF SERVICE
01/30/2017	ANSWER
01/30/2017	AFFIDAVIT OF SERVICE

Infor #
** on 14*
not confirmed
used for
possible
contact &
notice of
intention.
Sending
Miscellaneous
Notice

RECEIVED

#6

DEC - 1 PM 3: 33

ALBANY COUNTY CLERK

STATE OF NEW YORK
SUPREME COURT

COUNTY OF ALBANY

CITY OF WATERVLIET,

Plaintiff,

COMPLAINT

Index No. 07314-16

- against -

LORENC HOLDINGS, LLC and
BRONISLAW LORENC,

Defendants.

ALBANY COUNTY CLERK

2016 DEC - 1 PM 3: 33

RECEIVED

The Plaintiff, CITY OF WATERVLIET (hereinafter "WATERVLIET" or "the plaintiff"), by and through its attorneys, Carter, Conboy, Case, Blackmore, Maloney & Laird, P.C., complain and allege of the defendants, upon information and belief, as follows:

1. At all times material hereto, the plaintiff was and continues to be a municipality duly organized and existing pursuant to the laws of the State of New York.
2. That, upon information and belief, and at all times material hereto, the defendant LORENC HOLDINGS, LLC was and continues to be a domestic limited liability company, authorized to do business in the State of New York.
3. That the defendant BRONISLAW LORENC was and is an individual and sole owner of the defendant LORENC HOLDINGS, LLC.
4. That the defendant BRONISLAW LORENC was and is an individual and sole proprietor of the defendant LORENC HOLDINGS, LLC.
5. That the defendant BRONISLAW LORENC was and is an individual and is a principal of the defendant LORENC HOLDINGS, LLC.

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6. That the defendant BRONISLAW LORENC was and is an individual and controls the defendant LORENC HOLDINGS, LLC.

7. That the defendant BRONISLAW LORENC was and is an individual and operates the defendant LORENC HOLDINGS, LLC.

8. That the defendant BRONISLAW LORENC was and is an individual and supervises the defendant LORENC HOLDINGS, LLC.

9. That the defendant BRONISLAW LORENC was and is an individual and monitors the defendant LORENC HOLDINGS, LLC.

10. That on or about November 22, 2010, the defendant LORENC HOLDINGS, LLC acquired real property located at 329 Broadway, Watervliet, New York with SBL #44.58-2-29, pursuant to deed, which was recorded in the Albany County Clerk's office on or about November 23, 2010.

11. That as of November 22, 2010 to present, the defendant LORENC HOLDINGS, LLC was and is the owner of real property located at 329 Broadway, Watervliet, New York, with SBL #44.58-2-29.

12. That as of November 22, 2010 to present, the defendant BRONISLAW LORENC was and is the owner of real property located at 329 Broadway, Watervliet, New York, with SBL #44.58-2-29.

13. That as of June 25, 2016, the defendant LORENC HOLDINGS, LLC was the owner of a building structure located at 329 Broadway, Watervliet, New York, with SBL #44.58-2-29.

#6

14. That as of June 25, 2016, the defendant LORENC HOLDINGS, LLC leased a building structure located at 329 Broadway, Watervliet, New York, with SBL #44.58-2-29.

15. That as of June 25, 2016, the defendant BRONISLAW LORENC, was the owner of a building structure located at 329 Broadway, Watervliet, New York, with SBL #44.58-2-29.

16. That as of June 25, 2016, the defendant BRONISLAW LORENC, leased a building structure located at 329 Broadway, Watervliet, New York, with SBL #44.58-2-29.

17. That on or about June 25, 2016, a warehouse building located at 329 Broadway, Watervliet, New York caught fire, which spread the entire length of the building, and the interior of the structure was totally consumed in a short period of time.

18. Upon information and belief, the building consisted of perimeter load-bearing brick walls with interior heavy timber flooring, beams, and a roof deck.

19. That on or about June 26, 2016, after an inspection performed by Weston & Sampson PE, LS, LA, PC, it was determined that the remains of the structure posed an immediate threat to the life and safety to the general public and fire personnel such that it was required to be immediately demolished on an emergency basis.

20. Per the findings and recommendations by Weston & Sampson PE, LS, LA, PC and pursuant to the Watervliet City Code, including Chapter 128 thereof, the plaintiff used its police power to cause the emergency demolition and removal of the unsafe building on premises located at 329 Broadway, Watervliet, New York, with SBL # 44.58-2-29, which posed an immediate threat to life, safety of fire personnel, and to the general public.

#16

21. As part of the emergency demolition and removal of the unsafe building at issue, the plaintiff incurred costs in the amount of \$112,000.00 from DiTonno and Sons, LLC.

22. As part of the emergency demolition and removal of the unsafe building at issue, the plaintiff incurred costs in the amount of \$2,510.25 from Alpine Environmental Services, Inc.

23. The plaintiff paid a total of \$114,510.25 in connection with the emergency demolition and removal of the unsafe building at issue.

24. On or about October 6, 2016, the plaintiff filed a Notice and Demand for Payment of Emergency Demolition Costs and Expenses.

25. On or about October 6, 2016, the defendants were served with a copy of the Notice and Demand for Payment of Emergency Demolition Costs and Expenses.

26. On or about November 14, 2016, a Notice of Lien was filed with the Albany County Clerk for payment of the emergency demolition costs and expenses incurred by the plaintiff.

27. On or about November 18, 2016, the defendants were served with the Notice of Lien for payment of the emergency demolition costs and expenses incurred by the plaintiff.

28. Despite due demand being made, the defendants have failed to pay for any portion of the costs incurred by the plaintiff in connection with the emergency demolition costs and expenses.

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29. Pursuant to Chapter 128 of the Watervliet City Code, the costs and expenses for the emergency demolition and removal, including legal expenses, are chargeable to the defendants.

AS AND FOR A FIRST CAUSE OF ACTION FOR UNJUST ENRICHMENT AND QUASI CONTRACT

30. The plaintiff repeats and realleges the allegations set forth in paragraphs 1-29 as if fully set forth herein.

31. The plaintiff, pursuant to its police power and authority in furtherance of, among other things, the Watervliet City Code, was required to perform services and incur costs associated with the emergency demolition and removal of a building for the property at issue.

32. The defendants benefited from and/or were unjustly enriched through the plaintiff providing these services and costs, and the plaintiff has an expectation of compensation for such services and costs incurred as a result of the emergency demolition and removal of the property at issue.

33. Equity and good conscience require the defendants to pay restitution for the amount benefited for.

34. The plaintiff paid a total of \$114,510.25 in connection with the emergency demolition and removal of the unsafe building at issue, which is actual and reasonable.

35. The plaintiff has been damaged by the defendants' failure to pay the amount of \$114,510.25 in connection with the emergency demolition and removal of the unsafe building at issue, together with costs, disbursements, and attorney's fees of this action,

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and is entitled to reimbursement for the same, together with costs, disbursement, and attorney's fees.

**AS AND FOR A SECOND CAUSE OF ACTION FOR BREACH OF THE
WATERVLIE CITY CODE**

36. The plaintiff repeats and realleges the allegations in paragraphs 1-35 as if fully set forth herein.

37. Pursuant to Section 128-12 of the Watervliet City Code, the plaintiff is and was permitted to take appropriate actions pursuant to its police power to cause the emergency demolition and removal of the unsafe building located at 329 Broadway, Watervliet, New York.

38. Further, the expenses of such demolition and removal of the unsafe building, including legal expenses, are chargeable against the property, and shall be assessed, levied, and collected as provided for in the Watervliet City Code.

39. After due demand being made of the defendants, they have failed to pay for any portion of the costs and expenses incurred by the plaintiff in carrying out the emergency demolition and removal of the unsafe building located at 329 Broadway, Watervliet, New York.

40. Pursuant to the Watervliet City Code, including Section 128-15, the plaintiff is commencing the instant action to collect the costs and expenses, including attorney's fees, associated with the emergency demolition and removal of the unsafe building located at 329 Broadway, Watervliet, New York.

41. The plaintiff has been damaged by the defendants' failure to pay in the amount of \$114,510.25 in connection with the emergency demolition and removal of the

#6

unsafe building at issue, together with costs, disbursements, and attorney's fees of this action, and is entitled to reimbursement for the same, together with costs, disbursement, and attorney's fees.

AS AND FOR A THIRD CAUSE OF ACTION FOR NEGLIGENCE

42. The plaintiff repeats and realleges the allegations in paragraphs 1-41 as if fully set forth herein.

43. As the owner of the property and building located at 329 Broadway, Watervliet, New York, the defendants had a duty to the public at large, including the defendants, to ensure that the building at issue and the property was at all times reasonably safe and maintained.

44. A special relationship existed between the plaintiff, a municipal entity, and the defendants as owners and/or taxpayers for the property located at 329 Broadway, Watervliet, New York, such that the defendants had a duty to the plaintiff to ensure that the building at issue and the property was at all times reasonably safe and maintained.

45. The defendants breached their duty to the plaintiff by failing to ensure that the property was at all times code compliant and/or in failing to maintain the premises in a reasonably safe condition, such that the property and building posed a danger and threat to the public at large and to the plaintiff both before and after June 25, 2016.

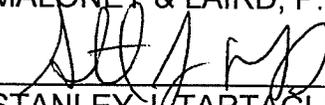
46. As a result of the defendants' breach, the plaintiff has been caused to sustain damages totaling \$114,510.25 in connection with the emergency demolition and removal of the unsafe building at issue, together with costs, disbursements, and attorney's fees of this action.

A#6

WHEREFORE, the plaintiff herein demands judgment against the defendants for monetary damages in an amount in excess of all jurisdictional limits of the lower courts of the State of New York to be determined by the Court and/or jury, together with the costs, disbursements, and attorney's fees of this action.

Dated: November 23, 2016

CARTER, CONBOY, CASE, BLACKMORE,
MALONEY & LAIRD, P.C.

By: 
STANLEY J. TARTAGLIA, JR.

Attorneys for Plaintiff
Office & P.O. Address
20 Corporate Woods Boulevard
Albany, NY 12211
Phone: (518) 465-3484

TO: Lorenc Holdings, LLC (via Secretary of State)
6 Glynn Drive
Cohoes, NY 12047

Bronislaw Lorenc
6 Glynn Drive
Cohoes, NY 12047



#10
KC

AFFIDAVIT OF SERVICE

108769

Index no : 07314-16
Date Filed: 12/01/2016

Plaintiff(s): CITY OF WATERVLIET
Defendant(s): LORENC HOLDINGS, LLC AND BRONISLAW LORENC

STATE OF NEW YORK
COUNTY OF ALBANY ss.:

Kristen Smith, the undersigned, being duly sworn, deposes and says that I was at the time of service over the age of eighteen and not a party to this action. I reside in the STATE OF NEW YORK.

On 01/02/2017 at 5:36 PM, I served the within SUMMONS AND COMPLAINT on BRONISLAW LORENC at 6 Glynn Drive, Cohoes, NY 12047 in the manner indicated below:

SUITABLE AGE: by delivering thereat a true copy of each to PAM LORENC, WIFE of BRONISLAW LORENC, a person of suitable age and discretion. Said premises is Defendant's usual place of abode within the state.

On 01/03/2017, deponent completed service by depositing a true copy of each properly sealed postpaid with first class postage and addressed to the recipient at above service address in an official depository under the exclusive care and custody of the U. S. Postal Service with no indication that legal documents were contained within. The envelope was marked personal and confidential.

A description of the Recipient, or other person served on behalf of the Recipient is as follows:

Sex	Color of skin/race	Color of hair	Age	Height	Weight
Female	White	Brown	55-60	5Ft7In	120 lbs
Other Features:					

I asked the person spoken to whether Defendant was in the active military service or financially dependent upon any one who is in the military service of the United States or of the State of New York in any capacity whatever and received a negative reply. The source of my information and belief are the conversations above narrated. Upon information and belief I aver that the recipient is not in the military service of New York State or of the United States as that term is defined in either the State or in the Federal statutes.

Sworn to and subscribed before me on 01/05/2017

Notary Public

X
Kristen Smith
Lightning Legal Services, LLC
P. O. Box 9132
Albany, NY 12209
518.463.1049

[X] Karina Campbell
Notary Public, State of NY
No. 01CA6307795
Qualified in Schenectady County
Commission expires 07/14/2018

[] Kerry Gunner
Notary Public, State of NY
No. 01GU5038710
Qualified in Albany County
Commission expires 02/06/19

RECEIVED
2017 JAN -9 PH 12:00
ALBANY COUNTY CLERK

STATE OF NEW YORK SUPREME COURT
COUNTY OF ALBANY



188735

Handwritten initials/signature

AFFIDAVIT OF SERVICE

Index no : 07314-16
Date Filed: 12/01/2016

Plaintiff(s):	CITY OF WATERVLIET
Defendant(s):	LORENC HOLDINGS, LLC AND BRONISLAW LORENC

RECEIVED
2016 DEC 19 PM 2:09
ALBANY COUNTY CLERK

STATE OF NEW YORK
COUNTY OF ALBANY ss.:

Sherie Searles, being duly sworn, deposes and says: that the deponent is not a party to this action, is over 18 years of age and resides in the State of New York.

That on **12/07/2016** at **3:42 PM**, at the office of the Secretary of State of the State of New York in the City of Albany, NY, deponent served the within **SUMMONS AND COMPLAINT** upon **LORENC HOLDINGS, LLC** at ONE COMMERCE PLAZA, 99 WASHINGTON AVENUE, ALBANY, NY 12231.

Defendant/respondent in this action by delivering and leaving with **NANCY DOUGHERTY**, authorized agent in the office of the Secretary of State of the State of New York, One Commerce Plaza, 99 Washington Ave., Albany, NY 12231-0001, two (2) true copies thereof and that at the time of making such service, deponent paid said Secretary of State a fee of \$40.00. That said service was made pursuant to Section **303 of the Limited Liability Company Law**.

Deponent further says that the person so served was known as aforesaid to be an authorized agent in the office of the Secretary of State of the State of New York duly authorized to accept such service on the behalf of said defendant/respondent.

Deponent further states that the person actually served is described as follows :

Sex	Color of skin/race	Color of hair	Age	Height	Weight
Female	White	Black	57-59	5'4"	150
Other Features:					

Documents were properly endorsed with index number and date of filing.

Sworn to and subscribed before me on 12/08/2016

X *Sherie Searles*
Sherie Searles

Lightning Legal Services, LLC
P. O. Box 9132
Albany, NY 12209
518.463.1049
28312
28312

Carl R Bender

Notary Public

[] Sherie A Searles
Notary Public, State of NY
No. 01SE6179623
Qualified in Albany County
Commission Expires 12/17/2019

[] Kerry Gunner
Notary Public, State of NY
No. 01GU5038710
Qualified in Albany County
Commission expires 02/06/19

✓ **CARLI R. BENDER**
Notary Public - State of New York
No. 01BE6347051
Qualified in Rensselaer County
Commission Expires Aug. 29. 2020

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ALBANY

#6 JB

CITY OF WATERVLIET,

Plaintiff,

ANSWER

-against-

LORENC HOLDINGS, LLC and
BRONISLAW LORENC,

Defendants.

Index No.: 7314-16

FILED
JUL 13 2016
CLERK OF COURT
ALBANY COUNTY

Defendants, Lorenc Holdings, LLC and Bronislaw Lorenc, by their attorneys, Dreyer Boyajian, LLP, as and for their Answer to the Complaint of plaintiff City of Watervliet herein, allege as follows:

1. Admit the allegations contained in the paragraphs of the Complaint marked and designated as "1," "2," "3," "4," "5," "6," "7," "8," "9," "13," "14," "18" and "28."
2. With respect to the allegations contained in the paragraph of the Complaint marked and designated as "10," admit that Lorenc Holdings, LLC acquired real property located at 329 Broadway, Watervliet, New York and deny knowledge sufficient to form a belief as to the remaining allegations contained in that paragraph.
3. With respect to the allegations contained in the paragraph of the Complaint marked and designated as "11," admit that Lorenc Holdings, LLC is the owner of real property located at 329 Broadway, Watervliet, New York and deny knowledge sufficient to form a belief as to the remaining allegations contained in that paragraph.

#6

4. Deny the allegations contained in the paragraphs of the Complaint marked and designated as "12," "15," "16" and "35."

5. With respect to the allegations contained in the paragraph of the Complaint marked and designated as "17," admit that, on or about June 25, 2016, a fire occurred at the building located at 329 Broadway, Watervliet, New York and deny knowledge sufficient to form a belief as to the remaining allegations contained in that paragraph.

6. Deny knowledge or information sufficient to form a belief as to the allegations contained in paragraphs of the Complaint marked and designated as "19," "21," "22," "23," "24," "25," "27," "34," "35," "41," "45" and "46."

7. With respect to the allegations contained in the paragraphs of the Complaint marked and designated as "20," "29," "31," "32," "33," "37," "38," "40," "43" and "44," affirmatively allege that they set forth conclusions of law which the Defendants are neither required to admit nor deny, but to the extent that they are deemed to contain allegations, they are denied.

8. With respect to the allegations contained in the paragraph of the Complaint marked and designated as "26," respectfully refer this Court to the Notice of Lien referenced therein as the best evidence of its contents and deny the allegations to the extent that they are inconsistent with said Notice of Lien.

9. Repeat and reallege every answer and denial relating to the paragraphs repeated and realleged in paragraphs "30," "36" and "42" of the Complaint.

10. With respect to the allegations contained in the paragraph of the Complaint marked and designated as "39," admit that Defendants have not paid plaintiff and deny the remaining allegations contained in that paragraph. #6

AS AND FOR A FIRST, COMPLETE AND SEPARATE AFFIRMATIVE DEFENSE, DEFENDANTS ALLEGE:

11. Plaintiff fails to state a claim upon which relief can be granted.

AS AND FOR A SECOND, COMPLETE AND SEPARATE AFFIRMATIVE DEFENSE, DEFENDANTS ALLEGE:

12. Plaintiff failed to mitigate or otherwise act to lessen or reduce the damages alleged in its Complaint.

AS AND FOR A THIRD, COMPLETE AND SEPARATE AFFIRMATIVE DEFENSE, DEFENDANTS ALLEGE:

13. Plaintiff's Complaint is barred by reason of its failure to join all necessary parties to this action.

AS AND FOR A FOURTH, COMPLETE AND SEPARATE AFFIRMATIVE DEFENSE, DEFENDANTS ALLEGE:

14. Upon information and belief, Plaintiff's claims are barred by its failure to adhere to the Watervliet City Code.

AS AND FOR A FIFTH, COMPLETE AND SEPARATE AFFIRMATIVE DEFENSE, DEFENDANTS ALLEGE:

15. Upon information and belief, Plaintiff's claims are barred by the doctrine of unclean hands.

(FC)

WHEREFORE, defendants Lorenc Holdings, LLC and Bronislaw Lorenc request a judgment dismissing the Complaint of plaintiff City of Watervliet, together with such other and further relief as the Court may deem just and proper.

Dated: Albany, New York
January 26, 2017

DREYER BOYAJIAN, LLP

John J. Dowd
Attorneys for Defendants
Lorenc Holdings, LLC
and Bronislaw Lorenc
75 Columbia Street
Albany, New York 12210
(518) 463-7784

TO: Stanley J. Tartaglia, Jr.
CARTER CONBOY
Attorneys for Plaintiff
City of Watervliet
20 Corporate Woods Boulevard
Albany, New York 12211
(518) 465-3484

J:\JJD\LORENC (LOREBR-16164-Tech Valley)\PLEADINGS\Answer to City's Complaint.doc



DREYER BOYAJIAN LLP
ATTORNEYS AT LAW

John J. Dowd Esq.
(518) 463-7784 Ext. 216
jdowd@dreyerboyan.com

January 26, 2017

Hon. Bruce A. Hidley
Albany County Clerk's Office
Albany County Courthouse
16 Eagle Street, Room 128
Albany, NY 12207

2017 JAN 30 AM 9:40
ALBANY COUNTY CLERK

Re: **City of Watervliet v. Lorenc Holdings, LLC, et al.**
Index No.: 7314-16

Dear Mr. Hidley:

Please be advised that we are the attorneys for defendants Lorenc Holdings, LLC and Bronislaw Lorenc (hereinafter the "Lorenc Defendants") in the above-referenced matter. Enclosed herein for filing is the Lorenc Defendants' Answer along with proof of service of the same upon plaintiff's counsel

Please date-stamp the enclosed copy of this letter as proof of filing and return it to me in the enclosed self-addressed, postage-paid envelope.

Thank you for your courtesy in this regard.

Respectfully submitted,

DREYER BOYAJIAN LLP

By:

John J. Dowd

JJD/lrb

Enclosures

J:\JD\LORENC (LOREBR-16164-Tech Valley)\CORRESP\FilInltr - 1-26-17.docx

Bruce A. Hidley, Albany County Clerk

(#5)

Instr #: L16-114

Rec Date: 11/14/2016 11:30:42 AM

Doc Grp/Desc: L / LIEN

Debtor: LORENC HOLDINGS LLC

Lienor: CITY OF WATERVLIET

Town Name: WATERVLIET CITY

Amount: \$2,510.25

Description: EMERGENCY DEMOLITION COST AND EXPENSES

Notes: 329 BROADWAY
44.58-2-29

Related: 12/01/2016 LIEN, ACTION ON Instr#: L16-119

#5

NOTICE OF LIEN

TO: The Albany County Clerk, State of New York,
16 Eagle Street, Albany, New York 12207

NOTICE is hereby given that the City of Watervliet (the "City"), the undersigned lienor, has and claims a lien for all unpaid Emergency Demolition Costs and Expenses pursuant to Chapter 128 of the Watervliet City Code and the New York State Lien Law as follows:

1. The name of the lienor is the City of Watervliet (hereinafter "City"). The lienor's attorney is Carter, Conboy, Case, Blackmore, Maloney & Laird, P.C., whose office address is 20 Corporate Woods Boulevard, Albany, New York 12211.
2. The names of the owners of the real property described below, against whose interest lienor claims a lien, is Lorenc Holdings, LLC and their interest in fee simple absolute.
3. The property subject to the lien claimed herein is the property identified in the Albany County Clerk's Office in Book 2993 at Page 32 recorded on November 23, 2010, which is commonly known as 329 Broadway, Watervliet, New York 12189, SBL #44.58-2-29.
4. Emergency Demolition Cost and Expenses, in the aggregate amount of \$114,510.25 are, and remain, due and owing with respect to the property. More specifically, the City retained the services of Ditonno and Sons to perform the emergency demolition to the real property. The date when Ditonno and Sons first provided materials and services for the emergency demolition was on June 26, 2016. The date when Ditonno and Sons completed its work for the emergency demolition was on July 28, 2016. The amount unpaid to the City for such materials and services is \$112,000.00. The City also retained the services of Alpine Environmental Services to provide environmental consulting services regarding the emergency demolition. The date when Alpine Environmental Services began to provide materials and services was on June 26, 2016. The date when Alpine Environmental Services completed its work for the emergency demolition is July 28, 2016. The amount unpaid to the City for such labor and materials is \$2,510.25

L16-114

The undersigned, Michael McNeff, as an authorized agent for the City of Watervliet organized pursuant to New York Laws, claims a lien on property, commonly known as 329 Broadway, Watervliet, New York 12189, SBL #44.58-2-29, until all sums for Emergency Demolition Costs and Expenses thereon shall have been paid.

DATED: November 14, 2016

CARTER, CONBOY, CASE, BLACKMORE,
MALONEY & LAIRD, P.C.

By:


STANLEY J. TARTAGLIA, JR.

Attorneys for the City of Watervliet
Office and P.O. Address
20 Corporate Woods Boulevard
Albany, NY 12211-2362
Phone: (518) 465-3484

ALBANY COUNTY CLERK

2016 NOV 14 AM 11:17

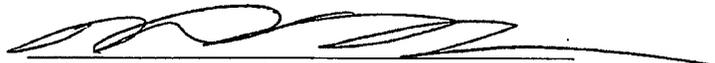
RECEIVED

#5

VERIFICATION

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

I, MICHAEL McNEFF, being duly sworn, depose and say that I am the Director of Finance for City of Watervliet; that I have read the foregoing Notice of Lien and know the contents thereof; that the same is true to my knowledge, except as to those matters therein stated to be alleged upon information and belief, and as to those matters I believe it to be true.



MICHAEL McNEFF
Director of Finance for City of Watervliet

Sworn to before me this 14th
day of November, 2016


NOTARY PUBLIC

CHRISTINE CHARTRAND
Notary Public, State of New York
Registration No. 4947071
Qualified in Albany County
Commission Expires Feb. 2019

#3



Albany County Clerk
32 North Russell Rd.
Albany, NY 12206-1324

Return to:

AMY CALABRESE ESQ
57 RAILROAD PL
SARATOGA SPRINGS NY 12866

Instrument: Power of Attorney

Document Number: 10774935 Book: 2993 Page: 11

Grantor

PRASHAD, DHANWANTIE

Grantee

CALABRESE, AMY

Number of Pages: 9

Recorded Date/Time: 11/23/2010 at 2:27 PM

Receipt Number: 614734

Note: **DO NOT REMOVE - THIS PAGE IS PART OF THE DOCUMENT **
THIS PAGE CONSTITUTES THE CLERK'S ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
319 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK.

Thomas G. Clingan, County Clerk

#3

stewart title

POWER OF ATTORNEY
NEW YORK STATUTORY SHORT FORM
(Effective 9-1-2009)

Albany County Clerk
Deed Books (Record Room)
Book 2993 Page 12



Albany County Clerk
Document Number 10774935
Rcvd 11/23/2010 2:27:39 PM



(a) CAUTION TO THE PRINCIPAL:

Your Power of Attorney is an important document. As the "principal," you give the person whom you choose (your "agent") authority to spend your money and sell or dispose of your property during your lifetime without telling you. You do not lose your authority to act even though you have given your agent similar authority.

When your agent exercises this authority, he or she must act according to any instructions you have provided or, where there are no specific instructions, in your best interest. "Important Information for the Agent" at the end of this document describes your agent's responsibilities.

Your agent can act on your behalf only after signing the Power of Attorney before a notary public.

You can request information from your agent at any time. If you are revoking a prior Power of Attorney by executing this Power of Attorney, you should provide written notice of the revocation to your prior agent(s) and to the financial institutions where your accounts are located.

You can revoke or terminate your Power of Attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an agent for acting improperly.

Your agent cannot make health care decisions for you. You may execute a "Health Care Proxy" to do this.

The law governing Powers of Attorney is contained in the New York General Obligations Law, Article 5, Title 15. This law is available at a law library, or online through the New York State Senate or Assembly websites, www.senate.state.ny.us or www.assembly.state.ny.us.

If there is anything about this document that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

R & R to Amy Calabrese, Esq.
57 Railroad Place
Saratoga Springs, NY 12866

413

stewart title

(b) DESIGNATION OF AGENT(S):

I, Dhanwantie Prashad, residing at 500 Half Hollow Road, Dix Hills, NY 11746, hereby appoint:
(name and address of principal)

Amy Calabrese, Esq., with principal offices located at 57 Railroad Place, Saratoga Springs, NY 12866
as my agent(s)
(name and address of agent(s))

_____ as my agent(s)
(name and address of agent(s))

If you designate more than one agent above, they must act together unless you initial the statement below.

My agents may act SEPARATELY.

(c) DESIGNATION OF SUCCESSOR AGENT(S): (OPTIONAL)

If every agent designated above is unable or unwilling to serve, I appoint as my successor agent(s):

(name(s) and address(es) of successor agent(s))

Successor agents designated above must act together unless you initial the statement below.

My successor agents may act SEPARATELY.

(d) This POWER OF ATTORNEY shall not be affected by my subsequent incapacity unless I have stated otherwise below, under "Modifications".

(e) This POWER OF ATTORNEY REVOKES any and all prior Powers of Attorney executed by me unless I have stated otherwise below, under "Modifications." If you are NOT revoking your prior Powers of Attorney, and if you are granting the same authority in two or more Powers of Attorney, you must also indicate under "Modifications" whether the agents given these powers are to act together or separately.

#3

stewart title

[Faint, illegible text, possibly a title or header, obscured by a horizontal line]

stewart title

**(h) MAJOR GIFTS AND OTHER TRANSFERS:
STATUTORY MAJOR GIFTS RIDER (OPTIONAL)**

In order to authorize your agent to make major gifts and other transfers of your property, you must initial the statement below and execute a Statutory Major Gifts Rider *at the same time as this instrument*. Initialing the statement below by itself does not authorize your agent to make major gifts and other transfers. The preparation of the Statutory Major Gifts Rider should be supervised by a lawyer.

() (SMGR) I grant my agent authority to make major gifts and other transfers of my property, in accordance with the terms and conditions of the Statutory Major Gifts Rider that supplements this Power of Attorney.

(i) DESIGNATION OF MONITOR(S): (OPTIONAL)

I wish to designate _____, whose address(es) is (are) _____, as monitor(s). Upon the request of the monitor(s), my agent(s) must provide the monitor(s) with a copy of the power of attorney and a record of all transactions done or made on my behalf. Third parties holding records of such transactions shall provide the records to the monitor(s) upon request.

(j) COMPENSATION OF AGENT(S): (OPTIONAL)

Your agent is entitled to be reimbursed from your assets for reasonable expenses incurred on your behalf. If you ALSO wish your agent(s) to be compensated from your assets for services rendered on your behalf, initial the statement below. If you wish to define "reasonable compensation", you may do so above, under "Modifications".

() My agent(s) shall be entitled to reasonable compensation for services rendered.

(k) ACCEPTANCE BY THIRD PARTIES:

I agree to indemnify the third party for any claims that may arise against the third party because of reliance on this Power of Attorney. I understand that any termination of this Power of Attorney, whether the result of my revocation of the Power of Attorney or otherwise, is not effective as to a third party until the third party has actual notice or knowledge of the termination.

#3

stewart title

(n) IMPORTANT INFORMATION FOR THE AGENT:

When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the principal. This relationship imposes on you legal responsibilities that continue until you resign or the Power of Attorney is terminated or revoked. You must:

- (1) act according to any instructions from the principal, or, where there are no instructions, in the principal's best interest;
- (2) avoid conflicts that would impair your ability to act in the principal's best interest;
- (3) keep the principal's property separate and distinct from any assets you own or control, unless otherwise permitted by law;
- (4) keep a record of all receipts, payments, and transactions conducted for the principal; and
- (5) disclose your identity as an agent whenever you act for the principal by writing or printing the principal's name and signing your own name as "agent" in either of the following manner:

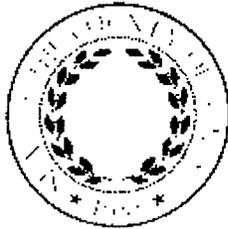
(Principal's Name) by (Your Signature) as Agent,

OR

(Your Signature) as Agent for (Principal's Name).

You may not use the principal's assets to benefit yourself or give major gifts to yourself or anyone else unless the principal has specifically granted you that authority in this Power of Attorney or in a Statutory Major Gifts Rider attached to this Power of Attorney. If you have that authority, you must act according to any instructions of the principal or, where there are no such instructions, in the principal's best interest. You may resign by giving written notice to the principal and to any co-agent, successor agent, monitor if one has been named in this document, or the principal's guardian if one has been appointed. If there is anything about this document or your responsibilities that you do not understand, you should seek legal advice.

Liability of Agent: The meaning of the authority given to you is defined in New York's General Obligations Law, Article 5, Title 5. If it is found that you have violated the law or acted outside the authority granted to you in the Power of Attorney, you may be liable under the law for your violation.



#2

**Albany County Clerk
Albany County Court House
16 Eagle Street Rm 128
Albany, NY 12207**

Return to:

DHANWANTIE PRASHAD
28 YORKTOWN RD
DIX HILLS NY 11746

Instrument: Deed

Document Number: 8850310 Book: 2717 Page: 740

Grantor COUNTY OF ALBANY,

Grantee PRASHAD, DHANWANTIE

Number of Pages: 3

Transfer Tax Receipt
Albany County Clerk Received:
Trans Tax # 551
Trans Tax.....\$280.00

Amount: \$70000.00

Filing Date/Time: 08/20/2002 at 9:10 AM

Receipt Number: 12580

Note:

THIS PAGE CONSTITUTES THE CLERK'S ENDORSMENT, REQUIRED BY SECTION 316A(5) & 319 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK. DO NOT DETACH.

Thomas G. Clingan

Thomas G. Clingan, County Clerk

**Record & Return
Dhanwantie Prashad
28 Yorktown Road
Dix Hills, N. Y. 11746**

QUITCLAIM DEED

LIBER **2717** PAGE **740** **9** **551**
THIS INDENTURE,

Made this 5th day of July, 2002

Albany County Clerk
Document Number 8850310
Rcvd 08/20/2002 9:10:01 AM

Between

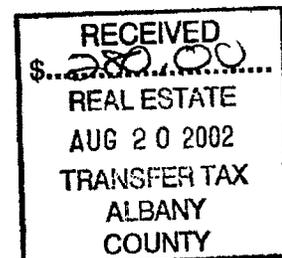
THE COUNTY OF ALBANY, NEW YORK a municipal corporation organized and existing pursuant to the laws of the State of New York having its principal office located at 112 State Street, Albany, New York 12207 , **party of the first part,** and Prashad, Dhanwantie , having a place of business at 28 Yorktown Rd., Dix Hills, NY, 11746-
, party of the second part,

WITNESSETH that the party of the first part, in consideration of the sum of Seventy Thousand Dollars And No Cents (\$70,000.00) lawful money of the United States, paid by the party of the second part, hereby remises, releases and quitclaims unto the party of the second part, and said party's successors and assigns forever,

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate in the City of Watervliet , County of Albany, State of New York, described as follows:

Foreclosure # Watervliet - 0170-96
City / Town of City of Watervliet , County of Albany
Alleged Owner(s) Thomas A. & Lawrence A. Turcotte

Description 329 Broadway
Class Code 710 **Tax Map #** 44.58-2-29



#2

BEING THE SAME PREMISES so described in the Deed in Foreclosure conveying said premises to the County of Albany, New York executed by the Albany County Director of Finance on the 10th day of April, 2002 and recorded in the Office of the Albany County Clerk on the 11th day of April, 2002 in Book 2706 of Deeds at Page 820 made pursuant to Final Judgement of Foreclosure granted by the Albany County Court to the County of Albany Tax District on the 17th day of November, 2002 and entered in the Office of the Albany County Clerk on the 11th day of April, 2002 in the preceeding captioned "In the Matter of the Foreclosure of Tax Liens by Proceeding In Rem Pursuant to Article Eleven of the Real Property Tax Law by the County of Albany, New York, Tax District. -- List of Delinquent Taxes Filed in the Year 1996 Covering the City of Watervliet Assigned Index No. 3504-96 .

This conveyance is made pursuant to and is conditioned by Resolution # 265 of the Albany County Legislature adopted on the 10th day of June, 2002 approving and confirming sale of said premises to the party of the second part.

Title to the premises hereby conveyed is subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) all applicable zoning, land use and building code regulations; (c) any easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the delinquent tax foreclosure proceeding by which Albany County acquired title to the premises; (d) liability for village taxes, if applicable; (e) liability for a pro-rata share of current property and school taxes on the premises; (f) liability for any street, sewer, or other special assessments on the premises unpaid or payable to the municipality in which they are located; and (g) liability for any water or sewer charges against the premises unpaid or payable to the municipality in which they are located.

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

To Have and to Hold the premises herein granted unto the party of the second part and said party's heirs, successors and assigns forever

In Witness Whereof the party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer this

9th day of August 2002

IN THE PRESENCE OF

NYS
TAX
ST

Warrant, Deed with Lien Certificate

63630

LIBER 2359 PAGE 899

This Indenture

Made the 27 day of

March Nineteen Hundred and Eighty-Eight

Between

PETER SPIAK residing at 97 Elm Street, Watervliet, New York
AND VINCENT INGENOSO residing at Averill Park, New York, as
Tenants in Common

parties of the first part and
THOMAS R. TURCOTTE residing at 7 Southern Drive, Latham, New York
and LAWRENCE A. TURCOTTE residing at 264 Remsen Street, Cohoes,
New York, as Tenants in Common

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

----- Ten and 00/100 ----- Dollars (\$ 10.00)
lawful money of the United States and other good and valuable consideration
paid by the parties of the second part do hereby grant and release unto the
parties of the second part their heirs and assigns forever all

THAT TRACT OR PARCEL OF LAND, with the buildings and improvements
thereon, situate in the City of Watervliet, in the County of Albany,
and State of New York, which is known on the map of that locality
as Lots No. 96, 97 and that portion of the Mill lot sometime of
Jeremiah Schuyler, which lies west of what was once Walter Street,
and is bounded as follows:

- On the north by Fourth Street (formerly Mill Street);
- On the east by Broadway (formerly Water Street);
- On the south by Lot No. 95;
- And on the west by an alley;

Being the premises known as Street No. 329 Broadway, Watervliet,
New York.

Being the same premises conveyed by Perfection Plating Co., Inc.
to Peter Spiak and Vincent Ingenoso by deed dated
and recorded immediately prior to this deed.

STATE OF NEW YORK
COUNTY OF ALBANY

RECEIVED
REAL ESTATE
MAR 23 1988
TRANSFER TAX
ALBANY
COUNTY

MAR 23 9 53 AM '88

(#1)
Info
only
to show
New York
Schedule

#1

U.S. TAX \$42.95

FORM 8301 - Warranty Deed with Lien Covenant

405830

LIBER 2359 PAGE 899

This Indenture

Made the 27 day of March Nineteen Hundred and Eighty-Eight

Between

PETER SPIAK residing at 97 Elm Street, Watervliet, New York AND VINCENT INGENOSO residing at Averill Park, New York, as Tenants in Common

parties of the first part. c THOMAS R. TURCOTTE residing at 7 Southern Drive, Latham, New York and LAWRENCE A. TURCOTTE residing at 269 Remsen Street, Cohoes New York, as Tenants in Common

Witnesseth that the parties of the first part, in consideration of Ten and 00/100 Dollars \$10.00 lawful money of the United States, and other good and valuable consideration paid by the parties of the second part, do hereby grant and release unto the parties of the second part, their heirs and assigns forever, all

THAT TRACT OR PARCEL OF LAND, with the buildings and improvements thereon, situate in the City of Watervliet, in the County of Albany, and State of New York, which is known on the map of that locality as Lots No. 96, 97 and that portion of the Mill lot sometime of Jeremiah Schuyler, which lies west of what was once Walter Street, and is bounded as follows:

- On the north by Fourth Street (formerly Mill Street);
- On the east by Broadway (formerly Water Street);
- On the south by Lot No. 95;
- And on the west by an alley;

Being the premises known as Street No. 329 Broadway, Watervliet New York.

Being the same premises conveyed by Perfection Plating Co., Inc. to Peter Spiak and Vincent Ingenoso by deed dated and recorded immediately prior to this deed.

STATE OF NEW YORK COUNTY OF ALBANY ss Recorded in RECORDS

RECEIVED 4/11/88 REAL ESTATE MAR 28 1988 TRANSFER TAX ALBANY COUNTY

MAR 23 9 39 AM '88

#1

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 parties of the second part, their heirs and assigns forever.

And said parties of the first part covenant as follows:

First, That the parties 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 Witness Whereof, the parties of the first part have hereunto set their hands and seals the day and year first above written.

IN PRESENCE OF

Peter Spiak
PETER SPIAK
Vincent Ingenoso
VINCENT INGENOSO

State of New York
County of Rensselaer

ss.

On this 21st day of March
Nineteen Hundred and Eighty-Eight

before me the subscriber personally appeared
Peter Spiak and Vincent Ingenoso

known personally, known and known to me to be the same persons described in and who executed the within instrument and they duly acknowledged to me that they executed the same.

Janna R. Reddy
Notary Public
Comm. expires 2/28/90

Tax Map No.

Tax Billing Address

WARRANTY WITH BLEN COVENANT

PETER SPIAK and
VINCENT INGENOSO

TO
THOMAS R. BURGOIN and
LAWRENCE W. BURGOIN

Dated: March 21, 1988

SIMCO NEW YORK
COUNTY OF

RECORDED ON THE
day of

at
in LIBERTY of DEEDS
at PAGE and examined

CLERK

Please record & return to:

Samy H. NY 12001
Quinn & Kelly
P.O. Box 834
89 4th St
Troy NY 12181

2/28/88

(A)

Together with the appurtenances and all the estate and rights of the part les
at the first part in and to said premises
To have and to hold the premises herein granted unto the part les of the
second part, their heirs and assigns forever.

And said parties of the first part covenant as follows
First, That the part les 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 Witness Whereof, the parties of the first part have hereunto set their
hand s and seal s the day and year first above written.

IN PRESENCE OF

Peter Spiak
PETER SPIAK
Vincent Ingenoso
VINCENT INGENOSO

State of New York
County of Rensselaer

ss. On this 21 day of March
Nineteen Hundred and Eighty-Eight

before me the subscriber, personally appeared
Peter Spiak and Vincent Ingenoso

to me personally known and known to me to be the same persons described in and
who executed the within Instrument and they duly acknowledged
to me that they executed the same

James R. Kelly
Notary Public
James R. Kelly

Tax Map No

Tax Billing Address

Deed

WARRANTY WITH LIEN COVENANT

PETER SPIAK and
VINCENT INGENOSO

TO

THOMAS R. TURCOTTE and
LAWRENCE A. TURCOTTE

Dated, March 21 19 88
STATE OF NEW YORK

COUNTY OF SS.

RECORDED ON THE

at o'clock M.
in LIBER of DEEDS
at PAGE and examined

Please record & return to:

Gary H. Wilson
Quinn & Kelly
P.O. Box 834
84-4th St
Troy, N.Y. 12181